



**PREMIERSHIP  
RUGBY**

# **PREMIERSHIP REGULATIONS**

2017-2018 Season

# THE PREMIERSHIP 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:

- “Academy Player” means : (i) an England Academy Player; or (ii) a player who is selected for the developing player programme; or (iii) or a player who is selected for the player development group programme; and who is a member of one of the RFU licensed Club Academies
- “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, in accordance with RFU Regulation 19, (which is independent of and does not comprise any member of the Panel or body making the original decision) and with an independent and legally qualified chairman, to hear appeals from Clubs and/or upon the application of a Club or other person or body under the jurisdiction of these Regulations to review or appeal against decisions taken by the RFU, PRL or the PGB in accordance with these Regulations);
- “Assistant Referee” a person appointed to act as a touch judge 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” the transmission and/or recording and/or otherwise storing of coverage of or other reproduction of a Match or Matches in any medium and 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 Agreements” any agreement entered into by PRL in relation to the Broadcasting of Matches;
- “Championship” means the league in the English Clubs Championship operating immediately below the Premiership;
- “clear day’s notice” 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;
- “Club” any Rugby Union Club which is, for the time being, a member of the Premiership;
- “Code of Conduct” the code of conduct created jointly by PRL and the RFU from time to time;
- “Control” as defined in The City Code on Takeovers and Mergers;
- “Defaulting Club” any Club who defaults in making payment due to the RFU or to another Club under these Regulations;
- “Effective Registration” that a Player is registered with a Club in accordance with RFU Regulation 14;
- “England Academy Player” 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 PRL); 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;
- “English Clubs Championship” the League Competition played throughout England excluding the Premiership under the authority

	of the RFU which is governed by the RFU’s Regulations;
“EPS Player”	a Player selected for one of the England Elite Playing Squads by the RFU or by such other person designated by the RFU and so identified to the Clubs;
“Fixture List”	the list for the time being of Premiership fixtures referred to in Regulation 4.1(a);
“Foreign Player”	<p>is a person who does not qualify as a Non-Foreign Player. A Non-Foreign Player is a person who, at the point that he is included in the Match Squad:</p> <p>(a) can prove to the satisfaction of the RFU that he is entitled to the rights granted under Title IV, Article 45 of the Treaty on the Functioning of the European Union (TFEU) or under the European Economic Area or of a state with which the European Community has entered into an agreement that includes directly effective provisions conferring equivalent rights of non-discrimination against that state’s nationals within the European Union;</p> <p><i>Note: A passport of a member state of the European Community will normally be accepted as evidence that a player is a Non-Foreign Player</i></p> <p>(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>
“Handbook”	the Handbook for 2017-2018 published by the RFU;
“Home Club”	in relation to a Match (save for the Premiership Final), 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;
“Laws of the Game”	the Laws promulgated from time to time by World Rugby according to which the game of rugby football union is played throughout the world (including any variations



and trials that may be adopted by the RFU);

“Match”	any match forming part of the Premiership;
“Match Official”	means any Referee, Reserve Referee, Assistant Referee, TV Match Official, Time Keeper 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;
“Material Interest”	<p>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:</p> <ul style="list-style-type: none"><li>- holds directly or indirectly or otherwise controls 10% or more of the voting rights therein</li><li>- holds directly or indirectly or otherwise controls 10% or more of the share capital (voting or otherwise) therein</li><li>- is a director or secretary thereof</li><li>- is directly or indirectly involved in any capacity whatsoever in the management or administration thereof</li><li>- has the right directly or indirectly to appoint or otherwise control the appointment of the majority of the directors thereof;</li></ul>
“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;
“Minimum Standards Criteria”	the minimum standards criteria agreed by the Professional Game Board and approved by PRL and the RFU for Season 2017-2018 as amended from time to time;
“Official”	any Director, Secretary, servant or duly authorised

	(express or implied) representative of a Club;
“PGB”	the Professional Game Board established pursuant to the Professional Game Agreement;
“Player”	a Club Player;
“Premiership”	the top professional rugby union league in England governed by these Regulations;
“Premiership Final”	the Match described as such in Regulation 3.1(b);
“Premiership League”	the league stage of the Premiership competition involving all the Clubs playing each other on a home and away basis in accordance with Regulations 2.2 and 3.1;
“Premiership Play-offs”	the knockout stages of the Premiership competition involving the four highest placed Clubs in the Premiership League at the end of the Season in accordance with Regulation 3.1;
“Premiership Semi-Finals”	the Matches described as such in Regulation 3.1(b);
“PRL”	Premier Rugby Limited, a company owned by the Clubs;
“Professional Game Agreement”	the agreement made between the RFU, PRL and the Clubs for the period from 1 July 2016 to 30 June 2024, and with any amendments agreed from time to time;
“Referee”	a person appointed to act as the Referee in a Match;
“Registrar”	the person set out in the Handbook to administer the registrations of Players in accordance with the Registration of Players Regulations;
“Regulations”	these Regulations of the Premiership and any future variation as provided by Regulation 1.3;
“Reserve Referee”	the person appointed to act as the Reserve Referee in a Match;
“RFU”	Rugby Football Union the sole governing body of the game in England;
“Salary Cap Regulations”	means the Salary Cap Regulations as amended from time to time and approved by the PRL Board.
“Season”	means a rugby Season of 41 weeks commencing on or about 1 September;
“Senior EPS Player”	means an EPS Player who is a member of the RFU’s

	Senior EPS;
“Sponsorship Agreements”	any sponsorship agreement(s) entered into by PRL in relation to the sponsorship of the Premiership;
“Time Keeper”	the person appointed to act as the time keeper for a Match, if applicable;
“TV Match Official”	the person appointed to act as the television match official for a Match, if applicable;
“Visiting Club”	in relation to a Match (save for the Premiership Final), 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; and
“weekend”	any Friday, Saturday, Sunday or public holiday;
“World Rugby”	International Rugby Board the world governing body for the time being of the game of rugby football union played in accordance with the Laws of the Game.

Any terms not defined in these Regulations shall have the meanings set out in RFU Regulation 1 or in the RFU Rules (as applicable).

## 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. No changes may be proposed by PRL unless it shall have first consulted with the Clubs. All changes to these Regulations proposed by PRL or the RFU must first be considered by the PGB before they are submitted to the RFU's Governance Standing Committee for consideration. No changes may be made unless they have been agreed by the RFU Council or as delegated by it.

The RFU shall give not less than thirty clear days' notice to each Club of any changes to these Regulations before they are effective unless exceptional circumstances apply and in which case as much notice as is reasonably practicable shall be given.

#### **1.4 Conflict**

In the event of any conflict between these Regulations and the Professional Game Agreement, the Professional Game Agreement shall prevail. In the event of any conflict between the articles of association for the time being of PRL and these Regulations, then these Regulations will prevail.

#### **1.5 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, having consulted with the PGB, 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.

#### **1.6 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. Where a discretion, right or power is expressed in these Regulations to be exercisable by either the PGB or by PRL, (not being for this purpose a discretion, right or power to vary these Regulations in accordance with Regulation 1.3), such discretion, right or power may be exercised by an individual or panel appointed by the PGB or PRL (as the case may be), to the extent permitted by the appointing body.

#### **1.7 RFU Regulations**

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

## 2. THE COMPETITION

### 2.1 Name

The name of the competition is Aviva Premiership Rugby. The Premiership shall be played in accordance with these Regulations and the Laws of the Game.

### 2.2 Structure

(a) The membership of the Premiership League will comprise in Season 2017-2018

Bath	Newcastle Falcons
Exeter Chiefs	Northampton Saints
Gloucester	Sale Sharks
Harlequins	Saracens
Leicester Tigers	Wasps
London Irish	Worcester

Each Club shall play each other Club on a home and away basis over 22 Rounds during the Season.

(b) The Premiership Play-offs shall consist of the Premiership Semi-Finals and the Premiership Final.

The winner of the Premiership Final shall be the Premiership champions.

### 2.3 Conditions of Membership

A club shall not be entitled to be or to remain a member of the Premiership unless:

- (i) it is a member of the RFU or (following an Insolvency Event as defined in RFU Regulation 5) licensed by the RFU to play in the Premiership; and
- (ii) it is (or, on becoming a member of the Premiership, will become) a shareholder of PRL; and
- (iii) it is (or, on becoming a member of the Premiership will become), a party to or otherwise bound by the Professional Game Agreement, the Broadcasting Agreements, the Sponsorship Agreements and these Regulations.

### 2.4 Agreement by the Clubs

(a) Membership of the Premiership shall constitute an agreement between the RFU and PRL 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/or directions notified to the Clubs from time to time;
- (ii) the Laws of the Game; and

- (iii) the Professional Game Agreement, the Code of Conduct and the rules and regulations for the time being of World Rugby and RFU.
- (b) Membership of the Premiership shall constitute an agreement between the PRL 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) the Broadcasting Agreements and the Sponsorship Agreements;
  - (ii) such other agreements entered into of which the Clubs have notice and from which the Clubs and/or PRL derive financial or other benefit; and
  - (iii) the Articles of Association for the time being of PRL and any agreement for the time being in existence in relation to the Salary Cap Regulations, Regulations and/or directions notified to the Clubs from time to time.
- (c) Membership of the Premiership shall constitute an agreement between the RFU and each Club, and between each of the Clubs that such Clubs shall procure (insofar as they are able) that PRL complies at all times with the terms of the Professional Game Agreement.
- (d) Membership of the Premiership constitutes an agreement between the RFU, PRL and between each of the Clubs and any other party to the Broadcasting Agreements and Sponsorship Agreements 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 RFU 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.

- (e) The agreements referred to in paragraphs (a), (b), (c) and (d) of this Regulation shall have effect in relation to a Club from the date such Club shall become a member of the Premiership and, subject as hereinafter provided, shall continue until the date such Club shall cease to be a member of the Premiership. 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 Premiership and to any of these Regulations which, by their terms, are expressed or intended to continue after such Club shall cease to be a member of the Premiership.

## 2.5 Termination of Membership

- (a) A Club shall not be entitled to terminate its membership of the Premiership except at the end of a Season. In the event that a Club shall desire to terminate its membership of the Premiership, then it shall give provisional notice in writing of such desire to the RFU and PRL by 31 December in a Season. Such notice must be confirmed by further notice in writing to the RFU and PRL by 31 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 Premiership. In the event that such further notice is given, then such Club shall cease to be a member of the Premiership at the end of such Season.
- (b) The RFU (the matter having first been considered by the PGB), may, upon such terms and conditions as it may from time to time think fit, allow a Club to terminate its membership of the Premiership otherwise than in accordance with the provisions of paragraph (a) of this Regulation.
- (c) If the PGB considers that a Club shall be expelled or suspended from the Premiership, it shall make its proposals to the RFU. 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 membership of the Premiership, subject to the Club's right of appeal to the Appeals Panel. In the case of expulsion, it is accepted that the RFU may place such expelled Club in such league below the Premiership 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 be a member of the Premiership, in the event that it shall so cease to be a member in accordance with the provisions of Regulation 3.2(a).
- (e) In the event that a Club shall cease to be a member of the Premiership, otherwise than in accordance with the provisions of paragraph (a) of this Regulation or by reason of its relegation from the Premiership pursuant to these Regulations, such Club shall indemnify and keep indemnified the RFU, PRL and each of the other Clubs against any losses, damages, liabilities, costs and expenses suffered or incurred by the RFU, PRL and/or such other Clubs as a consequence of such Club so ceasing to be a member of the Premiership 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, PRL and/or such other Clubs in relation to the Premiership.

## **2.6 Minimum Standards Criteria**

The Clubs agree that they shall abide by the Minimum Standards Criteria document and submit to the jurisdiction of the PGB to impose the appropriate sanction in the event of any breach or breaches of the Minimum Standards Criteria. If a Club wishes to appeal any decision it must do so in accordance with the process set out in the Minimum Standards Criteria relevant to that Season.

## **2.7 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 PGB, must complete in full any education modules that may be developed and prescribed by the RFU and PRL 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 PREMIERSHIP**

### **3.1 Premiership League Rankings, Premiership Play-offs, and European Club competition qualification**

- (a) The provisions of this Regulation 3.1(a) refer to Matches in the Premiership League only. The position of a Club in the Premiership League 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 Premiership League match; and/or
  - ii) On each occasion it loses a Premiership League Match by seven points or less.

In the case of equality at any stage of the Season, positions at that stage of the Season shall be determined firstly by the number of wins achieved and then on the basis of match points differential. 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 Premiership League 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 and the same match points difference, the Club having scored more match points “for” shall be placed higher in the Premiership League than the Club having the lesser number of match points “for”. If the above does not establish different Premiership League positions then the Club in the higher position shall be the



Club that has achieved the higher aggregate match points scored by it in the same Season against the other Club. If this still does not establish the position then the Club who has won the most Matches, excluding its first Premiership League Match of the Season, then its second Premiership League Match and so on, until it can be established which is the higher placed Club.

- (b) At the end of the Premiership League Matches for each Season, the highest positioned four Clubs in the Premiership League shall qualify for the Premiership Semi-Finals for that Season. The Clubs placed first and fourth in the Premiership League and those placed second and third in the Premiership League shall play each other in one Match with the first placed and second placed Clubs having home advantage, such Matches to be known as the Premiership Semi-Finals. The winners of the Premiership Semi-Finals shall play each other in the Premiership Final. For the avoidance of doubt the team finishing highest placed in the Premiership League shall be deemed to be the Home Team in the Premiership Final.
- (c) The basis upon which the Clubs may qualify for participation in the agreed European Club competitions to take place in the 2017-2018 Season shall be based upon the highest ranked teams as determined by Regulation 3.1(a) of the 2015-16 Premiership Regulations (with the promoted Championship Club ranked in twelve position) and dependent on the number of qualifying teams permitted from England for each such competition and any other relevant qualifying criteria.
- (d) The Premiership Final shall be played at Twickenham Stadium.

### **3.2 Promotion and Relegation**

- (a) At the end of the Season the lowest placed Club in the Premiership League calculated in accordance with Regulation 3.1(a) above shall be relegated to the Championship provided that the winner of the Championship has met the Minimum Standards Criteria in accordance with Regulation 3.2(b)(iii) below.
- (b) Any Club winning the Championship wishing to be promoted to the Premiership in accordance with Regulation 3.2(a) above must:
  - (i) comply with the requirements of Regulations 2.3 and 2.4;
  - (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; and
  - (iii) meet on 31 March immediately prior to the Season the relevant provisions of the Minimum Standards Criteria required for promotion to the Premiership.
- (c) In the event that the highest placed club in the Championship is unwilling or unable to satisfy the requirements of Regulation 3.2(b) above the lowest placed Club in the Premiership League referred to in Regulation 3.2(a) above shall retain its place in the Premiership for the following Season.

- (d) In the event that a Club shall cease to be a member of the Premiership 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 member of the Premiership, such alterations and/or additions shall be made to the provisions of this Regulation 3.2 as the RFU (acting on the advice of the PGB) may think fit so as to achieve a situation where, at the beginning of the next Season, there are 12 Clubs in the Premiership, 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 club in the Championship being promoted to fill any vacancy created by the provisions of this Regulation 3.2 (d).
- (e) For the avoidance of doubt if at any time following the end of one Season and prior to the commencement of the next Season any decision is required to be taken by the Clubs regarding any matter, those Clubs to be in membership of the Premiership the following Season shall take such a decision save for any decision which would deprive those Clubs leaving the Premiership at the end of the previous Season of any funds or financial support related to the previous Season.
- (g) No Club may directly or indirectly make any financial or other inducement to any Club in the Championship so that it does not accept its place in the Premiership.

### 3.3 Eligibility and Restriction on Players.

- (a) A Club may only play or select as a replacement **or substitute** in a Match Players who hold Effective Registration for that Club or are an England Academy Player contracted to that Club or its Academy.

*(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)*

- (b) A Club in a Match may only play or select as a replacement any Player who is not in breach of any guaranteed off season rest period or any guaranteed rest weeks or the maximum game limit as set out in the Professional Game Agreement.
- (c) A Club may not in any Match have in the match day 23 at any one time more than two Foreign Players.
- (d) **A Club may not in any Match have in the match day 23 at any one time more than three Loan Players.**
- (e) A Club may not select as a Player or as a replacement for any Match any EPS Player where such selection would cause a breach of the Professional Game Agreement.
- (f) Any Player who, up to the deadline set by European Rugby Cup Limited for the

nomination of changes to the original squad for a Club's participation in the European competitions organized by European Professional Club Rugby Limited:

- (i) holds Effective Registration with a Club; and
- (ii) at that date is also registered/nominated by the same Club to play in any European competition organized by European Professional Club Rugby Limited;

shall remain holding Effective Registration with such Club and continue to be eligible to play in such European competitions for such Club notwithstanding that such Player may under RFU Regulations play (or be a replacement) for a club (other than a Club playing in the Premiership) in a competition organized by the RFU.

Any such Player may play for such Club in the Premiership and RFU organized competition match provided that evidence of his Effective Registration with such Club is shown on the Computerised Record held by the Registrar.

### 3.4 Replacements

- (a) In all Matches up to eight (8) replacements and substitutes are permitted in accordance with Law 3 and World Rugby resolutions/rulings/directives relating thereto and the Clubs shall comply with such Law and resolutions/rulings/directives.
- (b) In the interests of safety each team playing in the Premiership must have at least six (6) fit and able Players in the squad who can play at hooker, tight head prop and loose head prop who are suitably trained and experienced to ensure that on the first occasion that a replacement in any front row position 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 a Match is completed with or contains uncontested scrums, the Club that was responsible for causing uncontested scrums must upon the request of PRL provide to PRL 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. PRL 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 PRL in accordance with Regulation 14.2.
- (d) In every case where a Player needs to leave the field with a bleeding or open wound ("blood injury") a member of the opposition medical team has the right to request that the injury is assessed before any temporary replacement is authorised. That request must be made through the Reserve Referee prior to the Reserve Referee confirming any change with the Referee. The injury must be examined in the technical zone under the supervision of the Reserve Referee.

- (e) In circumstances where a member of a Club's medical team feels that there is a need to assess a blood injury of an opposition Player after a temporary replacement has been authorised, this request will also be made through the Reserve Referee who will facilitate an assessment with the opposition's medical team.
- (f) All requests to assess an injury of an opposition Player which are made through the Reserve Referee will be the subject of a report from the Reserve Referee which will be provided to PRL. PRL will have the ability to request any further information from any party connected to the Club(s) as it sees appropriate.

### 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 (in such form as the PRL and RFU may from time to time determine 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.
- (c) Within two hours of the end of the Match the Referee shall complete the 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 four hours after the end of the Match, complete and sign (which may include an electronic signature) the Match Result Card and submit to PRL with a copy to the RFU's Professional Rugby Director or such person or agency as he may determine and notify the Clubs from time to time. The RFU shall hold the definitive table of results for the Premiership League.
- (d) 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.
- (e) The Match Result Card must be completed accurately and any failure to do so shall be subject to a fixed penalty as provided for in Regulation 13.1.

### 3.6 **Club Ceasing to Play**

If a Club ceases to be a member of the Premiership during a Season for any reason and

by any means whatsoever and prior to the time when it has played all the Premiership League Matches which it is scheduled to play during such Season, then any Premiership league or match points allocated to any Club as a result of a Premiership League Match against such Club shall be disregarded for such Season.

### **3.7 Trophy**

The Club declared the Premiership champions in accordance with Regulation 2.2 shall hold the trophy until no later than 28 days prior to the Premiership Final for the next following Season when the relevant trophy shall forthwith be returned to PRL in good order and condition.

### **3.8 Match Videos**

- (a) PRL will supply for use by the RFU during the Season unedited Match footage of all Matches;
  - (i) in electronic format and available for download by the RFU as soon as reasonably possible following a Match; and
  - (ii) for use on a free of charge basis for officiating and discipline, injury surveillance and research, and game wide analysis projects agreed by the PGB and on the basis that the RFU shall pay to PRL (or a third party authorised by PRL) a reasonable and appropriate payment agreed by the RFU and PRL to produce the Match footage for the RFU's Match analysis and player development purposes.

## **4. FIXTURES AND KICK-OFF TIMES**

### **4.1 Arrangement of Fixtures**

- (a) All Match weekends to be played during a Season shall be arranged as soon as reasonably practicable following the end of the immediately preceding Season by PRL (within the Season structure approved from time to time by the PGB) and a list of such Matches shall be sent to each of the Clubs.
- (b) All Clubs shall confirm to PRL the dates and kick off times of the fixtures on the weekends as notified by the PGB by 1 July in each year or on such other date as determined by the PGB.
- (c) All Matches shall be played on the dates scheduled in the published Fixture List save (i) where both clubs agree to rearrange a fixture and PRL has given its written approval or (ii) where PRL decides to rearrange a fixture. Before making any decision PRL shall notify the RFU's Professional Rugby Director and keep the RFU's Professional Rugby Director informed of all issues relating to or arising from the decision. Such decision shall be binding on the Clubs, PRL and the RFU.
- (d) A Premiership League Match kick-off must, so far as possible, adhere to the time on the published fixture list or any change to that time approved by PRL and the Referee must report to PRL a delay in kick-off of more than ten

minutes. Before making any decision in relation to changes in the time of any Match kick-off, PRL shall notify the RFU's Professional Rugby Director and keep the RFU's Professional Rugby Director informed of all issues relating to or arising from the decision. Such decision shall be binding on the Clubs, PRL and the RFU.

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

- (a) In respect of Premiership League Matches, except as provided in Regulation 4.2 (b) and (c), the Home Club shall fix the time of kick-off of its Premiership League Match as follows:
  - (i) between 12 noon and 8pm in each case for a Premiership League Match played on a Saturday, Sunday or bank or other public holiday; and
  - (ii) between 7.30pm and 8pm for a Premiership League Match played on any other day.
- (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 PRL. Before making any decision in relation to changes in the time of any Match kick-off, PRL shall notify the RFU's Professional Rugby Director and keep the RFU's Professional Rugby Director informed of all issues relating to or arising from the decision. Such decision shall be binding on the Clubs, PRL and the RFU. In the event of a variation in the time fixed for the kick-off of a Premiership League Match, PRL shall forthwith notify the Visiting Club and Referee and Match Officials in writing of such variation.
- (c) Notwithstanding any other provisions of these Regulations, PRL has the absolute right to select or alter the proposed kick-off time.
- (d) In relation to a Premiership League Match televised live, PRL shall, as soon as reasonably practicable, determine the day on the published weekend and time of kick-off of such Premiership League Match. Before making such decision PRL shall consult with both the Home Club and the Visiting Club and shall notify the RFU's Professional Rugby Director and keep the RFU's Professional Rugby Director informed of all issues relating to or arising from the decision. Such decision shall be binding on the Clubs, PRL and the RFU. PRL shall notify the Clubs and the officials of the kick-off times with which the Clubs will comply.
- (e) In respect of Premiership Play-offs Matches, the kick off time shall be as notified by PRL. Before making any decision in relation to the kick-off time, PRL shall notify the RFU's Professional Rugby Director and keep the RFU's Professional Rugby Director informed of all issues relating to or arising from the decision. Such decision shall be binding on the Clubs, PRL and the RFU.

#### 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, the interval between each of the two halves shall be 15 minutes during which time the teams will leave the pitch.

- (b) In the Premiership Semi-Finals, and the Premiership Final, if after 40 minutes of play each way the scores are level, there shall be an immediate period of extra time between the teams of 10 minutes each way, with a one minute interval. If the scores remain equal after this period of extra time then the winner will be the team which has scored the most tries in the game (including extra time). If the scores are level and the number of tries scored is equal, then there shall be a place kick competition (as set out in Schedule 1) to determine the winner.

#### 4.4 **Non-Fulfillment Of Fixture Obligations**

- (a) Each Club must comply with the schedule of pitch inspections agreed by PRL and the RFU's Head of Elite Referee Development in the days leading into any Match and on the day of the scheduled Match.
- (b) In adverse weather conditions, each Club must notify PRL of any concern in relation to the condition of the pitch and notify PRL of the steps it has taken to minimize disruption to any Match. The Club must retain regular contact with both PRL and the RFU's Head of Elite Referee Development in relation to the condition of the pitch. PRL may exercise its powers under Regulation 5.3 (a) to require a Club to take appropriate action to ensure its pitch is being maintained to an adequate standard which shall include but not be limited to the use of the PRL Pitch Protection System and the management of that in accordance with the best advice of the contractor designated by PRL. It is the responsibility of the Home Club to monitor the weather conditions in the week leading into any Match.
- (c) The Referee shall determine if the ground is fit for play. Wherever possible, that decision will be made by the Match Referee at least 3 hours before the scheduled kick off. However, where there is a possibility that conditions could change and the pitch be fit to allow the Match to go ahead, the Referee or other identified official, may decide to delay any decision until any time prior to kick off. If one team refuses to play it may be subject to disciplinary action and the burden of proof will be placed upon the Club who decided not to play to give an acceptable rationale for not playing.

#### **Abandoned Matches – weather conditions**

- (d) 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 Referee and the Home Club (where applicable) to verbally advise the RFU's Professional Rugby Department and PRL of the reason for non-playing or non-completion of the Match immediately following the abandonment and to provide PRL with a written report within 24 hours of the abandonment unless an extended period has been specified by PRL. PRL will determine if the Match will be replayed on a date specified by PRL (having first consulted with the RFU's Professional Rugby Director and if he has any objection to the proposed date, having referred the matter to the PGB for a final decision) or whether the result will stand.
- (e) Following the notification of the abandonment of the Match from the Referee and having obtained advice in relation to the forecasted local weather conditions and being in receipt of any other information deemed by PRL to be relevant, PRL may determine that the pitch could be playable the following day and may require the away team to remain in the immediate vicinity of the ground for a further 24 hours.
- (f) If PRL, in its absolute discretion, determines that the Match may be playable within approximately 24 hours following any postponement, the Home Club must have made all necessary health and safety arrangements and arranged appropriate stewarding to ensure that the Match can be played if the pitch is passed fit by the Referee;
- (g) If a Match is abandoned 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.

#### **Abandoned Matches – any reason other than weather**

- (h) 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 and score of that Match may be determined by PRL in its absolute discretion but subject to the right of the affected Clubs to appeal the decision pursuant to Regulation 15.2. PRL may order the Match to be replayed in which event the Match will take place on a date specified by PRL (having consulted first with the RFU's Professional Rugby Director and if he has any objection to the proposed date, having referred the matter to the PGB for a final decision)

#### **Failure To Fulfill Obligations**

- (i) No Club shall, without just cause (it being for PRL, 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.
- (j) In the event that a Club shall so fail to fulfil a Match PRL may, and subject to the Club's right of appeal pursuant to Regulation 15.2, in its absolute discretion in the case of Premiership League Matches award the league points to either side, divide the league points between the sides or decide that no league points



shall be awarded. If PRL is of the view that a Club has unjustifiably failed to fulfil its obligations it may in the case of Premiership League Matches deduct league points from the Club and/or in the case of all Matches 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. Matches may not be rearranged to the period of the Six Nations or postponed to the period of the Six Nations Tournament unless the prior approval of the PGB has been obtained. In each case PRL shall have regard to the likely final positions of the Clubs at the end of the Season (including other Clubs in the Premiership League) the commitments of the Clubs 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 PRL pursuant to this Regulation 4.4 shall be subject to the right of the affected Clubs to appeal the decision pursuant to Regulation 14.2.

- (k) Any Club which is suspended from playing rugby union football for disciplinary reasons will not be permitted to re-arrange any Match falling within the period of the suspension. The effects thereof on the non-offending Clubs in the Premiership shall be dealt with by the RFU (having consulted with PRL) in its absolute discretion but subject to a right of appeal by any affected Club.
- (l) In addition to and whether or not a penalty is imposed upon a Club by PRL or the RFU where in the opinion of the RFU 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 Clubs be determined by the RFU.

#### **4.5 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 shall not arrange any Match other than Matches unless approved in writing by PRL and the RFU.
- (c) The RFU shall consult with PRL where a request is received to accommodate another competition's fixture between two professional Clubs (which shall include but not be limited to Super Rugby, Celtic League or Top 15 fixtures).

### **5. GROUNDS**

#### **5.1 Registration of Ground, Pitch Dimensions and Relocation**

- (a) Each Club shall, by 1 February in each year, register its principal 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 Legal and Governance Director and with PRL for the attention of the Chief Executive. Without the

approval of the PGB, no Club shall move to another ground or play any home Matches on a ground other than the registered principal home ground, the registered contracted standby ground or temporary ground or at a ground pre-approved by the PGB.

- (b) Each Club shall, by 1 September in each year, register with the PRL Chief Executive the pitch dimensions at such grounds.
- (c) If a Club wishes to relocate to a temporary ground during the Season it may only do so provided the provisions set out in the Minimum Standards Criteria relating to relocation to temporary grounds have been complied with.

## 5.2 Facilities and Equipment

- (a) Each Club shall provide such facilities at its ground as may be determined from time to time by the Minimum Standards Criteria. The PGB may require a Club to take such steps as it shall specify if such facilities are not being provided or are not being provided to a standard reasonably acceptable to the PGB.
- (b) All Clubs in the Premiership shall be obliged to use a specified ball for all Matches as may be determined by PRL from time to time.

## 5.3 The Pitch

- (a) Each Club shall take all reasonable steps to maintain its pitch to an adequate standard. PRL 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) No Match shall be played on synthetic or artificial grass surfaces without PRL's approval. 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.
- (c) Except for in exceptional circumstances, it being for PRL to determine what amounts to exceptional, 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 (b) unless approved in writing by PRL.
- (d) The Home Club is responsible for correctly and clearly marking its pitch to the satisfaction of PRL and will use its best endeavors to remove any football markings which may also be visible on the pitch.
- (e) Each Club must make proper provision to ensure that all spectators are kept at a reasonable distance from the field of play.
- (f) Each Club must make provision for two technical areas as outlined in Schedule 2 and shall ensure that all coaching and playing personnel comply with the requirements contained therein. In addition, each Club must ensure that both team replacements and coaching staff are not permitted pitchside except within the structures specifically provided for them or within the boundaries of the technical area or at and for the extent of half-time or, in the case of team

replacements, for the purpose of warming up only, at the end of the pitch towards which such replacements' team is attacking.

- (g) The Home Club shall also provide an additional 10 seats in a reasonable location with close proximity to the dressing rooms for the support staff and travelling reserves of the Visiting Team. Each of these seats must have been identified and approved by PRL by 1 August prior to the start of the Season. PRL shall determine the location of these seats if the proposed location is not deemed by PRL to be in a reasonable location.
- (h) 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 (i.e. within the two 10 metre lines) in a reasonably elevated position with close proximity to the dressing rooms, for the coaching staff and match analysis staff of the Visiting Club. The Visiting Club seating must be positioned in order to protect both coaches, analysts and their equipment from rain and adverse weather conditions. Each of these seats must have been identified and approved by PRL by 1 August prior to the start of the Season and must have a fixed working area and have 240v power available for use by Club analysts. PRL shall determine the location of these seats if the proposed location is not deemed by PRL to be in a reasonable location and/or sufficiently protected from rain and adverse weather conditions.
- (i) Any Player temporarily suspended when playing in a Match must remain in the technical area or leave the playing enclosure and be clearly and readily identifiable to the Fourth Official.
- (j) Any Player ordered off must leave the playing enclosure and must retire to the changing rooms or stands. For the avoidance of doubt, a Player may not remain in the technical area or pitch side once he has been ordered off by the Referee.

#### 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.

### 6. **PLAYING KIT**

#### 6.1 **Colours**

- (a) No later than 10 February 2018 each Club shall give to PRL details in writing for Season 2018-2019 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. PRL 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 Premiership broadcasters. If PRL has not indicated approval or otherwise by 1 March 2018 approval shall be deemed to have been given for Season 2018-19.

- (b) PRL shall determine which choice of colours a Club wears in any Match, but may, in its absolute discretion, allow a Home Club and the Clubs in the Premiership Final to wear their first choice colours. The colours so notified to and approved by PRL 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 PRL.

## **6.2 Jersey Advertising**

In Matches Players' jerseys may carry advertising subject to any requirement from time to time specified by PRL, the RFU and/or World Rugby.

## **6.3 Numbering of Jerseys**

In Matches in each Season jerseys shall be numbered in accordance with World Rugby Regulations and carry Players' names in accordance with PRL's requirements. All Clubs are to obtain the letters and numbers for such jerseys exclusively from PRL and from no other supplier.

## **7. MATCH OFFICIALS**

### **7.1 Selection**

As soon as practicable before a Match, the RFU shall notify the relevant Club(s) of the Match Officials for such Match.

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

In relation to Matches the Home Club shall be responsible for:

- (i) making available to the Referee, Reserve Referee and the Assistant Referees separate suitable changing room facilities; and
- (ii) providing an official from the Home Club to act as the Fourth Official who shall be responsible, under the authority of the Referee, for the touchline operation of replacements, "blood bin" and "sin bin" in conjunction with the Reserve Referee. In the event that one of the Assistant Referees is required to replace the Reserve Referee such Fourth Official may be called upon to act as one of the Assistant Referees at the request of the Referee; and
- (iii) making available seating for the time keeper operating the countdown clock, the Citing Commissioner and the referee manager all with an appropriate working area away from and outside of the vicinity of the coaching staff of the Visiting Club and Home Club and having the location of such area approved by PRL by 1 July prior to the start of the Season. PRL shall determine the location of these seats if the proposed location is not deemed by PRL to be in a suitable location with an appropriate working area: and
- (iv) subject to 4.4 (b) making available on request by the Visiting Club the use of the pitch for a captain's run of for up to 1 hour on the day before the Match. Such request shall be made by the Visiting Club at least 48 hours prior to kick-off of

the Match;

- (v) making available to the Visiting Club the pitch for their pre-match warm up unless adverse weather conditions prevent both teams from warming up on the pitch. In the event that both teams are unable to warm up on the pitch a suitable area must be provided to the Visiting Club; and
- (vi) making available a position for each Club's pitchside video reviewer (as required in clause 8.1(d)) within close proximity to the Technical Area. The location of this position must be agreed with PRL by 1 August 2017.

### 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 PRL.

### 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 RFU.

## 8. **MEDICAL MATTERS**

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

- (a) It is the responsibility of both Clubs in Premiership League Matches, and the Premiership Semi-Final to ensure that each Club has an appropriately qualified medical practitioner present pitch side to attend to Players, the Referee and the Assistant Referees during the Match, at half-time and immediately after the Match. To be considered an appropriately qualified 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) In addition to the above, it is the responsibility of the Home Club in Premiership League Matches, and the Premiership Semi-Final to ensure that: (a) an appropriately qualified immediate care doctor will be positioned pitch side to attend to Players from both teams as required during and immediately after the match. Such immediate care doctor must demonstrate that he/she is fully registered with the General Medical Council (GMC) and has successfully completed the level 3 Immediate Care in Sport Course (ICIS) course (or equivalent), which must be current and valid; and (b) such medical facilities as are defined in the Minimum Standards Criteria document are available for the use by the above mentioned medical practitioners.

- (c) 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 a suitably qualified physiotherapist he/she must be able to 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 and has completed World Rugby's education module on Concussion Management for Elite Level Match Day Medical Staff. To be considered suitably a qualified BASRAT approved sports rehabilitator he/she must be able to 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 Immediate Care in Sport Course (ICIS) Steering group for the Season; and has completed World Rugby's education module on Concussion Management for Elite Level Match Day Medical Staff.
- (d) It is the responsibility of each of the Clubs to provide for each Match a pitchside video reviewer who shall monitor and immediately advise the Club's Doctor of any Player who has suffered concussion or is suspected of having concussion during a Match. Each Club shall ensure that the relevant equipment, as notified by PRL, is in working order and set up ready for use prior to each Match.

## 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 World Rugby's Concussion Guidelines and the RFU's Concussion Management Programme (as defined in the Pitch Side Immediate Care in Sport Course), including post concussion testing with Cogsport (or such other recognised psychometric test that the RFU's Concussion Management Programme shall from time to time specify).
- (b) The **Head Injury Assessment Review Process** set out in Schedule 3 shall apply to all Premiership Matches.

## 8.3 Minimum Standards Criteria – Medical Elements

The medical elements of the Minimum Standards Criteria must be complied with by Clubs at all times.

## 9. MATCH EXPENSES AND RECEIPTS

### 9.1 Gate receipts

- (a) Subject to the Professional Game Agreement, gross receipts from the Premiership Final less costs agreed by the RFU for staging the Match (if at Twickenham Stadium) shall be for the account of PRL.

- (b) When a Match is postponed or abandoned in circumstances where it is required to be replayed, PRL shall determine whether the Visiting Club (or, in the case of the Premiership Final both Clubs) shall be entitled to receive from the Home Club (or, in the case of the Premiership Final PRL), out of the gate receipts, reasonable traveling and accommodation expenses caused solely by the postponement or abandonment, and if so, the amount of such expenses.

## 10. **OTHER COMPETITIONS**

Each Club shall only participate in those competitions set out in clause 3.12 of the Professional Game Agreement.

## 11. **FINANCE, BROADCASTING AND SPONSORSHIP**

### 11.1 **Accounting records**

- (a) Each Club shall keep accounting records which:
  - (i) are sufficient to show and explain the Clubs' 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 PRL; and
  - (v) comply with such requirements are contained in the RFU Regulations or regulations made thereunder.
- (b) In the event that PRL considers that a Club may be unable to fulfil its obligations under the Regulations then PRL is entitled to require such Club to provide to PRL and/or its appointed representatives or advisers such accounting records referred to in Regulation 11.1 (a) above as PRL deems necessary.
- (c) Such accounting records shall be kept confidential by PRL 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.

### 11.2 **Broadcasting Contracts**

- (a) PRL 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 PRL to fulfil or enable fulfillment of any contract referred to in paragraph (a) of this Regulation,

including (but without limitation) providing access to enable television companies to film Matches at the grounds of relevant Clubs.

- (c) Subject to paragraph (a) above, no Matches shall be broadcast in any form or recorded without the prior written approval of PRL.
- (d) For the avoidance of doubt and except as otherwise agreed in writing by PRL, 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.

### **11.3 Defaulting Clubs**

- (a) The RFU shall be entitled to apply any sums which, under these Regulations (including, but without limitation, Regulations 11.4 and 11.6), would otherwise be payable to a 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 31 March, 30 June, 30 September and 31 December in each year and to be paid on demand therefor.

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

### **12.1 Players' Contracts**

- (a) Each Club shall only use the standard form player contract as notified to them by PRL and approved by the RFU from time to time for all new contacts with Players and any renewals of existing contracts with Players. Each Club shall ensure that all players comply with their obligations to PRL arising under the standard form contract.
- (b) The promoted Club from the Championship shall use all reasonable endeavours to ensure that all contracted Players are on the standard form player contract as notified to them by PRL and approved by the RFU, such contracts shall be submitted to PRL by 1 August prior to the start of the Season.
- (c) Each Club shall use all reasonable endeavours to ensure that all Players selected to be part of one of the RFU's three Elite Player Squads sign the EPS Player Agreement issued by the RFU within 14 days of their selection for that Squad.

### **12.2 Insurance**

Each Club must participate in the Joint Professional Player Insurance scheme agreed by PRL, the RFU and the RPA.



### 12.3 **Medical Matters**

- (a) Each Club shall keep detailed up-to-date medical records in respect of each of its Players on the RFU's EPAS Medical System. The standards of record keeping for medical personnel are defined in the Minimum Standards Criteria. 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.
- (b) Clubs and Players shall abide by the regulations in relation to anti-doping and the illicit drug policy as may be specified by the RFU and World Rugby.

### 12.4 **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 the Laws of the Games and/or of RFU Rule 5.12 may be investigated in accordance with the RFU Disciplinary Regulations, and the RFU shall have exclusive jurisdiction to take disciplinary action and apply sanctions to Clubs, Officials, Players and any other Members.

### 12.5 **Inducement and Approaches**

- (a) Except with the prior written approval of the relevant Club, no Club, Official or Player shall, directly or indirectly, induce or attempt to induce a contracted Player, member of coaching staff or other contracted person to leave, for any purpose whatsoever, such Club for which he is registered or a member or employee, provided always that such prior written approval shall not be required in the final six months of the term of any contract.
- (b) Public statements by a Club, Official or Player of their interest in a Player registered with another Club shall be regarded as an inducement within the meaning of paragraph (a) of this Regulation.

### 12.6 **Disputes**

- (a) Any dispute or difference in relation to Player's contracts not otherwise expressly provided for in these Regulations between Clubs shall be referred in writing to the RFU or a Panel designated by 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.
- (b) In the event that a Club is dissatisfied with any adjudication of the RFU pursuant to Regulation 12.6 (a) it may appeal pursuant to Regulation 14.2.

## 13 **FIXED PENALTIES**

### 13.1 **Penalties**

- (a) The RFU shall be entitled from time to time to impose a fixed or fix penalties in respect of any breach of any of these Regulations and/or any breach of the RFU's Rules or other Regulations and/or any breach of World Rugby's

Regulations and Clubs and their Players shall be bound by such penalty or penalties.

- (b) PRL shall be entitled from time to time to impose a fixed or fix penalties in respect of any breach of Regulations 3.4, 3.5, 4.1-4.3, 4.4 (a) – (k), 5.1 (b), 5.2 (b), 5.3, 6, 7.2 (iii) – (vi), 11.1, 11.2 and 12.1 and 12.2 subject to any appeal pursuant to Regulation 14.2.
- (c) PRL shall be entitled from time to time to impose sanctions in respect of breaches of the Salary Cap Regulations. Such sanctions may include but not be limited to a point(s) deduction and/or financial penalty. Any appeal to any such sanction shall be dealt with in accordance with the independent appeal process and as set out in the Salary Cap Regulations.

### **13.2 Academy Player Compensation**

All Clubs and Players must (and ensure those acting on their behalf) comply with the compensation regulations set out in Schedule 4 pertaining to Academy Player Compensation.

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

### **14.1 Power of Inquiry**

- (a) The RFU may investigate and, where appropriate, bring a charge in relation to any suspected or alleged breach of these Regulations and/or any other RFU Regulations by Clubs, Officials and Players. For these purposes, the RFU may require the attendance of Officials, Players and other persons and the production of all books, letters and other documents or records. Where a charge is brought, an independent Panel will be appointed by the RFU Judicial Secretary. A Notice of Hearing shall be sent to the Person, Player or Club charged.
- (b) PRL may investigate and, where appropriate, bring a charge in relation to any suspected or alleged breach by Clubs of Regulations 3.4, 3.5, 4, 5.1 (b), 5.2 (b), 5.3, 6, 7.2 (iii) – (vi), 11.1, 11.2 and 12.1 and 12.2. Such Panel must be selected from those persons having the experience to deal with the matters concerned and having no conflict of interest, and the appointment of a Panel is without prejudice to the RFU's right to discipline Clubs and Players in accordance with its rules and regulations. For these purposes, PRL may require the attendance of Officials, Players and other persons and the production of all books, letters and other documents or records. Where a charge is brought, a Panel shall be appointed in accordance with the authority provided to PRL by the PRL Board.
- (d) In the event that PRL has exercised the right set out in Regulation 14.1 (b) above and the RFU Head of Discipline is of the view that it is in the best interests of the game that the RFU appoint a Panel pursuant to Regulation 14.1 (a) above he may in his absolute discretion require PRL to hand the matter to him for action under Regulation 14.1 (a). If the RFU Head of Discipline makes this determination any inquiry by PRL shall immediately cease and all documentation and information shall be passed to the RFU's Head of Discipline

forthwith. Furthermore, in the event PRL has not exercised its powers under Regulation 14.1 (b) above within seven days of the suspected or alleged breach, the RFU may in its absolute discretion bring such a charge.

- (e) Any Panel convened pursuant to this Regulation 14.1 shall have jurisdiction to impose such penalty as it thinks fit including, but not limited to, financial sanctions, points deduction and suspension. For the avoidance of doubt, this power shall include a power to impose any sanction which could be imposed for breach of any RFU Regulation which is equivalent to a breach of these regulations or for a breach of any other RFU Regulation.

## 14.2 Appeals

- (a) With the exception of penalties imposed pursuant to Regulation 13.2 above where appeals are only permitted on the facts of the case and not on the level of any penalty imposed, the RFU in all cases and any Club which is ordered to pay a fixed penalty or upon which any other penalty is imposed by or on behalf of the RFU or by the PGB or PRL as set out in these Regulations 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, the PGB or PRL 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 Disciplinary Regulation 19, and the decision of the Appeals Panel shall be final and binding on PRL, the RFU, all Clubs, Players and Officials.
- (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, the PGB or PRL (as the case may be) (or one made on behalf of the RFU, the PGB or PRL) is under appeal, the RFU, the PGB or PRL (as the case may be); and
  - (iii) in any case resulting from a complaint by a Club, Official or Player, the complainant, and the RFU, the PGB or PRL 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, the PGB or PRL (or one made on behalf of the RFU, the PGB or PRL) 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.
- (e) An appeal shall be commenced by the appellant lodging with the RFU Head of Discipline, 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 £1,000.
- (f) The procedure for appeals will be in accordance with the RFU Disciplinary 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 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, the PGB or PRL (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.

#### 14.3 **Admissibility of Evidence**

In dealing with any matter under Regulation 14, the RFU (or the sub-group on its behalf), the PGB and PRL 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.

#### 14.4 **Legal Representation**

A Club, Official or Player appearing before the RFU (or the sub-group on its behalf)

and/or an Appeals Panel may be represented by a solicitor or counsel.

#### 14.5 **Publication and Privilege**

The RFU (or the sub-group on its behalf) or an Appeals Panel shall be entitled to publish as they shall think fit reports of their 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 RFU (or the sub-group on its behalf) or appeal and to the publication or reports thereof and to have accepted the same as privileged in law.

### 15. **SHAREHOLDINGS AND INTERESTS**

#### 15.1 **Common Control**

- (a) Except with the prior written consent of RFU and PRL, and subject to any conditions which may be imposed by RFU in consultation with PRL, no 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 two leagues in the English Clubs Championship (currently The Championship and National Division Two).
- (b) Except with the prior written consent of the RFU and PRL and subject to any conditions which may be imposed by the RFU in consultation with PRL, 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 two leagues in the English Clubs Championship (currently The Championship and National Division Two).
- (c) The RFU shall not give consent where to do so would breach any World Rugby Regulation.

#### 15.2 **Transfer of Rights**

- (a) Approval from the RFU (having consulted first with PRL) (such approval not to be unreasonably withheld or delayed) 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 (having consulted first with PRL) (such approval not to be unreasonably withheld or delayed) 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 15.2 (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.

### 15.3 Mergers and Acquisitions

- (a) Any Merger or Acquisition involving a Club must comply with the regulations in the Handbook.
- (b) Approval from the RFU (having consulted first with PRL) (such approval not to be unreasonably withheld or delayed) shall be required for any merger between Clubs or between a Club and a Club which is for the time being a member of the highest two leagues in the English Clubs Championship (currently The Championship and National Division Two).
- (c) Approval from the RFU (having consulted first) (such approval not to be unreasonably withheld or delayed) shall be required for any Acquisition by a Club of another Club or of a Club which is for the time being a member of the highest two leagues in the English Clubs Championship (currently The Championship and National Division Two).
- (d) Applications in writing should be made to the RFU for approvals under Regulation 15.3 (a), (b) and/or (c), which 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.

### 15.4 Offshore Holdings

- (a) Approval from the RFU (such approval not to be unreasonably withheld or delayed) 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.

### 15.5 Breach of Regulations 15.1 to 15.4

- (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 15.1 to 15.4:
  - (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 15.1 to 15.4, 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 15.1 to 15.4, a Club in breach of any of Regulations 15.1 to 15.4 may be expelled or suspended from the Premiership in accordance with the provisions of Regulation 2.5 (c).

## 16. MISCELLANEOUS

### 16.1 Good faith and Confidentiality

- (a) No Club, either by itself, its servants or agents, shall by any means whatsoever unfairly criticise, disparage, belittle or discredit any other Club, the Premiership, the Matches, PRL or the RFU or any of their respective Directors, officers, employees or agents.
- (b) A Club shall not, either during its membership of the Premiership 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 Premiership or PRL 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 membership of the Premiership, 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.
- (c) 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.
- (d) 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.

### 16.2 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) Any dispute arising out of or in connection with these Regulations (including any dispute or question about the existence or validity of these Regulations) shall be resolved in accordance with these Regulations and decisions made pursuant to these Regulations shall be final and binding on all Clubs, players and other parties under the jurisdiction of these Regulations.

### 16.3 Notices

- (a) Any notice required to be given or served under or in connection with these Regulations:
- (i) shall be in writing; and
  - (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 PRL and Clubs for such purpose; and
  - (iii) may be given to PRL at its registered office for the time being or at such other address as it may notify in writing to the RFU and the Clubs for such purpose; and
  - (iv) 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 and PRL 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.



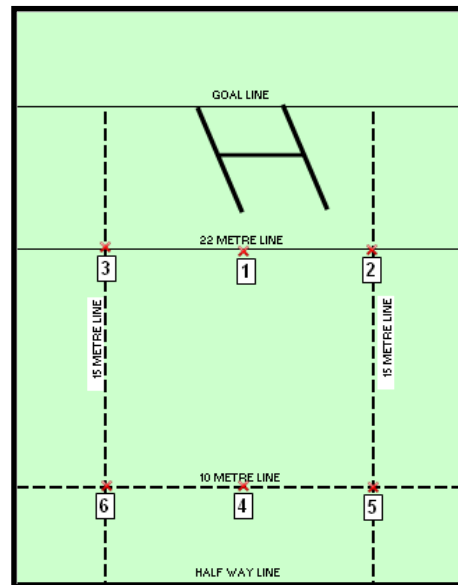
## SCHEDULE 1

### PLACE KICKING COMPETITION

If at the end of Play-Off Match referred to in Regulation 3.2 (c) above or the Premiership Semi-Final or Final referred to in Regulation 4.3 (c) above the scores remain equal and the number of tries scored in the Match (including during extra-time) remain equal then the Referee will conduct a place kick competition to determine the winner of the Match according to the following procedures:-

- All Players and the Match Officials will remain on the playing area. The Referee will call the captains of the two teams at the end of the Match to the centre circle and will conduct two coin tosses. The first toss of the coin will determine which team selects the end of the playing area at which all place kicks will be taken; the second toss of the coin will determine which team kicks first or second.
- Team A and Team B will each nominate 3 kickers from the Players on the pitch at the end of extra time to participate in the place kick competition.
- The Match Officials and the six nominated Players (3 from each side) will assemble on the halfway line. All other Players and team management must remain in the technical areas. No one other than the Match Officials and the participating Players is allowed in the playing area or behind the posts for the duration of the kicking competition.
- Each kicker will be allocated a number i.e. Kicker 1, Kicker 2 or Kicker 3. This designation cannot change.
- If during the place kick competition any of the 3 kickers becomes injured he will be replaced by a Player who was on the pitch at the end of extra time.
- The first phase of the competition will consist of 6 kicks from 6 positions as outlined in the diagram below.
- Each kicker will take 2 kicks in the following order:-
  - Kicker 1 from team A and Kicker 1 from team B will each take a kick from position **1**.
  - Kicker 2 from team A and Kicker 2 from team B will each take a kick from position **2**.
  - Kicker 3 from team A and Kicker 3 from team B will each take a kick from position **3**.
  - Kicker 1 from team A and Kicker 1 from team B will each take a kick from position **4**.
  - Kicker 2 from team A and Kicker 2 from team B will each take a kick from position **5**.
  - Kicker 3 from team A and Kicker 3 from team B will each take a kick from position **6**.
- If the teams are level at the end of the 6 kick competition there will be a '*sudden death competition*'. All kicks will take place from position **4** and kicks will be taken in the following order:-
  - First to kick will be Kicker 1 from each team

- Second to kick will be Kicker 2 from each team
  - Third to kick will be Kicker 3 from each team
  - Kicks will continue in this order until a point is reached where each team has taken the same number of sudden death kicks but one team has scored one more than the other team. When this point is reached the team that has scored more successful kicks will be declared the winner.
- For the avoidance of doubt the Match Referee is the sole judge of whether a kick has been successful. In reaching this decision the Match Referee may rely on assistance from his Assistant Referees and/or TV Match Official



## **SCHEDULE 2**

### **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 persons (certified doctors or physiotherapists only) and two water carriers per team are permitted to operate from the technical areas. One of these medics 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. Both medics and water carriers must wear the appropriate identification as instructed by PRL.
- 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. The Team Manager must wear the appropriate identification as instructed by PRL and once identified, the Team Manager must not inter-change with any other member of his team’s management.
- 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 Paragraph 2 (a) of this Schedule 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. This medic must wear the appropriate identification armbands as instructed by PRL.
- 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 except to notify Match Officials of a severe injury when requesting that the Match be stopped.

### **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. Water carriers must remain in the technical area at all other times.
- b. The two water carriers are not permitted in the playing area during penalty kicks at goal unless one enters the playing area with the sole intention of providing a kicker with a kicking tee.
- c. The two water carriers must not obstruct, interfere or aim comments at Match Officials except to notify Match Officials of a severe injury when requesting that the Match be stopped.
- 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 as designated by PRL 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. Where a technical area is within 2 metres of the touchline/and/or within the advertising boards alternative seating within the stand must be used by the replacements and coaching teams during the Match. The Home Club must make suitable provision for both teams.
- 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.

## **6. Management of Replacements and Substitutions**

- a. The management of the replacement and substitution process is the responsibility of the Fourth and Fifth Officials. Replacements and substitutes are only permitted to enter the field of play after the Fourth or Fifth Official has communicated to the Referee and this has been acknowledged by the Referee.
- b. When a replacement or substitution of a Player is going to take place, the team manager or person administering replacements and substitutions on behalf of a team, must present a completed substitution / replacement form to the Fourth or Fifth Official that clearly indicates the number of the Player leaving the field of play, the reason for a Player leaving the field of play and the number of the Player who will be entering the field of play in that Player's place, once permitted to do so by the Fourth or Fifth Official.
- c. The Fourth or Fifth Official will escort the Player entering the field of play to the touch line at the halfway line and will only let that Player enter the field of play when the Player leaving the field of play has crossed the touch line, the touch in goal line or the dead ball line and is off the field of play.
- d. A replacement Player may be allowed to enter the field of play before the Player leaving the field of play crosses the touch line, the touch in goal line or dead ball line if the Player leaving the field of play is injured such that it necessitates the Player being escorted from the field of play by medical personnel. In such cases the Fourth or Fifth Official will indicate to the replacement Player when they are permitted to enter the field of play.
- e. If for any reason there are more than fifteen Players on the field of play during play, the Fourth or Fifth Official(s) will make contact with the Referee and inform him of the situation. The Referee will apply Law 3.2 and order that the Captain of the offending team removes the extra Player(s) from the field of play and will award a penalty kick to the non-offending team.

### **SCHEDULE 3**

#### **2017-18 RFU Head Injury Assessment Review Process**

The HIA Review process is an education, training and compliance support process developed to underpin player welfare and safety in elite adult rugby with respect to head injuries. This process will monitor adherence to the latest World Rugby HIA Protocols. The HIA Review process will replace the Concussion Management Monitoring Process (CMMP) from September 1 2017 for all tournaments and competitions for which the RFU obtains World Rugby approval to apply the Head Injury Assessment set out in World Rugby Law 3.12.

This process is in line with and reflects the key features of the World Rugby HIA Review Process which have been provided to all Unions. In the event of any inconsistency between the World Rugby HIA Review Process and the RFU HIA Review Process, the RFU process set out in herein will take precedence.

Please note that this process does not seek to intervene or influence the medical management of any individual player, which shall remain the responsibility of the Club/Team doctor.

The RFU HIA Review Process will apply in the following tournaments/competitions:

- Aviva Premiership
- England Senior Summer and Autumn Home Internationals (men and women)
- England U20 Home Internationals (men and women)
- A-League \*Post Game Video Review upon referral only
- Championship \*Post Game Video Review upon referral only

\* It is acknowledged and approved by World Rugby that for certain competitions, a post game video review process upon referral will be necessary rather than this process applying to all HIA events.

The RFU Head Injury Assessment Review process will consist of two discrete elements which are:

- The Post Game Video Review process and
- The Head Injury Assessment Review process.

#### **POST GAME VIDEO REVIEW PROCESS (PGVR)**

1. The PGVR process shall be agreed by the PGB Medical Advisory Group and notified to each Club and England Team in writing.

2. The deadlines set out in this document may be amended with the written agreement of the RFU Professional Rugby Director (or his/her designee) or in the case of any match involving a Premiership Club, the PRL Rugby Director (or his/her designee).
3. The PGVR will be instigated either by an independent video reviewer (IVR) reviewing the match footage: (a) of his/her own accord; or (b) in response to a referral from a club, citing officer or referee involved in the match or by the RFU Professional Rugby Director or PRL Rugby Director (or his/her designated nominees), provided such referral is made within 48 hours from the end of the match.
4. The IVR will review the match footage and within 12 hours of the footage being uploaded onto the Review Portal for review, the IVR will:
  - (a) Submit comments onto the Review Portal ; and
  - (b) Write to the Club or England medical team should the IVR have further enquiries of the club/team.
5. In the event the IVR makes further enquiries from the Club or England medical team, the Club or England medical team must respond to the IVR within 48 hours of receipt of the written enquiries by uploading their responses onto the Review Portal.
6. All written enquiries and responses shall be done via the online Review Portal.
7. In the event of a disagreement between the IVR and the team doctor on the interpretation of a video, the IVR shall inform the RFU Chief Medical Officer (CMO) who may consult with the World Rugby Independent Video Interpretation Expert Group. If consulted, the World Rugby Independent Video Interpretation Expert Group must provide its written report within 24 hours of receipt of the review request. Notwithstanding any referral to or report from the World Rugby Independent Video Interpretation Expert Group, the IVR still has the ability to refer a case in accordance with paragraph 9 below.
8. If the IVR or CMO concludes that there is a justifiable medical reason or explanation for an incident, no further referral will be required and the CMO will decide whether further action, education and/or training is required.
9. If the IVR or CMO concludes anything other than a justifiable medical reason or explanation for an incident, the IVR or CMO must refer the case to the HIA Review Group set out in paragraph 10 below. By way of guidance only, below is a non-exhaustive list of examples which should result in a referral to the HIA Review Group:
  - a. A deliberate or reckless failure to comply with the HIA Protocols is evident for example off-field assessment completed in time that compromises quality of assessment, potential tactical manipulation of HIA Protocol

- b. A failure of the delivery of video viewing is identified e.g. no side-line video link
- c. A deliberate attempt by any team member to influence a medic in relation to HIA is noted
- d. Repeated errors (more than 2 in a 2-year period) in application of HIA Protocols
- e. Evidence of a deliberate obstruction of the HIA Protocol or HIA Process Review
- f. Any other act or omission in relation to the HIA Protocol that significantly jeopardises player welfare

## **HEAD INJURY ASSESSMENT REVIEW**

10. The HIA Review Group shall be appointed by the RFU Head of Judiciary and composed of an:

- a. Independent Lawyer (who must be eligible to sit as a Judicial Officer under World Rugby Regulations) who shall chair the HIA Review Group
- b. Union CMO
- c. A member of World Rugby's independent Concussion Advisory Group (who is independent of the World Rugby Independent Video Interpretation Expert Group)

11. The chair of the HIA Review Group may, if he/she wishes:

- a. invite a competition representative and a RFU representative to sit as additional members of the HIA Review Group; and/or
- b. consult with other third parties such as competition representatives/tournament organisers.

12. The HIA Review Group will preferably meet in person (or via conference call if absolutely necessary) within 36 hours of a referral by the IVR or CMO.

13. The HIA Review Group may at any point make further enquiries of the club, England team, the independent reviewer and/or the World Rugby Video Interpretation Expert Group and such individuals or group must provide responses to such enquires by the deadline set by the HIA Review Group.

14. The HIA Review Group has the power to investigate all matters referred to it and all clubs/teams must cooperate in full with such investigation, including providing requested information within the timeframes provided. Provided all timeframes set by the Group are complied with, the Group will issue its findings within 14 days of the referral.

15. Following conclusion of an investigation, the HIA Review Group may in its absolute discretion:

- (a) Make recommendations for further education and training for the club/team personnel, including the club/team doctor;
- (b) Make recommendations for the World Rugby HIA Working Group to consider an alteration in the process, education and/or training; and/or



(c) Make a referral to the RFU Head of Discipline to consider further disciplinary action.

16. The HIA Review Group must send a written report to the Club, Union and relevant competition organiser setting out its recommendations.

17. There is no power to appeal any decision of the HIA Review Group.

18. Any referral to the RFU Head of Discipline will be conducted in accordance with the process set out in RFU Regulation 19. Nothing in this document will be affect the ability of the RFU Head of Discipline to use any powers he/she may have under RFU Regulation 19, including the power to bring disciplinary action at any stage.

## **SCHEDULE 4**

### **Academy Player Approaches and Compensation Regulations**

#### **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 applications 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.