



BRITISH & IRISH CUP REGULATIONS 2017-2018

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1. Introduction

The Competition shall be called ‘The British & Irish Cup’ or such other name as is approved by the Unions which may include the name of sponsor and shall be between those Clubs or teams as are specified in Appendix One hereto. All matches in the Competition shall be played under the Laws of the Game published by World Rugby (including any variations and trials that may be adopted by the RFU) and comply with these Regulations.

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

2. Definitions

In these Regulations:

‘**Anti-Doping Regulations**’ means all or part of those rules, regulations or policies published from time to time by World Rugby and/or procedures for implementation thereof or testing thereunder published from time to time by the RFU.

‘**Appeals Panel**’ means such independent body person or persons as shall be appointed by the RFU in accordance with RFU Regulation 19 (but not including the members of the Organising Committee) to review or adjudge upon any matter referred to it under these regulations or in connection with the Competition.

‘**Broadcasting**’ means the televising transmission and/or recording and/or storage of coverage of or reproduction of any Match in any medium and in any use or exploitation of the same by any means in any electronic media and whether live or deferred.

‘**Central Revenues**’ means all central income received by or on behalf of the RFU in connection with the Competition from any Broadcasting Agreement, any Sponsorship Agreement and any other sponsorship or commercial exploitation of the Competition sold centrally by the RFU.

‘**Citing Commissioner**’ any person appointed by the RFU to monitor a match from a citing perspective and to carry out such other responsibilities as may be designated to the Citing Commissioner from time to time.

‘**Club**’ means a Club or team as specified in Appendix One hereto participating in the Competition.

‘**Competition**’ means the British & Irish Cup to which these Regulations apply.

‘**Competition Points**’ has the meaning given in Regulation 5.2.

‘**Disciplinary Panel**’ any disciplinary panel or judicial officer appointed in accordance with RFU Regulation 19, in consultation with the WRU and IRFU.

‘Disciplinary Regulations’ means those disciplinary rules, regulations and procedures set out or referred to in the Appendix Five hereto.

‘England Academy Player’ means a Player who is: (i) of at least 15 years of age; (ii) who is a member of one of the fourteen RFU licensed Club Academies; (iii) whose name is on the England Academy Players list held and approved by the RFU (and notified to Premier Rugby Limited); and (iv) who is qualified to play for England and/or an England U20 Player in the season for whom consent has been given by the RFU to play under licence for a Club other than that for whom the player has an Effective Registration. For the avoidance of doubt, an England Academy Player will not include a member of a RFU licensed Club Academy whose name is not on the list of England Academy Players held and approved by the RFU.

‘Foreign Player’ shall be defined in accordance with each Union’s domestic competition regulations.

‘IRFU’ means Irish Rugby Football Union.

‘Loan Player’ for the purposes of English Clubs only means a player (other than an England Academy Player) who is loaned or transferred from one Club to another Club upon written terms (either a signed copy of the player’s written contract with his home Club if a Contracted Player (as defined in RFU Regulation 1) or a written loan agreement signed by the player and both Clubs) which entitle the Club (or Academy associated with that Club) making the loan or from whom the player was transferred to require the player to return to that Club at any time in the future.

‘Media Rights’ means all television and/or Broadcasting, media, internet, web-site and mobile rights (whether live, as live, delayed, highlights or clips and whether such rights are on a free, pay, pay-per-view, video on demand and/or near video on demand and whether they are exercised by a means that is now known or developed in the future), relating to the British & Irish Cup and any advertising, publicity and promotion rights of any and every description in and relating to the British & Irish Cup.

‘Organising Committee’ or **‘Committee’** means the Committee appointed by the RFU to manage this competition comprising not less than four persons; one person nominated by RFU, one person nominated by WRU, one person nominated by IRFU and the Tournament Director.

‘Match’ or **‘Competition Match’** means a match played in the Competition to which these Regulations will apply.

‘Match Official’ means any person appointed by the relevant authority to officiate upon a match including a referee, assistant referee, and where appointed a television match official, a fourth official and any others appointed to assist with the management of a Match

‘Net Revenues’ means the net revenues from gate receipts, programme sales and car parking at the semi-finals and final of the Competition less the costs of staging the British & Irish Cup Final including, without limitation, stadium hire, stewarding, security and cleaning.

‘RFU’ means Rugby Football Union.

‘RFU Head of Discipline’ the person appointed by the RFU as Head of Discipline who is responsible for the administration of disciplinary matters or such other person to whom the RFU Head of Discipline may delegate authority to act on his behalf;

‘RFU Head of Judiciary’ the independent person appointed by the RFU as Head of the Rugby Judiciary or such other person to whom the RFU Head of Judiciary may delegate authority to act on his/her behalf;

‘RFU Judicial Hearings Manager’ the person appointed by the RFU as Judicial Hearings Manager who is responsible for the administration of judicial matters who for the purposes of these regulations reports to the RFU Head of Judiciary and acts on his behalf, or such other person to whom the RFU Judicial Hearings Manager may delegate authority to act on her behalf;

‘Sponsorship Agreement’ means any commercial agreement or agreements entered into or to be entered into relating to the sponsorship of the Competition or relating to other commercial rights arising in relation to the Competition. For the avoidance of doubt this does not include any local commercial rights.

‘Total Central Revenue’ means the Central Revenues with the Net Revenues.

‘Tournament Director’ means such person (if any) as the RFU appoints to be responsible for the management organisation and operation of the Competition in accordance with these Regulations.

‘Unions’ shall mean the IRFU, RFU and WRU and “Union” shall mean any one of those Unions.

‘World Rugby’ means the world governing body for the time being of the game of rugby football union played in accordance with the Laws of the Game. “

‘WRU’ means Welsh Rugby Union Limited.

3. Organising Committee

- 3.1 The Competition will be organised by the Committee.
- 3.2 The Committee shall have the power to delegate any or all of its powers, duties or obligations under these Regulations to the Tournament Director save for its powers under Regulation 13.1.
- 3.3 Subject to Regulations 13.2 and 13.3 the decision of the Committee shall be binding and final on any matter not provided for in and on the interpretation of these Regulations.

4. Eligibility of Players

- 4.1 Subject to Regulations 4.3, 4.4, and 4.5 below, a Club in a match in the Competition may only play or select as a replacement player who:

- 4.1.1 on the date of the Match is properly registered with that Club in accordance with the registration regulations of the appropriate Union and is eligible to play for the Club's first XV in its Union's domestic competition(s);
- 4.1.2 where immediately prior to joining the Club he was playing within the jurisdiction of a World Rugby member union other than that Union the player has been cleared to play under Regulation 4.6 of World Rugby Regulations relating to the Game on or before the Competition Match; and
- 4.1.3 does not have a contract and/or registration with any other rugby union body, entity or club such as would prevent the player from playing in the Competition at the date of the Match.

Warning: The computerised record held by the RFU is the only and conclusive evidence of a player's Effective Registration for an English Club 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.

- 4.2 A Club may not be represented in the Competition by any person who has played or been a replacement (i.e. included in the match squad) for another Club in the Competition in the current season, unless the Organising Committee agrees otherwise in exceptional circumstances (as determined by the Organising Committee is its absolute discretion).
- 4.3 A Club may not play or select as a replacement in any match in the Competition more than two Foreign Players.
- 4.4 An English Club may not play or select as a replacement or substitute in a Match more than thirteen players from another club of which no more than three shall be Loan Players and the others (up to a maximum of ten) must be England Academy Players under the age of 24 as at 1 September 2017.
- 4.5 Notwithstanding any other provision in these Regulations, no player may participate in the Competition whilst serving a disciplinary suspension imposed under the Disciplinary Regulations or by his Club, the Union with jurisdiction over his Club, or any other competent party, whether such suspension has been imposed pursuant to these Rules, the rules of that Club or Union, the rules of any other rugby union competition, or World Rugby Regulations relating to the game.

(NB: It is for the participating Club to ensure it complies with these regulations 4.1, 4.2, 4.3, 4.4, and 4.5.)

5. The Competition Format and Draws

- 5.1 The Competition will be played in two stages, the Pool Stage and the Knock-Out Stage.
- 5.2 The Pool Stage:

For the Pool Stage, the Clubs will be divided into five pools of four Clubs each as set out in Appendix One. Each Club shall play the others in its pool at both home and away. The following points shall be awarded based on the results of each Match (such points to be referred to elsewhere in these Regulations as "Competition Points" to distinguish them from points scored on the field of play (points)):

- (a) The Club that wins the Match shall be awarded four Competition Points or (if it scores four tries or more in the process) five Competition Points.
- (b) The Club that loses the Match shall be awarded no Competition Points or (if it scores four tries or more in the process or loses by a margin of seven points or less) one Competition Point or (if it scores four tries or more in the process and loses by a margin of seven points or less) two Competition Points.
- (c) Clubs that draw a Match shall each be awarded two Competition Points and any of them that scores four tries or more in the process shall also be awarded a further one Competition Point.

5.2.1 At the end of the Pool Stage the highest ranking Club in each pool shall be the pool winner and the pool winners together with 3 best runners up across the 5 pools will all proceed to the quarter-finals. The rankings shall be determined in accordance with the following criteria and in the following order:

- (a) Competition Points; or
- (b) where the Competition Points are equal between two or more Clubs, the Club(s) that has achieved the greater number of wins; or
- (c) where these are equal, the aggregate points difference from all Matches in the Pool Stage for each of the Clubs that have an equal number of Competition wins and Competition Points;
- (d) or where these are equal, the Club that has scored the greatest number of points in the Pool Stage; or
- (e) where these are equal, the Club that has the better result(s) from the Match(es) between the Clubs; or
- (f) where these are equal, the greater number of tries scored in the Match(es) between the Clubs shall determine the rankings; or
- (g) where the tries scored are equal, the aggregate points difference in the Matches between the Clubs in the Pool Stage shall determine the rankings; or

- (h) where the aggregate points difference is equal the fewest number of players shown a red card in the Pool Stage shall determine the rankings; or
 - (i) where the number of red cards are equal, the fewest number of players shown a yellow card shall determine the rankings; or
 - (j) where the number of red cards are equal, by the toss of a coin.
- 5.2.2 The 5 Pool winners shall be ranked 1-5 in each case based on their playing record in the Pool Stages using 5.2.1 and shall proceed to the quarter-final. The 3 best runners up shall be ranked 6-8 in each case based on their playing record in the Pool Stages using 5.2.1 and shall proceed to the quarter-final.
- 5.3 The Knock-Out Stage:
- 5.3.1 The Knock-Out Stage shall comprise four quarter-final Matches, two semi-final Matches and a final Match.
 - 5.3.2 Each Knock-Out Match will be a single Match at a venue designated by the Committee.
 - 5.3.3 The draw for the quarter-final Matches will be organised by the Committee and shall be made from the teams ranked 1-8 as set out in Regulation 5.2.2. Those teams ranked 1-4 in accordance with 5.2.2 will have the home advantage. A draw will be organised by the Committee to determine the semi-final ties, which winners will be deemed to be 'Home teams' and in which order the semi-finals will be played.
 - 5.3.4 The winners of the two semi-final Matches will proceed to the British & Irish Cup Final. The Cup Final will be played on a date and at a venue determined by the Committee.
 - 5.3.5 In the event of a tie at full-time at either quarter-final, semi-final or the final the winner shall be determined by the Match result after playing extra time in accordance with the protocol set out at Appendix Two to these Regulations.
 - 5.3.6 If the scores are tied after extra time:
 - (i) the Club that has scored the most tries in that Match (including extra time) shall be deemed the winner of that Match but if the number of tries are equal the winner of the Match will be if;
 - (ii) a quarter-final or semi-final, played other than at a neutral venue the Away Club; or if
 - (iii) a quarter-final or semi-final played at a neutral venue or the final determined by a place-kick competition conducted in accordance with Appendix Three to these Regulations.

6. Dates of Rounds, Kick Off Times and Duration of Matches

- 6.1 Pool Matches will kick off between 6 pm (GMT) on Friday and 5 pm (GMT) on Sunday of the following weekends or otherwise as determined by the Committee;

Round 1	13-15 October 2017
Round 2	20-22 October 2017
Round 3	8-10 December 2017
Round 4	15-17 December 2017
Round 5	12-14 January 2018
Round 6	20 January 2018

Subject to 6.2 and 6.3 below, mid-week matches shall kick off between 6pm (GMT) & 8pm (GMT) unless both teams agree otherwise.

Unless subsequently agreed otherwise by the Organising Committee, the quarter-finals will be on weekend of 30 March- 1 April 2018, the semi-finals will be on weekend of 20 – 22 April 2018 and the Final will be on the weekend of 11-13 May 2018 and kick off times will be as designated by the Committee. If a Club wants to request a change of date and/or kick off time, the Club must liaise with its opponent prior to submitting such request to the Committee for consideration.

- 6.2 Subject to the provisions of clauses 6.3 and 6.4 of these Regulations, for each Pool Match other than Round 6 (when Matches must be played on Saturday 20 January 2018 and must kick-off at 2pm, unless otherwise agreed by the Committee), the Home Club shall first of all liaise with the Away Club and then propose a specific date on the appropriate weekend specified in Regulation 6.1 above and kick-off time to the Tournament Director and the Visiting Club. Having proposed such a date and kick-off time, the Home Club may not change it without the consent of the Visiting Club and the Tournament Director. In the event that the Visiting Club considers the proposed date and/or kick-off time to be unreasonable, the Visiting Club may appeal to the Tournament Director within 3 days of being notified in writing thereof stating the reasons for its objections and proposing an alternative date and/or kick-off time. If such an appeal is made in accordance with this clause, the Committee shall decide (or if the Committee chooses to refer the matter to the Tournament Director he (she) decide) the date and kick-off time as soon as is practicable. For the avoidance of doubt, the date and kick-off time decided by the Tournament Director or the Committee need not be either the Home Club's proposal or the away Club's alternative proposal.
- 6.3 Notwithstanding Regulations 6.1 and 6.2 or any other provisions of these Regulations the Committee has the absolute right to select or alter the proposed kick-off time, date and venue of any Match upon not less than seven days' notice save where in the Committee's opinion there is a case of an emergency when an alteration may take place at any time up to the date of the kick-off of the match.
- 6.4 Each Match must be played on the date and at the time and venue allocated in accordance with the foregoing provisions of this clause 6, unless:
- 6.4.1 the Match is postponed pursuant to 6.5 of these Regulations, in which case the Match shall be played the next day, unless agreed by the Committee to not be reasonably practicable, in which case the Committee

shall select a rearranged date which may include a mid-week date and kick-off time (and, where necessary, an alternative venue) for the postponed Match to be played. The Clubs involved shall comply with the directions of Committee as to the arrangements for playing the rearranged Match, including staying in the locality if requested to do so by the Committee in order to facilitate the playing of the rearranged Match; or

- 6.4.2. the Committee exercises its power pursuant to clause 6.8, below, to change the venue of the Match as a result of adverse venue or weather conditions at the original venue.
- 6.5 Subject to any agreement, contract, lease, licence, local bye law or planning restriction or condition that confers responsibility for the matter on a third party, only the Match referee or (if the Match referee is unavailable) a referee of the Union in whose territory the Match is to be played may decide whether or not to postpone or abandon a Match because of the unsuitability of venue (including but not limited to the state of the pitch, floodlights or electricity failure, health and safety concerns etc) on the day and time in question or adverse weather or pitch conditions having consulted with a duly authorised representative from both teams and such other persons or parties as he deems appropriate. Such decision shall be final and binding on each participating Club. Where possible, a decision to postpone a Match shall be made sufficiently in advance of the Match to prevent unnecessary travelling, particularly where the Visiting Club is travelling from the territory of another Union.
- 6.6 In the event that a Match has begun but then has to be abandoned (as determined by the Match referee) because of the unsuitability of the venue at the time in question (including but not limited to the state of the pitch, floodlights or electricity failure beyond the control of the Home Club, health and safety concerns etc) or adverse weather conditions, the following shall apply:
 - 6.6.1 60 minutes or more of the Match has been played – If a Match is abandoned after 60 minutes or more have been played, then the score at the time of abandonment shall stand and be deemed the final score in the Match. The referee's decision as to the necessity of the abandonment and the number of minutes played at the time of abandonment shall be final.
 - 6.6.2 Less than 60 minutes of the Match has been played – If a Match is abandoned with less than 60 minutes having been played, then the Match will be replayed on such date and time as determined by the Organising Committee, unless the Organising Committee decides that due to exceptional circumstances the result of the Match at the time of abandonment should stand. In each case the decision of the Organising Committee shall be final.
- 6.7 In the event that a Match has begun but then has to be abandoned (as determined by the Match Referee) for any other reason other than the reasons set out in Regulation 6.6 above, then irrespective of the number of minutes played, the result of that match shall be reviewed and determined by the Organising Committee. The Organising Committee may determine if the result at the time of abandonment stands, or may order the match to be replayed and/or impose such sanction as it considers appropriate.

- 6.8 Each Club shall use all reasonable endeavours to procure that any Match for which it is the Home Club does not have to be postponed or abandoned due to the condition of the pitch or other facilities not being suitable to commence a Competition Match whether due to adverse weather conditions or otherwise. The Committee 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. In the event that despite using every endeavour to procure that its facilities are suitable for the staging of a Competition Match such Club shall arrange for suitable alternative facilities to be available at another venue. The alternative venue must be agreed by the Committee prior to the Match and located such that there is every possibility of the pitch or other facilities not being affected by the adverse weather conditions. In the event that any Competition Match is not played due to the unavailability of a suitable pitch or other facilities the Committee shall decide as to what action shall be taken, the Committee having the power to take such decision as it deems appropriate including without prejudice to the generality of the foregoing all or any or some of the imposition of a fine awarding the match to either team (and in such event whether it be a 0-0 win or whether or not points shall have been deemed to have been scored), deciding that the match shall be deemed to have been drawn or ordering a replay.
- 6.9 Without prejudice to the all reasonable endeavours obligation imposed on Clubs pursuant to clause 6.8 above, the Committee may decide in its absolute discretion, in the week leading up to a Match, to switch the venue of the Match from the originally-designated venue, if the Committee considers that actual or anticipated adverse venue or ground conditions at the originally designated venue pose an unacceptable risk of postponement or abandonment of the Match.
- 6.10 Subject to the provisions of clause 6 above, all Matches must be played. If a Club fails to fulfil a Match, the matter shall be referred to the Committee, which shall decide, in its absolute discretion, what the consequences of such failure shall be.
- 6.11 All Matches shall be of 80 minutes duration, divided into two halves of 40 minutes each. In all Matches other than televised Matches, the interval between each of the two halves shall not be more than 15 minutes or such shorter period as the Home Club stipulates during which time the teams may leave the pitch. For televised Matches the Broadcaster and the RFU may determine the duration of the half-time interval.

7. Match Officials

- 7.1 Each Match shall be played in accordance with World Rugby Laws of the Game, as varied or supplemented by agreement between the Unions and agreed by World Rugby.
- 7.2 The Match officials shall be appointed by the RFU following consultation with the Unions from a panel of officials whose role will be to enforce the World Rugby Laws of the Game (as varied pursuant to 7.1 above). The referee shall have the ability, either on his own initiative or upon reference by another Match official, to take appropriate action in relation not only to incidents that take place on the Playing Area itself but also in relation to incidents that take place on the touch-line or otherwise in the Playing Enclosure but not on the Playing Area. In

addition, in respect of each Match, the referee shall rule on whether or not a Match should be postponed or abandoned in accordance with clauses 6.5 and 6.6 of these Regulations.

7.3 At each venue at which a Match is played:

7.3.1 Each Club must ensure that team replacements and coaching staff are not permitted pitchside except within structures specifically provided for them or within the boundaries of the 'Technical Area' or at and for the extent of half-time and, 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.

7.3.2 Each Club must make provision for two technical areas as outlined in Appendix Six and shall comply and shall ensure that all coaching and playing personnel comply with the requirements contained therein.

7.3.3 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.

7.3.4 Any player ordered off must leave the playing enclosure.

7.4 Communications with Match officials in relation to substitutions must take place in accordance with the protocol set out in Appendix Four to these Regulations.

8 Match Organisation

8.1. All Pool Matches shall be played at a venue designated by the Home Club subject to the Committee having the right to decide in its absolute discretion that any Match at any stage in the Competition shall be played at a venue designated by it. **Unless otherwise agreed in advance by the Organising Committee, any venue designated by the Home Club must comply with the Minimum Ground Standards set out in Appendix 7 in addition to the requirements set out below.**

8.2 In respect of each Pool Match played at a venue designated by the Home Club and the Committee not having exercised its power contained in this Regulation 8.1 above the Home Club:

8.2.1 shall be responsible for organising the logistics involved in the staging of the Pool Match, subject to any directions of the Committee with respect thereto;

8.2.2 shall, where the Committee designates that a Match will be broadcast, ensure that the designated venue is fit for the purpose of staging the Match, including (without limitation) that it has floodlights giving an agreed average lux value sufficient for broadcasting and other purposes. If requested by the Committee, the Club shall supply a report signed by a chartered electrical engineer, certifying compliance with this requirement. Clubs who use floodlights for matches in the Competition are required to have them turned on at the start of the match;

- 8.2.3 shall ensure that the designated venue complies with all applicable laws, bye laws rules and regulations applicable to its use for and the staging of a Match including health and safety laws and regulations and is safe for the purpose of admitting persons to the venue to assist in the organisation of and/or to attend at the Match. Further, the Home Club shall take all necessary steps, including implementing appropriate operational policies and procedures (including appropriate safety measures and risk management policies), in relation to the staging of the Match at the designated venue to ensure that persons admitted to the venue for purposes relating to the Match (whether as spectators or for any other purpose), as well as persons adjacent to the venue, are safe and do not suffer injuries or losses as a result of the staging of the Match at the venue. The Home Club shall indemnify IRFU, RFU and WRU their directors, officers, members, shareholders and employees against any and all liabilities, costs and expenses in respect of claims (including but not limited to claims in negligence or nuisance or claims arising under the Occupiers' Liability Act 1957) arising out of injuries or losses suffered by persons admitted to the venue for purposes relating to the Match, by persons adjacent to the venue, and/or by persons involved in any way in the organisation and staging of the Match, as a result of the Home Club's failure to perform the obligations set out in this paragraph; or imposed by any statute law, bye law or any statutory instrument regulation rule or order pursuant thereto;
- 8.2.4 shall obtain and maintain in force at its expense at all relevant times appropriate insurance with a reputable insurer to cover its liabilities under clause 8.2.3 above and upon request shall provide to the Tournament Director full written details of all policies taken out for this purpose. The Committee may at any point require a Club to increase the value and/or extend the scope of such cover as a condition of continued participation in the Competition;
- 8.2.5 shall use its best endeavours to accommodate the reasonable requirements of the Visiting Club with respect to the use of training facilities at the designated Match venue. In particular, players and staff from the Visiting Club shall be given an opportunity to visit the venue to inspect facilities, and players shall have a 'captain's run' (no scrum practice or line-outs permitted) on the Playing Area for up to one hour, at a time agreed between the two Clubs. In the event that no agreement can be reached on the time for the captain's run, it shall take place the day before the Match, during the same time period as the time period in which the Match is to be played the following day;
- 8.2.6 shall properly and clearly mark out the pitch and mark out the Technical Areas referred to in clause 7 above and/or as designated by the Committee or its nominee;
- 8.2.7 shall use its reasonable endeavours to control the behaviour of its players and staff and of all spectators so as to ensure that players and staff of the Visiting Club and other spectators are free from injury, provocation or offence. This shall include (without limitation) taking all reasonable steps to ensure that no spectators or other unauthorised persons are permitted to

encroach on the playing enclosure area (save for reasons of crowd safety) or to throw missiles, bottles or other potentially harmful or dangerous objects at or on to the Playing Enclosure. The Club's responsibility pursuant to this clause applies before, during (including the half-time interval) and after a Match and extends to all areas of a venue and its vicinity, including, but not limited to, bars within a ground, clubhouses or similar reception areas; and

8.2.8 will seek to comply with the recommended minimum medical standards and facilities set out below:

(a) Such equipment present and in full working order on all match days as stipulated by the Home Union;

(b) A medical treatment room for players as stipulated by the Home Union;

(c) One paramedic staffed ambulance on site to be available for Players, Match Officials or spectators, if the number of spectators is less than 5,000; and

(d) (d) Two paramedic staffed ambulances on site (one for Player and Match Officials and the other for spectators), if the number of spectators is more than 5,000.

8.2.9 shall be responsible for making contact with the Visiting Club and advising it of the names of a media liaison officer, referee liaison officer and Match medical officer appointed by the Home Club for the Match;

8.2.10 shall provide in respect of each of its home Matches,

- (i) at least six (6) best category tickets to the Visiting Club, free of charge for the use of the Visiting Club's directors and committee members; such tickets shall include the provision of hosted hospitality free of charge;
- (ii) at least thirty (30) tickets (located in the main stand and under cover) to the Visiting Club, free of charge for the use of the Visiting Club's players, Officials and/or other representatives, and the Visiting Club shall notify the Home Club as soon as reasonably practicable if the same are not required;
- (iii) that at least 20% of each category of tickets shall be available for purchase by the Visiting Club, on sale at the venue of the Home Club, with the deadline for purchase being fourteen (14) days before the day of the game before being made available by the Home Club for general sale;
- (iv) to any Sponsor the number of tickets required by any Sponsorship Agreement;
- (v) to the Committee the number of tickets and car park passes required;

and not charge higher prices to supporters of the Visiting Club for admission than that charged to supporters of the Home Club (not being members of the Home Club) who arrive at its ground on the day of a Match seeking a ticket for admission.

8.3 In respect of each Pool Match the Visiting Club

8.3.1 shall, as soon as possible and in any event by no later than four days prior to the day of the Match, send details of its travel, arrival and accommodation plans for that Match to the Home Club and a copy to the Tournament Director;

8.3.2 shall use reasonable endeavours to ensure that its players and Staff and supporters (i) conduct themselves in an orderly fashion in accordance with normally acceptable standards of behaviour, and (ii) refrain from violent, threatening, abusive or provocative behaviour while travelling to or from or while attending the Match.

8.3.3 shall make payment for tickets sold in respect of a Match by the Visiting Club and for any tickets supplied to the Visiting Club but not returned to the Home Club such payments shall be made by the Visiting Club to the Home Club no later than fourteen (14) days before the Match.

8.3.4 must ensure that a qualified physiotherapist is present throughout the Match to attend to its players and also, if necessary, to the Match Officials.

8.4 Each semi-final and the final Match of the Competition will be played at a venue designated by the Committee

8.4.1 The Committee or its designee shall be responsible for organising the logistics involved in staging the Knock Out Matches;

8.4.2 each Club participating in the Knock Out Matches shall use its best endeavours to procure that its players, staff and supporters (i) conduct themselves in an orderly fashion in accordance with normally acceptable standards of behaviour, and (ii) refrain from violent, threatening, abusive or provocative behaviour while travelling to or from, or while attending such Matches; and

8.4.3 each Club shall also use its best endeavours to procure that its supporters refrain from encroaching on the playing enclosure area (save for reasons of crowd safety) and from throwing missiles, bottles or other potentially harmful or dangerous objects at or on to the playing enclosure.

8.5 The Home Club is responsible for supplying an un-edited copy of the match video on DVD, including the match officials voice over, to the Visiting Club at each match between two Clubs. The Visiting Club should receive the copy within two hours of the final whistle or as otherwise agreed by the two clubs. If it is agreed that the DVD should be sent by mail it must be posted by recorded next day delivery on the first working day following the match. Failure by the Home Club to provide the DVD within the agreed time-limits will incur disciplinary

sanctions. A copy must also be sent to the Referee and the RFU within 72 hours of the match taking place.

9. Match Squads

9.1 In all matches in the Competition replacements and substitutions are permitted in accordance with Law 3 of the Laws of the Game published by World Rugby and World Rugby Regulations relating thereto.

9.2 Each Club shall

- (i) Subject to the provisions of Regulations 9.2 (iii) and 9.3 play its strongest possible first XV team in all matches in the Competition and shall not field an under-strength team without good cause, such as allowance for player rotation requirements in the Clubs' squads, the reasonable and customary need to rest players, the exigencies of injury and international call up and each Club agrees that it will act reasonably and in good faith in taking any decision which results in the playing of a team other than its strongest possible first XV.
- (ii) announce the team selected to represent it in a particular Match (numbered in accordance with World Rugby Regulations as if the Match were an international match) to the Tournament Director and/or his designee and to the media no later than 12 noon on Friday before Saturday, Sunday or Monday Matches and, in the case of Matches taking place on any other day, no later than 12 noon on the day immediately prior to such Match;
- (iii) ensure that the match squad contains 22 players all of whom must be eligible under Regulation 4 above, of which no more than 2 shall be Foreign Players and of which 15 shall be specified to be starting players and the remainder shall be specified to be potential replacement players. Only players listed on the team sheet may play in that match
- (iv) provide accurate team sheets to the referee, the opposition team manager, broadcast commentators (where present) and all media at least one hour prior to the scheduled kick off of the Match.

Note: For the avoidance of doubt it is the responsibility of the team participating in the Competition Match to ensure that its players are properly registered and eligible to participate in the match in accordance with Regulation 4 above.

9.3 In the interest of safety each team playing in each match in the Competition must have at least five players in their nominated match squad who are suitably trained and experienced to be capable of playing in the front row to ensure (whether due to injury or consequent to a player(s) being temporarily suspended or ordered off) that the team can comply with Law 3.5 of the Laws of the Game published by World Rugby.

9.4 If on any occasion where uncontested scrums are ordered by the referee as a result of there being no suitably trained and experienced front row replacement for any reason (which includes injury, temporary blood injury, temporary exclusion (i.e. following a

yellow card) or permanent exclusion (i.e. following a sending off)), the team concerned shall not be entitled to replace the player whose departure caused the uncontested scrums. On return to the field of play of the front row player who has been temporarily excluded or injured the Match shall continue with contested scrums.

- 9.5 The Committee will in its absolute discretion (but is under no obligation despite any representations made to it by any person or Club) have the right to review the circumstances in every case where a match in the Competition is completed with uncontested scrums. The Committee will be entitled to take any such action as it deems appropriate (such action may include the alteration or reversal of the match result, the awarding of Competition Points (as defined in Regulation 5.2) a fine and/or payment of compensation, and/or disqualification from the Competition in the Season, the inclusion of the non-offending team in the next round of the Competition and/or requiring that the match be replayed) where the Committee finds that a Club in a match in the Competition acting has taken advantage of the provisions of Law 3.13 of the Laws of the Game published by World Rugby for its own benefit

Note: The intention of Regulation 9.5 is to penalise Clubs who try improperly to take advantage of a situation to ensure a match is played (or finished) with uncontested scrums. For the avoidance of doubt any aggrieved person or Club has a right of appeal under Regulation 13.2 against any decision taken under this paragraph 9.5.

10. Clash of Colours/Identification of Players

- 10.1 No later than 31 August prior to the commencement of the Competition, each Club shall give to the Tournament Director written details of its first and second choice of colours in relation to jerseys shorts and socks. The first and second choices of colours must be distinctly different colours. The Tournament Director shall approve such colours subject to the proviso that all potential colour clashes can be managed within these Regulations and to the satisfaction of any sponsor or broadcaster. The Tournament Director will notify the Clubs of the jerseys shorts and socks to be worn for each game at least 7 days in advance of each game. For the avoidance of doubt no changes in the submitted colours shall be permitted during the course of the Competition.
- 10.2 The Tournament Director shall determine which choice of colours a Club wears in any match although he shall where he believes it is appropriate and in his absolute discretion endeavour to allow in the Pool Stage Matches the Home Club and the Clubs in the quarter-final and semi-final Matches to wear their first choice.
- 10.3 The jerseys of teams competing in the Competition should all be numbered in accordance with any World Rugby requirements to ensure the correct identification of all players and replacements during a match.

11. Medical

Attendance of Medical Personnel

- 11.1 The Home Club must ensure that in all matches the Home Club has an appropriately qualified medical practitioner present pitch side to attend to Players and Match Officials during the Match, at half-time and immediately after the Match, and in order to implement the World Rugby Head Injury Assessment Protocol. The World Rugby Head Injury Assessment Protocol and the World Rugby Core Mandatory Concussion Player Welfare Standards must be complied with fully.
- 11.2 To be considered appropriately qualified as a medical practitioner he/she must be able to demonstrate that he/she: is fully registered with the General Medical Council (GMC) or the Irish Medical Council (IMC); possesses the appropriate professional indemnity insurance; has current Level 3 accreditation in Immediate Care in Sport (ICIS), Immediate Care in Rugby (ICIR), Standard Approach to Rugby Injuries (SAFE Rugby) or equivalent and has completed World Rugby's education module on Concussion Management for Elite Level Match Day Medical Staff;
- 11.3 It is strongly recommended that the Visiting Club also complies with Regulation 11.1. If the Visiting Club is unable to provide its own appropriately qualified medical practitioner for a Match in accordance with Regulation 11.1 above, the Home Club will seek to procure such individual for the Visiting Club and the cost of such will be borne solely by the Visiting Club.
- 11.4 If the Visiting Club (or Home Club on behalf of the Visiting Club) is unable to provide an appropriately qualified medical practitioner for a Match in accordance with Regulation 11.3 above, the Recognise and Remove Protocol (as provided to the Clubs) must operate for that Match.
- 11.5 It is the responsibility of **each** of the Clubs in a Match to ensure that they **each** have 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 Match Officials. To be considered suitably qualified a physiotherapist or qualified BASRAT approved sports rehabilitator or Athletic Rehabilitation Therapy Ireland (ARTI), he/she must demonstrate that he/she: is registered with the Health Professions Council or Irish Society of Chartered Physiotherapists; possesses the appropriate professional indemnity insurance; has current Level 2 or Level 3 (preferred) accreditation in Immediate Care in Sport (ICIS), Immediate Care in Rugby (ICIR), or Standard Approach to Rugby Injuries (SAFE Rugby) or equivalent; and has completed World Rugby's education module on Concussion Management for Elite Level Match Day Medical Staff.

Head Injuries

- 11.7 Both the Home Club and Visiting Club will also ensure that its players, coaches and team management have completed the World Rugby's Concussion education module or such equivalent module that may be available within the Club's Union.
- 11.7 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.

11.8 Each participating Union must have in place a protocol to review head injuries incidents or suspected incidents and each Club must comply with the review protocol of the member Union.

Non-compliance

11.9 In the event of the Clubs failing to comply with the provisions of Regulation 11 set out above, the matter will be referred to the Organising Committee to investigate further and to determine in their discretion any sanction for non-compliance, which may include sanctioning one or both Clubs as they consider appropriate.

12. Notification of Results

In the Pool Rounds the Home Club shall be responsible for informing the person, firm or company appointed by the Tournament Director of the result of the match within 90 minutes of the final whistle and the match result card (or other communication) in the form specified by the Tournament Director must have arrived by facsimile, e-mail or other method approved by the Tournament Director to whomsoever is nominated by the Committee by 8.30 am on the first weekday following the match.

13. Finance

13.1 In relation to the income generated by the Competition

13.1.1 In the Pool Stages and quarter-finals the Home Club will be entitled to retain the gate receipts, vending receipts, food, beverage and hospitality receipts, programme and advertising receipts and any other income (other than that arising under any Central Revenues, any contract for Broadcasting and any Sponsorship Agreement) generated by such Matches..

13.1.2 Income received by the RFU or any other Union from or generated by Sponsors of the Competition, broadcasters, or from ticket sales and hospitality sales, programme sales and car parking at the semi-finals and final stages is owned by and will be paid to (or retained by) the RFU. Without prejudice to the foregoing, the Committee may agree in its absolute discretion that Clubs may be entitled to include tickets for the Pool Matches and the quarter-finals in the Clubs' season ticket packages on such terms as the Committee determines. The RFU will draw up an account within one month of the final and have the same audited if requested by the participating Unions and after paying all the expenses in the organisation and management of the Competition pursuant to Regulation 13.2.4 below will pay the net receipts from the Competition to the participating teams.

13.2 In relation to the expenses of managing organising and participating in the Competition

13.2.1 each Club shall be responsible for its own travelling sustenance and accommodation expenses throughout the Competition other than where specified in Regulation 13.2.3 hereunder or in the quarter-finals, semi-

finals and final to the extent that the RFU will make a contribution to be determined by the Committee in its absolute discretion to the costs of travelling sustenance and accommodation.

13.2.2 the Home Club in all Matches shall bear all the costs of organising its Home Game(s).

13.2.3 the Home Club must provide a reasonable post Match meal for the team and at least 4 others (a minimum 26 persons) from the Visiting Club at each Match in the Pool Stage.

13.2.4 before making payment of the income generated by the Competition to the Clubs pursuant to Regulation 13.1.2 above there will be deducted from therefrom:

- (a) the costs charges and fees of the Unions, the Committee, and the Tournament Director in fulfilling the obligations under the Sponsorship Agreement insofar as they are not or cannot be fulfilled by the Clubs; and
- (b) the costs of managing and organising the Competition to include all disciplinary staff and other disciplinary costs, match officiating costs, RFU staff costs at the venue, equipment fees; and
- (c) a contribution towards costs referred to in 13.2.1 of the “away” Club in the knock-out stages together with;
- (d) a contribution towards the costs of the Home Club(s) in the knock out stages if so decided in its absolute discretion by the Committee having regard to the nature and amount of the costs incurred and the revenue received and retained by the Home Club; and
- (e) all the other costs incurred by the RFU or any other Union for the use of the semi-final venue(s) and final venue in staging the semi-finals and final Matches in the Competition. Such costs will include but not be limited to the costs incurred pursuant to this Regulation 13.2.4 (e), match marketing, officials’ expenses, catering, printing, security staff, gatemen and stewards, policing costs, all car parking costs, medical costs, match officials’ expenses, ground cleaning, pre match entertainment (if agreed by the Committee), stewards and groundstaff, costs of ticket printing, sales distribution and staff, necessary equipment hire and standby equipment and stadium cleaning.

14. Breaches of Regulations and Discipline

Breaches of Regulations

14.1 Any matters alleged to be a breach of these Regulations and any other matters in dispute under these Regulations (but not those relating to eligibility of players under Regulation 4.1.1 above where for Clubs members of the RFU the provisions of the RFU Registration and Players Regulations apply and for the other Clubs the rules or regulations of their Union governing registration and/or eligibility apply), shall be referred immediately to the Tournament Director in

writing or by telephone if necessary. In any event written confirmation must be sent to the Tournament Director within 48 hours setting out the grounds of the complaint/breach in full. The Committee shall have absolute discretion and using such procedure as in its absolute discretion deems appropriate to take a decision in relation to or resolve any such protests or disputes as it shall think fit.

Without prejudice to the generality of the foregoing the Committee has power in any ruling pursuant to this Regulation to deduct or award points in a pool Match, alter the result of a Match, require a Match to be played or replayed, impose a fine or penalty and/or disqualify a Club from the Competition or impose any other such sanction as it deems appropriate. The Committee also may decline to accept a protest validly made if it considers doing so to be in the interests of the game of rugby football or the Competition generally. Subject only to the provisions of Regulation 14.2 the decision of the Committee shall be final and binding on all parties.

- 14.2 Where any party having an interest in the matter is aggrieved by any decision of the Committee taken pursuant to Regulation 14.1 above or otherwise in relation to the Competition it shall have the right to appeal or request a review of that decision by an Appeals Panel by so notifying the RFU Head of Discipline in writing within 48 hours of the decision of the Committee being communicated to it giving full details as to why such appeal or request for a review is being made and supplying full documentary evidence upon which it wishes to rely. In addition a fee of £500 is payable within 48 hours thereafter (it being within the discretion of the Appeals Panel whether such payment should be refunded if the appeal is upheld.).
- 14.3 The Appeals Panel which will be established by the RFU Judicial Hearings Manager will be able to deal with any appeal or request for a review made pursuant to Regulation 14.2 in accordance with RFU Regulation 19. The decision of the Appeals Panel is final.

Discipline

- 14.4 All allegations of foul play on the pitch and all allegations of misconduct either on or off the pitch shall be investigated and dealt with in accordance with the Disciplinary Regulations set out in Appendix 5.

15. Media Commercial and Sponsorship Rights.

- 15.1 As between IRFU, RFU, WRU and Clubs the Media Rights in the Competition together with their exploitation shall be managed by RFU.
- 15.2 No Club participating in the Competition shall have any right nor purport to have the right to exploit, license, sell, lease, franchise, grant or in any way dispose of all or any part of the Media Rights save that each participating Club may advertise its participation in the Competition and if it does so must use the Competition's full name and in addition use the Sponsor's name.
- 15.3 The RFU, pursuant to 15.1 above, shall have the exclusive rights to enter into, or authorise the entry into, contracts for the exploitation of Media Rights and /or the grant of Broadcasting Rights in respect of the Matches. The RFU shall consult

with the IRFU or WRU as appropriate in respect of any proposed Broadcast arrangement in respect of their geographic territory.

15.4 Each Club participating in the Competition will provide the necessary passes, permissions and accreditations permitting access to its ground and provide such rights, facilities and other services without demanding any fee or payment therefore to enable the RFU to fulfil or enable fulfilment of the Sponsorship Agreement and any contract referred to in Regulation 15.3 above to any person, firm or company wishing to film, televise or broadcast all or any part of any Competition Match provided such filming, broadcasting or televising is undertaken by the company to whom the RFU has sold such rights or has been previously agreed by the RFU which agreement will not be unreasonably withheld provided such agreement or its implementation is not in breach of any other agreement but not further or otherwise.

15.5 In relation to the exploitation of the Media Rights other than Broadcasting:

15.5.1 The RFU shall have the exclusive right to enter into, or authorise the entry into, contracts in respect of the sponsorship and other commercial exploitation of the Matches and the Media Rights.

15.5.2 The Sponsorship Agreement and any other contract referred to in paragraph 15.5.1 of this Regulation shall be binding upon each Club, or the extent applicable to such Club and whilst such Club participates in the Competition. Each Club shall comply with the requirements of such contracts of which it has notice and in particular procure free of charge that it delivers to the Sponsor under the Sponsorship Agreement such rights as to advertising, signage, branding marketing and visibility to which the Sponsor is entitled under the Sponsorship Agreement including without prejudice to the generality of the foregoing use of match balls provided to the Club bearing the sponsors' name or RFU approved Competition logo, the provision of advertising or signage as required by the Sponsorship Agreement or any other agreement provided it has been notified to the Club prior to the first match in the Competition and match programme advertising including an RFU approved Competition logo on the front cover and comprising one (1) full page of advertising space (colour, where available) on the outside back cover or, where not available on the inside front cover of the programme or if this is not available the next best available location; and one (1) page of editorial in the match programme for a foreword or introduction or welcome by the Sponsor.

15.5.3. No Club shall have any rights or interests of whatsoever nature in or in respect of the sponsorship or other commercial exploitation of the Matches, and/or the Competition or any material produced in connection therewith or as a consequence thereof save that each Club shall have the exclusive right to enter into contracts in respect of the sponsorship and other commercial exploitation of Competition Matches at its own ground provided such contracts are not in conflict with and specifically reserves compliance with the Sponsorship Agreement any contract for Broadcasting any Matches referred to in Regulation 15.3 above or any other contract relating to the Competition entered into by RFU of which

the Club has written notice and to which no written objection has been given.

15.6. Income (after payment of all expenses) received from the Sponsorship Agreement or other commercial exploitation of the Media Rights (including Broadcasting of the Matches) shall belong to and be paid to IRFU, RFU and WRU as agreed.

15.7 In relation to Broadcasting Rights:

15.7.1 The RFU shall have the exclusive rights to enter into, or authorise the entry into of, contracts for the grant of Broadcasting Rights in respect of the Matches and to determine which Matches should be broadcast.

15.7.2 Clubs undertake to provide such rights, facilities and other services and to do such acts and things as may be necessary to enable the RFU to fulfil or enable fulfilment of any contract referred to in paragraph 15.7.1 of this Regulation, including (but without limitation) providing access to enable television companies to film Matches at the grounds of relevant Clubs.

15.7.3 Subject to paragraph 15.7.1 above, no Matches shall be broadcast in any form or recorded without the prior written approval of the RFU, save in the case of closed circuit television within the ground of the Home Club where a British & Irish Cup match is being played and the broadcast over the radio of such match by a local radio station of the Home Club.

15.7.4 For the avoidance of doubt and except as otherwise agreed in writing by the RFU, Clubs shall have no rights or interests of whatsoever nature in any Broadcasting Rights in respect of the Matches or any material produced in connection therewith or as a consequence thereof.

16. Terms and Conditions of Participation

16.1 In consideration of the monies it is entitled to receive through its participation in the Competition each Club by commencing its first match in and/or entering the Competition agrees it has entered into a legally binding commitment and obligation with the IRFU and/or the RFU and/or the WRU and as separate obligations with each other Club in the Competition and with any broadcaster or sponsor of the Competition:

16.1.1 to fulfil its fixtures in the Competition on the due dates and comply in every particular with these Regulations 1 to 16 (inclusive);

16.1.2 at all times comply with each and every of the obligations and requirements entered into by the RFU (and/or the IRFU and/or the WRU) with third parties, including, but not limited to, any sponsor or broadcasters of the Competition under the terms and conditions of the Sponsorship Agreement any other Media sponsorship, broadcasting or other agreement provided that details of any such obligations and requirements have been notified by the RFU to the participating Clubs prior to the commencement of the Competition; and

- 16.1.3 to comply and procure that its members, players, officials and employees agree with and comply with the Disciplinary Regulations and the Anti-Doping Regulations. Where a violation of an Anti-Doping Regulation arises, any subsequent disciplinary action required will be undertaken by the Union under whose jurisdiction the player's or person's club belongs.
- 16.2 In consideration of the monies it is entitled to receive through its participation in the Competition each Club by commencing its first match in and/or entering the Competition agrees it has entered into a legally binding obligation with the IRFU and/or RFU and/or the WRU and as a separate covenant with the Committee the Tournament Director any sponsor or broadcaster of the Competition each other Club that has entered the Competition and each Match Official involved in any match in the Competition or cancellation or abandonment thereof that it will not hold liable or make any claim against such Union, official, other Club, sponsor, broadcaster, the Committee, Tournament Director.
- 16.2.1 for any loss 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 (insofar as is permitted by law);
- 16.2.2 for any damage to property of any kind; and
- 16.2.3 for any other loss cost charge expense or damages be they economic, financial or consequential loss of profit or additional expense incurred or otherwise and whether directly or consequential; and
- 16.2.4 for any loss of any description whatsoever 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 such official may take under the Laws of the Game these Regulations or any other rules or regulations published by the RFU 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.
- 16.3 In consideration of the monies it is entitled to receive through its participation in the Competition each Club by commencing its first match in and/or entering the Competition agrees it has entered into a legally binding agreement with the RFU and with any sponsor or broadcaster of the Competition and each other Club that has entered the Competition that:
- 16.3.1 the RFU may deduct all or any monies (or part thereof) from any payment to it (or any person firm or Company acting on its behalf or collecting monies on its (and others' behalf)) which the Club may (but for this regulation 16.3) be entitled by its participation in the Competition if and to the extent that such Club by any action or lack of action or breach or non observance of the Sponsorship Agreement or any other Media sponsorship broadcasting or other agreement (or any term of any such agreements) of which the Club has received notice prior to its participation in its first match in the Competition has caused any reduction in the monies receivable from any sponsor or broadcaster or is indebted to the IRFU or the RFU or the WRU or any sponsor or broadcaster or any other Club in the Competition; and

16.3.2 the RFU is authorised and may discharge any such indebtedness referred to in regulation 16.3.1 above from any monies withheld pursuant to regulation 16.3.1 above.

16.4 Each Club by entering the Competition agrees that any comment upon or opinion expressed or interpretation of these Regulations or the effect thereof by any match official on or in relation to any circumstance that might occur before during or after a match in the Competition is not final or binding on the Committee or the RFU.

Note: The match officials are not qualified to comment upon these Regulations or their interpretation. And no Club should rely on any such interpretation.

16.5 Each Club by entering the Competition agrees with each other Club in the Competition and the RFU, that the Organising Committee has the absolute and unfettered discretion to decide on matters not provided for in and in the interpretation of these Regulations and or make any further alternative or varied regulations for the Competitions where in the opinion of the Organising Committee in its absolute discretion it is in the interest of the Unions, the game of rugby union football, the Competition, any sponsor of the RFU or the Competition or there is a requirement therefore. The Organising Committee's decision is final and binding save for any Club's right to appeal a decision (but not an interpretation) to the Appeals Panel utilising the procedure set out in Regulation 14.2.

16.6 If any provision of these Regulations is held by any Court or other competent authority to be illegal, void or otherwise unenforceable these Regulations shall continue to be valid and enforceable as to the other provisions thereof together with the remainder of any affected Regulation.

17. Trophy

17.1 The Club declared the British & Irish Cup winner in accordance with Regulation 5.3 shall hold the trophy until no later than 28 days prior to the British & Irish Cup Final for the next following season when:

17.1.1 the relevant trophy shall forthwith be returned to the RFU in good order and condition; and

17.1.2 the RFU shall make such arrangements as it shall determine in relation to the presentation of the relevant trophy to the new British & Irish Cup champions.

17.2 During such time as a Club shall hold the British & Irish trophy:

17.2.1 it shall be responsible for insuring such trophy in the joint names of the RFU and such Club in the full replacement value thereof against loss or damage by such risks as the RFU shall from time to time specify;

17.2.2 it shall, at the request from time to time of the RFU, supply to the RFU such evidence of such insurances as the RFU may require; and

- 17.2.3 in the event of any loss or damage to such trophy, it shall forthwith replace or repair such trophy as necessary and, without prejudice to this obligation, it shall apply monies received from any such insurance in so doing.
- 17.3 For the avoidance of doubt, there shall be no other trophies for the British & Irish Cup, save as agreed by the Organising Committee.

Appendix One



POOL 1	POOL 2	POOL 3	POOL 4	POOL 5
Bedford Blues	Bristol Rugby	Dragons Premiership Select	Connacht A	Cornish Pirates
Munster A	Cardiff Blues Premiership Select	Jersey Reds	Ealing Trailfinders	Hartpury College
Nottingham	Doncaster Knights	London Scottish	Richmond	Scarlets Premiership Select
Ospreys Premiership Select	Leinster A	Yorkshire Carnegie	Rotherham Titans	Ulster A

Appendix Two

Extra Time Protocol

If the score is tied at the end of a Knock-Out Match, then extra time will be played, consisting of two periods of ten minutes plus any stoppage time each.

At the final whistle signalling the end of normal time in the Match, there will be a five minute break. Neither the teams nor the Match officials may leave the Playing Enclosure during this break, save for exceptional reasons. The team management of each Club shall be permitted onto the Playing Area to bring water, nourishment and treatment to their players, but they must leave the Playing Area before the end of the break.

After the five-minute break, the teams will swap ends and the Club that kicked off the first half of the Match will kick off the first period of extra time. After ten minutes plus any stoppage time the referee will stop the Match and the teams will swap ends again while there is a break of one minute. Neither the teams nor the Match officials may leave the Playing Enclosure during this break, save for exceptional reasons. The team management of each Club shall be permitted onto the Playing Area during the break to bring water, nourishment and treatment to their players, but they must leave the Playing Area before the end of the break.

After the one-minute break, the teams having swapped ends the Club that kicked off the second half of the Match will kick off the second period of extra time. After ten minutes plus any stoppage time, the referee will stop the Match. If at that point there is no winner of the Match according to the criteria set out in the Competition Rules, then the referee will conduct a place-kick competition to determine the winner.

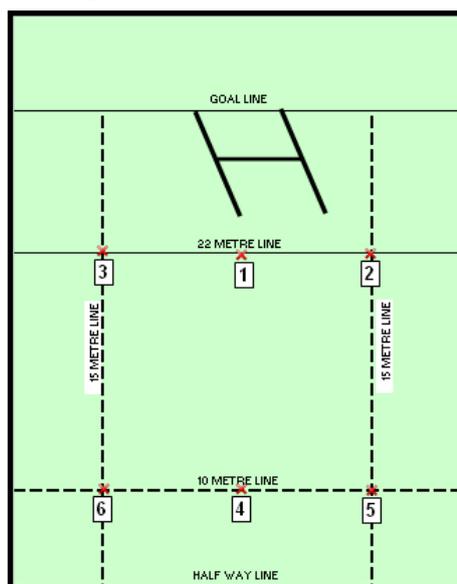
Appendix Three

Place Kick Competition

If at the end of a Knock-Out Match, after extra-time has been played, the scores remain equal and the number of tries scored in the Match is equal, then the referee will conduct a place-kick competition to determine the winner of the Match, according to the following procedures:

- 1 All players and match officials will remain on the playing area. The referee will call the captains of the two teams to the centre of the pitch and will conduct two coin tosses. The first toss of the coin will decide which team selects the end at which all place-kicks must be taken; the second toss of the coin will decide which team selects whether it wishes to kick first or second. For the avoidance of doubt, it may be that the same team wins both tosses in which case it may select the end at which all place kicks must be taken and whether it wishes to kick first or second in sequence.
- 2 Each team must nominate three players to take part in the competition. Only players on the playing area at the final whistle may be nominated. No substituted players or players who have been shown a red card may take part at any time. For clarification purposes, any player who has received a yellow card and who remains in the sin bin at the time of the final whistle may not take part in the place kick competition. The order in which the nominated players will kick does not have to be predetermined.
- 3 The match officials and the six nominated players (three from each team) will assemble on the halfway line. Team management and players not nominated must remain behind the halfway line in the side of the playing area not used. No one other than the match officials and the participating players is allowed in the part of the playing area being used for the competition (including around the playing area, behind the posts, etc).
- 4 The referee starts the competition by calling the first player selected from the team kicking first to the first kicking point. Once the player has taken the kick, the referee calls a player from the opposing team to kick from exactly the same spot.
- 5 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.

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.
7. For the avoidance of doubt the referee is the sole judge of whether a kick has been successful. In reaching this decision the referee may rely on assistance from his assistant referees and/or television match official. The referee's decision shall be final and binding.
8. The competition will continue two kicks at a time (one from each side), going progressively through the five kicking points stated above (and repeating the process if necessary) until one player succeeds with a kick and the player from the other side taking the same kick misses it. Once that happens, the team of the player who succeeded with the kick will be declared the winner.
9. Throughout the place kick competition:
- Once a player has positioned the ball on the kicking tee, he must take the kick within one minute. Should he take longer, the referee shall declare the kick void.
 - After each kick, the referee records the number of the player and whether or not the attempt was successful.



Appendix Four

Substitution Protocol

- 1 Before the Match begins, each participating Club must advise the 4th Match official of its nominee to fill in and sign the substitution cards. The nominee should be a team official, who must be in the Technical Area throughout the Match.
- 2 When a Club decides to replace a player on the Playing Area, the Club's nominee fills in the appropriate details on the substitution card and signs it. The numbers of the player leaving the Playing Area and the player replacing him must be written in the appropriate box on the substitution card.
- 3 When a player leaves the field of play for a bleeding/open wound, the blood box will be ticked and the numbers of the leaving player and the replacement player will be entered in the appropriate box. The process is repeated when the first player returns to the field of play.
- 4 The sin bin box is ticked when a front row player has been sin-binned and another front row player has to enter the Playing Area in order to ensure non-contested scrums do not occur. The numbers of the player leaving the Playing Area to accommodate the replacement front row player and the replacement front row player must be written in the appropriate box on the substitution card.
- 5 The card does not represent a valid request until it is signed.
- 6 The card is then handed to the 4th official, who will check the details and then proceed with the substitution.
- 7 The 4th official will add the details to his substitution form.
- 8 Once the card has been passed to the 4th official, a substitution is only effective when the referee signals for the player to be replaced. A Club may amend details on the card given to the 4th official until the replacement takes place. Any amendments to the card must be authorised by signature by the Club's nominated person.
- 9 During a Match, each Club will receive a different colour substitution card which will be decided by the 4th official.

Appendix Five

Disciplinary Regulations

1. Procedure

The disciplinary regulations, procedures and sanctions applicable to the Competition are those set out in RFU Regulation 19, save insofar as they are amended by these Disciplinary Regulations.

2. Hearings

Players ordered-off the field of play or cited (see Annex attached) in a Competition match will be required to attend a hearing before a Disciplinary Panel organised by the RFU Judicial Hearings Manager, in consultation with the relevant Union(s), to be heard where possible on the Tuesday following the match.

A Player ordered-off may not take part or be selected for any further match until his case has been dealt with by a Disciplinary Panel.

3. Match Officials – Report Writing

Match Officials are required to forward a copy of their ordering-off report and/or their temporary suspension (illegal and/or foul play yellow card) report to the RFU Head of Discipline **within 24 hours of the conclusion of the match.**

4. Citing

The citing procedures applicable to the Competition are set out in the Annex to these Disciplinary Regulations.

5. Appeals

Any notice of appeal against the decision of a Disciplinary Panel must be served upon the RFU Head of Discipline within 24 hours of receipt of the Disciplinary Panel's written decision. Appeals will be heard by an Appeal Panel where possible on the Thursday following the Tuesday hearing. The RFU Head of Judiciary may allow further time for the service of an appeal and/or the scheduling of the hearing if he considers it to be in the interests of justice to do so. The RFU Judicial Hearings Manager will convene an Appeal Panel drawn from the list of those who sit on RFU appeals including, where practicable, a person(s) nominated by the IRFU and/or the WRU.

6. Totting-up and Two on-field yellow cards

- Totting-Up

A totting-up process will be established for the Competition and relate only to yellow cards awarded for illegal and/or foul play within the Competition. A Player who receives three yellow cards for illegal and/or foul play in the Competition will be required to appear before a Disciplinary Panel.

An appeal against a yellow card for illegal and/or foul play is only valid where the appellant alleges that there was mistaken identity or that no act of illegal and/or foul play took place. The appeal must be lodged within 7 days of the date of the match with the RFU Head of Discipline and the appeal will be dealt with at any the hearing that is subsequently arranged to deal with the totting up. **Any appeal that is lodged after the 7 day period will not be valid and shall not be considered by the Disciplinary Panel.**

- Two Yellow Cards in a match

A player who receives two yellow cards (for technical and/or illegal/foul play) in a match and is ordered-off the field of play will be required to appear before a Disciplinary Panel.

If one or both of the yellow cards was awarded for illegal and/or foul play, then the Player may challenge one or both of the illegal and/or foul play yellow cards at the hearing. If the Disciplinary Panel allows an appeal against one or both of the illegal and/or foul play yellow cards (i.e. mistaken identity or no act of foul play took place) the red card shall be expunged from the player's record. There is no right of appeal against the award of a yellow card for a technical offence.

7. Misconduct

The RFU (upon its own volition or upon referral from the IRFU or WRU) shall have the power to bring charges of misconduct against a person, player or Club in relation to or in connection with the Competition or breach of its Regulations. Any charge of misconduct will be heard by a Disciplinary Panel convened pursuant to these Disciplinary Regulations.

A non-exhaustive list of examples of misconduct is set out in World Rugby Regulation 20

8. **Costs**

- (a) Any club/player who is found guilty at a disciplinary hearing will pay a fixed cost of £250.
- (b) A deposit of £250 will be required for an appeal, which may (at the panel's discretion) be returned if the appeal is successful.

Annex to Appendix Five

Citing Procedures

1. These procedures apply only to incidents occurring during Competition Matches. A citing complaint can only be made by Clubs participating in the relevant match.
2. A citing may be initiated where there is an allegation that a Player committed an act of illegal/foul play but was not awarded a red card for that act. The citing must be in writing, stating:
 - a) The date, venue and teams participating in the match;
 - b) Details of the alleged act(s) of foul play, including as accurately as possible, the point of time in the match, score at the time and position on the field when and where the incident is alleged to have occurred;
 - c) The identity of (or means of identifying) the Player(s) alleged to have committed the act(s); and
 - d) Sufficient evidence to establish a prima facia case.
3. The citing must be:
 - a) Signed by the president, chairman, secretary or nominated person authorised to act on behalf of the Club;
 - b) Addressed to the RFU Head of Discipline;
 - c) Accompanied by any match footage that the complainant intends to adduce in support of the citing; and
 - d) Received by the RFU Head of Discipline not later than close of business on the **7th day** following the match.
- 4.1 Any additional evidence supporting the citing shall sent to the RFU Head of Discipline at least 2 days before the hearing. However, in the interests of ensuring the fairness of the proceedings the chairman of the Disciplinary Panel appointed to deal with the matter has the discretion to admit any evidence that has not been served within this timescale if it is in the interests of justice to do so.
- 4.2 A citing, once validly made, may not be withdrawn without the consent of the RFU Head of Discipline.
- 4.3 The citing shall be accompanied by the administration fee of £250 (refundable at the panel's discretion to the citing Club if the citing is upheld by the Disciplinary Panel).
- 4.4 A citing may be made whether or not the alleged act was seen by a Match Official. Where a Match Official did not detect the act of foul play cited, then it must be shown that had the Match Official had seen the act, a red card should have been awarded. However, where a Match Official, having detected the

alleged act, decided that it was either not foul play, or that it was, but he/she took action other than ordering the Player off, the citing Club must prove, on the balance of probabilities, that the Match Official was wrong in not sending the Player off.

- 4.5 The RFU Judicial Hearings Manager shall convene a Disciplinary Panel.
- 4.6 Where the foul play is not admitted by the Player, it is the responsibility of the Club that made the citing complaint to prove on the balance of probabilities that the offence took place as cited and that the offence passed the red card test.

Appendix Six

Technical Area

1. Dimensions of the Technical Area

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

3. Roles of personnel in the Technical Area

- a. Water may only be taken on the field during stoppages in play for injuries in the playing area and when a try has been scored.
- b. The two water carriers are not permitted in the playing area during penalty kicks at goal.
- c. The water carriers must remain in the technical area at all times unless they enter the playing area to provide water or when one enters to provide a kicking tee to a kicker at a penalty kick.
- d. Players may come to the touch line adjacent to the technical area to receive water.

4. Management of the Technical Area

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

5. Personnel outside of the Technical Area

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

Appendix Seven

Minimum Ground Standards

As a minimum, the match day environment set out below must be met by the Home Club:

1. The ground should provide suitable facilities for the anticipated crowd for the following:
 - (a) Spectator refreshment units
 - (b) Toilets
 - (c) First aid staff and facility
 - (d) Disabled toilets, viewing and clubhouse facilities
 - (e) Covered area for spectators
2. Access on match-day (which may be Friday, Saturday or Sunday) to an enclosed pitch, equipped with the below:
 - (a) Dug-outs or benches for reserve players
 - (b) Clearly designated technical areas
 - (c) Post protectors and corner flags
 - (d) Elevated and separate area close to half-way for both teams' coaches/analysts, equipped with power points and internet connection.
 - (e) A scoreboard easily visible from all vantage points within the ground
 - (f) A public address system audible in all spectator viewing areas within the ground
 - (g) Pitch of appropriate quality of playing surface and should, at all times, be a first team pitch
 - (h) Access to a suitable alternative pitch should weather make pitch unplayable, which should meet the minimum ground standards as far as is possible and practicable.
 - (i) Car parking - team and spectator parking
 - (j) An area to serve hot post-match meals to both squads
 - (k) Separate changing facilities for both teams on a match-day, adequate to accommodate 25 players with appropriate washing / shower and toilet provision, and space for a physio table
 - (l) Separate changing facilities for referees, with appropriate washing / shower and toilet provision
 - (m) A separate room which can serve as a doping control room on match-day if required (which may or may not also serve another purpose), with appropriate toilet facilities
 - (n) Covered and internet enabled facilities in view of the playing area to accommodate the written media
3. Venues must comply with the relevant standard applicable in each union e.g. the Green Guide, Guide to Safety at Sports Grounds.