



## **ANGLO-WELSH CUP REGULATIONS 2017/18**

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## 1. Definitions

<b>Anti-Doping Regulations</b>	means all or part of those rules, regulations or policies and/or procedures for implementation thereof or testing thereunder published from time to time by World Rugby, RFU or WRU;
<b>Appeal Panel</b>	means a panel appointed by the RFU in accordance with RFU Regulation 19 ('Discipline');
<b>Away Club</b>	means the opposition Club in a Match against the Home Club;
<b>Broadcasting Agreements</b>	any agreement entered into by the Tournament Organiser in relation to the Broadcasting of Matches;
<b>Broadcast Partner</b>	means the Commercial Partners to whom the Tournament Organiser has granted Broadcast Rights;
<b>Broadcast Rights</b>	means the right to attend at and to film, record and/or transmit audio and audio-visual signals of Matches and other content relating to the Competition;
<b>Citing Commissioner</b>	any person appointed by the RFU to review a match from a citing perspective;
<b>Club</b>	means an English Premiership Club or a Welsh Region participating in the Competition;
<b>Competition</b>	means the Anglo-Welsh Cup to which these Regulations apply;
<b>Commercial Partner</b>	means a party designated by the Tournament Organiser to whom the Tournament Organiser has licensed any of the Commercial Rights;
<b>Commercial Rights</b>	means any and all sponsorship and other commercial rights in and to the Competition and the Matches (including the rights granted to the Title Sponsor pursuant to the Title Sponsorship Agreement, the Broadcast Rights and other rights), any material produced in connection therewith or as a consequence thereof, and all rights relating to the Marks;
<b>Disciplinary Regulations</b>	means those disciplinary rules, regulations and procedures set out or referred to in these Regulations and Appendix 3 to these Regulations;
<b>EPCR</b>	means European Professional Club Rugby;
<b>Foreign Player</b>	shall be defined in accordance with each Union's domestic competition regulations;
<b>Home Club</b>	shall mean in relation to a Match (save for the Final), the Club on whose ground such Match is played or should have been played;
<b>Marks</b>	means the trade marks, names, logos and titles of the Tournament Organiser and/or the Competition;
<b>Match or Competition Match</b>	means a Match played in the Competition and to which these Regulations apply;

<b>Match Official</b>	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;
<b>Premiership</b>	means the top league in England comprising twelve Clubs (Level 1 of League) and an 'English Premiership Club' shall mean a Club participating in that League in Season 2017-2018;
<b>PRL / Premiership Rugby</b>	means Premier Rugby Limited a company owned by those Clubs participating in the Premiership in season 2017-2018;
<b>Pro Rugby Wales</b>	means the organisation that represents the four Welsh Regions;
<b>Regulations</b>	means these Regulations of the Anglo-Welsh Cup;
<b>RFU</b>	means the Rugby Football Union;
<b>RFU Head of Discipline</b>	means 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;
<b>RFU Head of Judiciary</b>	means 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;
<b>RFU Judicial Hearings Manager</b>	means 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/her behalf, or such other person to whom the RFU Judicial Hearings Manager may delegate authority to act on his/her behalf;
<b>Sponsorship Agreement</b>	means the 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;
<b>Time Keeper</b>	The person appointed to act as the time keeper for a Match, if applicable;
<b>Tournament Director</b>	means such person (if any) as the Tournament Organiser appoints to be responsible for the management organisation and operation of the Competition in accordance with these Regulations;
<b>Tournament Organiser</b>	means Premier Rugby Limited who shall have responsibility for the administration and commercial aspects of the Competition;
<b>Union</b>	means the RFU or the WRU;
<b>Weekend</b>	Any Friday, Saturday, Sunday or Public Holiday;
<b>Welsh Region</b>	means the team from a region playing under the jurisdiction of the WRU which has been nominated by the WRU as one of four to participate in this Competition;
<b>World Rugby</b>	means the world governing body of the game of Rugby Union of which the RFU and WRU is a member; and
<b>WRU</b>	means the Welsh Rugby Union.

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

## **2. Interpretation**

- 2.1 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.
- 2.2 Section, Regulation and Appendix headings are for ease of reference only and shall not affect the construction of these Regulations.

## **3. Governance & Administration**

- 3.1 The RFU shall be responsible for the regulation of the Competition but not the administration and commercial aspects which shall be the responsibility of the Tournament Organiser.
- 3.2 These Regulations may be varied from time to time (whether by way of alteration, addition, deletion or otherwise) by the RFU. No changes may be made by the RFU Council (or deletions made by it) unless the RFU has first consulted with the WRU and Pro Rugby Wales, and such changes are agreed by Premiership Rugby.
- 3.3 The RFU shall have the power to delegate any of its powers, duties or obligations under these Regulations to the Tournament Organiser, who in turn may delegate to the Tournament Director.
- 3.4 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.
- 3.5 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 Tournament Organiser, shall use its reasonable endeavours following the procedures laid down by Regulation 3.2 above to procure that such provision is replaced by a provision which is valid and enforceable and which gives effect to the spirit of these Regulations.

#### 4. The Competition

- 4.1 The Competition shall be called 'The Anglo-Welsh Cup' or such other name as is agreed by the RFU and Tournament Organiser which may include the name of the sponsor and shall be played between the twelve English Premiership Clubs and the four Welsh Regions.
- 4.2 All matches in the Competition shall be played in accordance with these Regulations, the World Rugby Laws of the Game of Rugby Union Football and World Rugby Regulations (including such Law variations and other variations as may be agreed by the RFU).
- 4.3 The Competition will be played in two stages, the pool stage and the knock-out stage.

##### The pool stage

- 4.4 For the pool stage, the Clubs will be divided into four pools of four Clubs each as set out below:

<b>Pool 1</b>	<b>Pool 2</b>	<b>Pool 3</b>	<b>Pool 4</b>
Wasps	Exeter Chiefs	Saracens	Leicester Tigers
Bath Rugby	Harlequins	Northampton Saints	Newcastle Falcons
Gloucester Rugby	Sale Sharks	Worcester Warriors	London Irish
Cardiff Blues	Dragons	Scarlets	Ospreys

- 4.5 These pools will be reset in any future year avoiding clashes with EPCR competition pools and based on finishing positions in the Premiership and Pro 12.
- 4.6 Each team in pool 1 shall play each team in pool 4 once and each team in pool 2 shall play each team in pool 3 once.
- 4.7 The following points shall be awarded based on the results of each Pool Match (such points to be referred to as "Match Points" to distinguish them from points scored on the field of play):
- 4.7.1 The Club that wins the Match shall be awarded four Match Points or (if it scores four tries or more in the process) five points.
- 4.7.2 The Club that loses the Match shall be awarded no Match Points or if it scores four tries or more in the process or loses by a margin of seven points or fewer one Match Point or if it scores four tries or more in the process and loses by a margin of seven points or fewer two Match Points.
- 4.7.3 Clubs that draw a Match shall each be awarded two Match Points and any of them that scores four tries or more in the process shall also be awarded a further one Match Point.
- 4.8 The pool winners will qualify for the knock-out stage. The pool winners will be decided by reference to the following criteria:
- 4.8.1 The pool winner will be the Club with the highest number of Match Points in each pool. The pool winners will be ranked 1 – 4 by reference to the number of Match Points earned in the pools.
- 4.8.2 If two or more Clubs in the same pool end the pool stage equal on Match Points, then the order in which they have finished will be determined by:
- i. the greater number of matches won by the Club and

- ii. if the number of matches won is equal, the Club with the greater total number of tries scored and
- iii. if the total number of tries scored is equal, the Club with the greater points difference (points scored for, less points scored against) and
- iv. if the points difference is equal, the Club with the fewer number of red cards and
- v. if the number of red cards is the same, the Tournament Organisers shall toss a coin.

The knock-out stage:

- 4.9 The knock-out stage shall be divided into two semi-final Matches and a final Match.
- 4.10 The semi-final Matches will be knock-out, each played over one Match at a venue designated by the Tournament Organiser in accordance with 4.11.
- 4.11 The semi-final Matches shall comprise the top Club from each pool in accordance with Regulation 4.8. Each of the four qualifying Clubs shall be ranked in accordance with the principles set out in 4.8.1 and 4.8.2 above and shall play each other as follows:
  - semi-final 1 1st ranked Club v 4th ranked Club
  - semi-final 2 2nd ranked Club v 3rd ranked Club
- 4.12 The first Club listed in each of the semi-final matches shall be the Home Club.
- 4.13 The winners of the two semi-final Matches will proceed to the cup final. The cup final will be played at a venue determined by the Tournament Organiser in accordance with Regulation 5.4.
- 4.14 In the semi-finals and the final, if after 40 minutes of play each way the scores are level, there shall be a five minute break (where the teams and players shall remain on the pitch) and then a period of extra time shall begin between the teams of 10 minutes each way, with a 1 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 Appendix One) to determine the winner.

**5. Fixtures & Kick-off Times**

- 5.1 Subject to Regulation 5.6, pool Matches will kick off between 6pm (GMT) on Friday and 5pm (GMT) on Sunday on the following weekends:
  - Round 1 – 4/5 November 2017 for English Clubs and 17/18/19 November 2017 for Welsh Teams
  - Round 2 – 10/11/12 November 2017
  - Round 3 – 26/27/28 January 2018
  - Round 4 – 2/3/4 February 2018
- 5.2 All Clubs shall confirm to the Tournament Organiser the dates and kick off times of the fixtures on the weekends listed above.
- 5.3 The semi-finals shall be on weekend of 10/11/12 March 2018 and the final shall be on Sunday 17 March 2018.

- 5.4 The Tournament Organiser will take the decision on the location of the final venue with regard to the best interests of the Clubs participating in the competition and other commercial issues.
- 5.5 In relation to a Match televised live, the Tournament Organiser shall, as soon as reasonably practicable, determine the day on the published weekend and the time of kick off for such Anglo-Welsh Cup Match and notify the relevant Clubs.
- 5.6 Notwithstanding any other provisions of these Regulations, the Tournament Organiser shall have the absolute right to select or alter the proposed date or kick-off time.
- 5.7 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.

#### Non-Fulfilment of fixture obligations

- 5.8 Each Club must comply with the schedule of pitch inspections agreed by the Tournament Organiser and the RFU's Head of Elite Referee Development in the days leading into any Match and on the day of the scheduled Match.
- 5.9 In adverse weather conditions, each Club must notify the Tournament Organiser of any concern in relation to the condition of the pitch and notify the Tournament Organiser of the steps it has taken to minimize disruption to any Match. The Club must retain regular contact with both the Tournament Organiser and the RFU's Head of Elite Referee Development in relation to the condition of the pitch. The Tournament Organiser may exercise its powers under Regulation 5.8 to require a Club to take appropriate action to ensure its pitch is being maintained to an adequate standard. It is the responsibility of the Home Club to monitor the weather conditions in the week leading into any Match.
- 5.10 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

- 5.11 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 (other than in the knock out stage) to verbally advise the Tournament Organiser of the reason for non-playing or non-completion of the Match immediately following the abandonment and to provide the Tournament Organiser with a written report within 24 hours of the abandonment unless an extended period has been specified by the Tournament Organiser. The Tournament Organiser will determine if the Match will be replayed on a date specified by the Tournament Organiser (having first consulted with the RFU's Professional Rugby Director and/or the CEO of Pro Rugby Wales if it affects Welsh Teams) or whether the result will stand.
- 5.12 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 the Tournament Organiser to be relevant, the Tournament Organiser 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.



- 5.13 If the Tournament Organiser, 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.
- 5.14 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

- 5.15 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 the Tournament Organiser in its absolute discretion but subject to the right of the affected Clubs to appeal the decision pursuant to Regulation 14. The Tournament Organiser may order the Match to be replayed in which event the Match will take place on a date specified by the Tournament Organiser (having consulted first with the RFU's Professional Rugby Director and/or the CEO of Pro Rugby Wales if it affects Welsh Teams).

#### Failure To Fulfil Obligations

- 5.16 No Club shall, without just cause (it being for the Tournament Organiser, 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.
- 5.17 In the event that a Club shall so fail to fulfil its fixture obligations in respect of a Match the Tournament Organiser may, and subject to the Club's right of appeal pursuant to Regulation 14, in its absolute discretion in the case of Anglo-Welsh pool 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 the Tournament Organiser is of the view that a Club has unjustifiably failed to fulfil its fixture obligations in respect of a Match, it may in the case of Anglo-Welsh Cup 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. All decisions made by the Tournament Organiser pursuant to this Regulation 5.17 shall be subject to the right of the affected Clubs to appeal the decision pursuant to Regulation 14.
- 5.18 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 Anglo-Welsh Cup shall be dealt with by the RFU (having consulted with the Tournament Organiser) in its absolute discretion but subject to a right of appeal by any affected Club.
- 5.19 In addition to whether or not a penalty is imposed upon a Club by the Tournament Organiser or the RFU, where in the opinion of the RFU the Club has 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 Tournament Organiser and a Club may appeal the compensation award in accordance with Regulation 14

## **6. Player Eligibility & Match Squads**

(NB: It is for the participating Club to ensure it complies with this Regulation 6)

### English Premiership Clubs

- 6.1 Subject to Regulations 6.6, 6.7 and 6.8 an English Premiership Club in a Match may only play or select as a replacement or substitute players who:
- 6.1.1 on the day of the match are permitted under the regulations of the RFU to play a match in the Premiership; and
  - 6.1.2 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 for the English Premiership Club or in the Competition at the date of the Match.
- 6.2 The record held by the RFU is the only and conclusive evidence of a player's eligibility in relation to an English Premiership 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 player will not be eligible) and if a player is on the match result card but not on the RFU's record as being eligible to play for an English Premiership Club, that player will be deemed ineligible.

### Welsh Region

- 6.3 Subject to Regulations 6.6, 6.7 and 6.8, a Welsh Region in a Match may only play or select as a replacement or substitute players who:
- 6.3.1 remain fully and properly registered with that Welsh Region, in accordance with the registration regulations of the WRU;
  - 6.3.2 if applicable where immediately prior to joining the Welsh Region such player was playing within the jurisdiction of a World Rugby member union other than the WRU and the Player has been cleared to play under Regulation 4.6 of the World Rugby Regulations relating to the Game on or before the Competition Match; and
  - 6.3.3 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 for that Welsh Region or in the Competition at the date of the Match.
- 6.4 Prior to Round 1, Round 3, the semi-finals and the finals, the Welsh Regions must submit via the WRU a list of registered eligible players to the RFU and the Tournament Organisers by no later than 12 noon on a Thursday in respect of a Friday Match and by no later than 12 noon on a Friday in respect of a weekend Match. In the event of a certified injury or illness (certification of which must be provided to the Tournament Director) after the submission deadline of such list, the Welsh Region may upon request to the Tournament Director apply for a further registered player to be added to the list as an injury replacement for the injured player.
- 6.5 After each Match, the RFU will check the match result card against the relevant list submitted to the Tournament Director and if a player is on the match result card but not on the submitted list, that player will be deemed ineligible.

### General

- 6.6 A Club may not be represented in the Competition by any person who has played or been a replacement or substitute (i.e. included in the match squad) for another Club in the Competition in the current season.
- 6.7 A Club may not play or select as a replacement in any Match more than two Foreign Players and more than three Loan Players.

- 6.8 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 Regulations, the rules or regulations of that Club or Union, the rules of any other rugby union competition, World Rugby or the Regulations relating to the Game.

#### Match Squads – Replacements

- 6.9 In each Match up to eight (8) replacements and substitutes are permitted in accordance with World Rugby Law 3 and World Rugby resolutions/rulings/directives relating thereto and the Clubs shall comply with such Law and resolutions/rulings/directives.
- 6.10 In the interests of safety each team playing in the Anglo-Welsh Cup 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.
- 6.11 If a Match is completed and contained uncontested scrums, the Club that was responsible for causing uncontested scrums must upon the request of the Tournament Organiser provide to the Tournament Organiser such information as it may require including if requested a medical report identifying the injuries sustained by its front row Players which must be signed by the Club Doctor. The Tournament Organiser may take such action it deems appropriate in respect of any suspected, alleged or actual breach of Regulations 6.9 to 6.15 and shall notify all Clubs of any action taken, if any. Any Club may appeal against the decision of the Tournament Organiser in accordance with Regulation 14.
- 6.12 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.
- 6.13 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.
- 6.14 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 the Tournament Organiser. The Tournament Organiser will have the ability to request any further information from any party connected to the Club(s) as it sees appropriate.

#### Match Squads – Announcements

- 6.15 Each Club shall 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 Sunday or Monday Matches and, in the case of Matches taking place on any other days, no later than 12 noon on the day immediately prior to such Match.
- 6.16 Any changes to a team selected for a particular Match caused by legitimate injury or illness to a player after the official announcement detailed in Regulation 6.15 must be communicated to the Tournament Organiser via its communications department, to the media and to the public

via Club controlled social media platforms, as soon as reasonably practicable before the Match and in any event promptly upon the Club becoming aware of the need for such change.

## **7. Match Result Card**

- 7.1 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, a Match Result Card (in such form as the Tournament Organiser and RFU may from time to time determine) 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.
- 7.2 If a Player on the Match Result Card submitted to the Referee in accordance with the provisions of Regulation 7.1 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 by the Club accordingly.
- 7.3 Within two hours of the end of the Match the Referee shall complete each Match Result Card submitted to him in accordance with the provisions of Regulation 7.1 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 and submit such Match Result Card to the relevant Club.
- 7.4 The Home Club shall, within four hours after the end of the Match, complete and sign the Match Result Card and submit it to the Tournament Organiser with a copy to the RFU 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 Anglo-Welsh Cup.
- 7.5 The Match Result Card 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.

## **8. Playing Kit**

- 8.1 No later than 6 weeks prior to the commencement of the Anglo-Welsh Cup each Club shall give to the Tournament Organiser written details of its first and second choice of colours in relation to Match jerseys, shorts and socks. Such details shall be provided in electronic format which shall clearly show the artwork of the jerseys, shorts and socks. For avoidance of doubt, the first choice must be predominantly one colour with the second a total contrast.
- 8.2 The Tournament Organiser shall determine which choice of colours a Club wears in any Match.
- 8.3 In Matches Players' jerseys may carry advertising subject to any requirement from time to time specified by the Tournament Organisers and/or World Rugby.
- 8.4 In Matches, jerseys shall be numbered in accordance with World Rugby Regulations.

## **9. Match Officials**

- 9.1 The Match Officials shall be appointed by the RFU from a pool of referees and assistant referees including at least two referees and six assistant referees for the pool Matches nominated by the WRU.

- 9.2 A television match official may be appointed by the RFU in conjunction with the WRU for any Match and in which case, the World Rugby TMO Protocol shall apply.
- 9.3 The Match Officials shall be required to wear such kit as may from time to time be determined by the Tournament Organiser.

## **10. Grounds and the Home Club**

- 10.1 Each Club shall register with the Tournament Organiser the name and address of its principal home ground together with the Club's contracted standby ground, if it has one and any temporary ground.
- 10.2 Pursuant to Regulation 5.8 each Club shall take all reasonable steps to maintain its pitch to an adequate standard. The Tournament Organiser 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.
- 10.3 The Home Club is responsible for correctly and clearly marking its pitch to the satisfaction of the Tournament Organiser and will use its best endeavours to remove any football markings which may also be visible on the pitch.
- 10.4 Each Club must make proper provision to ensure that all spectators are kept at a reasonable distance from the field of play.
- 10.5 Each Club must make provision for two technical areas as outlined in Appendix 4 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 pitch side except within the structures specifically provided for them or within the boundaries of the technical area or during 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.
- 10.6 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 the Tournament Organiser prior to the start of the Competition. The Tournament Organiser shall determine the location of these seats if the proposed location is not deemed by the Tournament Organiser to be in a reasonable location.
- 10.7 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 the Tournament Organiser prior to the start of the Competition and must have a fixed working area and have 240v power available for use by Club analysts. The Tournament Organiser shall determine the location of these seats if the proposed location is not deemed by the Tournament Organiser to be in a reasonable location and/or sufficiently protected from rain and adverse weather conditions.
- 10.8 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.

- 10.9 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.
- 10.10 The Home Club is responsible for making available to the Referee, Reserve Referee and the Assistant Referees separate suitable changing room facilities; and
- 10.11 The Home Club is responsible for 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, including the “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.
- 10.12 The Home Club is responsible for making available seating for the time keeper operating the countdown clock 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 the Tournament Organiser prior to the start of the Competition. The Tournament Organiser shall determine the location of these seats if the proposed location is not deemed by the Tournament Organiser to be in a suitable location with an appropriate working area.
- 10.13 The Home Club is responsible, subject to Regulation 5.9, 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.
- 10.14 The Home Club is responsible for 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

## **11. Medical Matters**

- 11.1 It is the responsibility of both Clubs in Anglo-Welsh Cup Matches 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.
- 11.2 In addition to the above, it is the responsibility of each Club in all its home Matches (other than the 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 Premiership Minimum Standards Criteria document are available for the use by the above mentioned medical practitioners.

- 11.3 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 has completed World Rugby's education module on Concussion Management for Elite Level Match Day Medical Staff. To be considered a suitably 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.
- 11.4 It is the responsibility of the Home Club to ensure that reasonable medical facilities are available for the use of such medical doctors. In respect of the English Club the medical elements of the Minimum Standards Criteria must be complied with by Clubs at all times.

### **Head Injuries**

- 11.5 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.
- 11.6 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.
- 11.7 The Head Injury Assessment Review Process set out in Schedule 6 shall apply to all Anglo-Welsh Matches.

## **12. Finance, Broadcasting, Sponsorship, Ticketing & Media**

- 12.1 In addition to clauses 12.9 to 12.38, each Club shall adhere to the commercial and/or media requirements as notified from time to time in writing by the Tournament Organisers. Such additional commercial and/or media requirements include but are not limited to match branding, use of big screens, naming rights, media rights and use of the competition logo.

### Finance

- 12.2 Each Club shall be responsible for its own travelling and accommodation expenses throughout the Competition.
- 12.3 The Home Club in the pool stages and the semi-finals bears all the costs of organising its Home game(s).
- 12.4 The Home Club in the pool stages and the semi-finals shall receive 100% of all gate receipts, vending receipts, food, beverage and hospitality receipts, programme and advertising receipts and any other income (other than that arising under any central commercial and/or sponsorship and/or broadcasting agreement).
- 12.5 Pursuant to Regulation 12.6 below, Clubs shall be entitled to receive the following meritocracy payments in the 2017/18 Anglo-Welsh Cup competition:
- £19,500 + VAT for a Pool win or where a pool match is drawn each of the clubs in the drawn match shall be entitled to 50% of the winner fee, being £9,750 + VAT each;
  - £20,000 + VAT for a Semi-Final win;

- £31,000 + VAT for Final winner;
  - £10,000 + VAT for Runner Up.
- 12.6 Meritocracy payments (referred to in 12.5 above) will be paid by the Tournament Organiser within 14 days to the relevant Club following receipt of invoice received no earlier than the Tuesday following the relevant Match.
- 12.7 In addition to the meritocracy payments set out in 12.5 above the two finalists shall receive 100% of any surplus from the match account less the costs as provided for in the Anglo- Welsh Cup Final Stadium Hire Agreement as agreed between the Tournament Organiser and the host venue of the Anglo-Welsh Cup Final.
- 12.8 The Tournament Organiser may deduct or withhold any meritocracy payment owed due to any outstanding debt or fines due to the Tournament Organiser from that relevant club.

### Broadcasting

- 12.9 The Tournament Organiser 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.
- 12.10 Clubs undertake to provide such rights, facilities and other services and to do such acts and things as may be necessary to enable the Tournament Organiser to fulfil or enable fulfilment 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.
- 12.11 Subject to Regulation 12.9 above, no Matches shall be broadcast in any form or recorded without the prior written approval of the Tournament Organiser.
- 12.12 For the avoidance of doubt and except as otherwise agreed in writing by the Tournament Organiser, Clubs shall have no rights or interests whatsoever in any Broadcasting rights in respect of the Matches or any material produced in connection therewith or as a consequence thereof.
- 12.13 Except as expressly permitted by these Regulations, each Club shall not and will not permit any third party to film, record and/or transmit audio or audio-visual signals of any Match and/or any other content relating to the Anglo-Welsh Cup.
- 12.14 Except as permitted by Regulations 12.16 and 12.23, each Club shall not distribute, transmit or broadcast, or authorise any third party to distribute, transmit or broadcast, any Footage of a Match.
- 12.15 Except with the prior consent of the Tournament Organiser (both in principle and to the final product), no Club shall (or authorise any third party to) create, produce, manufacture, license or distribute any product featuring any Footage of a Match.
- 12.16 Each Club shall feature on any Club Website only such Footage as provided by the Tournament Organiser or its authorised provider for online content. Such Footage may be used in a Club's own production provided that:
- i. such production is no more than 5 minutes in duration (in aggregate);
  - ii. such production featuring Footage relating to a particular Match does not appear on any Club Website before 0900hrs on the Tuesday (if the relevant Match took place on the



previous Friday) or 0900hrs on the Wednesday (if the relevant Match took place on a Saturday or Sunday);

- iii. it is not used for standalone highlights; and
  - iv. no fee is payable (directly or indirectly) in order to access the production.
- 12.17 Save as set out in Regulations 12.16 and 12.23, Footage shall not be distributed by the Club in any form whatsoever, including to any company, organisation or individual, or via any website, without the express written permission of the Tournament Organiser (acting in its absolute discretion).
- 12.18 Each Club shall provide all access and support as the Broadcast Partner(s) may reasonably require in order for the Broadcast Partner(s) to exercise the Broadcast Rights.
- 12.19 The Tournament Organiser shall notify the Clubs of the schedule of Matches selected to be broadcast live by the Broadcast Partner(s) on such notification dates as the Tournament Organiser shall notify to Clubs prior to the commencement of the Anglo-Welsh Cup competition.
- 12.20 The Tournament Organiser shall use its reasonable endeavours to notify each Club of a Broadcast Partner's intention to exercise any of the Broadcast Rights in respect of a Match that is to be broadcast live and in which that Club is participating no less than one calendar month before the day of the Match.
- 12.21 Where a Match is to be broadcast live by a Broadcast Partner, the Tournament Organiser shall be entitled to require that the relevant Match takes place at a time and date specified by the Tournament Organiser and notified to the participating Clubs in advance.
- 12.22 Six weeks prior to the commencement of the Anglo-Welsh Cup competition, parking and accreditation requirements of the Broadcast Partner(s) shall be agreed between the Tournament Organiser, the Club and the Broadcaster Partner(s) (acting in good faith) by email. Each Club will provide free of charge that number of car parking and accreditation passes in advance of and in respect of each Match intended to be broadcast by a Broadcast Partner.
- 12.23 With the prior written approval of the Tournament Organiser and the relevant Broadcast Partner (if the Tournament Organiser notifies the Club that such approval is required under any Broadcasting Agreement), a Club may arrange for a Match in which it is involved to be relayed (only using content provided by a Broadcast Partner) by closed circuit television to other locations, provided that no such approval is required where it is relayed via giant screens located within the Home Club's ground.

### Sponsorship

- 12.24 Each Sponsorship Agreement shall be binding upon each Club, insofar as it affects or relates to the Club, provided that the terms of the Sponsorship Agreement have been notified to the Club and for so long as such Club participates in the Anglo-Welsh Cup. No Club shall enter into a new commercial arrangement which causes the Tournament Organiser to be in breach of any agreement with a Commercial Partner or otherwise conflicts with the Commercial Rights.
- 12.25 Each Club grants the Tournament Organiser the right (which the Tournament Organiser may sub-license) to use any logos or other intellectual property rights of such Club in connection with the exploitation of any or all of the Commercial Rights, including:
- i. in advertising and promotional material relating to the Competition and/or a Match;

- ii. to promote the association of any Commercial Partner with the Competition and/or a Match;
  - iii. on and in connection with the Anglo-Welsh Cup's and the Tournament Organiser's website(s); and
  - iv. for such other purpose as the Club may agree from time to time.
- 12.26 The Tournament Organiser is the absolute owner of the Commercial Rights and the Tournament Organiser may (in its absolute discretion) exploit all or some of the Commercial Rights, authorise a third party to exploit all or some of the Commercial Rights, or elect to exploit none or some of the Commercial Rights. No Club shall have any rights or interests whatsoever in or in respect of the Commercial Rights, except that:
- i. each Club shall have the non-exclusive right to enter into contracts in respect of the Commercial Rights in respect of Matches at which it is the Home Club provided such contracts are not in conflict with any of the Sponsorship Agreements or Regulations; and
  - ii. subject to Regulation 12.26(i), each Club shall have the right, in respect of Matches at which it is the Home Club, to enter into (or authorise or permit the entry into of) an agreement with a third party granting that third party the right to associate itself with such Match(es), provided always that such right shall be strictly limited to the third party's name or branding being used in connection with the Match in the following manner: "[Relevant Match] in association with [relevant third party]" or such other similar manner as may be approved in writing by PRL. Such agreement must not be with a competitor of a Commercial Partner.
  - iii. For the avoidance of doubt, no Club shall enter into or authorise or permit the entry into of any other agreement in respect of naming rights or other similar rights in relation to a Match.
- 12.27 At all reasonable times and in any event not less than 24 hours prior to the kick-off of any Match, the Home Club shall procure access to the facilities at the Venue for the personnel and representatives of the Tournament Organiser and any Commercial Partner to enable the Tournament Organiser and/or the Commercial Partner (as the case may be) to exploit the Commercial Rights, as set out in these Commercial Regulations.

### Ticketing

12.28 In respect of each of its home Matches, a Club shall:-

12.28.1 provide on request to the Tournament Organiser for use by the Tournament Organiser:

- 50 best category tickets, free of charge;
- 4 car park passes, free of charge;
- A table for 10 people at a match at each Club;
- The right to purchase additional tickets
- 250 complimentary tickets to each of the semi-finals

12.28.2 provide at least ten (10) best category tickets to the Away Club, free of charge for the use of the Away Club's directors and committee members; such tickets shall include the provision of hosted hospitality free of charge;

12.28.3 provide at least fifty (50) best category tickets to the Away Club, free of charge for the use of the Away Club's Players, Officials and/or other representatives, and the Away Club shall notify the Home Club as soon as reasonably practicable if the same are not required;

12.28.4 make at least 500 tickets (at least half of which shall be seated), in blocks of no fewer than ten (10) tickets together, available for purchase by the Away Club, on a sale or return basis, with the deadline for returns being fourteen (14) days before the Match;

12.28.5 provide on request to any Sponsor the number of tickets required by any Sponsorship Agreement; and

- No Home Club shall charge higher prices to supporters of the Away Club for admission comparable with that used by supporters of the Home Club (not being members of the Home Club) who arrive at its ground on the day of a Match seeking a ticket for admission.
- Payment for tickets sold in respect of a Match by the Away Club and for any tickets supplied to the Away Club but not returned to the Home Club shall be made by the Away Club to the Home Club no later than fourteen (14) days before the Match.

### Media

12.29 For the mutual benefit of all of the Clubs, each Club including its Players, Coaches, employees and representatives, agree to promote the Competition's interests at all times and to uphold the sport's core values of teamwork, discipline, respect, sportsmanship and enjoyment.

12.30 Each Club shall appoint a designated Media Manager who shall be responsible for ensuring the Club's compliance with the media requirements set out in these Regulations and shall attend each of the Club's matches in the Competition.

12.31 Each Club shall arrange a pre-Match press conference which shall take place between two and five days prior to each Match. The Club shall invite relevant representatives of the media to the press conference and also to [communications@premiershiprugby.com](mailto:communications@premiershiprugby.com) and [press@premiershiprugby.net](mailto:press@premiershiprugby.net). The Club shall procure the attendance of the team's head coach and where reasonable possible the attendance of a player selected to play in the relevant Match.

12.32 At least one hour prior to kick-off the Home Club shall provide accurate teams sheets for each Club participating in the relevant Match to the media and broadcasters. Such team sheet shall include the Competition logo.

12.33 For Broadcast Matches only, the Home Club shall provide an area close to the Playing Area, or in another area agreed before the Match with the Tournament Organiser, free of undue disturbance and equipped with all relevant facilities, for "flash" interviews immediately following the Match.

12.34 For Broadcast Matches only, each Club shall procure the attendance of the head coach and Player for "flash" interviews.

12.35 The Home Club shall arrange a press conference to take place promptly after the end of the Match in a suitably equipped and secure room capable of accommodating at least 20 media representatives. Each Club shall procure the attendance of a least the head coach and captain of the team or, in the absence of the captain, an alternative senior player of the team. Each Club shall also procure an additional player for interviews with press for Monday newspapers.

12.36 The Home Club must provide adequate working facilities for representatives of the media at the Home Club's ground, including a dedicated SSID/wireless internet connection (operating at 2.4GHz and 5GHz) for use in the media room, photographers' room and on press benches situated at the Club's home ground. The internet connection must be provided via a dedicated

fibre leased line with a download and upload speed of not less than 100mb. Each Home Club must also provide a back-up ADSL broadband line facility for use in the event that the fibre connection fails. Each Home Club shall ensure that no less than 20 Ethernet ports shall be available at the Home Club ground for such purpose, and ISDN points must also be provided on the same basis.

- 12.37 Each Home Club must make available, free of charge, not less than 30 (or such lower number as PRL may agree) designated parking spaces at or in the immediate proximity of the Home Club's ground on the day of a Match for representatives of the media to park their vehicles.
- 12.38 Each Home Club shall equip their media room with a television showing BT Sport channels.

### **13. Breaches of Regulations and Discipline**

#### RFU

- 13.1 The RFU has the power to investigate allegations of foul play or misconduct on or off the field of play and any case shall be dealt with in accordance with these Regulations and the RFU's Rules and Regulations.
- 13.2 Subject to 13.4 the RFU has the power to investigate any suspected breach 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 has the power to impose any sanction as deemed appropriate by a Panel in accordance with RFU Regulation 19 and Appendix 3 of these Regulations. For these purposes, the RFU may require the attendance of Officials, Players and other persons and the production of any books, letters and other documents or records. Where a charge is brought, an independent Panel will be appointed by the RFU Judicial Hearings Manager. A Notice of Hearing shall be sent to the Person, Player or Club charged.
- 13.3 In the event that the Tournament Organiser has exercised the power set out in Regulation 13.4 but 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 13.2 above he/she may in his absolute discretion require the Tournament Organiser to hand the matter to him/her for action under Regulation 13.2. If the RFU Head of Discipline makes this determination then any inquiry by the Tournament Organiser shall immediately cease and all documentation and information shall be passed to the RFU's Head of Discipline forthwith. Furthermore, in the event that the Tournament Organiser has not exercised the power under Regulation 13.4 within seven days of the suspected breach, then the RFU may in its absolute discretion investigate and may bring such a charge.

#### Tournament Organiser

- 13.4 The Tournament Organiser has the power to investigate any suspected breach of Regulations 5, 6.9 to 6.15, 6.16, 8, 10 and 12 and has the power to impose a fixed penalty in respect of the Regulations as listed in Appendix 5 or, if a penalty is not provided for in Appendix, 5 shall bring a charge in relation to any suspected breach by a person, player or Club of Regulations 5, 6.9 to 6.15, 6.16, 8, 10 and 12 and shall convene a Panel in accordance with 13.5.
- 13.5 In accordance with Regulation 13.4 such a Panel must be selected from those persons having the relevant experience to deal with the matter concerned that have no conflict of interest. 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, the Tournament Organiser may require the attendance of Officials, Players and other persons and the production of any books, letters and other documents or records. Where a charge is brought, a Panel shall be appointed as set out above.

- 13.6 Any Panel convened pursuant to Regulation 13 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 Regulations which is equivalent to a breach of these regulations or for a breach of any other RFU Regulations.

#### **14. Appeals**

- 14.1 In every case, an appeal must be served in writing upon the RFU Head of Discipline within 48 hours of receipt of the written decision and the procedure for appeals will be in accordance with RFU Disciplinary Regulation 19.14. The decision of the Appeal Panel shall be final and binding on the RFU, WRU, Clubs, Players and Officials.
- 14.2 The parties to an appeal shall be:
- 14.2.1 the appellant Club, Official or Player; and
  - 14.2.2 in the case of an appeal against the imposition of a fixed penalty or where a decision of the RFU, or the Tournament Organiser is under appeal, the RFU or the Tournament Organiser.

#### **15. Miscellaneous**

##### Compliance

- 15.1 In consideration of the monies it is entitled to receive through its participation in the Anglo-Welsh Cup each Club by commencing its first match in and/or entering the Anglo-Welsh Cup agrees it has entered into a legally binding commitment and legally binding obligations with the Tournament Organiser and the RFU and as separate, obligations with each other Club in the Anglo-Welsh Cup and with any broadcaster or sponsor of the Anglo-Welsh Cup.

##### Governing Law & Jurisdiction

- 15.2 These Regulations and any disputes or differences arising in relation to them shall be governed in all respects by English law.
- 15.3 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.

##### Good Faith

- 15.4 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.



## **Appendix One**

### **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:

o 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 of the pitch 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.

o 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 are allowed in the playing area or behind the posts for the duration of the kicking competition.

o 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.

o Each kicker will be allocated a number i.e. Kicker 1, Kicker 2 or Kicker 3. This designation cannot change.

o 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.

o The first phase of the competition will consist of 6 kicks from 6 positions as outlined in the diagram below.

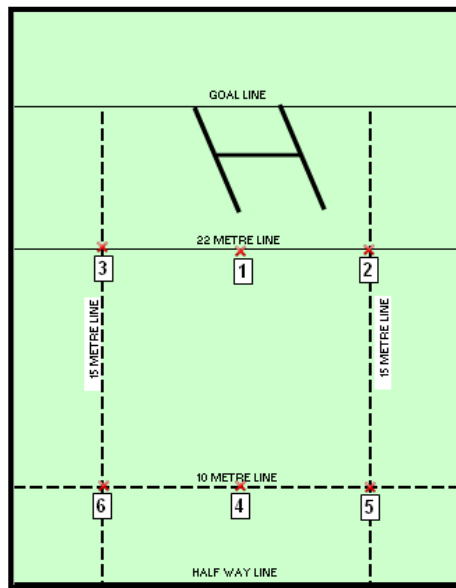
o Each kicker will take 2 kicks in the following order:-

- 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.

o 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.

O For the avoidance of doubt the 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 Television match official





## **Appendix Two**

### **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 the team coach, who must be in the technical zone during 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.

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.

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.

The card does not represent a valid request until it is signed.

3 The card is then handed to the 4th official, who will check the details and then proceed with the substitution.

4 The 4th official will add the details to his substitution form.

5 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.

6 During a Match, each Club will receive a different colour substitution card which will be decided by the 4th official.

## **Appendix Three**

### **Disciplinary Regulations**

#### 1. Procedure

The disciplinary regulations, procedures and sanctions applicable to the Competition are those set out in RFU Rules and 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 to Appendix Three) 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 WRU, to be heard if practicable in Bristol (unless some other venue is agreed) where possible on the Tuesday following the match.

A Player ordered-off or cited by a Citing Commissioner is provisionally suspended and 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 (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. Totting-up, two on-field yellow cards & CCWs

- 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 this Competition. A Player who receives three yellow cards for illegal and/or foul play (including CCWs) 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 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.

- Citing Commissioner Warnings (CCW)

A CCW issued by a Citing Commissioner is to be treated as if it were an on-field yellow card for illegal and/or foul play for the purposes of these Disciplinary Regulations.

If a Player has received two CCWs or a combination of a CCW and a yellow card (for technical and/or illegal/foul play) during a match he shall be treated for disciplinary purposes as if he had been ordered-off during the match.

### **Annex to Appendix Three**

#### Citing Procedures

1. The following citing procedures apply only to incidents of illegal and/or foul play occurring during Competition Matches.
2. The RFU Head of Discipline shall appoint suitably qualified Citing Commissioners to undertake citing duties in the Competition.
3. The Tournament Director
  - (a) make arrangements for a video recording of each Competition Match to be taken, to a common standard, and independently from any video which may be commissioned by the participating Clubs, ("independent video"); and
  - (b) make arrangements whereby all match footage is uploaded onto the RFU's Elite Hub within sufficient time to enable the Citing Commissioner to review the footage and to refer any citings within the time period set out below.
4. A Club may, within 8 hours of the conclusion of a Competition Match, refer to the Citing Commissioner any incidents that the Club wishes the Citing Commissioner to review.
5. A Citing Commissioner alone shall have the power and responsibility to cite a player for an act of illegal and/or foul play, whether or not it has been detected by the Match Officials. Any citing must be made in writing by the Citing Commissioner to the RFU Head of Discipline within 48 hours of the conclusion of the Match. This time period may be extended if the RFU Head of Discipline determines that it is in the interests of the Game to do so.
6. The RFU Head of Discipline shall forward to the cited player, via his Club, a charge setting out the alleged act of illegal and/or foul play, a copy of the citing report and any footage of the incident. Thereafter, the RFU Judicial Hearings Manager shall make arrangements for the hearing of the case.
7. The cited Player may request that the Citing Commissioner be available to give evidence about the incident.
8. The RFU Head of Discipline may appoint a person to present the citing if he considers it necessary to do so.
9. A Citing Commissioner may issue a Citing Commissioner Warning (CCW) for acts of illegal and/or foul play that, in the Citing Commissioner's opinion, narrowly fail to meet the red

card threshold but should be brought to the player's attention. They are to be treated as an on-field yellow card for foul play for disciplinary purposes.

10. The following administrative fees will be payable by the Club to the RFU in accordance with these Disciplinary Regulations:

Disciplinary Hearings - £500 (£250 if dealt with on the papers)

Appeals - £500 (£250 if dealt with on the papers)

Foul Play Yellow Cards/ Citing Commissioner Warning - £80

## Appendix Four

### Technical Area

1. Dimensions of the Technical Area
  - a. For all Anglo-Welsh 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.
  - 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.
  - 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 warming up and there is not an area outside the playing enclosure, they may warm up in the opposition in-goal area.

## Appendix Five

### FIXED PENALTIES

<b>Reg. clause</b>	<b>Description</b>	<b>1<sup>st</sup> Offence</b>	<b>2<sup>nd</sup> (or further) Offence</b>
6.16	Late announcement of team selected to represent in a particular Match	Fixed Penalty: £500 (suspended)	Fixed Penalty: £1,000
6.16	Failure to make any announcement of team selected to represent in a particular Match	Fixed Penalty: £500 (suspended)	Fixed Penalty: £1,000
6.17	Failure to communicate change to team in accordance with 6.17	Fixed Penalty: £500 (suspended)	Fixed Penalty: £1,000
6.17	Change to team not due to a legitimate injury or illness	Fixed Penalty: £500 (suspended)	Fixed Penalty: £1,000
7.1	Failure to deliver completed Match Result Card to the Referee for such Match, at least one hour before the kick-off time for such Match	Fixed Penalty: £500 (suspended)	Fixed Penalty: £1,000
7.2	Failure to inform referee of late change	Fixed Penalty: £500 (suspended)	Fixed Penalty: £1,000
7.3	Failure to obtain signature of referee on Match Result Card within two hours of final whistle	Fixed Penalty: £500 (suspended)	Fixed Penalty: £1,000
7.4	Failure to submit Match Result Card in accordance with Regulation 7.4	Fixed Penalty: £500 (suspended)	Fixed Penalty: £1,000
8.1	Failure to provide details of kit in required format by deadline	Fixed Penalty: £500 (suspended)	Fixed Penalty: £1,000
8.2	Failure to wear designated kit as determined by the Tournament Organiser	Fixed Penalty: £1000	Fixed Penalty: £2,000
8.3	Sleeve Patch – No logo	Fixed Penalty: £200 per player who plays (suspended)	Fixed Penalty: £400 per player who plays
8.3	Sleeve Patch – Logo obstructed	Fixed Penalty: £1,000 per player who plays	Fixed Penalty: £2,000 per player who plays
8.3	Sleeve Patch – replacement of logo with that of competitor	Fixed Penalty: £1,000 per player who plays	Fixed Penalty: £2,000 per player who plays
8.3	Sleeve Patch – use of any other logo	Fixed Penalty: £200 per player who plays (suspended)	Fixed Penalty: £400 per player who plays
8.4	Matches jerseys NOT numbered in accordance with World Rugby Regulations	Fixed Penalty: £100 per player who plays (suspended if breach	Fixed Penalty: £100 per player who plays

		remedied by next Anglo Welsh Match)	
10.1	Failure to register principal home ground	Fixed Penalty: £500 (suspended)	Fixed Penalty: £1,000
10.1	Failure to register standby ground (if it has one) and any temporary ground	Fixed Penalty: £500 (suspended)	Fixed Penalty: £1,000
10.5	Failure to make provisions for two technical areas	Fixed Penalty: £10,000	Fixed Penalty: £10,000
10.6	Failure to provide 10 additional seats in correct location	Fixed Penalty: £5,000	Fixed Penalty: £5,000
10.12	Failure to make available seating for the time keeper and referee manager	Fixed Penalty: £2,500	Fixed Penalty: £5,000
10.13	Failure to accommodate captain's run	Fixed Penalty: £5,000	Fixed Penalty: £5,000
10.14	Failure to make available the pitch for pre-match warm up	Fixed Penalty: £5,000	Fixed Penalty: £10,000
11.1	Failure to provide appropriately qualified medical practitioner	Fixed Penalty: £10,000	Fixed Penalty: £10,000
11.2	Failure to provide appropriately qualified physiotherapist or BASRAT approved sports rehabilitator	Fixed Penalty: £10,000	Fixed Penalty: £10,000
12.1	Obstruction of branding advertising (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £1,000 per board	Fixed Penalty: £2,000 per board
12.1	Incorrect configuration of branding advertising (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £1,000 per board	Fixed Penalty: £2,000 per board
12.1	Incorrect rotation of LED branding (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £1,000 per slot and/or partner	Fixed Penalty: £2,000 per slot and/or partner
12.1	Pitch / Playing Area branding (if logo is is not in conflict with any Sponsorship Agreement or any of the Commercial Partner's core business) (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £10,000	Panel £50,000 entry level sanction
12.1	Incorrect positioning of Club logo (if such logo is not in conflict with position of Title Sponsor logo) (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £1,000 (suspended)	Fixed Penalty: Double the 1 <sup>st</sup> offence sanction
12.1	Incorrect positioning of Club logo (if such logo is conflict with position of Title Sponsor position position) (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £5,000	Fixed Penalty: Double the 1 <sup>st</sup> offence sanction
12.1	Incorrect positioning of Principal Club Sponsor's logo (if not in conflict with Title Sponsor position) (As stated in Commercial Requirements 2017/18)	Fixed Penalty: 1 <sup>st</sup> – £1,000 if on pitch (not in goal area) but if clashing with Title Sponsor £10,000	Fixed Penalty: Double the 1 <sup>st</sup> offence sanction
12.1	Incorrect positioning of Principal Club Sponsor's logo (if in conflict with Title Sponsor position) (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £10,000	Fixed Penalty: Double the 1 <sup>st</sup> offence sanction



12.1	Incorrect branding and/or quantity and/or positioning of flag (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £500 (suspended) per match	Fixed Penalty: £1,000 per match
12.1	Incorrect branding and/or quantity and/or positioning of flag poles (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £500 (suspended) per match	Fixed Penalty: £1,000 per match
12.1	Incorrect branding and/or quantity and/or positioning of post protectors (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £2,000 per match	Fixed Penalty: £10,000 per match
12.1	Incorrect branding of match balls (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £2,000 per match	Fixed Penalty: £10,000 per match
12.1	Incorrect branding and/or quantity and/or positioning of Toblerones (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £2,000 (suspended) per match	Fixed Penalty: £5,000 per match
12.1	Countdown clocks (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £5,000 per match	Fixed Penalty: £10,000 per match
12.1	Stadium clocks (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £1,000 (suspended) per match	Fixed Penalty: £5,000 per match
12.1	Countdown clocks (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £5,000 per match	Fixed Penalty: £10,000 per match
12.1	Stadium clocks (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £5,000 per match	Fixed Penalty: £5,000 per match
12.1	Giant screen (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £500 per match	Fixed Penalty: £1,000 per match
12.1	TMO decisions (As stated in Commercial Requirements 2017/18)	Fixed Penalty: £2,000 (suspended) per advert/improper use	Fixed Penalty: £5,000 per advert/improper use
12.1	Failure to include logo on Media releases	Fixed Penalty: £1,000 (suspended)	Fixed Penalty: £2,000
12.1	Failure to include logo on front cover of match programme	Fixed Penalty: £1,000 (suspended)	Fixed Penalty: £2,000
12.1	Failure to provide on full page colour advert	Fixed Penalty: £1,000 (suspended)	Fixed Penalty: £2,000
12.1	Failure to provide in Semi-Final welcome page from Tournament Organiser	Fixed Penalty: £1,000 (suspended)	Fixed Penalty: £2,000
12.1	Player Appearances	Fixed Penalty: £5,000 (suspended) per player per appearance	Fixed Penalty: £5,000 per player per appearance

12.16	Incorrect duration of Footage on Club website	Fixed Penalty: £1,000 for clips or if full match £5,000	Fixed Penalty: Double the relevant 1 <sup>st</sup> offence sanction
12.16	Incorrect use of footage (Date/Time) on Club website	Fixed Penalty: £1,000 for clips or if full match £5,000	Fixed Penalty: Double the relevant 1 <sup>st</sup> offence sanction
12.16	Incorrect use of highlights on Club website	Fixed Penalty: £1,000 for clips or if full match £5,000	Fixed Penalty: Double the relevant 1 <sup>st</sup> offence sanction
12.28	50 Best Cat to Tournament Organiser	Fixed Penalty: £10,000	Fixed Penalty: £10,000
12.28	4 car park passes	Fixed Penalty: £250 per pass	Fixed Penalty: £500 per pass
12.28	Table for 10 people at a match at each Club	Fixed Penalty: £2500	Fixed Penalty: £5000
12.28.2	10 Best Cat	Fixed Penalty: £200 per ticket (incl. hospitality) up to £2,000 in total	Fixed Penalty: £200 per ticket (incl. hospitality) up to £2,000 in total
12.28.3	50 Best Cat to Away Club	Fixed Penalty: £200 per ticket (incl. hospitality) up to £2,000 in total	Fixed Penalty: £200 per ticket (incl. hospitality) up to £2,000 in total
12.28.4	500 Visiting team	Fixed Penalty: £200 per ticket (incl. hospitality)	Fixed Penalty: £200 per ticket (incl. hospitality)
12.28.5	Commercial Partners	Fixed Penalty: £200 per ticket £100 per car park pass £500 per hospitality space	Fixed Penalty: £200 per ticket £100 per car park pass £500 per hospitality space
12.30	Media Manager – failure to appoint	Fixed Penalty: £10,000	Fixed Penalty: £10,000
12.30	Media Manager – failure to attend	Fixed Penalty: £10,000	Fixed Penalty: £10,000
12.31	Press Conference	Fixed Penalty: £500 (suspended)	Fixed Penalty: £1,000
12.32	Provision of team sheet	Fixed Penalty: £500 (suspended)	Fixed Penalty: £1,000
12.33	‘Flash’ location	Fixed Penalty: £1,000 (suspended)	Fixed Penalty: £2,000
12.34	Player for ‘flash’	Fixed Penalty: £1,000 (suspended)	Fixed Penalty: £2,000
12.34	Head Coach/DoR ‘flash’	Fixed Penalty: £1,000 (suspended)	Fixed Penalty: £2,000
12.35	Other Players press conference	Fixed Penalty: £1,500 (suspended)	Fixed Penalty: £3,000

12.35	Post Match press conference	Fixed Penalty: £1,000 (suspended)	Fixed Penalty: £2,000
12.36	Working Facilities	Fixed Penalty: £2,500 (suspended)	Fixed Penalty: £5,000
12.37	Parking for Media	Fixed Penalty: £1,000 (suspended)	Fixed Penalty: £2,000

## **Appendix Six**

### **2017-18 HEAD INJURY ASSESSMENT REVIEW PROCESS**

#### **ANGLO WELSH CUP**

#### **Background**

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 apply 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 doctor.

This HIA Review Process will apply to the Anglo Welsh Cup as set out below.

The 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 participating Unions and notified to each Club 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, WRU Head of Rugby Operations or PRL Rugby Director (or his/her designated nominees); provided in each case 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 made available for review (and in respect of Premiership Clubs, uploaded onto the Review Portal for review), the IVR will:
  - (a) Submit comments onto a Review Portal or other record keeping system; and
  - (b) Write to the Club medical team should the IVR have further enquiries of the Club.

5. In the event the IVR makes further enquiries from the Club, the Club medical team must respond to the IVR within 48 hours of receipt of the written enquiries by either uploading their responses onto the Review Portal or other record keeping system.
6. All written enquiries and responses shall be done via an online Review Portal or other record keeping system.
7. In the event of a disagreement between the IVR and the Club doctor on the interpretation of a video, the IVR shall inform the Chief Medical Officer (CMO) of the Club's Union 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 of the Club's Union concludes that there is a justifiable medical reason or explanation for an incident, no further referral will be required and the CMO of the Club's Union will decide whether further action, education and/or training is required.
9. If the IVR or CMO of the Club's Union concludes anything other than a justifiable medical reason or explanation for an incident, the IVR or CMO of the Club's Union must refer the case to the HIA Review Group set out in paragraph 11 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 CMO of the Club's Union shall be entitled at any point to informally consult with the CMO of the other participating Union if he/she so wishes.
11. 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. CMO of the Club's Union; and
  - c. A member of World Rugby's independent Concussion Advisory Group (who is independent of the World Rugby Independent Video Interpretation Expert Group).
12. The chair of the HIA Review Group may, if he/she wishes:
  - a. invite a representative(s) of the other participating Union to sit as additional members of the HIA Review Group; and/or
  - b. consult with other third parties such as competition representatives/tournament organisers.
13. 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 the CMO of the Club's Union.

14. The HIA Review Group may at any point make further enquiries of the club, 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.
15. The HIA Review Group has the power to investigate all matters referred to it and all clubs 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.
16. 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 personnel, including the Club 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.
17. The HIA Review Group must send a written report to the Club, Club's Union and relevant competition organiser setting out its recommendations.
18. There is no power to appeal any decision of the HIA Review Group.
19. 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.