

RFU REGULATION 6 – DISCLOSURE OF INFORMATION

6.1 The RFU aims to ensure there is no distortion of fairness and aims to promote an equal opportunity for success and a level playing field between Clubs in the Premiership, a League or any other competition in which Clubs take part. To this end, Premier Rugby Limited, any Organising Committee, and every Club shall fully disclose to the RFU (and in the case of Premier Rugby Limited such disclosure shall be in the manner agreed by the RFU) with a copy of any documentation relating thereto, within 7 days of receipt of a written request from the RFU to do so, any written or verbal agreement, or document evidencing an agreement or arrangement, or understanding or board minute that relates to or which might affect:

- (a) promotion and relegation from the Premiership or League; or the likely outcome of any other competition; and/or
- (b) release of players for international matches or scratch or composite sides; and/or
- (c) rest periods or welfare of players;
- (d) distribution or funding arrangements between Clubs in the Premiership or a League or other competition; and

if in the reasonable opinion of the RFU (or that of persons nominated by it as the case may be to approve such disclosure), the effect of such agreement, arrangement, understanding or document or board minute is to create unfairness in the Premiership, a League or other competition or adversely to prejudice or affect some Clubs in the Premiership, League or other competition more harshly than others, the Club or Clubs will cooperate with the RFU to use their best efforts to eliminate, reduce and avoid the repetition of such unfairness.

6.2 Premier Rugby Limited and each Organising Committee or Club shall advise the RFU in writing not less than fourteen (14) days prior to the proposed implementation or execution date whichever is the earlier, if it wishes to enter into any agreement or arrangement or understanding of the type referred to in RFU Regulation 6.1 above, and no such agreement or arrangement or understanding may be entered into without the prior written consent of the RFU (such consent not to be unreasonably withheld or delayed).

Terms of Reference

6.3 No terms of reference for Premier Rugby Limited or any Organising Committee shall have any force or effect unless they are approved by the RFU Board of Directors or as delegated by it. No changes to any such terms of reference may be made unless those changes are approved by the RFU Board of Directors or as delegated by it. Neither Premier Rugby Limited nor any Organising Committee may act other than in accordance with its approved terms of reference.

- 6.4 No Organising Committee may set minimum standards or entry criteria for any League or competition unless the principle of having such standards or criteria have been unconditionally approved for that particular League by Council and the terms of such criteria have been approved by the RFU Board of Directors.