

RFU REGULATIONS

RFU REGULATION 7 – PLAYERS, APPROACHES, CONTRACTS, PAYMENTS AND PLAYER MOVEMENT

7.1 General

- 7.1.1 This RFU Regulation 7 applies to all clubs and players (male and female) unless expressly stated otherwise.
- 7.1.2 This RFU Regulation 7 should be read in conjunction with the Payment of Player Frequently Asked Questions.
- 7.1.3 Any terms not defined in this RFU Regulation 7 shall have the meanings set out in RFU Regulation 1.

7.2 Definitions

- 7.2.1 **“Associated Third Party”** means any agent or representative of a club or individual connected to the club, club sponsor or player sponsor, any individual or entity associated with the club.
- 7.2.2 **“Contract”** means any agreement, arrangement or understanding whether formal or informal and technically whether legally enforceable or not made between a club, union, division or province (or other union or association of clubs) or any other person, firm or company and a player for the provision of a Material Benefit to the player (or any other person, firm, company or organisation) wholly or partially in consideration for the player’s participation in the Game or which entitles the party with whom the player (or other person, firm, company or organisation) has entered into any such agreement, arrangement or understanding to require the player to participate in the Game or the effect of which is the player participates in the Game.

Note: For the avoidance of any doubt agreements with Academy Players, Apprenticeship Agreements, Bursaries and all other agreements or arrangements wholly or partially in relation to education or training of the player will fall within the definition of Contract set out above.
- 7.2.3 **“Declaration”** means the declaration submitted annually by a club via the Game Management System portal in the form prescribed by the RFU;
- 7.2.4 **“Gross Payments”** means all Material Benefits paid or payable to any third party in respect of playing rugby union (including any payments in respect of England Academy Players and Loan Players) plus all payments payable in respect of such Material Benefit which includes, by way of example, national insurance contributions, income tax and agents fees.
- 7.2.5 **“Material Benefit”** means money, consideration, gifts or any other benefits whatsoever contracted, promised or given to or by a person or any other individual, body corporate, partnership (or any other entity or body whether incorporated or not) at his/her direction in respect of such person’s participation in the Game.

The types of expenses that fall outside the definition of Material Benefit are more

particularly set out below:

- (a) the provision of sporting facilities and reasonable provision and maintenance of club-owned sports equipment, personal protective equipment and club/club sponsor branded apparel (including training, playing and formal apparel);
- (b) the provision of suitably qualified coaches and the provision for reimbursement of the costs of coaching courses for those that coach at the club;
- (c) the provision of certain insurance cover and certain medical treatment related to injuries suffered whilst playing or training for the club and/or whilst undertaking club duties;
- (d) the reimbursement of necessary and reasonable out of pocket travel and/or subsistence expenses incurred by players, match officials, coaches, first aiders, club officials and accompanying individuals travelling to away matches and/or to locations other than the home club for the performance of club duties;
- (e) In respect of individuals who are amateur by virtue of being unpaid and non-salaried, the reimbursement of necessary and reasonable out of pocket travel expenses incurred by players, match officials, coaches, first aiders, club officials and accompanying individuals travelling to home matches, training and/or to the home club for the performance of club duties;

Note:

If a player/player coach/other club individual is paid any travel expenses to any home match or training for any purpose in addition to another Material Benefit (such as a salary, match fee, pay-to-play fee etc), such payment of travel expenses will:

- *be classified as a Material Benefit;*
 - *will contribute towards the Payment Threshold set out in Regulation 7.2.6; and*
 - *may give rise to a taxable benefit and subject to income tax legislation.*
- (f) reasonable provision of match and training refreshments for players and match officials; and
 - (g) The sale or supply of food or drink as a social benefit which arises incidentally from the sporting purposes of the club.

For the purposes of the above:

- 'Subsistence expenses' means food, drink and temporary overnight accommodation and further clarification can be found in the FAQs.
- 'Accompanying individuals' means someone who accompanies a person who has a disability for the purposes of the Equality Act 2010 and is a player or match official
- 'Reasonable out of pocket travel expenses' means mileage allowance based on the HMRC rates in force from time to time, and subject to prior agreement by the club treasurer, second class rail travel, internal UK economy flights and communal vehicle hire if considered the most economical mode of transport. Further clarification can be found in the FAQs.

7.2.6 **“Payment Threshold”** means:

- (a) For clubs whose men’s first XV team plays at Level 3: the threshold is £275,000 of Gross Payments paid or payable to players and including the payment of Player Coaches save that only £12,500 of the costs of each of the first and second Player Coaches will be excluded in calculating whether or not the threshold has been exceeded.
- (b) For clubs whose men’s first XV team plays at Level 4: the threshold is £157,500 of Gross Payments to paid or payable to players and including the payment of player coaches save that only £10,000 of the costs of each of the first and second Player Coaches will be excluded in calculating whether or not the threshold has been exceeded.
- (c) For clubs whose men’s first XV team plays at Level 5: the threshold is £65,000 of Gross Payments paid or payable to players and including the payment of Player Coaches save that only £7,500 of the costs of each of the first and second Player Coaches will be excluded in calculating whether or not the threshold has been exceeded.
- (d) For clubs whose men’s first XV team plays at Level 6 and below: the threshold is zero save that the club is permitted to engage one paid Player Coach only up to a maximum of £10,000 and no more than 50% of which shall be in respect of his/her playing duties.

7.2.7 **“Player Coaches”** means any third party who receives any Material Benefit to coach rugby union and any Material Benefit to play rugby union, regardless of in what proportion. This does not include: (a) non-playing coaches; or (b) coaches who are contracted and paid solely and genuinely for their coaching, even if such individual plays rugby union; and provided that in each case the third party is not paid to play rugby union.

7.2.8 **“RFU Benefits”** means the following monetary and non-monetary existing or prospective benefits provided for or on behalf of the RFU for which clubs may be eligible being:

- (a) Travel funding and Long Distance Allowances for league and cup matches (including offshore travel).
- (b) Supplemental Ticket Fund.
- (c) Rugby Football Foundation (RFF) and (RFU) Interest Free Loans and Grants.
- (d) Green Deal Interest Free Loans RFF up to £20,000.
- (e) Rugby Football Union Grants.
- (f) Other interest free loans.
- (g) Subsidised Match Officials’ costs at Levels 3 and 4.
- (h) Eligibility for AGP Rugby Share programme.
- (i) Prioritisation for AGP Rugby Turf programme.
- (j) Eligibility for non-commercial rates in respect of AGP usage.
- (k) Constituent Body PFR funding used for individual grants to clubs.
- (l) Any other RFU cash grants or such other loans/grants or other benefits as decided by the RFU.

7.3 Contracts for Participation

Any person or entity giving or receiving (whether directly or indirectly) any Material Benefit for participation in the Game must ensure that:

- (a) a Contract is in place;
- (b) such Contract is in a form approved and/or distributed by the RFU; and
- (c) RFU Regulation 14.6.3 is complied with in respect of all Contracted Players.

7.4 Payment of Players

7.4.1 All clubs whose men's first XV team plays at Level 3 and below, and who wish to be entitled to RFU Benefits, will be required to:

- (a) submit an annual Declaration every season;
- (b) during the submission window commencing 1 March and closing 30 June;
- (c) in respect of any Gross Payments of Material Benefits paid or payable between 1 June of the previous year and 31 May of the current season;
- (d) by or on behalf of the club (directly or indirectly) to any third party in respect of playing rugby union.

7.4.2 If a club fails to submit an accurate declaration in accordance with 7.4.1 above, or is paying above the Payment Thresholds set out above, the club will no longer be eligible for the RFU Benefits in respect of the entirety of the following season. For the avoidance of doubt, non-submission of a Declaration or clubs accurately declaring to be paying over the Payment Threshold will not constitute a breach of regulations.

7.4.3 The RFU has the power to require that a club, players and/or Associated Third Party supply such relevant documents and information as may be required including a copy of the Employer Annual Return submission to HMRC.

7.4.4 The RFU has the power to investigate and make enquiries of a club, player and/or Associated Third Party and carry out spot checks and auditing upon reasonable notice at clubs' premises.

7.4.5 Clubs shall keep all records and documents relevant to the Declarations, player contracts and these regulations for a period of five years from the date in which they first came into existence (including all documents, records and other information held by or under the control of a club (or an authorised representative of the club) and which are reasonably considered to be relevant for these regulations.

7.4.6 Upon request of the RFU, all clubs and persons shall cooperate fully, accurately and promptly with and shall provide all necessary assistance to the RFU with respect to any matter pursuant to this Regulation 7 (including in relation to spot checks, auditing, answering the questions of and furnishing the RFU with, all relevant and/or requested documentation and information) and failure to cooperate shall constitute a breach of this Regulation 7.

7.4.7 If any party (including any club or person) is alleged or suspected to be in breach of these Regulations (whether as a result of a single breach or persistent breaches, failure to cooperate or providing false or inaccurate information or declaration or such other breach), such action would be considered as a breach of regulations and dealt with pursuant to Regulation 19.

7.4.8 Any breach, allegation or suspicion of a breach, and such other disciplinary matter arising in relation to this Regulation 7 shall be referred to the RFU Head of Discipline. If the RFU Head of Discipline decides that there is a case to answer and that a charge should be brought against any party, the matter will be dealt with in accordance with RFU Regulation 19. Subject to any right of appeal, the RFU

Disciplinary Panel will be entitled to impose such sanctions and penalties against any such party as it deems necessary in respect of any breach of these regulations.

- 7.4.9 In event that any party (including club or person) is found to have breached these regulations in any way (including the provision of an inaccurate Declaration or information, non-cooperation with the Regulations or such other reason), the RFU has the power to claw back and/or withhold further funding and RFU Benefits. Any failure by any party to pay back any misappropriated RFU Benefits constitutes a regulatory breach of these regulations.
- 7.4.10 To assist the RFU in monitoring compliance with these regulations, the RFU has the power to publish such compliance information as it deems appropriate and individuals (whether players, coaches, administrators, agents or others) are required to approach the RFU with any information relevant to any actual or potential instance of non-compliance with the regulations by another party. The identity of the individual providing the information will not be disclosed beyond the RFU without such individual's prior approval.

7.5 Approaches to Players

No party may directly or indirectly, approach (or accept an approach by or on behalf of) any Player who is under Contract with a Club, Constituent Body or Union to induce or attempt to induce such Player to leave that Club, Constituent Body or Union unless such approach or inducement is made with the written consent of that Club, Constituent Body or Union, or is made in the final six months of the term of that Player's Contract. Any Club or Constituent Body wishing to make such an approach may contact the RFU for details of when a particular Player's Contract is due to expire.

7.6 Individuals Debts

It shall be a disciplinary offence under these regulations for any club knowingly to play any Player who has previously been a member of another Club which he/she has left without paying his/her outstanding debts to his/her previous Club or without fulfilling his/her obligations to his/her previous Club under a Contract approved and registered with the RFU under World Rugby Regulations.

7.7 Academy Player Compensation

In addition to the above, there are additional regulations in place in respect of Premiership and Championship Clubs pertaining to Player approaches and England Academy Player compensation and these regulations are set out in the Premiership Regulations and Championship Regulations which are available at www.englandrugby.com/governance/regulations/.