

## **REGULATIONS OF THE IRISH RUGBY FOOTBALL UNION**

- 1.** General
  
- 2.** Regulations Governing Matches against Teams from Other Unions
  
- 3.** Regulations Governing Scratch Teams
  
- 4.** Regulations Relating to Movement of Individuals between Unions
  
- 5.** Disciplinary Committees
  
- 6.** Regulations Relating to the Registration, Eligibility, Movement and Payment of Club Players
  
- 7.** Regulations Relating to the Irish Exiles
  
- 8.** Regulations Relating to Anti-Doping
  
- 9.** The All Ireland League and Cup
  
- 10.** Regulation Relating to Child Welfare and Protection

The Committee of the Union has made the following regulations which are binding on all parties affected by these regulations.

## **1. GENERAL**

These regulations are supplemental to the regulations relating to the Game made by the International Rugby Board (I.R.B. Regulations) which are binding on the I.R.F.U. and all its members and for greater detail reference should be made to the I.R.B. Regulations.

Where capitalised words are used in these regulations they shall have the meaning defined in the I.R.B. Regulations.

## **2. REGULATIONS GOVERNING MATCHES AGAINST TEAMS FROM OTHER UNIONS**

See I.R.B. Regulations 16.

- 2.1 The written consent of the I.R.F.U. must be obtained for the arrangements by Club, School, Branch or Rugby Body affiliated to or recognised by the I.R.F.U. for a visit to any country outside Ireland or for matches in Ireland against a visiting team from such a country.
- 2.2 In the case of a Club or School, a written application for consent in respect of any such match shall be made to the Branch to which the Club or School is affiliated and subject to approval by such Branch, the Branch shall forward the application to the I.R.F.U. for approval.
- 2.3 In the case of an application by a Branch or Rugby Body, such written application for approval shall be made by it to the I.R.F.U.
- 2.4 Applications for approval must be made not later than one month before the departure date for the match outside Ireland or the date of the match in Ireland.
- 2.5 An application for approval for a match or series of matches outside Ireland must
  - 2.5.1 Be accompanied by full information as to the matches to be played, the number of players and management to travel in the party and the proposed financial arrangements.
  - 2.5.2 Indicate that the approval of the Union of the overseas team has been sought or has been given.
- 2.6 Written consents must have been exchanged between the two Unions before the party leaves Ireland or in the case of a visiting team, before that team plays a match in Ireland.

## **3. REGULATIONS GOVERNING SCRATCH TEAMS.**

- 3.1 For the purpose of these regulations a Scratch Team is one which is neither
  - 3.1.1 a Club team  
nor
  - 3.1.2 a National Representative Team or the team of a Rugby Body.
- 3.2 No Scratch Team shall be permitted to play in a match unless approval has first been obtained from the Branch in whose Province the match is due to take place.
- 3.3 The approval of the said Branch should be given only for special events.  
The Committee of the Union shall be informed by the Branch of matches for which approval is given.
- 3.4 Where the Scratch Team includes players who are members of Clubs affiliated to another Branch, approval for their participation must be obtained from the other Branch.

- 3.5 Where the Scratch Team includes players from another Union, the Branch shall obtain the approval of the I.R.F.U.
- 3.6 Consent of the Unions concerned and of the I.R.B. is required for a match, series of matches, tour or tournament in another Union by a Scratch Team.

#### **4. REGULATIONS RELATING TO MOVEMENT OF INDIVIDUALS BETWEEN UNIONS**

See I.R.B. Regulation 4.

- 4.1 A player leaving or proposing to leave Ireland to play in another Union must receive a Clearance both from the I.R.F.U. and the other Union. To obtain this he must complete an I.R.B. Clearance form and send it to the I.R.F.U. for approval. The I.R.F.U. shall be entitled to refuse consent if the player concerned has not fulfilled any of his obligations under the terms of his contract with the I.R.F.U., Rugby Body or Club. The I.R.F.U. will retain the original form and send a copy to the individual and the other Union.
- 4.2 If a player from another Union wishes to play in Ireland he must obtain a clearance from his own Union and the I.R.F.U. The player must complete an I.R.B. clearance form and return it to his own Union. Copies of the Clearance will be sent to the player and the I.R.F.U. by the other Union. The Club which the player proposes to join in Ireland must obtain from the I.R.F.U. its approval before such player plays at any level in Ireland.
- 4.3 If a player, coach or referee is invited to play or officiate in a match or participate on a course in another Union he must first obtain the consent of the I.R.F.U.
- 4.4 If a player, coach or referee of another Union is invited by a Club or Branch to play, coach or referee in Ireland, the host Club or Branch must obtain the consent of the I.R.F.U. The individual must obtain the consent of his own Union before accepting the invitation.
- 4.5 **Eligibility to Play in Competitions**  
All players in competitions in Ireland must comply with the regulations for such competitions. The fact that the necessary approval to play in Ireland has been obtained by the player does not, of itself, make the player eligible to play in a particular competition.
- 4.6 **Clearance Procedures**  
An Irish player, coach or referee seeking permission to play or officiate in another Union may obtain the appropriate Clearance forms from the I.R.F.U. A player, coach or referee from another union seeking to play or officiate in Ireland should obtain the appropriate Clearance forms from his own Union.

#### **5 DISCIPLINARY COMMITTEES**

The disciplinary committees of the Union are the Disciplinary Committee and the Committee of Appeal

## 5.1. **Disciplinary Committee**

This is a Sub Committee of the Committee of the Union to hear disciplinary cases relating to sendings off, citings, misconduct or conduct detrimental to the best interests of the Union or the Game or any other matter referred to it from time to time by the Committee and including:

### 5.1.1 Matters arising from:-

- (i) Matches in the All Ireland League and Cup;
- (ii) Matches involving Branch Representative Teams (but excluding Schools and Youth teams);
- (iii) All other matches under the jurisdiction of the Union not being matches under the jurisdiction of a Branch;

5.1.2 Matters referred by the Chief Executive on the recommendation of the Disciplinary Officer of the Union;

5.1.3 Matters relating to Regulations 6 and 9.

## 5.2 **Committee of Appeal**

This is a Sub Committee of the Committee of the Union to hear appeals from the Disciplinary Committee and the League Sub Committee provided for in Regulation 9 (“the League Sub Committee”)

## 5.3 **Composition of the Disciplinary Committees**

### 5.3.1 The Committee of the Union shall appoint:-

- (i) The Chairman of the Disciplinary Committee and the Chairman of the Committee of Appeal both of whom shall be members of the Committee;
- (ii) A panel (“the Panel”) of persons, preferably with experience in disciplinary matters or with a legal or rugby background, who need not be members of the Committee of the Union to be members of the Disciplinary Committees.

5.3.2 The Chairman of the Disciplinary Committee shall select the members of each hearing committee (“the hearing committee”) including the chairman thereof from the Panel.

5.3.3 The Chairman of the Committee of Appeal shall select the members of each hearing committee including the chairman thereof from the Panel.

5.3.4 The chairman of a hearing committee shall, where possible, be a member of the Committee of the Union. The members of a hearing committee need not be members of the Committee of the Union.

5.3.5 The hearing committee shall not include any person who is a member of a club with any direct interest in the issue under consideration.

5.3.6 The quorum for any hearing committee shall consist of a chairman and two other members of the Panel.

- 5.3.7 If a member of any hearing committee (other than the chairman) is unable or unwilling, for any reason, to act, then the Chairman of the Disciplinary Committee or the Committee of Appeal may, in his absolute discretion, either;
- (i) Appoint another member of the Panel as a replacement; or
  - (ii) Appoint a new hearing committee.

#### 5.4 **Branch Disciplinary Committees**

Each Branch shall set up a Disciplinary Committee and a Committee of Appeal which shall have power to act in the name of the Branch in dealing with disciplinary cases, sendings off, citings, misconduct or conduct detrimental to the best interests of the Union or the Game, whether on or off the playing enclosure, arising from matches under the jurisdiction of, or approved by, the Branch or to be dealt with by the Branch pursuant to Regulation 5.9

#### 5.5 **Disciplinary Officer**

5.5.1 The Committee of the Union shall appoint a Disciplinary Officer who shall be an employee of the Union.

5.5.2 The functions of the Disciplinary Officer shall be:

- (i) To receive disciplinary reports, complaints and appeals on behalf of the Union, to convene the appropriate hearing committee to deal with the case and to communicate its decision to the relevant parties;
- (ii) To act as Rugby Administration Manager of the Union to include the administration of the All Ireland League and Cup;
- (iii) To investigate cases of alleged misconduct or any conduct alleged to be detrimental to the best interests of the Union or of the Game, whether on or off the field of play, and whether or not the incident has been dealt with by the match officials, and to recommend to the Chief Executive, in appropriate cases, that the matter be referred to the Disciplinary Committee;
- (iv) To advise the Chief Executive of the names of persons for appointment as Match Commissioners, or Citing Commissioners, or to act on the Panel for the hearing committees.

#### 5.6. **Committee Procedures**

In these Regulations the expression, the “hearing committee”, shall include the Disciplinary Committee and Committee of Appeal set up by a Branch and the Disciplinary Committee and the Committee of Appeal set up by the Union.

5.6.1

- (i) The chairman of the hearing committee shall confirm to the parties involved the date, time and place at which the hearing will take place;
- (ii) Any objection to the composition of a hearing committee shall be made not later than 48 hours before the date of the hearing, failing which any objection shall be deemed to have been waived, provided only that if the composition of the hearing committee has not been notified to the parties or it has been changed, so that it is not practicable to object 48 hours before the hearing, the objection may be made at the commencement of the hearing;

- (iii) The chairman of a hearing committee shall be entitled to determine any pre-hearing procedural or evidential issues or disputes without recourse to the other members of the hearing committee;
- (iv) Subject to the requirements of natural justice the procedures to be adopted at the hearing shall entirely be at the discretion of the hearing committee;
- (v) A hearing committee may require any person to attend the hearing as a witness and shall be entitled to call experts to provide specialist advice, including legal advice;
- (vi) The chairman of a hearing committee shall be entitled to postpone or adjourn a hearing at his own discretion;
- (vii) All proceedings before a hearing committee shall be held in private unless otherwise ordered by the hearing committee;
- (viii) A decision of a hearing committee shall be valid if taken by a majority of the members of that committee. No member of a hearing committee may abstain from any decision. Where a hearing committee has an even number of members and the members of such committee are unable to come to a unanimous or majority decision, then the chairman shall have a casting vote;
- (ix) In any case where a hearing committee is required to consider:-
  - (a) An incident of alleged foul play it may decide to impose a penalty or take such action as it deems appropriate in all the circumstances;
  - (b) A referee's decision to send off a player, the hearing committee may review the referee's reasons for the decision and the circumstances surrounding it. In any such case the hearing committee shall not make a finding contrary to the referee's decision unless it is satisfied, on the balance of probabilities, that on the evidence adduced by or on behalf of the player, the referee's reasons for his decision were wrong;
  - (c) an incident of alleged foul play which has not been the subject of a determination on the field of play by a referee it shall not impose any penalty unless it is satisfied, on the balance of probabilities, that the allegation is proved.
- (x) At any hearing the absence of any party or witness shall not, of itself, prevent the hearing committee from hearing and determining the matter.
- (xi) Where a hearing committee requests a Branch, Club, player or person to provide information in relation to any matter, a reasonable time limit may be permitted and notified for the provision of such information and in the event that such time limit is not complied with, the hearing committee may deal with the matter in the absence of such information.

## 5.7 Enforcement Powers

- 5.7.1 Where there is a breach or non-observance of any regulation, law or code of conduct, misconduct, or any other disciplinary matter, or a failure to fulfil a fixture, or non-compliance with any regulation, requirement or decision of a committee or in any case considered to be detrimental to the best interests of the Game or the Union the hearing committee shall be entitled in its absolute discretion to impose any one or more of the following sanctions or penalties on the offending Branch, Club, player or person, as the case may be:-

- (i) A caution, a warning as to future conduct, or a reprimand;
- (ii) A fine;
- (iii) The requirement to replay a match at such time and at such venue as is thought fit;
- (iv) The forfeiture of, and/or the granting to an other club or clubs, of the competition points for a match;
- (v) The deduction of competition points;
- (vi) The suspension or expulsion of the Branch, Club, player or person for such period as may be deemed appropriate;
- (vii) Such other penalty or sanction as may be deemed appropriate;
- (viii) Make a payment of costs.

## 5.8 **Disciplinary Procedures.**

### 5.8.1 **Sendings Off**

The referee, unless exceptional circumstances make it impossible, shall, within twenty four hours of the end of the match in which he sent the player off the field of play, send to the Secretary of the Branch and the Secretary of the Association or Society of Referees, or in the case of All Ireland League and Cup matches the Disciplinary Officer of the Union, a written report incorporating:

- (i) The name of the player and his club;
- (ii) The circumstances in which the player was sent off the field of play;
- (iii) The reason or reasons for the sending off;
- (iv) Any other circumstances he considers material.

### 5.8.2 **Citings**

#### 5.8.2.1 **Citings involving Citing Commissioners**

Where the Union appoints an independent Citing Commissioner to act on its behalf for matches under its jurisdiction the I.R.B. Regulation 17 shall apply to any such appointment.

#### 5.8.2.2 **Citings not involving Citing Commissioners**

- (i) Where a player commits an act of foul play which would warrant the player concerned being sent off, which has not been detected by the match officials, then in such circumstances, either the Union, clubs, or organisations participating in the match have the discretion to cite that player in writing to the Union or the Branch having jurisdiction over the match.
- (ii) A citing can be made by any of the participating organisations (i.e. Union, Branch, Club, Referees' Association or Society) through its Disciplinary Officer or its Secretary.
- (iii) A citing must be made in writing within seventy two hours of the end of the day of the alleged incident to the Secretary of the player's Branch or the Disciplinary Officer of the Union giving the following information:
  - (a) The date and place of the alleged incident;
  - (b) The name of the Club and the team of the alleged offender;
  - (c) The name of the opposing team; and
  - (d) Full details of the alleged incident.
- (iv) The player, his club, the referee and where applicable the touch judges, shall be sent copies of the citing complaint.

- (v) The citing Club or participating organisation shall be required to send a representative to the hearing. Failure to do so shall result in the complaint being summarily dismissed.
- (vi) A cited player, other than a player cited by a Citing Commissioner, may continue playing the game until suspended by a hearing committee

### 5.8.3 Procedures in sendings off and citings.

#### 5.8.3.1

- (i) All disciplinary matters referred to in Regulation 5.4. above, shall be dealt with by the Branch ;
- (ii) All other cases shall be dealt with by the Disciplinary Committee of the Union.

#### 5.8.3.2

- (i) The referee or other match official as appropriate, shall be invited, and shall be expected to attend the hearing committee at which the allegation against a player will be dealt with for the purpose of assisting the hearing committee in reaching its decision.
- (ii) The referee or other match official shall be entitled to be represented by a person of his own choice at the hearing committee.
- (iii) The absence of the referee or other match official shall not prevent the hearing committee dealing with the case nor shall such absence, if any, invalidate the decision of the hearing committee.

5.8.3.3. The player sent off or cited shall be informed by the Branch or the Union, as appropriate, through his own club as soon as possible of:

- (i) The reason for his sending off, including a copy of the match official's report, or if the player is cited, a copy of the citation;
- (ii) The date, place and time of the hearing and where practicable the members of the hearing committee;
- (iii) The date and place of the alleged incident and the names of the teams involved;
- (iv) A requirement that he appear in person before the hearing committee and that if he be unable to do so that he shall contact the chairman of the hearing committee immediately.

#### 5.8.3.4.

- (i) Only in exceptional circumstances should a hearing be dealt with in the absence of the player;
- (ii) When necessary, the hearing committee should accommodate a reasonable request by the player that the hearing be postponed or adjourned;
- (iii) The player shall be entitled to be accompanied by up to two persons one of whom may be a legal representative at the hearing.



5.8.3.5. A player who has been sent off shall not play the game pending determination of his case.

## **5.9 Committee Decisions**

5.9.1. The hearing committee in making its decision in the case of illegal or foul play shall have regard to the IR.B. Sanctions and Procedures contained in Appendix I below.

5.9.1.1 If the hearing committee finds on the facts established Before it that the offence referred to in the referee's report or in the citation has not been proved but that a lesser offence has been committed by the player, it may decide to sanction the player for such lesser offence.

5.9.1.3 In the case of misconduct the hearing committee shall have the power to impose any one or more of the following sanctions which sanction may, where appropriate, be suspended:-

- (i) A caution, a warning as to future conduct, or a reprimand;
- (ii) A fine;
- (iii). The requirement to replay a match at such time and at such venue as is thought fit;
- (iv) The forfeiture of, and/or the granting to an other club or clubs, of the competition points for a match;
- (v) The deduction of competition points;
- (vi) The suspension or expulsion of the Branch, Club, player or person for such period as may be deemed appropriate;
- (vii) Such other penalty or sanction as may be deemed appropriate;
- (viii) Make a payment of costs.

5.9.2 The Disciplinary Officer and the parties shall be notified in writing as soon as practicable after a decision of the hearing committee has been made.

5.9.3 In cases where the Branch deals with disciplinary matters under Regulation 5.4 above, in the event of the player being from a visiting club affiliated to another Branch of the Union, the referee's report or citation shall be sent by the Secretary of the Branch under whose jurisdiction the game was played to the Secretary of that other Branch which shall deal with the hearing.

5.9.4 In the event of the player being from a visiting club affiliated to another Union, the referee's or match official's report or citation shall be sent by the Secretary of the Branch under whose jurisdiction the game was played to the Chief Executive of the Union who shall forward it to that other Union to deal with the hearing.

## **5.10 Appeals**

### **5.10.1 Right of Appeal**

#### **5.10.1.1**

- (i) An appeal may be brought to the Committee of Appeal by a Branch, club or player from a decision of the Disciplinary Committee or the League Sub Committee.
- (ii) An appeal may be brought to the Branch Committee of Appeal by a club or player from a decision of its Disciplinary Committee.

5.10.1.2 The filing of a notice of appeal against a decision of a hearing committee shall not act as a stay on or deferral of any penalty or sanction imposed by the hearing committee.

5.10.1.3 In all cases the decision of the Committee of Appeal shall be final and binding on all parties and shall neither be appealed nor reviewed in a court of law.

## 5.10.2 **Notice of Appeal**

5.10.2.1 For an appeal to be valid, the party making the appeal (the “appellant”) shall comply with the following conditions:

(i) File a notice of appeal (the “notice of appeal”) and comply in all respects with regulation 5.10.2.1(ii) below, with the Disciplinary Officer of the Union or the Branch as is appropriate not more than fourteen days after the date of the decision being appealed against. The notice of appeal shall be deemed to have been filed when it is received by the Disciplinary Officer of the Union or the Branch as the case may be;

(ii) Sign the notice of appeal and set out thereon:-

(a) The date of the decision appealed against;

(b) The specific aspect(s) and parts of the decision being challenged, and

(c) The specific grounds of challenge. No further grounds of challenge may be advanced without the express prior consent of the Committee of Appeal.

(iii) When an appeal is made on behalf of a player by a club it shall only be done with the prior written consent of the player.

(iv) The notice of appeal must be accompanied by a sum of €500.

5.10.2.2. The appellant must serve a copy of the notice of appeal on all the other parties to the original proceedings all of whom shall be deemed to be parties to the appeal.

5.10.2.3. Where the conditions above are not fully complied with the appeal shall be deemed to be invalid and shall be dismissed by the chairman of the Committee of Appeal unless the appellant demonstrates sufficient cause and establishes exceptional circumstances to the chairman to exercise his absolute discretion to permit the appeal to proceed. If the appeal is dismissed pursuant to this regulation the original decision appealed against shall be deemed to be final and binding.

## 5.11 **Appointment of the Committee of Appeal**

5.11.1 When a notice of appeal is filed, the Chairman of the Committee of Appeal shall appoint three members from the Panel to sit as the hearing committee to hear the appeal.

5.11.2 None of the members of the Panel who sat on the Hearing Committee that made the decision being appealed may sit on the hearing committee.

## 5.12 Decisions of Committee of Appeal

5.12.1 The Committee of Appeal may:-

- (i) Affirm the decision appealed against;
- (ii) Set aside, in whole or in part, the decision appealed against;
- (iii) Substitute its own decision for the decision appealed against;
- (iv) Revoke or modify any direction or order as to costs;
- (v) Order that the whole or part of the € 500 paid by the appellant with the Notice of Appeal be refunded;
- (vi) Take any other step that it considers necessary to determine the appeal.
- (vii) Order a payment of costs.

5.12.2 The Committee of Appeal shall advise the parties of its decision which shall take effect immediately. The Committee shall confirm its decision in writing as soon as practicable after the hearing.

## 5.13 General

### 5.13.1 Public Announcements

The Disciplinary Officer may publish the decisions of the hearing committee as soon as is practicable after the decision has been communicated to the parties. The public announcement of the decision may be by release of the decision itself, or by way of a summary that includes details of the illegal or foul play or misconduct and of the sanctions imposed, if any.

5.13.2 Until such time as a decision is published all parties shall treat the proceedings and the decision itself as confidential.

### 5.14 Multiple Incidents

Two or more persons or parties may be dealt with at the same hearing committee where the issues and matters to be decided arise out of the same match, incident or facts.

## 5.15 Conduct and Responsibility

5.15.1 Clubs participating in matches are responsible and accountable for the conduct of their players, officials and members.

5.15.2 Clubs, players, officials and members must ensure:

- (i) That matches are played in accordance with disciplined and sporting behaviour;
- (ii) And that none of a club's players, officials nor members engage in any act or acts of misconduct;

5.15.3 For the avoidance of doubt a Club or player may be sanctioned for misconduct even if a referee has already penalised one or more players for his or their conduct during a match.

**5.16 Technical and Procedural Breaches**

No proceedings, decisions, or orders made pursuant to these regulations shall be deemed invalid by reason only of any procedural or drafting omission or irregularity.

**5.16.1 Extension of Time**

Where under these regulations any time is permitted or prescribed the hearing committee shall have discretionary power, on good cause shown, to extend, abridge or vary the prescribed time.

**5.16.2 Communications**

All communications regarding any hearing shall be sent to the Disciplinary Officer or the Branch as the case may be.

**5.16.3 Applicable Law**

These Regulations shall be governed by and construed in accordance with the Laws of the Republic of Ireland.

**REGULATION 5**

**APPENDIX 1**

**SANCTIONS AND PROCEDURES**

1. When imposing sanctions, the hearing committee dealing with and Sending Off and/or citing shall apply the I.R.B. recommended penalties for Illegal and/or Foul Play set out hereunder.
2. The hearing committee shall undertake an assessment of the seriousness of the Player's conduct, which constitutes the offending and categorise the offence as being at the lower end, mid range or top end of the scale of seriousness in order to identify the appropriate entry point for consideration of a particular incident(s) where such incident(s) is expressly covered in Appendix 1. Such assessment of the seriousness of the Player's conduct shall be determined by reference to the following features of offending:
  - (a) The offending was intentional, that is, committed intentionally or deliberately;
  - (b) The offending was reckless, that is the Player knew (or should have known) there was a risk of committing an act of Illegal and/or Foul Play.
  - (c) The gravity of the Player's actions in relation to the offence:
    - (i) Nature of actions, manner in which offence committed including part of body used i.e. fist, elbow, knee or boot;
    - (ii) The existence of provocation and whether the Player acted in retaliation and or self-defence;
  - (d) The effect of the offending Player's actions on the victim (i.e. extent of injury, removal of Player from game);
  - (e) The effect of offending Player's actions on the game;
  - (f) The vulnerability of victim Player including part of victim's body involved/affected, position of Player, ability to defend himself;

- (g) The level of participation in the offending and level of premeditation;
- (h) Whether the conduct of the offending Player was completed or amounted to an attempt;
  - (i) Any other feature relevant to the offending.

Based on the assessment of the offence(s) under consideration against the above features of offending, the hearing committee shall categorise the offence(s) as being at the lower end, mid range or top end of the scale of seriousness of offending and identify the applicable entry point where set out hereunder.

For offences categorised at the top end of the scale of seriousness of offending, the hearing committee is entitled to identify an entry point between the period shown as the top end hereunder and the maximum sanction. (The plus sign against each top end period of suspension denotes this entitlement to flexibility.)

3. Having identified the applicable entry point for consideration of a particular incident, the hearing committee shall identify all relevant aggravating factors and determine what additional period of suspension, if any, above the applicable entry point for the offence should apply to the case in question. Aggravating factors include the following:
  - (a) An absence or lack of remorse and/or contrition on the part of the offending Player;
  - (b) The Player's status as a persistent offender of the laws of the game<sup>1</sup>;
  - (c) The need for a deterrent to combat a pattern of offending;
  - (d) Any other off field aggravating factor that the hearing committee considers relevant and appropriate.

<sup>1</sup> *The Player's disciplinary record in all competitions and (as appropriate) in other sports during his playing career from the age of 18 shall be considered by the hearing committee. In any case in which the hearing committee establishes that the player has previously been found by a hearing committee to have committed an act of Illegal and / or Foul Play and / or Misconduct, then the hearing committee in imposing any sanction on the player may in fixing that sanction take account of such offending as an aggravating factor.*

4. (a) Thereafter, the hearing committee shall identify all relevant mitigating factors and determine if there are grounds for reducing the period of suspension, if any. Mitigating factors include the following:
  - (i) The presence and timing of an acknowledgement of culpability/guilt by the offending Player;
  - (ii) A good record and/or good character;
  - (iii) The age and experience of the Player;
  - (iv) The Player's conduct prior to and at the hearing;
  - (v) Remorse for the Player's actions and the victim Player;
  - (vi) Any other off field mitigating factor that the hearing committee consider relevant and appropriate.

- (b) In cases involving offending that has been classified as lower end offending, where there are compelling on-field and/or off-field mitigating features and a complete absence of on-field and/or off-field aggravating features, hearing committees may apply sanctions less than the lower end sanctions specified hereunder and, in this respect only, the lower end sanctions set out hereunder are not minimum sanctions.
  - (c) In cases of multiple offending, hearing committees may impose sanctions to run either on a concurrent or on a consecutive basis provided that the total sanction is in all the circumstances proportionate to the level of the overall offending
5. The hearing committee shall in its written decision set out the reasoning for its findings, including the finding on culpability, how it has categorised the seriousness of the offence by reference to the standard features of offending set out in this Appendix how it applied aggravating and mitigating factors and conclude with the sanction, if any, imposed.
  6. Whenever any period of suspension is imposed by the hearing committee the commencement of such suspensions may be deferred at the discretion of the hearing committee which imposed it based on this Appendix. Any suspension must be imposed until a stated date which should be fixed after taking into consideration all playing consequences of such suspension.
  7. For cases involving Illegal and/or Foul Play, the hearing committee may not suspend the effect of any sanction to be imposed.

## IRB RECOMMENDED SANCTIONS

### IRB Recommended Sanctions For Offences Within The Playing Enclosure (Regulation 17)

Law No.	Description	Entry Point Based on Scale of Seriousness of the Player's conduct, which constitutes the offending – Lower End (LE), Mid Range (MR), Top End (TE).	Maximum Sanction
10.4(s) 10.4(m)	Verbal Abuse of Match Officials	LE – 6 weeks MR – 12 weeks TE 18+ weeks	52 weeks
10.4(s) 10.4(m)	Physical Abuse of Match Officials	LE – 24 weeks MR – 48 weeks TE 96+ weeks	Life
10.4(s) 10.4(m)	Threatening Actions or Words at Match Officials	LE – 12 weeks MR – 24 weeks TE 48+ weeks	260 weeks
10.4(a)	Striking another Player with a hand, arm or fist	LE – 2 weeks MR – 5 weeks TE 8+ weeks	52 weeks
10.4(a)	Striking another Player with the elbow	LE – 2 weeks MR – 5 weeks TE 9+ weeks	52 weeks
10.4(a)	Striking with knee	LE – 3 weeks MR – 8 weeks TE 12+ weeks	52 weeks
10.4(a)	Striking with head	LE – 4 weeks MR – 8 weeks TE 12+ weeks	104 weeks
10.4(b)	Stamping on an Opponent	LE – 2 weeks MR – 5 weeks TE 9+ weeks	52 weeks
10.4(b)	Trampling on an Opponent	LE – 2 weeks MR – 5 weeks TE 9+ weeks	52 weeks
10.4(c)	Kicking an Opponent	LE – 4 weeks MR – 8 weeks TE 12+ weeks	52 weeks
10.4(d)	Tripping an Opponent with the foot/leg	LE – 2 weeks MR – 4 weeks TE 7+ weeks	52 weeks
10.4(e)	Dangerous tackling of an Opponent including early or late and including the action known as the “stiff arm tackle”	LE – 2 weeks MR – 6 weeks TE 10+ weeks	52 weeks
10.4(e)	Dangerous tackling of an Opponent including a tackle or attempted tackle above the line of the shoulders even if the tackle starts below the line of the shoulders	LE – 2 weeks MR – 6 weeks TE – 10+ weeks	52 weeks

10.4(f)	Holding, pushing or obstructing an Opponent not holding the ball, by a Player who is not in possession of the ball, except in a scrum, ruck or maul	LE – 2 weeks MR – 4 weeks TE 6+ weeks	52 weeks
10.4(f) 10.4(k)	Dangerous charging or obstructing or grabbing of Opponent without the ball, including shouldering	LE – 3 weeks MR – 5 weeks TE 9+ weeks	52 weeks
10.4(g)	Dangerous charging or knocking down an Opponent with the ball, including shouldering	LE – 2 weeks MR – 5 weeks TE 9+ weeks	52 weeks
10.4(h)	A player must not charge into a ruck or maul. Charging includes any contact made without use of the arms, or without grasping a player	LE – 3 weeks MR – 5 weeks TE – 9+ weeks	52 weeks
10.4(i)	Tackling, tapping, pushing or pulling an Opponent jumping for the ball in a lineout or in open play	LE – 3 weeks MR – 6 weeks TE – 10+ weeks	52 weeks
10.4(j)	Lifting a Player from the ground and either dropping or driving that Player's head and/or upper body into the ground whilst the Player's feet are off the ground	LE – 3 weeks MR – 6 weeks TE – 10+ weeks	52 weeks
10.4(k)	Causing a scrum, ruck or maul to collapse	LE – 2 weeks MR – 4 weeks TE 8+ weeks	52 weeks
10.4(m)	Testicle grabbing or twisting or squeezing	LE – 12 weeks MR – 18 weeks TE 24+ weeks	208 weeks
10.4(m)	Biting	LE – 12 weeks MR – 18 weeks TE 24+ weeks	208 weeks
10.4(m)	Contact with Eyes or the Eye Area	LE – 12 weeks MR – 18 weeks TE 24+ weeks	156 weeks
10.4(m)	Spitting at Players	LE – 4 weeks MR – 7 weeks TE 11+ weeks	52 weeks
10.4(m)	Verbal abuse of Players based on Religion, Race, Colour, or National or Ethnic Origin or otherwise	LE – 4 weeks MR – 8 weeks TE 13+ weeks	52 weeks
10.4(m)	Any other acts (not previously referred to) which are contrary to good sportsmanship	LE – 4 weeks MR – 7 weeks TE – 11+ weeks	52 weeks

In respect of offences not referred to above, appropriate sanctions may be imposed at the discretion of the relevant Judicial Officer, Disciplinary Committee, Appeal Officer and/or Appeal Committee (as the case may be).

Notwithstanding the recommended sanctions in Appendix 1 and/or the provisions of Regulation 17.14 in cases where the player's actions constitute mid range or top end of offending for any type of offence which had the potential to result and, in fact, did result in serious/gross consequences to the health of the victim, the Judicial Officers and/or Disciplinary Committees may impose any period of suspension including a suspension for life.



In respect of offences not referred to above, appropriate sanctions may be imposed at the discretion of the relevant hearing committee.

Notwithstanding the above, in cases where the player's actions constitute serious Illegal and/or Foul Play for any type of offence which has the potential to result and, in fact, did result in serious/gross consequences to the health of the victim, the hearing committee may impose any period of suspension including a suspension for life.

**REGULATION 5**  
**APPENDIX 2.**

**GUIDELINES FOR HEARING COMMITTEES.**

**A. DISCIPLINARY COMMITTEE**

- A. 1. The procedure in Disciplinary cases may include the following (which normally may be dealt with in the sequence set out below):-
- (a) At the commencement of the meeting the chairman should explain the procedures to be followed and introduce each member of the hearing committee to the player and his representatives;
  - (b) Confirm the player's name and identification, that he was the player sent off or cited and that he has received a copy of the Match Official's Report and /or Citation as appropriate;
  - (c) A player should be offered the opportunity to acknowledge his culpability or otherwise in relation to the offence;
  - (d) At all meetings of the hearing committee, the committee, the referee, the match official (if appropriate), and the Player, shall be entitled to call such witnesses and put forward such evidence including Video evidence as may be relevant provided always that no witness may remain at the hearing without the express approval of the hearing committee;
  - (e) The hearing committee shall have absolute discretion as to whether or not to receive and view video evidence and in deciding whether any evidence put forward is relevant;
  - (f) Receive the comments of the player and his representatives, (if any);
  - (g) In the event of the evidence given by the player disputing or conflicting with the report of the referee or any other witness, the player or his representatives shall be entitled to question the referee or any other witness;
  - (h) Consideration of the evidence by the hearing committee after all the other parties have left the meeting;
  - (i) Making and promulgation of the hearing committee's decision.
- A. 2. (a) The chairman of the hearing committee should hand or send to the player, as soon as practicable, a notice in writing informing him of the decision reached which notice should, include an advice to the player of his right of appeal to the committee of appeal within fourteen days of receipt of the written decision. The chairman should also verbally advise the player of that right. The Secretary of the Branch or the Disciplinary Officer of the Union as appropriate should notify the player's club in writing of the decision and of the right to appeal.
- (b) In the event of the hearing having been dealt with in the absence of the player, the secretary of the Branch or the Disciplinary Officer of the Union, as appropriate, shall notify the player of the decision of the hearing committee immediately thereafter by sending the notice of (i) the decision to him and (ii) his right of appeal. The secretary of the player's club shall also be notified of the decision.
- A. 3. The hearing committee should meet as soon as possible and preferably within six days of a player's dismissal taking place.

## **B. COMMITTEE OF APPEAL**

- B.1 The Committee of Appeal has all the powers, procedural and otherwise, entitlements, obligations and discretions contained in the Union's Regulations.
- B.2 The following additional procedural guidelines shall apply to the conduct of appeals:-
- (a) Prior to the hearing, the chairman of the hearing committee may require any party to the proceeding to identify its submissions and contentions in the appeal and/or to respond to the other parties' submissions and contentions. In addition, where practicable, written submissions and evidence shall be provided to the hearing committee and exchanged by the parties prior to the hearing;
  - (b) Where the appellant appeals against a sanction and or an order for costs only, the appellant may request that the hearing committee review the sanction without the need for the appellant to appear personally at the hearing. If the chairman of the hearing committee decides that the appellant need not appear personally at the hearing, then the appellant and any other party to proceedings shall be entitled to make representations in writing to the hearing committee;
  - (c) The hearing committee shall be entitled to conduct and regulate the appeal proceedings as it sees fit in the circumstances of the case. The said committee shall determine the procedure and basis on which an appeal will proceed. In relation to any issues of fact, it may refer to the record of proceedings before the hearing committee that made the decision being challenged on appeal and may, in its discretion, rehear the whole or any part of the evidence given in the said proceedings. Save where the Committee of Appeal decides to hear the entire case *de novo*, the appellant shall have the burden of proving that the decision being challenged was in error and should be overturned or varied;
  - (d) The Committee of Appeal shall have discretion to receive additional new evidence not given to the hearing committee whose decision is being appealed against, provided that the party offering the evidence shows that it was not, on reasonable enquiry, available at the time of the earlier proceedings and hearing;
  - (e) Save where otherwise directed by the hearing committee, all parties that were present at the hearing committee whose decision is being appealed against should attend the hearing before the Committee of Appeal, with all of their respective witnesses and other evidence. For the avoidance of doubt, however, the absence of a party at any hearing before the Committee of Appeal shall not, in itself, prevent that committee from proceeding to a decision in the matter. The committee of Appeal shall have absolute discretion whether to receive written submissions by or on behalf of such absentee(s);
  - (f) At the hearing the following guidelines should apply:-
    - (i) The chairman of the committee shall introduce the members of the committee to the parties. He shall then read out the notice of appeal, prior to explaining the procedure to be followed;
    - (ii) The appellant shall be invited to make submissions and (where appropriate) call witnesses;
    - (iii) The other party or parties to the appeal shall be invited to make submissions and (where appropriate) call witnesses;

- (iv) The parties shall each make brief concluding submissions;
- (v) The committee shall retire to deliberate in private.
- (g) In any case where a witness required by the Committee of Appeal refuses or fails to attend before the Committee, the Committee may, in its absolute discretion, refuse to allow the evidence of that witness to be given in any other form.

## **C. GENERAL**

- C.1 Each case must be treated on its merits and any sanction imposed must be seen to be fair and equitable and in accordance with the circumstances of the individual case.
- C.2 The players' disciplinary record during his playing career from the age of 18 should be reflected in the sanction imposed.
- C.3 The player may not play the game anywhere during the period of a suspension.
- C.4 Any suspension must be imposed until a stated date which should be fixed after taking into consideration all consequences of such suspension.
- C.5 If a player's suspension has not terminated by the end of the playing season he will be required to complete the suspension at the beginning of the next season unless he has been selected for a close season tour or he intends to play during the close season in another Union. In these cases the period of the tour or the playing season in the visited Union must be included in determining when his suspension ends.

## **6. REGULATIONS RELATING TO THE REGISTRATION, ELIGIBILITY, MOVEMENT AND PAYMENT OF CLUB PLAYERS.**

### **6.1 Definitions.**

Save where as set out in the Definitions of the Laws of the Union the following definitions shall apply,

“Committee of Appeal” means the Appeals Committee of the Union as defined in Regulation 5.

“Competitive Match” means any match in any competition, league or cup under the jurisdiction of the Union or a Branch.

“Contracted Player” means a Player under Contract to the Union at National, Provincial or Academy Level.

“Disciplinary Committee” means the committee as defined in Regulation 5

“Material Benefit” means money, consideration, gifts or other benefits whatsoever promised or given to a Player, his spouse or his immediate family, directly or indirectly or any third party in a fiduciary capacity on behalf of such Player, in cash or otherwise, from a Club or any third party for having participated in or undertaken to participate in any game of Rugby Football, but does not include:-

- (i) Reimbursement of vouched expenses incurred for reasonable travel and subsistence incurred solely and directly in relation to official Club training; or

- (ii) Reimbursement of vouched expenses incurred for reasonable travel, accommodation, subsistence or other expense incurred solely and directly in relation to the playing of matches; or
- (iii) Any Material Benefit agreed between a Player and the Union

“Retention Money” means any Material Benefit paid in consideration of a Player continuing to participate or undertaking to participate in any game of Rugby Football for a Club or continuing to be a registered member of a Club.

“Rugby Administration Manager” means the person appointed by the Union to assist in the administration and management of the playing of rugby.

“Season” means the rugby season defined and determined by the Union.

“Signing on Money” means any Material Benefit paid in consideration of a Player undertaking to participate in any game of Rugby Football for the Club or becoming a registered member of a Club.

## 6.2 **Regulations.**

6.2.1 All Branches, Clubs and Players shall be deemed to have full knowledge of these regulations and shall be bound to comply with same.

6.2.2 Every Club shall be responsible for distributing, informing and explaining these regulations to its players in a timely manner and where a dispute arises the Club shall provide evidence that this responsibility has been fully discharged.

## 6.3 **Registration.**

6.3.1 Prior to the commencement of each season every club shall appoint a Registration Officer(s) and advise its Branch of the identity of that person.

6.3.2 All players playing the game shall be registered on the Union Player Registration Programme (the “Register”) in accordance with the following provisions.

6.3.2.1 By 1<sup>st</sup> September, 2010 all adult players shall be registered and be in possession of a Registration Number. Thereafter all new players shall be registered before playing the game.

6.3.2.2 By 1<sup>st</sup> October, 2010 all age grade players up to and including Under18 category shall be registered and be in possession of a Registration Card and Registration Number.

6.3.2.3 By 1<sup>st</sup> December, 2010 all schools players shall be registered and be in possession of a Registration Number.

6.3.3 Save in exceptional circumstances to be approved of in advance by the Branch Registration Officer and in the case of schools’ players, every registration record shall include the player’s name, home address, date of birth and registration number. All adult players shall sign their registration application form.

6.3.4 In the case of Schools’ Players the name of the player’s school shall appear on his registration record in place of his home address, unless the player has been previously registered by a club.

- 6.3.5. The application form for the registration of a player under 18 years of age shall be signed by the player's parent / guardian prior to being entered on the Register.
- 6.3.6 All clubs and schools shall retain all registration application forms in safe keeping.
- 6.3.7. A player who is attending school may be registered with both a club and a school.
- 6.3.8. An adult player may be a member of more than one club, but may only be registered at any one time as a player with one club.

#### 6.4 **Eligibility**

Save and except provided in Regulation 6.4.3 below:-

- 6.4.1 A Player shall not be eligible to play a Competitive Match for a Club unless he is registered with that Club and has been issued with a valid registration number.
- 6.4.2 No Player registered with a Club may play a Competitive Match with another Club in Ireland or elsewhere unless such Player has been registered with that Club in accordance with these regulations.
- 6.4.3 Exceptions to Regulation 6.4.1 and 6.4.2
  - 6.4.3.1 Dual status Players as defined in the regulations governing the All Ireland League and Cup.
  - 6.4.3.2 Players registered with one Club and playing for another club in an Under 20 competition or for a third level College or University as a student where prior written approval to play for such other Club has been obtained from the relevant Branch or the Union.
  - 6.4.3.3 Where consent of a Branch or the League Sub Committee, as applicable, has been obtained in accordance with Regulation 6.4.5 below.
- 6.4.4 Where a Player transfers from one Club (the former Club) to another (the new Club), such new Club may not register the Player nor may the Player play a Competitive Match for the new Club until the Union's Inter Club Transfer Form as set out in Appendix 4 has been completed by all parties, namely, the Player, the former Club, the new Club and the relevant Branch.
- 6.4.5 In special circumstances a Branch or the All Ireland League and Cup Sub Committee may, on written application of a Player with the written consent of his former Club and his new Club (and of the other Branch if the Player is registered with a Club in a different Branch), permit such Player to play a Competitive Match for a Club notwithstanding that he has already played a Competitive Match for his former Club in the same season.

Where the application is for consent to play a Competitive Match in the All Ireland League and Cup, the application shall be to the All Ireland League Sub Committee.
- 6.4.6 In addition to these eligibility regulations, the Union or a Branch shall be entitled to make any other eligibility regulations for Competitive Matches under their respective jurisdictions.
- 6.4.7 Registration of a Player with a Club does not of itself make such Player eligible to play a Competitive Match for such Club.

6.4.8 The regulations governing the All Ireland League and Cup relating to Player eligibility shall where applicable be complied with.

## **6.5 Movement of Players from one club to another**

6.5.1 A Player registered with a Club, who wishes to change Clubs shall give written notice to his Club (his former Club) and shall comply with the conditions set out below.

6.5.2 The notice referred to in 6.5.1 shall be in the form set out in Part 1 of the Transfer Form (Appendix 4) and shall be signed by the Player and delivered to the Secretary or Director of Rugby or coach of the Player's club, as required in 6.5.3 below and shall be signed by the person in the Club to whom it is delivered by way of receipt, dated and returned immediately to the Player. The former Club may retain a copy.

6.5.3 A Player must give notice of his intention to move Clubs, before 1<sup>st</sup> June, if his former Club is an All Ireland League Club or before 1<sup>st</sup> September if his former Club is a Non All Ireland League Club.

6.5.4 Where the former Club and the new Club agree to the change of Clubs by the Player then notice to the former Club by the dates in 6.5.3 is not required.

6.5.5 If the Player wishes to be registered with a new Club, he must complete Part 2 of the Transfer Form (Appendix 4) and have this form completed by the Secretary of the new Club, certifying that no Signing on Money has been paid or agreed to be paid directly or indirectly to the Player transferring to the new Club. This Form duly completed must then be delivered to the Branch of the Union to which the new Club is affiliated.

The Branch must then transmit the Transfer Form duly completed to the Union's Rugby Administration Manager if either Club involved in the transfer is an All Ireland League Club.

## **6.6 Payments to Players**

6.6.1 No Signing on Money or Retention Money shall be paid to a Player.

6.6.2 No match fees or win bonuses may be paid to a Player except within the following limits:

6.6.2.1 The maximum payable by a Club to a Player per season between match fees and win bonus shall not exceed €4,500.

6.6.2.2 For any one game the maximum payable by a Club to a Player shall not exceed €250 to be split in such manner as may be decided by the Club between match fee and win bonus.

6.6.2.3 The total of all payments by a Club to all its Players by way of match fees and win bonus shall not exceed €64,000 per season.

6.6.2.4 The maximum payments referred to at Regulations 6.6.2.1, 6.6.2.2 and 6.6.2.3 shall not apply to payments by Clubs to Players in respect of the semi-final and final of the All Ireland League Division One.

- 6.6.3 A Club may provide Players with reasonable and necessary rugby kit and with refreshments immediately after games.
- 6.6.4
- 6.6.4.1 Subject to the limit of €64,000 at 6.6.2.3 above a University Club may provide a Player with a bona fide bursary or scholarship as a student at that University up to a maximum of €4,500 per Player per season.
- 6.6.4.2 A University Club must supply to the Union full details of all students receiving a bursary or scholarship before 1<sup>st</sup> November in each year.
- 6.6.4.3 A Club may make a contribution to the cost of a bona fide tour to play a match or matches against another Club undertaken by the Club and approved in advance by the Union provided that the total payment to a Player per season (apart from payments under Regulation 6.6.2.4) by way of match fees, win bonus and contribution to the tour shall not exceed €4,500.
- 6.6.4.4 Subject to obtaining approval in writing in advance from the Union a Club may establish a bona fide academy for the benefit of young players within guidelines to be determined by the Union from time to time. The limit of €64,000 in regulation 6.6.2.3 shall not apply to such academy payments. However, no player in a Club Academy may receive Material Benefit in excess of €2,500 per season from the Club.
- 6.6.5 Regulation 6.6 shall not apply to one Player (who may or may not be an overseas player within the meaning of regulations governing the All Ireland League) per Club, provided that the Club supplies to the Union details of such Player's contract before commencement of the All Ireland League in each season
- 6.6.6 Save as provided for in these regulations and save as may be permitted in the contract between the Union and a Contracted Player no Material Benefit may be paid to a Player.
- 6.6.7 All Material Benefits paid to Players and details of the amounts paid to each Player shall be disclosed to the Union. Each Club shall provide to the Union at the end of each season, and not later than 31<sup>st</sup> August immediately following such season, certificates in the form in Appendices 1, 2 and 3 annexed hereto, in relation to the payments and benefits paid by the Club to Players for such season. The Form in Appendix 5 must be sent, duly completed by the Club to reach the Union not later than 31<sup>st</sup> August in each year.
- 6.6.8 All money figures in regulation 6.6 are gross (not net).

## **6.7 Procedure in Respect of an alleged breach of these Regulations**

- 6.7.1 Save and except as provided in regulation 6.7.2 below, any Club alleging a breach of regulation 6.3, 6.4 or 6.5 above shall be entitled to make a complaint concerning the alleged breach to the relevant Branch in accordance with its byelaws and regulations. Any such complaint must be received by the relevant Branch not later than 7 days from midnight on the date of the event giving rise to the complaint.
- 6.7.2 Where an alleged breach of regulation 6.3, 6.4 or 6.5 above relates to the registration, or eligibility to play for a Club, of any player playing in the All Ireland League or Cup competitions, any other Club participating in any such competitions, or competition, shall be entitled to make a complaint to the Union concerning the alleged breach in accordance with



Regulation 9. Any such complaint must be received by the Union not later than 7 days from midnight on the date of the event giving rise to the complaint.

6.7.3 Any Branch, Club or Player shall be entitled to present a written complaint (signed by the Secretary or acting Secretary of the Branch or Club in the case of a complaint by a Branch or Club) concerning an alleged breach of regulation 6.6 of these regulations to the disciplinary officer of the Union for referral to the Disciplinary Committee in accordance with these regulations. All complaints must be received by the Union not later than seven days from midnight on the date of the event giving rise to the complaint and must be accompanied by a payment of €500.

## 6.8 Appeals

6.8.1 A decision of:

- (i) The Disciplinary Committee, and
- (ii) The League Sub Committee may be appealed to the Committee of Appeal of the Union.

6.8.2 A decision of a Branch Disciplinary Committee may be appealed to the Committee of Appeal of the Branch

6.8.3 All appeals shall be dealt with in accordance with these Regulations.

## 6.9 Applicable Law

These regulations shall be governed by and construed in accordance with the Laws of the Republic of Ireland.

## APPENDIX 1

### CERTIFICATE BY AUDITOR OF CLUB

### IN RELATION TO MATERIAL BENEFITS PROVIDED FOR PLAYERS

\_\_\_\_\_ (The Club)

I \_\_\_\_\_ of \_\_\_\_\_

Being a person duly qualified to undertake Audit work and provide auditors certificates, and being the Auditor for \_\_\_\_\_ Rugby Club (The Club) hereby certify as follows:

1. I have read and understand the Union's Regulations relating to the registration, eligibility, movement and payment of Club players in Ireland.
2. I have undertaken an audit of the books and records of the Club and obtained such information as I have deemed necessary to enable me to give this certificate.
3. I hereby certify that no Material Benefits, no Retention Money, No Signing on Money, No Match Fees nor Win Bonuses, as defined in the regulations, save those permitted by the regulations, have been paid, promised or given to a player by the Club during the season 20\_\_\_\_-20\_\_\_\_ save as listed hereunder.
4. Match Fees and Win Bonuses for participation in All Ireland League games have been paid or promised by the Club to Players for the season 20\_\_-20\_\_\_\_\_ at the following rate:

Match Fee     €

Win Bonus     €

Dated:

Signed:

(Auditor)

**APPENDIX 2**

**CERTIFICATE IN RELATION TO THIRD PARTY PAYMENTS**

\_\_\_\_\_ (The Club)

We \_\_\_\_\_ of \_\_\_\_\_

being the President of the Club

\_\_\_\_\_ of \_\_\_\_\_

being the Secretary of the Club and

\_\_\_\_\_ of \_\_\_\_\_

being the Director of Rugby of the Club

herby certify:

- (i) We have read and understand the Union's Regulations relating to the registration, eligibility, movement and payment of Club players' in Ireland.
- (ii) We have read the certificate dated \_\_\_\_\_ by \_\_\_\_\_ the Auditor of the Club.
- (iii) To the best of our knowledge information and belief the certificate by the Auditor to the Club is true and accurate AND
- (iv) No Material Benefit, No Retention Money, No Signing on Money, No Match Fees, Nor Win Bonuses, save those permitted by the regulations have been paid, promised or given by any third party to any player in the Club during the season.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

(Secretary/ Treasurer)

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

(President)

(Director of Rugby)

### **APPENDIX 3**

#### **CERTIFICATE BY SECRETARY OR TREASURER OF CLUB**

Match Fees and Win Bonuses for playing or being selected for the team or a substitute on the bench in All Ireland League matches have been paid or promised at a rate not exceeding €            match fee and €            Win Bonus to the following players during the season.

List of players:

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Secretary or Treasurer of: \_\_\_\_\_ Rugby Club

## APPENDIX 4

### **INTER-CLUB TRANSFER FORM**

#### **PART 1: NOTICE OF INTENTION TO CHANGE CLUB**

I \_\_\_\_\_ Registration No. \_\_\_\_\_

being a Player registered with \_\_\_\_\_ RFC hereby give notice that it is my intention to leave the named Club.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

I \_\_\_\_\_ being the Secretary, Director of Rugby or Coach of the above mentioned Club (please tick as appropriate):-

- (i) Hereby acknowledge receipt of the above notice if received prior to registration date or;
- (ii) Give approval to the transfer if received after the registration date.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

#### **PART 2: TRANSFER FORM**

We \_\_\_\_\_ the Secretary of \_\_\_\_\_ Club and Player \_\_\_\_\_ hereby certify as follows:

1. We have read and understand the Union's Regulations relating to the registration, eligibility, movement and payment of Club Players in Ireland.
2. We certify that the Union's regulation 6.5 relating to movement of players and 6.6 relating to payment of players have been complied with and that no Signing on Money have been paid or agreed to be paid directly or indirectly to the player transferring to or playing for the new Club.

Signed by Secretary: \_\_\_\_\_

Signed by Player: \_\_\_\_\_

Date: \_\_\_\_\_

#### **PART 3: FOR OFFICE USE ONLY**

I \_\_\_\_\_ status \_\_\_\_\_ confirm that the above player is cleared to play with \_\_\_\_\_ RFC in accordance with \_\_\_\_\_ Branch Regulations.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Branch Stamp: \_\_\_\_\_

Branch retains this form and sends copies to the new Club and to the Union (if either Club is an All Ireland League Club).

## APPENDIX 5

### CERTIFICATE OF NO RETENTION MONEY OR SIGNING ON MONEY

I \_\_\_\_\_ Secretary of the Club hereby certify as follows:

1. I have read and understand the Union's Regulations relating to the registration, eligibility, movement and payment of Club Players in Ireland.
2. I certify that no Retention Money and no Signing on Money has been paid or agreed to be paid directly or indirectly to any player by the Club for playing for or transferring to the Club.

Dated: \_\_\_\_\_

Signed by the Secretary of the Club: \_\_\_\_\_

**NOTE:** This form, duly completed must be sent to the Rugby Administration Manager of the Union to reach him by 31<sup>st</sup> August in each year.

## **7. REGULATIONS RELATING TO THE IRISH EXILES**

### **INTRODUCTION**

- (a) In 1990 the Committee of the Union ... decided it would be beneficial for the advancement of the game in Ireland to promote, foster and develop an association of players and administrators beyond the shores of Ireland and specifically in England, Scotland and Wales (hereinafter collectively called “the Exiles”. Following a review in 2010 it was decided to modernize the operations of the Association to realize the potential of the organization in promoting Irish Rugby and the recruitment of players with the potential to play professional rugby within Ireland.

### **REGULATIONS**

1. The Exiles Management Committee shall
  - (a) Be appointed in April of each year by the Committee on the recommendations of (1) the President of the Union, (2) the Committee’s member of the Exiles Sub-Committee as hereinafter provided and (3) the Exiles Sub-Committee’s representative on the Committee as hereinafter provided
  - (b) Consist of the following: Chaired by the IRFU Vice-President. Union delegate from the IRFU Union Committee who will fill the portfolio for a period of three years. Officers appointed for terms of three years. President, Exile’s delegate to IRFU Union Committee, Treasurer and Honorary Secretary; Chairs of Taskforces and Co-opted members of the management
2. Subject to the approval of the Committee the Exiles Management Committee shall have the following powers:
  - (a) To nominate in April of each year one of its members to be its representative on the Union Committee for the succeeding season and to inform the Committee of the name of the person so nominated. This nominee must have served on the Exiles Management Committee for 3 successive (or more) years. The nominee will serve an initial period of three years, and each successive year will be with the approval of the Exiles Management.
  - (b) To appoint a committee to select teams to play for the Exiles in their matches
  - (c) To consider and adopt if appropriate proposals for the administration and conduct of the Exiles
  - (d) To make rules and repeal, amend or change such rules for the administration and conduct of the Exiles which are not herein provided
  - (e) To appoint a representative to attend the Council of the Union
3. The Committee shall in its absolute discretion on an annual basis fund the organisation, administration and playing of games by the Exiles
4. The Exiles shall at all times abide by and comply with the Laws of the Irish Rugby Football Union and Regulations and Decisions made by the Committee

## **8. REGULATIONS RELATING TO ANTI-DOPING.**

“The Irish Rugby Football Union Anti-Doping Regulations are the Irish Anti-Doping Rules as adopted by the Irish Sports Council on the 2<sup>nd</sup> day of February 2004 and which came into force on the 1<sup>st</sup> day of Jun, 2004, as amended from time to time. The rules contained in the said Irish Anti-Doping Rules shall have effect and be construed as Regulations of the Irish Rugby Football Union

### **THE ALL IRELAND LEAGUE AND CUP 2011/12**

## **9. THE ALL IRELAND LEAGUE AND CUP 2011/12**

### **9.1 General:**

9.1.1 Regulation 9 (“this regulation”) inter alia governs the All Ireland League and Cup for Season 2010/11.

9.1.2 Each participating Club has indicated its wish to participate in the All Ireland League and Cup and to adhere to this regulation and any other regulations which relate to the All Ireland League and Cup by executing a formal acceptance in the form of the schedule attached on its own behalf and on behalf of each of its participating players.

9.1.3 All Clubs competing in the League and Cup shall be deemed to have accepted and to be bound by this regulation and any other regulations which relate to the All Ireland League and Cup.

### **9.2 Governing Provisions, Interpretation and Definitions:**

9.2.1 *The competition shall be called the All Ireland League and Cup, hereafter for the purposes of this regulation referred to as “the League and Cup”.*

9.2.2 *Defined terms in this regulation shall have the same meanings as in the laws and regulations of the Union except where the context otherwise requires.*

### **9.3 Administration and Management of the League and Cup**

9.3.1 *The Union shall appoint a League Sub Committee (“The League Sub Committee”), comprising a Chairman, a representative from each of the four Branches of the Union, a representative of the Women’s Committee and the Rugby Administration Manager appointed by the Union.*

9.3.2 *The League Sub Committee shall administer and manage the League and Cup.*

### **9.4 Powers of The League Sub Committee**

9.4.1 *The League Sub Committee shall:-*

- (i) Have power to make decisions regarding the administration and management of the League and Cup;*
- (ii) Have power to hear complaints as provided for in this regulation and to impose such sanctions as may be permitted by these regulations;*
- (iii) Be entitled, at its discretion, to delegate to the Rugby Administration Manager (or in his absence such other person as may be nominated by the Union) or such one or more members of the League Sub Committee as it may determine such of its functions as it may decide.*

*Any decision of such person or persons so delegated shall be as valid and effective as if made by the League Sub Committee.*



9.4.2 *Where the functions of the League Sub Committee are delegated to the Rugby Administration Manager he may at his absolute discretion:*

- (i) Make decisions himself;
- (ii) Refer the matter to the Chairman of the League Sub Committee to make the decision; or
- (iii) Refer the matter to the League Sub Committee (of which he is a member) to make the decision.

9.4.3 *Decisions of the League Sub Committee shall be communicated to such Club(s) as may be directly affected as soon as reasonably practicable.*

9.4.4 *The Union or the League Sub Committee shall have no liability to any Club or person arising from any negligence or failure by the Union or the League Sub Committee to ensure compliance with this regulation or in relation to any other failure in the administration or management of the League.*

## **9.5 Complaints**

9.5.1 *A Club or the Rugby Administration Manager may make a complaint in relation to an alleged breach of this regulation by any Club or in relation to any matter arising out of the administration or management of the League and Cup, which complaint shall be in writing and shall be received by the Union not later than fourteen days from midnight on the date of the event giving rise to the complaint.*

9.5.2 *A Club may only make a complaint in relation to a matter that affects it directly and which causes it to suffer a disadvantage in the League and Cup or some other material form of prejudice.*

9.5.3 *Time shall be regarded as being of the essence in relation to the enforcement of the time limit under regulation 9.5.1.*

9.5.4 *For the avoidance of doubt, the fourteen day time period runs from the date of the actual event and not from the date of the Club becoming aware of the event giving rise to the complaint.*

9.5.5 *All complaints shall be in writing and signed by the Rugby Administration Manager, or the Secretary of the Club as applicable and state the grounds of the complaint.*

9.5.6 *All complaints by Clubs in relation to this regulation shall be accompanied by a payment of €500.*

9.5.7 *The onus of proof shall be on the Club or Rugby Administration Manager making the complaint to establish the breach or infringement of this regulation. The standard of proof shall be on the balance of probability.*

9.5.8 *The Union shall cause a copy of any valid complaint to be sent to any Club, or person directly affected as soon as is practicable after it has received the complaint.*

## **9.6 Adjudication of Complaints**

9.6.1 *The Chairman of the League Sub Committee shall be entitled to determine any pre-adjudication procedural or evidential issues or disputes, including whether or not to hold a hearing, without recourse to the other members of the League Sub Committee.*

9.6.2 *The Chairman of the League Sub Committee shall:*

- (i) Adjudicate on the matter himself as Chairman or,
- (ii) Have the matter adjudicated on by the League Sub Committee (on which he shall act as Chairman and have a casting vote).

9.6.3 Where a hearing is being held, the persons referred to in Regulation 9.6.2 shall be referred to as the “Hearing Committee” for the purposes of this Regulation 9.6 and shall adjudicate upon the complaint in accordance with the following procedures:

- (i) The Chairman shall arrange for a hearing of such complaint with all convenient speed at such time and place as he may determine provided that any Club or person directly affected shall be given reasonable notice either in writing or orally to be confirmed in writing, of the time and place of such hearing.
- (ii) No person may be a member of the Hearing Committee who has made, or acted on any committee that has made, a decision that is the subject matter of the complaint or who is, or is a member of a Club that is, directly affected by the complaint.
- (iii) A Club or person appearing at a hearing before the Hearing Committee shall be entitled to be represented by not more than two persons (one of whom may be a legal representative provided that legal representation at the hearing shall not be permitted unless reasonable prior notice of such legal representation shall be given to the Hearing Committee and any Club or person directly affected by the complaint).
- (iv) The Hearing Committee shall permit any Club or person directly affected by a complaint to submit evidence, call witnesses and make representations at the hearing.
- (v) Subject to the requirements of natural justice the procedures to be adopted at the hearing shall be entirely at the discretion of the Hearing Committee. The Hearing Committee shall be entitled to seek such advice as it may require, including specialist or legal advice. The costs of same shall be the costs of the proceedings.
- (vi) The Hearing Committee shall also be entitled to require a Club to submit, in advance, written submissions to the Hearing Committee, which shall set out the points and submissions that the Club will be seeking to rely on at the hearing. Any such submissions may at the discretion of the Hearing Committee be distributed to the other Club(s) participating at the hearing.
- (vii) The decision of the Hearing Committee shall be notified to all parties directly affected as soon as reasonably practicable and where appropriate confirmed in writing.
- (viii) All hearings shall be held in private, unless otherwise ordered by the Hearing Committee.
- (ix) The Hearing Committee shall be entitled, where the circumstances warrant, to adjourn or postpone a hearing as it thinks fit.

## 9.7 ***Provision of Information***

Where the League Sub Committee, the Chairman of the League Sub Committee or the Committee of Appeal requests a Club or person to provide information in relation to any matter, a reasonable time limit may be imposed and notified for the provision of such information and in the event that such time limit is not complied with, the League Sub Committee or the Chairman of the League Sub Committee or the Committee of Appeal Committee (as may be appropriate) may deal with the matter in the absence of such information.

## 9.8 ***Appeals***

9.8.1 *An appeal shall lie from any decision of the League Sub Committee to the Committee of Appeal pursuant to Reg 5.*

9.8.2 *Where a decision is made pursuant to this regulation by the League Sub Committee which affects the League or Cup position of any Club, it shall not be permissible for any Club which was not involved in or did not participate in the match in respect of which the decision was made, to lodge an appeal against any such decision.*

## 9.9 ***Sanctions***

9.9.1 The League Sub Committee shall be entitled in its absolute discretion to impose all or any of the following sanctions or penalties on an offending Club:

- (i) A caution, a warning as to future conduct, or a reprimand;
- (ii) A fine;
- (iii) The requirement to replay a match at such time and at such venue as is thought fit;
- (iv) The forfeiture of, and/or the granting to another club or clubs, of the competition points for a match;
- (v) The deduction of competition points;
- (vi) The suspension or expulsion of the Branch, Club, player or person for such period as may be deemed appropriate;
- (vii) Such other penalty or sanction as may be deemed appropriate;
- (viii) Make a payment of costs.

## 9.10 ***Structure of League and Cup***

*The League shall comprise Three Divisions known as Division 1, 2 and 3 each comprising 16 teams and the Cup shall comprise of the 4 Provincial Cup Winners with the semi-finals being an open draw.*

*Division 1 shall be split into two sections, each of 8 teams, known as 1A and 1B.*

## 9.11 ***Promotion and Relegation at the end of the season***

9.11.1 The top two Clubs in Division 1B at the completion of the League programme shall be promoted to Division 1A. The bottom Club in Division 1A shall play off against the 3<sup>rd</sup> placed team in Division 1B.

9.11.2 The top four Clubs in Division 2 at the completion of the League programme shall be promoted to Division 1B. The bottom Club in Division 1B shall play off against the 5<sup>th</sup> placed team in Division 2.

9.11.3 The top four Clubs in Division 3 at the completion of the League programme shall be promoted to Division 2A. The bottom Club in Division 2 shall play off against the 5<sup>th</sup> placed team in Division 3.

9.11.4 The four provincial qualifying League winners shall qualify to play in Division 2B in Season 2011/12.

- 9.11.5 Where play-offs take place the venue shall be that of the higher ranked team.
- 9.11.6 The position of a Club in a division shall be established by awarding four League points for a win and two League points for a draw.
- 9.11.7 One bonus point shall be awarded to a Club scoring four or more tries in a match and one bonus point shall be awarded to a Club losing by 7 points or less.
- 9.11.8 In Division 1 the top three Clubs in Division 1A and the top club in Division 1B shall qualify for play offs to determine the Divisional Championship.
- 9.11.9 In the event of Clubs at the top or bottom of a division or section being equal in League points gained, winning a division or section, promotion and relegation shall be decided on the basis of match points scored, the Club or Clubs at the top with the larger differences between “points for” and “points against” winning the division or gaining promotion, and the Club or Clubs at the bottom having the larger difference between “points against” and “points for” being relegated. In the event of two or more Clubs having the same number of League points and the same match points difference, then the Club or Clubs scoring the larger number of tries shall be preferred. Then, and only then, if there is no difference, shall play-offs be arranged. Any position in the final League standings is determined by the same criteria as for promotion and regulation.

## 9.12 **League Fixtures**

- 9.12.1 Matches shall be played on dates decided by the League Sub Committee with the approval of the Committee of the Union
- 9.12.2 The League Sub Committee shall arrange the fixture list for each season. Matches shall normally be played on Saturdays but the League Sub Committee shall have full power to arrange matches on other days and to alter previously fixed dates and venues should circumstances arise to warrant such alteration.
- 9.12.3 Matches shall kick off at 2.30pm. However if for special reasons two Clubs mutually agree to an alternative date or kick off time, both Clubs must apply in writing to the League Sub Committee at least 7 days prior to the date of the match in question and obtain consent in writing from the League Sub Committee prior to the match.
- 9.12.4 Teams in Division 1A shall play the other Clubs in that Division on a Home and Away basis; likewise Clubs in Division 1B shall play the other Clubs in that Division on a Home and Away basis. Each club in Divisions 2 & 3 shall play the other clubs in its Division one league match per season.

## 9.13 ***Postponements, Re-Arrangements, Fitness of Ground***

- 9.13.1 *Only in very exceptional circumstances shall a League or Cup match be postponed and then only with the approval of the League Sub Committee or its nominee. When a League match is postponed or abandoned, unless there has been a failure to fulfil a fixture, it shall be played or replayed later in the season at the earliest available date, such date to be decided by the League Sub Committee or its nominee. When a Cup match is postponed twice the venue will be reversed for that round.*
- 9.13.2 *The League Sub Committee shall provide a list of nominated persons to act on the Ground Fitness Panel, as set out in the regulations, who shall be available for consultation when the fitness of a ground is to be considered. A Club which has doubt about the fitness of its ground shall contact the Ground Fitness Panel nominee of the League Sub Committee. This nominee shall discuss the situation with the Club and if necessary visit and inspect the ground. Where there is doubt about the fitness of a ground and there is a reasonable prospect that with improved weather conditions the ground could be playable by kick off time, a decision on whether or not the pitch is playable shall be postponed until close to the kick off time. Matches*

*may not be postponed on grounds that the safety of the players might be prejudiced unless with the additional approval of the match referee.*

- 9.13.3 *The determination of the fitness of the ground shall be the responsibility of the member of the Ground Fitness Panel, whose decision shall be final. In the event of the appropriate member of the Ground Fitness Panel not being available on any occasion the League Sub Committee may nominate another person to act on the Ground Fitness panel.*
- 9.13.4 *If the home ground in question is Lansdowne Road, the nominee of the League Sub Committee shall be the person or persons who normally make such decisions on behalf of the IRFU. A similar procedure shall be followed at Branch grounds.*
- 9.13.5 *In the event of a match having to be postponed, it shall be the responsibility of the home Club to inform (a) their opponents, (b) the referee and touch judges (c) the Union and Branch, as soon as possible. Failure to do so may result in the home Club being liable for all or part of the expenses of their opponents and match officials.*
- 9.13.6 *Subject to the provisions of regulation 9.13.2 above where doubt exists as to the fitness of a ground, the home Club shall make early contact with the visiting Club as to its travel arrangements etc., in order that contact can be made prior to a Club commencing its journey.*
- 9.13.7 *Where it is known at least seven days prior to a League or Cup match that a pitch is unlikely to be playable, the home Club shall endeavour to find a suitable alternative venue.*

## **9.14 Player Registration and Eligibility**

### **9.14.1 Registration of Eligible Players**

9.14.1.1 On or before 1st June in any year, each Club playing in the League and Cup shall submit to the Union a list of its eligible playing members who are registered with the appropriate Branch, complete with registration numbers. A person shall be registered as a playing member with one Club only.

9.14.1.2 This list may be amended up to 1st October to add:

- (i) Players entering adult rugby having attained the age of 18 years
- (ii) Players enrolling in Universities and joining University Clubs
- (iii) Players leaving a European University / College at the completion of their course of studies
- (iv) Players transferring from one Club to another Club with the written consent of the former Club.
- (v) Players transferring from another union who have played rugby for Ireland or the Exiles at any level.
- (vi) Players whose primary place of residence is Ireland and who travel abroad for a period of not more than 12 months provided they return to Ireland before 1st October of a given season.

9.14.1.3 Any player who is registered as a club member prior to 1<sup>st</sup> October and who attains the age of 18 during the season shall be eligible to play after he has attained his 18<sup>th</sup> birthday save schoolboys who are eligible for the relevant provincial schools competition.

## 9.14.2 Eligibility of players

9.14.2.1 The following are the registered players who are eligible to play in the All Ireland League and Cup:

- (i) A Player who qualifies to play for Ireland under I.R.B. Regulations. This includes players who have completed three years residency.
- (ii) A player who holds a passport issued by a country which is a member of the E.U.
- (iii) A player who has a valid work permit as a professional rugby player and who is a national of a country which has an association / trade agreement with the E.U. as under the Cotonou agreement.

9.14.2.2 In the above cases, players must both be resident in Ireland on 1st June and remain in residence until the commencement of the League.

9.14.2.3 For the purposes of this regulation residency is defined as “Permanent place of residence”.

### 9.14.2.4 Exceptions

In any season each Club may register one player who does not satisfy the above criteria provided that he has taken up and remains in residence and has been properly registered prior to the 1<sup>st</sup> October. For the purposes of interpretation, this player is classified as an overseas player and shall be nominated as such to the Rugby Administration Manager prior to the commencement of the League.

9.14.3 Notwithstanding the provisions of this regulation 9.14, any player or Club shall be entitled in writing to submit to the Union any special circumstances he or it considers relevant to registration and/or eligibility. The submission shall be considered by the Chairman of the League Sub Committee who shall in appropriate cases be entitled in his absolute discretion to accept the registration and/or eligibility of such player provided the submission is made before 1<sup>st</sup> October.

9.14.4 In exceptional circumstances the Chairman of the League Sub Committee may in his absolute discretion, on application in writing by the player supported by the consent in writing of both Clubs, agree to the player changing Clubs notwithstanding that the League has started and that the player has already played in the competition subject to such application being presented or submitted prior to the 1<sup>st</sup> January of any given season after the commencement of the competition.

9.14.5 Subject to compliance with the provisions of this regulation 9.14, a club may select a maximum of three Contracted Players (excluding Development and Academy players) in its panel of twenty players for an All Ireland League or Cup match. To be eligible for a Club's final three matches in the regular season of the League competition those selected Contracted Players shall have started and played a minimum of the first half of two All Ireland League matches in the preceding weeks. To be eligible for the League play off matches, be it for promotion or relegation, those selected Contracted Players shall have started and played a minimum of the first half of three All Ireland League matches during that season.

The release of any Contracted Players is at the discretion of each Branch Provincial Director of Coaching.

This regulation is subject to an ‘exceptional circumstances’ application by a Province / Club to the AIB League Sub Committee for its determination, subject to a maximum approval of one contracted player per club, for a player returning from a protracted injury.

## **9.15 Dual Status Players**

- 9.15.1 The term “dual status” refers to a player who although a bona fide registered playing member of a non League Club in Ireland may play for a Club in the League and/or Cup provided the following regulations are observed. A League Club shall be limited to selecting or playing not more than three such players in one season. Selection shall include players who are selected as replacements / substitutes for League and or Cup matches.
- 9.15.2 A League Club wishing to use the dual status principle shall follow the procedures set out below.
- 9.15.2.1 A request shall be made to the Secretary of the non League Club. When permission is obtained, an application shall be made in writing to the Union’s office at least forty eight hours prior to the match, enclosing the written permission of the non-League Club. The League Club shall also forward a copy to the Branch Secretary.
- 9.15.2.2 The name/s of dual status player/s shall be indicated on the League or Cup team sheet.
- 9.15.3 Dual status players shall satisfy regulation 9.14 relating to player eligibility. An overseas player, as defined in regulation 9.14.2.4, may not play as a dual status player for a Club which has already registered an overseas player for that season.
- 9.15.4 A player shall only be a dual status member of one League Club and one non-League Club in the same season.

## **9.16 Referees and Touch Judges**

- 9.16.1 Referees for League and Cup matches shall be appointed by the Union’s Referee Committee in conjunction with the Provincial Branches’ Referees’ Society/Associations.
- 9.16.2 Two touch judges shall be appointed for each League and Cup match by the Referees Society/Association of the province in which the League or Cup match is due to be played. One of the touch judges shall have been nominated as senior touch judge. In League and Cup matches Law 6.B.6 of the Laws of the Game regarding "flagging" by touch judges, shall apply.
- 9.16.3 In the event of the referee failing to turn up for a League or Cup match or being unable to continue to referee a match, the senior touch judge shall replace the referee and the home Club shall appoint a suitable replacement touch judge, who should in any event be there to act as 4th official. In the event of this happening “flagging” by touch judges shall cease to operate.
- 9.16.4 The referee after each match shall send to the Rugby Administration Manager the detailed result of the match and the team lists for both Clubs. The name or names of players or replacements deemed to be "dual status" players shall be indicated as such on the team list.
- 9.16.5 Under Law 10 of the Laws of the Game the referee may caution an offending player that he will be sent off if he repeats the offence. This he will signify by producing a yellow card. Any complaint to a yellow card shall be notified by the player to the Rugby Administration Manager within one week of the date such yellow card was issued. If a player receives three yellow cards for foul play over a number of League and Cup matches in any given season he shall be required to attend a meeting of the I.R.F.U. Disciplinary Committee at which he may receive a suspension.

### 9.17 ***Players Sent Off the Field Of Play or Cited***

*Players sent off or cautioned under Regulation 9.16.5 above or cited in League or Cup matches shall be dealt with under the Union's Reg. 5.*

### 9.18 ***Conduct and Responsibility***

9.18.1 Clubs participating in the League and Cup are responsible and accountable for the conduct of their players, officials, members and supporters in attendance at League and Cup matches.

9.18.2 Clubs, players, officials and members shall ensure that;

**9.18.2.1 Matches are played in accordance with disciplined and sporting behaviour**

**9.18.2.2 None of the persons referred to in 9.18.1 engage in an act or acts of misconduct**

For the purposes of the League and Cup misconduct shall mean conduct, behaviour or practices on or off the playing enclosure which may bring the game of rugby or the Union into disrepute or may be detrimental to the best interests of the Union or of the game in accordance with Regulation 5.

9.18.3 *Breaches of Regulation 9.18.1 and 9.18.2 shall be dealt with under the Union's Regulation 5.*

9.18.4 For the avoidance of doubt a Club or player may be sanctioned for misconduct even if a referee has already penalised one or more of its players for his or their conduct during a match.

9.18.5 Each participating Club shall be represented by registered members of the Club who are eligible pursuant to these regulations. Each Club shall play at full available strength in all matches unless some satisfactory reason is given.

9.18.6 No player may participate in the League or Cup while serving a disciplinary sanction imposed by the Union, by a Branch of the Union or by his Club.

9.18.7 It is the responsibility of the home club to have a medical officer and qualified first-aid persons in attendance at matches.

### 9.19 ***League Sponsor's Logo***

Clubs participating in the League are responsible to ensure that the League Sponsor's Logo is worn on the right sleeve of the Club jersey when participating in any League match save and except where circumstances have arisen which precludes same, such circumstances to be approved by the All Ireland League Committee.

### 9.20 ***Replacements and Substitutes***

*Clubs may tog out up to five additional players, who may act as substitutes or replacements, subject to Law 3 of the Laws of the Game. A team shall have five players who can play in front row positions, two of whom can play hooker and three of whom can play prop. For semi-finals and finals of the League and Cup the number of additional players may be up to seven.*



For guidance, the following table indicates the numbers of suitably trained and experienced players for the front row when nominating different numbers of players:

Number of Players	Number of suitably trained & experienced players
15 or less	3 players who can play in the front row
16, 17 or 18	4 players who can play in the front row
19, 20, 21 or 22	5 players who can play in the front row

### 9.21 *Clash of Colours*

In the event of a clash of colours, of which the referee is the sole judge, it shall be the responsibility of the away Club to change into a playing strip which is significantly different in colours from the normal playing strip, such strip to have been declared to and approved by the League Sub Committee or its nominee before 15<sup>th</sup> September of any given season.

### 9.22 *Team Sheets and List*

Prior to the kick off, each Club shall be required to submit to the referee and the opponent Club its list of starting players and replacements / substitutes, correctly numbered. This list shall include each player's registration number. A player shall wear the jersey whose number corresponds to his number on the team list. The name/s of dual status players and/or replacements / substitutes and players who can play in the front row positions shall be indicated by a P or H as appropriate for Prop and Hooker. Failure to comply with this regulation may be the subject of a complaint by the opposing team, or the League Sub Committee and shall be dealt with accordingly.

The Away team in a League or Cup fixture shall ensure to forward its nominated Team and Replacements, numbered 1-20, to the Host Club by 12 noon on the Thursday preceding the match (or 12 noon Friday for a Sunday match).

### 9.23 *Playing Enclosure and Technical Zones*

9.23.1 The playing enclosure shall be defined preferably by a fence, if not by ropes.

9.23.2 If there is a stand, seats shall be made available for replacements. Two technical zones shall be designated, both on the same side of the pitch, clearly marked in white paint, each nine metres long and three metres wide and not less than two metres from the touchline, one on either side of the halfway line, in which benches shall be placed and a zone shall be allocated to each team. The attendants and replacements shall remain seated within their zone. The referee has the authority to order them out of the playing enclosure if they fail to adhere to this requirement.

9.23.3 Ball boys and a limited number of press photographers may also be permitted inside the enclosure.

9.23.4 Replacements and substitutes shall enter the field of play from the technical zones and be introduced by the replacement touch-judge.

9.23.5 Each team shall nominate to the referee its medical officer, team attendant / physiotherapist and coach. A maximum of three people are permitted in the technical zone in addition to the nominated replacements. The coach cannot act as team attendant who is the only person permitted on the field during the match, and only to attend to an injured player with the exception of 9.23.6 below. Players requiring water or drinks shall come to the touch line.

9.23.6 Each team shall nominate its medical officer who is permitted to attend an injured player when required.

9.23.7 Coaches are precluded from entering the playing enclosure (excluding the technical zone) during the course of a match except at half time when the coach may come on to the field to speak to his team.

9.23.8 Kicking tees may be used by individual kickers.

9.23.9 Sand shall be made available for both teams, if requested. It shall be brought on to the pitch in a non-breakable container.

9.23.10 The home club shall supply touch judge flags.

#### 9.24 ***Finance***

9.24.1 The Union shall provide financial assistance to Clubs participating in the League and Cup. The amount of such financial assistance shall be determined annually by the Union at its sole discretion.

9.24.2 Gate receipts shall belong to the home Club, save in the case of the semi-final and the final of Division 1.

9.24.3 The away Club shall be responsible for its own travel and accommodation arrangements and expenses.

9.24.4 The home Club shall be responsible for all match expenses.

#### 9.25 ***Match Balls***

Puma balls shall be the official match balls to be used in All Ireland League & Cup matches.

#### 9.26 **Trophies**

9.26.1 Division I A and 1 B winners: Union Plaque and 25 medals.

9.26.2 Division II and III winners: Union Plaque and 25 medals.

#### 9.27 **Applicable Law**

These regulations shall be governed by and construed in accordance with the Laws of the Republic of Ireland.

#### 9.28 ***Unforeseen Circumstances***

9.28.1 The League Sub Committee shall be entitled to make decisions on all matters not provided for in these regulations.

9.28.2 No proceedings pursuant to these regulations shall be quashed or held invalid by reason only of any defect, irregularity, omission or other technicality, provided there has been no miscarriage of justice.

## **ARRANGEMENTS FOR PLAY OFFS**

### **(1) DIVISION 1 CHAMPIONSHIP**

Top Team of Division 1A v. 3<sup>rd</sup> Team of Division 1A  
2<sup>nd</sup> Team of Division 1A v. Top Team of Division 1B

W/End 16<sup>th</sup> April 2011                      Semi Final

W/End 30<sup>th</sup> April 2011                      Final

- (i) If clubs are tied at full time, extra time of 10 minutes each way shall be played.
- (ii) If still tied, the Club who has scored most tries shall be the winner
- (iii) If still tied, the team who scored the 1<sup>st</sup> try shall be the winner.
- (iv) If no tries have been scored, the team that scored the first points in the match shall be the winner.
- (v) If still tied, the club who finished in the higher position in the League shall be the winner.

**In the event of the Final being tied after extra time, the match shall be replayed. In a replayed fixture, (i) to (v) above shall apply.**

### **Divisional Play-Offs**

Bottom club in Div 1A v 3<sup>rd</sup> Club in Div 1B -            16<sup>th</sup> April 2011

Bottom club in Div 1B v 5<sup>th</sup> Club in Div 2   -        23<sup>rd</sup> April 2011

Bottom Club in Div 2 v 5<sup>th</sup> Club in Div 3            -        23<sup>rd</sup> April 2011

### **All Ireland Cup**

The draw for the All Ireland Cup is as follows:

### **Semi-Finals - 8<sup>th</sup> / 9<sup>th</sup> January 2011**

Munster v Leinster

Ulster v Connacht

- (i) If clubs are tied at full time, extra time of 10 minutes each way shall be played.
- (ii) If still tied, the club which has scored most tries shall be the winner.
- (iii) If still tied, the away team shall be declared the winner.

**Cup Final - 28<sup>th</sup> April 2012**

If after (i) and (ii) above the teams are still level

- iv. The team who scored the 1st try shall be the winner
- v. If no tries have been scored, the team that scored the first points in the final shall be declared the winner
- vi. If the final is scoreless, penalty kicks shall be taken to decide the winner.

**All Ireland Junior Cup**

The dates for the All Ireland Junior Cup shall be:

4th February 2012 – Semi Final

18th February 2012 – Final

The Regulations set out above in respect of the Senior Cup shall apply to the Junior Cup.

**SCHEDULE**

**Formal Acceptance by a Participating Club.**

\_\_\_\_\_ RFC ("the Club") accepts the invitation to take part in the All Ireland League and Cup for the season 2010/2011 on the basis of the regulations governing the All Ireland League and Cup for this season a copy of which has been provided to the Club. The Club agrees with the Union as defined in the regulations, on its own behalf and on behalf of each member of its team, to observe all regulations and the decisions of the Union the League Sub Committee, the Disciplinary Committee and the Committee of Appeal.

The Club agrees to be bound by the procedures set out in the regulations in respect of the regulations governing the All Ireland League and Cup and any other regulations which relate to the All Ireland League and Cup.

The Club accepts that the Union or League Sub Committee shall have no liability to the Club arising from any negligence or failure by the Union or the League Sub Committee to ensure compliance with these regulations and/or any other regulations which relate to the League and Cup or in relation to any other failure in the administration or management of the League and Cup.

The Club accepts that the decisions of the Committee of Appeals are final and binding on all parties and shall not be appealed to or reviewed by a court of law.

The Club shall ensure that each member of its team is made fully aware of the regulations before the commencement of the League and Cup and that each or any member of its team shall comply with such regulations.

SIGNED for \_\_\_\_\_ R.F.C.

for and on behalf of the Club and its Players in the presence of:

Name: .....  
(Signature of duly authorised signatory)

Name: .....  
(in block letters)

Position in Club: .....

Date: .....

Witness Name: .....

**SIGNED** on behalf of the Union in the presence of:

Name: .....  
(Signature of duly authorised signatory)

Position in Union: .....

Date: .....

**10. REGULATION RELATING TO CHILD WELFARE AND PROTECTION.**

Every Branch, Association and Club shall appoint a Child Welfare Officer who shall be responsible for ensuring compliance with the Union's Child Welfare Policy, Code and Guidelines and all vetting procedures required (statutory or otherwise) for the purposes of monitoring Child (Age Grade) Safety, Welfare and Protection.