# Regulations of the Irish Rugby Football Union

# (Updated July 2024)


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## Governance Regulations of the Irish Rugby Football Union


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*The Committee of the Irish Rugby Football Union (the Union Committee) has made the following regulations which are binding on all parties affected by these regulations.*

## 1. GENERAL

1.1 These Regulations shall govern the composition, activities and the innate jurisdiction of the Standing Permanent Committees of the Union and the Sub, Specialist, Disciplinary and non-permanent committees, as well as working parties such as may be established by the Union Committee from time to time.

1.2 These Regulations are further supplemental to the regulations relating to the Game made by World Rugby (formerly the International Rugby Board) (World Rugby Regulations) which are binding on the IRFU and all its members and for greater detail reference should be made to the World Rugby Regulations.

1.3 Unless otherwise specifically defined in these Regulations, where capitalised words are used, they shall have the same meaning as defined in the World Rugby Regulations and the IRFU Laws.

1.4 The Regulations relating to the governance arrangements in the IRFU are contained in the attached Schedules. These Schedules cover the Union Committee and each of the Standing Committees and shall be considered integral parts of these Regulations.

1.5 Where Committee or Sub-Committee activities of a disciplinary or investigative nature are concerned, same shall be carried out with sanctions or findings made in strict compliance with the principles of natural justice and with fairness of procedures.

1.6 The Union Committee, the Standing Committees and the Sub-committees will, at all times, act in the best interests of the Union in accordance with the Union's core values, recognising diversity, inclusivity, gender, race and a multicultural society, and to promote, foster, develop and sustain the Game in all its forms within Ireland and beyond the shores of Ireland if it is considered in the interests of the Game nationally to do so.

1.7 The Standing Committees, with the exception of the Nominations Committee, have the authority to set up sub-committees for projects, specific pieces of work or to provide informed advice. The Standing Committee must notify the Union Committee of its intention to set up a sub-committee and for what purpose along with the proposed membership. Proposed co-options onto a Standing Committee or sub-committee shall be submitted to the Union Committee for approval. Persons co-opted onto Standing Committees or sub-committees will be entitled to vote in meetings unless specified otherwise by the Union Committee.

1.8 Right of Attendance: The President and the Chairperson of the Management Committee are entitled to attend all Standing Committee and sub-committee meetings.

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

See World Rugby 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 Branch should be given only for special events.

The Union Committee 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 World Rugby 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 World Rugby 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 a World Rugby 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 a World Rugby 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 Union Committee to hear disciplinary cases relating to sendings off, citing, misconduct or conduct (whether or not involving or relating to player participation) which is 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;
(iii) All other matches under the jurisdiction of the Union not being matches under the jurisdiction of a Branch;
(iv) Acts or omissions to act, including for the avoidance of doubt breaches of codes of conduct of the Union, its Committee or its sub-committees.

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 of these Regulations.

5.1.4 **Remote Hearings and Expedited Procedures**

In particular circumstances, the Union may wish to utilise remote hearings or expedited disciplinary procedures, to alleviate the practical difficulties caused by physical distance, reduce costs, or for any other relevant reasons concerning the case in question.

The procedure for remote hearings shall be the same as that used for in person hearings as set out in World Rugby Regulation 17, save that some or all of the parties, may attend the hearing by audio or audio-visual means. Where the Union proposes a remote hearing, Players shall have the right to request an in-person hearing. Remote hearings may also be considered for an Appeal. Click here for World Rugby Regulation 17

Expedited procedures will vary depending on the circumstances. An example of such procedures is the use of a foul play review committee or the use of a single Judicial Officer that considers the alleged act(s) of foul play and provides the player with an indication of the sanction that would be imposed were the player to admit the act(s) of foul play. The player has the option to accept the sanction or to reject the sanction and request a hearing.

Notwithstanding the existence of the expedited procedure, a Player or person shall always have the right to have a hearing that complies with the requirements of Regulation 17.

Where expedited procedures are utilised, they shall be treated as enforceable by World Rugby in the same way as Regulation 17.

## 5.2 Committee of Appeal

This is a Sub Committee of the Union Committee to hear appeals from the Disciplinary Committee and the League Sub Committee provided for in Regulation 9 ("the League Sub Committee"). In accordance with the provisions of 5.1.4 above, a Committee of Appeal may consider it necessary, and shall be entitled to utilise the aforesaid remote hearing procedure.

## 5.3 Composition of the Disciplinary Committees

5.3.1 The Union Committee 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 Union 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 Union Committee 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.

In certain circumstances, the Chairman shall appoint a single Judicial Officer, being a member of the panel of the Disciplinary Committee authorised to conduct the hearing and make a finding thereon.

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

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

5.3.6 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 Branch Disciplinary Committee and a Branch 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 Branch, the Union or the Game, whether on or off the playing enclosure, arising from matches under the jurisdiction of, or approved by, the Branch to be dealt with by the Branch pursuant to Regulation 5.9

5.5 **Disciplinary Officer**

5.5.1 The Union Committee 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 ensure in circumstances that involve a player under the age of 18, the Union will direct that the Union Safeguarding Officer shall deal with the IRFU Case Management Process. In some cases, there may be a requirement for input from both parties.

(v) 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. For cases involving players under the age of 18, and/or vulnerable persons, the hearing committee, where relevant circumstances pertain, shall consult

with the Welfare Officer to establish that a safeguarding case management assessment has taken place, or is required, prior to the disciplinary process commencing.

5.6.1

(i) The Disciplinary Officer on the instruction of 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 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.

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 World Rugby 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 using the IRFU citing form set out in Appendix 5 below 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 including video evidence in support

(iv) The player, his club, the referee and where applicable the touch judges, shall be sent copies of the citing complaint.

(v) Once a citing is received the video evidence will be reviewed by a panel consisting of the IRFU Disciplinary Officer, the Chair of the Disciplinary Committee, and the Head of Referees. Should the panel determine the action cited should have resulted in a red card and all the required information is correctly received, the player will be called to a Disciplinary Hearing. There is no requirement for the citing club to attend the hearing, although they must be prepared to give further evidence during the hearing by video, skype or telephone, if required. If the panel determine that the action does not meet the red card test, the case will not proceed. Video evidence must be supplied at IRFU level hearings.

(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 sending off and citing.**

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 available 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, and a copy of the video evidence in support.
(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 or Judicial Officer in making its decision in the case of illegal or foul play shall have regard to the World Rugby Sanctions and Procedures contained in Appendix I below.

5.9.1.1. If the hearing committee or Judicial Officer 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.

5.9.1.2. In the case of misconduct, the hearing committee or Judicial Officer 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 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.

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 Branch 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 this Regulation 10 the expression "Committee of Appeal" shall include the Committee of Appeal of the Union and the Branch Committee of Appeal as the case may be.

5.10.1.4. Save as otherwise provided in Law 25 of the Laws of the Union, 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 the Appeal Form is received by the Disciplinary Officer of the Union or the Branch as the case may be;

(ii) Sign the Appeal form and set out thereon: -

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

(b) 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. A copy of the notice of appeal must be served 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. 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.

5.12. **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. Should the appeal be lost, the default position for the Committee of Appeal shall be to retain the €500. Consideration of any return, either in whole or part, shall be at the discretion of the Committee of Appeal.

(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, members and supporters and in accordance with the Spirit of Rugby Charter

5.15.2. Clubs, players, officials and members shall ensure that:

(i) matches are played in accordance with disciplined and sporting behaviour;

(ii) none of a club's players, officials, members or supporters 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. **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**

**STAGE 1**

**1. The "Red Card Test": Did the act(s) of Foul Play warrant the Player being Ordered Off or should it have resulted in the Player being Ordered Off?**

1.1 The Disciplinary Committee shall first determine whether or not the relevant act(s) of Foul Play warranted the Player being Ordered Off or should have resulted in the Player being Ordered Off. The Player may either:

(a) Admit that the act(s) of Foul Play warranted the Player being Ordered Off or cited in which case the function of the Disciplinary Committee or Judicial Officer is to determine what sanction, if any, should be imposed on the Player under World Rugby Regulations 17.17 to 17.21; or.

(b) Deny that the act(s) of Foul Play warranted the Player being Ordered Off or cited in which case, the Player may seek to show that the decision of the referee or Citing Commissioner was wrong. The Disciplinary Committee or Judicial Officer may review the decision of the referee or Citing Commissioner and the circumstances surrounding it. In any such case, the Disciplinary Committee or Judicial Officer shall not make a finding contrary to the decision of the referee or Citing Commissioner unless they are satisfied, on the balance of probabilities that the decision of the referee or Citing Commissioner was wrong. In a case where a Player has been cited, the Disciplinary Committee or Judicial Officer may take account of any action taken during the Match in respect of the alleged Foul Play by the Match Officials and may review the referee's decision and the circumstances surrounding it and may make a finding contrary to the referee's decision.

1.2 Where the Player admits that the act(s) of Foul Play warranted being Ordered Off or cited or where the Ordering Off is not overturned or the citing is upheld, the Disciplinary Committee or Judicial Officer shall move to the next stage of the hearing to determine the sanction (if any) to be imposed on the Player in accordance with Regulations 17.17 to 17.21.

1.3 Where the Disciplinary Committee or Judicial Officer determines that the act(s) of foul play did not warrant the player being Ordered Off or cited, no further sanction is imposed on the Player, the disciplinary hearing ends and the Disciplinary Committee or Judicial Officer shall expunge the Ordering Off (Red Card) or citing from the Player's disciplinary record.

1.4 In citing cases involving Matches in which no Citing Commissioner was appointed and team citing applies, the Disciplinary Committee or Judicial Officer must establish (i) that the incident was undetected by the referee and/or assistant referees and (ii) the alleged Foul Play was sufficiently serious to warrant an Ordering Off. If the Disciplinary Committee or Judicial Officer does not consider the alleged Foul Play of sufficient seriousness to have warranted an Ordering Off they shall dismiss the citing complaint. If the Disciplinary Committee or Judicial Officer considers the alleged Foul Play of sufficient seriousness to have warranted an Ordering Off, the Disciplinary Committee or Judicial Officer shall move to the next stage of the hearing to determine the sanction (if any) to be imposed on the Player in accordance with Regulations 17.17 to 17.21.

**STAGE 2**

**1.4 SANCTIONS AND CORE SANCTIONING PROCESS**

1.4.1 When imposing sanctions, all Disciplinary Committees or Judicial Officers dealing with an Ordering Off and/or citing shall apply World Rugby's sanctions for Foul Play set out in Appendix 1 (save where Appendix 3 applies) and do so in accordance with World Rugby Regulation 17.17 to 17.21

Click here for World Rugby Regulation 17

**Step 1: What is the correct entry point for the sanction?**

**1.5 ASSESSMENT OF THE SERIOUSNESS OF THE FOUL PLAY**

1.5.1 Disciplinary Committees or Judicial Officers shall undertake an assessment of the seriousness of the Player's conduct that 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 particular act(s) of Foul Play where such acts are expressly covered in Appendix 1. The assessment of the seriousness of the Player's conduct shall be determined by reference to the following features:

(a) whether the offending was intentional;

(b) whether the offending was reckless, that is the Player knew (or should have known) there was a risk of committing an act(s) of Foul Play;

(c) the nature of the actions, the manner in which the offence was committed including part of body used (for example, fist, elbow, knee or boot);

(d) the existence of provocation;

(e) whether the Player acted in retaliation and the timing of such;

(f) whether the Player acted in self-defence (that is whether the Player used a reasonable degree of force in defending himself);

(g) the effect of the Player's actions on the victim (for example, extent of injury, removal of victim Player from the game);

(h) the effect of the Player's actions on the Match;

(i) the vulnerability of the victim Player including part of victim's body involved/affected, position of the victim Player, ability to defend himself;

(j) the level of participation in the offending and level of premeditation;

(k) whether the conduct of the offending Player was completed or amounted to an attempt; and

(l) any other feature of the Player's conduct in relation to or connected with the offending.

1.5.2 Based on the assessment of the offence(s) under consideration against the above features of offending, the Disciplinary Committee or Judicial Officer shall categorise the act(s) of Foul Play as being at the lower end, mid-range or top end of the scale of

seriousness of offending and identify the applicable entry point as set out in Appendix 1.

1.5.3 For offences categorised at the top end of the scale of seriousness of offending, the Disciplinary Committee or Judicial Officer shall identify an entry point between the period shown as the top end for the particular offence and the maximum sanction in Appendix 1. [1]

**Step 2: Are there any reasons to decrease the sanction?**

**1.6 Mitigating Factors**

1.6.1 Having identified the applicable entry point for consideration of a particularincident, the Disciplinary Committee or Judicial Officer shall identify any relevant off-field mitigating factors and determine if there are grounds for reducing the period of suspension and subject to Regulations 17.19.2 and 17.19.3 the extent, if at all, by which the period of suspension should be reduced. Mitigating factors include the following:

(a) the presence and timing of an acknowledgement of culpability/wrong-doing by the offending Player;

(b) the Player's disciplinary record and/or good character;

(c) the youth and inexperience of the Player;

(d) the Player's conduct prior to and at the hearing

(e) the Player having demonstrated remorse for his/her conduct to the victim Player including the timing of such remorse; and

(f) any other off-field mitigating factor(s) that the Disciplinary Committeeor Judicial Officer considers relevant and appropriate.

1.6.3 Subject to Regulations 17.19.3 and 17.21.1, for acts of Foul Play the Disciplinary Committee or Judicial Officer cannot apply a greater reductionthan 50% of the relevant entry point suspension (prior to any increase for aggravating factors). In assessing the percentage reduction applicable for mitigating factors, the Disciplinary Committee or Judicial Officer shall start at 0% reduction and apply the amount, if any, to be allowed as mitigation up to the maximum 50% reduction.

1.6.4 In cases involving offending that has been classified pursuant to Regulation 17.18.1 as lower end offending, where:

(a) there are off-field mitigating factors; and

(b) where the Disciplinary Committee or Judicial Officer considers that the sanction would be wholly disproportionate to the level and type of offending involved;

the Disciplinary Committee or Judicial Officer may apply sanctions less than50% of the lower end entry sanctions specified in Appendix 1 including in appropriate cases no sanction.

**Step 3: Are there any reasons to increase the sanction?**

**1.7 Aggravating Factors**

[1] *The plus sign against each top end period suspension denotes this entitlement and flexibility*

1.7.1 Thereafter, the Disciplinary Committees or Judicial Officers shall identify any relevant off-field aggravating factors and determine what additional period of suspension, if any, should apply to the case in question. Aggravating factors include:

(a) the Player's status generally as an offender of the Laws of the Game;[4]

(b) the need for a deterrent to combat a pattern of offending in the Game where the teams participating in the Match or Tournament have been put on notice that such a need exists; and

(c) any other off-field aggravating factor(s) that the Disciplinary Committee or Judicial Officer considers relevant and appropriate(including poor conduct prior to or at the hearing).

**Step 4: Applying the sanction to the Player's playing schedule**

1.8 **Imposition of Sanctions**

1.8.1 In cases of multiple offending, Disciplinary Committees and Judicial Officers may impose sanctions to run either on a concurrent or a consecutive basis provided that the total sanction is in all the circumstancesproportionate to the level of the overall offending.

1.8.2 Disciplinary Committees and Judicial Officers shall ordinarily in their written decisions set out the reasoning for their findings, including the finding on culpability, how they have categorised the seriousness of the offence by reference to the features set out in Regulation 17.18.1, how they identifiedand applied any mitigating (17.19) and aggravating (17.20) factors and conclude with the resultant sanction, if any, imposed including, for the avoidance of doubt, the expiry date of the suspension setting out the number of weeks, or where the Player has a specific playing schedule thatis known at the time of the imposition of the sanction, a list of the Matches(or Match weekends, rounds or dates where specific dates of fixtures havenot yet been finalised) (subject, ordinarily, to a maximum of 2 matches in any 7-day period), for which the Player is suspended provided that, in any event, the Player would, on the best information available at the time of thedecision, be scheduled to play in a Match which would meet the criteria setout in Regulation 17.21.3 below on each of the weeks taken into account and that an expiry date is stipulated for the suspension. Sanctions for Players in non-elite rugby settings should ordinarily be expressed in weeksfor simplicity and clarity.

[4] *The Player's disciplinary record in all competitions and (as appropriate) in other sports during his or her playing career from the age of 18 shall be considered by a Disciplinary Committee or Judicial Officer. In any case in which the Disciplinary Committee or Judicial Officer establishes that the Player has previously been found by a Disciplinary Committee and/or Judicial Officer to have committed any act of Foul Play and/or Misconduct then the Disciplinary Panel or Judicial Officer in imposing any sanction on the player may in fixing that sanction take account of such offending as an aggravating factor.*

1.8.3 For the purposes of imposing a suspension, Disciplinary Committees and Judicial Officers shall take into account weeks in which there is a Match(es)which comply with each of the following criteria:

(a) until such time as the Player was suspended, the Player would otherwise have been scheduled to play in the Match, the burden resting with the Player to prove that he was scheduled to play. Wherethe Player was scheduled to play in more than one Match in a week (for example, a mid-week fixture) this week still only counts as one week of the suspension save where the rules of the particular tournament or tour from which the suspension arises and in which there is more than one Match per week allow for a suspension within that tournament or tour to be served in Matches;

(b) the Match is to be played between two teams in compliance with all ofthe Laws of the Game;

c) where the Match is not part of a tournament, tour or Series of Matcheswhich has been sanctioned in accordance with Regulation 16, the Match:

(i) is to be played between teams of equivalent level (for example,similar divisions or standards of play) and who play at the same or an equivalent level of the Game to the Player's ordinary level;

(i) is to feature the best players available to each team;

(ii) is to be played at a venue of the capacity and characteristics ordinarily used by teams of this level or standard;

(iii) is to be open to the public (and in the case of a Match involving professional teams, tickets will be sold);

(iv) is scheduled within 4 weeks prior to an International Match, tournament, tour or Series of Matches which has been sanctioned in accordance with Regulation 16;

(d) where the Match is a playoff, final or similar Match for which the Player's team has not yet qualified, the Disciplinary Committee or Judicial Officer's decision may provide for alternative applications of the Player's sanction whereby the Match(es) in question shall be counted if the Player's team participates or not counted if the Player'steam does not participate in which case the Match(es) in which the Player's team next participates is instead included in the sanction.

(e) where the Player is scheduled to play in a different form of the Game to that from which the sanction arises and those Matches in the otherform of the Game fall within the period of the suspension, those Matches shall be taken into account for the purposes of the suspension if they meet all of the criteria set out in this Regulation 17.21.3 save that in the case of a Player whose suspension arises from a fifteen-a-side Match, only tournaments or Series of Matches inan abbreviated form of the Game which have been sanctioned in accordance with Regulation 16 shall be taken into account and, in such case, each tournament or Series of Matches played over a weekend shall be considered to equate to one week for the purposesof calculating the suspension of a Player arising from a fifteen-a-side Match.

Players shall not be free to participate in rugby activities which a Disciplinary Committee or Judicial Officer (or, as applicable, Appeal Committee or Appeal Officer) has considered do not meet the criteria in thisRegulation 17.21.3 and thus have not been included as a week for which the Player is suspended.

1.8.4 The following principles shall apply to the imposition of decisions on sanctions and suspensions under this Regulation 17:

(a) sanctions and suspensions shall be applied immediately and may not be suspended;

(b) sanctions and suspensions shall be recognised and applied universally by Unions, Associations, Tournament Organisers and their constituent bodies; and

(c) Players subject to a suspension may not play the Game (or any form thereof) or be involved in any on-field Match day activities anywhere from the time they are Ordered Off, cited or where Regulation 17.9.4 applies (accumulation of Temporary Suspensions and Citing Commissioner Warnings) until their suspension expires or their case is dismissed.

1.8.5 In respect of offences not referred to in the World Rugby Sanctions below, appropriate sanctions may be imposed at the discretion of the relevant Disciplinary Committee, Judicial Officer, Appeal Officer and/or Appeal Committee.

1.8.6 Notwithstanding the World Rugby Sanctions and/or the provisions of Regulations 17.17 to 17.21 in cases where the Player's actions constitute mid-range or top end 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 Disciplinary Committee and/or Judicial Officer may impose any period of suspension including a suspension for life.

1.8.7 Click here for Regulation 17 Appendix 1 - World Rugby sanctions for foul play

1.8.8 Click here for Regulation 17 Appendix 3 - World Rugby sanctions adjusted for the underage game

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*the Disciplinary Committee or Judicial Officer in imposing any sanction on the Player may take account of such offending as an aggravating factor in determining the appropriate sanction*

**REGULATION 5**

**APPENDIX 3**

**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.

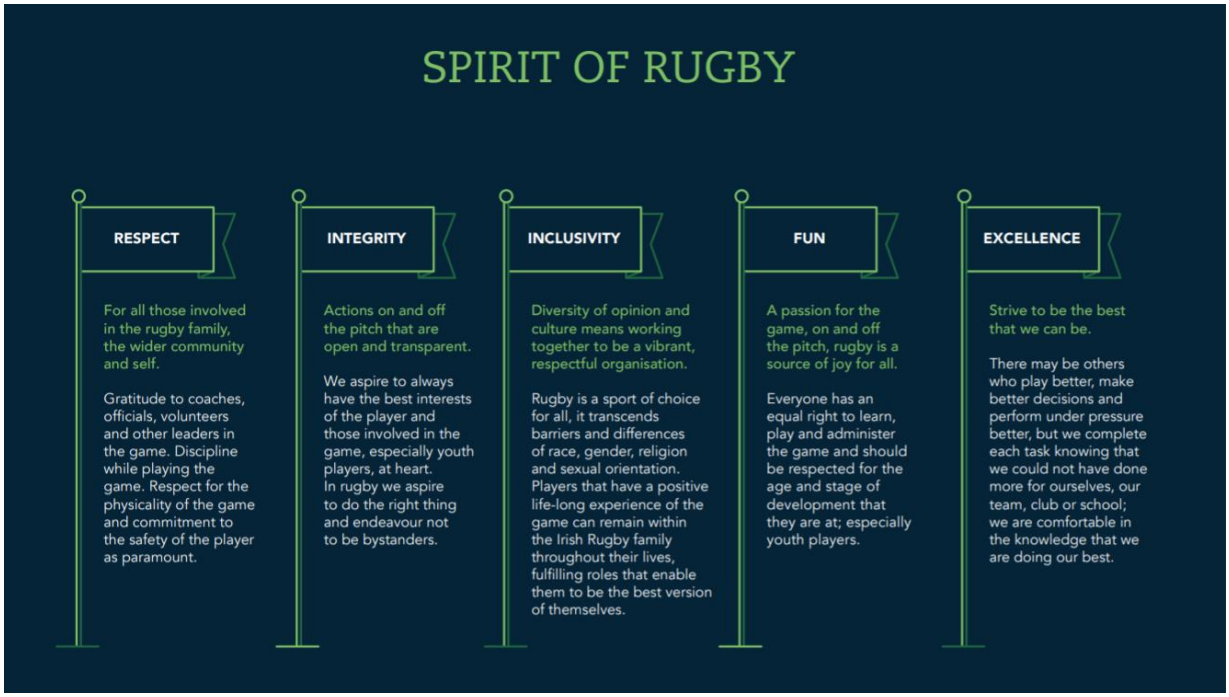
C.4. Any suspension must be imposed until a stated date which should be fixed after taking into consideration all consequences of such suspension.

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.

**REGULATION 5**

**APPENDIX 4**

**SPIRIT OF RUGBY CHARTER**



**REGULATION 5**

**APPENDIX 5 – IRFU CITING FORM**

# IRFU RUGBY CITING FORM

| | | | |
|---|---|---|---|
| Player Name | | Player No: | |
| Club | | Player Position | |
| Match Level | | Date of Match | |
| Venue | | Final Score | *Home* *Away* |
| Citing Club | | | |
| Referee | | | |

| | |
|---|---|
| Law Number and Description of Law Player Cited Under | Select Offence From Drop-Down List |
| Period Offence Occurred | 1st Half ☐ 2nd Half ☐ Extra-Time ☐ |
| Elapsed Time In Half | |

Please Provide a Full and Detailed Account of the Alleged Incident *(Continue on separate page if required)*

Relevant Documents Enclosed/Attached* *(please tick)*

- Medical Report(s) ☐
- Player Statement ☐
- Witness Statement(s) ☐
- Video Evidence ☐
- Photographic Evidence ☐
- Other Relevant Documents *(please specify)*:

| | | | |
|---|---|---|---|
| Name | | Date | |

All citing forms should be returned by the club Honorary Secretary
A cited player may continue to play games until suspended by a Hearing Committee.
Provincial regulations should be checked for the correct citing process to be followed.

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

### 6.1 Definitions

Save whereas set out in the Definitions of the Laws of the Union the following definitions shall apply and where the context so admits or requires words denoting the singular include the plural and vice versa and words denoting any gender include all genders:

"Club Affairs Committee" means the committee established by the Union to manage and oversee all matters contained within this Regulation, including and especially any alleged breach of Regulation 6.6.

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

"Disciplinary Committee" and "Committee of Appeal" mean the Disciplinary Committee and Committee of Appeal of the Union as defined in Regulation 5.

"Player" means any player of the Game whether male or female who is registered, intends to register or is required to register as a playing member of a club affiliated to the IRFU in order to play the Game within the jurisdiction of the IRFU.

"Material Benefit" means money, consideration, gain, gift or other benefit or advantage whatsoever (to include but not limited to provision of accommodation whether residential or otherwise, or payment of or contribution to rent, reimbursement or discharge of loans, whether student or otherwise, provision of a vehicle for the Player's use) promised or given to a Player or any Third Party, directly or indirectly or in a fiduciary capacity on behalf of such Player, whether in cash, in kind or otherwise, by a Club or any Third Party for having participated in or undertaken or agreed to participate in any game of Rugby Football (including, for the avoidance of doubt, any win or performance related bonus), 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 Competitions 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.

"Third Party" means where the context admits or requires a Player's spouse, partner, any member of his immediate family, or any other individual, body corporate, partnership (or any other entity or body whether incorporated or not).

"University Club" means a Club which is in any way affiliated to or associated with (whether by name or otherwise) a third level Education Institution or receives funding from such an Institution

6.2 **Regulations**

6.2.1 The Club Affairs Committee shall have power to investigate any matter arising in relation to the application or breach of Regulation 6 and without prejudice to Regulation 6.7.4 if it deems it appropriate refer any such matter to the Disciplinary Committee

6.2.2 All Branches, Clubs and Players shall be deemed to have full knowledge and understanding of the provisions of Regulation 6 and shall be bound to comply with same.

6.2.3 Every Club shall be responsible for distributing, informing and explaining Regulation 6 to its Players in a timely manner and where a dispute arises the Club shall provide evidence that this responsibility has been fully discharged.

6.2.4 Notwithstanding the provisions of Regulation 6.2.3 in the event that a Player is found to have acted (or omitted to act) in breach of the provisions of Regulation 6 he shall be held personally responsible and liable to disciplinary sanction over and above any sanction that may be imposed upon his (or any other) Club in respect of the said breach.

6.2.5 Each Player shall fully co-operate when required to attend at or assist with any Club Affairs Committee investigation and to attend at or assist with any Disciplinary Committee hearing concerning an alleged breach of the provisions of Regulation 6 even if he or his club is not directly affected.

6.2.6 Failure on the part of any member of a Club (whether a playing member or a non-playing member) to fully co-operate in accordance with the provisions of Regulation 6 shall be considered an act of misconduct in itself and the Player or member in question may be referred to the Disciplinary Committee for consideration as to the imposition of an appropriate sanction.

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 in RugbyConnect in accordance with the following provisions.

6.3.2.1 By 1st October in each year, all adult Players shall be registered in RugbyConnect and be in possession of a Registration Number. Thereafter all new Players shall be registered before playing the game.

6.3.2.2 By 1st October in each year, all age grade Players up to and including Under 18 category shall be registered and be in possession of a Registration Card and Registration Number.

6.3.2.3 By 1st October in each year, 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.

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 registration of a Player under 18 years of age shall be signed by the Player's parent / guardian

6.3.6 A Player who is attending school may be registered with both a club and a school.

6.3.7 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.

6.3.8 All Players when registering with a Club (whether on first registration or on transfer to a Club) shall be required to confirm that they are familiar with the provisions of Regulation 6 and that he will neither seek nor accept any Material Benefit either from his club or from any Third Party in consideration for his/her playing services.

6.4 **Eligibility**

Save and except as 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 National Competitions Committee (NCC) 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 transfer in RugbyConnect has been completed by all parties, namely, the Player, the Former Club, the New Club and approved by the relevant Branch. The Club Affairs Committee may in its absolute discretion review and investigate any issues or concerns it may have in relation to the proposed transfer.

6.4.5 In special circumstances a Branch or the NCC 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 NCC

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 No Material Benefit shall be offered to any Player in order to induce that Player to move from one Club to another Club. Neither shall any Player who is attending school be offered Material Benefit in order to persuade or induce that Player to become a member of a Club. The Club Affairs Committee may in its absolute discretion review and investigate any issues or concerns it may have in relation to any approach to or movement of a Player.

6.5.2 A Player registered with a Club who wishes to move to a different Club (AIL only) shall first give written notice to the Club with whom he is currently registered (his "Former Club") and shall thereafter comply with the conditions set out below.

6.5.3 The notice referred to in 6.5.2 shall be in the form set out in Part 1 of the Transfer Form provided in Appendix 1 and shall be signed by the Player and delivered to the Secretary or Director of Rugby or Head Coach of the Former Club as required in 6.5.4 below, and shall be signed by the person in the Former Club to whom it is delivered by way of receipt, dated and returned immediately to the Player. The Former Club may retain a copy.

6.5.4 A Player must give notice of his intention to move Clubs before 15th June if the Player's Former Club is an All-Ireland League Club, or before 1st September if the Player's Former Club is a Non All Ireland League Club.

6.5.5 Where the Former Club and the New Club agree to the Player moving Clubs then notice is not required to be given to the former Club by the dates laid down in 6.5.4.

6.5.6 If the Player wishes to be registered with a New Club, they must confirm when completing the transfer in RugbyConnect that no Material Benefit and/or Signing on Money has been paid or agreed to be paid directly or indirectly to the Player transferring to the New Club.

6.6 **Payments to Players**

6.6.1 No Material Benefit shall be offered or paid by a Club to any Player. For the avoidance of doubt, this includes the payment of Signing on Money or Retention Money. The Club Affairs Committee may in its absolute discretion review and investigate any issues or concerns howsoever arising it may have regarding the payment or possible payment of Material Benefit and may impose sanctions pursuant to Regulation 6.7.4.

6.6.2 Notwithstanding the above, the following benefits may be paid:

6.6.2.1 Reimbursement of vouched expenses for reasonable travel and subsistence incurred solely and directly in relation to official Club training and or matches, which:

(i) comply with any directive issued by, and

(ii) do not exceed the levels set by the IRFU Union Committee from time to time;

6.6.2.2 A University may provide a Player with a bona fide academic bursary or scholarship as a student at that University. However, a University Club must supply to the Union full details of all students receiving such a bursary or scholarship before 1st November in each year;

6.6.2.3 Any Material Benefit agreed between a Player and the Union, or between a Player and a Branch.

6.6.3 A Club may provide Players with reasonable and necessary rugby kit and with reasonable refreshments immediately before and after games.

6.6.4 This Regulation 6.6 shall not apply to a Player (who may or may not be an overseas player within the meaning of regulations governing the All Ireland League) who is also actively engaged as first team coach in coaching the first team of the Club, provided that:

6.6.4.1 The Club supplies to the Union details of such Player's contract before commencement of the All-Ireland League in each season;

6.6.4.2 Such contract is approved by the Union Committee or its appointed delegate;

6.6.4.3 The Player holds a coaching qualification of a minimum standard to be determined by the Union from time to time;

6.6.4.4 No more than one Player is engaged and remunerated by the Club in this manner at any one time.

6.6.5 At its Annual General Meeting each Club shall be required to gain its members' approval of any expenses and other benefits (subject always to the provisions of 6.6.1) paid to Players both during the preceding season (or any close season) and which are due to paid in the forthcoming season. Written evidence of such approval shall be provided to the Union at the same time as the certificates required under 6.6.6 below.

6.6.6 All expenses and other benefits paid to Players (including under 6.6.2 and 6.6.4) 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 31st August immediately following such season, statements in the form of Appendix 2 annexed hereto, in relation to the payments and benefits paid by the Club to Players for such season.

6.7 **Procedure in respect of an alleged breach of Regulation 6**

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.

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 competition or competitions shall be entitled to make a complaint to the Union concerning the alleged breach in accordance with Regulation 9.

6.7.3

6.7.3.1 Any Branch, Club or Player shall be entitled to present a written complaint concerning an alleged breach of Regulation 6.6 to the Rugby Administration Manager of the Union for referral to the Club Affairs Committee in accordance with these regulations.

6.7.3.2 Where such complaint is made by a Branch, there must first have been a process of reasonable review to establish the reasonableness of the complaint, and the complaint must be signed by the Secretary or acting Secretary of the Branch.

6.7.3.3 Where such complaint is made by a Club, it must be signed by the Secretary or acting Secretary of the Club and accompanied by a payment of €500. It is within the discretion of the Club Affairs Committee to refund or waive this payment if it deems it appropriate to do so.

6.7.3.4 Where such complaint is made by a Player or Players, it must be signed by the Player or Players and accompanied by a payment of €100. The Union shall use all reasonable endeavours to protect the anonymity of any Player who makes a complaint under this Regulation. It is within the discretion of the Club Affairs Committee to refund or waive this payment if it deems it appropriate to do so.

6.7.3.5 All complaints must be accompanied by appropriate supporting evidence, which may include but not be limited to documents, photographs and signed witness statements.

6.7.3.6 The Club Affairs Committee shall reserve to itself in its absolute discretion the right to determine whether to investigate any complaint made under this Regulation. The Club Affairs Committee may also investigate any matter raised under Regulations 6.7.1 and 6.7.2 provided that it recognises that the authority to determine such matters lies with, respectively, the Branch and the League Sub Committee.

6.7.4 In the event that the Club Affairs Committee has investigated an alleged or possible breach of Regulation 6.6, whether pursuant to Regulation 6.6.1 or Regulation 6.7.3.6 and has found on the balance of probability that a breach of Regulation 6.6 has been committed, it shall be entitled in its absolute discretion to impose any one or more of the following sanctions or penalties on the offending 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 another club or clubs, of the competition points for a match or matches;
(v) The deduction of competition points;
(vi) Such other penalty or sanction as may be deemed appropriate;
(vii) A payment of costs.

6.8 **Appeals**

6.8.1 Any decision made pursuant to this Regulation 6 by:

(i) The Club Affairs Committee or
(ii) The Disciplinary Committee or
(iii) The League Sub Committee

6.8.2 Any decision made pursuant to this Regulation 6 by 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 2**

**STATEMENT IN RELATION TO MATERIAL BENEFITS**

**PROVIDED TO PLAYERS**

**_____ RFC** (Name of Club)

**Part 1:**

In accordance with the responsibilities conferred upon us by the Constitution of the Club, and to the best of our knowledge and belief, we the undersigned hereby state that:

(i) We have read and understand the Union's Regulations relating to the registration, eligibility, movement and payment of Club players.

(ii) No Material Benefit, No Match Fees and No Win Bonuses, save those permitted by the regulations and listed hereunder, have been paid, promised or given by any third party to any player in the Club during the past season.

(iii) 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 in return for playing for or transferring to the Club.

(iv) All expenses and other Material Benefits paid to Players during the past season and which are due to be paid in the forthcoming season have been approved by the Club membership in Annual General Meeting.

**Part 2:** **to be completed by the Club's Treasurer** (but signed by all parties below)

In accordance with the responsibilities conferred upon me by the Constitution of the Club, and to the best of my knowledge and belief, I the undersigned hereby certify that only the following benefits and vouched expenses for training, playing or being selected for the team or a substitute on the bench have been paid or promised to the following players during the season, and have been approved by the Club membership in Annual General Meeting:

| ***Player-Coach payment*** | |
|---|---|
| Name of Coach: | |
| Coaching qualification: | |
| Total amount of remuneration during the season (gross): | |

<table>
<tr><th colspan="2">Player expenses</th></tr>
<tr><td rowspan="2">Vouched expenses paid during the past season:</td><td>Financial:</td></tr>
<tr><td>Non-financial benefits:</td></tr>
<tr><td>List of players in receipt of vouched expenses / benefits during the past season:</td><td></td></tr>
<tr><td rowspan="2">Vouched expenses agreed to be paid during the forthcoming season:</td><td>Financial:</td></tr>
<tr><td>Non-financial benefits:</td></tr>
</table>

| | |
|---|---|
| Any other payments or benefits paid or agreed which may fall within the scope of IRFU Regulation 6 | |

Club Secretary: Name: _____

Signed: _____

Date: _____

Club Treasurer

Name: _____

Signed: _____

Date: _____

Director of Rugby/Head Coach:

Name: _____

Signed: _____

Date: _____

## 7. REGULATIONS RELATING TO THE IRISH EXILES

### INTRODUCTION

(a) In 1990 the Union Committee 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 Union Committee on the recommendations of (1) the President of the Union, (2) the Union Committee's member of the Exiles Sub-Committee as hereinafter provided and (3) the Exiles Sub-Committee's representative on the Union Committee as hereinafter provided.
(b) Consist of the following: Chaired by the IRFU Vice-President. Union delegate from the 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 Union Committee, Treasurer and Honorary Secretary; Chairs of Taskforces and Co-opted members of the management.

2. Subject to the approval of the Union 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 Union 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 Union Committee.

## 8. REGULATIONS RELATING TO ANTI-DOPING AND ANTI-CORRUPTION.

8.1 The Irish Rugby Football Union Anti-Doping Regulations are the Irish Anti-Doping Rules and for international rugby, Regulation 21 of World Rugby. These rules may be amended from time to time

8.2 The Irish Rugby Football Union Anti-Corruption Regulations are World Rugby Regulation 6 "Anti-Corruption and Betting" which came into force on 3rd January 2013, as amended from time to time. The regulations contained in the said World Rugby Regulation 6 shall have effect and be construed as Regulations of the Irish Rugby Football Union.

## 9. THE ALL IRELAND LEAGUE AND BATEMAN CUP

9.1 Regulation 9 interalia governs the All Ireland League and Bateman Cup. The full provisions of the Regulation (with any amendments thereto) will be published on the IRFU website [AIL Regulations] at the commencement of each season and shall have full effect as if they were incorporated in full in the body of these regulations.

## 10. REGULATION RELATING TO SAFEGUARDING.

Every Branch, Association and Club shall appoint a Club Welfare Officer who shall be responsible for ensuring compliance with the Union's Safeguarding Policy and Guidelines for the purposes of implementation of the Child Safeguarding Statement, Children First Guidance, Sport Ireland's Safeguarding Guidance and in Northern Ireland the Club Framework for Safeguarding Standards .

## 11. **REGULATIONS RELATING TO AGENTS**

### 11.1 **Purpose of the Regulation**

11.1.1 The purpose of these Regulations is to create a regulatory framework to help ensure a minimum level of standard and quality control in the activities of rugby agents with the ultimate aim of driving standards upwards with education, up-skilling and integrity being at the forefront.

11.1.2 These Regulations are intended to benefit Registered Agents, Clubs and Players by seeking to ensure that agents operating in or conducting business in the Home Unions are of good standing, uphold the values integral to the Game and do not operate in such a way as may negatively impact upon Players, Clubs, legitimate and reputable Registered Agents and/or upon the reputation of the Game.

### 11.2 **Definitions**

11.2.1 The definitions set out in these Regulations shall have the following meanings: "Agent" means any person who carries out or seeks to carry out Agency Activity.

"Agency Activity" means acting in any way and at any time in any Home Union in the capacity of agent, representative or adviser to a Club or Player, either directly or indirectly, in the negotiation, arrangement or execution of any employment transaction or employment contract negotiation, which also includes any such activity carried out by agents based outside of the Home Unions.

"Club" means a club admitted into membership of or affiliated to any one of the Home Unions in accordance with that Home Union's Rules and it includes any union, region, province, branch, league, combination or association of such clubs authorised by that Home Union's Rules.

"Home Union(s)" means the three Home Unions being the Irish Rugby Football Union (IRFU) the Rugby Football Union (RFU) and The Welsh Rugby Union Limited (WRU) or any of them, and as applicable, such other authorised administrator or representative body that may be authorised by a Home Union in respect of the implementation of these regulations.

"Registered Agent" means an Agent who is registered with any one or more of the Home Unions.

"Registering Union" means the Home Union(s) holding any such registration or with whom any such registration is sought, and which shall be the primary place where the Agent carries or intends to carry out the Agency Activity.

"Rules" means the respective laws, rules and/or regulations that may be in force in each of the Home Unions. In respect of the IRFU, the relevant Home Union's Rules are the "Irish Agent Registration Rules" as set out in Appendix 2 to this Regulation 11.

5.5.3 Any other defined terms in these Agents Regulations will bear the same meaning as those defined in the World Rugby Regulations.

11.3 **Application and enforcement of Regulations**

11.3.1 These Regulations apply to the Home Unions, members and officials of the Home Unions, all Clubs, constituent bodies, Club officials, members, and employees, Registered Agents and Players.

11.3.2 Registered Agents must abide in all respects with these Regulations, the Rules of each Registering Union and the World Rugby Regulations.

11.3.3 Principals, whether Clubs or Players or otherwise, may be held liable for the acts or omissions of Registered Agents instructed by them.

11.4 **Obligations on Clubs and Players in relation to Agents**

11.4.1 Clubs or Players wishing to appoint a person to act for them in relation to any approach, negotiation, arrangement or execution of any employment transaction, transfer or registration of any Player with a Club may only appoint a Registered Agent.

11.4.2 Clubs may only deal with the following persons in relation to the transfer, employment or registration of a Player:

(a) the Player himself;
(b) the other Club; or
(c) a Registered Agent.

11.4.3 Clubs and Players must procure that the Registered Agents appointed by them agrees to be bound by and abide by these Regulations and the Rules of their Home Union and must use all reasonable endeavours to ensure that such a Registered Agent appointed to act for them complies therewith.

11.4.4 When a Player enters into an agreement with a Club (or if centrally contracted, with a Home Union) and an Agent has been acting for either the Player or the Club/Union, all parties including the Player, the Club and the Agent must: (a) sign the Statement by the Player's Agent in the Player's Club agreement and include the Agent's registration number; or (b) sign the separate agent declaration form that accompanies the Player's agreement.

11.5 **Conditions of Registration**

11.5.1 All Agents carrying out Agency Activity in any of the Home Unions must register (and continue to be registered) as a Registered Agent in accordance with the application and renewal process set out in Regulation 11.9 and 11.10.

11.5.2 Registered Agents must at all times conduct themselves in an ethical manner and shall observe the highest standards of integrity and fair dealing.

11.5.3 Registered Agents are under a duty not to allow the Game to be brought into disrepute and must agree to provide such assistance and cooperation as may be required by the relevant regulatory authority in relation to any regulatory investigations.

11.5.4 Registered Agents must not act for more than one party in any one transaction and shall disclose in writing to their principal any relevant formal or informal relationships (including, for example, any such relationships with insurance providers and independent financial advisers) that they may have or have had with any other party to a transaction, such disclosure to be made as soon as reasonably practicable and in any event within 14 days of the Agent becoming aware of any such relationship.

11.5.5 Registered Agents must act in good faith in all discussions, negotiations and transactions. They must also disclose in writing the identity of their principal in any relevant discussions, negotiations or transactions.

11.5.6 Registered Agents must comply with all applicable relevant legislation relating to their conduct and the performance of their role as Agents as may apply within the jurisdictions in which they are operating including without limitation the Conduct of Employment Agents and Employment Businesses Regulations 2003 or such similar or equivalent legislation within the relevant jurisdiction.

11.5.7 Registered Agents may describe themselves as "Registered Agents" or as "registered with the IRFU/RFU/WRU" (as the case may be) and quote their registration number (if applicable) but may not:

(a) refer to their registration in any other way; or
(b) seek to promote their business by claiming or implying that they have been vetted or approved or regulated by any of the Home Unions in any other way.

11.5.8 Registered Agents must not aid a Club or a Player in allowing a Player to receive any Material Benefit, payment or benefit in kind which is paid or otherwise provided to a Player which is not listed in a written contract and disclosed to the relevant parties as required under these Regulations and/or any salary cap regulations operating in the relevant Home Union.

11.5.9 Where an agency firm or company has more than one Registered Agent, any and all such Registered Agents must act on behalf of the same party to a transaction or contract negotiation. An agency firm or company with more than one Registered Agent may act for more than one Player where there is a transfer involving more than one Player. Registered Agents shall use

reasonable endeavours to ensure that the agency firm or company with which they are employed or retained comply with these Regulations in relation to Agency Activity carried out by a Registered Agent.

11.5.10 Registered Agents are registered personally by the Registering Union and may not transfer or delegate their registration to any other person or any other entity.

11.5.11 Registered Agents must keep and maintain appropriate professional accounts in accordance with best accounting practice, and in the event of an investigation by a Registering Union into breaches of these Regulations must make available to the Registering Union undertaking such investigation such accounts and all relevant books and records.

11.5.12 Registered Agents must at all times have in place appropriate professional indemnity insurance with a reputable insurer to a level determined by the Registering Union. Registered Agents must disclose their insurance arrangements if requested by the Registering Union.

11.5.13 Registered Agents must at all times meet the criteria set by the Registering Union and all Registered Agents agree and confirm the following:

(a) that they are of good character and reputation;
(b) that they do not have any conviction for any offence involving dishonesty or deception;
(c) that they are not undischarged bankrupts;
(d) that they are not disqualified from acting as a director of or otherwise from being involved with a company pursuant to the relevant legislation governing disqualification of company directors within the jurisdiction of the Registering Union (as may be more specifically identified or referred to in the Rules of the Registering Union)
(e) that they are not subject to an order under Section 429(2)(b) of the Insolvency Act 1986 as a result of having failed to make payments required by an administration order or an order under any similar or equivalent legislation of like affect or intention within the jurisdiction of the Registering Union (as may be more specifically identified or referred to in the Rules of the Registering Union);
(f) that they have not in the previous ten years, been censured or disciplined (in the UK, the Republic of Ireland or otherwise) for a serious offence (to be judged in the absolute discretion of the Registering Union) or had their membership revoked by any regulatory or professional organisation in relation to any applicable business or professional activities;
(g) that they are not an official or employee of any professional or semi-professional rugby club in any Union, or any person in an official position with any Home Union or hold more than 5% of the issued share capital of any professional or semi-professional rugby club in any Union.

11.6 **Registered Agents/Players contracts**

11.6.1 Registered Agents must use either: (i) the Registering Union's model agent contract; or (ii) an alternative contract that complies with these Regulations and World Rugby Regulation 5 for all agreements between Players and Registered Agents and contains all of the conditions prescribed by the Home Unions as set out at Appendix 1.

11.6.2 No contract between a Player and a Registered Agent shall have a term exceeding two years, and no such contract shall be assignable or transferable to any other person without the Player's consent.

11.6.3 Registered Agents must advise in writing any Player with whom they are proposing to enter into an agency contract to obtain independent advice prior to execution of any such contract.

11.6.4 Where requested by the Registering Union Registered Agents shall submit to the Registering Union within 28 days of a written request the full contract including any annexes and variations.

11.7 **Remuneration of Registered Agents**

The principal for whom the Agent acts shall be responsible for payment of the fees or other remuneration of the Agent but this shall not prevent a third party paying the Agent on such principal's behalf. The basis on which any fees or other remuneration is to be calculated must be reasonable and shall be clearly stated in writing.

11.8 **Approaches**

11.8.1 Registered Agents must not take any steps (including the making of public statements) intended to induce any person to act in breach of any Rules of a Home Union or in breach of his or her written agreement with the Home Union or any Club or any other Registered Agent.

11.8.2 Registered Agents must not, when acting for a Player who is under contract with a Club, without the written consent of that Club, whether directly or indirectly, communicate with or approach another Club or any other person with the object of negotiating or arranging a transfer of the Player at the expiry of the period of that Player's contract, save to the extent that the Rules of any Home Union provide otherwise.

11.8.3 Registered Agents must not, when acting for a Club to whom a Player is contracted, without the written consent of the Player, whether directly or indirectly, communicate with or approach another Club or any other person with a view to procuring the transfer of that Player.

11.8.4 Registered Agents must not make any offer of contract, provide any letter of intent or offer any inducement to any Player under the age of 18 or to any parent, guardian, trustee or other person of such Player, except in the case of Players aged 16 or more where a contract is offered under which the only material consideration provided to the Player is in the form of a non-refundable

financial grant to be applied only for the purposes of the Player's academic and/or vocational training for a period of 12 months or longer.

11.9 **Registration of Agents**

11.9.1 In order for a person to become registered as a Registered Agent that person must:

(a) apply to one of the Home Unions and comply with the relevant application procedure of that Registering Union. The Registering Union of the Agent is determined by the primary place where the Agent carries out or intends to carry out the Agency Activity;
(b) pay the relevant registration fee prescribed by the Registering Union;
(c) provide evidence that the Registered Agent has the appropriate professional indemnity insurance in place with a reputable insurer to the level determined by the Registering Union;
(d) agree to be bound by and abide in all respects with these Regulations, the Rules of each Registering Union and the World Rugby Regulations and to submit to the jurisdiction of the Registering Union and the other Home Unions;
(e) complete and pass a written test (the format and frequency of such test to be determined by the Registering Union);
(f) upon request, sit an interview with the Registering Union; an
(g) satisfy the conditions set out in Regulation 11.5 and such other conditions as may be determined by the Registering Union.

11.9.2 If an Agent's application to a Registering Union is accepted and that Agent is admitted as a Registered Agent, that Registered Agent shall be automatically be deemed to be a Registered Agent within the other Home Unions' jurisdictions.

11.9.3 Each Home Union shall maintain a central public register of Registered Agents and Registered Agents must ensure that they inform the Registering Union of any change in their details which would require an amendment to the register.

11.9.4 Any Home Union may publish any decision made in accordance with these Regulations including the name and any other relevant information in relation to any disciplinary or appeal decision.

11.10 **Renewal of Registration**

11.10.1 In order to remain a Registered Agent the Registered Agent must:

(a) comply with the relevant renewal procedure of that Registering Union;
(b) pay the annual renewal fee as prescribed by the Registering Union;
(c) provide evidence that the Registered Agent has the appropriate professional indemnity insurance in place with a reputable insurer to the level determined by the Registering Union;
(d) agree to be bound by and abide in all respects with these Regulations, the Rules of each Registering Union and the World Rugby Regulations and to submit to the jurisdiction of the Registering Union and the other Home Unions;

(e) attend each year a mandatory Registered Agents Professional Development training seminar organised by a Home Union;
(f) complete and pass a written test (the format and frequency of such test to be determined by the Registering Union);
(g) upon request, sit an interview with the Registering Union; and
(h) satisfy the criteria set out in Regulation 11.5 and such other conditions as may be determined by the Registering Union.

11.10.2 Any failure by a Registered Agent to comply with the above-mentioned renewal terms will cause that Registered Agent to no longer be registered with the Registering Union and the other Home Unions.

11.11 **Cessation of Registration**

11.11.1 If for any reason any Registered Agents cease to be registered by a Registering Union they will:

(a) immediately cease to be registered with the other Home Unions;
(b) cease to hold themselves out as Registered Agents with any of the Home Unions;
(c) not by any act or omission mislead (or allow to be misled) any third party into thinking that the they are a Registered Agent;
(d) inform all applicable clients that they are no longer Registered Agents and that they can therefore no longer act for them as a Registered Agent in any matter that pertains to registration as an Agent; and
(e) shall not undertake any Agency Activity of any kind.

11.11.2 An applicant whose application is rejected may appeal to the appropriate appeal panel of the Registering Union. All such appeal hearings shall be carried out in accordance with the Registering Union's disciplinary procedures set out in its Rules and the appeal panel shall decide whether the application has been rejected fairly or unfairly according to the criteria and procedures set out in these Regulations.

11.11.3 If an application is rejected and the applicant does not appeal, the applicant will be barred from re- applying to become a Registered Agent of that Registering Union for two years from the date of the formal notification of the rejection save that the Registering Union may increase or decrease this two-year period if it considers it appropriate. The Registering Union shall notify all other Home Unions of any such barring.

11.12 **Agents based outside of the Home Unions**

Agents operating from another country outside the Home Unions but carrying out Agency Activity within or relating to Clubs and/or Players moving to and from Clubs within the Home Unions must either operate through a Registered Agent or undergo the same application and renewal process set out in Regulations 11.9 and 11.10 as applicable to all Agents based in the Home Unions and these Regulations shall apply accordingly.

11.13 **Discipline**

11.13.1 Any breaches of these Regulations may be investigated by the Registering Union (and/or such other Home Union as may be agreed between the Home Unions) and disciplinary proceedings in respect of a breach shall be conducted in accordance with the Registering Union's disciplinary procedures set out in its Rules or such other Home Union's disciplinary Rules as may be agreed between the Home Unions on a case by case basis. Any disciplinary action arising out of a breach of these Regulations shall be conducted in the Registering Union where that breach has occurred unless otherwise agreed by the Registering Union.

11.13.2 Subject to any right of appeal and save as otherwise set out in Regulation 11.13.4 below, the Registering Union (and/or such other Home Union as may be agreed between the Home Unions) shall be entitled to impose such sanction and penalties as it deems necessary and appropriate in respect of the relevant breach of the Regulations.

11.13.3 In addition, Registered Agents are subject to the jurisdiction of World Rugby in respect of matters arising out of international transactions and/or a breach of any regulation that is of an international nature and to the imposition and enforcement of penalties by World Rugby or Home Union in accordance with World Rugby Regulation 5. This does not preclude the Home Unions or any of them from taking such action as set out in Regulation 11.13.1 above as it considers appropriate.

11.13.4 Without prejudice to any of the above Regulations, where it is determined by the Registering Union that a party has not complied with the Regulations as set out below, the Registered Agent hereby agrees that the Registering Union shall be entitled to impose the fixed sanctions set out below in respect of that breach:

| REGULATION BREACH | FIXED SANCTION |
|---|---|
| Non-attendance to seminar on **one** occasion during total registration term | Monetary fine at such level as is determined by the relevant Registering Union, up to a maximum of £1,000 (or Euro equivalent)<br><br>Such decision will be final and binding. |

| | |
|---|---|
| Non-attendance to seminar on **two or more** occasions during total cumulative registration term | Sanction to be determined by a disciplinary panel appointed by the relevant Registering Union<br><br>Such decision will be final and binding unless the agent's registration has been terminated or suspended in which case there shall be a right of appeal in accordance with the Registering Union's disciplinary procedures set out in its Rules |
| Failure to comply with Regulation 11.6.1 by using non-compliant Agent/Player contract – **first occasion** | Monetary fine at such level as is determined by the relevant Registering Union up to a maximum of £5,000 (or Euro equivalent) |
| | Such decision will be final and binding. |
| Failure to comply with Regulation 11.6.1 by using non-compliant Agent/Player contract – **second occasion** | Sanction to be determined by a disciplinary panel appointed by the relevant Registering Union<br><br>Such decision will be final and binding unless the agent's registration has been terminated or suspended in which case there shall be a right of appeal in accordance with the Registering Union's disciplinary procedures set out in its Rules |
| Failure to comply with Regulation 11.6.1 by using non-compliant Agent/Player contract – **third occasion** | Termination of registration with immediate effect<br><br>(subject to right of appeal in accordance with the Registering Union's disciplinary procedures set out in its Rules) |
| Failure to comply with Regulation 11.6.4 by not submitting full copy of Agent/Player contract within 28 days of written request | Failure to comply within 28 days of written request - Monetary fine of £100 (or Euro equivalent)<br><br>Failure to comply within a further 28 days - Sanction to be determined by a disciplinary panel appointed by the relevant Registering Union<br><br>Such decision will be final and binding unless the agent's registration has been terminated or suspended in which case there shall be a right of appeal in accordance with the Registering Union's disciplinary procedures set out in its Rules |

| | |
|---|---|
| Failure to comply with Regulation 11.4.4 by not signing Player's Club Agreement or Agent Declaration Form | Monetary fine at such level as is determined by the relevant Registering Union<br>Registering Union up to a maximum of £1,000 (or Euro equivalent) payable by each non-compliance party.<br><br>Such decision will be final and binding. |

**APPENDIX 1**

**KEY MANDATORY PROVISIONS TO BE INCLUDED IN ALL REGISTERED AGENTS' AGREEMENTS WITH PLAYERS (IF NOT USING IRFU, RFU, WRU MODEL CONTRACT).**

The following provisions must be included in any representation agreement between a Registered Agent and a Player:

1. The Agent is a licensed registered Agent with the IRFU, RFU or WRU and acts as an employment agent in an applicable transaction.
2. The Agent agrees to act as the Player's agent in order to represent the Player's interest in any transaction.
3. The Agent will not enter into any contract on behalf of the Player or bind the Player in any way without first obtaining the Player's approval (preferably written) of the terms of such contract or other binding arrangement
4. The Agent must disclose in writing to the Player any relevant formal or informal relationships the Agent may have or have had with any other party to a transaction within 14 days of the Agent becoming aware of any such relationship.
5. The Agreement must be for a fixed term of a maximum of 2 years and there should be no automatic roll-over or renewal provision.
6. The Agent agrees to comply with the generally recognised and accepted standards for the provision of professional sports management services, acting with due care, skill and diligence, and at all times with good faith and in the best interests of the Player
7. The Agent agrees to comply in all respects with the IRFU, RFU or WRU's Rules, Regulations and World Rugby Regulations and Byelaws as amended from time to time and all applicable Laws and Regulations.
8. Either before or at the time of confirming any offer of employment to the Player, the Agent will supply the Player with the information listed below and ensure that this information is set out in the Player's employment contract:

    (a) the date on which employment would begin;
    (b) the duration or likely duration of employment;
    (c) the termination or reduction of earnings provisions relating to incapacity through injury and illness;
    (d) any expenses payable by or to the Player;
    (e) the minimum rate of remuneration and any other benefits which the Club would offer, and the intervals at which the Player would be paid;
    (f) the length of notice which the Player would be required to give, and entitled to receive in order to terminate the employment; and
    (g) any material provisions in the contract which could adversely impact on the Player.
9. The Agent will (without liability for the quality of any third-party services accessed and arranged) advise the Player to obtain independent advice prior to execution of any Agreement.
10. The Agent agrees:

(a) to keep the Player fully informed and regularly report (in writing if requested) in relation to any activities carried out by the Agent on the Player's behalf, including:
    i. providing full details of any negotiations carried out; and
    ii. meeting with the Player personally on a regular basis as may be reasonably requested by the Player;
(b) to maintain confidentiality in relation to the Player's personal and business affairs;
(c) to remain registered with the IRFU, RFU or WRU;
(d) to maintain appropriate professional indemnity insurance against liability arising under or connected with the performance of the Agreement to such level determined by the Registering Union; and
(e) to keep appropriate and adequate professional accounts relating to the performance of the Agreement, and to allow the Player or the Player's representatives to inspect such accounts and relevant records from time to time on reasonable notice.

11. The Agreement may only be assigned or transferred with the Player's written consent.

**APPENDIX 2**

**IRISH AGENT REGISTRATION RULES**

These Rules are supplemental to the International Rugby Board Regulation 5 (hereinafter "Regulation 5") and the IRFU Regulation 11 (hereinafter the "Regulation 11").

The Irish Agent Registration Board has adopted the following Rules which support Regulation 11 in governing Registered Agents in the island of Ireland.

1. **INTERPRETATION**

1.1 Definitions

In these Rules, unless contrary intention appears:

(a) "Board" means the Irish Agent Registration Board which oversees the Scheme in Ireland;
(b) "Code of Conduct" means the provisions of Regulation 5, Regulation 11 and these Rules;
(c) "Dispute" means a dispute between an Agent and a Player;
(d) "Home Union Agents Board" means the board which oversees Regulation 11;
(e) "Independent Appeals Tribunal" means an independent tribunal appointed by and in accordance with the terms and procedures of Just Sport Ireland
(f) "IRFU" means the Irish Rugby Football Union including its successors and assigns and the said expression shall also refer to any nominees of the IRFU its successors and assigns;
(g) "IRUPA" means the Irish Rugby Union Players Association its successors and assigns and the said expression shall also refer to any nominees of the IRUPA its successors and assigns;
(h) "Player Agent Agreement" means the agreement between a Player and an Agent that regulates the legal obligations between the two parties;
(i) "Provincial Branch" means Connacht Rugby, Leinster Rugby, Munster Rugby or Ulster Rugby;
(j) "Registered" means registered in accordance with Regulation 11;
(k) "Regulations" means both IRB Regulation 5 and the IRFU Regulation 5;
(l) "Rugby Contract" means a contract of employment between the Player and the IRFU and/or a Provincial Branch;
(m) "Scheme" means the Home Unions' Agent Registration Scheme;
(n) "Standard Player Agent Agreement" means the agreement between a Player and an Agent that regulates the legal obligations between the two and in the form as prescribed by the Board and agreed between the IRFU and IRUPA; and
(o) "Standard Player Contract" means the IRFU standard player contract.

In addition to those terms defined under these Rules, where capitalised words are used in these Rules they shall have the meaning defined in the I.R.B. Regulations and Regulation 11. For the avoidance of doubt, should there be any conflict between the interpretation of the defined terms in the IRB Regulations, Regulation 11 and these Rules, the defined terms in these Rules shall prevail.

1.2 Headings

Headings do not affect the interpretation of these Rules.

## 2. **SCOPE OF RULES**

2.1 Compulsory Registration

Players who wish to use an Agent to present, advise, counsel or assist them in individual contract negotiations with the IRFU and or a Provincial Branch and/or seek consent for the use of the Player's intellectual property in commercial property in commercial activities must use a Registered Agent. The IRFU and Provincial Branches will only engage in individual contract negotiations with Registered Agents.

2.2 Registrar of Registered Agents

(a) IRUPA must maintain a register listing the Agents who are currently registered.
(b) The register is to show in respect of each Registered Agent:
   i. Full Name;
   ii. Any business name of the Registered Agent and his/her employer;
   iii. The address of the principal place of business of the Registered Agent;
   iv. Contact details for the Registered Agent;
   v. The date on which he/she was Registered;
   vi. Details of the Registered Agent's professional indemnity insurance;
   vii. Payment of annual fees;
   viii. Attendance of annual Scheme professional development workshops;
   ix. Particulars of any disciplinary action taken against that Agent by the Board; and
   x. A list of the Agents registered in the Home Unions shall be published on the IRUPA websites.

## 3. **REGISTRATION**

3.1 Each Applicant must comply with the conditions set out in Regulation 11.

3.2 The Board will use information submitted by an applicant for Registration for the purposes of determining a candidate's eligibility for Registration.

3.3 Each Registered Agent must disclose to the Board, any change to the information contained in their application form within two (2) weeks of such change.

3.4 If the Registered Agent pays the annual fee and complies with Code of Conduct then Registration shall continue until it is suspended, revoked or cancelled.

3.5 In the event that Registration is suspended, revoked or cancelled, the Agent shall not be entitled to a refund of any fees paid unless paid the Board, in its sole discretion, decides otherwise.

## 4. **APPEALS**

4.1 The Board may deny Registration to any applicant who does not meet the eligibility criteria referred to in Regulation 11. The Board shall notify the applicant in writing if his or her application has been refused and the reason for the refusal. If the applicant is dissatisfied with the Board's decision, then the applicant may appeal to the Independent

Appeals Tribunal (who shall convene to hear and make judgment on appeal against a decision of the Board in relation to a decision by the Board to deny registration of an applicant.

4.2 The Independent appeals Tribunal will also convene to hear and make judgement on appeals against a decision of the Board in relation to any decisions by the Board to suspend, revoke or cancel registration of a Registered Agent.

4.3 The procedure in relation to an appeal is:

(a) the aggrieved party shall notify the Board in writing within 14 days of being notified of the Board's decision that he/she wishes to appeal the Board's decision to the Independent Appeals Tribunal;
(b) the Board must refer the appeal to the Independent Appeals Tribunal within 7 days of receipt of notification of the aggrieved party's decision to appeal;
(c) the Independent Appeals Tribunal must, upon such a reference, notify the relevant parties who shall each have a right to be heard in respect of the dispute;
(d) the Independent Appeals Tribunal, in hearing the appeal, must:

i. give the parties every opportunity to be heard;
ii. allow due consideration by each party of any written statement submitted to the Independent Appeals Tribunal;
iii. ensure that natural justice is accorded to the aggrieved party throughout the dispute resolution process;
iv. shall determine the appeal; and
v. give reasons, in writing for its decision.

The decision of the Independent Appeals Tribunal is final and binding on the parties.

## 5. **SCHEME MANAGEMENT**

5.1 IRUPA on behalf of the Board will be responsible for:

(a) Managing the Scheme within Ireland in accordance with the Code of Conduct;
(b) Accepting applications for Agents wishing to become Registered under these Rules;
(c) Processing all applications for final approval by the Board;
(d) Issuing of an Agent registration number and certificate to all successful applicants;
(e) Performing all acts and doing all things as appear to IRUPA as to be necessary or desirable for the proper management of the Scheme;
(f) Establishing the content, composition of and nature of the annual Agent registration workshop;
(g) Establishing the content, composition of and nature of the online exam; and
(h) Processing complaints about alleged breaches of the Code of Conduct within the island of Ireland.

5.2 The Board will be responsible for

(a) Conducting hearings into alleged breaches of the Code of Conduct;
(b) Final approval of all those candidates who are applying for registration; and
(c) Approval of any amendments to these Rules.

1.3 The Board will be comprised of one member nominated by IRUPA, one member nominated by IRFU, an agent representative and an independent Chairman, to be agreed by all parties.
1.4 The agent representative will not sit on the Board whilst decisions are being determined in accordance with Rule 5.2(a) and 5.2(b).
1.5 The Board will determine matters by majority vote with the Chairman holding the casting vote in the event of a deadlock.
1.6 The Board will meet as often as is necessary to conduct business for the benefit of the Scheme.
1.7 The composition of the Board will be reviewed by IRUPA and the IRFU every two (2) years or such time as agreed in writing between IRUPA and the IRFU.
1.8 Subject to the Code of Conduct, the Board may develop its own operation procedures.

## 6. **DISCIPLINE**

6.1 An Agent, Player, IRFU or a Provincial Branch may notify IRUPA in writing of any alleged breach of the Code of Conduct by a Registered Agent;

6.2 IRUPA must upon notification of such allegation inform the Board and if the Boards deems necessary, convene a hearing in respect of the claim;

6.3 The Board in considering the allegations must:

(a) Give the parties every opportunity to be heard;
(b) Allow due consideration by each party of any written statement submitted to the Board; and
(c) Ensure that natural justice is accorded to the parties throughout the investigation and disciplinary process.

6.4 Following any such investigation and in the event the Board determines that a Registered Agent is:

(a) Engaged in any conduct which constitutes a ground for denial of Registration under Rule 3.1
(b) Engaged in any act or omission by the Registered Agent which, in the reasonable opinion of the Board fails to meet the standard of conduct for maintaining Registration under the Code of Conduct; or
(c) In breach of any term of the Code of Conduct.

6.5 On determination of such an investigation the Board may:

(a) Issue an informal reprimand in writing to the Registered Agent to be retained in the Registered Agent's File;
(b) Issue a formal letter of reprimand to the Registered Agent;
(c) Suspend for any period the registration of the Registered Agent; or
(d) Revoke the registration of the Registered Agent.

The Board shall notify the Registered Agent in writing of the proposed suspension or revocation and the reasons, therefore. The Registered Agent may challenge any suspension or revocation by appealing to the Independent Appeals Tribunal. In the case of suspension or revocation, the Board may require the Agent to reimburse the Board for all reasonable

expenses incurred in the investigation and prosecution of the Agent including any appeal therefrom, except in such circumstances where the Registered Agent successfully appeals any suspension or revocation.

7. **CANCELLATION**

A Registered Agent may cancel his or her Registration at any time by notice in writing to the Board. No refund of any fees shall be paid to an Agent who cancels his or her Registration under these Rules.

8. **MEDIATION**

In the event of a Dispute, the following shall apply:

(a) An Agent or Player may notify IRUPA in writing of the Dispute;
(b) IRUPA must within seven (7) days of receiving the notice specified in 8(a), provide written notice of the Dispute to the relevant parties and to the Board specifying the nature of the Dispute;
(c) The issue must be discussed between the parties within fourteen (14) days of the written notice being given;
(d) In the event the Dispute remains unresolved for a further period of fourteen (14) days, the Board shall be arranging a formal mediation of the Dispute;
(e) The mediator should be an independent person agreed by the parties and in the absence of agreement will be appointed by the Sports Dispute Resolution Panel. If the issue is not resolved by mediation then it shall be referred to the arbitrator appointed by the Sports Dispute Resolution Panel in which case the decision of such person in relation to that dispute shall be final and binding, except in the case of a manifest error of fact or law.
(f) The costs of any such formal mediation or arbitration conducted in accordance with Rule 8(d) above shall be shared equally between by the parties to the mediation.

9. **CODE OF CONDUCT**

A Registered Agent must abide by the Code of Conduct that is in operation from time to time.

10. **PLAYER AGENT AGREEMENTS**

10.1 Subject to Rule 10.4, prior to representing, advising, counselling or assisting a Player, a Registered Agent must enter into and comply with the terms of a Player Agent Agreement with the Player that the Registered Agent intends to represent, advise counsel or assist.

10.2 The Agent must provide an executed copy of the Player Agent Agreement to the relevant Player and to IRUPA within twenty-eight (28) days of execution.

10.3 The terms of the Standard Player Agent Agreement may only be amended where such amendments are more beneficial to the Player.

10.4 If a Registered Agent has a pre-existing agent agreement with a Player prior to the effective date of these Rules, that agreement will continue to operate provided that no pre-existing agent agreement shall automatically rollover following the expiration or termination of the current term of such agreement despite any wording contained therein. If a Player wishes to continue to utilize the services of the same Agent following such termination or expiration, they must enter into a Standard Agency Agreement.

10.5 In the event an Agent's Registration is suspended, revoked or cancelled, a Player shall have the right to terminate any Player Agent Agreement with such Agent.

## 11. **AMENDMENTS TO THE SCHEME DOCUMENTATION**

11.1 The Board may from time to time amend these Rules or the Standard Player Agent Agreement.

11.2 The IRFU with approval of the Home Unions Agents Board may from time to time amend the Regulation 11.

11.3 The International Rugby Board may from time to time amend Regulation 5.

11.4 Registered Agents will be bound by such amendments from time to time. Copies of such amendments will be provided by or on behalf of the Board to Registered Agents to their postal address or e-mail address and the Agents are treated as having received such amendments on the day of delivery to such address if a business day, otherwise on the next following day delivery to such address if a business day, otherwise on the next following business day.

11.5 IRUPA will advise the IRFU in writing at least six (6) weeks prior to making any amendments proposed by the Board to the Rules. The IRFU must within two (2) weeks advise IRUPA in writing of any objections that they may have to the proposed amendments to the Rules. If the objection is not dealt with to the IRFU's satisfaction, then the IRFU may advise IRUPA in writing that it no longer wishes to be part of the Scheme. Any communication sent to the IRFU pursuant to these Rules will be sent to the Chief Executive Officer and the Human Resources Director.

## 12. **CONFLICT OF APPLICATION**

These Rules sit beneath the Regulations, should there be any conflict in application between these Rules and the Regulations, the latter shall prevail.

## 13. **CONTRACTING OUT VOID**

The provisions of the Code of Conduct shall have effect despite any stipulation to the contrary and no contract or agreement made or entered into by any Agent, Player, Provincial Branch or the IRFU following the commencement of the Scheme shall operate to annul, vary or exclude any of the provisions of the Code of Conduct

# SCHEDULE A

## A. THE UNION COMMITTEE

A.1 The Union Committee shall consist of the President, Senior Vice-President, Junior Vice-President, Honorary Treasurer, Chairperson of the Management Committee, the persons nominated pursuant to Law 14(a)(vii), and the persons (if any) appointed pursuant to paragraph 15(b) or co-opted pursuant to paragraph 15(f)(xi) of this Law. If the Chairperson of the International Affairs Committee is not a member of the Committee pursuant to Law 15(a), If the Chairperson of the International Affairs Committee is not a member of the Union Committee, then that said committee may be represented by another person already appointed to the Union Committee who happens also to be, or becomes, a member of the International Affairs Committee. The Union Committee may, at its discretion, co-opt up to 2 persons to the Union Committee.

A.2 Subject to the supreme authority of Council, the affairs of the Union shall be administered and managed by, and be under the control of, the Union Committee in accordance with the Laws of the IRFU. The Union Committee shall have power to make such Regulations and decisions as it thinks fit for the well-being of the Union and the Game that are not inconsistent with the said Laws. These Regulations will be binding on upon the Branches, the Clubs, the members thereof and, where applicable, the Exiles.

A.3 The authority, responsibilities, duties and powers of the Union Committee are set out in detail in Law 15.

A.4 The Union Committee shall, each year, establish the eight Standing (or Permanent) Committees referred to in Laws 16-23. These comprise the Management Committee, the Finance Committee, the National Professional Game Board, the Rugby Committee, the Commercial and Marketing Committee, the International Affairs Committee, the Audit and Risk Committee and the Nominations Committee. The Union Committee shall also appoint the membership of each Standing Committee with the exception of the Management Committee whose membership is specified in Law 16(a). In exceptional circumstances, the Union Committee may sanction an additional co-option to either a Standing Permanent Committee or to a sub-Committee over and above the number of co-options specified within the various hereinafter sections where, in the opinion of the Committee, there is a particular need for gender balance or a skill set that is presently absent within the relevant committee.

A.5 The Union Committee has the authority to establish and/or remove from time to time such Sub-Committees as it deems necessary upon such terms of reference as it may determine from time to time.

A.6 At its first meeting after the Annual Meeting in each year, or at such other times as it thinks fit, the Union Committee shall receive and consider any proposed new names from the Nominations Committee for chairpersons of the Standing Committees, (excluding the Chairperson of the Management Committee who is appointed pursuant to Law 14(a)(vi), the Chairperson of the Finance Committee who shall be the Honorary Treasurer of the Union and the Chairperson of the Nominations Committee who will be elected by the Union Committee) and, if thought fit, to appoint the

chairpersons of the Standing Committees and to delegate to such Standing Committees and to any Sub-Committees such of its powers as it deems appropriate.

A.7 The Union Committee will meet at least 7 times a year.

A.8 The quorum for a meeting of the Union Committee will be 16 members.

A.9 Should an urgent meeting of the Union Committee be required, the CEO or the President have the authority to call such a meeting at short notice. A quorum of 16 must be in attendance. A decision taken at such a meeting must have the support of 75% of those members attending (whether in person or virtually).

# SCHEDULE B

## B. THE MANAGEMENT COMMITTEE

B.1 The Management Committee is a Standing, Permanent Committee of the Union Committee whose membership is comprised of the Chairperson, appointed under Law 14(a) (vi), the President, the Chairpersons of the NPGB, the Rugby Committee and the Commercial and Marketing Committees, the Honorary Treasurer of the Union, as Chairperson of the Finance Committee, and the Chief Executive Officer of the Union.

B.2 The Chairperson of the Management Committee will be appointed by the Union Committee and nominated to the Council for a three year term, subject to annual review, carried out by the Nominations Committee and approval by the Union Committee, and the entitlement of the Union Committee to remove the Chairperson from office at any time. No person may be Chairperson of the Management Committee for more than six consecutive years.

B.3 The Management Committee may, with the approval of the Union Committee, co-opt two additional persons to be members of the Management Committee.

B.4 The function of the Management Committee is to oversee the operation and implementation of the policy and strategy of the Union and to deal with current matters arising from time to time within the guidelines, directions, delegated authority and parameters set for it by the Union Committee.

B.5 The Management Committee is delegated authority, by the Union Committee, to make decisions during the periods between meetings of the Union Committee in relation to all matters relevant to the IRFU, which, in the judgement of the Management Committee, are of sufficient urgency as to require immediate attention to ensure the effective functioning of the IRFU. The Management Committee is also authorised to instruct the Chief Executive Officer of the IRFU, or to take such measures it deems necessary, to implement any such decisions. Such decisions and their ensuing consequences must be brought to the attention of the Union Committee at the first available opportunity.

B.6 The Management Committee will make a report to each meeting of the Union Committee which shall include all recommendations or issues which the Union Committee should be made aware of and of any decisions the Management Committee has taken on behalf of the Union Committee along with rationales and explanations for same.

B.7 The Management Committee will receive regular reports, prior to each Management Committee meeting, from the Finance Committee, the NPGB, the Rugby Committee, the Commercial and Marketing Committee and the International Affairs Committee.

B.8 The CEO will provide the Management Committee, prior to each Management Committee meeting, with a report on the operations of the IRFU and advise on issues requiring action by the IRFU and the current position on major issues of importance to the IRFU.

B.9 The Management Committee is responsible for making recommendations to the Union Committee for the composition of the membership of the other Standing Committees with the exception of the Management Committee.

B.10 The Management Committee shall meet at least 8 times a year.

B.11 The quorum for a meeting of the Management Committee shall be not less than 5 members with either the President or the Chairperson of Management always in attendance.

# SCHEDULE C

## C. THE RUGBY COMMITTEE

C.1 The Rugby Committee is a Standing Permanent Committee of the Union Committee.

C.2 The Chairperson of the Rugby Committee shall be appointed by the Union Committee for a three year term, subject to annual review, carried out by the Nominations Committee and approval by the Union Committee, and the entitlement of the Union Committee to remove the Chairperson from office at any time. No person may be Chairperson of the Rugby Committee for more than six consecutive years.

C.3 The membership of the Rugby Committee will be appointed by the Union Committee and shall include a nominated representative from the Exiles. The Union Committee should endeavour to ensure that all Provinces are represented on the Rugby Committee. The Rugby Committee may co-opt, with the approval of the Union Committee, two additional persons to be members of the Rugby Committee.

C.4 Chairpersons of Provincial Rugby Committees will be invited to attend certain meetings as agreed by the Rugby Committee.

C.5 The Rugby Committee has the authority to set up sub-committees whose role will be to nationally co-ordinate a sector of the game. This will include the Women's Game, Age Grade, 3rd Level, Competitions and Referees. Other sectors can be included with the approval of the Rugby Committee.

C.6 Appointment of Sub-Committees of the Rugby Committee: Chairpersons of the sub-committees of the Rugby Committee are appointed from the membership of the Rugby Committee and will be annually approved by the Union Committee. The membership of a sub-committee will be appointed by the Rugby Committee. Specific expertise and members of provincial committees may be co-opted to the sub-committees subject to the approval of the Rugby Committee.

C.7 The Rugby Committee has the authority to set up strategic sub-committees whose role will be to undertake time-bounded projects which support the work of the Rugby Committee. The Rugby Committee will appoint the membership of these strategic sub-committees including the chairpersons. These projects can be taken forward and completed through the use of working groups reporting to the strategic sub-committee. As such, these working parties are convened specifically for the project (and disbanded at its conclusion). The Rugby Committee may seek nominations from the Branches of appropriately qualified individuals for co-option to these working parties.

C.8 A sub-committee can make decisions in line with general operations and programmes approved by the Rugby Committee. However, changes in policy or strategic direction which have a national impact must be tabled to Rugby Committee as recommendations for decision. The Rugby Committee has the authority to endorse or reject a recommendation or to take an issue for decision to the Union Committee.

C.9 The Rugby Committee is responsible for considering and agreeing strategy and policy for the development of the amateur game including the club game, the school game and the general amateur game in all its formats in Ireland, and including the amateur aspects of the Exiles.

C.10 The Rugby Committee will also agree KPIs (Key Performance Indicators) for each national sub-committee and each Provincial Rugby Committee.

C.11 The Rugby Committee is responsible for the operation of the club, school, third level and amateur game in Ireland in all its formats, as well as agreeing operational plans and annual budgets for the delivery of the club and school game strategy at national level.

C.12 The Rugby Committee will also monitor the fulfilment of strategy and KPIs through the receipt of periodic reports from its sub-committees and the Provincial Rugby Committees. It will also identify and manage risks associated with the fulfilment of strategy and KPIs.

C.13 The Rugby Committee will provide a report to each meeting of the Union Committee and the Management Committee covering the implementation of strategies and operations along with any recommendations and, where appropriate, highlighting any risks.

C.14 The quorum for a meeting of the Rugby Committee will be 6 members.

C.15 The Rugby Committee will meet at least 8 times a year.

# SCHEDULE D

## D. THE NATIONAL PROFESSIONAL GAME BOARD (NPGB)

D.1 The NPGB is a Standing Permanent Committee of the Union Committee.

D.2 The Chairperson of the NPGB shall be appointed by the Union Committee for a three year term, subject to annual review, carried out by the Nominations Committee and approval by the Union Committee, and the entitlement of the Union Committee to remove the Chairperson from office at any time. No person may be Chairperson of the NPGB for more than six consecutive years.

D.3 The membership of the NPGB will be appointed by the Union Committee and will comprise of the following:

- Chairperson (must be a member of Union Committee)
- Retired Player
- External High-Performance Expert
- Independent Member with professional game experience
- One additional Union Committee Member
- Chief Executive Officer

D.4 The NPGB may co-opt an additional person with high performance expertise onto the Board with the approval of the Union Committee.

D.5 The Performance Director and other professional staff shall be in attendance as required.

D.6 The NPGB is delegated authority by the Union Committee to manage the professional game in Ireland on its behalf with the aspiration of overseeing the ongoing development of a world class high-performance system and the implementation of related strategies which will deliver consistent success for the professional National team.

D.7 The NPGB, working with the Performance Director, shall establish policy and develop strategy in line with prevailing circumstances, critical objectives and success factors that will underpin and best-place the high-performance system to deliver sustainable success for the Provincial and National teams and to report to the Union Committee on the implementation of that policy and strategy. In advising on strategy and policy the aim is to ensure that meeting aspirations for success of the professional provincial teams is balanced appropriately with the need for a successful professional National team.

D.8 All Policy and strategy in relation to the professional game in Ireland requires the approval of the Union Committee. Once approved, it is the role of the NPGB to monitor and review the implementation of the policy and strategy by the Performance Director and the technical and coaching staff that report to the Performance Director.

D.9 The NPGB shall oversee and monitor the management of the women's High-Performance programme and advise the Union Committee on policy and strategy in

relation to the women's High-Performance programme as well as reporting to the Union Committee on the implementation of said policy and strategy.

D.10 The NPGB will engage regularly with the provincial Professional Game Boards (PGBs) to assess the operation and performance of professional provincial teams and their coaching and support staff. The process is to include meeting with each provincial PGB at least once a season to review with each Board their objectives, strategy and key performance indicators of the success of their professional provincial teams and their coaching and support staff. The NPGB will invite the chair of each provincial PGB to attend at certain NPGB meetings to discuss matters of mutual interest.

D.11 The NPGB is responsible for reviewing and approving Strategic Plans for the ongoing development of the professional game in Ireland and presenting them for approval to the Union Committee. The NPGB is also responsible for monitoring the successful implementation of the professional game Strategic Plan, in line with the approved budget through the Performance Director and the technical staff and keeping the Union Committee appraised.

D.12 The NPGB shall receive a presentation from the Performance Director for discussion and approval outlining the proposed allocation of the annual professional game budget prior to its presentation to the Union Committee through the IRFU Management Committee for approval. The NPGB is also responsible for monitoring the use of the professional game budget on an ongoing basis.

D.13 The NPGB shall oversee the recruitment process for all head coach appointments at national team and provincial team levels and ensuring that the Performance Director works closely with provincial PGBs in respect of provincial appointments.

15.14 The NPGB shall ensure that the Performance Director has effective review processes in place for assessing the performance of the National team, the Women's High-Performance programme (15s and 7s), the national coaches and coaching staff. The NPGB will ensure it receives regular updates and assessments from Performance Director on same.

D.15 The NPGB, through the Performance Director, shall oversee and monitor the management of the high-performance pathways and the programmes that underpin the Irish Women's National teams (15s and 7s) and their future success.

D.16 The NPGB is responsible for overseeing and monitoring the elite player development pathways, the national age grade teams and the senior 7's teams.

D.17 The NPGB is responsible for overseeing annual reviews of the provincial professional teams, senior national team, the women's national team(s) and the senior 7's teams.

D.18 The NPGB shall review, on an ongoing basis, succession planning in relation to the position of Performance Director and key high-performance staff.

D.19 The NPGB is responsible, through the Chief Executive Officer and the chairperson of the NPGB, for monitoring and assessing the performance of the Performance Director annually.

D.20 The NPGB will provide a report or update to each meeting of the Union Committee and to the Management Committee covering the implementation of strategies and operations along with any recommendations and, where appropriate, highlighting any risks or issues.

D.21 The quorum for a meeting of the NPGB will be 5 members.

D.22 The NPGB will meet at least 6 times a year.

# SCHEDULE E

## E. THE FINANCE COMMITTEE

E.1 The Finance Committee is a Standing Permanent Committee of the Union Committee.

E.2 The Chairperson of the Finance Committee is the Honorary Treasurer of the Union, appointed under Law 14 (a)(iv). No person may be Honorary Treasurer for more than 9 consecutive years.

E.3 Membership of the Finance Committee shall comprise the Chairperson (Honorary Treasurer) and a Union Committee member from each of the 4 Provinces who is deemed to hold professional experience adequate for their role on that committee. The Union Committee members from each of the 4 Provinces will be appointed by the Union Committee. The CFO, the CEO and the COO of the Union should be in attendance at meetings of the Finance Committee.

E.4 The Finance Committee may co-opt persons with the approval of the Union Committee.

E.5 The function of the Finance Committee will be to consider and to implement all financial matters necessary for the administration of the Union and for the support and development of the Professional Game and the Domestic Game both in Ireland and for rugby projects abroad. It will also assess, and where appropriate, approve transactions and/or arrangements which are brought to the Finance Committee under the Delegation of Authority of the Union Committee.

E.6 The Finance Committee shall be responsible for formulating and recommending financial policies and strategies to the Union Committee.

E.7 The Finance Committee shall be responsible for monitoring the IRFU financial position and budgets.

E.8 The Chairperson of the Finance Committee shall provide a report or update on the financial position of the IRFU to each meeting of the Union Committee and to the Management Committee. This will include notification of any risks or issues of significance.

E.9 The Finance Committee shall recommend the annual budget of the IRFU for submission to the Union Committee for its approval.

E.10 The Finance Committee shall recommend the Annual Accounts of the IRFU for submission to the Union Committee.

E.11 The Chairperson of the Finance Committee will present the Annual Accounts of the IRFU, as approved by the Union Committee, to the Council of the IRFU annually.

E.12 The quorum for a meeting of the Finance Committee will be 5 members.

E.13 The Finance Committee will meet at least 4 times a year.

# SCHEDULE F

## 1F. THE COMMERCIAL AND MARKETING COMMITTEE

F.1 The Commercial and Marketing Committee is a Standing Permanent Committee of the Union Committee.

F.2 The Chairperson of the Commercial and Marketing Committee shall be appointed by the Union Committee for a three year term, subject to annual review, carried out by the Nominations Committee and approval by the Union Committee, and the entitlement of the Union Committee to remove the Chairperson from office at any time. No person may be Chairperson of the Commercial and Marketing Committee for more than six consecutive years.

F.3 Membership of the Commercial and Marketing Committee will be appointed by the Union Committee. The Chairpersons of the Finance Committee and the NPGB should be members of the Commercial and Marketing Committee.

F.4 The Commercial and Marketing Committee may co-opt persons with the approval of the Union Committee.

F.5 The Commercial and Marketing Committee shall oversee the implementation of IRFU policy, with regard to commercial and marketing issues and activities, in accordance with policies approved by the Union Committee.

F.6 The Commercial and Marketing Committee shall be responsible for the planning and implementation of commercial and marketing strategies and activities to ensure the successful delivery of IRFU policy.

F.7 The Commercial and Marketing Committee shall also be responsible for monitoring the delivery of commercial and marketing strategies and ensure that the Management Committee and Union Committee are kept informed of any significant variations between planned targets and budgets versus actual targets and expenditure.

F.8 The Commercial and Marketing Committee shall always work within the parameters and operational guidelines agreed with the Management Committee and the Union Committee.

F.9 The Commercial and Marketing Committee shall ensure that the Union Committee and the Management Committee are kept informed of any new commercial and marketing strategies being adopted by the Commercial and Marketing Committee and seek approval where appropriate.

F.10 The Commercial and Marketing Committee shall provide a report or update on its activities to each meeting of the Union Committee and the Management Committee.

F.11 At each meeting, the Commercial and Marketing Committee shall receive progress reports from the Commercial and Marketing Director and the Communications Director.

F.12 The quorum for a meeting of the Commercial and Marketing Committee will be 4 members, at least 2 of whom shall be members of the Union Committee.

F.13 The Commercial and Marketing Committee will meet at least 7 times a year.

# SCHEDULE G

## G. THE NOMINATIONS COMMITTEE

G.1 The Nominations Committee shall be a Standing Permanent Committee of the Union Committee.

G.2 The Nominations Committee reports only to the Union Committee.

G.3 The Chairperson of the Nominations Committee shall be the President of the Union..

G.4 Membership of the Nominations Committee shall be the President, Senior Vice-President, Junior Vice-President, Chairperson of the Management Committee, the Honorary Treasurer and the Immediate Past President.

G.5 In the event of the Nominations Committee not being able to agree on a nomination, the Chairperson will have a casting vote.

G.6 The Nominations Committee is responsible for bringing forward proposed nominations for volunteer roles and positions within the Union, as and when required, to the Union Committee. The Union Committee will determine which roles and positions the Nominations Committee are to consider and make recommendations on.

G.7 The Nominations Committee is also responsible for ensuring that there are succession plans in place should posts become vacant. This will require the Nominations Committee to produce a list of potential replacements for all specified posts and keep this under review and up to date.

G.8 The Nominations Committee shall ensure that job descriptions and person specifications for all Committee Chairperson positions, and other appointments which it has responsibility for, are in place and up to date.

G.9 When an interview process is required to select a nominee for a position, the Nominations Committee shall decide the manner of the interview process, following best practice, and may, at its discretion, include an HR person or any other expert deemed necessary as part of the interview process.

G.10 The Nominations Committee will meet as required to consider requests from the Union Committee for nominations.

G,11 The quorum for a meeting of the Nominations Committee is 5 members including the Chairperson.

G.12 The Nominations Committee shall be responsible for the regular monitoring and review of the governance arrangements of the Union and shall report on any issues arising to the Committee. When the Management Committee or the Finance Committee are being reviewed, the respective Chairperson shall declare a conflict of interest and excuse themselves from the meeting while their Standing Committee is being discussed.

# SCHEDULE H

## H. THE INTERNATIONAL AFFAIRS COMMITTEE

H.1 The International Affairs Committee shall be a Standing Permanent Committee of the Union Committee.

H.2 The Chairperson of the International Affairs Committee shall be appointed by the Committee for a three year term, subject to annual review, carried out by the Nominations Committee, and approval by the Committee, and the entitlement of the Committee to remove the Chairperson from office at any time. No person may be Chairperson of the International Affairs Committee for more than six consecutive years.

H.3 Membership of the International Affairs Committee shall be the IRFU representatives to the following bodies: World Rugby, Six Nations, EPCR, Celtic Rugby, British and Irish Lions and Rugby Europe along with the Chairperson appointed by the Committee. The Chairperson may or may not be one of the IRFU representatives to these bodies.

H.4 The International Affairs Committee shall keep the Union Committee and the Management Committee informed on issues and decisions from World Rugby, Six Nations, EPCR, Celtic Rugby, British and Irish Lions, Rugby Europe and any other relevant, external competition or body. Reports may be by way of an International Affairs Committee report or verbal reports by individual representatives from the bodies listed in Regulation 9.4.

H.5 Members of the International Affairs Committee shall also ensure that the IRFU strategic interests are protected and that the IRFU position and views on issues are brought to the attention of the bodies listed in Regulation 9.4.

H.6 The International Affairs Committee shall meet at least 6 times a year.

# SCHEDULE I

## I. THE AUDIT AND RISK COMMITTEE

I.1 The Audit and Risk Committee shall be a Standing Permanent Committee of the Union Committee.

I.2 The Chairperson of the Audit and Risk Committee shall be appointed by the Union Committee for a three year term, subject to annual review, carried out by the Nominations Committee, and approval by the Union Committee, and the entitlement of the Committee to remove the Chairperson from office at any time. No person may be Chairperson of the Audit and Risk Committee for more than six consecutive years.

I.3 The Chairperson of the Audit and Risk Committee cannot be a member of the Management Committee.

I.4 No person may be a member of the Finance Committee, and a member of the Audit and Risk Committee at the same time.

I.5 Membership of the Audit and Risk Committee is appointed by the Union Committee and shall be 4 persons, at least two of whom shall be members of the Union Committee.

I.6 The Audit and Risk Committee shall report directly to the Union Committee.

I.7 The Audit and Risk Committee shall be responsible for overseeing audit arrangements on behalf of the Union. It is to satisfy itself, through the use of internal and external auditors, that:

(a) the systems of internal control employed by the Union are adequate and are operating effectively; and

(b) the Union is operating with due financial and commercial probity, and in accordance with the Laws of the Republic of Ireland.

I.8 The Audit and Risk Committee shall, when engaging internal auditors, agree a programme of areas and or activities to be audited and notify this to the Finance Committee. On completion of the internal auditor's report, this should be copied to the Union Committee, Finance Committee and the Management Committee along with any recommendations.

I.9 The Audit and Risk Committee shall ensure that the IRFU Risk Register is kept up to date and reviewed regularly and will ensure any significant risks are being addressed.

I.10 The Audit and Risk Committee shall report on its activities, as necessary, to the Union Committee.

I.11 The quorum for a meeting of the Audit and Risk Committee shall be 3.