

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

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

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

“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 on the Union Player Registration Programme (the “Register”) in accordance with the following provisions.

- 6.3.2.1 By 1st September in each year, all adult Players shall be registered and be in possession of a Registration Number. Thereafter all new Players shall be registered before playing the game.
- 6.3.2.2 By 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 December 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. All adult Players shall sign their registration application form.
- 6.3.4 In the case of schools Players the name of the Player's school shall appear on his registration record in place of his home address, unless the Player has been previously registered by a club.
- 6.3.5 The application form for the registration of a Player under 18 years of age shall be signed by the Player's parent / guardian prior to being entered on the Register.
- 6.3.6 All clubs and schools shall retain all registration application forms in safe keeping.
- 6.3.7 A Player who is attending school may be registered with both a club and a school.
- 6.3.8 An adult Player may be a member of more than one club but may only be registered at any one time as a Player with one club.
- 6.3.9 All Players when registering with a Club (whether on first registration or on transfer to a Club) shall be required to complete and execute a form as set out in Appendix 1 Part 3 affirming that he is 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 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 League Sub Committee, as applicable, has been obtained in accordance with Regulation 6.4.5 below.

6.4.4 Where a Player transfers from one Club (the “Former Club”) to another (the “New Club”) such New Club may not register the Player nor may the Player play a Competitive Match for the New Club until the Union’s Inter Club Transfer/Registration Forms as set out in Appendix 1 have 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 All Ireland League and Cup Sub Committee may, on written application of a Player with the written consent of his Former Club and his New Club (and of the other Branch if the Player is registered with a Club in a different Branch), permit such Player to play a Competitive Match for a Club notwithstanding that he has already played a Competitive Match for his Former Club in the same season.

Where the application is for consent to play a Competitive Match in the All Ireland League and Cup, the application shall be to the All Ireland League Sub Committee.

6.4.6 In addition to these eligibility regulations, the Union or a Branch shall be entitled to make any other eligibility regulations for Competitive Matches under their respective jurisdictions.

6.4.7 Registration of a Player with a Club does not of itself make such Player eligible to play a Competitive Match for such Club.

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

6.5 Movement of Players from one Club to another

6.5.1 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 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 1st June if his Former Club is an All-Ireland League Club, or before 1st September if his 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, he must complete the Registration Form in Part 2 provided in Appendix 1 and have the Transfer Form in Part 3 completed by the Secretary and Director of Rugby (or equivalent officer) or Head Coach of the New Club, certifying 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. This Form duly completed must then be delivered to the Branch of the Union to which the New Club is affiliated.

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

6.6 Payments to Players

6.6.1 No 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 be 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 1

INTER-CLUB ADULT TRANSFER FORM

PART 1: NOTICE OF INTENTION TO CHANGE CLUB (PLAYER & OLD CLUB)

I _____ Registration No. _____ DOB _____

being a player registered with _____ RFC hereby give notice that it is my intention to leave the named club.

Email: _____

Signed (by player): _____ Dated: _____

I _____ being the Secretary, Director of Rugby, Coach (please indicate as appropriate) of the above mentioned club: (please tick options below as appropriate):

- ☐ Hereby acknowledge receipt of the above notice which was received prior to the registration date.
- ☐ Give approval to the transfer although it was received after the registration date.
- ☐ Acknowledge receipt of the above notice but do not agree to the transfer which was received after the registration date.

Signed: _____ Dated: _____

PART 2: TRANSFER FORM (NEW CLUB)

I _____ (Player) as part of the process of registering to play with _____

_____ RFC (the Club) hereby certify and acknowledge as follows:

1. that by virtue of my registration as a playing member of a Club affiliated to the IRFU and playing rugby football under the auspices of the IRFU that I am deemed to have a full familiarity with and an understanding of the provisions contained within Regulation 6 of the IRFU Regulations;
2. that in the event that I am found to have acted (or omitted to act) in breach of the provisions of Regulation 6 I may be held personally responsible and liable to disciplinary sanction over and above any sanction that may be imposed upon my or any other Club in respect of the said breach;
3. that any failure on my part to fully co-operate in accordance with the provisions of Regulation 6 shall be considered an act of misconduct and may be referred to the Disciplinary Committee for consideration as to the imposition of an appropriate sanction;
4. that I have read and understand the Union's Regulation 6 relating to the registration, eligibility, movement and payment of Club Players in Ireland and, in particular, that I have read and understand the definition of Material Benefit which is contained within Regulation 6;
5. that I affirm that the Union's Regulations 6.5 relating to the movement of players and 6.6 relating to the payment of players have been complied with, and that no Material Benefit of any kind including Signing on Money has been paid or agreed to be paid directly or indirectly to me in return for my transferring to or playing for this Club

Signed by Player: _____

Date: _____

in the presence of

Secretary: _____

Date: _____

Director of Rugby/Head Coach: _____

Date: _____

PART 3: TRANSFER FORM

We _____ and _____
Secretary Director of Rugby/Head Coach

Of _____ RFC hereby certify as follows:

We have read and understand the Union's Regulations relating to the registration, eligibility, movement and payment of Club Players in Ireland.

We affirm that the Union's Regulations 6.5 relating to the movement of players and 6.6 relating to the payment of players have been complied with, and that no Material Benefit of any kind including Signing on Money has been paid or agreed to be paid directly or indirectly to the player in return for transferring to or playing for this Club.

Signed by Secretary: _____ Date: _____

Signed by Director of Rugby/Head Coach _____ Date: _____

PART 4: FOR OFFICE USE ONLY

I _____ status _____ confirm that the above player

is cleared to play with _____ RFC in accordance with Branch Regulations.

Signed: _____ Date: _____ Branch Stamp: _____

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

Data Protection Statement:

I understand that it is necessary for the Clubs to collect and record the personal data on this form ("Personal Data") for the contractual purpose of registering, maintaining or transferring my membership with the Club(s). I understand that the Personal Data may be shared with Provincial Branches and the IRFU from time to time and that the Clubs, the Branch and the IRFU are all Data Controllers. I understand that the Personal Data will be retained by the club(s) for the duration of my membership and in line with the Club(s) Retention Policy. I further understand that I have a number of rights around the processing of Personal Data, including the right to request in writing a copy of my Personal Data which the Club(s), branch or IRFU holds, amend any information which is incorrect and to apply to have my Personal Data erased. I can also confirm that I have been given the opportunity to consult further relevant information concerning my data protection rights at www.dataprotection.ie. I am aware of all my Data Protection rights and have given my consent for my personal data to be processed by signing this form.

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) 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:
- (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:

| | |
|---|-------------------------|
| <i>Player-Coach payment</i> | |
| Name of Coach: | |
| Coaching qualification: | |
| Total amount of remuneration during the season (gross): | |
| <i>Player expenses</i> | |
| Vouched expenses paid during the past season: | Financial: |
| | Non-financial benefits: |
| List of players in receipt of vouched expenses / benefits during the past season: | |

| | |
|--|-------------------------|
| Vouched expenses agreed to be paid during the forthcoming season: | Financial: |
| | Non-financial benefits: |
| 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: _____