

**TIER S1 - 3 (PROFESSIONAL GAME)**

# ***OPERATIONAL RULES***

***2025***

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**DEFINITIONS/INTERPRETATION****DEFINITIONS**

In these Operational Rules (unless the context requires otherwise) the following expressions shall have the following meanings:

**“Academy”** means, in relation to a Club or other entity, its structure and set up for delivering the Player Development Programme.

**“Academy Participation Agreement”** means an agreement between the RFL, SLE and each Club or other entity that has been granted the right to operate a Category 1 Academy.

**“Academy Origin”** means the representative programme of that name as convened and organised by the RFL.

**“Alternative Ground”** means a ground other than a Club's normal Ground which it wishes to register with the RFL in order to meet the requirements of Primacy of Tenure.

**“Annual General Meeting”** means that meeting of the Council in each calendar year which the Board designates as the Annual General Meeting.

**“Anti-Doping Regulations”** means the UK Anti-Doping Rules as set out in section D3 of these Operational Rules.

**“Associate”** has the meaning given in the Insolvency Policy.

**“BARLA”** means the British Amateur Rugby League Association.

**“Best Endeavours”** means an obligation to take all those reasonable steps, including those which incur costs and a degree of difficulty, to achieve the required outcome.

**“Board”** means the board of directors of the RFL.

**“Broadcast”** includes dissemination by digital and analogue Radio, via the internet and by way of satellite, analogue, digital or cable television, and “Broadcasting” shall be construed accordingly.

**“Central Events”** means an event organised and hosted by the RFL, SLE or RL Commercial whether as part of a cup, league or international competition.

**“Championship”** means the Tier 2 divisional competition run by the RFL in which certain Clubs participate.

**“Chief Executive”** means the person appointed to be the Chief Executive of the RFL from time to time.

**“Chief Operating Officer”** means the person appointed to be the Chief Operating Officer of the RFL from time to time.

**“Club”** means any Member which is a Rugby League Club and any other Rugby League Football club or other body which may be invited to join the RFL or participate in any Competition from time to time.

**“Club Meetings”** means meetings of key Club staff to be held as set out in a schedule of meetings by the RFL in advance of any Season (or as varied from time to time by the RFL) including but not limited to those requiring the attendance of Club CEOs; and head coaches. For the avoidance of doubt the schedule of meetings is subject to reasonable amendment and to the provision of additional meetings where appropriate and upon reasonable notice to the Clubs.

## DEFINITIONS

**“Club Official”** means any director, secretary, executive chairman, chairman, doctor, coach, physio, employee or duly authorised (express or implied) agent of a Club or Member.

**“Community Game Operational Rules”** means the RFL’s operational rules for Tiers Four, Five and Six.

**“Competition”** means a Match or series of Matches, including but not limited to the Super League, the Championship, League 1, the Challenge Cup, the Academy U19s competition and the U16s Scholarship programme of matches.

**“Compliance Investigator”** means the person(s) who is from time to time appointed by the Board to the post of Compliance Investigator in accordance with the terms of the Operational Rules.

**“Compliance Manager”** means the person who is from time to time appointed by the Board to the post of Compliance Manager in accordance with the terms of the Operational Rules or the nominated representative of the Compliance Manager.

**“Constitution”** means the document adopted by the Council of the RFL as its constitution, as amended from time to time in accordance with its terms (and which includes the Bye Laws).

**“Council”** means the body of Club and other representatives who meet and who are nominated, in accordance with the Constitution.

**“Cup”** means the annual Rugby League Challenge Cup Competition or such competition which replaces it from time to time, by whatever name it may be known.

**“Cup Pool”** means a proportion of the proceeds of all Cup Matches.

**“Cup Tie”** means any Rugby League match in the Cup.

**“Data Protection Laws”** means the Data Protection Act 1998 and, with effect from the date on which it enters into force, the General Data Protection Regulation, and the enacted version of the Data Protection Bill 2017, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 together with any other laws applicable to the protection of personal data in force from time to time in England and Wales and any related regulations and guidance (as from time to time amended, extended, re-enacted or consolidated) and all subordinate legislation, regulations and guidance made pursuant to any of them.

**“DBS”** means Disclosure & Barring Service disclosure or such other registrations or checks which shall be required and/or allowed by current legislation.

**“DCMS Loan Agreement”** means any loan agreement executed between a Club and RFL Investments Ltd pursuant to the Sport Survival Fund from DCMS.

**“Disciplinary Points”** means the points allocated for breaches of On Field Misconduct to the disciplinary record of a Person Subject to the Operational Rules .

**“Disciplinary Record”** means, in relation to a Person Subject to the Operational Rules, a record of any On Field Misconduct or Off Field Misconduct by that party.

**“Early Rounds Guide”** means the document produced by the RFL from time to time in relation to the early rounds of the Challenge Cup.

**“ERL(F)”** means the organisation which governs and oversees the Game in Europe currently known as the European Rugby League (Federation).

**“Federation”** means a governing body for a country recognised by the IRL.

**“GameDay”** means the system used for the administration of player and match related matters.

**“Finance Director”** means the person appointed to be the Finance Director of the RFL from time to time in accordance with the Bye Laws.

## DEFINITIONS

**"Finance Letter"** means the letter sent out by the Finance Director or his nominee that is served on Clubs setting out all financial information on distributions, events, central matches and prize monies and other matters.

**"First Team"** means, in relation to each Club, its highest-ranking team which plays in the Super League, Championship or League 1 (as applicable).

**"First Team Squad"** means the Players who a Club intends to play in its First Team.

**"Fixture Dispute Protocol"** means the protocol specified by the RFL from time to time regarding any dispute relating to the date, time, venue or any other aspect of a Match.

**"Full Strength"** means a team selected in accordance with Section B of the Operational Rules.

**"Game"** means the game of Rugby League Football.

**"Governance Realignment Agreement"** means the agreement between the RFL and SLE relating to realigning the sport dated 13 July 2022.

**"Golden Point"** is as defined and explained in the Match Day Operations Manual.

**"Grading"** means the scoring system approved by the Clubs, RL Commercial and the Board that will rank and grade Clubs against a set of on and off field criteria that will determine the Clubs that will compete in Super League.

**"Grading Handbook"** means the document setting out further details of the Grading scoring system.

**"Ground"** means a venue at which a Club plays some or all of its home Matches including any surrounding land or facilities owned or controlled by a Club or any of its associates or where a Club or any of its associates does not own the Ground any surrounding land or facilities controlled by the Club or any of its associates when a Match is played at the Ground.

**"Independent Tribunal"** means the tribunal convened to hear any dispute between a Player and Club in accordance with Section C1.

**"Independent Appeals Tribunal"** means the tribunal convened to hear any appeal in relation to a dispute between a Player and Club in accordance with Section C1.

**"Independent Person"** means a person:

- (i) who does not have a Relevant Association with any Club or Member; and
- (ii) who is not a Relative of any person who has a Relevant Association with a Club or Member.

**"Insolvency Policy"** means the Board's policy (from time to time) setting out the terms upon which any RFL Member's membership may be terminated, re-admitted or a new Member admitted upon the occurrence of an Insolvency Event (as defined in the Constitution).

**"Inter-club Case"** means a dispute between two or more Clubs relating to the application or interpretation of any of the Operational Rules or the Rules of the Game, or otherwise relating to rights or obligations arising under the same which is not an On Field or Off Field Misconduct matter.

**"IRL"** means the organisation which governs and oversees the Game at International and representative level currently known as the International Rugby League.

**"Laws of the Game"** means the rules, regulations and standing orders which relate to the playing of the Game.

**"League 1"** means the Tier 3 divisional competition run by the RFL in which certain Clubs participate.

**"League Match"** means any Rugby League match in any of the Competitions set out in Section B2 of the Operational Rules.

**“Licenced Academy Programme”** means an Academy that has been granted that status by the RFL.

**“Match”** means any of the following:

- (i) a Cup Tie; or
- (ii) a League Match;
- (iii) a Match played as part of the Player Development Programme; or
- (iv) any other Rugby League match played by any Club or between two Club(s).

**“Match Official”** means any of the following: (i) referee; (ii) touch judge; (iii) in-goal judge; (iv) fourth official/reserve referee/reserve touch judge; (v) the match commissioner; (vi) the interchange official; and (vii) the video referee.

**“Match Review Panel”** means the panel of persons selected by the Board from time to time to comprise the Match Review Panel in accordance with these Rules. In selecting such persons, the Board shall have regard to the skills necessary to fulfil the various roles of the Match Review Panel pursuant to these Rules.

**“Medical Practitioner”** means a doctor registered to practice in the UK.

**“Member”** means those Clubs and others who are members of the RFL as listed in Part II of the Schedule to the Constitution (as may be added to or deleted from time to time accordance with the provisions of the Constitution).

**“Middle 8s”** means the end of Season tournament between the bottom 4 Clubs in the Championship and the top 4 Clubs in League 1 in order to determine the final composition of the Championship and League 1 for the 2026 Season.

**“Misconduct”** means either On Field Misconduct or Off Field Misconduct. The Compliance Manager has discretion to determine whether a matter is On Field Misconduct or Off Field Misconduct.

**“Non-Competitive Match”** means any match of Rugby League which is not a Representative Match, is not part of a Competition or is not otherwise sanctioned by the RFL, e.g. a warm-up match.

**“Off Field Misconduct”** has the meaning specified in Operational Rule D1:1.

**“On Field Misconduct”** means any breach of the Laws of the Game (or related Operational Rules) at a Match (except where such is determined to be Off Field Misconduct) whether on or off the field (including, but not limited to in the bench area, tunnel or dressing room) whether by a Player, Coach or other Person Subject to the Operational Rules.

**“Operational Rules”** means the document adopted by the RFL as its operational rules, as amended from time to time by the Board.

**“On Field Operational Rules Tribunal”** means the tribunal convened to hear any On Field Misconduct charge in accordance with Section D2.

**“Operational Rules Tribunal Panel”** means the panel of persons selected by the Board from time to time to comprise Operational Rules Tribunals in accordance with these Rules. In selecting such persons, the Board shall have regard to the skills necessary to fulfil the various roles of the Operational Rules Tribunal pursuant to these Rules.

**“Ordinary Resolution”** means a resolution of the Council passed at a duly convened meeting of the Council by the Requisite Majority of Members.

**“Person Subject to the Operational Rules”** means any Club, any Club Official, any Match Official, any employee of or any person serving in an official capacity with a Club or Member or any Player or Licensed Agent.

## DEFINITIONS

**"Player"** means a person who has been registered as such with the RFL or who has indicated that he wishes to be registered as such including full time players, part time players, trialists, amateur registered players, academy and scholarship players.

**"Player Development Programme"** has the meaning given in Section B6;

**"Player Development Policy"** means a policy document which sets out the regulation of the playing load of young Players who are identified as talented.

**"Play-off Matches"** means those matches that take place after the end of the Regular Season being (subject to the provisions of the Operational Rules): (i) the Super League Play-Off Series; (ii) the Super League Grand Final; (iii) the Championship Play-Off Series; (iv) the Championship Grand Final; (v) the League 1 Play-Off Series; (vi) the League 1 Promotion Final (vii) the Academy Play-Off Series; and (viii) the Academy Grand Final.

**"Primacy of Tenure"** means that a Club can prove to the satisfaction of the Board that it can:

- (i) play its home matches in the Grand Final Series at its home Ground in accordance with the requirements of both the competition and the broadcast partner;
- (ii) play its home League Match in the final round of the season at its home Ground at such date and time as may be directed by the Board;
- (iii) meet the requirements of the RFL broadcast partners as set out in the relevant contracts; and schedule its home Matches on the dates required by the Board and circulated to the Clubs prior to the commencement of each Season.

**"Professional Game Delivery Team"** means the department within the RFL responsible for managing the registration of Players, managing Competitions and providing the secretariat function for the Operational Rules Tribunal in accordance with the Operational Rules.

**"Programme of Matches"** means Matches played outside of the provisions set out in B2 save where specifically referenced.

**"Provisional Suspension"** means a suspension imposed by a relevant Tribunal whilst a matter is under investigation, or a Player is under treatment.

**"Regular Season"** means in the case of: (i) the Super League, the first stage of the Competition being the first 27 rounds of the Competition prior to the Play-Off Matches; (ii) the Championship, the first stage of the Competition being the first 27 rounds of the Competition prior to the Play-Off Matches (iii) League 1, the first stage of the Competition being the first 22 rounds of the Competition prior to the Play-Off Matches; and (iv) the Academy Competition, the first stage of the Competition prior to the Play-Off Matches.

**"Relative"** means the spouse, parent or grandparent, child or grandchild, brother, sister, co-habitee or business partner of the person concerned.

**"Relevant Association"** means that, at the time the test is applied or at any time within the period of 12 months preceding that date, the person concerned is or was:

- (i) a Club Official or a partner in or the sole proprietor of the Club or Member concerned;
- (ii) a creditor of the Club or Member concerned (excluding normal trade credit)
- (iii) a professional adviser to a Club or Member.

**"Representative Match"** means any of the following:

- (i) a match of Rugby League played between senior/open age or restricted age-level teams representing full members of the IRL, and which is sanctioned by the IRL; or
- (ii) a representative match between two county teams in Great Britain and Ireland at either senior/open age level or restricted age level; or
- (iii) such other representative matches or games other than Club versus Club games that the Board may decide is a Representative Match from time to time, including but without limitation a match involving an international team (e.g. England/Great Britain against a Combined Nations team).

**“Reserve Grade”** means the level of competition below first grade given that carries that name.

**“RFL”** means the company RFL (Governing Body) Limited.

**“RFL GBE Requirements”** means the criteria agreed with UKBA for the recruitment of individual Players that would require endorsement from the RFL to work in the United Kingdom.

**“RFL Policy”** means all codes of conduct, rules, regulations or policies specified by the RFL, from time to time, whether pursuant to the Operational Rules or otherwise.

**“RFL Website”** means <http://www.rugby-league.com/> or any successor website from time to time.

**“RL Commercial”** means RL Commercial Limited.

**“RLHQ”** means the headquarters of the RFL from time to time currently at House of Sport, Gate 13, Rowsley Street, Manchester, M11 3FF.

**“IRL Regulations”** means the rules and regulations of the IRL as may be amended from time to time.

**“Season”** means in each year the period beginning on the day of the first League Match, Representative Match or Cup Tie (whichever is the sooner) and ending on 30 November unless due to exceptional circumstances the Board directs that it should finish on an alternative date.

**“Senior Operational Rules Tribunal Members”** means the member of the Operational Rules Tribunal from time to time nominated by the Board to be the Senior Operational Rules Tribunal Members from time to time.

**“SLE”** means Super League Europe Limited (a limited liability company the Clubs of which are admitted to the Super League competition at any given time).

**“Special Measures Sub-Committee”** means a sub-committee of the Board, as established from time-to-time, which decides on matters in relation to Clubs being placed in Special Measures.

**“Super League”** is the Tier 1 competition in which the current members of SLE play.

**“Tiers”** means the respective level of a Competition.

**“Trophies”** means any and all trophies, shields or cups awarded to Clubs including the Super League League Leaders Shield, the Super League Grand Final Trophy, the Championship League Leaders Shield, the Championship Shield, the League 1 League Leaders Trophy, the League 1 Play Off Trophy and the Academy Under 19s Trophy.

**“Unacceptable Language and/or Behaviour”** means any comments, threats, chanting, discrimination (direct or indirect), harassment, bullying, victimisation, or incitement to hatred or abuse or any other action (implied, intended, or unintended) which targets individuals or groups on the grounds of: age, colour, ethnic origin, disability (including physical, sensory, cognitive, intellectual, mental illness or some chronic disease), gender identity, gender reassignment, marital or civil partner status, nationality or national origin, pregnancy and maternity, religion or belief, sex, sexual orientation, socio economic background or is otherwise in breach of the Respect Policy, Tackle It or the RFL’s Equity Statement.

**“Weekend”** means Friday, Saturday and Sunday (inclusive) save that where a game scheduled to be played on Friday, Saturday or Sunday is brought forward to Thursday or put back to Monday then that Thursday or Monday, where relevant, shall count as if it were a Weekend.

**“Zero Tolerance”** means the RFL policy of not tolerating Unacceptable Language and/or Behaviour of any type and imposing severe penalties with no exceptions.

**DELEGATION**

Any power given to the Board by these Operational Rules may be delegated by the Board to any individual or individuals together or singly (and whether or not that individual or those individuals are members of the Board) either generally or in any specific circumstance.

**CORRESPONDENCE**

All correspondence concerning Matches, officials, registrations, appeals, representations and other matters connected with the RFL shall be addressed to the RFL at its principal place of business from time to time. Any requirement for something to be put in writing should be considered to be acceptable to send and receive by email.

**HEADINGS**

The headings and marginal notes (if any) in the Operational Rules are for descriptive purposes only and shall not control or alter the meaning of the Operational Rules as set forth in the text hereof and of the Operational Rules, and do not in any way limit or amplify the terms of the Operational Rules.

**STATUTORY PROVISIONS**

References to statutory provisions shall be construed as references to those provisions as respectively amended, extended or re-enacted prior to the adoption of these Operational Rules in addition to statutory provisions from time to time amended, extended or re-enacted after the coming into force of these Operational Rules.

**INTERPRETATION**

Words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter and vice versa.

**NOTICES**

Notices and other communications under these Operational Rules shall, where they are required to be in writing, be sent by first class prepaid mail or facsimile transmission addressed to the recipient at its notice or e-mail address, and will be deemed to have been communicated upon the date of actual delivery in the case of facsimile transmission and e-mail and in the case of a letter the next working day following postage.

In the event of any conflict between the terms of the Memorandum and Articles of Association and Bye Laws and the terms of the Operational Rules, the Memorandum and Articles of Association and Bye Laws shall prevail.

**AMENDMENTS TO OPERATIONAL RULES**

The Board alone shall be competent to amend the Operational Rules.

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**SECTION A1**

**CLUB OBLIGATIONS /  
LEAGUE STRUCTURE**

**SECTION A1 | CLUB OBLIGATIONS / LEAGUE STRUCTURE**



**SECTION A1 - CLUB OBLIGATIONS / LEAGUE STRUCTURE**

**CLUBS: ACCEPTANCE OF OPERATIONAL RULES**

- A1:1 Each Club which participates in Super League, the Championship or League 1, or in any other league or competition or any game under the jurisdiction of the RFL or organised by the RFL is deemed by acceptance of the invitation to be bound by the Operational Rules and each RFL Policy, the Rules and Regulations of any body of which the RFL is a member (being the IRL and ERL(F)), the terms of any agreement entered into by the RFL and the Laws of the Game and accept and submit to the jurisdiction of the RFL.
- A1:2 For the avoidance of doubt Operational Rule A1:1 includes an agreement to be bound by the arbitration provisions contained within these Operational Rules and RFL Policies, and all decisions made by any tribunal, panel or body constituted pursuant to these Operational Rules, or RFL Policies (including Sport Resolutions tribunals), shall be final and binding, except where specified.
- A1:3 Each Person Subject to the Operational Rules agrees that they waive irrevocably their right to any form of challenge, claim, complaint, appeal, review or recourse (including in relation to any dispute arising out of or in connection with the validity of any Operational Rule(s) or RFL Policies) to any state court or other judicial authority, subject to any applicable statutory or other rights.
- A1:4 The Laws of the Game and the Operational Rules will be published on the RFL Website. All Clubs competing in Competitions are deemed to have read and accepted the Rules as a condition of entry into each Competition.
- A1:5 Each Club agrees to be bound by and comply with all RFL Policies including, but not limited to:
- (a) the Anti-Doping Regulations;
  - (b) the Welfare Policy;
  - (c) the Safeguarding Policy;
  - (d) the Adults at Risk Policy;
  - (e) the Betting and Related Activity Code of Conduct;
  - (f) the Respect Policy and Tackle IT!;
  - (g) the Equity Statement;
  - (h) the Social and Non-Prescribed Prescription Drug Policy;
  - (i) the Medical Standards;
  - (j) the Blood Borne Diseases Regulations;
  - (k) the Super League, Championship and League 1 Codes of Conduct;
  - (l) the Overseas Travel Code of Conduct;
  - (m) the Match Day Operations Manual;
  - (n) Coaches Code of Conduct; and

- (o) Social Media Code of Conduct.

### **APPLICABLE LAWS**

A1:6 Each Club shall comply with all applicable laws including, but not limited to: (i) the Equality Act 2010 (and acknowledges and agrees that in relation to its Ground it shall meet the requirements of the Equality Act 2010 irrespective of ownership of its Ground); and (ii) all applicable employment laws. Without limiting the generality of the above, where any Club is found to have breached any applicable laws by a court, tribunal (including any Independent Tribunal or Independent Appeal Tribunal) or any other competent authority it shall be guilty of Misconduct.

Each Club will ensure that it complies with the RFL Gambling Sponsorship Policy as approved by the Board and any sponsorship and/or advertising regulation or code of practice (including but not limited to The Portman Group's Code, Advertising Standards Authority Codes of Practice and Code of Conduct for Sports Sponsorship with Gambling Companies) that is in force from time to time. Clubs will, upon request from the RFL, provide evidence of compliance.

Each Club agrees that the RFL shall be entitled (but is not obliged) to take any action and/or make such orders as it considers appropriate where to do otherwise would knowingly allow a Club to breach any applicable laws even where such behaviour is not prohibited through a strict interpretation of these Operational Rules.

A1:7 All Clubs and Person Subject to the Operational Rules shall handle all personal data provided to it by the RFL in accordance with applicable Data Protection Laws, data sharing agreements in place from time to time and any instructions provided by the RFL in relation to use of such data.

### **CLUBS: COMPETE IN COMPETITIONS / LIMITS ON OTHER MATCHES**

- A1:8
- (a) Each Club by becoming a member of the RFL agrees to compete in all competitions under the jurisdiction of the RFL or organised by the RFL in which it is eligible to compete.
  - (b) A Club shall not play a friendly or competitive match in Rugby League (i.e. any match other than a Cup Tie, a League Match or other Match in any competition approved by the Board) or take part in any other sport at any time without receiving the prior written approval of the Board. The Board's consent shall not be unreasonably withheld and the Board in reaching its decision shall pay due regard to the integrity of the respective competitions and the interests of the Game.
  - (c) Save for Matches played in accordance with Fixture List, no Club shall allow its Ground to be used for any purpose if in the opinion of the Board such act will be likely to adversely affect the gate of any Match played under the Operational Rules.

### **INDEMNITY**

A1:9 Each Club agrees to indemnify the RFL and RL Commercial (together with any of their respective holding and/or subsidiary companies, Members, officers, employees and contractors) from and against any and all costs, damages, losses, expenses and/or claims (including but not limited to claims for loss of profit or income) which may be made

## CLUB OBLIGATIONS AND LEAGUE STRUCTURE

by any third party and which are a consequence whether directly or indirectly, of the fact that the Club has not complied with its obligations in these Operational Rules (whether wilfully, negligently or otherwise howsoever) and whether or not such loss was foreseeable by the RFL and/or the relevant Club at the time of the Club's agreement to be bound by these Operational Rules.

### APPLICATION FOR MEMBERSHIP

A1:10 See Articles of Association

### LEAGUE STRUCTURE

A1:11

- (a) Save as otherwise specified by the RFL (from time time): (i) at the start of each Season there shall be 12 Clubs in the Super League, 13 Clubs in the Championship and 11 Clubs in League 1; (ii) the structure of the Super League shall be as determined by RL Commercial and SLE (currently as specified below); and (iii) the structure of the Championship and League 1 shall be as set out in the remainder of this Operational Rule.

#### Super League

- (b) During the Regular Season each Super League Club shall play 27 fixtures. Each Club shall play: (i) each of the other Clubs twice on a home and away basis; (ii) 4 additional fixtures determined by RL Commercial; and (iii) a further fixture as part of a 'Magic' weekend.
- (c) At the end of the Regular Season the top 6 Super League Clubs shall then play in the 'Super League Play Off Series'. In week 1 of the Play Off Series: (i) the Clubs that finished the Regular Season in 3rd and 6th will play in Eliminator 1 (with the Club finishing in 3rd having home advantage) with the loser being eliminated from the Play Offs; and (ii) the Clubs that finished the Regular Season in 4th and 5th will play in Eliminator 2 (with the Club finishing in 4th having home advantage) with the loser being eliminated from the Play Offs. In week 2 of the Play Off Series: (i) the Club that finished the Regular Season in 1st will play the lowest ranked winner from either Eliminator 1 or Eliminator 2 (with the Club finishing 1st having home advantage) in Semi Final 1, with the loser being eliminated from the Play Offs; and (ii) the Club that finished the Regular Season in 2nd will play the highest ranked winner from either Eliminator 1 or Eliminator 2 (with the Club finishing 2nd having home advantage) in Semi Final 2 with the loser being eliminated. The Grand Final will be played by the winner of Semi Final 1 and winner of Semi Final 2, with the Club ranked highest at the end of the Regular Season having home advantage to determine the Super League Champions. The venue of the Super League Grand Final shall be determined by RL Commercial.
- (d) At the end of the 2025 Super League Season the RFL shall confirm each Club's Grading position with the top 12 ranked sides being placed in Super League for the following Season as set out in the Grading Handbook, such Grading Handbook being subject to amendment as approved by the Board from time to time.

#### Championship

- (e) During the Regular Season each Championship Club shall play 24 fixtures. Each Club shall play each of the other Clubs twice on a home and away basis.

## CLUB OBLIGATIONS AND LEAGUE STRUCTURE

- (f) At the end of the Regular Season the top 6 Championship Clubs shall then play in the 'Championship Play Off Series'. In week 1 of the Play Off Series: (i) the Clubs that finished the Regular Season in 3<sup>rd</sup> and 6<sup>th</sup> will play in Eliminator 1 (with the Club finishing in 3<sup>rd</sup> having home advantage) with the loser being eliminated from the Play Offs; and (ii) the Clubs that finished the Regular Season in 4<sup>th</sup> and 5<sup>th</sup> will play in Eliminator 2 (with the Club finishing in 4<sup>th</sup> having home advantage) with the loser being eliminated from the Play Offs. In week 2 of the Play Off Series: (i) the Club that finished the Regular Season in 1<sup>st</sup> will play the lowest ranked Elimination Play Offs winner (with the Club finishing 1<sup>st</sup> having home advantage) with the loser being eliminated from the Play Offs; and (ii) the Club that finished the Regular Season in 2<sup>nd</sup> will play the highest ranked winner of the Elimination Play Offs (with the Club finishing 2<sup>nd</sup> having home advantage) with the loser being eliminated. The Grand Final will be played by the winner of Semi Final 1 and winner of Semi Final 2, with the Club ranked highest at the end of the Regular Season having home advantage (unless the Board on advice from RL Commercial determine otherwise).
- (g) The Clubs that finished the Regular Season in 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup> and 13<sup>th</sup> in the Championship will compete in the Middle 8s along with the top four Clubs from League 1. All Clubs in the Middle 8s will play four matches against opponents from the other respective division, two home and two away.

At the conclusion of the Middle 8s, Clubs finishing in 1<sup>st</sup> and 2<sup>nd</sup> in the Middle 8s league table remain in the Championship for the 2026 Season. The Clubs finishing in 3<sup>rd</sup> and 4<sup>th</sup> in the Middle 8s league table play off at the home venue of the 3<sup>rd</sup> placed Club for the final place in the 2026 Championship with the loser competing in League One in the 2026 Season along with the Clubs positioned 5<sup>th</sup> to 8<sup>th</sup> in the Middle 8s league table.

### League 1

- (h) During the Regular Season each Club shall play each of the other Clubs twice on a home and away basis.
- (i) At the end of the Regular Season, Clubs finishing 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> in League 1 will compete in the Middle 8s with the bottom 4 Clubs in the Championship in accordance with Rule A1:11 (g) above.

**All of the provisions above relating to promotion and relegation are subject to Section A2 (Minimum Standards) and to the extent that there is any conflict between the above provisions and Section A2, Section A2 shall take precedence.**

### CLUB NAME / LOGOS

- A1.12 (a) A Club shall not adopt a title which implies that it is representing, either wholly or in part, a country or county or town or any area or sponsor or commercial organisation nor shall it alter its name from that specified in the schedule unless, in either case, authorised to do so by the Board.
- (b) A Club shall not adopt or use any name, title or logo which may, in the opinion of the Board, bring the game into disrepute.
- (c) A Club shall not change its name or logo during a Playing Season.

- (d) Subject to (c), any Club which wishes to change its name or logo must receive the prior written consent of the RFL.

## ANTI-DOPING

A1:13 In addition to complying with the Anti-Doping Regulations, each Club shall:

- (a) follow such directions as the RFL shall give regarding providing education on the Anti-Doping Regulations to its Players and Officials and reporting on the same to the RFL, including ensuring that all of its Players and Athlete Support Personnel (as defined in the Anti-Doping Regulations) undertake a mandatory anti-doping module, keeping records of the same and providing evidence that this has been undertaken to the RFL upon request;
- (b) ensure that its Players and Officials are provided with information or updates as requested by the RFL in a timely manner;
- (c) provide suitable facilities for the collection of samples at Matches and/or training sessions (as set out in the Match Day Operations Manual);
- (d) ensure that the RFL has accurate, up-to-date addresses for its Players and Officials;
- (e) provide accurate and up-to-date information about the whereabouts of its Players and Officials to the RFL or UK Anti-Doping as requested from time to time;
- (f) if informed a Player has committed an Anti-Doping Rule Violation, treat such information as confidential and not make any public comment or statement (unless and until the information is disclosed by the Player or UKAD); and
- (g) co-operate fully with any requests by the RFL or UKAD for an interview or for further information.

A1:14 In accordance with the Anti-Doping Regulations, in the event of three or more Anti-Doping Rule Violations (ADRVs) being found to have been committed between any 1 December and the following 30 November whether by Players or other Persons Subject to the Operational Rules associated with a Club, the Club shall be guilty of Off Field Misconduct. In deciding any appropriate sanction the Compliance Manager and/or Off Field Operational Rules Tribunal shall consider all relevant factors, including but not limited to:

- (a) The types of substances involved in the ADRVs;
- (b) Whether or not there are non-doping explanations for the presence of the substances involved;
- (c) The consistency of substances involved in the ADRVs;
- (d) Whether or not there was any complicity by, or any findings against, any Club Official or Athlete Support Personnel;
- (e) The Club's approach to anti-doping education;

## CLUB OBLIGATIONS AND LEAGUE STRUCTURE

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- (f) Any efforts the Club have made to promote clean sport; and
- (g) Whether or not there has been any impact on sporting integrity.

For the avoidance of doubt the relevant dates to activate this Rule shall be the dates of the conduct which led to an ADRV being imposed (such as, but not limited to, the date of an anti-doping test or missed anti-doping test that leads to an ADRV), and not the date that an ADRV was confirmed.

### **BETTING**

- A1.15 In addition to complying with the Betting and Related Activity Code of Conduct, each Club shall:
- (a) follow such directions as the RFL provides regarding providing education on the Betting and Related Activity Code of Conduct to its Players and Officials and reporting on the same to the RFL including ensuring that all of its Players and Club staff undertake a mandatory integrity module, keeping records of the same and providing evidence that this has been undertaken to the RFL upon request;
  - (b) ensure that its Players and Officials are provided with information or updates as requested by the RFL in a timely manner; and
  - (c) co-operate fully with any requests for further information in relation to enquiries of potential breaches of the Betting and Related Activity Code of Conduct.

### **CLUB MEETINGS**

- A1:16 Each Club shall ensure that an individual with the ability to represent the Club (and where applicable vote) on any matter set out in the agenda sent to Clubs by the RFL at least 7 days in advance of a Club Meeting shall attend that Club Meeting. The RFL shall publish a schedule of all such expected Club Meetings at the start of each calendar year where possible.

### **FALSE OR MISLEADING INFORMATION**

- A1:17 Any person who knowingly or recklessly provides false or misleading information to the Board, Facility Standards Appeal Panel or the Operational Rules Tribunal in connection with the matters referred to in the Operational Rules shall be guilty of Off Field Misconduct.

*SECTION A2*

***GROUNDS***

*SECTION A2 / GROUNDS*



**SECTION A2 – GROUNDS**

**FACILITY STANDARDS**

- A2:1 The Facility Standards are focused on ensuring appropriate standards for the benefit of the Game including:
- (a) Playing facilities – to seek to ensure appropriate facilities in those areas which affect performance and player safety and welfare.
  - (b) Customer experience – to seek to give supporters and commercial partners a good experience to allow Clubs to increase revenues.
  - (c) Media images – to seek to provide an attractive visual product for TV and media, thereby achieving increased revenues for distribution to the Clubs.
- A2:2 Each Club shall ensure that save as otherwise provided in the Operational Rules (and subject to the other provisions of this Section A2), at all times it has a Ground (where necessary approved by the RFL pursuant to Operational Rule A2:37) that complies with the applicable Facility Standards published by the RFL and the Laws of the Game at which it can play all its home Matches in accordance with the fixture list produced by the RFL. A Club shall provide such evidence that demonstrates that its Ground meets the Facilities Standards as required by the RFL.
- A2:3 If a Club does not meet any of the Facility Standards (either of the relevant league it is in or any higher league or any competition it competes in (or wishes to compete in)) it may apply in writing for dispensation from the Board. The Board has absolute discretion in granting any such dispensation (and shall take into account such factors as it considers appropriate) and may make it subject to such terms and conditions as it considers appropriate (including the payment of a sum of money if the terms and conditions of any such dispensation are not met).
- In deciding whether to grant a dispensation and the terms of such dispensation, the Board shall consider: (a) the severity of the breach (marginal, partial or outright failure); (b) the action taken by the Club, or proposed to be taken, to remedy the breach (based on the Club providing documented evidence of such actions/proposed actions, including a detailed timeframe for completion); (c) the level or risk of health and safety implications for Players, staff or spectators; (d) the cost of remedying the breach; (e) the level of compliance by other Clubs in relation to that particular criteria; and (f) any other factors relating to the applicant Club that it considers appropriate including its location.
- A2:4 Any Club that does not comply with the Facility Standards applicable to its league or Competition it is competing in (subject to any dispensations granted by the Board) or does not comply with the terms of any dispensation granted by the Board shall be guilty of Misconduct. In addition, where the Board determines (acting reasonably) that a Club does not have a Ground that meets the Facility Standards (subject to any dispensations granted by the Board) then it may (at its absolute discretion) exclude that Club from the Fixture List or take such other steps as it considers necessary to protect the integrity of the relevant Competition.
- A2:5 For a Club to be eligible for promotion to the Super League or Championship (as applicable) for any Season its ground must meet the Facility Standards of the Super League or Championship (as applicable) or the Board must have granted a dispensation in accordance with A2:3 above by, in each case, in relation to promotion at the end of the 2025 Season 8 August 2025 or such later date as specified by the Board. For the

avoidance of doubt a dispensation may include an extension of time beyond the date above to complete any work necessary to meet the applicable Facility Standards.

Any request for a dispensation by a Club that wishes to be eligible for promotion, together with all evidence on which a Club wishes to rely on in relation to such dispensation, must have been provided in writing to the RFL by 31 July in the previous Season (subject to any dispensation to the evidence required by this deadline agreed to by the RFL).

A2:6 If any League 1 Club finishing in the top 2 of the Middle 8s league table or winning the Middle 8s playoff is not eligible for promotion to the Championship (due to not meeting the Facility Standards) then that Club will not be promoted.

A2:7 Any League 1 Club(s) competing within the Middle 8s which are not eligible for promotion to the Championship (due to not meeting the Facility Standards) shall still be entitled to participate in the Middle 8s; however:

in accordance with Rule A2:6 above, if a League 1 Club finishes 1<sup>st</sup> or 2<sup>nd</sup> in the Middle 8s, or wins the Middle 8s playoff and does not meet the Championship Facility Standards (or has not been granted a dispensation by the Board), that Club will not be promoted and the final makeup of the Championship shall be determined by the Board.

A2:8 **APEALS**

A2:9 Any appeal by a Club against a Board decision that: (i) it should not be granted a dispensation to the Facility Standards and is accordingly not eligible for promotion; or (ii) that another Club should be granted a dispensation to the Facility Standards and is accordingly eligible for promotion, shall be made within 7 days of the Club receiving notification of the Board's decision.

A2:10 The appeal must contain a statement setting out all valid grounds for appeal which are as follows:

- (a) there has been an error of law; or
- (b) the decision was unreasonable or unsupportable having regard to the evidence presented to the Board.

A2:11 The appeal must provide copies of all documentation upon which the Club intends to rely in support of the appeal. At the same time the Club must lodge with the RFL £5,000 to cover the prospective costs of the appeal.

A2:12 The appeal shall be to a tribunal of three arbitrator(s) (Facility Standards Appeal Panel (FSAP)) appointed in accordance with the Arbitration Rules of Sport Resolutions (a trading name of The Sport Dispute Resolution Panel Ltd - Company No. 3351039), which rules are deemed to be incorporated by reference to this clause, save as where varied within this policy.

A2:13 The FSAP shall include a chairperson, who shall be a solicitor or barrister of at least 5 years post qualification experience, and two further side members.

A2:14 The appeal shall be governed by the Arbitration Act 1996 (the "Act") and Sport Resolutions Appeal Arbitration Rules, save as where varied above and below. The decision of the FSAP to either set aside or affirm a decision of the Board shall be final and binding on all concerned.

- A2:15 The burden of proof of the matters set out in the appeal shall be on the Club and the standard of proof will be the balance of probabilities.
- A2:16 Any Club potentially directly affected by the decision shall have a right to make written submissions to the FSAP which may be taken into account at the discretion of the FSAP. The FSAP may also, in its discretion, request oral submissions from any third-party Club.
- A2:17 The amount of the costs of the FSAP arbitration (i.e. the costs of Sport Resolutions, the tribunal members and any experts appointed by the tribunal), shall be determined by the Executive Director of Sport Resolutions in accordance with Sport Resolutions procedures in force at the time.
- A2:18 The parties shall bear their own legal and other costs of the appeal process (unless determined otherwise by the FSAP) (such costs in the case of the Club to be deductible from the £5,000 retained by the RFL).
- A2:19 The seat of the FSAP arbitration shall be Manchester, England (unless otherwise determined by the FSAP).
- A2:20 Procedurally, FSAP arbitrations under this Policy shall incorporate all the provisions of the Act, save that sections 44, 45 and 69 of the Act shall not apply.
- A2:21 Substantively, FSAP arbitrations shall be decided in accordance with the law of England and Wales unless otherwise agreed in writing by the parties or unless otherwise directed by the FSAP.
- A2:22 Any party to (or involved in) proceedings before the FSAP shall be deemed to have consented to publication by RFL in the media of a decision made by the FSAP whether the same shall, or shall not, reflect on the character or conduct of the parties or their representatives. In this context, any party to (or involved in) proceedings each agrees to waive any rights it may have to bring a claim, of whatever nature, against the following (non-exhaustive) list of parties: the RFL (and any employee or representative of RFL); and/or the Board (or individual directors); and/or Sport Resolutions or any employee or representative of Sport Resolutions.
- A2:23 All decisions of the FSAP shall be final and binding on the parties (including any third party Clubs), and the parties (including third party Clubs) agree that, by virtue of their membership of the RFL, they submit to the jurisdiction of Sport Resolutions and the Arbitration Rules of Sport Resolutions, including any variations as provided for in this Minimum Standards Policy, and waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority.
- A2:24 Any other dispute or matter or difference related to this Minimum Standards Policy, which does not fall to be determined by the FSAP appointed in accordance with the Arbitration Rules of Sport Resolutions, and which may arise from the exercise of the Board's powers will be determined pursuant to Section E of the RFL Operational Rules.
- A2:25 For the avoidance of doubt, paragraph A2:23 shall not operate to provide an appeal against a decision of the FSAP tribunal appointed in accordance with the Arbitration Rules of Sport Resolutions.

### **INSPECTION OF GROUNDS**

- A2:26 The RFL may appoint representative(s) to inspect the ground of any Club at any time and report to the RFL on the same. For the avoidance of doubt, the RFL may exercise its rights under this Clause, irrespective of whether or not concerns have been raised by another Club, the Police, a Match Commissioner or other person.

- A2:27 If as a result of any report received pursuant to the paragraph above or otherwise the Board considers that a ground does not meet the Facility Standards, or a Club has not complied with the terms of any dispensation granted pursuant to A2:3 or any ground is otherwise unsuitable it may:
- (a) refuse to allow a Match or Matches to be played thereon; and/or
  - (b) give instructions to the Club concerned as to the conduct of operations at the ground and/or order the Club concerned to undertake such alterations and/or improvements as it thinks fit and the Club concerned shall comply with such instructions and/or orders; and/or
  - (c) refer the matter to the Compliance Manager for investigation.

### GROUND SAFETY

- A2:28 Each Club shall formulate and maintain in force ground regulations, which must be in accordance with such instructions as the RFL may give from time to time and which must, in particular, state that each entrant to the ground must comply with the regulations and these Operational Rules. Each Club shall ensure that such regulations are notified to and lodged with the RFL by 15 January prior to the start of each Playing Season and upon each occasion when amendments are made thereto.
- A2:29 Each Club whose ground is a Designated Sport Ground under the Safety of Sport Ground Act 1975 and is therefore required to have a Ground Safety Certificate shall: (a) by 15 January prior to the start of each Season, supply a copy of the current Ground Safety Certificate to the RFL; and (b) advise the RFL in writing immediately if such certificate is amended or revoked.
- A2:30 Each Club part of whose ground is required to have a Regulated Stand Certificate in accordance with the Fire Safety and Safety of Places of Sports Act 1987 shall: (a) by 15 January prior to the start of each Season, supply a copy of the current Regulated Stand Certificate to the RFL; and (b) advise the RFL in writing immediately if such certificate is amended or revoked.
- A2:31 Any Club whose ground is outside the UK, shall provide all necessary documentation in relation to the ground where they will play their home matches in line with the relevant legislation for that country.
- A2:32 Where a Club (including any Club whose ground is outside of the UK) plays its Matches on a non-designated ground it shall: (a) manage the ground in every respect as if it was a designated ground under the Safety at Sports Grounds Act 1975 or any successor act or legislation and any other relevant legislation; and (b) by 15 January prior to start of each Season, supply a copy of its ground management plan signed by a competent Ground Safety Officer to the RFL. For the avoidance of doubt, it is each Club's responsibility to have an appropriate ground management plan and the RFL's receipt of the same shall not be taken as any sign-off or approval by the RFL of the same.
- A2:33 Each Club (including any non-UK based Club) shall ensure that a competent Ground Safety Officer (GSO) takes responsibility for the safe management of its ground on match days. For UK based Clubs, guidance on competence can be found in The Guide to Safety at Sports Grounds, Sections 3.11 & 3.12 - The Green Guide. Non-UK based Clubs should follow any relevant legislation in respect of employing a competent GSO. Such GSO shall be a current and active member of the Rugby League Ground Safety Officers' Association (RLGSOA).

Each Club shall ensure that GSO Reports are submitted following each Match, within the timescale and in the format prescribed by the RFL from time to time.

- A2:34 Without prejudice to any other provision of these Operational Rules, each Club agrees to ensure that its Ground and facilities (irrespective of ownership), complies with all rules, regulations, statutes or any other rules which have the force of law in the country in which the team plays its home matches and which relate to Health and Safety, Safety at Sports Grounds and safety of spectators at such grounds. Such regulations and statutes in the UK shall include (but not by way of limitation), the Health and Safety at Work Act 1974, Occupiers Liability Acts 1957 and 1984, the Safety of Sports Grounds Act 1975, the Regulatory Reform (Fire Safety) Order 2005 and the Equality Act 2010. Each Club shall upon the request of the RFL provide proof of such compliance.

### **ARTIFICIAL GRASS PITCHES**

- A2:34 Save as set out below, Artificial grass pitches may be utilised in all Competitions subject to any such pitch complying with the RFL Performance and Construction Standards for Synthetic Turf Rugby League Competition and Training Pitches, (the "Standards"). These include but are not limited to:
- (a) Artificial grass pitch surfaces to be used for Super League or Championship Club Matches must satisfy the 'Stadium' category of the Standards.
  - (b) Artificial grass pitch surfaces to be used for League 1 Club Matches and contact training at all levels shall satisfy either the 'Stadium' or 'Community' categories of the Standard or World Rugby's Rugby Turf Performance Standards.
  - (c) The installed artificial grass pitch must have been laboratory tested by an RFL approved laboratory and shown to be fully compliant with the relevant laboratory test requirements.
  - (d) The installed artificial grass pitch must be maintained in accordance with the Standards.
  - (e) Stadium pitches must be tested annually. Community Standard pitches and World Rugby's Rugby Turf Performance Standard pitches must be tested every two years. An up-to-date field test certificate must be submitted to the RFL two months prior to the commencement of each Season.
  - (f) Should an artificial grass pitch fail its certification no further activity shall take place on the pitch until appropriate remedial action has been taken, the pitch retested and certified as compliant with the relevant performance standard.
  - (g) The installed pitch shall be available for inspection by the RFL (or its agents) at such reasonable time as the RFL shall require and the Club using the pitch shall be responsible for the reasonable costs of such inspections.

### **GIANT SCREENS**

- A2:35 If a Club has a giant screen facility, it shall ensure it complies with all directions and guidance that the Board may give from time to time in relation thereto.

**CHANGE OF GROUND**

- A2:36 (a) No Club shall permanently change the ground where it normally plays competitive Matches without obtaining the prior written consent of the Board and must make any such request at least 30 days prior to when it wishes to change its ground.
- (b) No Club shall permanently change the ground where it normally plays competitive Matches during its league Season unless exceptional circumstances can be shown to exist.
- (c) No Club shall change temporarily the ground where it normally plays competitive Matches without the prior written consent of the Board. The Board shall take such criteria as it thinks fit into consideration when reaching its decision.
- (d) The Board shall be entitled to require a Club to produce such documents and may request the attendance of such individuals as it may reasonably require in order to assist it in making its decision in relation to (a), (b) or (c) above.
- (e) If any Club wishes to change its ground (permanently or temporarily), it must, (at the same time as it notifies the Board of its intent to change grounds, prove to the Board that the new ground complies with the RFL's Facility Standards (or seek the relevant dispensations) and all relevant legislation in force from time to time and these Operational Rules. For the avoidance of doubt, compliance with these Standards shall not mean that the Board is obliged to grant the application and non-compliance shall not prevent the Board from granting such dispensations as it thinks fit.
- (f) In the event that the Board consents to a Club temporarily or permanently changing its ground in accordance with paragraphs (a), (b) and (c) above, the Board shall be entitled to impose such reasonable sanctions and/or conditions (financial or otherwise including, but not limited to, in relation to which Competition the Club shall compete in either in the current Season or the following Season) on the Club as it considers fit.

**PITCH DIMENSIONS/PLAYING AREA**

- A2:37 Pitch dimensions shall be registered with the RFL by Clubs at least 7 days prior to the start of each Season, by completing the form prescribed by the RFL from time to time and sending it to the Board and once registered must not be altered during the Season without the permission of the Board. If a Club fails to comply with its obligations under this clause, its pitch dimensions shall be deemed to be those on which it played on during the preceding Season.
- A2:38 The playing area of each ground must be in a fit playing condition for each Match (in the appropriate Match Official's opinion). Clubs are also responsible for ensuring that the pitch and surrounding areas are maintained in a safe condition.
- A2:39 There must be a permanent solid barrier excluding spectators from the playing area. In addition, and as provided in the Facility Standards, the pitch dimensions are:

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- (a) a clear playing area of not less than 88 metres nor more than 100 metres from goal line to goal line and not less than 55 metres nor more than 68 metres from touch line to touch line;
  - (b) that the dead ball line shall be not less than 6 metres nor more than 11 metres behind the goal line;
  - (c) that there shall be a suitable clear margin of 3 metres along the touch lines and dead ball lines;

Where (a) and (b) above can only be achieved to the exclusion of (c) then for the avoidance of doubt, the pitch should be marked to ensure that there is a clear margin of 3 metres with the distance between the dead ball line and the goal line reduced accordingly. Where the playing area is larger than the minimum specified above and the ground otherwise fulfils requirements, it shall not be reduced for the purposes of any Match unless directed by the Board. The appropriately appointed Match Official may order the pitch markings to be changed if he thinks fit prior to allowing a Match to kick off.

Where a Club cannot achieve a clear margin of 3 metres along the touch lines and dead ball lines but can achieve 2 metres it may apply to the RFL for dispensation to have collapsible or padded structures between 2m and 3m of the touch and dead ball lines. For the avoidance of doubt a padded TV camera may be placed between 2m and 3m of the touch and dead ball lines but photographers may not. Persons carrying out official duties under these Operational Rules may also be between 2m and 3m of the touch and dead ball lines.

**SECTION A3**

# **FINANCIAL MATTERS**

**SECTION A3 | FINANCIAL MATTERS**



## **SECTION A3 – FINANCIAL MATTERS (INCLUDING SALARY CAP)**

### **DISTRIBUTIONS**

A3:1 Each Club may be entitled to receive distributions from the RFL as specified from time to time by the RFL as set out in the Finance Letter prior to the start of the Season in which distributions are paid. Each Club acknowledges and agrees that if it ceases to be a member of the RFL or ceases to have the right to participate in any RFL competition for any reason including, but not limited to, as a result of an Insolvency Event (as defined in the RFL Articles of Association) then it shall, from that date, cease to have any right to receive distributions.

For the avoidance of doubt each Super League Club's right to receive distributions from SLE shall be subject to separate agreement with SLE.

### **HMRC LIABILITIES**

A3:2 Each Club shall ensure that at all times its liabilities to HMRC in respect of VAT and PAYE are up to date (in this context up to date means not more than 28 days in arrears). Each Club shall promptly upon request from the RFL give HMRC written permission in such form as the RFL/HMRC may require for HMRC to share information about the Club's liabilities to HMRC with the RFL.

Notwithstanding the above paragraph if any Club has any liabilities to HMRC it shall also promptly upon request from the RFL: (i) confirm the exact amount of any such liabilities both current and historic; (ii) confirm exact details of any agreements which are in place with the HMRC as regards the outstanding liabilities; and (iii) where applicable, provide evidence of payments made to clear liabilities.

It may be considered Off Field Misconduct to have overdue HMRC liabilities, to fail to submit certification, to submit incorrect certification or to under report to HMRC and such Off Field Misconduct may also be considered to be a matter which impacts on the integrity of competition.

### **SPECIAL MEASURES**

A3:3 Where the RFL reasonably has concerns for a Club's stability, the Club may be placed into "Special Measures". This shall include, but not be limited to:

- (a) non-compliance with monitoring and reporting requirements under a Club's DCMS Loan Agreement (if applicable);
- (b) the RFL receiving loan and/or distribution advance requests from that Club;
- (c) repeated complaints from other Clubs regarding non settlement of inter-club payments and debts to other Persons subject to the Operational Rules including three or more complaints reported from separate Clubs or Persons subject to the Operational Rules within a 12-month period;
- (d) any delay in supplying other Clubs with Shared Gate Match Accounts or any delay in the payment of funds associated with such Matches as required per the Operational Rules;
- (e) overdue settlement of HMRC liabilities;
- (f) delays in settlement of other game related debts;

- (g) a loss reported in the Club's statutory accounts;
  - (h) other circumstances that give the RFL reason to have concerns about the financial sustainability of a Club, including an analysis of historic financial performance.
- A3:4 Any decision to place a Club in Special Measures shall be made by the Special Measures Sub-Committee of the RFL Board and may be made at any point in a Season.
- A3:5 When a Club is in Special Measures it may be required:
- (a) to provide such proof as the RFL requests that current and historic liabilities have been and are being paid on such basis as specified by the RFL;
  - (b) to provide such information as the RFL requests about the Club's management accounts and budgets;
  - (c) without limiting (b), to complete a detailed financial forecast (including profit and loss account, balance sheet and cash flow) in such form as required by the RFL and to provide ongoing financial information for such period as determined by the RFL;
  - (d) to allow the RFL (or persons appointed by the RFL) to carry out an on-site audit with the scope of the audit determined by the RFL. This may include, but not be limited to, a full balance sheet review, a review of financial processes, management information and governance and a going concern and associated statement may also be required from the Club;
  - (e) to provide the RFL (or persons appointed by the RFL) reasonable access to all the Club's records and officers and employees;
  - (f) to comply with the conditions specified by the RFL about the value, duration and type of contract it may enter into with Players and not to enter into any contract without the RFL's permission; and
  - (g) to comply with any other conditions or requests specified by the RFL (acting reasonably).
- A3:6 In addition, where any Club is (or has been) in Special Measures, the RFL shall be entitled to set a Sustainability Cap pursuant to the Super League and/or Championship and League 1 Salary Cap and Sustainability Regulations. Where the only measure applied to a Club is the setting of a Sustainability Cap, then the Special Measures Sub-Committee may decide that the Club shall be deemed to not be in Special Measures but only a Financial Focus Club.
- A3:7 Failure to comply with any arrangements required under Special Measures may result in the RFL withholding central distributions and taking such other action as it thinks fit.
- A3:8 Clubs may be removed from Special Measures where the RFL, acting through the Special Measures Sub-Committee, is satisfied that the stability risk has passed.

## **ACCOUNTS**

- A3:9 Subject to the remaining provisions of this Operational Rule, each Club shall submit to the RFL within 21 days of publication and, in any event, on demand if so requested, a copy of its full statutory accounts and any other financial records which the RFL may require from time to time.

Where under the Companies Act a Club is permitted to file abbreviated accounts, it may provide such accounts to the RFL to meet its obligations under this Operational Rule provided that it also provides full management accounts with a detailed reconciliation to the abbreviated accounts in a form satisfactory to the RFL.

Clubs shall notify the RFL of the date they have filed their annual accounts at Companies House.

## **STRUCTURE**

- A3:10 Upon request each Club must provide an overall legal group structure including information on any subsidiary, associated entity and any controlling entity up to the ultimate parent company (any associated company or subsidiary of such parent must also be disclosed) and shall upon request provide such financial information relating to such companies as the RFL reasonably requests.

## **INSURANCE**

- A3:11 Each Club shall ensure that it has in place adequate policies of medical insurance in respect of its own players and public liability insurance to cover itself, and all spectators who attend its ground from time to time for activities not connected with Rugby League together with cover against any property owner's liability risks (such as liability under the Defective Premises Act 1972 and/or the Occupiers Liability Acts 1957 and 1984 or any rules or regulations made thereunder). The RFL shall notify Clubs from time to time of the level and breadth of insurance cover which it maintains, and of changes to the level and/or breadth of such cover from time to time.

## **LOAN OF PLAYERS**

- A3:12 If a player is loaned out or dual registered to another Club, responsibility for payment of their salary and any appearance money they are entitled to shall remain with the Club they are contracted to. Recovery of any costs should be made by invoicing the agreed values monthly to the recipient Club. The recipient Club should ensure that these invoices are paid in a timely manner.

## **LEVY**

- A3:13 RL Commercial may raise such money as it may require from time to time by way of a levy on the Clubs or otherwise.

## SET-OFF

A3:14 Whenever any sum of money shall be recoverable from or payable by any Club or any other Person subject to the Operational Rules to:

- (a) the RFL including but not limited to fines, costs, awards or decisions made by the Council, the Board, the Operational Rules Tribunal, the Operational Rules Appeal Tribunal or the Compliance Manager; or
- (b) RL Commercial; or
- (c) any Club or other Person subject to the Operational Rules including but not limited to pursuant to decisions of the Independent Tribunal, Independent Appeal Tribunal or under any Compromise Agreement entered into between a Club and a Player; or
- (d) any of the RFL, RL Commercial or SLE's commercial partners or suppliers,

then the same (plus an administrative charge as specified by the RFL from time to time) may be deducted from any sum payable by the RFL (or SLE as appropriate) then due or which at any time thereafter may become due to that Club or other Person subject to the Operational Rules and used to meet such debt/s. Each Super League Club irrevocably instructs SLE to deduct such sums from SLE distributions (on request by the RFL) that would otherwise be paid by SLE to that Club and pay that sum to the RFL to meet the relevant debt/s.

Exercise by the RFL of its rights hereunder shall be without prejudice to any other rights or remedies available to the RFL.

## SALARY CAP

A3:15 Each Club shall comply with the Super League Salary Cap and Financial Sustainability Regulations and the Championship and League 1 Salary Cap and Financial Sustainability Regulations (as applicable to the leagues it plays in from time to time).

## FINANCE LETTER

A3:16 Before the end of the year prior to when distributions are payable, the RFL will serve a Finance Letter on each Club that sets out all information on financial matters relating to the following Season. This will include (but not be limited to) central distributions, payments on Challenge Cup proceeds for all rounds, Play-off Matches at all Tiers (including Grand Finals), 1895 Cup Proceeds for all rounds and commission agreements for Regular Season Matches. In addition, it will set out what deductions from central distributions each Club may expect.

## PASSHOLDERS

A3:17 Each passholder (being a person provided with the appropriate RFL Pass) on request (in such format as may be required from time to time) shall be provided with two tickets (which shall be strictly for the personal use of the passholder and one guest and not transferable). Each Club agrees to admit the passholder and his/her guest to their ground and stands for each match under the jurisdiction of the RFL subject to such conditions as the RFL shall publish from time to time subject to the application being made as set out in each Club's specified procedures (as approved by the RFL) and

subject to availability at the time of application. Any passholder found to be in breach of the conditions of use published by the RFL will have their pass and all related privileges withdrawn.

**ADMISSION CHARGES (APPLICABLE ONLY IF MATCHES ARE PLAYED WITH PAYING SPECTATORS IN ATTENDANCE)**

**CHALLENGE CUP TIES**

A3:18 Save as otherwise directed by the RFL, for all rounds except the semi-final and the final:

- (a) The charges for admission shall be agreed by the Clubs no later than 2 days after the opposition is known, but, either in the event of a disagreement on written application by one Club or where a RL Commercial approved ticketing scheme is in place the Board shall decide. All prices shall be announced to the public via the media before the round is played and in any event no later than 24 hours after the charges are agreed (as above).
- (a) No Club shall admit a member or a season ticket holder to a Cup Tie without the individual paying the admission charge fixed for members of the public to the ground and stands save with the permission of the Board or as part of an RL Commercial approved ticketing scheme. In relation to this it has been agreed that all junior season ticket holders (of both the home and away Club) shall be permitted free entry from Round 2 up to and including the quarter final.
- (b) The visiting Club shall be entitled to check all turnstiles, gates and relevant access control systems for all Cup Ties apart from the final.
- (b) The home Club shall supply to the visiting Club on request the turnstile readings and the reading of admissions at any other point of entry including the free ticket list.
- (c) The visiting Club may request that advance sale tickets be issued and if requested shall be entitled to be provided, in order to sell at face value, up to 30% of all tickets made available for general sale to the public. Standing, seating and hospitality tickets shall count towards the 30% calculation, but, for the avoidance of doubt, the visiting Club shall not be entitled to sell any hospitality tickets, and the home Club shall have reasonable discretion as to how to break down the 30% between standing and seating on safety grounds.
- (d) In "all ticket" games the visiting Club shall be entitled to be provided, in order to sell at face value, up to 30% of all tickets made available for general sale to the public. Standing, seating and hospitality tickets shall count towards the 30% calculation, but, for the avoidance of doubt, the visiting Club shall not be entitled to sell any hospitality tickets, and the home Club shall have reasonable discretion as to how to break down the 30% between standing and seating on safety grounds.
- (e) Such tickets required to be released under (e) and (f) above shall be released so that they are received by the visiting Club as soon as reasonably possible following the request.
- (c) In the event that the home Club fails to comply with (e), (f) and/or (g) above, this shall constitute Off Field Misconduct and in addition to the penalties available under the Operational Rules for Off Field Misconduct, the home

Club may be required by the Compliance Manager and/or Operational Rules Tribunal and/or Operational Rules Appeals Tribunal to pay a penalty to the away Club representing 10% of the aggregate sales (exclusive of VAT) of all tickets sold for the game.

- (f) Unsold tickets shall be returned to the home Club not later than 48 hours before the Match and if the visiting Club defaults then it shall be liable for the full cost of any unsold tickets remaining from its total allocations.
- (d) Each Club shall be entitled to 58 complimentary admission tickets for seats, twenty of which shall be in the Directors area. In addition, complimentary admission tickets shall be allocated to RL Commercial's sponsors or as part of an RL Commercial marketing strategy or initiative. There shall be no other free admission, except for fully authorised RFL pass holders and accredited members of the media, unless both Clubs agree in writing and in the case of a dispute between the Clubs the RFL will determine the position taking into account the circumstances known to it.
- (g) Where it is deemed appropriate, the Board shall have the right to vary the allocation of tickets to the visiting Club or to require a Cup Match to be made "all ticket".
- (e) A visiting Club shall have the right to be allocated 30% of the accessible facilities, including wheelchair spaces available at the ground.
- (h) In the event that the home Club fails to comply with (l) above, the home Club shall pay a commission to the away Club as if it had complied and the away Club had sold all of the tickets, such commission to be calculated in accordance with (h) above. The commission payable on any tickets actually sold by the away Club shall be deducted from this penalty commission. In addition, such failure shall constitute Off Field Misconduct.

#### **CHALLENGE CUP SEMI FINALS & FINAL**

A3:19 RL Commercial shall decide the admission charges and ticket allocations for the Challenge Cup Semi Finals and Final. RL Commercial shall notify each Club of its allocation and each Club may, within 48 hours of such notice, make representations to RL Commercial that the allocation should be increased. All tickets shall be paid for by the Clubs participating in the Challenge Cup Final at their face value. Each such Club shall pay such sum to RL Commercial no later than 7 days after the Cup Tie. Any unsold tickets shall be returned to RL Commercial in accordance with its instructions. Failure to follow such instructions may result in the unsold tickets being charged to the relevant Club at their face value.

#### **LEAGUE MATCHES**

A3:20 Save as otherwise directed by the RFL for Regular Season Matches:

- (a) The price of admission shall be determined by the home Club. Where practicable any offer made available to home Club supporters, in relation to a Match shall be made available to the away Club's supporters,
- (b) The visiting Club may request that advance sale tickets be issued and if requested shall be entitled to be provided, in order to sell at the usual Home Club advance sale value, up to 10% of all tickets made available for general sale to the public. Standing, seating and hospitality tickets shall count

towards the 10% calculation, but, for the avoidance of doubt, the visiting Club shall not be entitled to sell any hospitality tickets, and the home Club shall have reasonable discretion as to how to break down the 10% between standing and seating on safety grounds.

- (c) In "all ticket" games the visiting Club shall be entitled to be provided, in order to sell at the usual Home Club advance sale value, up to 10% of all tickets made available for general sale to the public. Standing, seating and hospitality tickets shall count towards the 10% calculation, but, for the avoidance of doubt, the visiting Club shall not be entitled to sell any hospitality tickets, and the home Club shall have reasonable discretion as to how to break down the 10% between standing and seating on safety grounds.
- (d) Such tickets required to be released under (b) and (c) above shall be released so that they are received by the visiting Club 21 days prior to the date of the fixture or 21 days prior to the date the fixture was originally scheduled in the event of a fixture movement with less than 28 days' notice.
- (e) In the event that the home Club fails to comply with (b), (c) and/or (d) above, in addition to being Off Field Misconduct, the home Club shall pay a commission to the away Club as if it had complied and the away Club had sold all of the tickets, such commission to be calculated in accordance with (f) below. The commission payable on any tickets actually sold by the away Club shall be deducted from this penalty commission.
- (f) The visiting Club shall be entitled to a commission representing: (i) in the case of Super League Clubs, 25%; and (ii) in the case of Championship and League 1 Clubs, 20% of the aggregate sales (exclusive of VAT) of tickets sold by it on behalf of the Home Club, unless otherwise agreed between the Clubs. The visiting Club shall submit a VAT invoice in respect of the commission due within 7 days of the date of the match taking place. Unsold tickets shall be returned to the home Club not later than 48 hours before the Match and if the visiting Club defaults then it shall be liable for the full cost of any unsold tickets remaining from its total allocations.
- (g) Super League home Clubs should provide 58 complimentary tickets to the visiting Club: 20 of which should be in the Directors Box. Championship and League 1 home Clubs should provide, if requested, a minimum of 30 complimentary tickets to the visiting Club at least 12 of which should be in the Directors Box. Clubs should only request genuine requirements. In addition, complimentary admission tickets shall be allocated to the RFL's sponsors as directed by the Board, or if it so delegates, the respective divisional associations as appropriate.
- (h) Where it is deemed appropriate, the Board shall have the right to vary the allocation of tickets to the visiting Club or to require a League Match to be made "all ticket".
- (f) A visiting Club shall have the right to be provided with, on request, a reasonable proportion of the accessible facilities, including wheelchair spaces available at the ground.

#### **PLAY-OFF MATCHES**

A3:21 Save as otherwise directed by the RFL, in relation to the prices of admission for the Championship Play-Offs and the Middle 8s, the provisions of Operational Rule A3:18

(Challenge Cup Matches) shall apply with all necessary changes (and save that A3:18(b) in relation to the admission of junior ticket holders shall not apply).

The prices of admission for the Super League Play-Offs, shall be decided by RL Commercial.

**1895 CUP**

A3:22 Save as otherwise directed by the RFL, in relation to the prices of admission for all 1895 Cup Matches (save for the Final) the provisions of Operational Rule A3:18 (Challenge Cup Matches) shall apply with all necessary changes (including that the reference to Round 3 in A3:18(b) shall be deemed to be a reference to all rounds (other than the Final) of the 1895 Cup.

In relation to the 1895 Cup Final the price of tickets shall be determined by RL Commercial.

**SECTION A4**

***RIGHTS, BROADCASTING  
AND SPONSORSHIP***

**SECTION A4 | RIGHTS, BROADCASTING AND SPONSORSHIP**



## **SECTION A4 – RIGHTS, BROADCASTING & SPONSORSHIP**

### **CODES OF CONDUCT**

- A4:1 Each Club acknowledges that the RFL/RL Commercial may from time-to-time issue codes of conduct in relation to the matters covered in this Section A4. Each Club agrees that it shall comply with all such codes of conduct.

### **INTELLECTUAL PROPERTY**

#### **CHALLENGE CUP**

- A4:2 Each Club hereby acknowledges and agrees that the beneficial title to all copyright, trade marks (whether registered or not) and any other intellectual property rights subsisting or which may in the future subsist in the Cup and in the Cup trophy including, without limitation, any such rights in the phrase "The Rugby League Challenge Cup" or any part thereof, and/or in any logo incorporating the name of the competition and/or any graphic representation of the trophy, (the "**Challenge Cup Intellectual Property Rights**"), is and shall remain the sole property of the RFL (subject to the provisions of the Governance Realignment Agreement).

#### **SUPER LEAGUE, CHAMPIONSHIP, LEAGUE 1 AND OTHER RFL LEAGUES OR COMPETITIONS**

- A4:3 Each Club hereby acknowledges and agrees that the beneficial title to all copyright, trade marks (whether registered or not) and any other intellectual property rights subsisting or which may in the future subsist in the Championship, League 1 or any other leagues or competitions organised and controlled by the RFL and Super League being the sole property of SLE (and all subject to the provisions of the Governance Realignment Agreement) and in any logo relating to or connected with any such league or competition (the "**League Intellectual Property Rights**"), is and shall remain the sole property of the RFL.

#### **INTERNATIONAL/REPRESENTATIVE**

- A4:4 Each Club hereby acknowledges and agrees that the beneficial title to all copyright, trade marks (whether registered or not) and any other intellectual property rights subsisting or which may in the future subsist in the Representative Matches including, without limitation, any such rights in the phrase "England Rugby League", "Great Britain Rugby League Lions" or "Great Britain and Ireland Rugby League" or any part thereof, and/or in any related logo (the "**International Intellectual Property Rights**"), is and shall remain the sole property of the RFL.

#### **USE OF INTELLECTUAL PROPERTY**

- A4:5 Each Club hereby agrees to sign and execute all documents and do all acts which the RFL and/or RL Commercial may reasonably require (at the requested cost of the RFL/RL Commercial) to vest absolutely the Challenge Cup Intellectual Property Rights, the League Intellectual Property Rights and the International Intellectual Property Rights (together the "Intellectual Property Rights") in the RFL or its nominee and to apply for, obtain, enforce and maintain in force the Intellectual Property Rights in the sole name of the RFL or its nominee in the United Kingdom and in such countries as the RFL may direct. Save as provided for in Operational Rule Section A4:6 below, no Club may use or exploit or permit any other party to use or exploit any of the Intellectual Property Rights for any purpose whatsoever, save under an express written licence from the RFL and RL Commercial.

- A4:6 Each Club shall apply the applicable competition name / logo in a manner and style to be approved in advance by the RFL in writing, to any programme produced in accordance with Operational Rule Section A4:16 and to tickets for entry into Matches, Cup Matches or Representative Matches only and each Club shall include in such application of the competition name / logo an appropriate copyright and/or trade mark notice, the form of which shall be notified in advance by the RFL.

## **MEDIA RIGHTS CONTRACTS**

### **SUPER LEAGUE, CHAMPIONSHIP, LEAGUE 1 AND OTHER RFL COMPETITIONS**

- A4:7 RL Commercial (either acting by itself or through its appointed representatives) shall have the exclusive right worldwide to use, sell, negotiate and enter into contracts with any third party in respect of, or otherwise exploit, all Broadcasting rights in relation to the Super League, Championship, League 1 and any other leagues or competitions organised and controlled by the RFL including, but not limited to, all such rights in relation to all Matches in such competitions ("the **League Broadcasting Rights**").

### **CHALLENGE CUP**

- A4:8 RL Commercial (either acting by itself or through its appointed representatives) shall have the exclusive right worldwide to use, sell, negotiate and enter into contracts with any third party in respect of, or otherwise exploit all Broadcasting rights in the Cup, including in relation to all Cup Ties played in the Cup (the "**Cup Broadcasting Rights**").

### **INTERNATIONAL/REPRESENTATIVE**

- A4:9 RL Commercial (either acting by itself or through its appointed representatives) shall have the exclusive right worldwide to use, sell, negotiate and enter into contracts with any third party in respect of, or otherwise exploit, all Broadcasting rights in Representative Matches (other than International Matches as defined in the IRL Regulations, which shall be vested and dealt with pursuant to the IRL Regulations) (the "**International Broadcasting Rights**").

## **COMPLIANCE WITH BROADCASTING CONTRACTS**

- A4:10 Each Club agrees to comply with the terms of all contracts which RL Commercial, the RFL, IRL or other IRL Member may enter into in respect of the League Broadcasting Rights, Cup Broadcasting Rights, International Broadcasting Rights and/or broadcasting rights relating to International Matches and agrees to provide to the RFL, RL Commercial or its appointed representative or to such party as the RFL and/or RL Commercial may in writing direct, such access to its ground and such facilities as are reasonably required for the performance of such contracts by RL Commercial, its appointed representative and/or any other contracting party. If any Club defaults in such obligations, it shall be guilty of Off Field Misconduct and in addition may be dealt with by the Board as it thinks appropriate which may include (but is not limited to) forfeiture use of any rights to distribution of the fees received by RL Commercial and/or the RFL.

## **SPONSORSHIP AND ADVERTISING**

### **SUPER LEAGUE, CHAMPIONSHIP AND LEAGUE 1 AND OTHER RFL COMPETITIONS**

- A4:11 RL Commercial (either acting by itself or through its appointed representatives) shall have the exclusive right to use, sell, negotiate and enter into contracts with any third party in respect of all forms of sponsorship, advertising and other commercial contracts (including those relating to corporate hospitality) in relation to the Super League, Championship, League 1 and any other leagues or competitions organised and

controlled by the RFL including, but not limited to, all such rights in relation to all Matches in such competitions (the "**League Commercial Rights**").

#### CHALLENGE CUP

A4:12 RL Commercial (either acting by itself or through its appointed representative) shall have the exclusive right to use, sell, negotiate and enter into contracts with any third party in respect of all forms of sponsorship (including titular sponsorship), advertising and other commercial contracts (including corporate hospitality for games played on neutral venues) in respect of the Cup (the "**Challenge Cup Commercial Rights**").

#### INTERNATIONAL/REPRESENTATIVE

A4:13 Subject to the IRL Regulations, RL Commercial (either acting by itself or through its appointed representative) shall have the exclusive right to use, sell, negotiate and enter into contracts with any third party in respect of all forms of sponsorship (including titular sponsorship), advertising and other commercial contracts in respect of Representative Matches (other than International Matches as defined in the IRL Regulations, which shall be vested and dealt with pursuant to the IRL Regulations) (the "**International Commercial Rights**").

#### COMPLIANCE WITH COMMERCIAL CONTRACTS

A4.14 Each Club agrees to comply with:

- (a) the terms of all contracts which RL Commercial, the RFL (or IRL) may enter into in respect of the League Commercial Rights, Challenge Cup Commercial Rights and/or International Commercial Rights; and
- (b) such directions as RL Commercial and/or the RFL may give (in its absolute discretion) to ensure that RL Commercial and the RFL complies with its respective obligations under such contracts including, but not limited to, in relation to: (i) the provision of tickets; (ii) the provision of hospitality; and (iii) the provision of advertising boards or other advertising space.

A4:15 For the avoidance of doubt, nothing in Operational Rules Section A4:10 to A4:14 above shall be construed as preventing any Club from entering into any sponsorship or supply contract whereby a sponsor's name and/or logo appears on the Club's official kit (provided the same complies with Section B1 of these Operational Rules) and each Club shall have the right to display such sponsor's name and/or logo in this way at all stages of all competitions.

#### PROGRAMMES

- A4:16
- (a) Where a Club produces a Match-day programme it shall ensure that it complies with the provisions of the applicable Code of Conduct.
  - (b) Each Club agrees that RL Commercial shall have the exclusive right and responsibility to produce, market and distribute a programme in respect of the semi-finals and the final of the Challenge Cup, the Final of the 1895 Cup and the Grand Finals.
  - (c) Each Club agrees to grant RL Commercial an exclusive perpetual and royalty free licence to reproduce and exploit in respect of the semi-finals and/or finals programmes of the Challenge Cup, the Final of the 1895 Cup, and in Grand

## RIGHTS, BROADCASTING & SPONSORSHIP

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Finals programmes its club badge and any other logo over which such Club has the right to grant such a licence.

- (d) Each Club shall ensure that its programmes do not contain material which, in the opinion of the Board, is defamatory and/or brings the Game into disrepute and/or infringes these Operational Rules.
- (e) Each Club agrees that it shall display in its programme brief messages to supporters about behaviour as required by the RFL from time to time.
- (f) Each Club shall submit to the RFL on request, two copies of each of its Match programmes.

### TV GAMES

- A4:17 Any Match selected for televising shall take place at the time, date and venue determined by the Board and the Clubs agree to comply with all instructions and requirements specified by the Board in relation thereto.

### MEDIA RIGHTS HOLDER/PRESS PASS HOLDERS

- A4:18 Each Club shall allow journalists accredited by the RFL access to the press facilities at each of its home Matches.

### PLAYERS

- A4:19 Each Player agrees to be filmed, televised, photographed, identified and otherwise recorded during Matches and training under the conditions and for the purposes determined from time to time by or on behalf his Club, RL Commercial and the RFL including in relation to the promotion of Matches, the Club, the RFL and RL Commercial and the game of Rugby Football League.
- A4:20 Any material(s) produced as a result of the exercise of the rights by the Club, the RFL or RL Commercial in accordance with this Section A4 in whatever formats and/or media, including any intellectual property rights and/or goodwill in such material(s), shall be owned (as between on the one hand and the Club or RL Commercial and/or their respective assignees on the other hand) solely by the Club or RL Commercial as appropriate and/or their respective assignees.

*SECTION B1*

***GENERAL COMPETITION  
RULES***

*SECTION B1 | GENERAL COMPETITION RULES*



## **SECTION B1: GENERAL COMPETITION RULES**

### **LAWS OF THE GAME**

- B1:1 Each Club shall ensure that all Matches in which it participates (at any level or age group) shall be played in accordance with the Operational Rules, RFL Policies and the Laws of the Game. To the extent there is any conflict between the General Competition Rules (Section B1) or any other Operational Rules and any of the League Competition Rules (Section B2), the Challenge Cup Rules (Section B3), the Player Development Programmes Rules (Section B5) and then the specific Rules in Section B2, B3 and B5 shall take precedence.
- B1:2 Clubs shall submit such information and complete such forms in the timescales and format as the Board shall reasonably specify from time to time.
- The RFL shall produce a Match Day Operations Manual, updated on an annual basis, which shall include the operating standards and protocols which apply to Persons Subject to the Operational Rules. A breach of the Match Day Operations Manual shall be Misconduct. In addition, all Persons subject to the Operational Rules shall follow all reasonable directions and requests from Match Officials, Match Commissioners or other RFL representatives on Match days.
- B1:3 Save as otherwise set out in the Operational Rules, including but not limited to Section D2 (On Field Misconduct), in relation to any On Field matter, the Match Officials' decision shall be final.

### **MATCHES ON NEUTRAL GROUNDS/USE OF FACILITIES**

- B1:4 No Club shall refuse the RFL, ERL(F) or IRL the use of its ground or social, refreshment, and car parking facilities (except for reasons beyond its reasonable control) for matches which the Board deems to be of major importance. These matches include but are not limited to Representative Matches, Cup and League finals and other Cup competitions, and Cup semi-finals, at all levels under the RFL's, ERL(F)'s or IRL's jurisdiction.
- B1:5 Where a match between Clubs is played on a neutral ground or otherwise organised by the RFL, the RFL shall provide documentation detailing the arrangements and the competing Clubs shall comply with such arrangements.

### **SAFETY AND/OR MISCONDUCT AT GROUNDS**

- B1:6 Each Club is responsible for managing its Ground safely when it is open to the public and is required to comply with its legal obligations in this regard and to carry out risk assessments as appropriate, keep suitable records as appropriate and act in accordance with good practice as set out in the Guide to Safety at Sports Grounds (Green Guide).
- B1:7 In addition each Club is required to use its Best Endeavours to take all precautions necessary to ensure that directors, players, officials, employees, representatives, spectators and all persons purporting to be supporters present at its Ground do not act unlawfully and to prevent any of the above from threatening, abusing or assaulting directors, officials, players, spectators, safety staff or any other person or damaging their property or the ground or any property or invading the pitch or pitch surrounds or throwing missiles on the pitch or acting in a disorderly or improper manner before, during or after

the conclusion of Matches or otherwise behaving in an unruly or unlawful manner or in a manner which is prejudicial to the Game or amounts to improper conduct.

B1:8 Each Club is responsible for the actions of its directors, players, officials, employees, representatives, spectators and all persons purporting to be its supporters. In addition each Club is required to use its Best Endeavours to take all precautions necessary to ensure that its directors, players, officials, employees, representatives, spectators and all persons purporting to be its supporters do not act unlawfully and to prevent directors, players, officials, employees, representatives, spectators and all persons purporting to be its supporters from threatening, abusing or assaulting directors, officials, players, spectators, safety staff or any other person or damaging their property or the ground or any property, or invading the pitch or pitch surrounds or throwing missiles on the pitch or acting in a disorderly or improper manner either at its ground or at the ground of an opponent or at a neutral venue before, during or after the conclusion of Matches or otherwise behaving in an unruly or unlawful manner or in a manner which is prejudicial to the Game or amounts to improper conduct.

B1:9 Each Club shall use its Best Endeavours to procure that at all times its players, staff, volunteers and officials (whether employed or contracted) do not engage in any Unacceptable Language and/or Behaviour, and that its spectators (and all persons purporting to be its supporters) when at matches at any venue and all spectators at all Matches at its Ground do not engage in any Unacceptable Language and/or Behaviour and shall apply Zero Tolerance to any that do engage in Unacceptable Language and/or Behaviour and shall comply with the Tackle It policy and guidelines issued from time to time by the RFL. The Compliance Manager and the Operational Rules Tribunal shall apply Zero Tolerance when dealing with cases of Unacceptable Language and/or Behaviour.

For the avoidance of doubt for the purposes of Operational Rules B1:6 – B1:9 where a Club employs or otherwise uses a stadium management company or other outside agency to manage its ground on match days, the Club remains responsible for any breaches of these Rules.

## **FULL STRENGTH**

B1:10 The principal purpose of the RFL's rules on "Full Strength" teams is to ensure:

- (a) the integrity of each Match and the Game in general;
- (b) a level playing field throughout a competition; and that
- (c) no team gains an unfair advantage or disadvantage.

It is each Club's responsibility to ensure that it has at all times a squad of players sufficient to meet its obligations in all competitions.

B1:11 Each Club shall take all reasonable and permissible measures throughout each Match to ensure that its team gives its best efforts in an attempt to win the Match and/or of obtaining the best possible score in the Match. All Players and Officials shall take all reasonable and permissible measures and give their best efforts in an attempt to win each Match and/or of obtaining the best possible score in each Match.

Clubs, officials, coaches and players must not at any time make comments that bring the Game into disrepute by inferring that any Club is not making and/or did not make its best efforts to win any Match.

### FIRST TEAM SQUADS

- B1:12 No later than 1 November prior to the commencement of each Season, each Super League and Championship Club shall notify the Professional Game Delivery Team in writing of the names of the Players who shall constitute its provisional "First Team Squad".
- B1:13 Each Club shall notify the Professional Game Delivery Team immediately of any changes to this listing and, no later than 31 December prior to the commencement of the Season, shall notify the Professional Game Delivery Team in writing of its First Team Squad along with squad numbers of its Players who will then become the Club's First Team Squad and shall continue to inform the Professional Game Delivery Team of any additions to or deletions from that list.
- B1:14 No later than 1 December prior to the commencement of each Season each League 1 Club shall notify the Professional Game Delivery Team in writing of its First Team Squad along with, where applicable, the squad numbers of its Players who will then become the Club's First Team Squad and shall continue to inform the Professional Game Delivery Team of any additions to or deletions from that list.
- B1:15 Each Club accepts that any Player who has not completed the mandatory education courses on Anti-Doping (as set out in Operational Rule A1:13 (a)), Betting and Integrity (as set out in Operational Rule A1:15 (a)), Equality, Diversity and Inclusion (as set out in the Tackle It Policy) and/or Player Welfare (as set out in the Player Welfare and Wellbeing Policy) by the date confirmed by the RFL for the 2025 Season will be subject to a mandatory standdown and will not be available to take part in any Match at any level until such courses are completed.

### NON-FEDERATION TRAINED – SUPER LEAGUE CLUBS

- B1:16 The purpose behind the "Home Grown Player" Rule is:
- (a) to encourage Clubs to develop and better develop their own players so that there are more players coming into the game and so that the standard improves; and
  - (b) to afford an opportunity to junior players to play in top level competitive matches in order to aid their development and ensure the development of the sport.
- B1:17 A Super League Club's Register and any declared 21-man squad for a match must have a maximum of 7 players who are not either: (a) Federation Trained; or (b) Academy Juniors.
- B1:18 The following definitions shall apply to Clause B1:17 above:
- (a) 'Federation Trained Player': a player who, for any 3 full Seasons before the end of the Season in which he ceases to be eligible by age to play at Under

21 level has been on the Club's register or the register of another club which plays in competitions under the jurisdiction of a member of the ERL(F). For the avoidance of doubt if a player moves from one club's register to another club's register and there is a period of no more than 28 days in the Season (as defined) and any amount of the period between the 1 December and the day of the first League Match, Representative Match or Cup Tie (whichever is sooner) between being removed from one register and being registered with another Club, consecutively shall not be broken for the purposes of this clause.

- (b) 'Academy Junior': a player who is eligible by age to play at Under 21 level and who is on the Club's Register.

B1:19 Subject to the presumption that the Board would take into account the potential views of and impact on other Clubs within the same league or division, the Board shall be given the discretion to grant to a Club or Clubs an exemption or variance to Operational Rule B1:17 where in the Board's absolute discretion the circumstances justify such an exemption or variance. The burden of establishing such circumstances is strictly on the individual Club. In addition, a Club may apply for a Player who has been granted New Talent Pool status under the Salary Cap Regulations to be granted Federation Trained status.

B1: 20 The Board shall have the discretion to declare that a Player qualifies as a 'Federation Trained Player' notwithstanding that the player does not satisfy strictly the definition where in the Board's absolute discretion the Board is satisfied that the player satisfies the spirit of the definition or considers that in view of the circumstances relevant to that case it is appropriate to declare that a Player qualifies as a "Federation Trained Player" and in particular shall take into account any time registered with a Member Club of a member organisation of the relevant Federation. The burden of establishing such circumstances is strictly on the individual player. Any such dispensation may be indefinite.

#### **SQUAD DECLARATION SYSTEM**

B1:21 The principal purpose of the Squad Declaration System is to ensure that there is transparency and integrity in team selection and that there is no opportunity for those connected with a Club to profit from insider information. Clubs, officials and coaches shall comply with the Squad Declaration System as directed by the RFL from time to time in the Match Day Operations Manual.

B1:22 Unless otherwise approved by the Board, no Super League Club shall play in its First Team in more than one Salary Cap Relevant Match (as defined in the Super League Salary Cap Regulations) in any Season any Player who does not have a basic salary of £18,000 or more per annum, save with the exception of a Player who is Dual Registered upwards or loaned to the Super League Club (from a Club outside of Super League). NB, where a Player's Contract is upgraded to ensure compliance with this Operational Rule, the upgrade to the Contract shall apply for all remaining years of the Contract.

## FULFILMENT OF FIXTURES

B1:23 Any Club that refuses or fails or is unable to play a Match in accordance with the Fixture List on the published date or any re-arranged date ordered by the Board (unless an Inspector has stated that the ground is unfit for play or the RFL has recommended that the Match be postponed in accordance with the Match Day Operations Manual) shall be guilty of Off Field Misconduct. For the avoidance of doubt, even if the Board agrees to or orders a Match to be postponed, a Club may still be found to have breached other Operational Rules (including Operational Rule D1:1 (b) (bringing the game into disrepute) in relation to the failure to fulfil the original Match in accordance with the Fixture List.

In addition, the Board shall decide whether a Club refusing or failing to play shall forfeit the Match (and if so, if applicable, whether the points shall be awarded to its opponent) or whether the Match shall be replayed.

The Board may from time to time issue a protocol setting out how it intends to exercise its discretion in relation to this Operational Rule.

B1:24 If there is any dispute around a fixture in respect of either kick off time, date or venue then the RFL in its absolute discretion shall decide when and where a fixture will be played in accordance with the Fixture Dispute Protocol.

## POSTPONEMENT, SUSPENSION OR CANCELLATION

B1:25 Matches shall only be postponed, suspended or cancelled in accordance with the Operational Rules and the Match Day Operations Manual.

## POSTPONEMENT

B1:26 If a Club suspects that its ground will not be fit for play owing to frost or any other cause it shall follow the process set out in the Match Day Operations Manual.

B1:27 Any Club which does not promptly inform the opposition Club and appointed Match Officials that a Match might or has been postponed shall be responsible for reimbursing such Club and/or Match Officials for such reasonable expenses that have been incurred by such parties and which would have been avoidable had the Club promptly informed the relevant party of the postponement.

B1:28 Save as otherwise provided for in the Match Day Operations Manual or otherwise directed by the RFL in accordance with the provisions of the Operational Rules or the Match Day Operations Manual, in the case of a postponement of a Match, the following rules shall apply in relation to any rearranged match:

- (a) The Clubs shall liaise in good faith to agree a revised date for the Match and shall advise the RFL of that date within seven days of the original Match;
- (b) If the Clubs are not able to reach agreement or do not advise the RFL within seven days then the date shall be determined by the RFL in accordance with the Fixture Dispute Protocol. In accordance with the Fixture Dispute Protocol, Clubs shall be given a period of time in which to make submissions as to the appropriate date;

- (c) Notwithstanding the above the RFL in its absolute discretion may order a Match to be re-arranged as it, acting reasonably, thinks fit in the circumstances (including requiring it to be replayed within 7 days of the original Match);
- (d) In the case of a further postponement, the RFL will decide when and where the Match will be played; and
- (e) For the avoidance of doubt all Matches in the Regular Season must be re-arranged and played prior to the last weekend of the Regular Season.

#### **ABANDONMENT OF MATCHES – RESULT, ADMISSION, DIVISION OF PROCEEDS**

B1:29 Where a Match is abandoned:

- (a) the Board will determine whether the result shall stand. If it does not stand the Match will be re-scheduled as directed by the Board. The decision of the Board in relation to such matters shall be final;
- (b) upon the abandonment of a Match for any reason before or during the half time interval which is subsequently declared to be void, spectators who attended the abandoned Match shall be entitled to admission for the next playing of the Match at half price;
- (c) upon the abandonment of a Match for any reason in the second half, no concession will apply to the re-arranged Match;
- (d) in relation to a Cup Tie: (i) if the Board declares that the result shall stand, then the division of proceeds shall be as set out in Operational Rules Section A3 as appropriate; and (ii) if the Board decide that the result shall not stand, then the proceeds of that Match and of the replaying of the same shall be aggregated and the division of proceeds as provided in the Operational Rules shall apply but the away Club shall be entitled to claim its abortive travelling expenses to the voided Match;
- (e) if any Play Off Match is abandoned, then the division of proceeds for the re-arranged Match shall be made in accordance with such directions as the Board may give from time to time; and
- (f) the Board shall have the power to vary these arrangements if it is deemed necessary to do so.

#### **PLAYING STRIP**

B1:30 Each Club shall comply with all directives issued by the RFL from time to time in relation to the sizes, numbers and positions of sponsors' logos which Clubs shall be allowed to display on playing strip.

B1:31 Each Super League Club shall:

- (a) Submit a kit manufacturer's design to the RFL for approval for each Season, no later than the preceding 30 June. This shall include full details of principal and alternative playing strip including shirts, shorts and socks and pantone reference numbers. For one off events, any design must be submitted by 31 December in the preceding year.
- (b) Any Club wishing to have approval for its kit prior to the deadline set out in a) shall be required to produce a third kit if an applicable contrast is not achievable with all other Club kits submitted up to the deadline set out.
- (c) Submit a detailed kit manufacturer's design specification to the RFL for approval for each Season, no later than the preceding 31 October confirming all sponsor logos and their dimensions.

B1:32 Each Championship and League 1 Club shall:

- (a) Submit a detailed kit manufacturer's design specification to the RFL for approval for each Season, no later than the preceding 30 September for Championship and 30 November for League 1. The specification shall include full details of principal and alternative playing strip including shirts, shorts and socks and pantone reference numbers and dimensions of all logos.

B1:33 Each Club shall ensure that:

- (a) the designs including logos submitted comply with the broadcasting and other contract(s), Codes of Conduct, RFL kit specification guidelines and laws which apply to the Competitions and countries in which the Club will play and that no offensive material is included;
- (b) there is clear contrast between the colours of the alternative strip and the principal kit;
- (c) the numbers are no less than 23cm in height, clearly visible and stand out from the surrounding background which may necessitate placing the number on a patch;
- (d) it does not commit to or start manufacturing the kit until it has received official notification from the RFL Professional Game Delivery Team that the kit has been approved; and
- (e) no changes are made from the kit specification which has been approved.

B1:34 In deciding whether to approve a kit the RFL shall take into account whether the principal and alternative kit meet B1:33(b) above. In addition, the RFL will consider whether the proposed design is sufficiently different to the kit proposed to be worn by other teams in the same competition(s) and the match officials' strips. The RFL may instruct that a Club has two different coloured pairs of shorts or socks to go with a principal or alternative strip. In order to reach its decision, the RFL may require a manufacturer to provide a swatch of the exact colours which will be used in the kit.

- B1:35 For Super League, the RFL will analyse all the kits together when determining approval of kits. For Championship and League 1 the RFL will decide on approval of kits in the order received, however in reaching its decision it may take into account the traditional colours of another Club, notwithstanding the above if a kit is received after other kits, it may be refused if kits already received mean that it will not distinguish between teams sufficiently.
- B1:36 Each Club shall provide the RFL with one full principal, one full alternative kit and where produced, a full third kit immediately such kit is received from the manufacturer. Should a kit differ from the kit for which approval has been granted the Club may be ordered to have it remanufactured to the specification which has been approved. The RFL reserves the right to reject a third kit where in its opinion, approval would cause a clash or inconvenience to the opposition Club.

### TESTIMONIAL KITS

- B1:37 Clubs may apply for permission to wear "testimonial" kits as part of the fund raising for a Player's testimonial, such kits must be submitted to the RFL for approval prior to entering production. Kits approved under this Operational Rule may only be worn in pre-season friendly games.

### SHIRT NUMBERS

- B1:38 (a) Each Super League and Championship Club shall, in advance of 31 December before the commencement of each Season, allocate a different shirt number to each member of its First Team Squad. The Club shall also allocate a number to any Player joining the First Team Squad during the Season. Such numbers shall begin at 1 and be allocated consecutively. A Club shall not change a player's number during a Season. If a player leaves a Club during a season, then this number may not be re-allocated to another Player until the next Season.
- (b) League 1 Clubs may but are not required to, in advance of the 31 December before the commencement of each Season, allocate a different shirt number to each member of its first team squad. If it does so then the Club shall also allocate a number to any Player joining the First Team Squad during the Season. Such numbers shall begin at 1 and be allocated consecutively. A Club shall not change a player's number during a Season. If a player leaves a Club during a season, then this number may not be re-allocated to another Player until the next Season. Should a League 1 club prefer however, they may use the 1-17 numbering method for their playing shirts and no player names are required on the shirt.

### KIT DIRECTIVES

- B1:39 The RFL will provide kit directives detailing which kit each team and the match officials shall wear at each Match and each Club shall comply with such directives. The starting point shall be that the home team will wear its principal kit and the away team shall be directed to wear the kit which best distinguishes the two teams; however: (a) the RFL may direct that alternative shorts and or socks are worn; and b) where otherwise unavoidable a home team may be instructed to wear its alternative kit at home.

**BRAWLS AND HARRASSMENT OF MATCH OFFICIALS**

- B1:40 Each Club shall ensure that none of its Players or Club Officials engage in a brawl. A brawl is defined as a total of two or more Players or Club Officials from a team being involved in an incident of fighting or aggressive physical contact on the pitch and surrounding areas before, during or after a Match.
- B1:41 Each Club shall ensure that none of its Players or Club Officials engage in behaviour which constitutes harassment or attempted intimidation, or inciting others to harass or attempt to intimidate, a Match Official whether by language, confrontational manner or other means whether before, during or after a Match or at any other time.

**ILLEGAL PAYMENTS**

- B1:42 Save as required pursuant to the Operational Rules and/or Match Day Operations Manual, no Club or other Person Subject to the Operational Rules shall make any (or procure the making of any) payment, gift or any other form of inducement including (but not by way of limitation) payments in kind and free or discounted tickets to any Match Official. For the avoidance of doubt, a Club should give each Match Official two free tickets per Match at which he/she is officiating.

**MATTERS ARISING**

- B1:43 The Board in its absolute discretion as it thinks fit shall determine any matter that may arise in connection with any Competition for which no provision has been made within these Operational Rules.

**SECTION B2**

**LEAGUE COMPETITION  
RULES**

**SECTION B2 | LEAGUE COMPETITION RULES**



**SECTION B2: LEAGUE COMPETITION RULES**

**GENERAL**

- B2:1 The name of the league Competitions shall be decided by RL Commercial.
- B2:2 All Members who are Clubs shall participate in one of the league Competitions. The Board may in addition invite other Clubs (whether they are Members or not) to participate in the leagues in which case such clubs as a condition of entry agree to be bound by these Operational Rules.
- B2:3 Subject as set out in the Operational Rules or SLE Articles, the management of the league Competitions shall be vested entirely and exclusively in the RFL and the Board shall, in its absolute discretion, deal with all matters connected with or arising out of the competitions (which are not specifically dealt with under these Operational Rules).

**STRUCTURE AND ENTRY**

- B2:4 The league Competitions shall be divided into divisions the format of which shall be decided from time to time by SLE in accordance with the SLE Articles of Association, in the case of Super League, and by the Board in the case of Championship and League 1.

**PROMOTION & RELEGATION**

- B2:5 Promotion and relegation (if applicable) between each of Super League and the Championship, and League 1 and the Championship, shall be in accordance with the resolutions of the Board agreed and in force from time to time, the latest of which as at the date of adoption of these Operational Rules are set out in Operational Rule Section A1 above.

**TABLES AND FIXTURES**

- B2:6 Save as otherwise directed by the RFL, the league competition tables for Super League, the Championship, League 1 and the Reserves and Academy Championships shall be compiled by the RFL, the positions in which shall be determined by the number of points gained with points being awarded as follows:
- (a) For Super League,
    - (i) two points for each Match won; and
    - (ii) one point for each Match drawn after Golden Point extra time,
  - (b) For Championship, League 1, Middle 8s and Scholarship:
    - (i) two points for each Match won; and
    - (ii) one point for each Match drawn,
  - (c) For the Academy Championship and Reserves Leagues:
    - (i) two points for each Match won; and
    - (ii) one point for each Match drawn.

B2:7 Save as otherwise directed by the RFL, in each of the competitions, the Club with the highest number of points shall be at the top and the Club with the lowest shall be at the bottom. Where Clubs have an equal number of points their relative positions shall be determined by points difference so that the Club having the greater points difference is placed above the Club with the lesser points difference. The points difference is calculated by subtracting the points scored against the Club from the points scored by the Club. If that still leads to a tie then the Club with the greater points percentage during the Season will be placed in the higher position. The points percentage is calculated by dividing the number of points scored by a Club by the number of points it concedes and multiplying by 100. If positions are still level, then the Club which scores the most tries in the league competition in a Season shall be placed higher, if the positions are still level, then the Club which scores the most goals shall be placed higher, if the positions are still level then the Club which scores the most drop goals. If the positions are still equal, positions will be determined by the toss of a coin which shall be carried out at such time and place as the RFL shall direct and those Clubs concerned shall be entitled to witness the toss.

## **FIXTURES**

B2:8

- (a) The RFL and RL Commercial shall be responsible for compiling and administering a Fixture List for all phases of all competitions. Clubs shall ensure that all draft Fixture Lists are kept confidential and not disclosed to any other person and shall only disclose final Fixture Lists once authorised by the RFL and RL Commercial.
- (b) Subject to paragraph (c) below, each Club shall compete in all League fixtures in which it is due to play in accordance with the Fixture List. If a Club fails to complete any of its fixtures for whatever reason the result of Matches played and/or un-played shall be determined by the Board and the Board shall have the right to alter the structure of the applicable Competition by such means as it thinks fit.
- (c) Cup Ties shall take precedence over League Matches and the latter must be postponed if the Board so directs.
- (d) Each Club shall play its "home" League Matches on its ground and its "away" League Matches on its opponents' ground unless the Board consents to or directs any other arrangement.
- (e) For the Regular Season draft Fixture List, the Clubs shall be allowed a reasonable period of time (as determined by the Board) to submit observations. After consideration of the same the RFL will then publish the Fixture List incorporating such amendments (if any) as it considers appropriate. Each Club acknowledges and agrees that the RFL has absolute discretion in compiling each Fixture List and that there is no guarantee that any request submitted by a Club will be met.
- (f) Where a Championship or League 1 Club has elected to play any of its home Matches on a Friday and its opponent objects the RFL shall decide on which day the Match shall be played. Such decision shall be based on the principle that part time Clubs should not be compelled by their opponents to make long or time consuming journeys save on Saturday, Sunday, Bank Holidays, where this is part of the competition calendar or for televised matches. The RFL shall decide what constitutes a long or time consuming journey and

whether extenuating circumstances apply which make it reasonable for the RFL to instruct that a game should be played on a Friday.

- (g) The Fixture List and the fixtures contained therein are to remain unalterable by any Club without the prior written consent of the RFL/RL Commercial to any change(s).
- (h) Each season the RL Commercial broadcast partners may make an initial selection of Matches to be televised for the number of rounds determined in the contract. These selections will be published. The Fixture List for all rounds remains subject to selection for broadcast (including, if applicable, by RL Commercial on its platform) and all Clubs must include a statement within its fixtures to this effect (as provided by the RFL from time to time) whenever its fixtures are published in whatever format.
- (i) If a Club is unable to stage a Match on its own Ground on the date or at the time required by the RFL/RL Commercial (whether as a result of that match being selected for broadcast or otherwise) the RFL may direct that such Match be played at an alternative venue (which may be the ground of its opponents) on the date and at the time so required.
- (j) The Board shall have power to amend the Fixture List or any fixtures where it considers it necessary to do so from time to time.

#### **MATCH OFFICIALS**

B2:9 All League Match Officials shall be appointed by the RFL and their remuneration and expenses shall be decided by the Board.

#### **DRAWN MATCHES**

B2:10 Unless otherwise determined by the RFL, if any Super League, Challenge Cup, 1895 Cup Match or any of the Play off Matches is drawn, then the Match shall go to Golden Point in accordance with the Match Day Operations Manual. During any period of Golden Point teams shall be allowed to make two additional interchanges. For the avoidance of doubt any unused interchanges from normal time are carried over and may be used in the period of extra time and Golden Point.

#### **PLAY OFFS AND LEAGUE FINALS**

Detailed provisions on the format and venues of the League Competitions are set out in Section A1 of the Operational Rules.

B2:11 In the Super League Grand Final, the highest ranked Club at the end of the Regular Season who reaches the Super League Grand Final shall be deemed to have home ground advantage as regards dressing room and otherwise. However, in the case of colours the RFL will direct the colours to be worn in the Kit Directive with its starting position to be the highest ranking Club at the end of the Regular Season.

**OBJECTIONS TO RESULTS**

B2:12 A Club wishing to object to the result of a Match shall:

- (a) Send an email to the Professional Game Delivery Team and to the opposing Club within 24 hours of the termination of the Match stating:
  - (i) the full grounds on which the objection is made; and
  - (ii) the Operational Rule under which it is laid.
- (b) Lodge a deposit of £250 with the RFL.

The Board will hear the objection and may decline to consider any matter not stated in respect of (i) above and can if the objection is not sustained order the forfeit of the whole or any part of the deposit. For the avoidance of doubt, a Club shall not be entitled to object to a result on the grounds of a Match Official's decision(s), and the imposition of a fine or other penalty on a Club pursuant to these Operational Rules shall not preclude a Club from objecting to a result of a Match under this Operational Rule.

**DISPUTES**

B2:13 Unless otherwise specified in the Operational Rules, all disputes relating to the venue, time and date of any Match or any other dispute relating to the League or other Competitions shall be determined by the RFL in its absolute discretion in accordance, where applicable, with the Fixture Dispute Protocol.

**TROPHIES AND MEDALS**

B2:14 Save as expressly provided in this Operational Rule, no Club shall be entitled to any trophy and no Players or Officials shall be entitled to any medals in relation to the Super League, Championship or League 1 Competitions.

- (a) Unless otherwise determined the Club at the top of the Super League after the end of the Regular Season shall be awarded the League Leaders Shield and will receive twenty five medals for their Players and Officials. The winners of the Super League Grand Final shall be awarded the Super League Trophy and twenty five Grand Final winners' rings for their Players and Officials. The other finalist team will receive twenty five medals only.
- (b) The Club at the top of the Championship after the Regular Season shall be awarded the League Leaders Shield and will receive twenty five medals for their Players and Officials.
- (c) The winners of the Championship Play Off Grand Final shall be awarded the Championship Champions Trophy and will receive twenty-five medals for their Players and Officials.
- (d) The Club at the top of League 1 after the end of the Regular Season shall be awarded the League 1 Champions Bowl and twenty-five League 1 medals for their Players and Officials.
- (e) Where medals are awarded, Clubs may apply to purchase additional medals at their cost for additional Club personnel.

- (f) When a player is dismissed during a Grand Final or Play Off Final, the medal to which he may otherwise have been entitled may be withheld at the discretion of the Board.

B2:15 Save as provided in Operational Rule B2:16, the RFL/SLE are the owners of the Trophies. In relation to each Trophy:

- (a) the winning Club must follow any instructions given in relation to the care and security of the Trophy and shall ensure that the Trophy is not lost or damaged;
- (b) the winning Club shall return it to RL Commercial in good condition on the last working day of the following April or as otherwise directed by RL Commercial;
- (c) the winning Club shall not do anything which may invalidate the RFL's (or RL Commercial's) insurance policy relating to the Trophy or increase the premiums;
- (d) should a Trophy be lost, destroyed or damaged whilst under the care or custody of a Club, then the Club shall refund to RL Commercial the amount of the insured value of the Trophy or the cost of thorough repair (in addition to any other penalty which may be imposed pursuant to these Operational Rules);
- (e) no Club shall commission or carry out any repairs, engraving, alterations or other work on any such Trophy; and
- (f) RL Commercial shall be exclusively entitled to commission such replicas of the Trophies as they may think fit from time to time.

B2:16 The Super League League Leader's Shield shall be retained by the winning Club and a new shield presented each Season. For the avoidance of doubt, all other Trophies shall be returned to RL Commercial each Season as reasonably instructed by RL Commercial.

**SECTION B3**

**CHALLENGE CUP  
COMPETITION RULES**

**SECTION B3 | CHALLENGE CUP COMPETITION RULES**



**SECTION B3: CHALLENGE CUP COMPETITION RULES**

- B3:1 The Competition shall be known as the Challenge Cup (the “**Cup**”) and the name shall be preceded by the name of such sponsor as RL Commercial may direct from time to time.
- B3:2 Subject to the provisions of the Governance Realignment Agreement, the ownership, management and control of the Cup or such other competition if any as may in the future replace it shall be vested entirely and exclusively in the RFL and the Board shall, in its absolute discretion, deal with all matters connected with or arising out of the Cup (which are not specifically dealt with under the Operational Rules). The Board shall be entitled to specify that different rules apply to different stages of the Cup.
- B3:3 Unless otherwise specified by the RFL, all Members of the RFL who are Clubs shall participate in the Cup together with such other clubs or organisations as may be invited to do so by the Board on such terms as specified by the Board from time to time. For the purposes of these Rules all references to “Clubs” shall include all Clubs which are members of the RFL and all other clubs or organisations taking part in the Cup whether based in the UK or otherwise (“Non-Member Clubs”). For the purposes of this rule any Non-Member Clubs who compete in the Super League, the Championship or League 1 agree to be bound as if they are Member Clubs.
- B3:4 All Clubs who participate in the Cup are deemed by acceptance of the invitation to participate in the Cup to be bound by the Laws of the Game and the Operational Rules and accept the jurisdiction of the RFL in relation to any breaches of the same.

**ADMINISTRATION**

- B3:5 The Cup shall be governed by the Board which shall make the draw, appoint Match Officials, fix dates upon which the Cup Ties are to be played and deal with all matters connected with or arising out of or in relation to the Cup.
- B3:6 The Board shall have control of all arrangements relating to the semi-final and Final of the Cup and in particular shall decide the date and venue of the semi-finals and the final and the admission charges and ticket allocations for such Cup Ties.

**ELIGIBILITY OF PLAYERS**

- B3:7 It is the responsibility of the Club concerned to ensure that its players are eligible to play in the Cup.
- B3:8 Only Players who are correctly registered (or on Dual Registration to) and eligible to play for a Club under the Rules of the Competition in which that Club usually competes are eligible to play for that Club in a Cup Tie subject to the provisions of Operational Rule B3.9 below.
- B3:9 For the avoidance of doubt: (a) the provisions of Operational Rules C1:2:5 to C1:2:7 apply to Challenge Cup Matches; and (b) a Player is only eligible to play in the Cup semi-finals and/or final if they are on the Register of the applicable Club by the close of business on the Friday in the week prior to the semi-finals; and (c) a Player is only eligible to play in the Cup semi-finals or final on Dual Registration if they have played 4 matches for the Club for which they wish to play on Dual Registration before the Monday in the week of the semi-finals..

## CHALLENGE CUP COMPETITION RULES

- B3:10 A player who plays for a Club in the Cup cannot, in that same Season, play for another Club in the Cup. In this respect: (a) a Dual Registered player may play for either his registered Club or the Club he is Dual Registered to but having played for one may not then play for the other in the Cup; (b) a player who plays in a Match whilst on loan may not then play for the Club he is registered with.

### PENALTY FOR FIELDING INELIGIBLE PLAYER

- B3:11 In addition to any other action or penalty, the Operational Rules Tribunal shall disqualify any competing Club which it determines to have fielded an ineligible Player, save where the Club can show that it had no fault or negligence, in that the Club did not know or suspect, and could not reasonably have known or suspected, even with the exercise of utmost caution, that the Player was ineligible. Where a Club is disqualified from the Cup under this Rule its most recent opponent (irrespective of the result of that match) and only its most recent opponent will be readmitted to the Cup even where the offence was committed in an earlier round.

### DATES OF CUP TIES (FIRST ROUND TO QUARTER FINALS)

- B3:12 The dates on which the draws are made and the weekends on which the Cup Ties shall be played shall be decided by the Board/RL Commercial and shall not be varied without the prior written consent of the Board.
- B3:13 Any Cup Tie selected for broadcast (by whatever means (including, if applicable, RL Commercial's own channels)) shall take place at the time, date and venue determined by the Board and the Clubs agree to comply with all instructions and requirements specified by the Board in relation thereto.
- B3:14 Subject to the provisions of B3:13 in the first round to the quarter finals of the Cup, the home Club shall specify the date and time it wishes to play the Cup Tie (and shall advise of the same within such timeframe as requested by the RFL). If the away Club objects to the proposed venue, date and time it shall promptly notify the RFL Professional Game Delivery Team and the dispute will be determined in accordance with the Fixture Dispute Protocol.

### GROUNDS (FIRST ROUND TO QUARTER FINALS)

- B3:15 Subject to Operational Rule B3:21, and unless otherwise provided for under the format of the Cup or other agreement with the RFL, the Club drawn first in the ballot shall have the choice of ground and:
- (a) it may request to play at an alternative ground, including the ground of the opposing Club with that Club's consent; but
  - (b) no Club shall request or pay or make or offer to make or accept or agree to accept any monetary or other consideration (excluding the normal share of gate revenues) for choosing any ground;

and any proposed alternative choice of ground shall be notified to the RFL Professional Game Delivery Team no later than 10 days prior to the date of the Cup Tie concerned and the RFL shall decide and notify the Clubs in writing within 48 hours of its decision as to whether or not to approve such request, which choice shall be binding on the Clubs concerned.

**MINIMUM GROUND REQUIREMENTS (FIRST ROUND TO QUARTER FINALS)**

- B3:16 Each Super League, Championship and League 1 Club shall play its home Cup Ties at its normal ground unless it has the written consent of the Board to play at a different ground (which consent may be subject to such terms and conditions as the Boards considers appropriate).
- B3:17 Each Club (which is not a Super League, Championship or League 1 Club) shall ensure that the ground on which it plays any home Cup Ties complies with the standards specified within the Early Rounds Guide and, in the case of Matches in or after Round 2, the Facility Standards applicable to League 1 subject to such amendments as the Board may specify in writing from time to time (the “**Challenge Cup Standards**”).
- B3:18 If a Club is not able to meet any of Challenge Cup Standards it may apply in writing for dispensation from the Board. The Board has absolute discretion in granting any such dispensation (and shall take into account such factors as it considers appropriate) and may make it subject to such terms and conditions as it considers appropriate.
- B3:19 All objections by the away drawn Club to the ground it is proposed a Cup Tie is played on must be sent to the Board no later than 8 days prior to the date of the Cup Tie concerned.
- B3:20 The RFL may appoint representative(s) to inspect the ground of any Club at any time and report to the RFL on the same. For the avoidance of doubt, the RFL may exercise its rights under this Operational Rule, irrespective of whether or not concerns have been raised by another Club, the Police, a Match Commissioner or other person.
- B3:21 If as a result of any report received pursuant to the Operational Rule above or otherwise the Board considers any ground to be unsuitable (either because it does not meet the Challenge Cup Standards or it does not consider the Club able to provide the appropriate stewarding or otherwise) it may refuse to allow a Cup Tie(s) to be played thereon and/or may give instructions to the Club concerned as to the conduct of operations at the ground and/or order the Club concerned to undertake such alterations and/or improvements as it thinks fit. The Club concerned shall comply with such instructions and/or orders.
- B3:22 Further the Board may order that a particular Cup Tie is played at a particular Ground which may or may not be the Ground of either of the participating Clubs.

**FINANCE (see Section A3)****INSURANCE**

- B3:23 The home Club in each Cup Tie shall ensure that it has in place an adequate policy of public liability insurance for each Cup Tie.

**HIRE OF GROUND**

- B3:24 Subject as set out above any Club drawn at home may hire a ground for the Cup Tie but it shall be responsible alone for the payment of the hiring fee (whether or not this is their normal home ground). The cost of hire shall not be deductible from the gross receipts of the Cup Tie.

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**DRAWN GAMES**

B3:25 In the event of a draw at the end of regular time then all Cup Ties shall be decided by a "Golden Point". During this period of Golden Point teams shall be allowed to make two additional interchanges. For the avoidance of doubt any unused interchanges from normal time are carried over and may be used in the period of Golden Point. Where additional periods of Golden Point are required beyond the initial 10 minutes then each team will receive an additional interchange in each period.

**FAILURE TO FULFIL**

B3:26 In addition to being Off-Field Misconduct pursuant to Section D, any Club failing to fulfil a Cup Tie on the scheduled date, for any reason which the Board considers unsatisfactory, will forfeit the Cup Tie.

B3:27 All Cup Ties shall take precedence over League Matches which must be postponed if the Board so directs.

**MATCH DURATION**

B3:28 Subject to Operational Rule Section B3:25 above, the duration of each Cup Tie shall be 80 minutes played in two equal halves with a normal interval of 10 minutes (to be agreed with the match official prior to kick-off or determined by the host broadcaster).

**MATCH OFFICIALS**

B3:29 All Match Officials shall be appointed by the Board and their remuneration and expenses shall be decided by the Board.

**CLASH OF COLOURS**

B3:30 The provisions set out in Operational Rules regarding clash of colours shall apply equally to Cup Ties. Save for the final, the Club drawn first in the ballot shall be considered the "home" team for the purposes of playing kit. For the final a coin toss will take place to determine the 'home' side for the purposes of 'billing', dressing rooms and playing kit.

**ABANDONMENT, POSTPONEMENT OR SUSPENSION OF MATCHES**

B3:31 The provisions of Operational Rules Section B1 above regarding abandonment, postponement and suspension shall also apply as regards Cup Ties.

**OBJECTIONS TO RESULTS**

B3:32 A club wishing to object to the result of a Cup Tie must:

- (a) Lodge such objection with the Professional Game Delivery Team and the opposing Club within 24 hours of the conclusion of the Cup Tie stating:
  - (i) the full grounds on which the objection is made; and
  - (ii) the Rule under which it is laid.

- (b) Lodge a deposit of £250 with the RFL within 24 hours.

The Board shall hear the objection and may decline to consider any matter not contained in (i) above and can if the objection is not sustained order the forfeit of the whole or any part of the deposit. For the avoidance of doubt, a Club shall not be able to object to a result on the grounds of a Match Official's decision(s), and the imposition of a fine or other penalty on a Club pursuant to these Operational Rules shall not preclude a Club from objecting to a result of a Cup Tie under this Operational Rule. If on a successful protest a replay is ordered, then the Board shall decide the ground and the date for the replay.

## **DISPUTES**

- B3:33 All disputes relating to the distribution and/or apportionment of expenses and/or proceeds or any other dispute relating to the Cup shall be determined by the Board in its absolute discretion unless otherwise provided for in these Operational Rules and shall not be subject to an appeal and notice of such a dispute must be communicated to the Board within 24 hours of it arising.

## **TROPHY AND MEDALS**

- B3:34 The Club winning the Cup final shall be awarded the Challenge Cup and each Club participating in the final will be presented with twenty-five medals for their Players and Officials. Clubs may apply to RL Commercial to purchase additional medals at their cost and for Club personnel only. If a Player is dismissed during the final and subsequently found guilty of misconduct, the medal to which he may otherwise have been entitled may be withheld at the discretion of the Board. The provisions of Operational Rules B2:14 (with all necessary changes) apply to the Challenge Cup.

## **INDEMNITY**

- B3:35 Each Club agrees to indemnify the RFL and RL Commercial (including but not limited to their respective officers, employees and contractors) from and against any and all costs, damages, losses, expenses and/or claims (including but not limited to claims for loss of profit or income) which may be made by any third party and which are a consequence whether directly or indirectly, of the fact that the Club has not complied with its obligations in these Operational Rules.

## **MISCONDUCT**

- B3:36 Each Club or Non-Member Club agrees to abide and to be bound by the Operational Rules relating to Misconduct as set out in Section D of Rules. However, in Rounds involving only Non-Member Clubs, disciplinary matters relating to Misconduct on the field (Section D2) will be dealt with by the disciplinary committee specified by the RFL. From Round 3 onwards, the Misconduct Operational Rules (set out in Section D2 of these Operational Rules) shall apply to all on field misconduct and/or disciplinary matters arising in the Cup.

## **OTHER CUP COMPETITIONS**

- B3:37 Unless the Board otherwise directs, the Operational Rules in this Section B3 shall apply equally to all other Cup competitions organised by the RFL.

**SECTION B4**

**INTERNATIONALS /  
REPRESENTATIVE  
MATCHES**

**SECTION B4 | INTERNATIONALS / REPRESENTATIVE MATCHES**



**SECTION B4: INTERNATIONALS/REPRESENTATIVE MATCHES**

- B4:1 The Clubs agree that:
- (a) The RFL shall have the sole and exclusive responsibility for the senior representative team which shall be referred to as "England" and also for any "Great Britain"/"Great Britain & Ireland" representative team;
  - (b) The RFL shall be entitled to field representative teams at county, Academy Origin and international reserves (England Knights), U21, U18, U17, U16 and U15 levels and such other representative teams as may be determined by the Board; and
  - (c) They will give priority to Representative Matches over any other Match (including, but not by way of limitation, Cup Ties and League Matches).

B4.2 Prior to the commencement of each playing season, the RFL shall formulate and publish a programme of matches for the representative teams for which the RFL has responsibility. Subject to other provisions of this Operational Rule, prior to publishing such programme, the RFL shall consult with RL Commercial and shall have due and proper regard to RL Commercial's reasonable representations so as to preserve the integrity of the Super League competition. The Clubs acknowledge and agree that the IRL ultimately determines the international calendar of IRL sanctioned matches.

B4:3 These rules should also be read in conjunction with the IRL's Operational Rules and if there is a dispute, the IRL Operational Rules will take precedence.

B4:4 All decisions regarding eligibility for Representative Matches shall be determined by the IRL (in the case of "country") or the Board (in the case of "county"). They may request that the player shall provide such documentary evidence as it may think fit in order to prove his eligibility.

B4:5 Unless otherwise agreed by the Board, a Player selected to play in a Representative Match, who refuses to play in such match, shall not be permitted to play for his Club:

- (a) during the period for which he would have been required to be absent on representative duty; and
- (b) the period in which he would not be permitted to play for his Club pursuant to B4:8.

Notwithstanding any other provision in these Operational Rules, a Player shall be entitled by prompt written notice to request permission from the Board to withdraw from a squad convened by the RFL for a Representative Match, setting out reasons for wishing to do so. If, in the opinion of the Board, he has a legitimate reason for doing so and has submitted his request promptly, the Board shall notify the Player that he is entitled to withdraw.

B4:6 Each Club agrees to:

- (a) release any Player who is selected to play in a Representative Match for the period in which such Player is reasonably required by the representative squad (for the avoidance of doubt, the IRL Operational Rules shall be determined to be reasonable); and

## INTERNATIONALS/REPRESENTATIVE MATCHES

- (b) where possible, release any Player who is selected to take part in a representative squad training session for the period in which such Player is reasonably required (for the avoidance of doubt the IRL Operational Rules shall be determined to be reasonable) by the representative squad.
- B4:7 A Player who plays in a full international Representative Match for England or Great Britain/Great Britain & Ireland level against another country for the first time shall receive free of charge an international cap. A Player selected as an interchange who does not take part in any Representative Match shall not count that Representative Match as qualification for this award.
- B4:8 In the event of a Representative Match being played during the Season a Player selected in the squad for a Representative Match shall not play for his Club, or any Club, in the period of five days (including the day of the Representative Match) before the date of the Representative Match, without the prior written consent of the Board. The Board shall determine, as regards Players selected in the squad for a Representative Match scheduled for a midweek date when those Players can play for their Club. For these purposes an international or other recognised representative squad shall comprise no more than 25 Players unless the Board directs otherwise.
- B4:9 A Player declared unfit by a medical official of the international or other recognised representative squad for which he has been selected, and consequently released from that squad, may if his Club so wishes play for his Club or any other team during the period in which he would otherwise have been required to be on international or other representative duty (i.e. the time during which the squad is reasonably required including for travelling, training, coaching and playing). For the avoidance of doubt, the medical officer of a Club cannot unilaterally withdraw a Player.
- B4:10 A Player who withdraws from an international or other recognised representative squad of his own accord after selection, and not having been declared unfit by the medical official of the relevant squad, shall not unless permitted by the Board be allowed to play for his Club or any other team during the period in which he would otherwise have been required to be on international or other representative "duty" had he remained with that squad (including pursuant to B4:8) and for the period ending five days after such Representative Match.
- B4:11 A Club which has four or more Players required for a Representative Match; Representative Matches or representative squad training session which is/are recognised by the Board, may postpone any Match that is scheduled to be on the same date or the same weekend (i.e. Thursday to Sunday) as such Representative Match or during the period in which the Player is required to be absent on representative duty or during which the Player is not permitted to play for the Club pursuant to B4:8 provided that at least seven days' written notice is given to its opponents. A Club with fewer than four Players on representative duty which is required to provide a fourth representative Player within seven days of a Match may postpone that Match provided that written notice is given to their opponents no later than noon on the Thursday prior to a Saturday or Sunday fixture or, in the case of a fixture on any other day no less than 48 hours prior to the commencement of that fixture.
- B4:12 Where a Club has 4 or more Players involved in a midweek Representative Match or representative squad training session and where such Club would not have the right to postpone such Match pursuant to B4:11 above, such Club may seek permission from the Board to postpone its Match on either the previous or subsequent weekend. The Board shall have absolute discretion in determining whether to agree to any such request. The Club must make such an application to allow the Board to comply with the timeframes for postponements as outlined in Operational Rule B4:11 and understand the Board shall be under no obligation to agree to any such request.

## INTERNATIONALS/REPRESENTATIVE MATCHES

- B4:13      Where a Match is postponed in accordance with the above:
- (a)          the Club concerned shall also send a copy of any such notice to the RFL;  
                and
  - (b)          the postponed fixture shall be rearranged in accordance with the relevant  
                Operational Rules.
- B4:14      In relation to Operational Rule B4:11, an Academy Player must have played no fewer than four first-team matches (including playing substitute appearances) before he shall be counted as one of the four Players.
- B4:15      Each Club agrees to be bound by and comply with the IRL Regulations. If any of the IRL Regulations conflicts with any part of these Operational Rules, then the former shall prevail unless the Board decides otherwise.

**SECTION B5**

**PLAYER DEVELOPMENT  
PROGRAMMES**

**SECTION B5 | PLAYER DEVELOPMENT PROGRAMMES**



**SECTION B5: PLAYER DEVELOPMENT PROGRAMMES****PURPOSE**

The aim of the Player Development Programmes, in the case of the Academy Under 18s and Scholarship Under 16s is to provide the Game's outstanding young Players with an opportunity to develop their talents and abilities in a professional environment through a modern Rugby League education and to organise for them highly disciplined and intense Matches appropriate to their needs within the Safeguarding Policy. In the case of the Reserves League, in addition to the former, the aim of the Player Development Programme is to provide playing opportunities for Players who for any reason (including, but not limited to, recovering from any injury) are not selected to play for a Club's First Team.

**GENERAL**

- B5:1 The Player Development Programmes means the RFL structure for the Game at age restricted and reserve levels within the professional game (currently being Academy Under 18s, Scholarship Under 16s and Reserve Grade). Academy Under 18 teams shall compete in the Academy Under 18 Competition, Scholarship Under 16 teams shall compete in the Scholarship Under 16 Programme of Matches and Reserve Grade teams shall compete in the Reserves League.
- B5:2 Unless otherwise determined by the RFL, only Clubs or other entities who have been granted the right to run a Licensed Academy Programme and who have signed a Licensed Academy Programme Agreement shall participate in the Academy Under 18s Competition and the Scholarship Under 16s Player Development Programme. Each such Club or other entity acknowledges and agrees that if such Agreement is terminated or expires then it shall cease to have the right to participate in the Academy Under 18s Competition and/or the Scholarship Under 16s Programme of Matches.
- B5:3 UK based Super League Clubs and those Clubs who have been granted the right to run a Licenced Academy Programme and who have signed a Licensed Academy Programme Agreement shall participate in the Reserves League. In addition, such other Clubs as determined by the RFL (at its discretion) shall compete in the Reserves League.
- B5:4 All references to 'Clubs' in this section B5 shall be deemed to include references to any other entity who is entitled to participate in the Academy Under 18s Competition and/or Scholarship Under 16s Player Development Programme. Each Club associated with any such entity shall be responsible for ensuring such entity complies with the Operational Rules and for any breach by such entity of the Operational Rules. Where 2 or more Clubs are associated with any such entity, they shall be responsible on a joint and several basis. In the case of entities participating who are not Clubs, the Board shall have discretion to agree appropriate variations to the Operational Rules to appropriately reflect the specific circumstances relating to each such entity.
- B5:5 For the avoidance of doubt, unless otherwise stated, all other applicable Operational Rules also apply to the Player Development Programmes including, but not limited to, (i) all provisions which relate to Matches apply equally to Matches played as part of a Player Development Programme; (ii) all provisions which relate to Players apply equally to players within the Player Development Programmes; and (iii) all Players and Officials taking part in a Player Development Programme are Persons Subject to the Operational Rules. To the extent that there is any conflict between the provisions of this Section B5 and any other Operational Rule, the provisions of this Section B5 shall take precedence in relation to the Player Development Programmes.
- B5:6 Save as set out in the Operational Rules, the management of the Academy Under 18 Competition, Scholarship Under 16 Programme of Matches and Reserves League shall be vested entirely and exclusively in the RFL and the Board shall, in its absolute discretion, deal with all matters connected with or arising out of the competitions (which are not specifically dealt with under these Operational Rules).

- B5:7 All Persons Subject to the Operational Rules agree that the only age-restricted and reserve team rugby league that may be carried out by a Club is that expressly permitted by the RFL and/or in line with the "Player Development Policy". Each Club agrees that it shall not participate in any Matches or organise any training or any other activities outside of this and no Person Subject to the Operational Rules shall be involved (whether in a playing or official capacity) in such Matches, training or other activities. No Club shall allow any other organisation or person to use its facilities, personnel, branding or other resources for any such prohibited activity.

#### **FACILITY STANDARDS**

- B5:8 Subject to the provisions of Section A2, each Club which runs a Player Development Programme team shall ensure that the ground at which the team plays complies with the applicable Facility Standards published by the RFL from time to time. Clubs shall complete any self-certification required by the RFL. For the avoidance of doubt, on occasions where a Player Development Programme Match is played as a curtain raiser, be it on the Clubs' home ground or an alternative venue, the facilities made available to the teams taking part in the curtain raiser match, must meet the Facility Standards and all the provisions set out in Section A2 shall apply equally to all grounds used for Player Development Programme matches.

#### **REGISTRATIONS**

- B5:9 All Players which participate in any Player Development Programme must be registered in accordance with the provisions of Section C of these Operational Rules (unless otherwise agreed by the RFL).
- B5:10 Each Club participating in the Academy Under 18s Competition must declare a squad of no more than 24 Players by noon, 48 hours prior to the Match, unless directed otherwise by the RFL.
- B5:11 Each Club participating in the Scholarship Under 16s Programme of Matches must declare their 20-man squad by 10am on the day 24 hours prior to the match for matches played on a weekday or by 10am on the Thursday in the week before for matches which are to be played on a Saturday or Sunday.
- B5:12 Clubs participating in the Reserves League do not need to declare their squad prior to the Match.

#### **COMPETITIONS & MATCHES**

Save where otherwise specified, the following provisions shall apply to all Player Development Programme Matches.

- B5:13 The RFL will specify the fixture list for the Academy Under 18s Competition, Scholarship Under 16s Programme of Matches and the Reserves League. Clubs shall not play any Matches outside this schedule without the specific written permission of the RFL.
- B5:14 The format for the Academy Under 18s Competition, Scholarship Under 16s Programme of Matches and the Reserves League will be determined by the RFL prior to the start of each Season.
- B5:15 Each Club shall compete in all Matches in which it is due to play in accordance with the fixture list. If a Club fails to complete any of its fixtures for whatever reason the result of Matches played and/or un-played shall be determined by the Board and the Board shall have the right to alter the structure of the competition by such means as it thinks fit.

- B5:16 The venue for all fixtures shall, where practicably possible, be the home ground of the First Team.
- B5:17 The home Club shall specify the date and time it wishes to play its Player Development Programme fixtures (and shall advise of the same within such timeframe as requested by the RFL). If the away Club objects to the proposed date and time it shall promptly notify the RFL Professional Game Delivery Team, and the dispute will be determined in accordance with the Fixture Dispute Protocol.
- B5:18 In the case of Scholarship Under 16s and Academy Under 18s Matches, when traveling to away matches outside of the Club's local area, all playing personnel and those involved with the team should travel on the team bus. For the avoidance of doubt this shall also include all individuals set out in the Medical Standards.
- B5:19 Both home and away Clubs shall play in the colours of their First Team (but not necessarily the same design) as registered with the RFL prior to the start of the Season. The home Club shall play in their First Team's principal kit. The away Club shall also play in their First Team's principal kit unless there is a clash with the home Club's principal kit. If there is a clash the away Club shall wear its alternative kit. It is the responsibility of the away Club to determine in advance of a Match whether there is a clash. In addition to any other penalty imposed pursuant to Section D1, where a Match is not played due to a Club not having the required kit, that Club may be required to reimburse the other Club for all expenses incurred.
- B5:20 When a Match is postponed for a valid reason or by mutual consent a new date must be agreed and confirmed to the RFL within 7 days of the postponement. Where Clubs are unable to agree the RFL will determine when the Match shall be replayed in accordance with the Fixture Dispute Protocol.
- B5:21 In addition to any sanction imposed in accordance with Section D1, where a Club postpones a Match or defaults on a Match (for reasons deemed unsatisfactory) on more than two occurrences the RFL may expel the Club from the relevant Competition / Programme of Matches.
- B5:22 In addition to any sanction imposed in accordance with Section D1, in instances when a Match is postponed at short notice where the non-defaulting club has experienced a legitimate expense by the Match not going ahead the offending Club shall meet that expense (subject to the non-defaulting Club using reasonable endeavours to minimise those expenses).
- B5:23 When a Match is postponed for an unsatisfactory reason the RFL shall have the power to determine whether the Match should be rearranged or that, where applicable, the Match points be awarded to the non-defaulting Club. If a Club withdraws from or is expelled from any of the Player Development Programme Competitions / Programme of Matches the RFL shall decide whether to award competition points (and where appropriate points for and against), expunge results or reschedule fixtures.

Reasons considered unsatisfactory include but are not limited to:

- (a) Inability to raise a team.
- (b) Inability to provide a suitable ground.
- (c) Social commitments of players and/or staff.
- (d) First team commitments of players and/or staff.
- (e) Cost.
- (f) Failure to provide a Doctor and/or Physiotherapist.

(g) Travelling distance and/or time.

- B5:24 The referee shall be the sole arbiter of time in all Player Development Programme Matches.
- B5:25 A suitable after match meal must be supplied to all Players, Team Officials and Match Officials by the home Club after all Matches as set out in the Match Day Operations Manual.
- B5:26 Each Club is responsible for providing relevant details as specified by the RFL, within 24 hours of the completion of the Match, by such means as requested from time to time.
- B5:27 Where a Reserve or Academy Match is played as a curtain raiser to a First Team match, the home Club shall supply 25 tickets free of charge for the use of the away Club's player's parents/guardians/guests. For the avoidance of doubt this shall also apply to matches played as a curtain raiser ahead of a Challenge Cup Match.

### GRAND FINAL SERIES

- B5:28 The Reserves and Academy Under 18 Play-off Matches Grand Final Series dates, format and venue will be determined by the RFL. The venue for the Final shall be the First Team ground of the highest-ranked finalist (if this venue is not available then the Board shall determine an alternative venue).
- B5:29 When a Play-off Series Match results in a draw at the end of 80 minutes, the result shall be determined by "Golden Point". During this period of Golden Point teams shall be allowed to make three additional interchanges. For the avoidance of doubt any unused interchanges from normal time are carried over and may be used in the period of Golden Point. Where additional periods of Golden Point are required beyond the initial 10 minutes then each team will receive an additional interchange in each period.
- B5:30 Where the Clubs concerned are unable to agree the date and kick off time for any Play-off Series Match (except the final which shall be determined by the RFL), the RFL shall decide, in accordance with the Fixture Dispute Protocol and such decision shall be final.
- B5:31 The winners of the Reserves and Academy Under 18s Grand Final shall be awarded the Reserves Trophy or Academy Under 18s Trophy (as applicable) and twenty-five medals for their Players and Officials. The other finalist shall receive twenty-five medals only. Clubs may apply to the RFL to purchase additional medals at their own cost for Club personnel only. Where a Player is dismissed during the final the medal to which he may otherwise have been entitled may be withheld at the discretion of the Board. The provisions of Operational Rules B2:14 (with all necessary changes) apply to the Academy Under 18s Trophy.
- B5:32 There will be no Grand Final Series for Scholarship Under-16s Programme of Matches.

### PLAYER DEVELOPMENT DAYS

- B5:33 Clubs are entitled to run Lions Development Days in accordance with the Lions Development Day Appendix. The provisions of these Operational Rules shall apply to any such activity.

## **Appendix - Lions Development Days U12 – U14**

### **Purpose**

To provide open access holistic development sessions to support and enhance the players coaching they are receiving at a community level;

To monitor athletes over a long period to help support the selection of Scholarship players and gather evidence in relation to this.

### **Definitions**

**Development Days** means sessions run by Accredited Professional Clubs/Foundation.

**Accredited Professional Clubs** means Clubs who have successfully been Accredited by the RFL as a Lions Development Accredited Partner.

**Open Access** means that any player can attend and players are not selected/deselected for attendance based on their ability.

### **Rules**

Development Days must be Open Access – any reason for a restriction on numbers must be sent to the RFL for Approval (this may include pitch capacity, available staff).

### **Delivery Options & Advertisement**

- Centralised Open Access days for players from different clubs or settings
- Whole age groups from a specific Club.
- Sessions can be delivered daytime, evening and weekends, apart from Thursdays to allow Community Club training
- All Development Days must be registered with the RFL and displayed on both the Clubs website and the RFL website a ***minimum of 14 days prior***.

### **Attendance**

- Players attending must be U12 – U14 and in years 7,8 & 9 at school
- Players do not have to already be members of a community club
- All players must be registered as attending on the system determined by the RFL prior to the session and a confirmation of attendance sent to the RFL within 72 hours of the session.
- All sessions must be ***FREE of CHARGE*** (Charges can be made for Kit but this **MUST** be optional and cannot prevent attendance)

### **Approved Activity**

- Skills sessions
- Athletic development
- Fitness Testing
- Small-sided games
- Player and parent/ guardian education.

**SECTION B6**

# **1895 CUP COMPETITION**

**SECTION B6 | 1895 CUP COMPETITION**



**SECTION B6: 1895 CUP COMPETITION RULES**

- B6:1 The Competition shall be known as the 1895 Cup and the name may be preceded by the name of such sponsor as RL Commercial may direct from time to time.
- B6:2 Subject to the Governance Realignment Agreement, the ownership, management and control of the 1895 Cup or such other competition if any as may in the future replace it shall be vested entirely and exclusively in the RFL and the Board shall, in its absolute discretion, deal with all matters connected with or arising out of the 1895 Cup (which are not specifically dealt with under the Operational Rules). The 1895 Cup shall be governed by the Board, which shall determine the structure, make the draw, appoint Match Officials, fix dates upon which the matches are to be played and deal with all matters connected with or arising out of the 1895 Cup.
- B6:3 All Members of the RFL who are Championship or League 1 Clubs whose home ground is in the UK in a Season shall be permitted to participate in the 1895 Cup (subject to confirming their intention to do so in accordance with such timescales as specified by the RFL from time to time), unless otherwise determined by the Board, on such terms as specified by the Board. Other clubs or organisations may be invited to participate in the 1895 Cup by the Board from time to time. For the purpose of these Rules all references to "Clubs" shall include all participating clubs.
- B6:4 All Clubs who participate in the 1895 Cup are deemed by acceptance of the invitation to participate in the 1895 Cup to be bound by the Laws of the Game and the Operational Rules and accept the jurisdiction of the RFL in relation to any breaches of the same.
- B6:5 Without limiting B6:4, all 1895 Cup Matches shall be played in accordance with, and Clubs shall comply with Section B3 of the Operational Rules with all references to the Challenge Cup being deemed to be references to the 1895 Cup except as set out below.
- (a) For 2025, the structure shall be as determined by the RFL.
  - (b) The final will be played on a neutral ground as directed by the Board.
  - (c) Players may only play for one Club in the 1895 Cup in any Season. In this respect: (i) a Dual Registered player may play for either his registered Club or the Club he is Dual Registered to but having played for one may not then play for the other in the 1895 Cup; and (ii) a player who plays in a Match whilst on loan may not then play for the Club he is registered with.  
  
In addition: (i) the provisions of Operational Rules C1:2:5 and apply to 1895 Cup Matches; and (ii) a Player is only eligible to play in the 1895 Cup semi-finals and/or final if he is on the Register of the applicable Club by the close of business on the Friday in the week prior to the semi-finals; and (iii) a Player is only eligible to play in the 1895 Cup semi-finals or final on Dual Registration if they have played 4 matches for the Club for which they wish to play on Dual Registration before the Monday in the week of the semi-finals.
  - (d) Gate Receipts for the group stage shall be as determined by the Board and as confirmed in the club finance letter. Gate receipts for the quarter finals and the semi-finals shall be shared in accordance with the equivalent provisions set out for the Challenge Cup.
  - (e) Neither Club competing in the final shall be entitled to any share of the Gate Receipts of that Match.
  - (f) Any prize money schedule will be published by the Board/RL Commercial from time to time.

- (g) The winners of the 1895 Cup shall be awarded the 1895 Cup trophy and twenty-five medals for their Players and Officials. The other finalist shall receive twenty-five medals only. Clubs may apply to RL Commercial to purchase additional medals at their cost for Club personnel only. Where a Player is dismissed during the Final the medal to which he may otherwise have been entitled may be withheld at the discretion of the Board. The provisions of Operational Rules B2:14 to B2:15 apply (with all necessary changes) to the 1895 Cup trophy.

*SECTION C1*

*PLAYERS*

*SECTION C1 | PLAYERS*



**SECTION C1: PLAYERS**

The purpose of these rules shall be:

- (a) To ensure the welfare and proper treatment of Players within the appropriate boundaries of applicable laws and in accordance with the Welfare Policy;
- (b) To ensure the integrity and fairness of Competitions;
- (c) To encourage Clubs to develop, train and educate young Players without unreasonably restraining Players from moving freely between Clubs;
- (d) To ensure that Players have security of contract and that Clubs have security of squad available to them to ensure that the Competitions can take place in an orderly manner.

These regulations are to be interpreted and applied by reference to and in a manner that advances their purpose as set out above and when an issue arises that is not expressly provided for in these Operational Rules the interpretation and application shall be consistent with the purpose of these Rules.

**C1:1 REGISTER, REGISTRATION & CONTRACT TYPES****REGISTER OF PLAYERS**

C1:1:1 The League shall maintain a register of Players and Free Agents (as defined below) (the "Register") and shall designate whether the Players are amateurs or professionals and if the latter whether they are Contract, Conditional Contract or Contract Expired Players (as defined below) (and, where applicable, Dual Registered (as defined below)). The League shall divide the Register into sub-sections which will represent each Club's list of registered Players ("Club Registers") and Free Agents.

**PLAYER TO BE REGISTERED WITH ONE CLUB**

C1:1:2 No Player shall be entitled to be registered with more than one Club or a rugby league club which is affiliated to a member of the IRL save: (i) in the case of a Player subject to a Dual Registration in accordance with these Operational Rules; or (ii) a Scholarship Player, Trialist Player or an Amateur Registered Player, who may be registered with a Club and his community club; and (iii) in such circumstances as the Board may direct from time to time.

**THIRD PARTY INTERESTS**

C1:1:3 No Player may enter into an agreement with another party whereby that Player makes or receives a payment to or from, assigns any rights to, or incurs any liability in relation to or otherwise deals with that other party as a result of, or in connection with the proposed or actual registration (whether permanent or temporary), transfer of registration or employment of that Player save as permitted under the Operational Rules.

**PROFESSIONAL PLAYERS**

C1:1:4 A Professional Player is a Player who has reached the appropriate age (which for the purpose of the Operational Rules shall mean the 1 September after the Player attains the age of 16) and who has agreed with a Club to receive monies for playing (other than merely in relation to reasonable travelling and out of pocket expenses). A Professional Player may be a Contract Player (and may be Dual Registered), a Conditional Contract Player or a Contract Expired Player. Players and Clubs shall abide by the Rules for registering Players as set out below.

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(a) **Contract Player**

A Contract Player is a Player who has entered into a Full-time Contract or Part-time Contract with a Club for a specific period (or where the RFL adjudge that a Player has entered into a Full-time or Part-time Contract notwithstanding any lack of documentation).

(b) **Conditional Contract Player**

A Conditional Contract Player is a Player whose contract with a Club has expired and who has been offered but not accepted a new contract with that Club. Such a Player may agree with the Club to sign a Conditional Contract. Such a contract must be in writing in the form from time to time prescribed by the Board and shall state the terms thereof and all financial benefits that the Player may receive and must be for a period of no less than one month and must not continue beyond 30 November after it was signed but can be renewed by mutual consent.

During the period of the Conditional Contract, or the renewal thereof, the Player may sign a contract with any other Club in the following circumstances:

- (i) by giving the Club with whom he has a Conditional Contract seven days prior written notice before he may be transferred to a new Club, (in which case, compensation may be determined as set out below if he has not reached or passed his Compensation Expiry Date); or
- (ii) by agreement between the Player and the Club concerned; or
- (iii) if the Clubs agree, for a fee (in accordance with the Negotiated Transfer Operational Rules below).

(c) **Contract Expired Player**

A Contract Expired Player is a Player whose contract with the Club with whom he is registered has expired and who has been offered but has not accepted or signed a new contract with the Club (in accordance with the Compensation System set out below). Such a Player is not entitled to play for the Club with whom he is registered unless he signs a Conditional Contract in which case this must be recorded and notified to the RFL immediately by the Club and the Player completing and submitting the relevant form. Contract Expired Player is free to sign a contract with another Club, in which case compensation shall be paid in accordance with these Operational Rules unless the Player's Compensation Expiry Date has passed.

## FREE AGENT

C1:1:5 A Free Agent is a Player whose name has been removed from those sub sections of the Register which represent each Club's list of Registered Players and whose name has been placed on the sub section of the Register designated for Free Agents. A Free Agent may seek registration with any Club of his choice without compensation being due to his former Club.

**PRESCRIBED CONTRACT/ TERMINATION/ RETIREMENT**

C1:1:6 Each agreement between a Club and a Professional Player in relation to his provision of playing or related services must be in the form of the RFL Standard Full-time Player Contract or Part-time Player Contract.

A Full-time Player Contract shall mean a full-time contract between a Club and a Player in the form from time to time prescribed by the Board.

A Part-time Contract shall mean a part-time contract between a Club and a Player in the form from time to time prescribed by the Board.

C1:1:7 Such Contracts (whether full or part time) shall record all financial benefits or benefits in kind that the Player may receive including but not limited to image rights agreements which relate to the Player whether or not the Player is a beneficiary of such image rights agreements. No Club or Club Official(s) (nor any Associate of a Club or Club Official and such Club and Club Official shall be responsible for any breach of this Operational Rule by any such Associate) shall make any payment or provide any benefit in kind to a Player unless they are recorded in the Player's contract.

All payments made to a Player shall be made through a Club bank account, unless otherwise agreed by the RFL.

C1:1:8 Players' agreements may be terminated by Club or Player in accordance with the procedures for termination as set out in the Standard Player Contract from time to time and there shall be such rights of appeal as set out in the Standard Player Contract.

C1:1:9 Any Player who is to retire from the sport must personally inform the RFL of this decision in writing. At this point the obligations set out in Operational Rule C2:5 shall become applicable as if the Player had become a Free Agent.

C1:1:10 Whilst a Club is in discussions regarding a Player entering into a Full-time or Part-time Player Contract, the Club shall not either directly or indirectly approach or contact the Player (or any Relative or Associate of that Player) regarding the Player or a Relative or associated party entering into any other contract or giving any other commitment to the Club or any related party of a Club or any charitable foundation associated with the Club.

C1:1:11 Unless a contract with a Player contains guaranteed payments as set out in the table below then:

- (a) in relation to contracts entered into between 1 December and the End of Season Signing Deadline (as defined below), the termination date shall be the immediately following 30 November; and
- (b) in relation to contracts entered into between the End of Season Signing Deadline and 30 November, the termination date shall be the end of the following Season.

Player Category	Guaranteed Payment for C1:1:12
Super League Player	
Championship / League 1 Player 18 and over	
Championship / League 1 Player Under 18	

- C1:1:12 The Contract must contain the Player's home address and Players are responsible for notifying the Club of any changes immediately and the Club is responsible for informing the RFL of the change immediately.

#### **SUPPLEMENTAL CLAUSES**

- C1:1:13 Other than clauses from the Supplemental Clause Bank or as otherwise agreed by the RFL, no additional clauses may be inserted into a Full-time Player or Part-time Player Contract and no additional agreements may be entered into between a Club and a Player (or any Relative or other associated party of a Player or any related party of a Club) with the intention of amending the terms of a Full-time or Part-time Player Contract or the rights of a Player under a Full-time or Part-time Player Contract (including the salary payable) or which ultimately have the same effect on the Player

#### **SUBMISSION OF REGISTRATION DOCUMENTATION AND CONTRACT**

- C1:1:14 A Player who is not currently on a Club's Register shall be registered by the Club and the Player completing in full and submitting to the RFL, in such format as prescribed by the RFL, the official registration form (as prescribed by the Board from time to time) and the same being accepted by the RFL.
- C1:1:15 The registration form shall be accompanied by such other supporting documents as the Professional Game Delivery Team may require from time to time which may include the Player's birth certificate, details of the transfer fee (if appropriate), copy of passport or other documents as required under the Immigration, Asylum and Nationality Act 2006, and clearance from an IRL or ERL(F) member (if appropriate), compensation payment (if appropriate) and in the case of Professional Players, by a Standard Players Contract signed by the Club, Player and Agent, if applicable.
- C1:1:16 Within 5 working days of signature each registration form (together with all supporting document) and each Full time or Part time Contract entered into with a Player (or any variation of the same) must be submitted to the RFL.

#### **PLAYERS TO BE REGISTERED TO PLAY OR TRAIN OR REPRESENT A CLUB**

- C1:1:17 A Club shall not allow a Player to take part in any Club training or conditioning programme or to play for it in a Match or represent the Club as a Player of that Club, unless:
- (a) the Player is on its Club Register (either as a Registered Player of that Club or on loan to that Club);
  - (b) the Player is Dual Registered to the Club (in accordance with these Operational Rules)
  - (c) the Player is playing in (or training for) a Reserve team match for the Club as a Reserve Dual Registered Player (in accordance with such rules as are specified by the RFL from time to time);
  - (d) solely in relation to training with the Club, the Player has received written permission from the Club to which he is registered (through GameDay) allowing him to train with the Club;
  - (e) the RFL has given written permission for the Player to do so (which may be granted on such terms and conditions as the RFL considers appropriate)

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and, in each case, all other applicable tests including, but not limited to those required pursuant to the Medical Standards have been completed.

### **EXPIRY DATE OF CONTRACTS**

C1:1:18 Unless otherwise agreed by the RFL, all contracts with Players (and any extensions thereof) shall expire at the end of the contract period which (except in the cases of Conditional Contracts) and subject to Operational Rule C1:1:11 above shall be 30 November in any given year.

### **AMATEUR PLAYERS, SCHOLARSHIPS AND TRIALISTS**

C1:1:19 For the purposes of these Rules, only Players on Scholarship registrations (Under 15 and Under 16), Trialist registrations or Amateur Registered Players are considered Amateur Players.

C1:1:20 A Trialist is a Player who has registered on a temporary basis with a Club on the appropriate paperwork in accordance with the "Trialists Code of Conduct" and subject to such rules as specified by the RFL from time to time except that:

- (a) U16 Players may not be registered as Trialists;
- (b) A Club may only trial an individual once in any Season, however nothing shall prevent a Club signing a Player as a Trialist from 1<sup>st</sup> December until the start date of the Season, save that any out of Season or in Season trial period shall not exceed four calendar months in total unless expressly permitted by the RFL;
- (c) Save as otherwise provided in (b) and within these Operational Rules, including but not limited to C1:6:7, a trial in Season shall not exceed 1 calendar month (and in any event a maximum of 4 Matches);

In relation to Super League, Trialists are prohibited from participating in a Super League Salary Cap Relevant Match or any other Challenge Cup Match.

C1:1:21 If a Player on a Trialist registration is injured, or there are circumstances outside of the Club's control leading to the postponement of matches during the Trial period then the number of scheduled trial games missed in the period of inactivity may be added to the trial period with the prior consent of the RFL. In such situation the Club shall ensure that a new Trialist form is completed and submitted to the RFL (and must also send a copy to the Player's Community Game club secretary within 24 hours of the form being completed).

C1:1:22 An Amateur Registered Player is a Player who has registered to play for a Super League, Championship or League 1 Team in such form and subject to such rules as may be specified by the RFL from time to time which include:

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- (a) An Amateur Registered Player may play in:
- i. In the case of Super League Clubs, only the Reserves and Academy League (and not for the avoidance of doubt First Team Matches);
  - ii. In the case of Championship and League 1 Clubs, any Matches.
- (b) Subject to paragraph (g) unless otherwise set out by the RFL each Club shall have a maximum of:
- i. In the case of Super League Clubs, 5 Amateur Registered Players on its Club Register at any time.
  - ii. in the case of Championship Clubs, 10 Amateur Registered Players on its Club Register at any time.
  - iii. In the case of League 1 Clubs, an unlimited number of Amateur Registered Players on its Club Register at any time.

In addition, but subject to C1:2:3, each Club may register Amateur Registered Players to participate in its Under 18 competition (only).

- (c) For the avoidance of doubt, Amateur Registered Players may not be Dual Registered.
- (d) An individual may only be registered as an Amateur Registered Player with any Club once in any Season.
- (e) An Amateur Registered Player registration may be rescinded at any time by the Club or Player.
- (f) Players in Year 11 and below may not register as Amateur Registered Players.

All Players registered as Amateur Registered Players may also be registered concurrently with Community Game club(s) and, for the avoidance of doubt, may choose to play for his Community Game club or his Professional Club.

- (g) In addition to the registrations permitted under (b), Clubs shall be entitled to register as Amateur Registered Players (subject, for the avoidance of doubt, to the other restrictions in this Operational Rule):
- (i) an unlimited number of "**Amateur Talent Transfer Players**. Amateur Talent Transfer Player means a Player who has not been registered: (A) with a Club (other than as an Amateur Talent Transfer Player); or (B) a Tier 4 – 6 Club (as defined in the Tier 4 – 6 Operational Rules) in each case in the preceding 3 Seasons save that for the purpose of this definition BUCs University teams and Development Academy teams shall be deemed to not be Tier 4 - 6 Clubs. Therefore, for the avoidance of doubt, a player who in the last 3 Seasons has only been registered to a BUCs University team or Development Academy team may be an Amateur Talent Transfer Player

In addition, for the avoidance of doubt, community clubs registered to Wales Rugby League are not Tier 4 -6 Clubs.

A Player identified as Talent Transfer is permitted to join a Community Club after his registration with the Professional Club has been authorised (and this shall not impact his status as an Amateur Talent Transfer Registration).

- (ii) in the case of Clubs participating in the Reserves League, up to 2 further individuals who are also registered with a BUCs University Rugby League Team.

## **PAYMENT OF EXPENSES AND MEDICAL**

C1:1:23 An Amateur Player:

- (a) May be reimbursed for reasonable expenses actually incurred when travelling to and from Matches and training (only). The Player shall give the Club a written receipt setting out details of expenses claimed and paid and such receipts shall be retained by the Club and if requested shall be produced to the appropriate RFL official.
- (b) Is entitled to benefit from the Club's Medical Insurance (if applicable).

C1:1:24 In relation to any Amateur Player, the Club to which he is registered, shall:

- (a) if the Amateur Player suffers a Playing Injury (as defined in the Standard Player Contract) treat the Player in accordance with the provisions of Clause 11.3 of the Standard Part Time Players Contract as set out in the Amateur Registered Player Registration Form;
- (b) Provide cardiac screening in accordance with the Medical Standards; and
- (c) Provide concussion baseline testing and ongoing management of head injuries in accordance with the Medical Standards.

## **REVERSION TO COMMUNITY AMATEUR STATUS**

C1:1:25 The RFL may at its discretion, on receipt of a written request by both Club and Player, permit a Professional Player to revert to the status of a Community Amateur Player provided that (if the Player has a contract with a Club) both Club and Player have agreed to cancel that contract and the Player has not received and does not thereafter receive any payment of whatsoever nature or any other form of consideration from the Club for his services in relation to the period after his change of status (whether such payment arose as a result of his contract or otherwise).

## **C1:2 REGISTRATION RESTRICTIONS AND DEADLINES & TRANSFER OF PLAYERS**

### **BOARD ENTITLED TO REFUSE OR CANCEL REGISTRATIONS**

C1:2:1 The purpose of this Rule C1:2:1 is to ensure as far as possible the long-term financial survival of rugby league Clubs and adherence to the Salary Cap rules and to protect the integrity of the competitions and prevent the Game being brought into disrepute.

The Board on behalf of the RFL shall be entitled to refuse registration of a Player or refuse to accept a Contract (and for the purpose of this clauses "Contract" shall include any Contract renewal, variation or extension) or may impose such terms and conditions as it considers appropriate on a registration in any of the following circumstances:

- (a) the Board reasonably believes that the Club concerned owes money to the RFL or a Member or other Club which has not been duly paid; or
- (b) the Board reasonably believes that to accept the registration or Contract may bring the Game into disrepute or may adversely affect the integrity of any competition;  
 In exercising its rights under this paragraph (b) the Board shall consider such factors as it considers appropriate which, where relevant, may include (but not be limited to): (a) the severity of any underlying incident(s) / convictions; (b) action taken against any other players who have been involved in similar incident(s) / have similar convictions; (c) any steps taken by the Player to mitigate the underlying incident; (d) any management plan proposed by the Club; (e) the interests of the RFL (including its reputation and need to promote the Game); (f) the interests of other Clubs; (g) the integrity of the RFL's competitions; (g) the interests of the Club's Officials, other Players, supporters, shareholders and sponsors.
- (c) the Board reasonably believes that to accept the registration or Contract may adversely affect the ability of the Club concerned to remain within the relevant Salary Cap; or
- (d) the Board reasonably believes that to accept the registration or Contract may adversely affect the solvency of the Club; or
- (e) a Super League Club fails to provide information to allow the RFL to calculate a Salary Cap Value (SCV) or where such SCV is such that the RFL is not satisfied that the Club can register the Player (or Player's contract) without breaching the Salary Cap Regulations; or
- (f) the Board reasonably believes that the Club is overdue in meeting its obligations (whether financial or otherwise) to HMRC and that it is therefore not prudent for it to allow the Club to register the Player; or
- (g) the Board reasonably believes that the Club (or Clubs) concerned is entering into the registration or Contract in order to circumvent the Operational Rules; or
- (h) the Board reasonably believes that the Player has been deregistered or had a registration refused for disciplinary reasons or is under a relevant suspension or ban imposed by the RFL or another governing body of any sport in any part of the world; or
- (i) the Board reasonably believes that the Player and/or Club has not complied with the registration rules as set out in this Section C1.

C1:2:2 In addition the Board on behalf of the RFL shall be entitled to cancel the registration of a Player or retrospectively reject a Contract, Contract renewal, variation or extension or may impose such terms and conditions as it considers appropriate on a registration in any of the following circumstances:

- (a) the Club or Player concerned has submitted misleading or incomplete information as part of the registration process; or

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- (b) the Board reasonably believes that to allow the registration or Contract to continue may bring the Game into disrepute or may adversely affect the integrity of any competition; or
- (c) the Player's immigration status changes or is such that it is illegal for the Player to be registered or to play for a Club; or
- (d) any of the reasons set out in C1:2:1 above.

### NUMBER OF PLAYERS ON REGISTER

C1:2:3 The purpose of this rule is to protect the competitiveness of rugby league competitions by avoiding any Club registering a large number of Players. Unless otherwise approved by the Board, the maximum number of Players a Club is entitled to register is determined by how many teams it operates and is as follows:

First Team – a maximum of 40 Players

First and Reserve Teams – a maximum of 55 Players

First and Academy Teams – a maximum of 65 Players

First, Reserve and Academy Teams – a maximum of 75 Players

In the case of Clubs that have a Licensed Academy Programme, a maximum of 25 of such Players shall be age eligible to play in the U18 Academy competition (unless otherwise agreed by the RFL including in accordance with C1:6:9).

For the avoidance of doubt, a Player on a Trialist registration or an Amateur Registered Player shall be counted towards the number of Players a Club is allowed to register save for Players on Amateur Talent Transfer Registrations.

For the purposes of this Rule, Players who are Scholarship Players shall not be counted against the number of Players a Club is allowed to register.

Dual Registered Players shall count on the number of Players registered with the Club holding their registration but not on the number of Players registered with the Club for whom they are Dual Registered. Loan Players shall count on the register of the receiving Club but not on the register of the loaning Club.

### GOVERNING BODY ENDORSEMENT (GBE) REQUIREMENTS

C1:2:4 The purpose of this rule is to ensure equality for Clubs when recruiting Players.

Without limiting the obligations of Clubs to get GBEs for players, all Clubs (whether based in the UK or otherwise) are required to have the registration of a new Player (who would require a GBE to work in the UK) endorsed by the RFL before entering into a contract with that Player. The RFL will review each registration against the RFL GBE Requirements in force at the time of the application. The Club shall only be permitted to proceed with signing a contract with and the registration of the Player if the RFL confirms that the Player meets the RFL GBE Requirements (from time to time).

For the avoidance of doubt Operational Rule C1:2:4 does not apply to a contract extension of a Player at his existing Club but applies to all other proposed contracts / registrations.

The Board shall have the discretion to grant a Club and/or Player an exemption or variance to the above Operational Rule where in the Board's absolute discretion the circumstances justify such an exemption or variance. In the case of Catalans Dragons and Toulouse Olympique, the Board has determined that the above provisions shall not apply to Players with EU passports.

## REGISTERING BEFORE MATCHES

- C1:2:5 Unless otherwise determined by the RFL, for a Player to be eligible to play in any Match, the documentation set out in Operational Rules C1:1:13 and C1:1:14 or the applicable signed loan form or signed Dual Registration agreement must be submitted by a Club:
- (a) For Matches to be played on a Thursday, Friday, Saturday or Sunday in a week by no later than noon on the Thursday.
  - (b) For Matches to be played on a Monday by noon the Friday before.
  - (c) For Matches to be played on a Tuesday or Wednesday by noon on the day of the Match.

Failure to comply with this Operational Rule will render the relevant Player ineligible for that Match. In any event, a Club must only play Players in respect of which it has received an acknowledgement of registration from the RFL prior to the Match.

Solely in relation to the Reserves League and Reserve Dual Registration Forms (and not, for the avoidance of doubt, the documentation required pursuant to Operational Rules C1:1:13 and C1:1:14) the RFL may specify a later deadline by which such Reserve Dual Registration Forms must be submitted.

## END OF SEASON DEADLINES

For the 2025 Season "End of Season Signing Deadline" shall mean close of business on Friday 1 August 2025 and "End of Season Cut Off Date" shall mean close of business on Monday 4 August 2025.

- C1:2:6 The following provisions apply to all Competitions and Players.
- (a) Subject to paragraph (b) below in relation to all Competitions if any signing or registration takes place or is authorised by the Board (or any signing or loan comes into effect) after the End of Season Signing Deadline, then the Club shall not be entitled to play that Player in any Matches remaining in that Season.

The End of Season Signing Deadline shall not apply to the submission of Reserve Dual Registration forms to, for the avoidance of doubt, play in the Reserves League only.

In relation to Operational Rule C1:2:6, any loan of a Player (for the avoidance of doubt to include any U18 Academy Player) must start on or before the End of Season Signing Deadline and, for the avoidance of doubt, be submitted by the End of Season Signing Deadline.

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- (b) Subject to Operational Rule C1:2:7 after the End of Season Signing Deadline:
- (i) a Player who is registered with a Club on Loan or on an Amateur Registration at the End of Season Signing Deadline or a Player who is eligible to play on dual registration for a Club after the End of Season Cut Off Date may sign with that Club as a Full or Part Time Contract Player and continue to be eligible to play for the Club in the remaining Matches provided: (i) such Contract is entered into during the period of the Loan, Trial or Amateur Registered Player registration; and (ii) provided that the relevant paperwork is submitted to the RFL in the format as required from time to time; and
  - (ii) a Player who has been on loan to a Club may have his loan extended or return to his loaning Club.

C1:2:7 Subject to the other provisions of this Operational Rule, once a Player has played for any Club in any Competition (other than the Reserves League or Academy U18 Competition) after the End of Season Cut Off Date whether that be the Club with whom he is registered or the Club to which he is on Loan, he shall only be able to play for that Club for the remainder of the Season and shall not be entitled to play for any other Club in any Competition (other than the Reserves League or Academy U18 Competition). For the avoidance of doubt, once a loan has expired or terminated it cannot be reinstated after the End of Season Signing Deadline irrespective of whether the Player has not played for his parent Club or has only played for his U18 Academy team.

The above provision shall not apply to Dual Registered Players who have played 4 or more Matches for their Dual Registered Club (whether on Dual Registration or otherwise) before: the End of Season Cut Off Date, who shall be entitled to continue to play for the Club to which they are registered and the Club to which they are Dual Registered to after the above date.

Further, the above provision shall not apply to Loan Players who play for the Loanee Club after the End of Season Cut Off Date who are then recalled to their parent Club. Those Players will be eligible to play for their Parent Club only after the End of Season Cut Off Date and once they play for that Club will not be eligible to play for any other Club including the Loanee Club.

## IRL OPERATIONAL RULES

C1:2:8 No Club shall place or attempt to place a Player on a Club's Register contrary to the IRL Operational Rules. Each Club agrees to comply with the IRL Operational Rules, in particular, those relating to the transfer of Players. If it fails to do so, it shall be guilty of Off Field Misconduct.

## REMOVAL FROM CLUB REGISTER

C1:2:9 A Player's name shall be immediately removed from a Club's Register and placed on the Register of Free Agents as set out below:

By the RFL on the happening of the first of any of the following events:

- (a) **in the case of an Amateur Player:**
  - (i) on the day following the end of the Player's Trial period; or
  - (ii) upon receipt of written notification by the Club holding his registration; or

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- (iii) upon receipt by the RFL of the documents required to register a Player as set out in Operational Rules C1:1:13 and C1:1:14 above from another Club; or
  - (iv) upon the Club and Player agreeing his release in writing;
  - (v) at the end of any fixed term registration.
- (b) **in the case of Professional Players who are not under a current, valid contract, on receipt by the RFL of a written request to remove the Player from the Register by the Player or the Club in the following circumstances:**
- (i) a Player whose contract has expired or been terminated and who has not been offered a contract; or
  - (ii) a Player whose contract has expired or been terminated and who has been offered (but has rejected) a new contract by his previous Club because the offer is less favourable than the terms of his recently expired (or terminated) contract; or
  - (iii) a Player whose contract has expired or been terminated who did not receive a Guaranteed Payment (as set out in C1:3:13 below) in such contract; or
  - (iv) a Player who has reached or passed his Compensation Expiry Date.
- (c) **in the case of Professional Players with a current contract registered with a Club:**
- (i) by mutual agreement by Club and Player to terminate the contract which has been notified to the RFL which in the case of all Players on a Full Time Contract must be in the form of a compromise agreement (unless otherwise agreed by the RFL); or
  - (ii) in the case of a Negotiated Transfer, on the receipt by the RFL of the documents set out in Operational Rule Section C1:1:14 above and C1:2:10 below; or
  - (iii) in the case of a Contract Expired Player where that Player signs for another Club and the RFL receives the documents set out in Operational Rule C1:1:14 above.

## NEGOTIATED TRANSFER

C1:2:10 Each Club must comply with the following procedure in cases where a Contract Player is to be transferred to another Club:

(a) **Forms**

The Clubs and the Player must complete the negotiated transfer form prescribed by the Board from time to time and the Clubs must submit such form immediately to the RFL together with any other relevant registration documentation as set out in Operational Rule C1:1:14 above.

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(b) **Agree Fee**

The Clubs must agree a fee and set out the details of such fee on the Agreement which must be submitted by the Clubs to the RFL immediately.

(c) **Payment of Fee**

No Player's transfer shall be authorised by the Board until the fee involved in the transfer (plus VAT) is paid by the buying Club and received by the RFL or the selling Club in cleared funds unless the Clubs concerned have agreed deferred terms as set out in (d) below in which case only the initial 50% payment or the first instalment (plus VAT on the total fee) must have been received by the RFL / selling Club).

(d) **Deferred Terms**

The only deferred terms permissible in relation to the payment of the fee shall be an initial payment of not less than 50% of the total fee (plus VAT on the total fee) with the remainder to be paid to the RFL or the selling Club within 12 months of the date of the authorisation of the transfer by the RFL and such remainder shall at the time of transfer be lodged with the RFL or the selling Club by electronic transfer into the relevant bank account, or alternatively consecutive monthly payments for a maximum of twelve months, with an initial payment of at least one full instalment and the other instalments to be paid by electronic transfer into the relevant bank account or in the case of Super League Clubs only a signed authorisation to deduct the payment(s) from broadcast distributions or in the case of Championship and League 1 Clubs only a signed authorisation to deduct the payment(s) from central distributions.

(e) **Form of Payment**

Payment must be made by electronic transfer into the RFL or selling Club bank account unless the RFL shall specify or agree another form of payment as set out in (c) and (d) above and, in the case of payment to the RFL, the RFL shall arrange the onward despatching of the fee (or part thereof) to the selling Club by electronic transfer.

(f) **Interest on Late Payment**

The buying Club shall pay to the selling Club interest on all or any part of a transfer fee which is not paid on the date on which the same is due for payment at the rate of 5% per annum above the base rate applied from time to time by the RFL's bank and which shall accrue from that date until the fee is paid in full.

(g) **Defaulting Clubs**

If a Club is in default of payments due to another Club (whether a Member or not) under a transfer or compensation agreement or under the terms of a loan agreement then an embargo on the registration of Players from any source may be placed upon such defaulting Club until such time as the agreement is honoured. In addition, the Board shall be entitled to apply any monies due to the defaulting Club from the RFL to that other Club. In the event of such default and in addition to any above penalty, the Club shall be guilty of Misconduct.

(h) **No Transfer to Breach Loan Provisions**

No Club shall transfer or receive or attempt to transfer or receive a Player by transfer as a means to circumvent or breach the provisions of Section C1:2 relating to Loans and/or Dual Registration. In addition to being Off Field

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Misconduct, if the Board reasonably believes that any proposed transfer is an attempt to circumvent or breach such provisions then it shall be entitled to prohibit it.

(i) **Conditions of Transfer**

In no event shall a transferring Club seek to control the conditions under which the Player may play after the transfer has been completed. In addition to being Off Field Misconduct, if the Board reasonably believes that a transfer includes any such provisions it shall be entitled to prohibit it.

### **CONDITIONAL PAYMENTS**

C1:2:11 If a transfer fee is conditional (in whole or in part) upon the playing of a number of Matches by the Player then (unless specified otherwise conclusively in the agreement between the Clubs):

- (a) the term "Matches" shall refer to first team Matches for that Club or whilst on loan to a Club in the same League or a higher League; and
- (b) if after a set number of appearances, such appearances have only partially been completed before the Player leaves that Club, then the payment shall be made in part to the original transferring Club pro rata to the number of matches actually completed.

### **LOANS AND DUAL REGISTRATION**

#### **LIMIT ON NUMBERS**

C1:2:12 A Club shall not include in any Match Squad nor play in any Match:

- (a) more than 5 Players who are on loan to it and/or Dual Registered to it (irrespective of which Club they are registered with). A Club may however have an additional 6th Player who is on loan within their Match Squad provided that the Player has signed a loan agreement for the entire Season; and
- (b) subject to C1:2:23, in any event, no more than 4 Players who are Dual Registered to it, which in the case of Championship Clubs shall apply to Players who are Dual Registered both up and down to it.

#### **END OF SEASON DEADLINES – LOANS AND DUAL REGISTRATION**

C1:2:13 Save as otherwise provided below, a Club may only play a Player who is Dual Registered to it after the End of Season Cut Off Date, if he has played 4 First Team Matches for that Club before the deadline.

Specifically in the case of Reserve Dual Registration to play in the Reserves League only, the requirement set out in C1:2:13 above shall not apply.

#### **RULES RELATING TO LOANS**

C1:2:14 A Club shall not be entitled to either loan a Player or receive a Player on loan unless:

- (a) it ensures that the relevant loan form (correctly completed as prescribed by the Board from time to time) is completed and immediately sent to the RFL; and
- (b) it receives an acknowledgement of loan registration from the RFL.
- C1:2:15 Save as otherwise directed by the RFL, any loan must be for a minimum period of 14 days save where the loan agreement states that the Player may only play for the Reserve or Academy team in which case the minimum period shall be 48 hours.
- Notwithstanding the provisions of C1:2:15 above, if a loan is terminated prior to the end of the minimum period, the applicable Player shall not be entitled to play for the loaning Club (or any other Club) until the minimum period the loan should have been for has passed.
- C1:2:16 The Board shall be entitled to refuse the registration of a loan in any of the circumstances set out in Operational Rule C1:2:1 and may cancel the registration of a loan in any of the circumstances set out in Operational Rule C1:2:2 (or, in either case, may impose such terms and conditions as it considers appropriate).
- C1:2:17 It shall be permissible to extend a loan which complies with Section C1:2:15 for a period of less than 14 days (provided that such extension is done before the initial term of the loan expires). The requisite form shall in such circumstances be promptly submitted to the Board.
- C1:2:18 Any loan (whatever its original duration) may be terminated after it has subsisted for at least 14 days by: (i) written agreement of the Player and both Clubs; or (ii) in accordance with any agreement set out in the Loan agreement which termination shall be notified to the Board in writing,
- C1:2:19 Where a Club does not run an Academy team at the appropriate age group for one or more of its registered Players it may loan the Player(s) to another Club to play in that Club's Academy team only.
- C1:2:20 The Board shall be entitled to use its discretion to allow special arrangements on consideration of written application from the Club(s) concerned.
- C1:2:21 Payments to Loan (and Dual Registration) Players must be made in accordance with A3:12.
- C1:2:22 A Loan Player may only be placed on Dual Registration by the Loaneer Club with consent of the RFL.

## **RULES RELATING TO DUAL REGISTRATION**

"Dual Registration" is the system whereby a Player continues to be registered to and be eligible to play for his current Club and is also registered to play for another Club ("Dual Registered").

The purpose of this Rule is to: (i) provide an enhanced Player development pathway for young Players who are not thought to be ready to make the step up to first team for their Club on a permanent basis but for whom first team match experience in a lower league is likely to be beneficial for their development or, in the case of a Championship or League 1 Player being dual registered up to his partner Club, to provide development opportunities in a higher league; and/or (ii) provide additional flexibility for Clubs to make arrangements that suit their Player's development needs, whilst protecting both the playing squad requirements of the Clubs concerned and the integrity of

both Competitions. The purpose of this Rule will be taken into consideration if an issue arises that is not expressly provided for in these Rules.

C1:2:23

- (a) Subject to the other provisions of this Operational Rule:
- (i) Super League Players can be "Dual Registered" down the pyramid to either Championship or League 1 Clubs. Championship Players can be "Dual Registered" down the pyramid to League 1 Clubs.
  - (ii) Championship Players can be "Dual Registered" up the pyramid to Super League Clubs. League 1 Players can be "Dual Registered" up the pyramid to Super League or Championship Clubs.
- (b) Before a Player can play as a Dual Registered player, a Dual Registration agreement must be in place between his Registered Club and the Dual Registration Club. This agreement may allow for Players to be Dual Registered both up and down the pyramid.
- (c) In each Season, each Club may only have a Dual Registration Agreement with one other Club (in a different league) based in West Yorkshire, North Yorkshire, South Yorkshire, East Riding of Yorkshire, Lancashire, Merseyside, Cheshire, Greater Manchester or Toulouse (the "Core Areas"). In addition, each Club in the Core Areas, shall only receive Players on Dual Registration from one Club (in a different league).
- In addition, each Club may also have a Dual Registration Agreement with other Clubs (in different leagues) which are based outside of the Core Areas, and each Club based outside of the Core Areas may receive Players from more than one other Club. Any dispute as to whether a Club is based in the specified areas shall be determined by the RFL.
- (i) All Dual Registrations must be approved by the RFL before the Player is permitted to play and the request submitted on the required form issued by the RFL from time to time. The form must be signed by all three parties namely the Player and two Clubs concerned.
  - (d) A Super League or Championship Club may only Dual Register (upwards) one player at any one time from its partner Club in the lower league.
  - (ii) Players with a Salary Cap Value of £75k or more (or £82.5k in the case of Players registered with London based Clubs) are not permitted to be Dual Registered to League 1 Clubs.
  - (e) Dispensation may be sought to allow a Player to remain on Dual Registration with his original Championship or League 1 Club from which he signs to a Super League or Championship Club even though it may not be the partner Club.
  - (f) The Player is not restricted to playing in one fixture per scheduled round of fixtures in any given week.

C1:2:24 For the avoidance of doubt, the provisions of Operational Rules C1:2:23 relating to Dual Registration do not apply to Reserves League or Reserve Dual Registration. The provisions relating to Reserve Dual Registration are set out in Section C1:6.

C1:2:25 The RFL shall have the right to issue regulations regarding the 'dual registration' of players from Tiers One to Three to Tiers Four to Six. All Persons Subject to the Operational Rules shall comply with any such regulations.

### **C1:3 APPROACHES, CONTRACT OFFER AND COMPENSATION SYSTEM**

#### **RIGHT TO SEEK REGISTRATION**

C1:3:1 Subject to the provisions of these Operational Rules, a Player shall be free to seek registration with any Club of his choice to take effect at the end of his then current contract.

#### **APPROACHES TO/BY PLAYERS**

C1:3:2

- (a) A Club or Licensed Agent or other person acting on a Club's behalf shall not approach any Contracted Player (Full-time or Part-time) directly or indirectly (which shall include statements made to the media) until the 1 December prior to the date upon which the Player's contract is due to expire without receiving the prior written consent of the Club to whom the Player is contracted (such consent shall not be unreasonably withheld or delayed). Where such consent is withheld the Club wishing to make the approach may appeal to the RFL who shall be the final arbitrator. Both Clubs shall have the opportunity to make submissions to the RFL in the timescale set by the RFL. From the 1 December prior to the expiry of his current contract any Club shall be entitled to enter into a contract with such Player subject to the compensation rules set out in these Operational Rules.
- (b) A Contracted Player (Full-time or Part-time) or anyone acting on his behalf shall not be entitled to approach another Club (the "Contacted Club") until the 1 December prior to the expiry of his current contract and the Contacted Club shall not respond in any way whether directly or indirectly (which shall include statements made to the media) without first receiving the consent of such Player's Club (such consent shall not be unreasonably withheld or delayed). For the avoidance of doubt such consent may be sought by the Player, his Agent or the Contacted Club. Where such consent is withheld the Player wishing to make the approach (his Agent or the Contacted Club) may appeal to the RFL who shall be the final arbitrator. All parties shall have the opportunity to make submissions to the RFL in the timescale set by the RFL. From the 1 December prior to the expiry of his current contract a Player shall be entitled to enter into a contract with a Club subject to the compensation rules set out in these Operational Rules.

#### **OFFERING OF CONTRACTS - NOTIFICATION OF CLUB'S INTENTION**

C1:3:3 In respect of a Full Time Contract Player whose contract is due to expire on 30 November in any given year, the Club must notify him in writing on or before 30 November in the year prior, in writing whether they:

- (a) intend to offer him terms of re-engagement;
- (b) do not intend to offer him a contract; or
- (c) are yet to determine their position as a Club.

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In respect of a Part Time Contract Player whose contract is due to expire on 30 November in any given year, the Club must notify him in writing on or before 31 August whether they:

- (a) intend to offer him terms of re-engagement;
- (b) do not intend to offer him a contract; or
- (c) are not currently in a position to do so.

The RFL may provide template letters for a Club to use to administer this process. If a Club chooses to use the RFL templates the text provided shall not be altered (save as envisaged within the template).

In all cases the Club must also include an invitation to attend a meeting to discuss the matter, which should take place at a reasonable time and location and without unreasonable delay. After the meeting, the Club must notify him in writing of the Club's decision.

#### **OFFER OF RE-ENGAGEMENT – DEADLINE & MEANS OF DELIVERY**

C1:3:4 If the Club elects to offer the Player terms of re-engagement the Club must make such offer in writing:

- (a) For a Player on a Full Time Contract on or before the 1 December or where the Club has not determined its position as in C1:3:3 (c) above by 31 August;
- (b) For a Player on a Part Time Contract on or before 31 August. Where a Club's divisional status for the forthcoming season will not have been decided by 31 August the Club may make two offers of re-engagement one to cover each of the divisions in which the Club may play the following Season and such offers must be made in accordance with the deadlines and means of delivery as detailed above.

#### **DECISION NOT TO OFFER TERMS**

C1:3:5 If the Club elects not to offer the Player terms of re-engagement the Club must inform the Player and the RFL in writing:

- (a) for a Player on a Full Time Contract on or before 1 December or where the Club has not determined its position as in C1:3:3 (c) above by 31 August
- (b) for a Player on a Part Time Contract on or before 31 August.

The Player's name will be circulated to all Clubs in September however, any enquiries regarding a Player's contractual status prior to this point can be directed to the RFL Registrations Team.

#### **COPIES OF FINAL OFFERS**

C1:3:6 A list of the final offers of engagement or re-engagement made to Players whose Salary Cap Value places them, or would have placed them were they to have accepted the offer, in a Club's top 25 highest paid Players must be sent to the RFL within seven days of service or within seven days of the final date for service as set out in Rule C1:3:4 above (whichever is earlier). A copy of the offer letter must be forwarded to the RFL

should they request it, such copy must include details of any Image Rights Agreement or Employees Benefit Trust or Pension Agreements which have been offered. Details of any relevant further offers to the same Player must be forwarded to the RFL at their request.

### **ACCEPTANCE OF OFFER**

C1:3:7 The Player must notify the Club holding his registration in writing whether or not he accepts their offer of re-engagement by 31 December or 30 September respectively. If the Player has not replied in writing to the Club's offer of re-engagement by 31 December or 30 September then the offer shall (assuming the same is stated in the offer letter) lapse save that, where relevant, the Club's compensation rights shall not be affected (i.e. the Club shall be entitled to receive a compensation fee in respect of the loss of the Player's registration should he sign for another Club).

### **CIRCULATION OF NAMES OF CONTRACT EXPIRED PLAYERS**

C1:3:8 No later than 7 December in each year each Club shall notify the RFL of the names of its Contract Expired Players. The RFL shall circulate the names of all Contract Expired Players to all Clubs.

### **COMPENSATION**

#### **COMPENSATION EXPIRY DATE**

C1:3:9 The Compensation Expiry Date shall mean 1 December immediately after a Player has reached the age of 22.

#### **REJECTION OF OFFER – PLAYERS THAT HAVE NOT REACHED COMPENSATION EXPIRY DATE**

C1:3:10 In the case of Full Time or Part Time Contracted Players, if a Player, who will not have reached or passed his Compensation Expiry Date on the day after his current contract expires (or, in the case of ii) terminates as a result of the Player exercising his rights pursuant to the relevant paragraph of Schedule 1 (the "relegation" clause) of the Standard Playing Contract):

- (i) refuses his Club's offer of engagement or re-engagement and/or indicates that he wishes to leave the Club holding his registration in circumstances where the Club has offered terms of engagement or re-engagement which meet the requirements set out in Operational Rule C1:3:13; or
- (ii) has the right, and exercises the right to, terminate his Playing Contract pursuant to the relevant paragraph of Schedule 1 (the "relegation" clause) as a result of the relegation of the Club,

and where his registration has not been transferred to another Club then the Club holding his registration, if it wishes to retain its right to a compensation fee, shall after such expiry date either:

#### **Enter into a Contract**

- (a) enter into a Contract with the Player in accordance with these Operational Rules providing that the Player may be transferred to another Club at any

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time during the currency of such contract for a fee, which shall be determined by the Operational Rules Tribunal if the Clubs involved are unable to agree a fee.

#### **Enter into Conditional Contract**

- (b) enter into a Conditional Contract with the Player in accordance with these Operational Rules providing that the Player may terminate such contract by providing 7 days' written notice to the Club. The Player will, in these circumstances, be subject to Club Rules and discipline and to the performance and other relevant clauses of the Standard Players Agreement and to these Operational Rules; or

#### **Continue to Pay the Player**

- (c) where the Player has been contracted to the Club continue to pay the Player the basic monthly payment payable under the contract which shall have expired. In such event the Player shall not be eligible to play for the Club holding his registration and shall not be eligible to train for any other Club. The Club holding the Players registration shall be entitled to a compensation fee from any other Club wishing to obtain the registration of the Player. On application of the Club made on or after the first day of the Season, the Board may rule that because the Player has without good reason refused offers of employment with another Club or other Clubs or because there are other relevant and legitimate circumstances the Club may retain its entitlement to a compensation fee without being obliged to continue to pay the Player the basic monthly payment; or

#### **Give Two Weeks' Notice**

- (d) by giving two weeks' notice cease to pay the Player the basic monthly wage as detailed in paragraph (c) above in which case the Player shall be free to negotiate with and sign and be registered for any other Club at any time without payment by such Club of any compensation fee.

### **ANNUAL PROCESS**

- C1:3:11 For the avoidance of doubt the above Compensation System process shall be repeated annually in accordance with the above procedures in respect of Contract Expired Players if a Club wishes to continue to retain the Player's registration or its right to compensation in respect of any Player until that Player's Compensation Expiry Date.

### **NO COMPENSATION FOR PLAYERS OVER COMPENSATION EXPIRY DATE**

- C1:3:12 A Player's previous Club shall not have any right to a compensation fee in relation to any Player who has reached or passed his Compensation Expiry Date at the date his employment with the new Club commences. For the avoidance of doubt, the date upon which he signs a contract with the new Club will have no effect when determining compensation.

### **QUALIFICATION FOR COMPENSATION FOR PLAYERS UNDER COMPENSATION EXPIRY DATE – CONTRACTED PLAYERS**

- C1:3:13 Subject to the terms of this Operational Rule and C1:3:10, in relation to Full Time or Part Time Contracted Players:

- (i) where a Club has made an offer of re-engagement to a Player, who will not have reached or passed his Compensation Expiry Date on the day after his current contract expires, which meets the criteria set out below; or
- (ii) where a Player has the right to, and exercises the right to, terminate his Playing Contract pursuant to the relevant paragraph of Schedule 1 (the "relegation" clause) of the Standard Playing Contract) as a result of the relegation of the Club and where the Player will not have reached or passed his Compensation Expiry Date on the day after his contract will terminate (as a result of exercising such right),

the Club to whom the Player is registered shall be entitled to retain the Player's registration until such time as the Player signs a contract for the Club or for another Club in which case the Club shall be entitled to receive compensation fee in respect of the loss of the Player's registration (provided that the long stop date for holding the registration shall be the Compensation Expiry Date). The compensation fee shall be decided as set out below (and for the avoidance of doubt, if applicable, shall include compensation for the period of time the Player was a Scholarship registered Player for the Club provided the requirements of C1:3:14 and/or C1:3:15 at the relevant time).

In relation to (i) above, the criteria are as follows:

- (a) the Club must have made an offer of re-engagement to the Player which is not less favourable than the most favourable year's terms in the Player's previous contract with that Club and must be as favourable overall except that a signing on fee included as a one-off payment in the previous contract need not be repeated; and
- (b) the offer must have been made in accordance with the deadline and means of delivery as set out in C1:3:4 above; and
- (c) the Player must have received a Guaranteed Payment under his most recent contract with the Club. For the purposes of this Operational Rule Guaranteed Payment is defined as a payment which is not dependent on selection or performance and is of at least the level shown below (in each case a Player is classified by the status of the Club / Club Academy that holds his registration (at the time the most recent contract with his Club was entered into):

Player Category	
Super League Player and/or Player at a Championship or League 1 Club with a Licensed Academy Programme	£5,000 p.a.
Championship / League 1 Player 18 and over (at a Club that doesn't have a Licensed Academy Programme)	£2,750 p.a.
Championship / League 1 Player 18 and under (at a Club that doesn't have a Licensed Academy Programme)	£1,750 p.a.

For the avoidance of doubt where a Club fails to make an offer or makes an offer which does not meet the criteria above the Player shall be entitled to request, in writing to the RFL, that his name be removed from the Club Register at the end of his current contract and be placed on the Register of Free Agents.

In the case of Players that were registered to the Hull Academy compensation shall be payable if either Hull KR or Hull FC complies with the requirements of this Operational Rule.

In the case of Players who signed an Under 17 Scholarship Extension for the 2021 Season then such agreement shall be deemed to allow the Club who signed that Player to retain their right to Compensation provided that all timescales and documentation were returned as directed at that time and the Club has met its requirements under this Operational Rule.

**OPERATIONAL RULES C1:3:14 and C1:3:15 SHALL ONLY COME INTO EFFECT IN RELATION TO PLAYERS SIGNING THEIR FIRST SCHOLARSHIP REGISTRATION IN OR AFTER JULY 2015 (I.E. THEIR FIRST SEASON AT A PROFESSIONAL CLUB IS THE 2016 SEASON ONWARDS)**

**QUALIFICATION FOR COMPENSATION FOR UNDER 16 SCHOLARSHIP REGISTERED PLAYERS**

C1:3:14 Subject to the terms of this Operational Rule any Club which makes an offer of engagement to a Player who is or was registered with its Licenced Academy Programme as part of the Offer Process (as set out in Section C1:7), which meets the criteria set out below, shall be entitled to receive a compensation fee in respect of the Player if the Player instead enters into a contract with another Club on or before 30 November of the following year. The compensation fee shall be decided as set out in C1:3:20 below.

- (a) the Club must have made an offer of engagement to the Player with a Guaranteed Payment of at least £3,000 per annum which for the avoidance of doubt shall apply pro rata to any Player contracted from the 1 September in Year 1 of the Contract;
- (b) the offer of engagement must be to take effect between the 1 September and 1 November of that year;
- (c) the offer must have been for a minimum of 2 years; and
- (d) the offer must have been made in the 'First Offer Window' in writing and in accordance with the deadline and means of delivery as set out in Operational Rules C1:7 (Contracting Process).

If a Player has been Under 16 Scholarship registered for more than one Club (Club A and B respectively, with Club A being the first Club) (which, for the avoidance of doubt, is only permitted if in accordance with Operational Rule C1:6:17) then:

- (a) if the Player elects to sign for Club A then no compensation is payable to Club B;
- (b) if the Player elects to sign for Club B then compensation is payable to Club A for the number of weeks spent at Club A; and
- (c) if the Player elects to sign for another Club then each of Club A and Club B shall be entitled to compensation (on a pro rata basis dependent on the number of weeks spent at each Club) provided that a Club shall only receive compensation if it has made an offer in accordance with this Operational Rule.

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**QUALIFICATION FOR COMPENSATION FOR UNDER 15 SCHOLARSHIP REGISTERED PLAYERS**

C1:3:15 Subject to the terms of this Operational Rule any Club which makes an offer of U16 Scholarship Registration to a Player who is or was registered with its Scholarship Programme as a U15 Player, which, meets the criteria set out below, shall be entitled to receive a compensation fee in respect of the Player if the Player instead signs U16 Scholarship papers for another Club (or Academy) at any time. The compensation fee shall be decided as set out in C1:3:21 or C1:3:22 as applicable below.

- (a) the offer must have been made in the 'First Offer Window' in writing and in accordance with the deadline and means of delivery as set out in Operational Rules C1:7 (Scholarship Offer Process).

For the avoidance of doubt this Operational Rule only applies in relation to Players who were on a one-year (U15 only) Scholarship registration or Players who leave a Scholarship during that year.

If a Player has been Under 15 Scholarship registered for more than one Club (Club A and Club B respectively, with club A being the first Club) (which, for the avoidance of doubt, is only permitted if in accordance with Operational Rule C1:6:17) then:

- (a) if the Player elects to register as an Under 16 Scholarship for Club A then no compensation is payable to Club B;
- (b) if the Player elects to register as an Under 16 Scholarship Player for Club B then compensation is payable to Club A for the number of weeks spent at Club A; and
- (c) if the Player elects to register as an Under 16 Scholarship Player for another Club then each of Club A and Club B shall be entitled to compensation (on a pro rata basis dependent on the number of weeks spent at each Club) provided that a Club shall only receive compensation if it has made an offer in accordance with this Operational Rule.

**DISPUTES ON QUALIFICATION FOR COMPENSATION**

C1:3:16 Any dispute as to whether or not a Club has complied with Operational Rules C1:3:10, C1:3:13, C1:3:14 or C1:3:15 (and C1:3:4) which cannot be resolved between the relevant Player and Clubs shall be referred to an Operational Rules Tribunal.

The Operational Rules Tribunal shall reach its decision and conduct its proceedings in accordance with such procedures and rules as it may determine from time to time. In any event, the Player and the Club will be entitled to attend and/or make written representations. They will both be entitled to receive 72 hours' notice of the date of the hearing and shall also be entitled to legal representation at the hearing. The Operational Rules Tribunal will notify the parties involved of its decision promptly. Its decision shall be binding and there shall be no right of appeal.

If the Operational Rules Tribunal decides that no compensation is due the Player shall be automatically deemed to be a Free Agent.

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**TRANSFER TO CLUB(S) WHO ARE NOT MEMBERS**

C1:3:17 When a Player, at the end of his contract period, elects to seek registration with a professional sporting club which is not a Member, then the Club which holds that Player's RFL registration may elect to retain such registration until that Player's Compensation Expiry Date. The Club may only elect to retain such registration if it has offered the Player in question a new contract (as per the Compensation System set out above) and renews such offer at the end of each 12-month period.

In such cases, should the Player subsequently return to play for another Club prior to the Player's Compensation Expiry Date, then his former Club shall be entitled to claim compensation from his new Club. Should the two Clubs be unable to agree a compensation fee then either Club or the Player shall give notice to the Board to convene the Operational Rules Tribunal to determine the level of compensation (if any) to be paid.

The Operational Rules Tribunal shall take into account (without limiting its power or discretion in any way whatsoever) those matters set out in Operational Rule Section C1:3:23 below. The Operational Rules Tribunal shall endeavour to convene within 28 days of receipt of the above notification and shall follow the procedures set out in Operational Rules Section C1:3:26 below. Its decision shall be binding and there shall be no right of appeal.

**PROCESS FOR DECIDING COMPENSATION FEE****OFFER OF COMPENSATION**

C1:3:18 Should a Club be entitled to compensation pursuant to C1:3:13, C1:3:14 or C1:3:15 above in relation to a Player then any Club that contracts that Player or registers that Player shall within 7 days of such contract or registration offer compensation in writing to the Former Club. Such offer shall state the amount of the proposed compensation and the proposed manner and date of payment thereof and shall promptly forward a copy to the RFL. Clubs shall be free to decide a level of compensation fee however if they do not then the scale of payments set out in the Compensation Formula below shall be applied. Where Clubs agree a fee, it shall be paid in accordance with Operational Rule C1:2:9 above.

**COMPENSATION FORMULA**

The following Operational Rules set out how Compensation will be calculated where the two Clubs are unable to reach agreement.

**GENERAL PRINCIPLES**

C1:3:19

- (a) Compensation is only payable for, or in relation to, Scholarship Players signing their first Scholarship Registration in or after July 2015 (i.e. their first Season at a Professional Club is the 2016 Season onwards).
- (b) Where a Club has moved Leagues or changed Academy status, the amount payable shall be calculated on a pro rata basis dependent on the time spent in each League / with each Academy status.
- (c) The amounts payable under each of the formulas are cumulative provided that applicable Club has complied with the requirements to get compensation at the relevant stage.

For instance if a Player moves Clubs at the age of 19 having been at the original Club since U15 Scholarship level and the Club complied with the requirements of C1:3:14 at the end of the Player's Scholarship and C1:3:13 in the last year of his first professional Contract, then the Club shall be entitled to compensation in relation to the period of time since the Player registered with the Club as a U15 Scholar.

For instance if a Player moves Clubs at the age of 19 having been at the original Club since U15 Scholarship level but the Club did not comply with the requirements of C1:3:14 at the end of the Player's Scholarship, then the Club shall only be entitled to compensation in relation to the period of time the Player has been Contracted with the Club.

## CONTRACTED PLAYERS

### OPERATIONAL RULES C1:3:20 AND C1:3:21 SHALL ONLY APPLY FOR ANY PAYMENT OF COMPENSATION FOR A PLAYER WHOSE FIRST REGISTRATION WAS WITH A CLUB FOR THE 2023 SEASON OR BEFORE

#### C1:3:20

- (a) **Player moving from Championship or League 1 Club (that does not have a Licensed Academy Programme) to Super League (or to a Championship or League 1 Club that has a Licensed Academy Programme)**

A sum equivalent to the sum of £100 per week of training and education invested in the Player and a further lump sum of £5,000 if the Player attains a salary of £25,000 per annum or more with the new Club.

- (b) **Player moving from Super League (or from a Championship or League 1 Club that has a Licensed Academy Programme) to Super League (or to a Championship or League 1 Club that has a Licensed Academy Programme)**

A sum equivalent to the sum of £175 per week of training and education invested in the Player and a further lump sum of £5,000 if the Player attains a salary of £25,000 per annum or more with the new Club.

- (c) **Player moving from Championship or League 1 Club (that does not have a Licensed Academy Programme) to Championship or League 1 Club that does not have a Licensed Academy Programme** (and where the Guaranteed Payment under the Player's contract with the new Club is at least 50% higher than the Guaranteed Payment under his most recent contract with his previous Club) a fee will be paid which is equivalent to a sum of £60 per week of training and education invested in the Player.

- (d) **Player moving from Super League (or from a Championship or League 1 Club that has a Licensed Academy Programme) to a Championship or League 1 Club that does not have a Licensed Academy Programme**

A fee will be paid which is equivalent to a sum of £100 per week of training and education invested in the Player.

In all cases training and education is deemed to start from the date on which the Player's professional contract with the Club starts and end on 30 November after the Player reaches the age of 21 and to last for 52 weeks each year. Payments which fall due when a Player reaches a salary of £25,000 per annum or more are not payable if the Player achieves that salary

with a Club other than the one who paid the initial payment under the formula (other than if the Player is on loan at the time he achieves that salary).

### SCHOLARSHIP PLAYERS

C1:3:21 Where the two Clubs are unable to reach agreement then the following scale of payments shall apply (subject to the other provisions of this Operational Rule:

- (a) **Player moving from Super League (or from a Championship or League 1 Club that has a Licensed Academy Programme) to Super League (or to a Championship or League 1 Club that has a Licensed Academy Programme)**

A sum equivalent to the sum of £100 per week of training and education invested in the Player and a further lump sum of £5,000 if the Player attains a salary of £25,000 per annum or more with the new Club.

- (b) **Player moving from Super League (or from a Championship or League 1 Club that has a Licensed Academy Programme) to a Championship or League 1 Club that does not have a Licensed Academy Programme**

A fee will be paid which is equivalent to a sum of £60 per week of training and education invested in the Player.

In all cases training and education is deemed to start from the date on which the Player's registration with the Club commences and end at the date the registration as a Scholarship Player ceases.

There will be a reduction in the payments above to reflect the number of weeks where there was a pause in activity during the Covid 19 pandemic.

Payments which fall due when a Player reaches a salary of £25,000 per annum or more are not payable if the Player achieves that salary with a Club other than the one who paid the initial payment under the formula (other than if the Player is on loan at the time he achieves that salary).

C1:3:22 Save as set out in C1:3:20 and C1:3:21 above, any Player whose first registration with a Club was to play in the 2024 Season, the below table sets out what Compensation is payable provided the other provisions of these Operational Rules in relation to Compensation are met by the Club and provided the Player had entered into a Full Time or Part Time Contract at the time the event in the table occurred:

Episode to trigger compensation	Cumulative (Potential Maximum)	
	Scholarship	Employed
<b>U15 Development fee</b>	£2,500	
<b>U16 Development fee</b>	£2,500	Employed at year 11
<b>U17 Development fee</b>		£5,000
<b>U18 Development fee</b>		£5,000
<b>Debut fee</b>		£5,000
<b>10 games fee</b>		£5,000
<b>30 games fee</b>		£10,000
<b>Contract over £25,000</b>		£5,000

**PLAYER MAY REQUEST COMPENSATION VALUATION FROM CLUB**

- C1:3:23 A Player who has refused the terms of contract offered to him by his former Club in accordance with the Compensation System, but who has not passed his Compensation Expiry Date and who has not entered into a contract with another Club, may request the former Club to state what amount of compensation it would request from any other Club wishing to engage the Player and how that Club has calculated the compensation under the formula.
- C1:3:24 The request by the Player must be made in writing addressed to the former Club at its normal place of business and upon receipt of such request the former Club must within 7 days thereafter give its written valuation of the compensation to the Player. The Club should either give its valuation in accordance with the compensation formula. If the compensation so notified by the former Club exceeds the sum of £1,000 the Player may, if he believes that the valuation has not been calculated correctly in accordance with the formula, request that the RFL refer his case to the Operational Rules Tribunal to give an estimate of the amount of compensation payable (Estimated Compensation).

**OPERATIONAL RULES TRIBUNAL DETERMINATION OF COMPENSATION**

- C1:3:25 The Operational Rules Tribunal shall be entitled to determine compensation for Contract Expired Players in line with the procedures set out in C1:3:28 below in the following circumstances:
- (a) Where a Club has signed a Player and either Club believes it can show good cause why the Compensation Formula results in a level of compensation which is substantially too high or low in the circumstances in which case the determination is binding;
  - (b) Where a Club wishes to sign a Player and believes it can show good cause why the Compensation Formula results in a level of compensation which is substantially too high and wishes to request a Conditional Compensation hearing in which case the Club wishing to sign the Player can decide whether to accept the determination;
  - (c) Where a Player in receipt of a Compensation Valuation believes he can show good cause why the valuation of Compensation made by his former Club is substantially too high in which case the determination is estimated and not binding.

**CONDITIONAL COMPENSATION**

- C1:3:26 Where two Clubs are unable to reach agreement and where the Former Club provides a Statement of Case showing why it does not believe the Compensation Formula applies or the New Club believes that the formula would give too high a level of compensation in the circumstances then the Club wishing to sign a Player may instead apply to the RFL to request that the Operational Rules Tribunal determines Conditional Compensation.

The Operational Rules Tribunal shall conduct its proceedings as set out below.

- (a) Clubs wishing to apply for the assessment of conditional compensation shall not sign a contract with the Player. However, the Player and the Club must have agreed conditional terms (which shall be produced to the Panel) and the Club must at all times make it clear to the Player and the other Club that the offer is conditional; and

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- (b) At the hearing, the buying Club must be represented by a Club Official with power to decide as to whether or not to accept the Operational Rules Tribunal's decision. If the fee is not acceptable to the buying Club, then the Player will remain with his old Club. If it is acceptable, it must be accepted by the buying Club at the hearing and the contract must be signed there and then.

### **APPLICATION FOR OPERATIONAL RULES TRIBUNAL HEARING**

C1:3:27 Notwithstanding the above formula where a Club or Player believes that it can show good reason why the compensation formula set out above is not appropriate to the particular circumstances it/he may apply for an Operational Rules Tribunal to convene.

### **ASSESSMENT OF COMPENSATION**

#### **OPERATIONAL RULES TRIBUNAL PROCEDURES WHEN DECIDING COMPENSATION**

C1:3:28 In assessing the level of compensation, the Operational Rules Tribunal shall conduct its proceedings in accordance with the following provisions and shall adhere to such additional or alternative procedures as the Board may specify from time to time:

- (a) where a dispute is referred to the Operational Rules Tribunal in accordance with the above Operational Rules, it shall convene within 28 days or as soon thereafter as practicable;
- (b) the Parties to an application must provide such written statements of case as the Operational Rules Tribunal shall request or such statements as the Board shall decide from time to time. Such statements shall at a minimum state why one of the Clubs or the Player believes the formula results in a level of compensation that is substantially too high in the circumstances or should not apply or why it has been incorrectly calculated;
- (c) the Operational Rules Tribunal shall be entitled to decide whether the case merits a hearing or whether the formula shall apply and if it considers the formula shall apply may make a ruling as to the correct calculation of the formula in that case and shall also determine the manner and date of payment of such compensation fee.
- (d) the parties to an application to the Operational Rules Tribunal shall be the two Clubs and the Player (save when deciding on Estimated Compensation when the parties shall be the Player and the Former Club only) each of whom shall be notified immediately of the date of the hearing and they shall be entitled to introduce such oral or written evidence as they think fit. The parties shall be entitled to legal representation if they so wish. The Operational Rules Tribunal shall be entitled to insist on any or all of the parties appearing before it;
- (e) the Operational Rules Tribunal is hereby charged with the duties hereinafter set out and shall have a quorum of two including a Chairman, who shall be an Independent Person;
- (f) the Operational Rules Tribunal will take into account (without limiting its power or discretion in any way whatsoever) those matters set out in (i) below and may in its absolute discretion call for the production of any document and/or for any Person Subject to the Rules to appear before it;

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- (g) a Player or Club refusing to appear or produce such documents as requested shall be guilty of Off Field Misconduct and shall be referred to the Compliance Manager as set out in Section D1 of these Operational Rules;
- (h) for the avoidance of doubt it is hereby provided that in considering compensation following a referral pursuant to notice given by a Club, the Operational Rules Tribunal shall not be fettered in the exercise of its powers by any earlier decision;
- (i) in assessing the level of compensation, the Operational Rules Tribunal shall take into account:
- (i) the compensation formula;
  - (ii) the age, experience (including Representative experience), reputation and potential of the Player;
  - (iii) any costs incurred by the selling Club in training or developing the Player;
  - (iv) the fee originally paid for the Player (if any);
  - (v) the value of contracts offered by the selling Club to its other current Players and the length of time during which the Player was with the selling Club;
  - (vi) all and any other relevant criteria which the Operational Rules Tribunal in its absolute discretion may think fit.
- (j) In addition to determining the compensation payable the Operational Rules Tribunal shall also determine the manner and date of payment of such compensation fee
- (k) The decision of the Operational Rules Tribunal shall be binding upon all parties and shall be made public and communicated by the Board to all parties within 48 hours.
- (l) There shall be no right of appeal from the decision of the Operational Rules Tribunal when deciding on compensation.

## **COSTS**

- C1:3:29 The Operational Rules Tribunal shall be empowered to make such orders in relation to all and any costs incurred by the parties themselves or by the RFL consequent upon or concerning any application before it as it shall in its absolute discretion think fit having regard to the merits and all the circumstances of the case.

## **IMMIGRATION STATUS**

- C1:3:30 The RFL will not at any time accept a registration application for nor register a Player until it has received a copy of the Player's visa showing that the Player is entitled to work in the country in which the Club is based or satisfactory evidence that such a permit is not necessary in which case the Club must provide a copy of the relevant immigration documentation. In cases of dispute relating to visas or the right to work, the RFL will consult the UK Border Agency and the Board shall take their comments or advice as the

determining factor. In relation to a visa extension or a Leave to Remain application, the RFL will require evidence that this application is in progress and that the Club is permitted to continue employing the Player until a decision is made about his Immigration status. The Club shall report to the RFL the outcome of such a decision without delay.

#### **NATIONAL MINIMUM WAGE**

C1:3:31 Each Club shall ensure that at all times it meets its obligations in respect of the National Minimum Wage.

#### **INTERNATIONAL CLEARANCE**

C1:4:2 No Club shall register a Player who has previously been registered with a member of the IRL until such time as the RFL has received a clearance from that member.

C1:4:3 Any dispute in relation to clearance shall be heard in accordance with the provisions in the IRL Operational Rules. Each Club shall be responsible for and indemnify the RFL for any costs or fees in relation to seeking clearance for a player it wishes to register or in relation to refusing clearance for a player.

#### **C1:5 GENERAL RULES RELATING TO PLAYERS**

#### **COMMUNITY GAME REWARD**

C1:5:1 The Council shall from time to time agree to pay the Community Game any compensation that may become payable as set out below. The Community Board shall order the distribution of payments within the Community Game. The current levels of these payments are as set out below (any changes shall be notified to the Clubs in writing). League status of a Club shall be the League it is in at the time of the relevant Milestone:

(a) **By Clubs in Super League or by a Championship or League 1 Club that has a Licensed Academy Programme)**

- (i) On first signing a Professional Contract £500 per Player; and
- (ii) On first team debut £500 per Player (including playing substitute); and
- (iii) On completion of ten Super League first team matches £500 per Player (including playing substitute)

(b) **By Clubs in the Championship (that do not have a Licensed Academy Programme):**

- (i) On first signing registration documents £100 per Player

(c) **By Clubs in League 1 (that do not have a Licensed Academy Programme):**

- (i) On first signing registration documents £100 per Player

and each of the stages set out above is referred to below as a "Milestone".

Each Club agrees to make the payments set out above promptly when the Milestone concerned has been reached for a Player. If any Club fails to comply with the above provisions, the Board may place an embargo on any registration of Players for such Club from any source for such period as it thinks fit. In respect of Milestones (a) (i) and (b) (i) and c(i) payments shall be made upon registration of the Player and in respect of Milestones (a) (ii) and (iii) above at the end of each season the RFL will provide each Club with details of any payments which have fallen due during that season and such payments shall be settled promptly.

If compensation is at any time paid in respect of any Player achieving a given Milestone, then no further compensation is due if the said Player is again registered with either the same or another Club in respect of the attainment of the same Milestone. If a change of Club should occur before a Milestone is reached then the assessment of the Milestone concerned shall be made pro rata i.e. where a Player makes three Super League first team appearances at a Super League Club before moving to another Super League Club the first Club shall pay 30% of Milestone (a) (iii) and the second Club shall pay any other further payments which are incurred.

Where a Player initially signs for a League 1 or Championship Club and then later joins a Super League Club Milestones (a) (ii) and (iii) shall still fall due with the Super League Club.

A Player must be registered at his Community Club for more than one season, in order for that Club to qualify for a percentage of the payments set out above.

#### **LOSS OF PLAYER BENEFITS**

C1:5:2 If a Player is suspended by the Disciplinary Committee he shall not be entitled to any benefits under his agreement in lieu of match fees lost.

#### **TESTIMONIALS**

C1:5:3 The Board's permission shall be required before a Player is granted a testimonial and before a testimonial fund is established. In deciding whether to grant permission the Board shall take into account the Player's character and behaviour on and off the field, his service to the Community, his length of service with the Club and the number of first team games the Player has played in including representative matches.

Any testimonial fund shall be closed within 12 months from the start of the testimonial. The testimonial may (unless the Board otherwise directs) start at any time after permission is given by the Board.

Notwithstanding any approval of a testimonial under Operational Rule Section C1:5:3 the RFL's permission shall be required for each testimonial match. Approval may be withheld or may be given subject to such conditions as the RFL thinks fit.

#### **EMPLOYMENT OF PLAYERS IN OTHER CAPACITIES**

C1:5:4 No Club shall employ in any capacity (whether as a Director or Club Official or otherwise howsoever) a Player who is on the register of another Club without that Club's written permission, which permission shall not be unreasonably withheld or delayed.

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**INJURED PLAYERS SEEKING RE-REGISTRATION**

C1:5:5 Where a Player's contract has been validly terminated by a Club on the grounds of Disability (as set out in the RFL's Insurance Scheme) or if he is declared to be permanently disabled by an independent medical practitioner, then he must receive the written consent of his old Club (such to also be provided to the RFL) before he can be placed on the register of another Club and such consent shall not be unreasonably withheld or delayed. In cases of dispute, the Player or the Club must notify the Board who shall refer the matter to the Operational Rules Tribunal. The Operational Rules Tribunal shall convene within 14 days of receipt of such notification and shall conduct their proceedings in accordance with these Operational Rules and such directions as the Board may give from time to time.

**DISPUTES BETWEEN CLUBS AND PLAYERS**

C1:5:6 Whilst the jurisdiction of the court and tribunals are not excluded, all matters of dispute between a professional Player and his Club should ordinarily be submitted (by the Player, Club or the Board) to the Independent Tribunal and any appeal should ordinarily be submitted to the Independent Appeals Tribunal, members of each of which are drawn from the Operational Rules Tribunal. The Independent Tribunal and the Independent Appeals Tribunal shall conduct their proceedings in accordance with the procedures and practices under the Player's contract, the Operational Rules and/or as set by the Board from time to time and shall be entitled to award compensation and costs.

**LOANS TO PLAYERS**

**This section shall be read in conjunction with the Salary Cap Regulations.**

C1:5:7 A Club shall be permitted to loan a Player money, provided that it meets with the following provisions:

- (a) That consent is obtained from the RFL for the loan in advance of the transaction being entered into;
- (b) That the amount of the loan shall not exceed such amount as is reasonable for the Player to repay during the period he is contracted to the Club (with such amount being determined by the RFL acting reasonably) .(NB treatment of the loan from a Salary Cap perspective is set out in the Salary Cap Regulations); and
- (c) That all loans are repayable within the current Contract term of the Player at the Club which loaned him the money.

**PURCHASE OF SHARES**

C1:5:8 A Club or associated party (as set out in the definitions within the Salary Cap Regulations for each Competition) is expressly prohibited from purchasing shares in a Company owned by a Player or by any party connected with the Player that meets any of the definitions set out in the Salary Cap Regulations.

For the avoidance of doubt this situation shall be distinguished from a Player who receives shares as part of any benefits package.

**C1:6 PLAYER DEVELOPMENT PROGRAMME REGISTRATIONS****GENERAL**

- C1:6:1 Where an Academy is run by an entity which is not a Club then all references to 'Club' shall be deemed to be references to the entity that runs the Academy. The Club or Clubs associated with such entity shall be responsible for ensuring that all Operational Rules are complied with (in the case of Academies associated with more than 1 Club on a joint and several basis). In the case of entities running Academies who are not Clubs, the Board shall have discretion to agree appropriate variations to the Operational Rules to appropriately reflect the specific circumstances relating to each such entity.
- C1:6:2 For the avoidance of doubt all rules set out in Section C1:1 apply to Reserve Team, Academy and Scholarship Players.
- C1:6:3 Without limiting C1:6:2, for a Player to be eligible to play in any Reserve Team, Scholarship or Academy Match, all documentation set out in Operational Rules C1:1:14 and C1:1:15 must be submitted by the Club in accordance with Operational Rule C1:2:5. Failure to comply with this Operational Rule will render the relevant Player ineligible for that Match.
- C1:6:4 There are no geographical boundaries for recruitment.
- C1:6:5 A Player who is in Year 11 or below (which for the purposes of this Rule extends until 30 November after the end of his compulsory schooling) may only be registered as a Player with a Club that has a Licensed Academy Programme.
- C1:6:6 Each Club agrees that a Player who is of statutory school age shall not train or play or be selected to play in any Match if, as a result of him training or playing, his commitment to school academic studies is likely to be adversely affected.

#### **TRIALISTS**

- C1:6:7 In addition to the provisions relating to Trialists in Section C1:1, and save as set out in C1:1:20, the following Rules shall apply to Reserve and U18 Academy Trialist Players.
- (a) a trial of a Player may be for up to 3 calendar months (provided that this is a maximum of 8 matches); and
- (b) each club is permitted a maximum of six Reserve and/or Academy Trialists per Season. In exceptional circumstances Clubs can apply for further trialists which shall be determined by the RFL at its absolute discretion.

#### **ACADEMY UNDER 18 REGISTRATIONS**

- C1:6:8 Players must be under the age of 18 as at the 31 August prior to the start of the season to be eligible to play in the Under 18 Academy competition.
- C1:6:9 Players must be registered as Contract (Full or Part Time), Trialist or an Amateur Registered Player.
- C1:6:10 Clubs must comply with the Contract and Registration process set out in C1:6 in relation to the Contracting of Players.
- C1:6:11 Players contracted through the Contract and Registration process set out in C1:6:
- (a) are eligible to play at Under 18 level (or for the first team) in the remainder of the Season in which they are initially contracted from the later of: (i) 1<sup>st</sup> September in that year; or (ii) the date upon which the Term of Employment begins (as defined in the Standard Player Contract); and
- (b) must be Contracted (Full or Part Time).

**SCHOLARSHIP UNDER 16 REGISTRATIONS****GENERAL**

- C1:6:12 All Clubs must comply with the Under 16 Player Policy.
- C1:6:13 Registrations must be completed in accordance with the procedures and timetable as set out in C1:7 below.
- C1:6:14 A Scholarship Player may only play for his professional Club in matches appropriate to his age organised as part of the RFL's Scholarship Programme.
- C1:6:15 No payment shall be made to any Scholarship Player save that a reasonable amount of goodwill may be provided by means of club apparel, training kit, match passes at no cost to the player or his family. No financial payment shall be made to a Player's parents, guardians or representative or other related party or person in relation to the Player's registration with a Club.
- C1:6:16 A Player may withdraw from a Club's Scholarship by written notice to the Club, copy to the RFL, in which case he may not register with another Club save in exceptional circumstances. In order to register with another Club's Scholarship the Player must obtain the written approval of the RFL. In such situation, a Panel of RFL executives shall determine whether the circumstances are exceptional. Where a Player has withdrawn from his Scholarship, he will no longer count against the numbers in C1:6:18 below and the Club will be allowed to replace the Player.

In relation to the above, exceptional circumstances may include:

- (a) A material or serious breach of the RFL Safeguarding Policy of the RFL Safeguarding Policy;
  - (b) Geographical impracticalities such as a family relocation;
  - (c) Such other circumstances as the Panel consider exceptional.
- C1:6:17 Where a Player suffers a long-term injury, or there are other exceptional circumstances, that will prevent him playing in the remainder of the Season's games, the Club may seek dispensation to replace him with another player whilst retaining the registration of the injured Player. For the avoidance of doubt the Club must provide written medical or other evidence and agreement from the Player and his parents-guardians that the Player will not take part in the remainder of the Season's games before seeking his replacement. In these circumstances the Player will not count towards the maximum registrations as set out in C1:6:18 or C1:6:21 below. Should the Player recover from his injury and the Club wish to play him in one of the Season's games, the Club must apply for Dispensation from the RFL Professional Game Delivery Team to do so.

**LICENSED ACADEMY PROGRAMME**

- C1:6:18 Registration is restricted to Players from Academic Year Groups 10 (Under 15) and 11 (Under 16). In the 2024 season, if a Player registers at Under 15 level for one year, the registration will be for the period, 1 August 2024 until 31 July 2025. If the Player registers at Under 15 level for two years the registration will be for the period 1 August 2024 until 31 October 2026. A player signing a one year, Under 16 registration will be registered for the period, 1 August 2024 until 31 October 2025. Subject to Operational Rule C1:6:19:
- (a) all Clubs acknowledge and agree that the maximum registrations across the Under 15 and Under 16 age groups at any one time is 200 registrations per age group across all UK based Academies (unless otherwise determined by the RFL); and
  - (b) each Academy shall be entitled to register the same number of Players per Scholarship age group and the RFL will inform each Club/ Academy of its allocation on an annual basis.

C1:6:19 In addition to the registrations permitted under Operational Rule C1:6:18, Clubs shall be entitled to register as Players any individuals who have not been registered with any Tier 4 – 6 Club in the previous 2 years (“**Talent Transfer Registrations**”). For the avoidance of doubt, clubs registered to Wales Rugby League are not Tier 4-6 Clubs.

A Player identified as Talent Transfer is permitted to join a Community Club after his registration with the Professional Club Scholarship has been authorised (and this shall not impact his status as a Talent Transfer Registration).

A Club may pre-register its interest in an Under 13 (Year 8) Player who it believes meets the definition of Talent Transfer, should that Club become aware of the Player during his Under 14 year. If that Player subsequently joins a Community Club, before joining the Professional Club Scholarship he shall still retain his Talent Transfer status. This shall only apply to the Club which registered such interest, and only if this interest was registered in accordance with the above.

C1:6:20 Providing the Club has not filled all of its registration places, then from 1 September a Player may be registered on a “Temporary Registration” for a maximum period of six weeks. Players registered on Temporary Registrations are not permitted to play in any Matches for the Club and may only train with the Club. Players may only register on a Temporary Registration once in any Academic Year for any particular Club. Clubs may have as many Temporary Registration as they have places available but no Temporary Registrations may be entered into after 1 April.

#### **DEVELOPMENT ACADEMY**

C1:6:21 For the avoidance of doubt, Clubs with Development Academies shall not (in the capacity of a Development Academy) be entitled to register any under 16 Players.

#### **RESERVE TEAM REGISTRATIONS**

C1:6:22 Players must be registered as Contract (Full or Part Time), Trialists or Amateur Registered Players (in accordance with C1:1). For the avoidance of doubt Amateur Registered Players who are eligible for the Under 18s are permitted to play in the Reserve Grade Team.

C1:6:23 A Player registered with a Club may play in the Reserve Grade Team of another Club subject to a Reserve Dual Registration Form (in such form as specified by the RFL from time to time) being signed by both Clubs and the Player and submitted to the RFL in advance of the Match save that, an Amateur Registered Player cannot be Reserve Dual Registered to another Professional Club.

C1:6:24 There is no limit on the number of Reserve Dual Registered Player that may play in any Reserve Grade Team.

#### **C1:7 ACADEMY AND SCHOLARSHIP REGISTRATION PROCEDURE & TIMETABLE**

The RFL operates the processes set out in this Section C1:7 to facilitate the movement and recruitment of Academy and Scholarship players. The purpose is to protect the welfare of young players in the game who have been identified as being talented, and to ensure that their treatment is in line with the RFL Safeguarding Policy. The intention is to operate an open and transparent process with the player being aware of the opportunities available to him.

#### **GENERAL**

C1:7:1 Clubs must treat all Players with integrity and honesty and ensure that any player not being made an offer is informed in an appropriate manner which will, as far as possible, protect the player’s welfare.

C1:7:2 Clubs must comply with the Registration Procedures and Timetables set out in these rules.

C1:7:3 Any breach of rules or allegation of breach will be referred to the Compliance Manager as set out in the Operational Rules and the player's registration with that club may not be sanctioned. The club may also be subject to a fine and/or suspension whilst the investigation takes place and could result in the removal of their Academy Endorsement.

## SCHOLARSHIP

C1:7:4 A Club may not enter into discussions or negotiations (either directly or indirectly) with a Player who is registered with another Club until the dates specified below in the year his current registration expires. For the avoidance of doubt this means that where a Player is on a two-year registration he may not be approached at all in the first year of the registration, save as set out below.

C1:7:5 A Club may not enter into discussions or negotiations (either directly or indirectly) with a Player who it wishes to recruit for the following Academic Year, (this includes current Year 9 (Under 14) Players) until the dates specified below, save as set out in C1:6:20 above.

The following timetable will apply:

1 Clubs may contact the parents/guardians of an **unregistered** player who is currently a Year 9 (Under 14) or Year 10 (Under 15) player and/or may also contact the parents/guardians of a Year 10 (Under 15) player whose current registration with another club expires on 31<sup>st</sup> July (in the case of 2025 ) to discuss the opportunity of a Scholarship place (a Declaration of Registration) with them. All contact must be through the Player's parent/guardian only.

2 On or before **Friday 09<sup>th</sup> May 2025** Clubs shall inform the RFL which of their one year Under 15 Scholars they intend to register for a second year ("**First Offer Window**").

Once a Club has included a Player's name on this list then it is non-revocable and the Player must receive an offer from the Club. For the avoidance of doubt if a Club does not make an offer to an applicable Player by this date it may still make an offer after that date but shall not be entitled to compensation in relation to such Player. Clubs may, if they wish, provide the paperwork to support the extension outlined above, in advance of the 09<sup>th</sup> May, should the Club and Player wish to do so.

3 Clubs will not be permitted to sign any additional Players for the 2025/26 Scholarship year, **after Friday 09<sup>th</sup> May 2025** , **save in exceptional circumstances**. In such situation, a Panel of RFL executives shall determine whether the circumstances are exceptional. If a Club wishes to sign a new Player after this date, the Player must be included in the declaration set out below.

4 **By Monday 2nd June 2025** - Clubs to inform the RFL in writing of the names of the individuals that are to be made a formal offer of a Scholarship position with their Club (Formal Offers List).

5 **By Friday 6<sup>th</sup> June 2025** - The RFL will sanction or reject each Club's Formal Offers List.

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At the same time the RFL will send all Players who receive an offer an Information Letter and Registration Form care of their parent/guardian.

- 6 Clubs are responsible for informing Players who are already registered with their Club whether or not they are being made an offer.
- 7 Clubs may continue to inform the RFL in writing of further names of individuals that they wish to make a formal offer of a Scholarship position to for the 2025/26 season, after the date specified in paragraph 4. If the Player is already the subject of an offer from another Club the offer will not be sanctioned.
- 8 **By Friday 27<sup>th</sup> June 2025** - All registration forms must be returned to the RFL prior to commencement of the Club's Academy Scholarship programme on 1 August 2025 . A Player is not allowed to take part in any Club training until his registration has been acknowledged by the RFL.
- 9 **1<sup>st</sup> August 2025 – start of Scholarship year-** A list of registered Scholarship Players will be provided to Clubs. Any individual not registered may be approached in line with above.
- 10 **From 1<sup>st</sup> September** – Clubs may offer temporary registration to players for a maximum period of six weeks. Clubs may fill any remaining spaces on their programme provided they have not reached the maximum number permitted.

#### ACADEMY - PROFESSIONAL REGISTRATION YEAR 11 (UNDER 16)

- C1:7:6 Clubs are not permitted to enter into professional contracts with any Player until the end of Year 11 (Under 16).

Players should not be invited or requested to attend any form of training session other than those arranged by their Academy Scholarship Club.

- 1 On or before Friday 4<sup>th</sup> July 2025 Clubs shall inform the RFL which of their Under 16 Scholars they intend to offer a contract to and whether such offer meets the requirements set out in Operational Rule C1:3:14 ("**First Offer Window**")

Once a Club has included a Player's name on this list then it is non-revocable and the Player must receive such an offer from the Club (which shall be binding on the Club if accepted by the Player). For the avoidance of doubt if a Club does not make an offer to an applicable Player by this date it may still make an offer after that date but shall not be entitled to compensation in relation to such Player. A list of all players who will fall under the compensation ruling will be circulated on Wednesday 9<sup>th</sup> July 2025 to all Clubs with a Licensed Academy Programme.

All contact must be through the Player's parent/guardian.

- 2 The Window of Opportunity for "Declaring an Interest in Offering of a Contract" ("**DOI**") in a Player who is Scholarship registered with another Club (or who has not registered with any Club in which case the Club must provide the RFL with the relevant information about the Player) opens on Thursday 10<sup>th</sup> July 2025 and closes at close of business on Monday 14<sup>th</sup> July 2025.

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- 3 The RFL will collate all "DOI" and all players that have received a "DOI" from a Club, other than the one they are currently Scholarship registered with, will be sent notification by email of the offer, no later than the Friday 18th July 2025 .  
  
For the avoidance of doubt, Players who have not received a 'DOI' offer or have only received an offer from their current Scholarship registered Club will not be sent an email.
  - 4 Clubs will be informed by email on or before Friday 18<sup>th</sup> July 2025 of any "DOI" offers made by another Club or Clubs for their registered Players.
  - 5 From Friday 18th July 2025 Clubs may speak to any Player that they have "Declared an Interest" in and may also contact Players on their own Scholarship Register. Players approached from other Clubs are not allowed to participate with the Club in any physical activity or training.
  - 6 All contract documents must be submitted to the RFL by close of business on Friday 22<sup>nd</sup> August 2025 . Clubs are responsible for informing Players who are Academy Scholarship registered with their club whether or not they are receiving an offer and this must also be done by Friday 22<sup>nd</sup> August 2025
  - 7 Following completion of the above process the RFL will circulate a list of all Players contracted under the above process. Following circulation of the list, on or before Friday 05<sup>th</sup> September 2025, Clubs are then free to speak to and enter into contracts with any Players who do not appear on this list.

**SECTION C2**

**OBLIGATIONS OF  
PERSONS SUBJECT TO  
THE OPERATIONAL RULES**

**SECTION C2 / OBLIGATIONS OF PERSONS SUBJECT TO  
THE OPERATIONAL RULES**



**SECTION C2: OBLIGATIONS OF PERSONS SUBJECT TO THE OPERATIONAL RULES**

**PERSONS SUBJECT TO THE OPERATIONAL RULES: ACCEPTANCE OF OPERATIONAL RULES**

- C2:1 Each Person Subject to the Operational Rules agrees (and/or is deemed by participation in the Game and/or completion of an RFL Registration Form) to be bound by the Operational Rules, each RFL Policy, the Rules and Regulations of any body of which the RFL is a member (being the IRL and the ERL (F)), the terms of any agreement entered into by the RFL and the Laws of the Game and accept and submit to the jurisdiction of the RFL.
- C2:2 For the avoidance of doubt, this includes an agreement to be bound by the arbitration provisions contained within these Operational Rules and RFL Policies, and all decisions made by any tribunal, panel or body constituted pursuant to these Operational Rules, or RFL Policies (including Sport Resolutions tribunals), shall be final and binding except where stated otherwise.
- C2:3 Each Person Subject to the Operational Rules agrees that they waive irrevocably their right to any form of challenge, claim, complaint, appeal, review or recourse (including in relation to any dispute arising out of or in connection with the validity of any Operational Rule(s) or RFL Policies) to any state court or other judicial authority, subject to any applicable statutory or other rights.
- C2:4 The Laws of the Game and the Operational Rules will be published on the RFL Website. All Persons Subject to the Operational Rules are deemed to have read and accepted the Operational Rules as a condition of their participation in the Game. For the avoidance of doubt, where applicable, all provisions of this Section C2 apply equally to Clubs (which are Persons Subject to the Operational Rules).
- C2:5 Twelve months after a Player is declared a Free Agent under the Operational Rules, he shall no longer be bound by the Operational Rules provided that he has not completed another registration form. In the case of all other Persons Subject to the Operational Rules, twelve months after they cease to hold any role that would make them a Person Subject to the Operational Rules, they shall no longer be bound by the Operational Rules. The foregoing shall not act as a bar to any proceedings in relation to acts or omissions occurring before the date that the relevant individual ceased to be bound by the Operational Rules.
- C2:6 Each Person Subject to the Operational Rules agrees to be bound by and observe all other codes of conduct, regulations, rules and policies published by the RFL from to time including, but not limited to:
- (a) The Anti-Doping Regulations;
  - (b) the Welfare Policy;
  - (c) the Safeguarding Policy;
  - (d) the Adults at Risk Policy;
  - (e) the Betting and Related Activity Code of Conduct;
  - (f) the Respect Policy;
  - (g) the Equity Statement;

- (h) the Social and Non-Prescribed Prescription Drug Policy;
- (i) the Medical Standards;
- (j) the Blood Borne Diseases Regulations;
- (k) the Super League, Championship and League 1 Codes of Conduct;
- (l) the Overseas Travel Code of Conduct;
- (m) the Social Media Code of Conduct; and
- (n) the Match Day Operations Manual.

#### **NO PROVISION OF INFORMATION TO THIRD PARTIES**

- C2:7 No Person subject to the Operational Rules shall provide to any other person any confidential information or any information which is not in the public domain, which that Person obtained in their capacity as an official or employee of a Club or otherwise save in the proper performance of that Person's duties.

#### **ILLEGAL PAYMENTS**

- C2:8 No Person subject to these Operational Rules shall offer or receive a bonus or any form of inducement to, or from, another Club or the Players of any other Club or from any other person whatsoever (including (but not by way of limitation) payments, gifts, payments in kind, free or discounted tickets or any other forms of inducement) whether directly or indirectly and by whatever means to win, lose or draw a Match or to play or not to play in a Match or to alter or influence their decisions in or in relation to a Match.

#### **ANTI-DOPING**

- C2:9 In addition to complying with their obligations under the Anti-Doping Regulations, each Person Subject to the Operational Rules shall at all times comply with any rules, regulations, statutes or any other rules relating to drugs which have the force of law in the country in which the player is resident, either permanently or temporarily, and in particular shall not use, administer, trade, traffic, distribute or sell any substance controlled under the Misuse of Drugs Act 1971 or any substance which is illegal in the country in which the player is resident either permanently or temporarily.

#### **BEHAVIOUR STANDARDS**

- C2:10 In accordance with Operational Rule D1:1(b), no Person Subject to the Operational Rules shall engage in conduct which is prejudicial to the interests of the Game, brings the Game into disrepute or which is improper conduct. In addition, no director of a Club, or other senior personnel, shall act in a manner unbefitting of the position which they hold. The RFL expect such individuals to uphold the standards of the game and to set an example to other participants. By virtue of their position, such individuals will be held to a higher standard of behaviour than other Persons subject to the Operational Rules.
- C2:11 Each Person subject to the Operational Rules shall ensure that they do not engage in any Unacceptable Language and/or Behaviour. The Compliance Manager and the Operational Rules Tribunal shall apply Zero Tolerance when dealing with cases of Unacceptable Language and/or Behaviour.

**CRITICISM OF MATCH OFFICIALS / OPERATIONAL RULES TRIBUNAL AND MATCH REVIEW PANEL MEMBERS**

- C2:12 No Person Subject to these Operational Rules shall make any public statement (written or oral) or cause to be published or post online material or content which contains criticism of the character of a Match Official or criticism of the manner in which a Match Official has officiated at a Match (whether a Match in which the Club or Player has taken part, or of any other game under the control or subject to the jurisdiction of the RFL).
- C2:13 No Person Subject to these Operational Rules shall make any public statement (written or oral) or cause to be published or post online material or content which contains criticism of the character of the Operational Rules Tribunal or Match Review Panel or a member of the Operational Rules Tribunal or Match Review Panel (when acting in that capacity) or criticism of the manner in which the Operational Rules Tribunal or Match Review Panel or a member of the same has heard or decided any disciplinary matter.

**RECOGNITION OF SANCTIONS**

- C2:14 The RFL may recognise the sanctions or suspensions of any other sporting body including, but not limited to, competent RFL member bodies, the ERL(F), IRL, other members of IRL or the Governing Body of any other sport (a "Recognised Sanction"). A Recognised Sanction shall be enforced by the RFL and its Members until that sanction or suspension has been deemed to have been complied with and served or unless an Off Field Operational Rules Tribunal determines the matter and consents to the Recognised Sanction being lifted.

**MANDATORY EDUCATION**

- C2:15 All Players will complete mandatory education courses as set out by the RFL and in accordance with these Operational Rules. Failure to do so by the date stipulated by the RFL for the 2025 Season will result in a mandatory standdown from being eligible to play in any Match being played pursuant to these Operational Rules. Any Player failing to complete such courses will not be available for selection by his Club until such time as the courses are complete and this has been confirmed by the RFL.

*SECTION C3*

*OFFICIALS*

*SECTION C3 | OFFICIALS*



**SECTION C3: OFFICIALS****C3:1 OWNERS' AND DIRECTORS' TEST****PURPOSE AND DEFINITIONS**

C3:1:1 The purpose of the Owners' and Directors' Test Operational Rules is:

- (a) ensuring that individuals who have engaged in conduct which has adversely impacted the Game (or any Club) or whose past behaviour means that in the Board's opinion they are likely to do so, are prohibited from controlling or influencing any Club;
- (b) protecting the long-term health and viability of Clubs; and
- (c) protecting the integrity of the Competitions and the Game.

(the "**Fit and Proper Purpose**")

C3:1:2 The following words shall have the following meanings:

**"Authorised Signatory"** means a person duly authorised by the Club to sign the Declaration on behalf of the Club.

**"Declaration"** means the form as prescribed by the RFL and shown at Schedule 1 to Section C3 to be signed by both the Influential Person (or proposed Influential Person) and an Authorised Signatory (who may not be the same person).

**"Disqualifying Conditions"** means the criteria set out in the Declaration.

**"Individual Voluntary Arrangement"** means an arrangement made under the provisions of Part VIII of the Insolvency Act 1986.

**"Influential Person"** means in respect of any Club, any individual person operating the powers that are usually associated with the powers of a director of a company incorporated under the Companies Act including but not limited to:

- (a) a person registered as a director or secretary of the Club with the Registrar of Companies;
- (b) a person exercising direct or indirect control over a corporate director of the Club;
- (c) a person who has been elected to become a director of the Club at a meeting of the board of directors of the Club or of the members of the Club;
- (d) a shadow director as defined in Section 251 of the Companies Act 2006;
- (e) a person in accordance with whose directions or instructions the persons constituting the management of the Club are accustomed to act;
- (f) any 'chief executive' officer, 'general manager', 'chief operating officer' or any other person undertaking any duties which would objectively be considered to be equivalent to those roles;
- (g) a person who exercises or is able to exercise direct or indirect control over the affairs of the Club. For these purposes of this definition a person shall be regarded as being able to exercise direct or indirect control over the affairs of the Club in particular but without limiting the generality of the preceding

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words if that person owns or is entitled to acquire 25% or more of the share capital of the Club or the voting power in the Club.

There shall be excluded from the definition of Influential Person any legal or professional advisors acting in their legal or professional capacity without any interest (In excess of a 5% shareholding) in the Club.

“**Insolvency Event**” has the meaning given in the Articles of Association of the RFL. For the purposes of paragraphs (f) and (g) of the Declaration, the definition of Insolvency Event in the Articles of Association of the RFL shall be read to apply to all companies and not just companies who are members of the RFL.

“**Registered Offender**” means any person who is required to notify personal information to the police in accordance with Part 2 of the Sexual Offences Act 2003.

“**Relevant Offence**” means any unspent conviction (or where the Rehabilitation of Offenders Act 1975 does not apply for any reason, having a conviction within the period that would have rendered that conviction unspent had the provisions of that Act applied) for any offence (including any attempt to commit the same) that can reasonably be considered to fall within the following categories of offence: (i) an offence involving an act which would reasonably be considered to be dishonest; (ii) corruption; (iii) perverting the course of justice; (iv) any breach of the Companies Act 1985, 1989 or 2006 or any statutory modification or re-enactment thereof; (v) any offence that resulted in a sentence of at least 12 months’ imprisonment (but for the avoidance of doubt not a suspended jail sentence unless that sentence was subsequently activated for a period of at least 12 months for whatever reason); (vi) conspiracy to commit any of the offences set out in (i) to (v); or (vii) a like offence to any of the above offences determined by a competent court having jurisdiction outside of England and Wales. The RFL has the power to alter, add or delete such offences as it determines.

“**Sport Governing Body**” means any ruling body of a sport that is recognised by the International Olympic Committee, UK Sport, Sport England, another of the home country sports councils or any other national or international sporting association, league, association or other competent governing body of any sport, wherever situated.

C3:1:3 The original version of these ‘Fit and Proper’ Regulations came into effect on 1 January 2010. This amended version came into effect on 1 December 2016.

## GENERAL

C3:1:4 Save where any exemption has been granted pursuant to these Operational Rules, any individual who is subject to a Disqualifying Condition may not be or become an Influential Person of a Club.

C3:1:5 Any Club that:

- (a) fails to inform the RFL of the identity of any individual who qualifies as an Influential Person of that Club (in accordance with Operational Rule C3:1:7); or
- (b) has, as an Influential Person, any individual who pursuant to Clause C3:1:4 is not entitled to be an Influential Person (unless the RFL has granted an exemption),

shall be guilty of Off Field Misconduct.

C3:1:6 Any Club or Influential Person that negligently, recklessly or with intent provides to the RFL a Declaration or other information that proves to be false shall be guilty of Off Field Misconduct.

**Reporting Requirements**

- C3:1:7 If at any time it is proposed that an individual become an Influential Person of a Club:
- (a) that Club shall no later than 14 days prior to the date on which it is anticipated that such person shall become an Influential Person (or such shorter time as agreed by the RFL) submit to the RFL a duly completed Declaration in respect of that person;
  - (b) the RFL shall advise the Club of the timeframe in which it expects to finalise its enquiries in respect of that person; and
  - (c) following completion of those enquiries the RFL shall advise the Club whether or not the RFL considers that the person is subject to a Disqualifying Condition.
- C3:1:8 Each Club shall ensure that an individual who it is proposed be an Influential Person does not do anything that brings him/her within the definition of an Influential Person unless and until the Club has received confirmation from the RFL that as far as the RFL is aware that person is not subject to any Disqualifying Condition.
- C3.1.9 Where the RFL determines (whether based on a Declaration or otherwise) that a person who is or wishes to become an Influential Person is subject to a Disqualifying Condition, the League shall notify the person and his Club in writing of that decision. Further:
- (a) Where the relevant individual is an Influential Person when the decision is made, the applicable Club must ensure that: (i) within 28 days of receipt of that notice (or such other period as is specified by the RFL in the notice) the relevant individual resigns as a director or officer of the Club and/or takes such other steps as are necessary in all the circumstances to ensure that he/she no longer comes within the definition of Influential Person; and (ii) thereafter the relevant individual continues not to come within the definition of Influential Person for so long as the Disqualifying Condition subsists; or
  - (b) Where the relevant individual is not an Influential Person when the decision is made, the applicable Club must ensure that neither it nor the Influential Person does anything that brings him within the definition of an Influential Person for so long as the Disqualifying Condition subsists.
- C3:1:10 The RFL may require any Club and/or Influential Person (or person proposing to become an Influential Person) to supply to the RFL such information as the RFL may reasonably require to demonstrate compliance by the Club and/or Influential Person (or proposed Influential Person) with the requirements of this Section C3:1.

**EXEMPTIONS**

- C3:1:11 Any person who is subject to a Disqualifying Condition has the right to ask for an exemption from the prohibition on becoming/remaining an Influential Person at a Club. Any application for an exemption shall set out the grounds for such application. The Board has absolute discretion in granting any such exemption (and shall take into account such factors as it considers appropriate) and may make it subject to such terms and conditions as it considers appropriate. In determining whether to grant such an exemption, and the terms of any such exemption, the Board shall consider the Fit and Proper Purpose.

**APPEALS**

- C3:1:12 Any appeal by a Club or person who is or was proposing to be an Influential Person of a Club against a Board decision that an individual should not be granted an exemption pursuant to Operational Rule C3:1:11 shall be made within 7 days of the Club / individual receiving notification of the Board's decision, which will be deemed to be received 2 working days after being posted by the RFL.
- C3:1:13 The appeal must contain a statement setting out all valid grounds for appeal which are as follows:
- (a) there has been an error of law; or
  - (b) the decision was unreasonable or unsupportable having regard to the evidence presented to the Board.
- C3:1:14 The appeal must provide copies of all documentation upon which the Club / individual intends to rely in support of the appeal. At the same time the Club / individual must lodge with the RFL £5,000 to cover the prospective costs of the appeal.
- C3:1:15 The appeal shall be to a tribunal of three arbitrator(s) (the "Fit and Proper Appeal Panel" (FPAP)) appointed in accordance with the Arbitration Rules of Sport Resolutions (a trading name of The Sports Dispute Resolution Panel Ltd - Company No. 3351039), which rules are deemed to be incorporated by reference to this clause, save as where varied within this policy.
- C3:1:16 The FPAP shall include a chairman, who shall be a solicitor or barrister of at least 5 years post qualification experience, and 2 further side members.
- C3:1:17 The appeal shall be governed by the Arbitration Act 1996 (the "Act") and Sport Resolutions Appeal Arbitration Rules, save as where varied above and below. The decision of the FPAP shall be final and binding on all concerned.
- C3:1:18 The burden of proof of the matters set out in the appeal shall be on the appealing Club / individual and the standard of proof will be the balance of probabilities.
- C3:1:19 The amount of the costs of the FPAP arbitration (i.e. the costs of Sport Resolutions the tribunal members and any experts appointed by the tribunal, shall be determined by the Executive Director of Sports Resolutions in accordance with Sport Resolutions procedures in force at the time.
- C3:1:20 The parties shall bear their own legal and other costs of the appeal process (unless determined otherwise by the FPAP) (such costs in the case of the Club to be deductible from the £5,000 retained by the RFL).
- C3:1:21 The seat of the FPAP arbitration shall be Manchester, England (unless otherwise determined by the FPAP).
- C3:1:22 Procedurally, FPAP arbitrations under this Policy shall incorporate all the provisions of the Act, save that sections 44, 45 and 69 of the Act shall not apply.
- C3:1:23 Substantively, FPAP arbitrations shall be decided in accordance with the law of England and Wales unless otherwise agreed in writing by the parties or unless otherwise directed by the FPAP.

- C3:1:24 Any party to (or involved in) proceedings before the FPAP shall be deemed to have consented to publication by RFL in the media of a decision made by the FPAP whether the same shall, or shall not, reflect on the character or conduct of the parties or their representatives. In this context, any party to (or involved in) proceedings each agrees to waive any rights it may have to bring a claim, of whatever nature, against the following (non-exhaustive) list of parties: the RFL (and any employee or representative of RFL); and/or the Board (or individual directors); and/or Sport Resolutions or any employee or representative of Sport Resolutions.
- C3:1:25 All decisions of the FPAP shall be final and binding on the parties (including any third party Clubs), and the parties agree that they submit to the jurisdiction of Sport Resolutions and the Arbitration Rules of Sport Resolutions, including any variations as provided for in this Minimum Standards Policy, and waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority.
- C3:1:26 Any other dispute or matter or difference related to the 'Fit and Proper' Regulations, which does not fall to be determined by the FPAP appointed in accordance with the Arbitration Rules of Sport Resolutions, and which may arise from the exercise of the Board's powers will be determined pursuant to Section E of the RFL Operational Rules.
- C3:1:27 For the avoidance of doubt, paragraph C3:1:26 shall not operate to provide an appeal against a decision of the FPAP tribunal appointed in accordance with the Arbitration Rules of Sport Resolutions.

### **C3:2 CLUB OFFICIALS AND QUALIFICATIONS**

#### **REGISTER OF CLUB OFFICIALS / SUBMISSION OF INFORMATION**

- C3:2:1 The RFL shall maintain a Register of Club Officials.
- C3:2:2 In relation to each Season, each Club shall submit to the RFL no later than: (a) in the case of Super League and Championship Clubs, 1 December prior to the relevant Season; and (b) in the case of League 1 Clubs, 31 December prior to the relevant Season, such details on its Club Officials as requested by the RFL via LeagueNet unless specified otherwise.
- C3:2:3 Within 7 days of the appointment or removal of any member of coaching, medical or support staff, a Club shall provide written notice to the RFL. For the avoidance of doubt this includes where a current member of coaching, medical or support staff is given a different role to that previously registered.
- C3:2:4 Each Club shall ensure that any individual who is not registered with the RFL as a player, member of coaching, medical or support staff does not appear on a team sheet or take a seat on the bench or take part in any Club training or conditioning programme or enter the dressing rooms at a Ground during or immediately before or after a Match.

#### **OPERATIONAL RULES**

- C3:2:5 Each Club shall ensure that each Club Official bound by the Operational Rules by virtue of their position is aware of and understands his/her obligations under the Operational Rules.
- C3:2:6 Each Club shall ensure that it has contracts of employment with each of its employees and that such contracts of employment include an obligation on the employee to comply with the Operational Rules.

**QUALIFICATIONS**

- C3:2:7 Each Club shall ensure that each of its coaching, medical and support staff have the appropriate up to date qualifications as notified by the RFL from time to time and shall only register the same. Where a member of staff is working towards a qualification then the Club may seek dispensation from the Board for that person to continue working. Such dispensation is at the Board's absolute discretion. Furthermore, where such staff member either fails to have the relevant qualification or suitable dispensation by 31 January in that Season, then the RFL reserves the right to require the Club to stand that person down from their role with immediate effect.
- C3:2:8 Each Club shall ensure that an enhanced DBS check is undertaken through the RFL DBS Umbrella Organisation for all relevant persons at its Club. Relevant persons shall mean all those who undertake "Regulated Activity" or those posts for which the RFL requires a DBS check from time to time.

**BOARD ENTITLED TO REFUSE OR CANCEL REGISTRATIONS**

- C3:2:9 The purpose of this Operational Rule C3:2:9 is to ensure that appropriate, qualified, competent staff are employed by professional clubs so as to protect the health and safety of players, the integrity of the competitions and prevent the Game being brought into disrepute.
- C3:2:10 The Board shall be entitled to refuse or terminate the registration of any Club Official (or impose such terms on any such registration as it sees fit) if it reasonably believes that to accept the registration or allow the registration to continue would:
- (a) bring the Game into disrepute or adversely affect the integrity of any competition; or
  - (b) allow a person to be registered who is under a relevant suspension or ban by the RFL or any other Sport Governing Body or who is subject to a period of ineligibility imposed by UK Anti-Doping (or any other Anti-Doping Organisation); or
  - (c) allow a person to work in a role without the appropriate qualifications or other requirements for that role as set out by the RFL from time to time; or
  - (d) allow a person to work in a role without the appropriate immigration clearance; or
  - (e) allow a person to work in a role where they may pose a danger to children.

Prior to reaching its decision the Board will allow the person concerned to make written representations as to why their registration should be accepted and such representations will be considered in reaching the decision.

**DISPUTES BETWEEN CLUBS AND COACHES**

- C3:2:11 Whilst the jurisdiction of the court and tribunals are not excluded, in matters of dispute between a registered coach and his Club or former Club where the employment is subject to either an RFL standard coaching contract or RFL standard players contract then subject to the dispute being submitted during the period of employment or within three months of the termination of the employment (save for exceptional circumstances where the Chair will determine) the dispute should ordinarily be submitted (by the Coach, Club or the Board) to the Independent Employment Tribunal and any subsequent appeal should ordinarily be submitted to the Independent Employment Appeals Tribunal, members of each of which are drawn from the Operational Rules Tribunal. The

Independent Employment Tribunal and the Independent Employment Appeals Tribunal shall conduct their proceedings in accordance with the procedures set out in the Independent Employment Tribunal Procedures.

**Schedule One  
Declaration**

***To be completed in relation by any individual wishing to become an Influential Person (as defined in the Owners' and Directors' Tests Regulations) of a Club.***

Any individuals completing this form should read the Owners' and Directors' Tests Regulations before doing so.

Full name .....

Home address .....

.....

Date of Birth.....

Date of Completion of this Declaration.....

Relevant Club.....

Date became Influential Person of Relevant Club.....

I can confirm that:

- (a) I am not subject to a disqualification order as a director of a UK registered company under the Directors Disqualification Act 1986 (as amended) or the terms of an undertaking given to the Secretary of State under that Act or any like sanction pursuant to similar provisions in any other jurisdiction;
- (b) I have not been convicted of any Relevant Offence or where I have this conviction is now considered spent under the Rehabilitation of Offenders Act 1974 and I am not a Registered Offender;
- (c) I am not banned or suspended by the RFL or any other Sport Governing Body from involvement in the administration of that sport and I have not been issued with a period of ineligibility by UK Anti-Doping (or any other Anti-Doping Organisation) as a result of being found to have committed an Anti-Doping Rule Violation;
- (d) I am not subject to any form of disqualification or striking off by a professional body including the Law Society, Bar Council or the Institute of Chartered Accountants or equivalent bodies in any jurisdiction;
- (e) I am not an Influential Person of any other Club;
- (f) I have not been an Influential Person of a Club that has entered into an Insolvency Event whilst I have been an Influential Person of that Club (or within the 12 months immediately following my ceasing to be an Influential Person of that Club) in the 10 years preceding the date of the completion of this Declaration;
- (g) I have not been an Influential Person of 2 or more companies that have entered into an Insolvency Event whilst I have been an Influential Person of those companies in the 10 years preceding the date of the completion of this Declaration;
- (h) I am not and have not, in the last 5 years, been subject to: (i) an Individual Voluntary Arrangement (in accordance with the provisions of Part VIII of the Insolvency Act); (ii) a Bankruptcy Order; (iii) an Interim Bankruptcy Restriction Order or a Bankruptcy Restriction Order (under the provisions of Schedule 4A of the Insolvency Act 1986); (iv) a debt relief order (in accordance with Part 7A of the Insolvency Act); (v) an administration order (in accordance with Part 6 of the County Courts Act 1984); (vi) an enforcement restriction order (in accordance with Part 6A of the County Courts Act 1984); or (vii) a debt management scheme or debt repayment plan (in accordance with Chapter 4 of the

Part 5 of the Tribunals, Courts and Enforcement Act 2007); or (viii) any arrangement or order in any other jurisdiction that has a substantially similar effect;

- (i) I have not been an Influential Person of an RFL Member Club or other Rugby League club that has been expelled from membership of the RFL or from participation in any Competition whilst I was an Influential Person at that Member Club or other club (or within the 12 months immediately following my ceasing to be an Influential Person of that Club) in the 10 years preceding the date of the completion of this Declaration.

I, the Influential Person, confirm that I have read the Owners' and Directors' Tests Regulations and consent to the RFL holding and processing the above personal data and sensitive data for the purposes of assessing my compliance with the Owners' and Directors' Test Regulations.

I certify that the above information is correct and I acknowledge and agree that the RFL shall be entitled to undertake such checks as may be necessary to verify the information contained within this Declaration. I acknowledge that if I provide a false declaration I am liable to such penalties as determined by the RFL. I also acknowledge that having submitted this Declaration, in the event that I become unable to satisfy any of the conditions above, I must notify the RFL immediately and I will be unable to act as an Influential Person of a Club from this time.

Signed.....

Name.....

Date.....

**To be completed by an Authorised Signatory on behalf of the Club**

I hereby confirm on behalf of .....(insert name of Club) that the above information is correct.

Signed.....

Name.....

Date.....

Note – Any Change of Control of a Member requires the approval of the RFL Board. Change of Control means where there is any change in the person who controls a Member and 'control' has the meaning given to it in Section 416 of the Income and Corporation Taxes Act 1988. Submission and acceptance of any Owner and Director Form shall not be deemed to be approval of any Change of Control.

**SECTION C4**

**MATCH OFFICIALS**

**SECTION C4 | MATCH OFFICIALS**



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**SECTION C4 – MATCH OFFICIALS**

**HEAD OF MATCH OFFICIALS**

- C4:1 The Board shall have power from time to time to appoint a Head of Match Officials who shall report to it on the performance of any of the Match Officials referred to below.

**LIST OF MATCH OFFICIALS**

- C4:2 Prior to the commencement of each Season, the Head of Match Officials shall compile a List of Match Officials who are qualified to officiate in each of the Competitions under the control of the RFL. In addition, the Board shall determine the fees, travelling expenses and subsistence allowances for each of the said Match Officials and the Head of Match Officials shall appoint such Match Officials to officiate at any of the Matches which are under the control of the RFL.
- C4:3 The name of any Match Official who in the opinion of the Head of Match Officials shall not be giving satisfactory service may be suspended from the List from time to time.
- C4:4 The Head of Match Officials shall be entitled to issue a Match Officials Code of Conduct and guidelines to Match Officials from time to time regarding their behaviour standards, performance in Matches and/or their interpretation of the Laws of the Game and all Match Officials agree to be bound by any such Code of Conduct. Where there is any conflict between such Code of Conduct and any RFL staff policies and/or procedures, the terms of the staff policies and/or procedures shall prevail.

**MATCH OFFICIALS BOUND BY OPERATIONAL RULES**

- C4:5 All Match Officials and anyone registered on the List of Match Officials shall be bound by the Operational Rules and agree to officiate at Matches in accordance with the Laws of the Game. To be removed from the List of Match Officials and to be no longer bound by the Operational Rules a Match Official must provide written notice of their desire to be removed from the List of Match Officials. Such de-registration will take effect 12 months from the date the Notice is received by the RFL, and the Match Official agrees to be bound by the Operational Rules until that date. In the event that a Match Official is suspended from the List of Match Officials in accordance with Clause C4:3 and is not reinstated by the Head of Match Officials, the Match Official shall be removed from the List of Match Officials 12 months from the date of suspension and the Match Official agrees to be bound by the Operational Rules until that date.
- C4:6 A Match Official shall retire if he can no longer prove to the satisfaction of the Head of Match Officials that they can continue to officiate to an acceptable standard and achieve an acceptable standard of physical and mental fitness or if the RFL can no longer obtain appropriate insurance cover for the Match Official. In order to establish his suitability to remain a Match Official, the Match Official will take such fitness and/or written tests as the Head of Match Officials may require both prior to and/or during any Season.
- C4:7 In any event, all Match Officials shall be examined as to their suitability and fitness to officiate in accordance with such standards as the Head of Match Officials may set out from time to time.

**SPONSORSHIP**

- C4:8 The Clubs agree that RL Commercial shall have the exclusive right and power to enter into all forms of sponsorship, advertising and other commercial contracts relating to Match Officials (in particular, those relating to their kit, flags and other equipment) subject to the Board ensuring that such sponsorships, advertising and other contracts do not conflict with any existing commercial agreements entered into by RL Commercial.

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**REPORTS & FORMS**

- C4:9 The referee and/or touch judge for each Match shall ensure that after each Match, all relevant forms and completed reports are made and sent to the RFL in accordance with all relevant Operational Rules and directions given by the Head of Match Officials and in the format required from time to time. It is the responsibility of each Match Official to ensure that all forms and reports are correct and submitted by no later than 9am on the next working day after a Match. Failure to do so shall amount to Off Field Misconduct. Dismissal reports must be sent as instructed by the RFL from time to time.

**ILLEGAL PAYMENTS**

- C4:10 It shall be the duty of each Match Official to ensure that he/she does not receive any form of illegal payment, gift or any other form of inducement.

**APPOINTMENTS**

- C4:11 If a Match Official is unable to accept an appointment, he/she shall notify the RFL immediately in the format required from time to time.

**REFEREES' INTERESTS**

- C4:12 A Match Official shall inform the Head of Match Officials immediately and in writing of any personal and/or commercial interest or connection he/she has or obtains with any Club Official or player or if he/she has any Relevant Association with a Club. In addition, but without prejudice to the generality of the foregoing, the Match Official shall provide such details as the Head of Match Officials may require from time to time including the nature of such interest or connection.

**PRESS COMMENT**

- C4:13 No Match Official shall be entitled to make any comment or statement in or give any interview to the media (of whatever description) in relation to any Match incident or interpretation of the Laws of the Game, unless expressly authorised to do so in writing by the Head of Match Officials.

**MATCH COMMISSIONERS**

- C4:14 The RFL shall appoint a list of Match Commissioners from time to time who shall be appointed to games to be the RFL's official representative at those games at which they are appointed. The role of the Match Commissioner shall be as specified by the RFL from time to time.

**MINOR MISCONDUCT**

- C4:15 The Head of Match Officials shall be entitled, as regards any misconduct which he reasonably considers to be minor (subject, where appropriate, to such being agreed with the Compliance Manager), to investigate and determine the matter in place of the Compliance Manager and/or the Operational Rules Tribunal. The Head of Match Officials shall to the extent relevant follow the procedures set out for investigation and determination of such matters as set out in Section D1. The Head of Match Officials shall not investigate or determine any matter which the Compliance Manager is already investigating and vice versa.

**SECTION C5**

# **AGENTS' RULES**

**SECTION C5 | AGENTS' RULES**



**SECTION C5: AGENTS' RULES****Introduction and Interpretation**

These Rules are binding on all Persons Subject to the Operational Rules including Licensed Agents and Registered Agents (together referred to as Authorised Agents).

Any breach of these Rules resulting in a charge for Off Field Misconduct shall be dealt with in accordance with Section D1 of the Operational Rules and, in relation to any breach by any Authorised Agent, could lead to any of the applicable sanction set out in Section D1 or having their licence suspended or withdrawn. All other decisions by the RFL shall be made by or under the authority of the Board and shall be made at their absolute discretion.

In dealing with any issue under these Rules, the RFL shall have regard to the reality and substance of any dealings or arrangements and not just their form.

Definitions are as set out in the Definitions Section of the Operational Rules and Appendix I below.

**A. GENERAL**

- C5:1 Persons Subject to the Operational Rules must not at any time use the services of, or seek to use the services of, pay, or seek to pay or have any dealings whatsoever with, either directly or indirectly, any Unauthorised Agent in relation to any Agency Activity.
- C5:2 Persons Subject to the Operational Rules may retain only the services of an Authorised Agent in relation to any Agency Activity, or represent themselves.
- C5:3 Persons Subject to the Operational Rules must take all reasonable steps to satisfy themselves that any person carrying out or seeking to carry out any Agency Activity, whether directly or indirectly, is an Authorised Agent and is entitled to act under a valid Representation Agreement.

**B. REPRESENTATION AGREEMENTS****FORM AND OBLIGATORY TERMS**

- C5:4 An Authorised Agent and a Club, Player or Team Official must have entered into a validly executed written Representation Agreement prior to that Authorised Agent carrying out any Agency Activity on his or its behalf.
- C5:5 The Representation Agreement must contain the entire agreement between the parties in relation to the Agency Activity, and shall, at a minimum, contain all Obligatory Terms.
- C5:6 The requirement for a Representation Agreement shall not apply in the case of a Registered Close Relation where no payment is to be made by or on behalf of the Player or Team Official to any person (a "Free RCR"). In the case of a Free RCR, a declaration (a "Free RCR Declaration") must be validly executed in such form as the RFL may stipulate from time to time.

**SUBMISSION TO THE RFL**

- C5:7 The Authorised Agent must ensure that either:
- (i) their standard Representation Agreement is lodged with the RFL and any amendments to that Agreement are lodged with the RFL within 7 days of making such amendment. In which case the Authorised Agent must ensure that a summary sheet including the details of the duration of each Agreement and the remuneration terms of the Agreement and any supplementary clauses additional to the Authorised Agents' standard Representation

Agreement is lodged with the RFL within 7 days of being executed, such summary sheet to be signed by both the Authorised Agent and the Club, Player or Team Official; or

- (ii) the full Representation Agreement with any Club, Player or Team Official is lodged with the RFL within 7 days of being executed; or
- (iii) in the case of a RCR the "Free RCR Declaration" is lodged with the RFL within 7 days of being executed.

C5:8 An Authorised Agent and the Club, Player or Team Official must inform the RFL in writing of any early termination, novation, variation or other event that affects the validity or status of a Representation Agreement to which they are a party (save for the natural expiry of the contract), within 7 days of such event.

#### **LENGTH OF AGREEMENT**

C5:9 Subject to C5:10, a Representation Agreement shall be limited to a maximum period of two years.

C5:10 A Representation Agreement with any Player under the age of 18 at the time of execution shall be limited to a maximum period of one year and shall be subject to rule C5:38.

#### **C. DUAL REPRESENTATION & CONFLICTS OF INTEREST**

##### **REQUIREMENT TO ACT FOR ONLY CLUBS OR OTHER PERSONS SUBJECT TO THE OPERATIONAL RULES ON THE SAME TRANSACTION**

C5:11 (a) An Authorised Agent shall not act for: (i) a Player or Team Official; and (ii) a Club, in relation to the same Transaction or Contract Negotiation.

- (b) Without limiting the generality of (a) an Agent shall not act for: (i) a Club in relation to a Transaction or Contract Negotiation where it has a valid Representation Agreement with the applicable Player or Team Official; or (ii) a Player in relation to a Transaction or Contract Negotiation where it has a valid Representation Agreement with any Club involved in the Transaction.

C5:12 A Person Subject to the Operational Rules or Authorised Agent must not so arrange matters as to conceal or misrepresent the identity of the party in whose interests the Authorised Agent actually acts.

C5:13 Where an Organisation has more than one Authorised Agent, all such Authorised Agents must act on behalf of either (a) the Club; or (b) the Player or Team Official in relation to any Transaction or Contract Negotiation.

#### **DISCLOSURE OF CONFLICTS**

C5:14 Authorised Agents, Clubs, Players and Team Officials must disclose in writing any actual or potential conflict of interest in relation to their involvement in a Transaction or Contract Negotiation and obtain the express written consent of all parties involved in the matter, in order for the Transaction or Contract Negotiation to continue. The Authorised Agent, Club, Player or Team Official must ensure that any such conflict of interest is declared in full as soon as possible to the RFL.

#### **COMMERCIAL RIGHTS**

C5:15 A Club must not use the services of an Authorised Agent, in relation to a Player or Team Official if that Authorised Agent (or his Organisation or a Connected Agent), has, either directly or indirectly, any interest in the Commercial Rights of that Player or Team Official.

Such interest shall include beneficial ownership of the Commercial Rights of the Player or Team Official and/or any contractual or customary arrangement which involves the representation of the Player's or Team Official's Commercial Rights.

**D. ORGANISATIONS WITH MORE THAN ONE AGENT**

C5:16 Any Authorised Agent shall use their best endeavours to ensure that an Organisation with which they are employed or retained shall comply with the requirements of the Operational Rules and these Rules in relation to Agency Activity carried out by that Authorised Agent.

**E. DUTY TO UPHOLD THESE RULES**

C5:17 Each Person Subject to the Operational Rules is responsible for ensuring that they do not permit any breach of, or conduct in contravention of, the requirements of these Rules.

C5:18 Additionally, a Club shall comply, and use reasonable endeavours to ensure, that its Club Officials and Players comply with the requirements of these Rules.

**F. REQUIREMENT TO INFORM THE RFL OF THE IDENTITY AND ROLE OF AN AGENT, AND DETAILS OF REMUNERATION**

C5:19 An Authorised Agent, Club, Player and Team Official must ensure that the name, signature and licence or registration number of each and every Authorised Agent carrying out any Agency Activity in relation to a Transaction or Contract Negotiation (whether directly or indirectly) is shown on all relevant contracts and documents as is required by the RFL from time to time.

C5:20 If a Player, Team Official or Club has not used the services of an Agent at any time in a Transaction or Contract Negotiation, this fact must be stated in all relevant documents in respect of such Transaction or Contract Negotiation.

**G. REMUNERATION**

C5:21 An Authorised Agent may only be remunerated by the party for whom they are acting. Payment must be made pursuant to the terms of the Representation Agreement between the parties.

C5:22 An Authorised Agent must not make, or seek to make, any payments of any kind, either directly or indirectly, to any Club, Team Official or Player as a result of a Transaction or Contract Negotiation.

**DEDUCTIONS FROM SALARY / BENEFIT IN KIND**

C5:23 A Club must not remunerate or make any payment (including any payment in respect of the Commercial Rights relating to a Player or Team Official), to an Authorised Agent acting for a Player or Team Official in a Transaction or Contract Negotiation with the Club, other than: (a) by way of a genuine deduction in periodic instalments from the net salary payable to the Player/Team Official so that the sums are paid to the Authorised Agent on the Player / Team Official's behalf in discharge of his obligation to his Authorised Agent; or (b) if such payments are accounted for as a benefit in kind and accounted for in the relevant Player's/Team Official's P11d. Such deductions/payments may only be made with the Player or Team Official's prior written consent.

C5:24 An Authorised Agent must not negotiate, seek or receive any remuneration or payment prohibited under Rule C5:23 from a Club.

**PAYMENTS AFTER EXPIRY OF REPRESENTATION AGREEMENT**

- C5:25 Where an Authorised Agent and a Player or Team Official agree periodic instalments and the Player or Team Official's employment contract lasts longer than the Representation Agreement, the parties shall also agree in the Representation Agreement that the Authorised Agent is entitled to the agreed instalments after expiry of the Representation Agreement, until the Player or Team Official's employment contract expires or, if earlier, until the Player or Team Official signs a new employment contract without the involvement of that Authorised Agent.

**REMUNERATION OF AN AGENT ACTING FOR A CLUB**

- C5:26 All payments of whatever nature made to any person in relation to Agency Activity for or on behalf of a Club, must be made by the Club and must be fully recorded in the accounting records of the Club (save that an Authorised Agent acting for a Club may pay a person with whom they have assigned or sub-contracted any Agency Activity duties in accordance with these Rules).

**DISCLOSURE TO THE RFL OF ALL REMUNERATION TO AUTHORISED AGENTS****Disclosure By Agents**

- C5:27 An Authorised Agent must, on or before the end of January in each year, provide an itemised statement to every Person that they represent (or have represented during the period), with a copy to the RFL, covering the period 1 December to 30 November in the previous year which sets out any and all payments charged by the Authorised Agent to that Person during that period and who has paid such payments.

**Disclosure by Clubs**

- C5:28 Each Club must, on or before the end of January in each year provide an itemised statement (in the form prescribed by the RFL from time to time) to the RFL covering the period 1 December to 30 November in the previous year which sets out any and all payments paid to Authorised Agents.

**H. AUTHORISED AGENTS****OBLIGATIONS**

- C5:29 An Authorised Agent shall not carry out any Agency Activity except as provided for by these Rules.
- C5:30 An Authorised Agent shall be subject to and comply in all respects with the requirements of these Rules and the Operational Rules.
- C5:31 Authorised Agents shall serve and protect the best interests of their client at all times, which shall include but not be limited to notifying the client of all material facts in relation to any Transaction or Contract Negotiation.
- C5:32 Authorised Agents shall not hold themselves out as representing any person in relation to whom they do not have a Representation Agreement.
- C5:33 All Authorised Agents shall be required to pass an examination in accordance with paragraph 2 of Appendix II before being entitled to carry out any Agency Activity. The RFL shall not be required to hold examinations more than twice a year at times determined at the RFL's discretion.
- C5:34 All Authorised Agents shall be required to complete any registration, CPD or process as directed by the RFL. All Agents shall be required pay an annual fee to the RFL and shall be required to attend mandatory training (save in exceptional circumstances in relation to the mandatory training only) as determined by the RFL from time to time in order to

be able to carry out Agency Activity. Any such annual fee shall be of such quantum and shall be payable on such terms as is specified by the RFL from time to time.

### **SUB CONTRACTING / ASSIGNING**

- C5:35 Where an Authorised Agent assigns or subcontracts any Agency Activity duties or services or responsibilities, the Authorised Agent must (a) obtain the prior written consent of their client; (b) record the terms upon which those obligations are assigned or subcontracted in a single document; and (c) complete and lodge such document in the same way as for a Representation Agreement under Rule C5:7.
- C5:36 An Authorised Agent is prohibited from assigning or subcontracting any Agency Activity to an Unauthorised Agent.

### **REPRESENTATION AGREEMENTS / MARKETING SERVICES**

- C5:37 An Authorised Agent shall not, and shall not attempt to, either directly or indirectly:
- a) approach, or enter in a Representation Agreement with, a Player, Team Official or Club under an exclusive Representation Agreement with another Authorised Agent with a view to negotiating a Representation Agreement with that Player, Team Official or Club unless:
    - (i) the Authorised Agent who is the other party to the exclusive Representation Agreement has provided express written permission; or
    - (ii) the Representation Agreement between the Player, Team Official or Club and the other Authorised Agent has less than one month until expiry of its term.

If an Agent has any doubt as to whether a Player is represented by another Agent, they should contact the RFL who will verify whether this is the case, before the Agent proceeds to approach or enter into a Representation Agreement with the Player.

- b) induce a Player, Team Official or Club to breach his or its Representation Agreement with another Authorised Agent or his or its contract with another Player, Team Official or Club.

Authorised Agents may however publicise their services generally.

- C5:38 An Authorised Agent shall not enter into a Representation Agreement with:
- a) any Player before they enter into school 'Year 11'; or
  - b) a Player under the age of eighteen years of age unless it is countersigned by the Player's parent or legal guardian with parental responsibility.

### **ABILITY TO CARRY OUT TRANSACTIONS**

- C5:39 An Authorised Agent shall not enter into negotiations, make any approach, take any steps, solicit or in any way facilitate discussions between parties with a view to a Transaction or actually effect or become involved in any capacity in a Transaction (whether the same constitutes acting in the capacity of an Authorised Agent), unless:

- a) the Player or Team Official's current Club has provided express written permission to the other Club, or other sporting club if the Transaction is not with another Club, to do so; or
- b) the Player, Team Official or Club on behalf of whom the Authorised Agent is acting, is entitled to do so under the Operational Rules.

**PROHIBITION ON INTERESTS IN CLUBS / PLAYERS / GOVERNING BODIES**

C5:40 An Authorised Agent (or an Authorised Agent's Organisation) shall not have an interest in a Club. Such interest shall be defined as:

- a) beneficial ownership of more than 5% of any entity, firm or company through which the activities of the Club are conducted; and/or
- b) being in a position or having any association that may enable the exercise of a material financial, commercial, administrative, managerial or any other influence over the affairs of the Club whether directly or indirectly and whether formally or informally.

Where an Authorised Agent is carrying out any Agency Activity for or on behalf of any party in relation to a Transaction or Contract Negotiation involving that Club, an interest for the purposes of this clause includes an interest of:

- i) a Related Party of the Authorised Agent; and/or
- ii) a company in which any legal or beneficial interest or any proportion or share is held by the Authorised Agent or any Related Party of the Authorised Agent (save for a holding of less than 5%); and/or
- iii) a company over whose affairs financial, commercial, administrative, managerial or any other control or influence can be exercised by the Authorised Agent or any Related Party of the Authorised Agent.

In each case, save where the Agent is acting for that Club.

C5:41 An Authorised Agent, or an Authorised Agent's Organisation, must not have, either directly or indirectly, any interest of any nature whatsoever in relation to a Registration Right, whether actual or potential, vested or contingent. This includes, but is not limited to, owning any interest in any transfer fee or future sale value of a Player.

C5:42 A Team Official or employee, or any person in an official position with the RFL, IRL, any Federation or any organisation connected with these institutions, cannot be an Authorised Agent.

**UNAUTHORISED AGENTS**

C5:43 An Authorised Agent must not carry out any Agency Activity in the place of, or on behalf of, or as agent or representative of, any Unauthorised Agent.

C5:44 An Authorised Agent, or an Authorised Agent's Organisation, must not pass, either directly or indirectly, any remuneration of any nature in relation to Agency Activity to any Unauthorised Agent or any other person, regardless of which party carries out the Agency Activity, save as otherwise permitted under these operational rules. This does not affect the ability of an Organisation to pay its unlicensed employees or staff pursuant to their employment or other contracts or any other parties for purposes unrelated to any Agency Activity.

**DISCIPLINARY ACTION**

C5:45 Any Authorised Agent who has had their Licence or Registration suspended or withdrawn may, on the occasion of any application for the grant of any Licence or

Registration or the lifting of any suspension in respect of the Licence or Registration, be obliged, at the discretion of the RFL, to reapply for the Licence or Registration.

C5:46 An Authorised Agent shall not act for any party in relation to any Transaction or Contract Negotiation which is contrary to the Operational Rules (including the Salary Cap Regulations) and shall notify the RFL as soon as reasonably practicable of any such proposed Transaction or Contract Negotiation.

C5:47 If an Agent is found to have knowingly been involved in any Transaction or Contract Negotiation which breaches the Salary Cap Regulations (or otherwise colluded with a Club or Player to breach the Salary Cap Regulations) then they shall be in breach of these Rules and the usual sanction shall be the revocation of his Licence. A less serious sanction may be imposed if the Agent has provided Substantial Assistance (as defined below) to the RFL that results in the RFL discovering or establishing a breach of the Salary Cap Regulations by another Person Subject to the Operational Rules. The extent to which the sanction is reduced shall be based on the seriousness of the conduct of the Agent and the significance of the Substantial Assistance provided by the Agent.

For the purpose of this Rule an Agent providing Substantial Assistance means (i) fully disclosing in a signed written statement all information that he possesses in relation to the Salary Cap Regulations violation(s); and (ii) fully cooperating with the investigation and adjudication of any case related to that information including (for example) by testifying at a hearing if requested to do so by the Compliance Manager or the Operational Rules Tribunal. Further the information provided must be credible and must comprise an important part of any case that is initiated or, if no case is initiated, must have provided a sufficient basis upon which such a case could have been brought.

C5:48 For the avoidance of doubt, an Authorised Agent is subject to disciplinary action for any breach of these Rules or the Operational Rules and if found to have breached these Rules or the Operational Rules may be fined or have their licence suspended or revoked.

## I. PLAYERS AND TEAM OFFICIALS

### OBLIGATIONS

C5:49 A Player or Team Official must not at any time use the services, either directly or indirectly, of an Unauthorised Agent in relation to any Agency Activity. A Player or Team Official must not directly or indirectly make any payments to any Unauthorised Agent in respect of any Agency Activity.

C5:50 A Player or Team Official must ensure that the exclusivity of any Representation Agreement entered into with an Authorised Agent is respected provided that nothing in this Clause shall prevent a player representing themselves.

### PROHIBITION ON INTERESTS IN AGENTS

C5:51 A Player or Team Official shall not have any interest in the business or affairs of an Authorised Agent or any Organisation through which an Authorised Agent conducts business. An interest for the purposes of this Regulation includes:

- a) beneficial ownership of (or beneficial ownership of any share of) any entity, firm or company through which such activities are conducted by the Authorised Agent; and/or
- b) being in a position, or having any association, that may enable the exercise of a material financial, commercial, administrative, managerial or any other influence over the affairs of the Authorised Agent's business, whether directly or indirectly and whether formally or informally.

Where an Authorised Agent is carrying out any Agency Activity for or on behalf of any Club in relation to a Transaction or Contract Negotiation involving that Player or Team Official an interest for the purposes of this clause includes an interest of:

- i) a Related Party of the Player or Team Official; and/or
- ii) a company in which any legal or beneficial interest or any proportion or share is held by the Player or Team Official or any Related Party of the Player or Team Official; and/or
- iii) a company over whose affairs financial, commercial, administrative, managerial or any other control or influence can be exercised by the Player or Team Official or any Related Party of the Player or Team Official.

## J. CLUBS

### OBLIGATIONS

- C5:52 A Club must not at any time use the services, either directly or indirectly, of an Unauthorised Agent in relation to any Agency Activity. A Club must not directly or indirectly make any payments to any Unauthorised Agent in respect of any Agency Activity.
- C5:53 Clubs that wish to engage in any Transaction or Contract Negotiation may only deal with (a) the Player or Team Official themselves; (b) the other Club; or (c) an Authorised Agent acting on behalf of the Player or Team Official or the other Club.
- C5:54 A Club is under an obligation to ensure that the exclusivity of any contract entered into with an Authorised Agent is respected provided that nothing in this Clause shall prevent a Player, Team Official or Club representing themselves or itself.
- C5:55 A Club shall not, and shall not attempt to, either directly or indirectly, induce or coerce a Player or Team Official to breach the terms of their Representation Agreement with their Authorised Agent nor place undue pressure on a Player or Team Official to not use the services of any Authorised Agent.

### PROHIBITION ON INTERESTS IN AGENTS

- C5:56 A Club or Team Official must not have any interest in the business or affairs of an Authorised Agent or any Organisation through which an Authorised Agent conducts business. An interest for the purposes of this clause includes:
- a) beneficial ownership of (or any share of beneficial ownership of) any entity, firm or company through which such activities are conducted by the Authorised Agent; and/or
  - b) being in a position, or having an association, that may enable the exercise of a material financial, commercial, administrative, managerial or any other influence over the affairs of the Authorised Agent's business, whether directly or indirectly and whether formally or informally.

Where an Authorised Agent is carrying out any Agency Activity for any party in relation to a Transaction or Contract Negotiation involving that Club, an interest for the purposes of this clause includes an interest of:

- i) a Related Party of the Team Official; and/or
- ii) a company in which any legal or beneficial interest or any proportion or share is held by the Club or Team Official or any Related Party of a Team Official; and/or

- 
- iii) a company over whose affairs financial, commercial, administrative, managerial or any other control or influence can be exercised by the Club, the Team Official or any Related Party of the Team Official,

save where the Authorised Agent is acting for the Club.

**K. MISCELLANEOUS**

**DATABASE AND DISCLOSURE**

- C5:57 The RFL shall publish the name, contact details, status and any licence or registration number of every Authorised Agent.
- C5:58 The RFL may publish any decision made in accordance with these Rules, including the name and any other relevant information of an Authorised Agent in relation to whom a disciplinary decision has been made, including where a Licence is suspended or withdrawn.
- C5:59 The RFL may publish the identity of any Club, Player or Team Official who at any time are, or have been, party to any Representation Agreement and the expiry date of such Representation Agreement.

**MISCONDUCT RELATING TO MATTERS WITHIN THE JURISDICTION OF ANOTHER FEDERATION**

- C5:60 The RFL may, in its sole discretion, refer to another Federation and/or the IRL for resolution any complaint or allegation of a breach of these Rules where any Person is subject to the jurisdiction of the other Federation and/or IRL.

**WRITTEN REQUESTS FOR PERMISSION**

- C5:61 The RFL may provide written permission to a party to act in a manner other than in accordance with the requirements set out in these Rules where the party establishes to the satisfaction of the RFL that all the circumstances make it appropriate to make an exception to allow the party to do so.

**APPENDIX I - DEFINITIONS**

**“Agency Activity”** means acting in any way in the capacity of agent, representative or adviser to a Club, Player or Team Official in the negotiation, registration, or execution of any Transaction or Contract Negotiation other than as a Lawyer solely providing Permitted Legal Advice.

For the avoidance of doubt, a Player or Team Official is not acting as an Agent when they carry out any Agency Activity in relation to any matter relating to themselves and a duly authorised officer or employee of any Club is not acting as an Agent when they carry out any Agency Activity in relation to any matter relating to a Transaction or Contract Negotiation for or on behalf of that Club.

**“Agent”** means any person who carries out or seeks to carry out Agency Activity, including Authorised Agents.

**“Authorised Agent”** means Licensed Agents and/or Registered Agents.

**“Close Relation”** is a Player or Team Official's parent, legal guardian, person with parental responsibility, sibling, spouse, aunt or uncle.

**“Club Official”** has the meaning given in the Definitions of these Operational Rules.

**“Commercial Rights”** means any rights arising from the use of a Player or Team Official's image or from sponsorship or endorsements, or from any other commercial exploitation of rights not directly related to the Player or Team Official's employment contract.

**“Connected Agent”** means an Authorised Agent who is connected to another Authorised Agent as a result of:

- a) being employed or retained by the same Organisation; or
- b) them both being directors or shareholders in or co-owners of the same Organisation; or
- c) them being married to one another, siblings of one another, or parent and child or stepchild; or
- d) them having made any contractual or other arrangement whether formal or informal to co-operate in the provision of any agency services or to share the revenue or profits of any part of their Agency Activities.

**“Contract Negotiation”** means any negotiation or other related activity, including any communication relating or preparatory to the same, the intention or effect of which is to create, terminate or vary the terms of a Player or Team Official's contract of employment with a Club.

**“Lawyer”** means a person retained to act as such by a Player, Team Official or Club, who is duly authorised by the appropriate professional or regulatory body to act in the capacity of Legal Executive, solicitor or barrister in the United Kingdom, or the equivalent profession outside the United Kingdom.

**“Legal Executive”** means a person who is a member of the Institute of Legal Executives

**“Licence”** means a licence issued by the RFL to act in the capacity of a Licensed Agent.

**“Licensed Agent”** means an Agent holding a Licence issued in accordance with these Rules.

**“Obligatory Terms”** means: (a) whether the appointment is exclusive or non exclusive; (b) length of appointment; (c) remuneration and method and date of payment; (d) obligations of the Agent.

**“Organisation”** means an agency, person, firm or company retaining, comprising, employing, or otherwise acting as a vehicle for one or more Authorised Agent.

**"Permitted Legal Advice"** means advice or assistance provided by a Lawyer to a Club, Player or Team Official in relation to any Transaction or Contract Negotiation where:

- a) the Lawyer has entered into terms of engagement with the Player, Team Official or Club in the form required by the Lawyer's professional regulator and solely operates under those terms; and
- b) the Lawyer is providing the advice or assistance as part of a practice which is regulated by the Lawyer's professional regulator; and
- c) the advice or assistance either relates to: (i) the legal form of the documents that arise out of the Transaction or Contract Negotiation, or the legal implications of that Transaction or Contract Negotiation, as opposed to the negotiation of the substantive terms of the Transaction or Contract Negotiation and, in particular, the remuneration terms of the Transaction or Contract Negotiation; or (ii) a dispute arising out of a Transaction or Contract Negotiation; and
- d) the Lawyer is remunerated in a manner which is consistent with the manner in which Lawyers are ordinarily remunerated for carrying out such advice.

**"Registered Agent"** means a Registered Close Relation, a Registered Lawyer, and/or a Registered Overseas Agent.

**"Registered Close Relation"** means any Close Relation registered with the RFL in accordance with these Rules.

**"Registered Lawyer"** means any Lawyer registered with the RFL in accordance with these Rules.

**"Registered Overseas Agent"** means any individual holding a licence entitling them to act in the capacity of an Agent issued by another Federation and who has registered with the RFL in accordance with these Rules.

**"Registration Right"** means any right in relation to the registration of a Player with a Club.

**"Related Party"** means, in relation to any individual, any spouse, child, stepchild, parent, sibling, uncle, aunt, cousin, nephew or niece.

**"Representation Agreement"** means a written agreement between an Agent (on the one hand), and a Player, Team Official or Club (on the other), regarding the provision of any Agency Activity.

**"RFL League"** means the Super League, the Championship and League 1 and any other league organised and governed by the RFL from time to time.

**"RFL League Transaction"** means any Transaction in respect of which any of the Clubs involved is in an RFL League, or in which the Player or Team Official involved is or will be contracted to a Club in an RFL League.

**"Transaction"** means any negotiation or other related activity, including any communication relating or preparatory to the same, the intention or effect of which is to facilitate the registration of a Player with a Club, or the transfer of the registration of a Player from one Club to another Club or sporting organisation (whether on a temporary or permanent basis).

**"Unauthorised Agent"** means any person who at any time acts in the capacity of an Agent who is not an Authorised Agent.

**APPENDIX II****LICENSED AGENTS****Eligibility**

- 1.1 Any natural person that wishes to act as a Licensed Agent (an "Applicant") shall send a written application to the RFL in the form published by the RFL from time to time. Applications from companies or other legal persons other than natural persons are not permitted.
- 1.2 The Applicant will be required to satisfy the RFL of their good character and reputation (including the provision of references) on terms that shall be stipulated by the RFL from time to time. This shall include, but not be limited to, consideration of the Applicant's criminal record and financial history, eligibility under a "fit and proper person" test, and any history of dealings by the Applicant in relation to the game of rugby league or otherwise which the RFL may consider relevant to their acceptability. The requirements of this clause are ongoing and apply to all Licensed Agents throughout the period of their Licence.
- 1.3 An Applicant whose application is rejected at this stage may appeal to the RFL in such form and according to such procedure as the RFL may stipulate from time to time. An Operational Rules Tribunal Panel shall decide whether the application has been rejected fairly or unfairly according to such criteria and procedures as the RFL may stipulate from time to time.
- 1.4 If an application is rejected, and the Applicant does not appeal, the Applicant may be barred from reapplying to the RFL for a discretionary period from the date of formal notification of the rejection. If the Operational Rules Tribunal Panel rejects the appeal, the original decision will stand.
- 1.5 If an Operational Rules Tribunal Panel upholds the Applicant's appeal the RFL will call the Applicant for the first available written examination to take place as set out below but shall not have any liability of any nature to any Applicant arising out of, or in connection with, any decision or action taken or omitted by the RFL in relation to the Applicant's application or the determination of the same.
- 1.6 If an application is acceptable in accordance with these Rules, the RFL shall call the Applicant for a written examination. The RFL shall not be required to hold such examinations more than twice a year.

**Examination**

- 2.1. The basic terms, conditions, content and nature for the examination and the procedure shall be determined by the RFL from time to time. Each Applicant shall be tested on the following subjects:
  - a) familiarity with all relevant rules and regulations of rugby league, especially in connection with transfers; and
  - b) familiarity with relevant civil law including the law of contract.
- 2.2. The examination papers shall be marked within a reasonable time after the examination and the Applicant informed of the outcome.
- 2.3. The RFL shall charge a non-refundable administration fee for sitting the examination payable upon application as published by the RFL from time to time.
- 2.4. If an Applicant scores the minimum amount or more of the marks required by the RFL to pass the examination, then, subject to:

- a) the right of the RFL to call the Applicant for a further interview;
- b) the Applicant having completed a DBS check in accordance with paragraph 3.1 below;
- c) the Applicant having obtained insurance in accordance with paragraph 4 below, and
- d) the Applicant having paid the annual Agents fee as determined by the RFL from time to time

the Applicant shall be awarded a licence.

- 2.5. An Applicant is not entitled to act in the capacity of, or hold themselves out to be, a Licensed Agent unless and until they have received the Licence. Should an Applicant act in the capacity of an Agent prior to receipt of the Licence, the Licence will be withheld or revoked.

### **Licence Conditions**

- 3.1 An Authorised Agent's Licence or Registration is subject to the Agent having completed a DBS Check/requirements of the Vetting and Barring System to the satisfaction of the RFL and to this being updated in line with RFL policy.
- 3.2 The Licence is strictly personal and not transferable and remains the property of the RFL. Any Licensed Agent who has had their Licence suspended or withdrawn, or who terminates their activities in that capacity, must return their Licence to the RFL.
- 3.3 A Licence shall be issued on an annual basis (subject to suspension and/or withdrawal taking effect in accordance with these Rules).
- 3.4 As soon as the Agent has received a Licence from the RFL, they will be entitled to use the following designation, and no variation thereof, after their name in business relations: "Agent licensed by the Rugby Football League". A Licensed Agent shall not be entitled to hold themselves out as having any connection with the RFL other than this designation.
- 3.5 Each Licensed Agent agrees to fully and effectively indemnify the RFL and to keep the RFL fully and effectively indemnified against any and all damages, liabilities, penalties, fines, expenses (including legal expenses), actions, proceedings, demands and losses it suffers as a direct or indirect result of any breach by the Licensed Agent of these Rules or any non-compliance by the Licensed Agent with any relevant laws or regulations of any relevant authority
- 3.6 Each Licensed Agent shall confirm the indemnification as detailed above by execution upon request at any time of a deed of indemnity in such form as may be stipulated by the RFL from time to time.
- 3.7 In granting the Licence under these Rules, the RFL makes no representation or warranty as to the ability, expertise or bona fides of any Licensed Agent.
- 3.8 A Licensed Agent is obliged to disclose to the RFL any matters that arise subsequent to the issue of a Licence that may be relevant for the consideration of these requirements.
- 3.9 Each Licensed Agent shall comply with such requirements as the RFL may reasonably impose in relation to continuing professional development and training from time to time. Each Licensed Agent shall be required to attend mandatory training on an annual basis (save in exceptional circumstances).
- 3.10 Each Licensed Agent must keep an accurate bookkeeping record of any and all Agency Activity and related business activities and must keep all the corresponding books and

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records up to date at all times. This shall include proper file notes, written records of all meetings, negotiations, discussions or conversations and correspondence which form part of any Agency Activity and shall allow the RFL access to such records upon request.

- 3.11 Upon request, a Licensed Agent must notify the RFL of the full and correct account details of the Licensed Agent's account through which remuneration for Agency Activity is received and any related payments are made.
- 3.12 Each Licensed Agent shall pay an annual Agents fee as determined by the RFL from time to time.

### **Professional Indemnity Insurance**

- 4.1 A Licensed Agent must procure and maintain at all relevant times professional liability insurance in accordance with the requirements of the RFL and any domestic industry standards in any jurisdiction in which they conduct Agency Activity as determined from time to time, whether as set out herein or elsewhere (the "Insurance"). The Insurance shall as a minimum cover any claims for compensation against a Licensed Agent arising from their failure to exercise reasonable skill and care in carrying out their professional activities as a Licensed Agent. The policy shall be worded in such a way that the relevant risks connected with a Licensed Agent's occupation are covered. The Insurance shall cover claims on a "claims made"<sup>1</sup> basis in accordance with the principles governing the operation insurance market in the relevant jurisdiction.
- 4.2 The Licensed Agent is responsible for ensuring that Insurance is in place at all times. In the event that Insurance is not in place for any reason to the level and on the terms required by the RFL, then the Agent concerned will be deemed to be an Unauthorised Agent and may not carry out Agency Activity unless and until the appropriate Insurance cover is restored. In the event that the Insurance cover expires and is not renewed within a reasonable period as notified by the RFL the Licensed Agent or Applicant will be considered to have terminated their activities and their Licence will be automatically withdrawn. In such circumstances, the Licensed Agent or Applicant will be required to resubmit to the application process in full, should they wish to carry out any further Agency Activity.
- 4.3 Any Applicant or Licensed Agent must provide evidence to the satisfaction of the RFL that Insurance is in place. The Applicant or Licensed Agent shall ensure that the insurer provides the RFL with confirmation, within the required number of days of a written request, of the terms of the policy, and that all relevant premiums have been paid up to date. The RFL may request that the Applicant or Licensed Agent provide a copy of the insurance policy and proof of payment of relevant premiums, in which case it must be provided within 14 days of the request.
- 4.4 A Licence shall not be issued by the RFL unless and until it has received the appropriate confirmation and a copy of the Insurance.
- 4.5 If a Licensed Agent or an Applicant is insured under a policy which covers more than one individual, it is the responsibility of each individual Licensed Agent or Applicant to ensure that the policy provides the necessary cover, and that the RFL is informed accordingly.
- 4.6 No Licensed Agent may cancel Insurance until they have terminated their occupation in that capacity and their Licence has been returned, suspended or withdrawn in all respects. The Licensed Agent shall ensure that any claim for compensation made after termination of their occupation, which originates from their former activities as an Authorised Agent, is covered by the Insurance and that all necessary action is taken to

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<sup>1</sup> The "claims made" basis provides cover for any claims notified during the period of insurance irrespective of when the original alleged error was made. This is the basis for all Professional Indemnity insurance cover insured through the UK insurance markets.

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effect all necessary "run off cover", and in such manner as the RFL may stipulate from time to time.

### **Organisations**

- 5.1 Subject to paragraph 5.3, a Licensed Agent may subject in each case to the provisions of these Rules operate through an Organisation. If they do so at any time during the preceding year, on 1 December each year the Licensed Agent must provide the RFL with the following information:
- a) The Organisation's officers and directors.
  - b) The shareholders, if a company, or owners details if not a company.
  - c) All employees and consultants of the Organisation (including details of their role(s)).
  - d) Contact details for the Organisation including company name and registration number.
  - e) Such other information as the RFL may specifically request in writing from them.
- 5.2 Subject to paragraph 5.3, a Licensed Agent must disclose to the RFL any changes in the directors or officers or the ownership of the Organisation within 7 days of such being formally recorded.
- 5.3 Where more than one Licensed Agent carries on Agency Activity or any related activity through the same Organisation, the Licensed Agents of that Organisation shall collectively nominate a representative (who shall be one of the Licensed Agents), who shall be personally responsible for compliance with the requirements to provide information relating to the Organisation.
- 5.4 A Licensed Agent must procure that the Organisation with which they are associated complies with any requirement of the RFL.
- 5.5 Where a Licensed Agent operates through an Organisation, they are responsible for ensuring that any unlicensed employees are restricted to performing administrative duties. Only the Licensed Agent is entitled to carry out Agency Activity.

**APPENDIX III****REGISTERED AGENTS: REGISTERED OVERSEAS AGENTS, REGISTERED CLOSE RELATIONS AND REGISTERED LAWYERS****REGISTERED OVERSEAS AGENTS**

- 1.1 An individual who (1) holds a licence issued by another Federation, and who (2) wishes to carry out any Agency Activity for or on behalf of a Club, Player or Team Official in an RFL League Transaction ("Overseas Registration Applicant"), must register in advance with the RFL by completing in full and submitting the relevant registration documentation in the form published by the RFL from time to time:
- a) For the avoidance of doubt, the registration requirement and the substantive requirements of these Rules only apply to an overseas agent when and to the extent that they act in a Transaction on behalf of either (i) a rugby league club who play in an RFL League; or (ii) a Player whose registration is already held, or will after the Transaction on which the overseas agent acts be held, by such a Club; or (iii) any other Team Official who is already contracted to or will after the Transaction be contracted to such Club.  
  
They do not apply to an overseas agent when they act on behalf of a foreign club, including a foreign club seeking by the Transaction on which the agent acts, to transfer a Player or Team Official to or from such an RFL League Club.
  - b) Any individual holding such a valid licence from another Federation is automatically entitled to registration and if the individual ceases to hold such valid licence or the licence is suspended the registration will be revoked.
  - c) There may be a charge for this registration, determined by the RFL from time to time.
  - d) Registration is achieved by submission of the correctly completed documentation.
  - e) Registration lasts indefinitely so long as the individual holds a valid licence from the other Federation (subject to its withdrawal or suspension as provided for below): the individual need not register on each occasion that they wish to carry out any Agency Activity in an RFL League Transaction.
  - f) There does not need to be any impending Transaction or Contract Negotiation for an individual to register. Overseas agents who consider that they may in the future wish to carry out any Agency Activity in an RFL League Transaction may register in advance.
  - g) Registration can be renounced upon one month's written notice to the RFL.
- 1.2 Upon receipt of the completed registration documentation, the RFL shall issue written confirmation of registration as a Registered Overseas Agent (the "Overseas Registration") to the Overseas Registration Applicant and to the relevant Federation, and shall publish such Registered Overseas Agent's name in such manner as it considers appropriate.
- 1.3 Prior to registering, an overseas agent shall not be entitled to carry out any Agency Activity for or on behalf of a Club, Player or Team Official whose registration is already held, or will after the Transaction on which the overseas agent acts be held by (or is or will be contracted to), such a Club, in an RFL League Transaction.
- 1.4 An Overseas Registration is strictly personal and non-transferable. An Overseas Registration entitles the Registered Overseas Agent to act in the capacity of an

Authorised Agent in an RFL League Transaction for or on behalf of a Club registered with the RFL or for or on behalf of a Player or Team Official whose registration is already held, or will after the Transaction on which the Registered Overseas Agent will act be held by (or is or will be contracted to) such a Club.

- 1.5 Without prejudice to any other provisions of an Overseas Registration, it shall constitute:
- a) an enforceable undertaking by the Registered Overseas Agent to act in accordance with these Rules in any RFL League Transaction when acting on behalf of a Club or on behalf of a Player or Team Official whose registration is already held, or will after the Transaction on which the Registered Overseas Agent is acting be held by (or is or will be contracted to) such a Club; and
  - b) a submission by such Registered Overseas Agent to the authority and jurisdiction of the RFL in respect of any act or omission of such Registered Overseas Agent arising out of or in connection with the Overseas Registration and/or any RFL League Transaction in which he acted on behalf of a Club or on behalf of a Player or Team Official whose registration is already held, or will after the Transaction on which the Registered Overseas Agent is acting be held by (or is or will be contracted to) such a Club.
- 1.6 Any Registered Overseas Agent who is found by the RFL to have breached the Rules or any of the terms and conditions of their Overseas Registration shall be bound by any decision of the RFL. The sanctions which can be imposed by a RFL in respect of a Registered Overseas Agent are:
- a) the issuing of a warning; and/or
  - b) reporting the Registered Overseas Agent to their licensing Federation; and/or
  - c) reporting the Registered Overseas Agent to IRL; and/ or
  - d) suspension or withdrawal of the Overseas Registration.
- 1.7 In the event that the RFL withdraws the Overseas Registration of a Registered Overseas Agent then the RFL shall have the right to refuse a request of that Registered Overseas Agent for a new Overseas Registration on such terms and for such period as decided by the RFL.
- 1.8 The RFL may, at any stage, where appropriate and at its sole discretion, refer any matter in relation to the status or conduct of a Registered Overseas Agent to the IRL and/or the relevant Federation that issued the Registered Overseas Agent's original licence and/or to such other regulatory authorities as it sees fit.

## REGISTERED CLOSE RELATIONS

- 2.1 A Close Relation may carry out Agency Activity as an Authorised Agent for a Player or Team Official, and in a Transaction or Contract Negotiation, relating directly to the Player or Team Official, in respect of which a qualifying relationship exists (and for so long as such relationship exists).
- 2.2 A Close Relation who wishes to carry out any Agency Activity for, or on behalf of a Player or Team Official in an RFL League Transaction ("Registered Close Relation Applicant"), must register in advance with the RFL by completing in full and submitting the relevant registration documentation in the form published by the RFL from time to time.
- a) Any such Close Relation is automatically entitled to registration.
  - b) There is no charge for registration.

- c) Registration is achieved by submission of the correctly completed documentation.
  - d) Registration lasts indefinitely (subject to suspension or withdrawal in accordance with these Rules) so long as the Close Relation qualifies as such in accordance with the above.
  - e) There does not need to be any impending Transaction or Contract Negotiation for a Close Relation to register. Close relations who consider that they may in the future wish to carry out any Agency Activity may register in advance.
  - f) Registration can be renounced upon one month's written notice to the RFL.
- 2.3 Upon receipt of the completed registration documentation, the RFL shall issue written confirmation of registration as a Registered Close Relation (the "Close Relation Registration") to the Close Relation and shall publish such Registered Close Relation's name in such manner as it considers appropriate.
- 2.4 A Registered Close Relation Applicant shall not be entitled to carry out any Agency Activity for or on behalf of a Player or Team Official in a Transaction before registering.
- 2.5 A Close Relation Registration is strictly personal and non-transferable. A Close Relation Registration entitles the Registered Close Relation to act in the capacity of an Authorised Agent in an RFL League Transaction for, or on behalf of the Player or Team Official with whom the Registered Close Relation has the relevant relationship or responsibility.
- 2.6 Without prejudice to any other provisions of a Close Relation Registration, it shall constitute an enforceable undertaking by the Registered Close Relation to act in accordance with these Rules and a submission by such Registered Close Relation to the authority and jurisdiction of the RFL in connection with any RFL League Transaction and/or any act or omission of such Registered Close Relation arising out of or in connection with the Close Relation Registration and/or any RFL League Transaction.
- 2.7 Any Registered Close Relation who is found by an Operational Rules Tribunal Panel to have breached the Rules or any of the terms and conditions of his Close Relation Registration shall be bound by any decision of the Operational Rules Tribunal Panel. The sanctions which can be imposed by an Operational Rules Tribunal Panel in respect of a Registered Close Relation are:
- a) the issuing of a warning; and/or
  - b) reporting the Registered Close Relation to IRL; and/or
  - c) suspension or withdrawal of the Close Relation Registration; and/or
  - d) a fine.
- 2.8 In the event that an Operational Rules Tribunal Panel withdraws the Close Relation Registration of a Registered Close Relation then the RFL shall have the right to refuse a request of that Registered Close Relation for a new registration on such terms and for such period as decided by the Operational Rules Tribunal Panel.
- 2.9 The RFL may, at any stage, where appropriate and at its sole discretion, refer any matter in relation to the status or conduct of a Registered Close Relation to IRL and/or the relevant Federation and/or to such other regulatory authorities as it sees fit.

**REGISTERED LAWYERS**

- 3.1 Any Lawyer who wishes to carry out any Agency Activity (which excludes Permitted Legal Advice) for, or on behalf of, a Club, Player or Team Official in an RFL League Transaction ("Lawyer Applicant"), must register in advance with the RFL by completing in full and submitting the relevant registration documentation in the form published by the RFL from time to time:
- a) Any such Lawyer Applicant is automatically entitled to registration (subject to having completed a DBS Check / requirements of the Vetting and Barring system to the satisfaction of the RFL in accordance with paragraph 3.1 of Appendix II).
  - b) There is a charge for registration to be determined by the RFL from time to time.
  - c) Registration is achieved by submission of the correctly completed documentation.
  - d) Registration lasts indefinitely so long as the Lawyer (i) remains regulated by the Solicitors Regulation Authority or the Bar Council or any equivalent foreign bar or legal regulatory body (subject to its withdrawal or suspension as provided for below);(ii) attends mandatory training on an annual basis (save in exceptional circumstances); and (iii) pays the annual registration fee to be determined by the RFL from time to time.
  - e) There does not need to be any impending Transaction or Contract Negotiation for a Lawyer to register. Lawyers who consider that they may in the future wish to carry out any Agency Activity in an RFL League Transaction may register in advance.
  - f) Registration can be renounced upon one month's written notice to the RFL.
- 3.2 Upon receipt of a the completed registration documentation, the RFL shall issue written confirmation of registration as a Registered Lawyer (the "Lawyer Registration") to the Lawyer Applicant and shall publish such Registered Lawyer's name in such manner as it considers appropriate.
- 3.3 It is the Lawyer's responsibility to ensure that in the event that they wish to carry out any Agency Activity, rather than Permitted Legal advice, that they register with the RFL. A Lawyer shall not be entitled to carry out any Agency Activity for or on behalf of a Club, Player or Team Official in an RFL League Transaction before registering.
- 3.4 A Lawyer Registration is strictly personal and non-transferable. A Lawyer Registration entitles the Registered Lawyer to act in the capacity of an Authorised Agent in an RFL League Transaction for, or on behalf of a Club registered with the RFL, Player or Team Official.
- 3.5 Without prejudice to any other provisions of a Lawyer Registration, it shall constitute an enforceable undertaking by the Registered Lawyer to act in accordance with these Rules in any RFL League Transaction and a submission by such Registered Lawyer to the authority and jurisdiction of the RFL in connection with any RFL League Transaction and/or any act or omission of such Registered Lawyer arising out of or in connection with the Lawyer Registration and/or any RFL League Transaction.
- 3.6 Any Registered Lawyer who is found by an Operational Rules Tribunal Panel to have breached the Rules or any of the terms and conditions of their Lawyer Registration shall be bound by any decision of an Operational Rules Tribunal Panel. The sanctions which can be imposed by an Operational Rules Tribunal Panel in respect of a Registered Lawyer are:

- a) the issuing of a warning; and/or
  - b) reporting the Registered Lawyer to the Law Society or Bar Council or to the Registered Lawyer's foreign bar or other legal regulatory body; and/or
  - c) reporting the Registered Lawyer to IRL; and/or
  - d) suspension or withdrawal of the Lawyer Registration.
- 3.7 In the event that an Operational Rules Tribunal Panel withdraws the Lawyer Registration of a Registered Lawyer then the RFL shall have the right to refuse a request of that Registered Lawyer for a new registration on such terms and for such period as decided by an Operational Rules Tribunal Panel.
- 3.8 The RFL may, at any stage, where appropriate and at its sole discretion, refer any matter in relation to the status or conduct of a Registered Lawyer to IRL and/or to such other regulatory authorities as it deems appropriate.

**SECTION 01**

**OFF FIELD MISCONDUCT**

**SECTION 01 | OFF FIELD MISCONDUCT**



**SECTION D1: MISCONDUCT – OFFENCES**

The overriding objective of this Section D1 is to ensure acts of Off Field Misconduct are dealt with expeditiously, fairly, and by consistent and uniform means, such that the image of the Game is not adversely affected.

D1:1 A Person subject to the Operational Rules shall be guilty of Off Field Misconduct if he/she/it:

- (a) commits a breach of any of the Operational Rules or RFL Policy; or
- (b) engages in conduct which is prejudicial to the interests of the Game, brings the Game into disrepute or which is improper conduct; or
- (c) is convicted of a criminal offence by any court of any jurisdiction or, having been charged with any criminal offence in any jurisdiction and acquitted, has a civil judgment entered against him, her or it, on the basis of the same facts; or
- (d) fails, within any time allowed by these Operational Rules or otherwise allowed, to comply with any decision of the Council, the Board, an Operational Rules Tribunal, an Operational Rules Appeals Tribunal, the Compliance Manager, or any Committee appointed by the Council, or the Board or the Compliance Manager; or
- (e) fails to satisfy or otherwise comply with any arbitral award or decision made pursuant to these Operational Rules;

except where such is determined to be On Field Misconduct.

D1:2 In the case of Operational Rule D1:1(c) above the Compliance Manager shall decide whether to proceed with an Off Field Misconduct case or to conclude the sentence received is sufficient punishment in the circumstances. The Compliance Manager in their discretion may deal with the matter pursuant to the procedures set out in these Operational Rules.

D1:3 In circumstances in which a Person Subject to the Operational Rules is, or is likely to be, subject to civil or criminal proceedings arising from the same or similar circumstances which are the subject of the investigation or the proceedings the Compliance Manager or Operational Rules Tribunal chairperson may determine whether or not the investigation or proceedings should proceed, or whether it (or they) should be stayed pending the outcome of the concurrent civil or criminal proceedings. In the event of the Compliance Manager making the decision, if the relevant Person Subject to the Operational Rules disagrees with the decision of the Compliance Manager, they may refer the matter to the Off Field Operational Rules Tribunal for review.

If the matter is stayed, the Compliance Manager may seek from the Off Field Operational Rules Tribunal an interim suspension order in relation to the Person Subject to the Operational Rules. The relevant Person Subject to the Operational Rules shall have the opportunity to make representations to the Off Field Operational Rules Tribunal. There is no right of appeal with respect to the decision of the Off Field Operational Rules Tribunal to impose an interim suspension order in these circumstances.

For the avoidance of doubt, the procedure described above, for the imposition of an interim suspension, applies solely to non-Safeguarding matters. The procedure for Safeguarding matters is set out within the RFL Safeguarding Policy.

## **ALLEGATIONS OF MISCONDUCT**

- D1:4 If any Person Subject to the Operational Rules reasonably believes that any other Person Subject to the Operational Rules is guilty of Off Field Misconduct, they must immediately inform the Compliance Manager in writing setting out all relevant details of the alleged Off Field Misconduct.

## **COMPLIANCE MANAGER AND INVESTIGATORS**

- D1:5 The Compliance Manager, Compliance Investigator(s) and Salary Cap Investigator(s) shall be appointed by the RFL. If the Compliance Manager, or Compliance Investigator(s) or Salary Cap Investigator(s) is ill or otherwise unavailable, the RFL may appoint any person to act on a temporary basis or make such other temporary arrangement as it thinks fit.
- D1:6 At any time, the Compliance Manager may direct that the Compliance Investigator(s) and Salary Cap Investigator(s) shall work together and/or instead of the other(s). References in this Section D1 to the Compliance Manager, Compliance Investigator(s) or Salary Cap Investigator(s) shall be read as referring to any such temporary replacement. The Compliance Manager, Compliance Investigator(s) and Salary Cap Investigator(s) shall not be Board members. In the case of alleged breaches of the Salary Cap Regulations the Compliance Manager, the Compliance Investigator(s) shall act in accordance with the Operational Rules set out in this Section D1 and the Salary Cap Regulations.

## **ROLE OF COMPLIANCE MANAGER, COMPLIANCE INVESTIGATOR(S) AND SALARY CAP INVESTIGATOR(S)**

- D1:7 Upon receipt of a written allegation of Off Field Misconduct, and/or upon their own decision in accordance with D1:11, the Compliance Manager may inquire immediately into the facts and circumstances alleged or believed to constitute Off Field Misconduct and/or the Compliance Manager may request that the Compliance Investigator(s) and/or Salary Cap Investigator(s) shall inquire into the facts and circumstances alleged or believed to constitute Off Field Misconduct.

The Compliance Manager shall be entitled to send any notification (including any Notice of Charge) or other correspondence which, pursuant to the Operational Rules or Off Field Compliance Procedures and Sentencing Guidelines they are required to send to a Person subject to the Operational Rules via their Club, unless the Person subject to the Operational Rules has notified the Compliance Manager, in writing, to the contrary and provided an alternative address for service. A Charged Person shall be deemed to receive any such notification or other correspondence on the date and at the time it is received by the Club.

- D1:8 Each Person Subject to the Operational Rules accused of Off Field Misconduct and all other Persons Subject to the Operational Rules shall cooperate fully with the Compliance Manager and/or the Compliance Investigator(s) and/or UK Anti-Doping investigator(s) in a timely manner.
- D1:9 Any act or omission by any Club or Person Subject to the Operational Rules which prevents or hinders or has the intention of preventing or hindering any third party subject to the Operational Rules from cooperating fully in accordance with Clause D1:8, shall itself constitute Off Field Misconduct. It shall also be Off Field Misconduct for any Person Subject to the Operational Rules to harass or victimise or cause to be harassed or victimised any Person Subject to the Operational Rules who has provided information to the Compliance Manager or to the RFL whether as part of an investigation or in the context of "whistleblowing."

- D1:10 The Compliance Manager and/or Compliance Investigator(s) and/or Salary Cap Investigator(s) shall have wide ranging powers of investigation and may investigate all matters or arrangements (whether of a financial nature or otherwise) in relation to any Person Subject to the Operational Rules including, but not limited to, Clubs, Members, Players, Licensed Agents, Club Officials, Match Officials or any person acting on behalf of, or as agent of, the foregoing. Those powers shall include, but shall not be limited to:
- (a) ordering any Person Subject to the Operational Rules to make any property under its control available for inspection;
  - (b) ordering any third party, or Person Subject to the Operational Rules to disclose any documents or materials within their power, possession, custody and/or control which shall, in the reasonable opinion of the Compliance Manager be of assistance to the investigation;
  - (c) requiring the following parties to provide written or oral statements as part of any investigation: (i) solicitors and barristers; (ii) expert witnesses and advisors; and (iii) any other third parties, provided that such provision of statements shall, in the reasonable opinion of the Compliance Manager, be of assistance to the investigation;
  - (d) requiring any Person Subject to the Operational Rules to attend a hearing as a witness or provide an accurate and complete written or oral witness statement or attend an interview with a Compliance Investigator and cooperate fully with the Compliance Investigator, provided that such attendance or provision of witness statement shall, in the reasonable opinion of Compliance Manager be of assistance to the investigation.
- D1:11 Following, or during, their investigations (at their discretion) and once they reasonably believe Off Field Misconduct may have occurred, the Compliance Manager shall, as soon as practicable, deliver to every Person Subject to the Operational Rules accused of Off Field Misconduct full written details of the allegation including, but not necessarily limited to:
- (a) the identification of the relevant Operational Rule(s) and/or provision of the RFL Policy pursuant to which the matter is being investigated and, where relevant, the Operational Rule or Operational Rules alleged to have been infringed; and
  - (b) the specific allegations to constitute such breach, to the extent that the same are at this stage known to the Compliance Manager.

#### **BURDEN AND STANDARD OF PROOF**

- D1:12 The Compliance Manager shall have the burden of establishing that Off Field Misconduct has occurred. The standard of proof shall be whether the Compliance Manager has established that Off Field Misconduct has occurred to the reasonable satisfaction of the relevant tribunal bearing in mind the seriousness of the allegation. This standard of proof, in all cases pursuant to this Section D1, is greater than a mere balance of probability but less than proof beyond a reasonable doubt. Where a Person subject to the Operational Rules wishes to rebut an allegation, or charge of Misconduct, or establish specified facts or circumstances, the standard of proof shall be by a balance of probability.

#### **COMPLIANCE MANAGER TO DECIDE IF CASE TO ANSWER**

- D1:13 If the Compliance Manager decides that there is a case to answer, they may:

- (a) recommend a sanction (a "Recommended Sanction") as set out below;
- (b) propose the matter is dealt with by means of an Agreed Decision as set out below; or
- (c) refer the matter to an Operational Rules Tribunal in the manner set out in this Section D1.

In addition, the Compliance Manager's powers should extend to include the power to ban a Person Subject to the Operational Rules from attending any Rugby League training or Matches or other events for a period of up to 14 days or such other period as the Compliance Manager may determine, and for such sanction to have immediate effect.

### **RECOMMENDED SANCTIONS**

D1:14

- (a) Recommended Sanctions may be deemed appropriate at the discretion of the Compliance Manager.
- (b) A Recommended Sanction may be a caution or warning and/or a monetary sanction (or suspended monetary sanction) that does not exceed £3,000. Monetary sanctions may be fines, awards of legal or other costs or compensation to any person who is injured or has suffered loss or damage or any combination of the aforementioned. In determining the appropriate sanction, the Compliance Manager shall be free to disregard any sanctioning guidance. Additionally, the Compliance Manager can order the costs of the investigation to be paid.
- (c) If a Recommended Sanction is made by the Compliance Manager, and the relevant Person Subject to the Operational Rules does not reject the Recommended Sanction within 14 days of it being made, the Recommended Sanction will be deemed accepted and will therefore be binding on the relevant Person Subject to the Operational Rules.
- (d) If the Recommended Sanction is rejected by the relevant Person Subject to the Operational Rules within the timeframe stipulated above, the matter shall be referred to the Off Field Operational Rules Tribunal in accordance with this Section D1.
- (e) Any Person Subject to the Operational Rules who accepts or is deemed to accept a Recommended Sanction shall be deemed to have consented to publication in the media of the Recommended Sanction (and the reasons for the Recommended Sanction).
- (f) If a relevant Person Subject to the Operational Rules fails to comply with the terms of a Recommended Sanction that is either accepted or deemed accepted, the Compliance Manager shall refer the case to the Off Field Operational Rules Tribunal which shall be constituted and will proceed at all times in accordance with the procedures set out in this Section D1.

### **AGREED DECISIONS**

D1:15

- (a) Agreed Decisions may be deemed appropriate in circumstances which justify the conclusion of an effective and equitable resolution without referring the matter to the Off Field Operational Rules Tribunal.
- (b) Agreed Decisions may set out the obligation(s) to be fulfilled by the relevant Person Subject to the Operational Rules, including any possible application of sanctions and measures and, where necessary, a specific timeframe.
- (c) Agreed Decisions may include any sanction that could be imposed by an Off Field Operational Rules Tribunal. Any applicable Sentencing Guidelines may be disregarded.
- (d) The Compliance Manager will propose a sanction and detail their reasons in writing ("a Proposed Sanction").
- (e) If a Proposed Sanction is recommended by the Compliance Manager, and the relevant Person Subject to the Operational Rules does not reject the Proposed Sanction within 14 days of it being submitted to them, the Proposed Sanction will be deemed accepted, and will therefore be binding on the relevant Person Subject to the Operational Rules.
- (f) If the Proposed Sanction is rejected by the relevant Person Subject to the Operational Rules within the timeframe stipulated above, the matter shall be referred to the Off Field Operational Rules Tribunal in accordance with this Section D1.
- (g) Where a matter is referred to the Operational Rules Tribunal for determination following the Proposed Sanction being rejected the Tribunal shall not be provided with the details of the Proposed Sanction. Any negotiations or discussions which formed part of the Proposed Sanction and/or Agreed Decision process cannot be provided to the Tribunal by any party.
- (h) Where the Person Subject to the Operational Rules accepts or is deemed to have accepted the Proposed Sanction in accordance with the above Operational Rules, the matter shall then be referred to the Senior Operational Rules Tribunal Member to ratify the decision, in which case (if ratified) the Proposed Sanction shall become effective immediately as an Agreed Decision and there shall be no right of appeal.
- (i) In the event that the Senior Operational Rules Tribunal Member does not ratify the Proposed Sanction, the matter shall be referred to the Off Field Operational Rules Tribunal for determination in accordance with this Section D1.
- (j) Any Person Subject to the Operational Rules who accepts an Agreed Decision shall be deemed to have consented to publication in the media of the Agreed Decision (and the reasons for the Agreed Decision).
- (k) The Compliance Manager shall monitor the proper and timely implementation of the Agreed Decision and Recommended Sanctions.
- (l) If a relevant Person subject to the Operational Rules fails to comply with the terms of an Agreed Decision, the Compliance Manager shall refer the case to the Off Field Operational Rules Tribunal which shall be constituted and will proceed at all times in accordance with the procedures set out in this Section D1.

## REFERRAL TO THE OFF FIELD OPERATIONAL RULES TRIBUNAL

- D1:16 For the avoidance of doubt, it shall be at the unfettered discretion of the RFL as to whether any matter is submitted to Sport Resolutions to appoint and constitute the Off Field Operational Rules Tribunal. In such circumstances, Sport Resolutions will appoint a tribunal from the Sport Resolutions panel of arbitrators and Sport Resolutions will administer the arbitration in accordance with the rules and procedures set out in this section D1 or, in the alternative, and if the parties so agree, the Arbitration Rules of Sport Resolutions, in relation to which the parties agree to be bound. If the RFL exercises its discretion in this regard, the Professional Game Delivery Team will inform the relevant Person Subject to the Operational Rules and provide appropriate procedural guidance to the extent required.
- D1:17 Where a matter has been referred to the Off Field Operational Rules Tribunal the Compliance Manager shall serve on the relevant Person Subject to the Operational Rules notice of the charge(s) brought and the nature of the allegation (the "Notice"). A copy of the Notice should also be sent to the Professional Game Delivery Team and the Senior Operational Rules Tribunal Member.
- D1:18 The Professional Game Delivery Team (on behalf of the Senior Operational Rules Tribunal Member) shall convene an Off Field Operational Rules Tribunal, who shall meet as soon as reasonably practicable thereafter, and shall notify the relevant Person Subject to the Operational Rules of the date, time and venue of the hearing by giving at least 7 days written notice (which may be waived by the party involved, or may be shortened at the discretion of the Senior Operational Rules Tribunal Member where the matter to be heard involves the integrity of a Competition which, by its nature needs to be expedited, to ensure that a Competition can be completed in a timely manner).
- D1:19 The Person Subject to the Operational Rules, and or the Compliance Manager may, at the discretion of the Off Field Operational Rules Tribunal submit any further evidence up to 72 hours before the hearing.
- D1:20 Should any party fail to attend the Off Field Operational Rules Tribunal (or the Off Field Operational Rules Appeals Tribunal) acting reasonably shall have the right to hear the matter in that party's absence.
- D1:21 The Compliance Manager or nominated representative of the Compliance Manager shall be entitled to attend and prosecute before the Off Field Operational Rules Tribunal. The Compliance Manager and any Person Subject to the Off Field Operational Rules appearing before the Off Field Operational Rules Tribunal or Off Field Operational Rules Appeals Tribunal may have legal representation and shall be entitled to present evidence and call witnesses in accordance with this Section D1. Where a case is referred to an Off Field Operational Rules Tribunal in accordance with the Safeguarding Policy and/or Section D4 of these Operational Rules, then the Tribunal may make an order based on written submissions from both parties and without the need for an oral hearing.

## FORMATION OF THE OFF FIELD OPERATIONAL RULES TRIBUNAL

- D1:22 Any matter submitted to the Off Field Operational Rules Tribunal shall be decided by a three-member tribunal appointed independently by the Senior Operational Rules Tribunal Member. As set out above, the RFL may, in its sole discretion, and if the circumstances so warrant, engage the Executive Director of Sport Resolutions to appoint the three-member Panel from the Sport Resolutions panel of arbitrators to make up the Off Field Operational Rules Tribunal. The Off Field Operational Rules Tribunal may proceed with two tribunal members. In relation to the latter, the chairperson of the Off Field Operational Rules Tribunal shall have the casting vote.

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## OFF FIELD MISCONDUCT - OFFENCES, PENALTIES AND ENQUIRIES

- D1:23 Where the Off Field Operational Rules Tribunal shall consist of three members the Senior Operational Rules Tribunal Member shall appoint: a) the chairperson of the tribunal, who shall be a solicitor or barrister of at least 5 years post qualification experience, or a former lawyer, judge, or legal practitioner; and b) two suitably qualified side members.
- D1:24 The Senior Operational Rules Tribunal Member shall notify the Professional Game Delivery Team, who in turn shall notify the parties, of the name(s) of the tribunal members who are to constitute the Off Field Operational Rules Tribunal and, in the case of a three-member tribunal, the name of the chairperson.
- D1:25 Each tribunal member appointed must be resident in the United Kingdom.
- D1:26 A party may challenge the appointment of a tribunal member where there are justifiable doubts as to the impartiality or independence, or where the party raises any material objection(s). If a party intends to challenge any appointment that party shall, within 7 days of notification of the appointment of the tribunal members, submit in writing to the Senior Operational Rules Tribunal Member (c/o of the Professional Game Delivery Team) the reasons why that party is challenging the tribunal member. Unless the challenged tribunal member withdraws or the other party agrees to the challenge, the Senior Operational Rules Tribunal Member shall decide on the challenge.
- D1:27 If any tribunal member, after appointment, dies, gives written notice of the desire to resign, is removed, refuses to act, or in the opinion of the Senior Operational Rules Tribunal Member becomes unable or unfit to act, the Senior Operational Rules Tribunal Member shall appoint another tribunal member in their place (and to act as chairperson if the circumstances require) and shall so inform the Professional Game Delivery Team who in turn shall inform the parties and any remaining members of the Off Field Operational Rules Tribunal. Alternatively, if the parties so agree, the remaining members of the Off Field Operational Rules Tribunal may proceed in the departing tribunal member's absence.
- D1:28 If in the opinion of the majority of the Off Field Operational Rules Tribunal, any tribunal member has refused or failed to comply with this Section D1, or any applicable law relating to the making of the decision and/or award, having been given a reasonable opportunity to do so, the other tribunal member(s) (if any) may remove them and the remaining tribunal member(s) shall proceed in their absence.
- D1:29 Any appointment or removal required to be made by the Senior Operational Rules Tribunal Member under this Section D1 shall be made after giving full consideration to the nature and circumstances of the matter, the location of the parties and any other relevant factor(s). Every tribunal member conducting hearings under this Section D1 shall be independent, impartial, suitably qualified, and capable and shall not act as advocate for any party.
- D1:30 In the case of any former member of the Off Field Operational Rules Tribunal, the Senior Operational Rules Tribunal Member shall decide on the amount of the former tribunal member's fees and expenses (if any). The remaining member(s) and any replacement member(s) of the Off Field Operational Rules Tribunal (or if the Off Field Operational Rules Tribunal is unable to decide the Senior Operational Rules Tribunal Member) shall decide upon the status of any prior decisions or existing proceedings of the Off Field Operational Rules Tribunal.

### EVIDENCE AND WITNESSES

- D1:31 The Compliance Manager shall provide to the Off Field Operational Rules Tribunal Members and the relevant Person Subject to the Operational Rules (via the Professional

Game Delivery Team) all evidence which they intend to rely on no later than 14 days before the date of the hearing (or within such other (longer or shorter) timeframe as otherwise ordered by the chairperson of the Off Field Operational Rules Tribunal).

- D1:32 The relevant Person Subject to the Operational Rules subject to the proceedings shall provide to the Off Field Operational Rules Tribunal Members and the Compliance Manager (via the Professional Game Delivery Team) all evidence which they intend to rely on no later than 7 days before the date of the hearing (or within such other (longer or shorter) timeframe as otherwise ordered by the chairperson of the Off Field Operational Rules Tribunal).
- D1:33 The Off Field Operational Rules Tribunal shall not be obliged to follow strict rules of evidence. It may admit such evidence as it thinks fit and accord such evidence such weight as it thinks appropriate in all circumstances.
- D1:34 The parties shall, subject to the RFL policy on child and vulnerable witnesses as in force from time to time, call witnesses and, accordingly, must notify, via the Professional Game Delivery Team, the Off Field Operational Rules Tribunal and other parties in writing 7 days before the hearing or as otherwise specified by the Operational Rules Tribunal of the identity of any witnesses they wish to call and, if the Off Field Operational Rules Tribunal requires it, each party shall disclose the subject matter and content of the evidence, usually in the form of a statement, on which each such witness will be relying, and how that evidence relates to the points at issue and the Off Field Operational Rules Tribunal shall have power to decide whether such witness shall be required to attend or be called to give evidence at any hearing.
- D1:35 The Off Field Operational Rules Tribunal may question a witness at any stage and shall control the questioning of a witness by the other parties (subject to the RFL policy on child and vulnerable witnesses as in force from time to time).
- D1:36 Each Person Subject to the Operational Rules shall also be obliged to attend any hearing of the Off Field Operational Rules Tribunal as a witness if reasonably required to do so by any of the parties. The Off Field Operational Rules Tribunal shall hear and decide on submissions from any witness as to why it is unreasonable for them to attend.
- D1:37 No individual or Person Subject to the Operational Rules, who is not a party to the arbitration, shall have the right to attend a hearing of the Off Field Operational Rules Tribunal other than either as requested or as obliged to attend in their capacity as a witness.

## **JURISDICTION**

- D1:38 The Off Field Operational Rules Tribunal (or the Off Field Operational Rules Appeals Tribunal as the case may be) may decide on its own jurisdiction, including whether the Off Field Operational Rules Tribunal (or the Off Field Operational Rules Appeals Tribunal) is properly constituted, what matters have been submitted and any objections with respect to the validity or existence of the arbitration agreement (i.e. the agreement to submit the matter to determination by arbitration). For that purpose, the arbitration agreement, to which parties who are subject to proceedings before the Off Field Operational Rules Tribunal (and the Off Field Operational Rules Appeals Tribunal) are bound, shall be treated as an agreement independent of the other Operational Rules. If the Off Field Operational Rules Tribunal (or the Off Field Operational Rules Appeals Tribunal) decides that any of the Operational Rules are invalid or otherwise unenforceable this shall not prejudice the validity of the arbitration clause.

## **DECISIONS OF THE OFF FIELD OPERATIONAL RULES TRIBUNAL**

- D1:39 The decision and/or award of the Off Field Operational Rules Tribunal shall be in writing and shall ordinarily be issued to the parties within 48 hours of the hearing. The Off Field Operational Rules Tribunal shall ordinarily provide the written reasons on which such decision is based within 14 days of the decision and/or award.
- D1:40 Where there are three tribunal members, the Off Field Operational Rules Tribunal shall decide on any issue by a majority, and if the Off Field Operational Rules Tribunal fails to reach a majority decision on any issue, the decision of the chairperson of the Off Field Operational Rules Tribunal shall be final.
- D1:41 The chairperson of the Off Field Operational Rules Tribunal shall arrange for the decision and/or award to be delivered to the parties and the Senior Operational Rules Tribunal Member shall transmit copies to the Professional Game Delivery Team who in turn shall submit copies to the parties together with details of the final date for any appeal.
- D1:42 All decisions and/or awards of the Off Field Operational Rules Tribunal shall be final and binding on the parties (subject to any appeal available to the Off Field Operational Rules Appeals Tribunal) and on any party claiming through or under them, and the parties agree, by submitting to arbitration to waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, subject to any applicable statutory or other rights.

#### **COSTS**

- D1:43 The amount of the costs of the tribunal members, who shall be entitled to receive a reasonable sum by way of fees and expenses, or any experts appointed, shall be determined by the RFL from time to time or, if applicable, the Executive Director of Sport Resolutions in accordance with the Sport Resolutions procedures in force from time to time.
- D1:44 The parties shall be responsible for their own legal and other costs unless the parties otherwise agreed or unless the Off Field Operational Rules Tribunal otherwise directs.

#### **CONDUCT OF PROCEEDINGS**

- D1:45 The Off Field Operational Rules Tribunal shall conduct the proceedings in such manner as it considers fit and may follow any procedure agreed by the parties if it is in the Off Field Operational Rules Tribunal's opinion reasonably practicable to do so.
- D1:46 The Off Field Operational Rules Tribunal shall act in accordance with this Section D1 and any other applicable regulations. With the consent of the parties, the Off Field Operational Rules Tribunal may proceed in an expedited manner for which it shall issue appropriate directions.
- D1:47 Any decision of the Off Field Operational Rules Tribunal in relation to the conduct of the proceedings shall be consistent with its duties at all times to act fairly and impartially, to allow the parties reasonable opportunity to put their respective cases, and to deal with that of their opponent, and to avoid unnecessary delay or expense, so as to provide a fair and efficient means for resolving the dispute.

#### **THE POWERS OF THE OFF FIELD OPERATIONAL RULES TRIBUNAL**

- D1:48 The Off Field Operational Rules Tribunal shall have the powers as set out in the Arbitration Act 1996, including the powers to make a declaration on any matter to be determined in the proceedings, including any sanction, to order the payment of a sum of
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money by way of damages or otherwise, including the award of simple or compound interest on the whole or part of any amount, to order a party to do or refrain from doing anything, to order specific performance of a contract (except one relating to land), and to order the rectification, setting aside or cancellation of a deed.

D1:49 In addition, the Off Field Operational Rules Tribunal shall have the power:

- (a) to allow any party to amend its written case and/or to submit further evidence;
- (b) to request either party to submit a written summary of its case;
- (c) to extend or abbreviate any time-limit;
- (d) to conduct enquiries;
- (e) to order any party to make any property under its control available for inspection by the Off Field Operational Rules Tribunal;
- (f) to order any third party, or Person Subject to the Operational Rules, to disclose any documents or materials within their power, possession, custody and/or control which shall, in the reasonable opinion of the Off Field Operational Rules Tribunal, be of assistance to the hearing;
- (g) request the following third parties to attend the hearing, or alternatively provide written or oral statements in advance of such hearing: (i) solicitors and barristers; (ii) expert witnesses and advisors; and (iii) any other third parties, provided that such attendance or provision of statements shall, in the reasonable opinion of the Off Field Operational Rules Tribunal be of assistance to the hearing;
- (h) require any Person Subject to the Operational Rules to attend the hearing as a witness or provide a written or oral witness statement, provided that such attendance or provision of witness statement shall, in the reasonable opinion of the Off Field Operational Rules Tribunal be of assistance to the hearing;
- (i) to decide which rules of evidence on admissibility, relevance and/or weight shall apply;
- (j) to dismiss a charge or to proceed in the absence of one or more of the parties, in the event of a failure to comply with any directions;
- (k) to consolidate proceedings subject to the consent in writing of all the parties concerned;
- (l) to join any other party to the proceedings on the application of a party (or a third party), subject to the consent in writing of such third party;
- (m) to adjourn a hearing if thought necessary in the interests of justice;
- (n) to order on an interim basis, subject to final determination in a decision and/or award, any relief or remedy which the Off Field Operational Rules Tribunal would have the power to grant in a final decision and/or award including a provisional order for security for costs, any deposit, the payment of any other

money, to order a party to do or refrain from doing anything, and/or in any appeal, staying execution of the decision.

## COMMUNICATIONS

D1:50 The parties and the Off Field Operational Rules Tribunal shall, where possible, communicate through the Professional Game Delivery Team (or Sport Resolutions as the case may be). Communication may take place directly between the Off Field Operational Rules Tribunal and the parties, with copies of all correspondence and documents to be sent at the same time to the Professional Game Delivery Team, if it is considered to be in the interests of the parties and the efficient disposal of the matter to do so.

## PUBLISHING DECISIONS

D1:51 Subject to D1:52 the parties, the Professional Game Delivery Team, the Senior Operational Rules Tribunal Member and the Off Field Operational Rules Tribunal undertake to keep confidential all documents and any other materials produced for the purpose of the tribunal by any party to the tribunal except to the extent that disclosure may be required by a legal duty, to pursue or protect a legal right, to enforce or challenge an award in bona fide legal proceedings or that such documents may already be in the public domain (otherwise than in breach of this undertaking).

D1:52 The RFL shall have discretion on the publication of the outcome and/or written decision and/or any other details of any matter referred to an Off Field Operational Rules Tribunal or Off Field Operational Rules Appeals Tribunal, including the timing of any such publication. If it is deemed appropriate, the RFL may also decide to withhold any publication until after an appeal has been heard. When determining whether to publish a decision the RFL may consider whether publishing would prejudice any appeal, whether it is in the best interests of the game, whether the matter is in the public interest, whether there are any aspects of the case which determine it should remain confidential and/or any other factor which it considers appropriate. Any party to (or involved in) proceedings before the Off Field Operational Rules Tribunal or Off Field Operational Appeals Tribunal, for the avoidance of doubt, including witnesses, aforementioned shall be deemed to have consented to publication of a decision made by the Off Field Operational Rules Tribunal or Off Field Operational Appeals Tribunal, whether the same shall, or shall not, reflect on the character or conduct of the parties or their representatives. Any party to (or involved in) proceedings, for the avoidance of doubt, including witnesses, each agrees to waive any rights it may have to bring a claim, of whatever nature, against the following (non-exhaustive) list of parties: the RFL (and any employee or representative of the RFL); and/or the Board (or individual directors); and/or the Match Review Panel (or individual members of the Match Review Panel); and/or the Operational Rules Tribunal; and/or Operational Rules Appeals Tribunal (or members of any Operational Rules (Appeals) Tribunal) (including the Senior Operational Rules Tribunal Member); and/ or Sport Resolutions or any employee or representative of Sport Resolutions (if applicable)

## SANCTIONS

D1:53 The Off Field Operational Rules Tribunal shall have the power to impose sanctions. The Off Field Operational Rules Tribunal shall be free to disregard any scales of mandatory fines published by the Board as guidance provided that the sanction is proportionate to the Misconduct.

## OFF FIELD MISCONDUCT - OFFENCES, PENALTIES AND ENQUIRIES

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- D1:54 Suspensions imposed by the Off Field Operational Rules Tribunal shall take effect from midnight on the day of the hearing unless the Off Field Operational Rules Tribunal orders to the contrary.
- D1:55 Any Person Subject to the Operational Rules suspended or expelled shall, subject to the right of appeal to the Off Field Operational Rules Appeals Tribunal, not be permitted during the period of suspension or expulsion to participate in any way in the Game, or in the activities of any Club or Council unless the Off Field Operational Rules Tribunal or Off Field Operational Rules Appeals Tribunal directs otherwise.
- D1:56 Save for any breach of the Salary Cap Regulations, but otherwise without prejudice to the Operational Rules contained in this section, the Board shall have the power to specify that certain offences shall warrant the imposition of a mandatory fine up to such amount as it may from time to time publish, either within the Operational Rules, any RFL Policy or the Off-Field Compliance Procedures and Sentencing Guidelines. Changes to mandatory fines shall only apply to offences committed 28 days or more after the date of publication of such change.
- D1:57 Unless directed otherwise, any fines or costs must be paid to the RFL no later than 28 days after the date upon which the imposition of the fine or the ascertainment of the costs was determined. Such fines and/or costs may be deducted by way of set off from any monies held by the RFL on behalf of a Person Subject to the Operational Rules or the Club they are associated with, any central distributions or other central payments and/or any monies owed by the RFL to the Person Subject to the Operational Rules or the Club they are associated with.
- D1:58 In addition to being entitled to fine and award costs against any Person Subject to the Operational Rules guilty of Off Field Misconduct, the Off Field Operational Rules Tribunal and/or Off Field Operational Rules Appeals Tribunal shall be entitled:
- (a) to require that a Club close its ground (or part of its ground) either permanently or for a stated period;
  - (b) to require that a Club play its games “behind closed doors;”
  - (c) to order the payment of compensation to any Club or to the RFL or to any other person or body;
  - (d) to ban a person from involvement in Matches, or from grounds during the conduct of Matches;
  - (e) to ban a person from such involvement at any Club as may be specified by the Off Field Operational Rules Tribunal and/or Off Field Operational Rules Appeals Tribunal including, but not limited to, involvement in the conduct of playing matters at any Club and/or from being an Influential Person at any Club;
  - (f) to impose restrictions on Players or other registrations, including but not limited to suspension from Matches;
  - (g) to suspend or withdraw an Agent’s licence;
  - (h) to impose those penalties set out in Section D4 below;
  - (i) to impose those penalties set out in the Salary Cap Regulations;
  - (j) in the case of Off Field Misconduct which impinges on the integrity of any Competition to deduct Competition points (subject where applicable to the Salary Cap Regulations)/ expel a Club from the Cup / any other cup

- Competition. In the case of a deduction of Competition points, the Off Field Operational Rules Tribunal shall be entitled to determine the timing of the deduction of Competition points (including whether they should be deducted, in whole or parts, in the Regular Season, or the following Season, or suspended for any period of time deemed to be appropriate);
- (k) in the case of Unacceptable Language and/or Behaviour (or in other suitable Misconduct cases) to impose a mandatory education course and if appropriate, prevent such person from returning to the sport until such education has been completed; or
- (l) in the case of any of the above outcomes the Tribunal shall be entitled to suspend in whole or in part any aspect of a decision.

## APPEALS TO THE OFF FIELD OPERATIONAL RULES APPEALS TRIBUNAL

### RIGHT OF APPEAL

- D1:59 The Compliance Manager and/or any Person Subject to the Operational Rules against whom/which a sanction has been imposed pursuant to this Section D1 may appeal against a decision of the Off Field Operational Rules Tribunal (and shall be referred to as the Appellant in the context of those appeal proceedings).
- D1:60 For the avoidance of doubt, it shall be at the discretion of the Board, acting reasonably, as to whether any appeal to a decision of an Off Field Operational Rules Tribunal is submitted to Sport Resolutions, to appoint and constitute the Off Field Operational Rules Appeals Tribunal. In such circumstances, Sport Resolutions will appoint a tribunal from the Sport Resolutions panel of arbitrators and Sport Resolutions will administer the arbitration in accordance with the rules and procedures set out in this section D1 or, in the alternative, and if the parties so agree, the Arbitration Rules of Sport Resolutions, in relation to which the parties agree to be bound. If the RFL exercises its discretion in this regard, the Professional Game Delivery Team will inform the relevant Person Subject to the Operational Rules and provide appropriate procedural guidance to the extent required.
- D1:61 The Appellant shall submit to the Professional Game Delivery Team (or Sport Resolutions as may be the case if, at RFL's sole discretion, it is determined to refer the matter to Sport Resolutions), and serve on the Respondent, a notice of appeal containing or accompanied by (collectively referred to as the "Notice of Appeal") the following:
- (a) details, and where available a copy, of the decision appealed from;
- (b) the grounds for the appeal, which shall be limited to that the Off Field Operation Rules Tribunal:
- (i) came to a decision to which no reasonable body could have come; or
- (ii) made an error of law in reaching its decision; or
- (iii) failed to act fairly in a procedural sense; or
- (iv) imposed a sanction that was so excessive or lenient as to be unreasonable.

## OFF FIELD MISCONDUCT - OFFENCES, PENALTIES AND ENQUIRIES

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- (c) any fresh evidence that the Appellant is seeking to introduce, together with reasons as to why this evidence is relevant, credible and was unavailable in the first instance;
  - (d) the Appellant's request for relief or remedy; and
  - (e) a deposit of £500 where the Appellant is a Club, or £250 where the Appellant is an individual (if the Notice of Appeal is sent by email a hard copy together with the appropriate deposit must be sent to the Professional Game Delivery Team by first class pre-paid post on the same day).
- D1:62 The time-limit for the receipt by the Professional Game Delivery Team (or Sport Resolutions as may be the case), and for the service by the Appellant on the Respondent of the Notice of Appeal shall be 14 days from the date of the written reasons for the decision from which the appeal is made or to be made.
- D1:63 The Off Field Operational Rules Appeals Tribunal shall be convened and shall meet as soon as practicable (if possible, no later than 28 days from the date of formation).
- D1:64 The Off Field Operational Rules Appeals Tribunal will be formed applying the same principles and procedures as apply to the formation of the Off Field Operational Rules Tribunal, save that it shall always consist of three tribunal members and no person appointed to sit on the Off Field Operational Rules Appeals Tribunal shall have taken part in any previous proceedings in relation to the matter, and if the Senior Operational Rules Tribunal Member shall have taken part in previous proceedings in relation to the matter then the Off Field Operational Rules Appeals Tribunal shall instead be chosen by another member of the Operational Rules Tribunal.
- D1:65 The Professional Game Delivery Team shall notify both the Appellant and the Respondent of the date, time, and venue of the hearing by giving at least 7 days' written notice.
- D1:66 The Off Field Operational Rules Appeals Tribunal may conduct the hearing in such manner as it considers appropriate, (including adjourning the hearing if it is in the interests of the parties and in the interests of justice to do so) and will have all of the same powers as the Off Field Operational Rules Tribunal set out above.
- D1:67 The appeal will be by way of review only and shall not be a de novo hearing (a re-hearing).
- D1:68 Each party shall have an equal opportunity to be heard and to put its case in the presence of every other party.
- D1:69 Each party shall have an adequate and equal opportunity to know in advance the issues in the appeal and to have access to all material documents and information.
- D1:70 New evidence will not usually be admitted unless the Off Field Operational Rules Appeals Tribunal is satisfied that it is clearly material and was not reasonably available to the party presenting it at the time of the hearing before the Off Field Operational Rules Tribunal.
- D1:71 The Off Field Operational Rules Appeals Tribunal may request that the parties submit written (or further written) submissions in advance of the hearing.

- D1:72 If the Appellant or the Respondent fails to submit any evidence, or fails to attend the hearing, the Off Field Operational Rules Appeals Tribunal may nevertheless proceed with the hearing and deliver its award.
- D1:73 The Off Field Operational Rules Appeals Tribunal shall have the power, if it thinks fit, to affirm, reverse, amend or otherwise vary (by way of substitution of sanction or otherwise) the decision of the Off Field Operational Rules Tribunal and may determine the amount of costs to be paid to or by the Appellant.
- D1:74 If an appeal by a Person Subject to the Operational Rules against whom a decision has been made is successful, any deposit he/she/it have paid shall be returned. Otherwise, the Off Field Operational Rules Appeals Tribunal shall determine whether the deposit should be forfeited or returned (in whole or in part) to the Appellant.
- D1:75 The decision of the Off Field Operational Rules Appeals Tribunal shall be final and binding and shall be communicated to all parties affected by its decision ordinarily within 48 hours. There shall be no further right of appeal.

#### **APPLICABLE LAW AND FINAL AND BINDING**

- D1:76 The seat of the arbitrations under these Operational Rules (in the case of this section D1, the Off Field Operational Rules Tribunal and the Off Field Operational Rules Appeals Tribunal) shall be Manchester, England, unless otherwise determined.
- D1:77 Procedurally, arbitrations under these Operational Rules shall be governed by the Arbitration Act 1996 (the "Act") unless otherwise determined by the relevant Operational Rules Tribunal or the Operational Appeals Tribunal, and shall incorporate all the provisions of the Act, and shall amount to a binding arbitration agreement (save that sections 44, 45 and 69 of the Act shall not apply).
- D1:78 The decision of the relevant Operational Rules Appeals Tribunal shall be final and binding, save where an appeal is not commenced, or there are no grounds for an appeal, in which case the decision of the relevant Operational Rules Tribunal shall be final and binding.
- D1:79 Each party to arbitrations under these Operational Rules and Persons Subject to the Operational Rules agrees that, by virtue of their membership of the RFL, they waive irrevocably their right to any form of challenge, claim, complaint, appeal, review or recourse (including in relation to any dispute arising out of or in connection with the validity of any Operational Rule(s)) to any court or other judicial authority, subject to any applicable statutory or other rights.
- D1:80 Substantively, arbitrations under these Operational Rules shall be decided in accordance with the laws of England and Wales unless otherwise agreed in writing by the parties or unless otherwise directed by the Tribunal.

#### **GENERAL**

- D1:81 If a party proceeds with an arbitration notwithstanding the fact that a provision of, or requirement under these Operational Rules has not been complied with without promptly stating its objection that party shall have waived its right to object.

## **POWERS OVER MATTERS NOT SET OUT IN OPERATIONAL RULES**

D1:82 Subject to the Memorandum and Articles of Association the Board and/or Operational Rules Tribunal and/or Operational Rules Appeals Tribunal shall also have the power to deal as they think fit with any Person Subject to the Operational Rules in respect of Off Field Misconduct and/or allegations of Off Field Misconduct or other matters not otherwise specified and/or provided for in these Operational Rules in accordance with the above procedures.

## **INTER CLUB DISPUTES**

D1:83 If there is any dispute or disagreement as to whether a matter is an Inter-club Case or an Off Field Misconduct matter, then any of the Parties or the Board may refer that question to the Compliance Manager for their decision. The Compliance Manager shall give the Parties (and, where appropriate, the Board) the opportunity to make written submissions before making a decision. The decision of the Compliance Manager shall be final and binding.

D1:84 The Compliance Manager shall not (save as set out in Section D1:83) have any role in Inter-club Cases.

D1:85 Inter-club Cases shall be heard by three members of the Off Field Operational Rules Tribunal selected in accordance with this Section D. Any party to an Inter-club Case may, by written notice to the Senior Operational Rules Tribunal Member, request that a single member of the Operational Rules Tribunal is appointed to give a preliminary ruling on whether there is a "case to answer" in any Inter-club Case. If such a request is made and it is decided that there is "no case to answer" then the dispute shall not be the subject of any further process. If it is decided that there is a "case to answer", it shall be heard by three members of the Operational Rules Tribunal as described above. The Senior Operational Rules Tribunal Member shall be responsible for the fair conduct of the case and shall have the power to direct the procedure to be followed by the parties.

## **SUPPLEMENTARY - INTER-CLUB CASES**

D1:86 The following shall apply to Inter-club Cases:

- (a) the Party referring the Case shall set out the issues in writing to the Professional Game Delivery Team who shall copy the document to each other party and the Senior Operational Rules Tribunal Member. Any other Party shall have 28 days thereafter in which to set out in writing its response to such issues;
- (b) the Senior Operational Rules Tribunal Member shall appoint a chairperson and two other members of the Operational Rules Tribunal upon expiry of the time for receipt of the response of the other party, or upon receipt of such response if earlier;
- (c) at such hearing, all parties may have legal representation;
- (d) the Off Field Operational Rules Tribunal shall hear representations from the parties, and shall thereafter act as conciliator and not as arbitrator in endeavouring to produce a negotiated solution to the dispute;
- (e) if and to the extent that the Operational Rules Tribunal is unsuccessful in resolving all issues in the dispute through conciliation within 28 days of

- appointment the Operational Rules Tribunal may, if both members and all Parties agree, make a non-binding recommendation for settlement;
- (f) if a recommendation is made it shall be set out in writing and shall become binding and a contract between the parties 28 days after its date unless the dispute is referred to arbitration under paragraph (g) below;
  - (g) if a conciliation fails to produce a full and final settlement; and
    - i. no recommendation is made; or
    - ii. a recommendation is made which any Party does not wish to accept,

then the parties may agree to refer the matter to arbitration with Sport Resolutions under such terms as they may agree.

#### **ALTERNATIVE DISPUTE RESOLUTION**

- D1:87 The provisions set out at D1:83 – D1:86 above shall not preclude the parties to any case or matter, where appropriate, agreeing to engage in alternative means of resolving a dispute.
- D1:88 The process described herein shall be suspended while any alternative dispute resolution procedure is in progress.

**SECTION D2**

**ON FIELD MISCONDUCT**

**SECTION D2 | ON FIELD MISCONDUCT**



**SECTION D2: DISCIPLINARY – ON FIELD**

The overriding objective of this Section D2 is to maintain and promote fair play on the field and to protect the welfare of Players, and other Persons Subject to the Operational Rules, who are involved in the Game, and to ensure that acts of On Field Misconduct and foul play are dealt with expeditiously and fairly, and so as to ensure that the image and reputation of the Game is not adversely affected.

Whilst the Compliance Manager has the power to deal with cases of Off Field Misconduct under Section D1 of the Operational Rules, no Person Subject to the Operational Rules shall be subject to a determination or decision more than once in relation to the same incident or allegation unless new evidence is available which was not available at the time of the first determination or decision. For the purposes of these Operational Rules the term "Super League Player" shall mean any player playing in a Super League Club's first team in any competition, the term "Other Player" shall mean any Player other than a Super League Player.

**ON FIELD MISCONDUCT PROCEDURES AND SENTENCING GUIDELINES**

D2:1 The On Field Misconduct Procedures and Sentencing Guidelines (the "**On Field Guidelines**") set out the process that will be followed and the sanctions that should be imposed in relation to any On Field Misconduct. In the event of a conflict between the On Field Guidelines and this Section D2 of the Operational Rules, the provisions of the Operational Rules shall take precedence.

**ROLE & POWERS OF MATCH REVIEW PANEL**

D2:2 The Board shall appoint a panel of individuals to form a Match Review Panel.

D2:3 In all Competitions, the Match Review Panel shall consider all potential On Field Misconduct which comes to their attention including, but not limited to: (a) as a result of any member of the Match Review Panel reviewing any Match; (b) reported by referees and/or touch judges; and/or (c) as a result of any complaints or allegations received in line with the provisions set out in D2:7.

D2:4 If a Match Official's report is not brought to the attention of the Match Review Panel before the appropriate Match Review Panel meeting, this will not prevent the Match Review Panel from dealing with and considering the matter in question as it sees fit.

D2:5 The Match Review Panel shall review each potential On Field Misconduct, and have the power to: (a) charge any Person Subject to the Operational Rules; (b) issue an Official Caution to any Person Subject to the Operational Rules; (c) dismiss the allegation of On Field Misconduct (and determine there is no case to answer); or (d) refer the matter to the Compliance Manager for further investigation pursuant to Section D1. The detailed processes in relation to each are set out in the On Field Guidelines.

*Visual Recorded Evidence to be submitted to the Match Review Panel*

D2:6 Recordings of all Matches shall be submitted by the home Club as detailed in the Match Day Operations Manual. Any home Club not submitting footage of a Match, in a suitable electronic format, in accordance with this provision or, where requested, not submitting footage in a suitable electronic format, in time to reach the appropriate hearing or meeting of the Match Review Panel, shall be liable to a fine.

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*Clubs bringing matters to Match Review Panel attention*

- D2:7 Clubs or other Persons Subject to the Operational Rules wishing to bring incidents from a game in which they were involved to the attention of the Match Review Panel must do so in writing to the Compliance Manager in line with the deadlines laid out in the On Field Sentencing Guidelines, save as otherwise directed by the RFL.
- D2:8 The Compliance Manager shall be entitled to send any notification (including any Notice of Charge) or other correspondence which, pursuant to the Operational Rules or On Field Guidelines they are required to send, to a Charged Person at the address of his/her Club, unless the Charged Person has notified the Compliance Manager, in writing, to the contrary and provided an alternative address for service. A Charged Person shall be deemed to receive any such notification or other correspondence on the date and at the time it is received by the Club.
- D2:9 The Compliance Manager shall be entitled to attend, and prosecute, before the On Field Operational Rules Tribunal (and before any subsequent On Field Operational Rules Appeals Tribunal).
- D2:10 In circumstances in which a Person Subject to the Operational Rules is, or is likely to be, subject to civil or criminal proceedings arising from the same or similar circumstances which are the subject of the investigation or the proceedings the Compliance Manager or Operational Rules Tribunal chairperson may determine whether or not the proceedings should proceed, or whether they should be stayed pending the outcome of the concurrent civil or criminal proceedings. In the event of the Compliance Manager making the decision, if the relevant Person Subject to the Operational Rules disagrees with the decision of the Compliance Manager, they may refer the matter to the On Field Operational Rules Tribunal for review.
- D2:11 If the matter is stayed, the Compliance Manager may seek from the On Field Operational Rules Tribunal an interim suspension order in relation to the Person Subject to the Operational Rules. The relevant Person Subject to the Operational Rules shall have the opportunity to make representations to the On Field Operational Rules Tribunal. There is no right of appeal with respect to the decision of the On Field Operational Rules Tribunal to impose an interim suspension order in these circumstances.

**ON FIELD OPERATIONAL RULES TRIBUNAL**

- D2:12 The On Field Operational Rules Tribunal shall consist of persons chosen from the Operational Rules Tribunal Panel by the Senior Operational Rules Tribunal Member and shall consist of three tribunal members, including a chairperson, who shall, if possible, be legally qualified or a retired lawyer, judge or legal practitioner. For the avoidance of doubt, the Senior Operational Rules Tribunal Panel Member may themselves sit as a tribunal member, as a member of the On Field Operational Rules Tribunal or as chairperson of the On Field Operational Rules Tribunal.
- D2:13 The On Field Operational Rules Tribunal may proceed with two tribunal members. In relation to the latter, the chairperson of the On Field Operational Rules Tribunal shall have the casting vote.
- D2:14 Each On Field Operational Rules Tribunal member shall be impartial, suitably qualified in relation to the matters to be determined, capable and shall not act as advocate for any party.

**ROLE & POWERS OF ON FIELD OPERATIONAL RULES TRIBUNAL**

- D2:15 The role of the On Field Operational Rules Tribunal shall be to adjudicate upon and determine all matters of alleged On Field Misconduct relating to a Player or other Persons Subject to the Operational Rules which are referred to it by the Match Review Panel.
- D2:16 The On Field Operational Rules Tribunal shall have power to sanction, suspend, ban from the touchline and/or from any Rugby League ground and/or fine any Player, or other Person Subject to the Operational Rules, who or which is/are found guilty of On Field Misconduct and shall, when adjudicating, take into consideration any matter of relevance, and in particular the nature of the offence and, when determining any sanction, any previous disciplinary record.
- D2:17 In addition, the On Field Operational Rules Tribunal shall have the following (non-exhaustive) list of powers:
- (a) to allow any party to amend its written case and/or to submit further evidence, subject to the other relevant provisions in Section D2 and the On Field Sentencing Guidelines;
  - (b) to extend or abbreviate any time-limit;
  - (c) to conduct enquiries;
  - (d) to order any party to make any property under its control available for inspection;
  - (e) to order any third party, or Person subject to the Operational Rules, to disclose any documents or materials within their power, possession, custody and/or control which shall, in the reasonable opinion of the On Field Operational Rules Tribunal, be of assistance;
  - (f) request the following third parties to attend the hearing, or alternatively provide written or oral statements in advance of such hearing: (i) solicitors and barristers; (ii) expert witnesses and advisors; and (iii) any other third parties, provided that such attendance or provision of statements shall, in the reasonable opinion of the On Field Operational Rules Tribunal, be of assistance;
  - (g) require any Person Subject to the Operational Rules to attend the hearing as a witness, or provide a written or oral witness statement, provided that such attendance or provision of witness statement shall, in the reasonable opinion of the On Field Operational Rules Tribunal, be of assistance;
  - (h) to decide which rules of evidence on admissibility, relevance and/or weight shall apply, subject to the other relevant provisions in Section D2 and the On Field Sentencing Guidelines;
  - (i) to dismiss a Charge, or to proceed in the absence of one or more of the parties, in the event of a failure to comply with any directions;

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- (j) to consolidate proceedings subject to the consent in writing of all the parties concerned;
  - (k) to join any other party to the proceedings on the application of a party (or a third party), subject to the consent in writing of such third party;
  - (l) to adjourn a hearing if thought necessary in the interests of justice;
  - (m) to order on an interim basis, subject to final determination in a decision and/or award, any relief or remedy which the On Field Operational Rules Tribunal would have the power to grant in a final decision, including a provisional order for security for costs, any deposit, the payment of any other money, an order that a party does or refrain from doing anything, and/or in any appeal, staying execution of the decision.

## ON FIELD OPERATIONAL RULES TRIBUNAL HEARINGS

### *Jurisdiction*

- D2:18 The On Field Operational Rules Tribunal may decide on its own jurisdiction, including whether the On Field Operational Rules Tribunal is properly constituted, what matters have been submitted and any objections with respect to the validity or existence of the arbitration agreement (i.e., the agreement to submit the matter to determination by arbitration). For that purpose, the arbitration agreement, to which parties who are subject to proceedings before the On Field Operational Rules Tribunal (and the On Field Operational Rules Appeals Tribunal) are bound shall be treated as an agreement independent of the other Operational Rules. If the Operational Rules Tribunal (or the Operational Rules Appeals Tribunal) decides that any of the Operational Rules are invalid or otherwise unenforceable this shall not prejudice the validity of the arbitration clause.

### *Regularity of hearings*

- D2:19 The On Field Operational Rules Tribunal shall normally meet (if required) via online video conferencing platform each Tuesday but may at its discretion meet at an alternative time and place.
- D2:20 Super League Players whose conduct has been referred to the On Field Operational Rules Tribunal will be dealt with at the next immediate meeting following the alleged offence, unless the /alleged offence occurs the day before a meeting, in which case it will be dealt with at the subsequent meeting or on the date set by the Operational Rules Tribunal, or as otherwise directed by the RFL. However, Other Players or other Persons Subject to the Operational Rules whose conduct is referred during the 7 days prior to any meeting shall normally be dealt with on the second Tuesday following the alleged offence save in the case of Matches in the last round of the Championship Regular Season, the League 1 Regular Season, the Academy Regular Season, the Reserves Regular Season and all Play Off Matches when the case will usually be heard by the On Field Operational Rules Tribunal on the Tuesday immediately following the alleged offence, or as otherwise directed by the RFL.
- D2:21 Clubs shall be responsible for informing Charged Persons registered with or representing that Club of the times, subject matter and venues of the On Field Operational Rules Tribunal hearings in which the Charged Person(s) is/are involved.

**CONDUCT OF PROCEEDINGS**

- D2:22 The On Field Operational Rules Tribunal shall conduct the proceedings in such manner as it considers fit and may follow any procedure agreed by the parties if it is in the On Field Operational Rules Tribunal's opinion reasonably practicable so to do.
- D2:23 The On Field Operational Rules Tribunal shall act in accordance with this Section D2, the On Field Sentencing Guidelines and any other applicable regulations.
- D2:24 The On Field Operational Rules Tribunal may proceed in an expedited manner for which it shall issue appropriate directions.
- D2:25 Any decision of the On Field Operational Rules Tribunal in relation to the conduct of the proceedings shall be consistent with its duties at all times to act fairly and impartially, to allow the parties reasonable opportunity to put their respective cases, and to deal with that of their opponent, and to avoid unnecessary delay or expense, so as to provide a fair and efficient means for resolving the dispute.

**EVIDENCE & APPEARANCES**

- D2:26 The On Field Operational Rules Tribunal shall not be obliged to follow strict rules of evidence.
- D2:27 It may admit such evidence as it thinks fit and accord such evidence such weight as it thinks appropriate in all circumstances, subject to the other relevant provisions in Section D2 and the On Field Sentencing Guidelines.

*Written Evidence*

- D2:28 The On Field Operational Rules Tribunal and the parties (via the Professional Game Delivery Team) shall receive a copy of all reports received by the Match Review Panel from Match Officials and a copy of the Charge.
- D2:29 The On Field Operational Rules Tribunal shall be entitled to call for a matter to be investigated by a Compliance Investigator, who shall forward a report to the On Field Operational Rules Tribunal, the Compliance Manager and the Charged Person via the Professional Game Delivery Team.
- D2:30 Any letter, set of submissions or written evidence provided by a Charged Person in their defence shall be considered by the On Field Operational Rules Tribunal provided it is received by the Professional Game Delivery Team by 3 pm on the day of the hearing.

*Visual Recorded Evidence*

- D2:31 Any additional footage, including photographs, of the incident which is being considered may be put forward as evidence provided that the Charged Person has notified the Professional Game Delivery Team that he intends to do so by 12.00 noon on the day of the relevant On Field Operational Rules Tribunal hearing. Such footage shall then be considered by the On Field Operational Rules Tribunal provided it is received by the Professional Game Delivery Team by 2 pm on the day of the hearing.

D2:32 If requested, the Charged Person must inform the On Field Operational Rules Tribunal (via the Professional Game Delivery Team) of the source of any recording to be offered in evidence, and forward to the On Field Operational Rules Tribunal (via the Professional Game Delivery Team) a statement signed by a responsible officer of the company, organisation or Club which originated/created the recording, attesting that the recording is a complete, authentic, unedited and unabridged version of the incident leading to the charge. Recordings, including videos and/or photos, of other incidents in the game or other games will not be admitted as evidence other than in accordance with the On Field Sentencing Guidelines.

#### *Personal Appearances*

D2:33 Alternatively, or in addition to providing written evidence, a Charged Person may appear personally before the On Field Operational Rules Tribunal (or may nominate someone to attend on their behalf) or may make representations by telephone, provided he notifies the Professional Game Delivery Team in writing, or by telephone, of their intention to do so by 12.00 noon on the day of the hearing (and provided that, in the case of representations by telephone, he provides a number on which he can be contacted for the period of time stipulated by the On Field Operational Rules Tribunal).

D2:34 A Charged Person may be accompanied by a legal representative, and/or such other representatives, as are relevant and necessary provided that he notifies the Professional Game Delivery Team that he intends to bring such representative(s), and the identity of such representative(s), by 12.00 noon on the day of the relevant On Field Operational Rules Tribunal hearing.

D2:35 A Charged Person, who appears before the On Field Operational Rules Tribunal, may have their nominee or their representatives speak on their behalf.

D2:36 If a Charged Person wishes to appear before the On Field Operational Rules Tribunal, or make telephone representations, but then finds that he is unable to do so, or if any nominee or representative fails to attend, the On Field Operational Rules Tribunal may proceed with the hearing and deliver its award/decision. The On Field Operational Rules Tribunal may, however, refer the matter to a subsequent hearing if the On Field Operational Rules Tribunal is satisfied, in its discretion, that there was good and genuine reason for the failure and it is in the interests of the parties to defer the matter.

#### *Witnesses*

D2:37 Either the Compliance Manager, and/or the Charged Person, may request that the Match Official submitting a report on a Charged Person's alleged On Field Misconduct attend the meeting, either in person or via telecommunications, provided that such request is received by the Professional Game Delivery Team by 12.00 noon on the day of the On Field Operational Rules Tribunal, and written reasons for such request are provided. The On Field Operational Rules Tribunal will decide whether the Match Official should attend.

D2:38 Either the Compliance Manager, and/or the Charged Person, may call witnesses provided that they notify the Professional Game Delivery Team of their intention to do so (and the identity of such witnesses) by 12.00 noon on the day of the On Field Operational Rules Tribunal. Each party shall disclose the subject matter and content of the evidence, usually in the form of a statement, on which each such witness will be relying, and how that evidence relates to the points at issue.

- D2:39 The non-attendance of witnesses shall not entitle the Compliance Manager, or the Charged Person, to have the hearing deferred unless the On Field Operational Rules Tribunal, in its sole discretion, agrees to such request.
- D2:40 The On Field Operational Rules Tribunal shall itself have the right to require further evidence from any Player, or any Person Subject to the Operational Rules, and shall be entitled to call witnesses.
- D2:41 The On Field Operational Rules Tribunal may itself question a witness, at any stage, and shall control the questioning of a witness by the other parties
- D2:42 To the extent that any witnesses are children or are deemed vulnerable, their involvement in the hearing shall be subject to the RFL policy on child and vulnerable witnesses as in force from time to time.

*Decisions*

- D2:43 The decision and/or award of the On Field Operational Rules Tribunal shall be handed down verbally stating the reasons on which it is based. The decision will then be documented by a secretary appointed by the Professional Game Delivery Team.
- D2:44 Where there are three tribunal members, the On Field Operational Rules Tribunal shall decide on any issue by a majority, and if the On Field Operational Rules Tribunal fails to reach a majority decision on any issue (or if the tribunal is two in number), the decision of the chairperson of the On Field Operational Rules Tribunal shall be final.
- D2:45 The chairperson of the On Field Operational Rules Tribunal shall arrange for the decision and/or award to be delivered to the parties and the Professional Game Delivery Team.

**COMMUNICATIONS**

- D2:46 The parties and the On Field Operations Tribunal shall where possible communicate through the Professional Game Delivery Team.
- D2:47 Communication may take place directly between the On Field Operational Rules Tribunal and the parties, with copies of all correspondence and documents to be sent at the same time to the Professional Game Delivery Team if it is considered to be in the interests of the parties and the efficient disposal of the matter to do so.

**PUBLISHING DECISIONS**

- D2:48 Subject to D2:49, the parties, the Professional Game Delivery Team, the Senior Operational Rules Tribunal Member and the On Field Operational Rules Tribunal undertake to keep confidential all documents and any other materials produced for the purpose of the tribunal by any party to the tribunal except to the extent that disclosure may be required by a legal duty, to pursue or protect a legal right, to enforce or challenge an award in bona fide legal proceedings or that such documents may already be in the public domain (otherwise than in breach of this undertaking).
- D2:49 The RFL shall have discretion on the publication of the outcome and/or written decision of any On Field Operational Rules Tribunal or On Field Operational Rules Appeals Tribunal. Any party to and other persons involved in proceedings before the On Field Operational Rules Tribunal or On Field Operational Rules Appeals Tribunal, for the Operational Rules 2025 – Section D2 – Disciplinary – On-Field

avoidance of doubt, including witnesses, shall be deemed to have consented to publication in the media of a decision made by the On Field Operational Rules Tribunal or On Field Operational Rules Appeals Tribunal, whether the same shall, or shall not, reflect on the character or conduct of the parties or their representatives.

- D2:50 Any party to (or involved in) proceedings, for the avoidance of doubt, including witnesses, each agrees to waive any rights it may have to bring a claim, of whatever nature, against the following (non-exhaustive) list of parties: the RFL (and any employee or representative of RFL); and/or the Board (or individual directors); and/or the Match Review Panel (or individual members of the Match Review Panel); and/or the Operational Rules Tribunal; and/or Operational Rules Appeals Tribunal (or members of any Operational Rules (Appeals) Tribunal) (including the Senior Operational Rules Tribunal Panel Member) and/ or Sport Resolutions or any employee or representative of Sports Resolutions (if applicable).

## SANCTIONS

- D2:51 Suspensions and sanctions imposed by the On Field Operational Rules Tribunal shall be at the discretion of the On Field Operational Rules Tribunal, and shall be consistent with the On Field Sentencing Guidelines as published from time to time.
- D2:52 Suspensions will take effect from the day following the hearing at which the suspension was imposed, or the day on which any Penalty Notice challenge would have been heard if applicable, except in the case of a period or permanent suspensions, which shall take effect immediately. In the event that a Player is found guilty of more than one offence of On Field Misconduct, any suspensions imposed shall run consecutively (unless otherwise specified by the On Field Operational Rules Tribunal).
- D2:53 The following Matches shall count towards a Player's, or Person Subject to the Operational Rules' suspension, provided that he is otherwise eligible to play in the Matches concerned, and provided that these Operational Rules do not otherwise exclude the Player or Person Subject to the Operational Rules' from counting these Matches:
- (a) Representative Matches in which the suspended Player has been selected to play or be part of the squad. For this purpose, "squad" means those Players selected to be on duty for a particular Representative Match or to be part of the official playing party for a Representative Match, tournament or tour;
  - (b) All games in Competitions in which Clubs are expected to field their first teams with the exception of Nines or other similar tournaments in which case the RFL will publish the disciplinary rules and their interpretation in the context of this Operational Rule in advance of the competition;
  - (c) One Academy or Reserve team or Community Game tiers 4 to 6 match or in relation to French Clubs only, one match in the French Elite Competition played over a weekend (Friday, Saturday, Sunday) during which the Player's Club has no first team Match (except see D2:54 below); and
  - (d) Two pre-season (warm up) Matches which have been sanctioned by the RFL; but

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- (e) In the case of an Academy, Reserve or Scholarship Player, one match played over a weekend (Friday, Saturday, Sunday) during which the Player's Club has no Match at that level and is eligible to play in that match (except see D2:54 below);

D2:54 Unless otherwise agreed by the On Field Operational Rules Tribunal, the following Matches shall not count towards a Player's suspension:

- (a) Academy or Reserve team Matches played mid-week (Monday to Thursday inclusive). When a Club, as a matter of policy and with the sanction of the relevant Committee plays its Academy or Reserve team Matches in mid-week, and that Club has no first team Match played on Friday, Saturday, Sunday or Monday following that mid-week date, then the Academy or Reserve team Match played in mid-week will count towards a Player's suspension;
- (b) Those Matches which are classed by the On Field Operational Rules Tribunal as friendly, pre-season or warm up Matches other than the two Matches included pursuant to D2:53 (d) above;
- (c)
- (d) Matches played in limited age competitions unless the Player is eligible to play by age (i.e. is not an overage player) or unless the relevant Misconduct occurred at that level of competition.
- (e) Any postponed, abandoned, cancelled or forfeited match.

Level offence occurred at?	Which Matches count towards the suspension?			
	First Team	Academy	Scholarship	Reserve
First	Yes	Yes <sup>1</sup>	No	Yes <sup>1</sup>
Academy	Yes <sup>2</sup>	Yes	No	Yes
Reserve	Yes <sup>2</sup>	Yes	No	Yes
Scholarship	No	No	Yes	No

<sup>1</sup> – If the offence occurred a first team level a Player may only elect to count an Academy or Reserve Match towards their suspension in the event there is no first team match on that same weekend and provided that he is eligible to compete in that competition.

<sup>2</sup> - If the offence occurred at Academy or Reserve level a Player may only elect to count a first team Match towards their suspension in the event there is no Academy or Reserve match on the same weekend and providing that he has previously played at least one First team Match (excluding warm-up matches).

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- D2:55 If a Player is suspended for a stated number of Matches or is given a period or permanent suspension, the suspended Player shall not play or participate in any capacity in any game or enter the pitch, bench or surrounding area in any capacity until their suspension has been served unless approval for them to do so is given in writing by the On Field Operational Rules Tribunal. If a Person Subject to the Operational Rules is suspended from the touchline, they shall not enter the pitch, bench or surrounding area in any capacity including as a Player in accordance with D2:61.
- D2:56 If a Player is suspended from playing in a Match, they shall not play in any other Match in the same Weekend but no more than one Match in any one Weekend shall count towards a Player's suspension. Only Matches played with the same Club or in the same division as that in which the offence occurred shall count towards any suspension unless otherwise agreed in writing by the On Field Operational Rules Tribunal, or provided for herein. For the avoidance of doubt, players with "Dual Registration" may only count Matches played with the same Club or in the same league as that in which the offence occurred towards any suspension and may only count one match each Weekend, unless otherwise agreed in writing by the On Field Operational Rules Tribunal.
- D2:57 A Player who plays in a Non-Competitive Match whilst still under suspension without the prior approval of the On Field Operational Rules Tribunal shall be guilty of an offence and shall be dealt with as the On Field Operational Rules Tribunal may think fit, which may include reference to the Compliance Manager to be dealt with under Section D1.
- D2:58 A Club which selects a Player to participate in a Match whilst that Player is still under suspension or which allows any other Person Subject to the Operational Rules who is subject to a touchline ban to enter the pitch, bench or surrounding area in any capacity shall be guilty of an offence and shall be dealt with as the On Field Operational Rules Tribunal may think fit, which may include reference to the Compliance Manager to be dealt with under Section D1.
- D2:59 If a Player is fined and/or ordered to pay costs he shall not be permitted to play in any Match until the fine and/or costs are paid unless given written approval to do so by the On Field Operational Rules Tribunal. It is the responsibility of the Player to pay their fine and/or costs to the RFL. A Player who plays before paying their fine and/or costs will be guilty of Misconduct and liable for further sanction as the On Field Operational Rules Tribunal may think fit, which may include reference to the Compliance Manager to be dealt with under Section D1.
- D2:60 A Club which selects a Player who has not paid their fine and/or costs shall be liable to be fined in respect of each offence, the amount of the fine to be determined by the On Field Operational Rules Tribunal.
- D2:61 All Rules applying to a suspension from playing shall equally apply to a touchline ban. A Person Subject to the Operational Rules issued with a touchline ban shall not be permitted to play or participate in any capacity in any Match during the period of suspension from the period 60 minutes prior to kick-off and ending 60 minutes after the end of the Match. Without limitation, during this period such individual shall not be permitted to access the dressing rooms, tunnel, pitch, bench or surrounding areas and shall not be permitted to utilise any communication equipment or other method to communicate with any playing or non-playing personnel participating in the Match.

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**APPEALS**

- D2:62 The Compliance Manager, as a prosecutor, and/or a Charged Person who has been sanctioned, suspended and/or fined or otherwise dealt with by the On Field Operational Rules Tribunal shall be entitled to appeal the decision of the On Field Operational Rules Tribunal to the On Field Operational Rules Appeals Tribunal. The parties shall be referred to as Appellant or Respondent accordingly.
- D2:63 The only grounds for appeal are that the Operational Rules Tribunal:
- i) came to a decision to which no reasonable body could have come; or
  - ii) made an error of law in reaching its decision; or
  - iii) failed to act fairly in a procedural sense; or
  - iv) the sanction imposed was so excessive or lenient as to be unreasonable.
- D2:64 The On Field Operational Rules Appeals Tribunal shall consist of persons chosen from the Operational Rules Tribunal Panel and shall not include any member of the original On Field Operational Rules Tribunal and shall, where possible, consist of three tribunal members, including a chairperson, who shall, where possible, be legally qualified or a retired lawyer, judge or legal practitioner.
- D2:65 For the avoidance of doubt, the On Field Operational Rules Appeals Tribunal may proceed with two tribunal members. In relation to the latter, the chairperson of the On Field Operational Rules Appeals Tribunal shall have the casting vote.
- D2:66 Each On Field Operational Rules Appeals Tribunal member shall be impartial, suitably qualified in relation to the matters to be determined, capable and shall not act as advocate for any party.

*Appeal Procedure*

- D2:67 An appeal to the On Field Operational Rules Appeals Tribunal shall be submitted in writing (a "Notice of Appeal"), stating details of, and where available a copy of, the decision to be appealed; the grounds for the appeal; and the Appellant's request for relief or remedy. The issue of whether or not the grounds for appeal are valid may be dealt with as a preliminary matter either at the scheduled hearing of the On Field Operational Rules Appeals Tribunal or prior to any hearing by the chairperson of the On Field Operational Rules Appeals Tribunal.
- D2:68 The Notice of Appeal must also enclose any fresh evidence which the Appellant seeks to introduce, together with reasons as to why this evidence is relevant, credible and was unavailable in the first instance.
- D2:69 The Notice of Appeal shall be addressed to the Professional Game Delivery Team and must be received within 7 days of the date of the decision from which the appeal is to be made.

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- D2:70 Any appeal by a Charged Person must also be accompanied by a deposit of (i) £500 in the case of Super League Players; and (ii) £250 in the case of all other professional Players, which (or any part of it) may be forfeited, or returned, at the discretion of the On Field Operational Rules Appeals Tribunal. In addition, the On Field Operational Rules Appeals Tribunal may, upon hearing an appeal, make such order for the payment of costs as it thinks fit.
- D2:71 All appeals should be heard on the earliest practicable day after the Notice of Appeal has been received by the Professional Game Delivery Team.
- D2:72 A Charged Person who is suspended by the On Field Operational Rules Tribunal shall not be permitted to play in any Match (or otherwise act contrary to the On Field Operational Rules Tribunal decision) until their appeal has been disposed of.
- D2:73 Any Charged Person who wishes their appeal to be heard within twenty-four hours of a sanction being imposed shall notify the Professional Game Delivery Team by telephone no later than 11.00 am on the morning following their original hearing, in which case the chairperson of the On Field Operational Rules Appeals Tribunal shall assess the practicalities of bringing forward the hearing and altering the directions accordingly, bearing in mind the objective of a fair hearing. For the avoidance of doubt, any such request is at the discretion of the On Field Operational Rules Appeals Tribunal, and it shall not be obliged to accede to such a request if impractical.
- D2:74 Both the Appellant and the Respondent may be accompanied by a legal or other representative who shall be entitled to address the On Field Operational Rules Tribunal on behalf of the Appellant or Respondent.
- D2:75 An appeal shall be heard by way of review and shall not be a de novo hearing.
- D2:76 The On Field Operational Rules Appeals Tribunal shall have all of the same powers as the On Field Operational Rules Tribunal in relation to evidence, experts, witnesses and conduct of proceedings, as well as the power to:
- (a) dismiss the appeal;
  - (b) quash a sanction or finding;
  - (c) remit the matter for rehearing;
  - (d) substitute an alternative finding or sanction;
  - (e) reduce or increase the original sanction; or
  - (f) make such orders as it considers appropriate

Fresh evidence shall be only presented to the On Field Operational Rules Appeals Tribunal with its leave. Leave shall only be given if the evidence is both relevant and credible, and if it was not available at the time of the original hearing. Ordinarily leave will only be given for fresh evidence if it is set out and attached to the Notice of Appeal.

**APPLICABLE LAW AND FINAL AND BINDING**

- D2:77 The seat of arbitrations under these Operational Rules (in the case of this section D2, the On Field Operational Rules Tribunal and the On Field Operational Rules Appeals Tribunal) shall be Manchester, England, unless otherwise determined.
- D2:78 Procedurally, arbitrations under these Operational Rules shall be governed by the Arbitration Act 1996 (the "Act") unless otherwise determined by the relevant Operational Rules Tribunal or the relevant Operational Appeals Tribunal, and shall incorporate all the provisions of the Act, and shall amount to a binding arbitration agreement (save that sections 44, 45 and 69 of the Act shall not apply).
- D2:79 The decision of the relevant Operational Rules Appeals Tribunal shall be final and binding, save where an appeal is not commenced, or there are no grounds for an appeal, in which case the decision of the relevant Operational Rules Tribunal shall be final and binding.
- D2:80 Each party to arbitrations under these Operational Rules and Persons Subject to the Operational Rules agrees that, by virtue of their membership of the RFL, they waive irrevocably their right to any form of challenge, claim, complaint, appeal, review or recourse (including in relation to any dispute arising out of or in connection with the validity of any Operational Rule(s)) to any court or other judicial authority, subject to any applicable statutory or other rights.
- D2:81 Substantively, arbitrations under these Operational Rules shall be decided in accordance with the laws of England and Wales unless otherwise agreed in writing by the parties or unless otherwise directed by the Tribunal.

**GENERAL**

- D2:82 If a party proceeds with an arbitration notwithstanding the fact that a provision of, or requirement under these Operational Rules has not been complied with promptly stating its objection that party shall have waived its right to object.

**SECTION D3**

# **ANTI DOPING RULES**

**SECTION D3 | ANTI DOPING RULES**



## **The 2021 UK Anti-Doping Rules**

(Version 1.0, in effect as from 1 January 2021)

These UK Anti-Doping Rules are in force at the date of printing. UKAD have confirmed up to date Rules will be distributed in due course. Once the updated Rules are available these will be provided to all Persons Subject to the Operational Rules and will take precedence over the Rules contained with these Operational Rules.

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# The 2021 UK Anti-Doping Rules

(Version 1.0, in effect as from 1 January 2021)

## Article 1: Scope and Application

### 1.1 Introduction

- 1.1.1 These 2021 UK Anti-Doping Rules (as amended from time to time, the "**Rules**") are intended to implement the World Anti-Doping Code (the "**Code**") and its supporting International Standards (each as amended from time to time) in the United Kingdom. They also acknowledge the Athletes' Anti-Doping Rights Act referenced in Code Article 20.7.7, which compiles in one place the rights of Athletes that are specifically identified in the Code and the International Standards.
- 1.1.2 These Rules are issued pursuant to the UK National Anti-Doping Policy. They apply to UKAD in its capacity as the National Anti-Doping Organisation for the United Kingdom. In addition, they are intended to be adopted and incorporated into the rulebook of sports organisations that serve as the national governing body for a sport and/or the ruling body for a sports event in the United Kingdom (the "**NGB**").
- 1.1.3 Where an NGB resolves to adopt the UK Anti-Doping Rules, it shall be deemed to have incorporated these Rules into its rulebook as if it had set them out in full therein, and to have authorised UKAD to exercise the powers and discharge the responsibilities given to UKAD in the Rules in relation to the NGB's sport and/or event(s).
- 1.1.4 Defined terms used in these Rules (denoted with initial capital letters: e.g. Athlete Support Personnel) have the meaning given to them in Appendix 1 to these Rules.

### 1.2 Application

- 1.2.1 These Rules shall apply to:
- (a) UKAD, including its board members, directors, officers, and those of its employees who are involved in any aspect of Doping Control on behalf of UKAD, as well as its Delegated Third Parties and their employees who are involved in any aspect of Doping Control on behalf of UKAD;
  - (b) all Athletes (including International-Level Athletes) and Athlete Support Personnel who are members of the NGB and/or of the NGB's members or affiliate organisations or licensees (including any clubs, teams, associations or leagues) or otherwise under the jurisdiction of the NGB (including Recreational Athletes);
  - (c) all Athletes (including International-Level Athletes) and Athlete Support Personnel participating in such capacity in Events, Competitions, and other activities organised, convened, authorised or recognised by the NGB or any of its members or affiliate organisations or licensees (including any clubs, teams, associations or leagues), wherever held;

(d) any other Athlete (including International-Level Athletes) or Athlete Support Person or other Person who, by virtue of a contractual arrangement or otherwise, is subject to the authority of the NGB for purposes of anti-doping; and

(e) any other Person over whom the Code gives UKAD authority;

whether or not such person is a citizen of or resident in the United Kingdom.

1.2.2 Each of the persons described in Article 1.2.1 shall be deemed to agree, as a condition of their participation in the activities described in that Article:

(a) to be bound by and to comply strictly with these Rules;

(b) to submit to the authority of the NGB and UKAD to apply and enforce these Rules;

(c) to provide all requested assistance to the NGB and UKAD (as applicable) in the application and enforcement of these Rules, including (without limitation) cooperating fully with any investigation, Results Management, and/or proceedings conducted pursuant to these Rules in relation to any potential Anti-Doping Rule Violation(s);

(d) to submit to the exclusive jurisdiction of any NADP first instance tribunal convened under these Rules to hear and determine charges and related issues arising under these Rules;

(e) to submit to the exclusive jurisdiction of any NADP appeal tribunal and/or CAS panel convened under these Rules to hear and determine appeals made pursuant to these Rules; and

(f) further to Article 16, not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submission to the jurisdiction of the NADP first instance tribunal, the NADP appeal tribunal, and CAS.

1.2.3 It is acknowledged that certain Athletes and other Persons who are subject to the authority of the NGB may also be subject to the anti-doping rules of other Anti-Doping Organisations, including (in the case of International-Level Athletes) their International Federation, and that the same conduct of such Athletes and other Persons may engage not only these Rules but also the rules of such other Anti-Doping Organisations. These Rules are not intended to limit the responsibilities of any Athlete or other Person under such other rules. The jurisdictional and other issues arising when the same conduct engages these Rules and such other rules shall be resolved in accordance with the Code.

1.2.4 Where the rules of the International Federation require the NGB to take action at the national level against an Athlete or other Person in respect of an alleged Anti-Doping Rule Violation, such action shall be taken by UKAD in accordance with these Rules.

- 1.2.5 For the avoidance of doubt, nothing in these Rules shall be interpreted as limiting the rights, functions and obligations of UKAD as a Signatory to the Code. Nothing in the Rules prevents UKAD from undertaking Doping Control, investigations, Results Management, and/or any other Anti-Doping Activities in accordance with any agreement or arrangement with any other Anti-Doping Organisation, International Federation, or other Code Signatory, or in accordance with any right or obligation arising under the Code (including without limitation the right under the Code to conduct Testing of athletes from other jurisdictions when they are present in the United Kingdom).

### 1.3 **Core responsibilities under these Rules**

- 1.3.1 It is the personal responsibility of each Athlete:

- (a) to acquaint themselves, and to ensure that each Person (including medical personnel) from whom they take advice is acquainted, with all of the requirements of these Rules, including (without limitation) being aware of what constitutes an Anti-Doping Rule Violation and of the substances and methods that have been included on the Prohibited List;
- (b) to comply with these Rules in all respects at all times;
- (c) to take full responsibility for what they Use;
- (d) to carry out research regarding any products or substances which they intend to Use (prior to such Use) to ensure that Using them will not constitute or result in an Anti-Doping Rule Violation. Such research shall, at a minimum, include a reasonable internet search of:
  - i) the name of the product or substance;
  - ii) the ingredients/substances listed on the product or substance label; and
  - iii) other related information revealed through research of points (i) and (ii);
- (e) to ensure that any medical treatment they receive does not infringe these Rules;
- (f) to make themselves available for Testing at all times upon request, whether In-Competition or Out-of-Competition;
- (g) when included in a Registered Testing Pool or the Domestic Testing Pool, to provide accurate and up-to-date whereabouts information for purposes of Testing;
- (h) to disclose to UKAD and to their International Federation any decision (whether by a Signatory or a non-Signatory) that the Athlete infringed anti-doping rules within the previous ten (10) years;

- (i) to disclose the identity of their Athlete Support Personnel upon request to UKAD and/or any other Anti-Doping Organisation with authority over them; and
- (j) to cooperate fully with UKAD and any other Anti-Doping Organisation conducting investigations into possible Anti-Doping Rule Violations.

1.3.2 It is the personal responsibility of each Athlete Support Person:

- (a) to acquaint themselves with all of the requirements of these Rules, including (without limitation) being aware of what constitutes an Anti-Doping Rule Violation and the substances and methods that have been included on the Prohibited List;
- (b) to comply with these Rules in all respects at all times;
- (c) not to Use or Possess any Prohibited Substance or Prohibited Method without valid justification. An Athlete Support Person or other Person who Uses or Possesses a Prohibited Substance or Prohibited Method without valid justification may not provide support to any Athlete;
- (d) to cooperate with Testing;
- (e) to use their influence to foster anti-doping attitudes among Athletes and other Persons;
- (f) to disclose to UKAD and to their International Federation any decision (whether by a Signatory or non-Signatory) that they infringed anti-doping rules within the previous ten (10) years; and
- (g) to cooperate fully with UKAD and any other Anti-Doping Organisation conducting investigations into possible Anti-Doping Rule Violations.

1.3.3 It is the personal responsibility of each other Person:

- (a) to acquaint themselves with all of the requirements of these Rules, including (without limitation) being aware of what constitutes an Anti-Doping Rule Violation and the substances and methods that have been included on the Prohibited List;
- (b) to comply with these Rules in all respects at all times, to the extent the Rules impose obligations on them;
- (c) to disclose to UKAD and to their International Federation any decision (whether by a Signatory or non-Signatory) that they infringed anti-doping rules within the previous ten (10) years; and
- (d) to cooperate fully with UKAD and any other Anti-Doping Organisation conducting investigations into possible Anti-Doping Rule Violations.

- 1.3.4 It is the responsibility of UKAD to act as the National Anti-Doping Organisation for the United Kingdom, with the roles and responsibilities set out in Code Article 20.5, including:
- (a) acting as the Results Management Authority under these Rules;
  - (b) exercising the powers and discharging the responsibilities given to it in the UK National Anti-Doping Policy and in these Rules;
  - (c) being independent in its operational decisions and activities from sport and government, including (without limitation) prohibiting any involvement in its operational decisions and activities by any Person who is at the same time involved in the management or operations of any International Federation, the NGB or other National Federation, Major Event Organisation, National Olympic Committee, National Paralympic Committee, or government department with responsibility for sport or anti-doping;
  - (d) being the authority on anti-doping Education within the UK, and planning, implementing, evaluating and promoting anti-doping education in line with the requirements of the International Standard for Education;
  - (e) conducting all aspects of Doping Control under these Rules. If UKAD delegates any aspect of Doping Control or anti-doping education to a Delegated Third Party, UKAD will require the Delegated Third Party to perform those delegated aspects in compliance with the Code, the International Standards, and these Rules. UKAD will remain fully responsible for such compliance;
  - (f) ensuring that its board members, directors, officers, and its employees who are involved in any aspect of Doping Control, as well as its Delegated Third Parties and their employees who are involved in any aspect of Doping Control, acknowledge and agree to be bound by and to comply with these Rules;
  - (g) not knowingly employing a Person in any position involving Doping Control (other than authorised anti-doping education or rehabilitation programmes) who is serving a Provisional Suspension or a period of Ineligibility or, if not subject to the Code, has directly and intentionally engaged in conduct within the previous six (6) years that would have constituted an Anti-Doping Rule Violation if these Rules had been applicable to such Person;
  - (h) cooperating fully with WADA in connection with investigations conducted by WADA pursuant to Code Article 20.7.14; and
  - (i) reporting to WADA on UKAD's compliance with the Code and the International Standards in accordance with Code Article 24.1.2.
- 1.3.5 It is the responsibility of the NGB:
- (a) to exercise the powers and discharge the responsibilities given to it in the UK National Anti-Doping Policy and in these Rules; and

- (b) to use its influence to foster anti-doping attitudes among Athletes and other Persons.

#### 1.4 Retirement

1.4.1 Each Athlete will continue to be bound by and required to comply with these Rules unless and until they are deemed under the NGB's rules to have retired from the sport so that they are no longer subject to the NGB's authority.

1.4.2 Where an Athlete is in the National Registered Testing Pool or Domestic Testing Pool at the time of such retirement, they must also send written notice to UKAD of such retirement in order for it to be effective.

1.4.3 Subject to Article 1.4.4, an Athlete in the National Registered Testing Pool or the Domestic Testing Pool who has given notice of retirement in accordance with Article 1.4.1 may not resume competing in an International Event or National Event in any sport covered by the Code unless:

- (a) they have given the NGB, UKAD and their International Federation (if applicable) written notice of no less than six (6) months of their intent to return to competition; and
- (b) during that notice period they have submitted to the application of these Rules and to the jurisdiction of the NGB, UKAD, the NADP and CAS (as applicable) under the Rules, including by making themselves available for Testing, and (if requested by UKAD) by complying with Article 4.8 of the International Standard for Testing and Investigations, or (for Athletes not in the National Registered Testing Pool) by providing other whereabouts information as stipulated by UKAD.

1.4.4 Exemptions:

- (a) WADA, in consultation with UKAD and the relevant International Federation, may exempt an Athlete in the National Registered Testing Pool from the six-month written notice rule under Article 1.4.3(a) where the strict application of that rule would be manifestly unfair to that Athlete. WADA's decision to grant or not grant such exemption may be appealed under Article 13.
- (b) An Athlete in the Domestic Testing Pool may apply to UKAD for an exemption from Article 1.4.3(a) where the strict application of that rule would be manifestly unfair to that Athlete. UKAD's decision not to grant such exemption may be appealed under Article 13.

1.4.5 If an Athlete retires while subject to a period of Ineligibility, that Athlete must give written notice of such retirement to UKAD and may not resume competing in an International Event or National Event in any sport covered by the Code unless:

- (a) they have given the NGB, UKAD and their International Federation (if applicable) written notice of no less than six (6) months (or notice equivalent to the period of Ineligibility remaining as of the

date the Athlete retired, if that period was longer than six months) of their intent to return to competition; and

- (b) during that notice period they have submitted to the application of these Rules and to the jurisdiction of the NGB, UKAD, the NADP and CAS (as applicable) under the Rules, including by making themselves available for Testing, and (if requested) complying with whereabouts requirements stipulated by UKAD.

1.4.6 Any competitive results obtained in violation of Article 1.4.3 shall be Disqualified unless the Athlete can establish that they could not have reasonably known that the Event in question was an International Event or a National Event.

1.4.7 Each Athlete Support Person and other Person described in Article 1.2.1 who is not an Athlete shall continue to be bound by and required to comply with these Rules unless and until they no longer carry out the activity or are bound by the arrangement that brought them within Article 1.2.1 in the first place.

1.4.8 The NGB, UKAD, the NADP and CAS (as applicable) shall continue to have jurisdiction under these Rules over a Person described in Article 1.2.1 after that Person has retired, in respect of matters taking place prior to their retirement.

- (a) If such a Person retires while subject to a Results Management process, UKAD or the other Anti-Doping Organisation conducting that Results Management process retains jurisdiction to complete that process.

- (b) If such a Person retires before any Results Management process has begun, UKAD and any other Anti-Doping Organisation that had Results Management authority over them before their retirement retains Results Management authority over them in respect of matters taking place prior to their retirement.

## 1.5 Interpretation of these Rules

1.5.1 These Rules are intended to implement the Code and the International Standards (each as amended from time to time) in the United Kingdom, and shall be interpreted and applied accordingly. The Code (including the Purpose, Scope and Organisation of the World Anti-Doping Program and the Code and Appendix 1, Definitions) and the International Standards (each as amended from time to time) shall be considered integral parts of these Rules. If they conflict with these Rules, the Code and International Standards shall prevail.

1.5.2 The comments annotating various Code provisions are incorporated by reference into these Rules, as if set out in full herein, and shall be used to interpret the Code and these Rules.

1.5.3 The Code and these Rules shall be interpreted as an independent and autonomous text and not by reference to the existing laws of Signatories or governments. These Rules are intended to implement the Code in a harmonised manner, and are distinct in nature from criminal and civil laws. They are not intended to be subject to or limited by any national

requirements and legal standards applicable to criminal or civil proceedings, although they do respect and reflect, and are intended to be applied in a manner that respects and reflects, human rights and the principle of proportionality.

- 1.5.4 When reviewing the facts and the law of a given case, all courts, arbitral tribunals and other adjudicating bodies should be aware of and respect the distinct nature of these Rules, and of the fact that the Code that these Rules implement represents a global consensus of WADA's stakeholders as to what is necessary to protect and ensure fair sport.
- 1.5.5 Save where otherwise indicated, references in these Rules to Articles or the Appendix are references to articles of or to the appendix to these Rules.
- 1.5.6 The headings used in these Rules are for convenience only and shall not be deemed part of the substance of these Rules or to affect in any way the language of the provisions to which they refer.
- 1.5.7 Where the term "days" is used in these Rules, it shall mean calendar days, unless otherwise specified.

#### 1.6 **Effective Date**

- 1.6.1 These Rules come into full force and effect on 1 January 2021 (the "**Effective Date**"), replacing the UK Anti-Doping Rules that were in force prior to the Effective Date.
- 1.6.2 These Rules do not apply retroactively to matters arising prior to the Effective Date. However:
  - (a) Anti-Doping Rule Violations that took place prior to the Effective Date count as prior violations for purposes of determining sanctions under Article 10 for violations taking place after the Effective Date.
  - (b) Any Article 2.4 Whereabouts Failure (whether a Filing Failure or a Missed Test) that took place prior to the Effective Date may be relied upon as one of the requisite elements of an Article 2.4 Anti-Doping Rule Violation under these Rules until twelve (12) months after it took place.
  - (c) For purposes of assessing the period of Ineligibility for a second violation, the period of Ineligibility imposed for the first violation is taken into account: see Article 10.9.1(b)(i). Where the period of Ineligibility that was imposed for the first violation was determined based on rules in force prior to the Effective Date, it shall be assumed for purposes of the calculation under Article 10.9.1(b)(i) that the period of Ineligibility imposed for the first violation was whatever period of Ineligibility would have been imposed for that first violation had these Rules been applicable to the first violation.
  - (d) Any case that is pending as of the Effective Date and any case brought after the Effective Date based on an Anti-Doping Rule Violation that allegedly occurred prior to the Effective Date will be governed by the substantive anti-doping rules in effect at the time

the alleged Anti-Doping Rule Violation occurred, and not by the substantive anti-doping rules set out in these Rules (unless the panel hearing the case determines that a *lex mitior* in these Rules in relation to Consequences should apply instead), while the procedural aspects of the case will be governed by these Rules.

- (e) For these purposes, the retrospective periods in which prior violations can be considered for purposes of multiple violations under Article 10.9.5 and the statute of limitations in Article 7.13 are procedural rules, not substantive rules, and should be applied retroactively, provided, however, that Article 7.13 will only be applied retroactively if the statute of limitation period (whether the original one or as extended by subsequent rules) has not already expired by the Effective Date. Where a final decision finding an Anti-Doping Rule Violation has been rendered prior to the Effective Date, but the Athlete or other Person is still serving the period of Ineligibility as of the Effective Date, the Athlete or other Person may apply to UKAD before the period of Ineligibility has expired to reduce the period of Ineligibility in light of a *lex mitior* in these Rules. UKAD's decision on that application may be appealed pursuant to Article 13.4.
- (f) These Rules shall have no application to any case where a final decision finding an anti-doping rule violation has been rendered and the period of Ineligibility has expired.

## 1.7 Amendments

- 1.7.1 UKAD may amend these Rules from time to time. Such amendments shall be approved and come into effect in the manner prescribed by the NGB.
- 1.7.2 Amendments made by WADA to the Code, the Prohibited List and any other International Standard will come into effect automatically in the manner set out in the Code, and such amendments will be binding upon all Persons who are subject to these Rules without further formality.
- 1.7.3 Changes to the Prohibited List and/or to Technical Documents relating to substances or methods on the Prohibited List shall not be applied retroactively unless they specifically so provide. However, where the effect of the change is to remove a Prohibited Substance or Prohibited Method from the Prohibited List, an Athlete or other Person who is serving a period of Ineligibility on account of that (former) Prohibited Substance or Prohibited Method may apply to UKAD to reduce the period of Ineligibility in light of its removal from the Prohibited List.

## Article 2: **Anti-Doping Rule Violations**

Doping is defined as the occurrence of one or more of the Anti-Doping Rule Violations set out in Article 2.1 through Article 2.11 of these Rules.

The purpose of Article 2 is to specify the circumstances and conduct that constitute Anti-Doping Rule Violations. Hearings in doping cases will proceed based on the assertion that one or more Anti-Doping Rule Violations has been committed.

**2.1 Presence of a Prohibited Substance or its Metabolites or Markers in an Athlete's Sample, unless the Athlete establishes that the presence is consistent with a TUE granted in accordance with Article 4**

2.1.1 It is each Athlete's personal duty to ensure that no Prohibited Substance enters their body. An Athlete is responsible for any Prohibited Substance or any of its Metabolites or Markers found to be present in their Sample. Accordingly, it is not necessary to demonstrate intent, Fault, negligence or knowing Use on the Athlete's part in order to establish an Article 2.1 Anti-Doping Rule Violation; nor is the Athlete's lack of intent, Fault, negligence or knowledge a valid defence to an assertion that an Article 2.1 Anti-Doping Rule Violation has been committed.

2.1.2 Proof of any of the following to the standard required by Article 8.4.1 is sufficient to establish an Article 2.1 Anti-Doping Rule Violation:

(a) An Adverse Analytical Finding of the presence of a Prohibited Substance or any of its Metabolites or Markers in the Athlete's A Sample, where the Athlete waives analysis of the B Sample and so the B Sample is not analysed.

(b) An Adverse Analytical Finding of the presence of a Prohibited Substance or any of its Metabolites or Markers in the Athlete's A Sample, where analysis of the Athlete's B Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the Athlete's A Sample.

(c) Where the Athlete's Sample has been split into two parts, and there has been an Adverse Analytical Finding of the presence of a Prohibited Substance or any of its Metabolites or Markers in the first part of the split Sample, and the Athlete waives analysis of the confirmation part of the split Sample, or else analysis of the confirmation part of the split Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the first part of the split Sample.

2.1.3 Excepting those substances for which a Decision Limit is specifically identified in the Prohibited List or a Technical Document, the presence of any reported quantity of a Prohibited Substance or its Metabolites or Markers in an Athlete's Sample shall constitute an Article 2.1 Anti-Doping Rule Violation.

2.1.4 As an exception to the general rule of Article 2.1, the Prohibited List, other International Standards, and/or Technical Documents may establish special criteria for reporting or the evaluation of certain Prohibited Substances.

**2.2 Use or Attempted Use by an Athlete of a Prohibited Substance or a Prohibited Method, unless the Athlete establishes that the Use or Attempted Use is consistent with a TUE granted in accordance with Article 4**

2.2.1 It is each Athlete's personal duty to ensure that no Prohibited Substance enters their body and that no Prohibited Method is Used. Accordingly, it is not necessary to demonstrate intent, Fault, negligence or knowing Use on the Athlete's part in order to establish an Anti-Doping Rule Violation

for Use of a Prohibited Substance or a Prohibited Method; nor is the Athlete's lack of intent, Fault, negligence or knowledge a valid defence to an assertion that an Article 2.2 Anti-Doping Rule Violation of Use has been committed.

2.2.2 It is necessary to demonstrate intent on the Athlete's part to establish an Article 2.2 Anti-Doping Rule Violation of Attempted Use.

2.2.3 The success or failure of the Use or Attempted Use of a Prohibited Substance or Prohibited Method is not material. For an Article 2.2 Anti-Doping Rule Violation to be committed, it is sufficient that the Athlete Used or Attempted to Use a Prohibited Substance or Prohibited Method.

2.2.4 Out-of-Competition Use of a substance that is only prohibited In-Competition is not an Article 2.2 Anti-Doping Rule Violation. If, however, an Adverse Analytical Finding is reported for the presence of such substance or any of its Metabolites or Markers in a Sample collected In-Competition, that may amount to an Article 2.1 Anti-Doping Rule Violation.

**2.3 Evading, or refusing or failing to submit, to Sample Collection**

Evading Sample collection; or refusing or failing to submit to Sample collection without compelling justification after notification by a duly authorised Person.

**2.4 Whereabouts Failures**

Any combination of three (3) Missed Tests and/or Filing Failures within a twelve (12) month period by an Athlete in a Registered Testing Pool.

**2.5 Tampering or Attempted Tampering with any part of Doping Control by an Athlete or other Person**

**2.6 Possession of a Prohibited Substance and/or a Prohibited Method by an Athlete or Athlete Support Person**

2.6.1 Possession by an Athlete In-Competition of any Prohibited Substance or any Prohibited Method, or Possession by an Athlete Out-of-Competition of any Prohibited Substance or any Prohibited Method that is prohibited Out-of-Competition, unless the Athlete establishes that the Possession is consistent with a TUE granted in accordance with Article 4 or other acceptable justification.

2.6.2 Possession by an Athlete Support Person In-Competition of any Prohibited Substance or any Prohibited Method, or Possession by an Athlete Support Person Out-of-Competition of any Prohibited Substance or any Prohibited Method that is prohibited Out-of-Competition in connection with an Athlete, Competition or training, unless the Athlete Support Person establishes that the Possession is consistent with a TUE granted to an Athlete in accordance with Article 4 or other acceptable justification.

**2.7 Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method by an Athlete or other Person**

2.8 **Administration or Attempted Administration by an Athlete or other Person either (1) to any Athlete In-Competition of any Prohibited Substance or Prohibited Method, or (2) to any Athlete Out-of-Competition of any Prohibited Substance or Prohibited Method that is prohibited Out-of-Competition**

2.9 **Complicity or Attempted Complicity by an Athlete or other Person**

Assisting, encouraging, aiding, abetting, conspiring, covering up, or any other type of intentional complicity or Attempted complicity involving an Anti-Doping Rule Violation, Attempted Anti-Doping Rule Violation or violation of Article 10.14.1 by another Person.

2.10 **Prohibited Association by an Athlete or other Person**

2.10.1 Association by an Athlete or other Person subject to the authority of an Anti-Doping Organisation in a professional or sport-related capacity with any Athlete Support Person who:

- (a) if subject to the authority of an Anti-Doping Organisation, is serving a period of Ineligibility; or
- (b) if not subject to the authority of an Anti-Doping Organisation, and where Ineligibility has not been addressed in a Results Management process pursuant to these Rules or the Code, has been convicted or found in a criminal, disciplinary or professional proceeding to have engaged in conduct which would have constituted a violation of these Rules or the Code if Code-compliant rules had been applicable to such Person. The disqualifying status of such Person shall be in force for the longer of (1) six (6) years from the criminal, professional or disciplinary decision; or (2) the duration of the criminal, disciplinary or professional sanction imposed; or
- (c) is serving as a front or intermediary for an individual described in Article 2.10.1(a) or 2.10.1(b).

2.10.2 To prove an Article 2.10 Anti-Doping Rule Violation, UKAD must establish that the Athlete or other Person knew of the Athlete Support Person's disqualifying status.

2.10.3 The burden shall be on the Athlete or other Person to establish either:

- (a) that their association with an Athlete Support Person described in Article 2.10.1(a) or 2.10.1(b) is not in a professional or sport-related capacity; or
- (b) that such association could not have been reasonably avoided;

If they discharge that burden (in either respect), that shall be a complete defence to the charge that the Athlete or other person has committed an Article 2.10 Anti-Doping Rule Violation.

2.10.4 If the NGB or UKAD becomes aware of Athlete Support Personnel who meet the criteria described in Article 2.10.1(a), 2.10.1(b), or 2.10.1(c), they shall submit that information to WADA.

## 2.11 **Acts by an Athlete or other Person to discourage or retaliate against reporting to authorities**

2.11.1 Where such conduct does not otherwise constitute a violation of Article 2.5:

- (a) Any act that threatens or seeks to intimidate another Person with the intent of discouraging the Person from the good-faith reporting of information that relates to an alleged Anti-Doping Rule Violation or alleged non-compliance with the Code to WADA, UKAD, law enforcement, a regulatory or professional disciplinary body, a hearing body, or a Person conducting an investigation for WADA or UKAD or another Anti-Doping Organisation.
- (b) Retaliation against a Person who has provided evidence or information in good faith that relates to an alleged Anti-Doping Rule Violation or alleged non-compliance with the Code to WADA, UKAD, law enforcement, a regulatory or professional disciplinary body, a hearing body, or a Person conducting an investigation for WADA or UKAD or another Anti-Doping Organisation.

2.11.2 For purposes of Article 2.11, retaliation, threatening and intimidation include an act taken against such Person that lacks a good faith basis or is a disproportionate response.

## Article 3: **The Prohibited List**

### 3.1 **Incorporation of the Prohibited List**

3.1.1 These Rules incorporate the Prohibited List, which is published and revised by WADA as described in Article 4.1 of the Code.

3.1.2 Unless provided otherwise in the Prohibited List or a revision thereto, the Prohibited List and revisions thereto will come into effect automatically under these Rules three (3) months after their publication by WADA on its website, without requiring any further action by the NGB or UKAD.

3.1.3 All Athletes and other Persons shall be bound by the Prohibited List, and any revisions thereto, from the date they come into effect. It is the responsibility of all Athletes and other Persons to familiarise themselves with the most up-to-date version of the Prohibited List and all revisions thereto.

### 3.2 **Prohibited Substances and Prohibited Methods identified on the Prohibited List**

#### 3.2.1 Prohibited Substances and Prohibited Methods

The Prohibited List identifies those substances and methods which are prohibited at all times (i.e., both In-Competition and Out-of-Competition) and those additional substances and methods which are only prohibited In-Competition.

Prohibited Substances and Prohibited Methods may be included in the Prohibited List by general category (e.g. anabolic agents) or by specific reference to a particular substance or method or sport.

### 3.2.2 Specified Substances and Specified Methods

For purposes of these Rules, all Prohibited Substances shall be "**Specified Substances**" except as identified on the Prohibited List. No Prohibited Method shall be a "**Specified Method**" unless it is specifically identified as a Specified Method on the Prohibited List.

### 3.2.3 Substances of Abuse

Certain Prohibited Substances will be specifically classified on the Prohibited List as "**Substances of Abuse**" because they are frequently abused in society outside of the context of sport.

## 3.3 WADA's determination of the Prohibited List

The following shall be final and shall not be subject to any challenge by any Athlete or other Person, including (without limitation) based on an argument that the substance or method was not a masking agent or did not have the potential to enhance performance, represent a health risk, or violate the spirit of sport:

- 3.3.1 WADA's determination of the Prohibited Substances and Prohibited Methods to be included on the Prohibited List;
- 3.3.2 WADA's classification of substances into categories on the Prohibited List;
- 3.3.3 WADA's classification of substances on the Prohibited List as a Specified Substance, or as a Specified Method, or as a Substance of Abuse, and its decision not to classify certain substances as such; and
- 3.3.4 WADA's classification of a substance as prohibited at all times or In-Competition only.

## Article 4: Therapeutic Use Exemptions

### 4.1 Incorporation of the International Standard for Therapeutic Use Exemptions

- 4.1.1 These Rules incorporate the International Standard for Therapeutic Use Exemptions, as amended from time to time (the "**ISTUE**"). The ISTUE is therefore binding on all Athletes and other Persons in the same way as the Rules are binding on them.
- 4.1.2 The ISTUE sets out the circumstances in which Athletes may be granted permission to Use, for therapeutic purposes, substances or methods on the Prohibited List the Use of which would otherwise be prohibited (a "Therapeutic Use Exemption" or "**TUE**").

## 4.2 Scope and effect of TUEs

- 4.2.1 The presence of a Prohibited Substance or its Metabolites or Markers, and/or the Use or Attempted Use, Possession or Administration or Attempted Administration of a Prohibited Substance or Prohibited Method, shall not be considered an Anti-Doping Rule Violation if it is consistent with the provisions of a TUE validly granted to the Athlete in question in accordance with these Rules and the ISTUE.
- 4.2.2 An Athlete who is an International-Level Athlete should apply to their International Federation for a TUE.
- 4.2.3 An Athlete who is not an International-Level Athlete should apply to the UK TUE Committee for a TUE in accordance with the TUE application process specified by UKAD from time to time.
- 4.2.4 Any TUE granted to an Athlete by or on behalf of a Signatory (including any TUE granted prior to the Effective Date) will be recognised under these Rules, provided that it is consistent with the Code and the criteria set out in the ISTUE and its grant was within that Signatory's authority. Otherwise, however, an Athlete who needs a TUE must apply to the UK TUE Committee for a TUE in accordance with these Rules and the ISTUE.
- 4.2.5 Athletes should note that a TUE granted by the UK TUE Committee will not be valid for purposes of the International Federation's rules (e.g., if the Athlete becomes an International-Level Athlete or competes in an International Event) unless and until the International Federation recognises that TUE. Pursuant to Code Article 4.4.3.1:
- (a) If the TUE meets the criteria set out in the ISTUE, the Athlete's International Federation must recognise it.
  - (b) If the International Federation refuses to recognise the TUE, it must notify the Athlete and UKAD promptly, with reasons. The Athlete and UKAD shall have twenty-one (21) days from such notification to refer the matter to WADA for review. If the matter is referred to WADA for review, the TUE remains valid for national-level Competition and Out-of-Competition Testing (but is not valid for international-level Competition) pending WADA's decision. If the matter is not referred to WADA for review within the 21-day deadline, UKAD must determine whether the TUE should nevertheless remain valid for national-level Competition and Out-of-Competition Testing (provided that the Athlete ceases to be an International-Level Athlete and does not participate in international-level Competition). Pending UKAD's decision, the TUE remains valid for national-level Competition and Out-of-Competition Testing, but is not valid for international-level Competition.
- 4.2.6 Pursuant to Code Article 4.4.3.2, where an International Federation grants a TUE to an Athlete, the International Federation must notify the Athlete and UKAD. If UKAD considers that the TUE does not meet the criteria set out in the ISTUE, it has twenty-one (21) days from such notification to refer the matter to WADA for review. If UKAD refers the matter to WADA for review, the TUE granted by the International Federation remains valid for international-level Competition and Out-of-Competition Testing (but is

not valid for national-level Competition) pending WADA's decision. If UKAD does not refer the matter to WADA for review, the TUE granted by the International Federation becomes valid for national-level Competition as well when the twenty-one (21) day review deadline expires.

- 4.2.7 Athletes are also warned that TUEs granted by the UK TUE Committee or the relevant International Federation may not be automatically recognised by Major Event Organisations (e.g. the IOC, for the Olympic Games).
- 4.2.8 Subject to the foregoing provisions of this Article 4.2, an Athlete may not apply to more than one Anti-Doping Organisation for a TUE.
- 4.2.9 The submission of false or misleadingly incomplete information in support of a TUE application (including but not limited to the failure to advise of the unsuccessful outcome of a prior application to another Anti-Doping Organisation for such a TUE) shall constitute an Article 2.5 Anti-Doping Rule Violation.

#### 4.3 **Timing of application for a TUE**

- 4.3.1 As a general rule, Athletes must obtain a TUE prior to the presence, Use, or Attempted Use, Possession or Administration or Attempted Administration of a Prohibited Substance or Method.
- 4.3.2 Subject only to Articles 4.2.4 (which provides that a TUE granted by another Signatory, such as the International Federation, may be recognised under these Rules) and 4.3.3 (which identifies the limited circumstances in which a TUE may be granted retroactively):
  - (a) An Athlete in the National Registered Testing Pool must obtain a TUE prior to Use or Possession or Administration of the Prohibited Substance or Prohibited Method in question.
  - (b) UKAD may also establish a further pool of Athletes not in the National Registered Testing Pool (the "**National TUE Pool**") who are required to obtain a TUE prior to Use or Possession or Administration of the Prohibited Substance or Prohibited Method in question.
  - (c) In the event that an Athlete who is not included in the National Registered Testing Pool or National TUE Pool wishes to obtain a TUE prior to Use, Possession or Administration of the Prohibited Substance or Prohibited Method in question, UKAD may, at its sole and absolute discretion, either process the Athlete's TUE application or else refer the Athlete to the procedure for retroactive TUE applications set out in Article 4.3.3.
- 4.3.3 A TUE may only be granted retroactively in the following limited circumstances:
  - (a) Where an Athlete who is not in the National Registered Testing Pool or the National TUE Pool is tested pursuant to these Rules, and that Athlete has been Using a Prohibited Substance or Prohibited Method for which they are entitled to a TUE.

- (b) Where emergency treatment or urgent treatment of a medical condition was necessary.
- (c) Where there was insufficient time or opportunity or other exceptional circumstances that prevented the Athlete submitting (or the UK TUE Committee considering) an application for the TUE prior to Sample collection.
- (d) Where the Athlete Used Out-of-Competition, for therapeutic reasons, a substance that is only prohibited In-Competition.
- (e) In exceptional circumstances where, considering the purpose of the Code, it would be manifestly unfair not to grant a retroactive TUE.
  - (i) For National-Level Athletes, UKAD may grant a retroactive TUE pursuant to this Article 4.3.3(e) only with the prior approval of WADA, which WADA may give or withhold as it sees fit.
  - (ii) For other Athletes, UKAD does not have to obtain WADA's advance approval, but WADA may review and either agree with or reverse UKAD's grant of a retroactive TUE pursuant to this Article 4.3.3(e) to such Athlete.
- (f) Any decision made by UKAD or WADA to grant or not grant a retroactive TUE or to reverse a TUE granted pursuant to Article 4.3.3(e) may not be challenged either as a defence to an assertion of an Anti-Doping Rule Violation, or by way of appeal, or otherwise.

4.3.4 An Athlete must submit an application for a retroactive TUE to the UK TUE Committee no later than five (5) working days after the Athlete is notified of an Adverse Analytical Finding in respect of the Sample collected from that Athlete; provided that UKAD may extend this deadline upon request by the Athlete for good cause shown. Any such TUE application must be resolved before any Adverse Analytical Finding, Atypical Finding or Adverse Passport Finding relating to that Athlete's Sample is processed.

#### 4.4 **Grant of a TUE**

- 4.4.1 An Athlete requiring a TUE from UKAD must apply to the UK TUE Committee in accordance with the TUE application process specified by UKAD from time to time.
- 4.4.2 The UK TUE Committee will determine the TUE application in strict accordance with the criteria set out in the ISTUE.
- 4.4.3 All decisions by the UK TUE Committee (whether for the grant/denial or recognition/non-recognition of a TUE application) will be notified to the Athlete in writing by UKAD and made available by UKAD to other authorised Anti-Doping Organisations and WADA via ADAMS in accordance with ISTUE Article 5.5.
  - (a) A decision to grant a TUE must specify the dosage(s), frequency, route and duration of Administration of the Prohibited Substance

or Prohibited Method in question that the UK TUE Committee is permitting, reflecting the clinical circumstances, as well as any conditions imposed in connection with the TUE.

- (b) A decision to deny a TUE application must include an explanation of the reason(s) for the denial.

4.4.4 A TUE will be effective as of the date it is granted (save where a retroactive TUE is granted, in which case the UK TUE Committee will specify the applicable effective date in its decision) and will have the duration specified by the UK TUE Committee. The TUE may also be granted subject to such conditions or restrictions as the UK TUE Committee sees fit.

4.4.5 An Athlete may not assume that their application for a TUE (or for renewal of a TUE) will be granted. Any Use or Possession or Administration of a Prohibited Substance or Prohibited Method before a TUE has been granted or renewed shall be entirely at the Athlete's own risk.

#### 4.5 **Expiration, cancellation, withdrawal or reversal of a TUE**

4.5.1 A TUE granted pursuant to these Rules:

- (a) will expire automatically at the end of any period for which it was granted, without the need for any further notice or other formality;
- (b) may be cancelled if the Athlete does not promptly comply with any requirements or conditions imposed by the UK TUE Committee upon grant of the TUE;
- (c) may be withdrawn by UKAD if it is subsequently determined that the criteria for grant of a TUE are not in fact met; or
- (d) may be reversed on review by WADA or on appeal.

4.5.2 An Athlete who wishes to continue to Use the Prohibited Substance or Prohibited Method in question after the period for which the TUE has been granted must apply well in advance of the end of the period for renewal of the TUE.

4.5.3 Cancellation of a TUE pursuant to Article 4.5.1(b) or withdrawal of a TUE pursuant to Article 4.5.1(c) shall be made in writing and notified by UKAD to the Athlete in accordance with Article 17.2, and made available by UKAD to other authorised Anti-Doping Organisations and WADA via ADAMS in accordance with ISTUE Article 5.5. Such notice shall take effect upon receipt, in accordance with Article 17.2.

4.5.4 In the event of an expiration, cancellation, withdrawal, or reversal of the TUE pursuant to Article 4.5.1, the Athlete shall not be subject to any Consequences based on their Use or Possession or Administration of the Prohibited Substance or Prohibited Method in question in accordance with the TUE at any time prior to the effective date of expiry, cancellation, withdrawal, or reversal of the TUE. The review of any subsequent Adverse Analytical Finding or Adverse Passport Finding shall include consideration of whether such finding is consistent with Use of the Prohibited Substance

or Method prior to that date, in which event there shall be no case to answer.

#### 4.6 **Review and appeals of TUE decisions**

##### 4.6.1 Review by WADA:

- (a) WADA must review any decision by an International Federation not to recognise a TUE granted by UKAD that is referred to it by UKAD or the Athlete. In addition, WADA must review an International Federation's decision to grant a TUE that is referred to it by UKAD.
- (b) WADA may review any other TUE decisions at any time, whether upon request by those affected (e.g. at the request of an Athlete in the National Registered Testing Pool whose application for a TUE has been denied by the UK TUE Committee) or on its own initiative.
- (c) If the TUE decision being reviewed meets the criteria set out in the ISTUE, WADA will not interfere with it. If the TUE decision does not meet those criteria, WADA will reverse it.

4.6.2 Decisions of the International Federation, the UK TUE Committee (and decisions of the UK TUE Appeal Panel), and WADA may be challenged by appeal in accordance with Article 13.2.

4.6.3 A failure to take action (whether by the International Federation, the UK TUE Committee, or WADA) within a reasonable time on a properly-submitted TUE application shall be considered a denial of the application for purposes of the appeal rights set out in Article 13.2.

4.6.4 Until such time as a TUE decision pursuant to these Rules has been reversed upon review by WADA or upon appeal, that TUE decision shall remain in full force and effect.

## Article 5: **Testing and Investigations**

### 5.1 **Incorporation of the International Standard for Testing and Investigations**

- 5.1.1 These Rules incorporate the International Standard for Testing and Investigations, as amended from time to time (the "**ISTI**"). The ISTI is therefore binding on all Athletes and other Persons in the same way as the Rules are binding on them.
- 5.1.2 UKAD may undertake Testing (urine and/or blood and/or other matrices approved by WADA) and investigations in accordance with the ISTI and this Article 5.

### 5.2 **Testing jurisdiction**

- 5.2.1 All Athletes who are subject to these Rules (including any Athlete serving a period of Ineligibility) must submit to Testing upon demand by or on behalf of UKAD at any place and time (whether In-Competition or Out-of-Competition, and whether in the United Kingdom or overseas).

- 5.2.2 WADA and other Anti-Doping Organisations also have jurisdiction under the Code to test Athletes who are subject to these Rules. The NGB and UKAD will recognise such Testing, and UKAD may bring proceedings against an Athlete pursuant to these Rules for an Anti-Doping Rule Violation arising out of such Testing.
- 5.2.3 Where reasonably feasible, Testing will be coordinated through ADAMS in order to maximise the effectiveness of the combined Testing effort and to avoid unnecessary Testing.
- 5.2.4 Save in exceptional and justifiable circumstances, all Testing shall take place without advance notice to the Athlete in question.
- 5.3 In-Competition Testing**
- 5.3.1 UKAD will determine which Events it will conduct Testing at, which Athletes will be selected for Testing at such Events, and how they will be selected for Testing.
- 5.3.2 UKAD and the NGB will authorise and facilitate the Independent Observer Program for Events in the United Kingdom.
- 5.3.3 At International Events held in the United Kingdom, the collection of Samples shall be initiated and directed by the ruling body for the Event, subject always to the right of UKAD to initiate and conduct such Testing in accordance with Code Article 5.3.2.
- 5.4 Out-of-Competition Testing**
- 5.4.1 Without prejudice to Article 5.2.1, UKAD will establish a pool of Athletes who are required to provide whereabouts information via ADAMS and to make themselves available for Testing at such whereabouts in accordance with ISTI Article 4.8 (the "**National Registered Testing Pool**").
- 5.4.2 UKAD will make a list of the Athletes in the National Registered Testing Pool available to WADA and other Anti-Doping Organisations through ADAMS. UKAD will review the composition of the National Registered Testing Pool no less than quarterly.
- 5.4.3 An Athlete will be notified in writing of their inclusion in (or removal from) the National Registered Testing Pool. An Athlete may be included in the National Registered Testing Pool notwithstanding that they are also included in an International Registered Testing Pool. In that case, UKAD and the International Federation will agree on which of them receives the Athlete's whereabouts filings in accordance with ISTI Article 4.8.6 (and, in the absence of agreement, then WADA shall decide which of them shall take that responsibility). In any event, the Athlete will only be required to file whereabouts information with either UKAD or the International Federation.
- 5.4.4 An Athlete will remain in the National Registered Testing Pool and will continue to be subject to the requirements of Article 4.8 of the ISTI unless and until:

- (a) they retire from their sport in accordance with Article 1.4.1 and also send written notice to UKAD of such retirement in accordance with Article 1.4.2; or
  - (b) UKAD has informed them in writing that they have been removed from the National Registered Testing Pool.
- 5.4.5 Subject to the Results Management provisions set out at ISRM Annex B.3 and Article 7.6 of these Rules:
  - (a) the failure of an Athlete in the National Registered Testing Pool to provide whereabouts information in accordance with ISTI Article 4.8.8 shall be deemed a Filing Failure for purposes of Article 2.4 where the conditions of ISRM Annex B.2.1 are met; and
  - (b) the failure of an Athlete in the National Registered Testing Pool to be available for Testing at such whereabouts in accordance with ISTI Article 4.8.9 shall be deemed a Missed Test for purposes of Article 2.4 where the conditions of ISRM Annex B.2.4 are met.
- 5.4.6 UKAD may also establish another pool of Athletes who are required to comply with whereabouts requirements that UKAD notifies to them in writing (the "**Domestic Testing Pool**"). UKAD may move any Athlete who fails three (3) times in any twelve (12) month period to comply with those requirements into the National Registered Testing Pool.
- 5.4.7 An Athlete will remain in the Domestic Testing Pool and continue to be subject to the special requirements applicable to Athletes in that pool unless and until:
  - (a) they retire from their sport in accordance with Article 1.4.1 and also send written notice to UKAD of such retirement in accordance with Article 1.4.2; or
  - (b) UKAD has informed them in writing that they have been removed from the Domestic Testing Pool.
- 5.4.8 All whereabouts information provided to UKAD pursuant to these Rules may be shared via ADAMS with WADA and other Anti-Doping Organisations with Testing authority over the Athlete(s) in question; shall be maintained in strict confidence at all times; shall be used exclusively for purposes of planning, coordinating or conducting Doping Control, or providing information relevant to the Athlete Biological Passport or other analytical results, or to support an investigation into a potential Anti-Doping Rule Violation; and shall be destroyed once it is no longer relevant for these purposes, all in accordance with the International Standard for the Protection of Privacy and Personal Information.
- 5.5 **ABP Testing**
  - 5.5.1 UKAD will implement an ABP Programme in accordance with the relevant International Standards.
  - 5.5.2 UKAD will designate one or more person(s) to administer and manage the ABP Programme on behalf of UKAD (the "**Athlete Passport Management Unit**", or "**APMU**"). UKAD will also appoint suitably

qualified, independent experts to form an expert panel ("**Expert Panel**") for purposes of the ABP Programme.

- 5.5.3 UKAD will decide, in its sole discretion, which Athletes will be selected for ABP Testing. UKAD will also decide, consulting as appropriate with the Expert Panel (via the APMU), on the timing of such Testing. UKAD will also coordinate as necessary with other competent Anti-Doping Organisations carrying out ABP Testing in relation to any Athlete(s).
- 5.5.4 Samples that are intended to be part of the ABP Programme will be collected, transported and analysed in accordance with the relevant International Standards.
- 5.5.5 The data arising from analysis of such Samples will be processed and reviewed in accordance with the relevant International Standards to identify Atypical Passport Findings and other cases that warrant referral to a single expert from the Expert Panel.

## 5.6 **Selection of Athletes for Testing**

- 5.6.1 UKAD will select Athletes for Testing using Target Testing, Weighted and random selection methods, in accordance with the International Standard for Testing and Investigations in force at the time of selection.
- 5.6.2 For the avoidance of doubt, UKAD may select Athletes for Target Testing, so long as such Target Testing is not used for any purpose other than legitimate anti-doping purposes.
- 5.6.3 In order to preserve the ability to conduct Testing without advance notice, those who become aware of the selection of an Athlete for Testing shall only disclose such information on a strictly need-to-know basis. Any failure to comply with this requirement may result in a charge of Tampering or Attempted Tampering under Article 2.5.

## 5.7 **Testing of Minors**

- 5.7.1 The consent of a parent or guardian to Testing of the Minor pursuant to these Rules shall be inferred from the fact that the Minor has been permitted by their parent or guardian to participate in the sport. Written confirmation of such consent may be required at any time as a pre-condition of further participation. Where the Minor is included in the National Registered Testing Pool or the Domestic Testing Pool, such consent must be confirmed upon notification of inclusion in the pool. In addition, the rules of a particular Event may require the provision of written consent as a pre-condition of the Minor's participation in the Event.
- 5.7.2 Testing of an Athlete who is a Minor shall be conducted in accordance with ISTI Annex B (Modifications for Athletes who are Minors).

## 5.8 **Liability for Testing**

Although every reasonable effort will be made to avoid inconvenience to Athletes as a result of Testing, the NGB and UKAD and any Delegated Third Party and their respective members, directors, officers, employees, agents and representatives

shall not be liable for any inconvenience or loss suffered by an Athlete as a result of Testing.

## 5.9 Investigations

- 5.9.1 UKAD shall have the power to gather anti-doping intelligence and conduct investigations in accordance with the Code and the ISTI and this Article 5.9 into matters that may evidence or lead to the discovery of evidence of an Anti-Doping Rule Violation.
- 5.9.2 UKAD shall always conduct an investigation of an Athlete Support Person who is subject to these Rules (1) where the Athlete Support Person has provided support to a Protected Person found to have committed an Anti-Doping Rule Violation; and (2) where the Athlete Support Person has provided support to more than one Athlete found to have committed an Anti-Doping Rule Violation.
- 5.9.3 UKAD may conduct investigations in cooperation with, and/or information obtained in such investigations may be shared with, other Anti-Doping Organisations and/or other relevant regulatory, administrative, or criminal authorities. Where it deems appropriate, UKAD may stay its own investigation pending the outcome of investigations being conducted by other Anti-Doping Organisations and/or other relevant authorities.
- 5.9.4 In investigating whether there is a case to answer for an Anti-Doping Rule Violation, UKAD may seek information from any source, which may include (without limitation), at UKAD's discretion:
- (a) giving the Athlete(s) or other Person(s) implicated in the potential Anti-Doping Rule Violation an opportunity, subject to compliance with a strict time-table, to make such submissions as they may wish. If UKAD decides to invite such submissions, UKAD shall determine how the submissions should be made, such as (for example) in writing or verbally; and/or
  - (b) making a written demand to an Athlete or other Person (a "**Demand**") to provide information that may evidence or lead to the discovery of evidence of an Anti-Doping Rule Violation, including (without limitation) requiring the Athlete or other Person to attend an interview and/or to provide a written statement setting forth their knowledge of the relevant facts and circumstances within a deadline specified by UKAD in the Demand.
- 5.9.5 Any information provided to UKAD shall be kept confidential except when it becomes necessary to disclose such information in order to advance the investigation of and/or to bring proceedings relating to an Anti-Doping Rule Violation, or when such information is reported to other regulatory, administrative, criminal or judicial authorities.
- 5.9.6 Where an Athlete or other Person knows or suspects that any other Athlete or other Person has committed an Anti-Doping Rule Violation, the first Athlete or other Person must report such knowledge or suspicion to UKAD as soon as possible, and thereafter must report any new knowledge or suspicion regarding any Anti-Doping Rule Violation to UKAD without delay. Failure to do so without acceptable justification will amount to

- misconduct under the NGB's rules of conduct and may be sanctioned accordingly.
- 5.9.7 Athletes and other Persons must cooperate fully with investigations conducted pursuant to this Article 5.9. Without prejudice to Article 5.9.8, a failure or refusal to do so without acceptable justification will amount to misconduct under the NGB's rules of conduct and may be sanctioned accordingly.
- 5.9.8 If the Athlete or other Person subverts or Attempts to subvert the investigation process (e.g., by providing false, misleading or incomplete information, and/or by destroying potential evidence), they may be charged with an Article 2.5 Anti-Doping Rule Violation.
- 5.9.9 Where, as the result of an investigation under this Article 5.9, UKAD considers that an Athlete or other Person has a case to answer under Article 2, it shall refer the matter to one or more Independent Reviewers, as appropriate, to be dealt with as set out in Article 7.7.
- 5.9.10 UKAD shall keep WADA informed of its investigations in accordance with the requirements of the ISTI, including advising WADA where it decides following investigation not to assert that an Athlete or other Person has committed an Anti-Doping Rule Violation. That decision may be appealed pursuant to Article 13.

## Article 6: **Analysis of Samples**

### 6.1 **Incorporation of the International Standard for Laboratories**

These Rules incorporate the International Standard for Laboratories (the "ISL") and all related Technical Documents, each as amended from time to time. The ISL and all related Technical Documents are therefore binding on all Athletes and other Persons in the same way as the Rules are binding on them.

### 6.2 **Purpose of analysis**

- 6.2.1 Samples and related analytical data or Doping Control information shall be analysed:
- (a) to detect Prohibited Substances (and their Metabolites or Markers) and Prohibited Methods and other substances as may be directed by WADA pursuant to the monitoring programme described in Code Article 4.5;
  - (b) to detect evidence of the Use of a Prohibited Substance;
  - (c) to assist UKAD in profiling relevant parameters in an Athlete's urine, blood or other matrix, including DNA profiling; and/or
  - (d) for any other legitimate anti-doping purpose.

### 6.3 **Use of accredited laboratories, approved laboratories, and other laboratories**

- 6.3.1 For purposes of establishing an Adverse Analytical Finding, Samples collected under these Rules shall be analysed only by WADA-accredited laboratories or laboratories otherwise approved by WADA. Such laboratories shall be selected exclusively by UKAD.
- 6.3.2 Laboratories shall analyse Samples collected under these Rules, and shall report the results of such analysis, in compliance with the Code and the ISL and Technical Documents in force at the time of analysis.
- 6.3.3 Laboratories may at their own expense analyse Samples for Prohibited Substances or Prohibited Methods not included on the standard Sample analysis menu or otherwise requested by UKAD. Results from any such analysis shall be reported to UKAD in the same manner as the other results of analysis of the Samples in question, and shall have the same validity as those other results.
- 6.3.4 Any Adverse Analytical Finding, Atypical Finding, or Adverse Passport Finding reported by the laboratory in respect of a Sample collected under these Rules shall be dealt with in accordance with the ISL, the ISRM, and Article 7.
- 6.3.5 Save in the circumstances set out at Article 7.9.5, UKAD shall be responsible for the costs of analysis of Samples under these Rules.

### 6.4 **Further analysis of Samples**

- 6.4.1 Where UKAD is responsible for Results Management in respect of a Sample, it may conduct further analysis of that Sample at any time before it charges the Athlete with an Article 2.1 Anti-Doping Rule Violation based on an Adverse Analytical Finding reported in respect of that Sample. If UKAD wishes to conduct further analysis of that Sample after such charge, it may do so with the consent of the Athlete or else with the approval of the panel hearing the case against the Athlete.
- 6.4.2 Any Sample that has been reported as negative or has otherwise not resulted in a charge may be stored and subjected to further analysis for the purposes set out in Article 6.2 at any time exclusively at the direction of UKAD (where it is responsible for Results Management in respect of that Sample) or WADA. Any other Anti-Doping Organisation with authority to test the Athlete that wishes to conduct further analysis on a stored Sample may do so with the permission of UKAD or WADA, and shall be responsible for any follow-up Results Management. Any Sample storage or further analysis initiated by WADA or another Anti-Doping Organisation shall be at WADA's or that Anti-Doping Organisation's expense. The circumstances and conditions for storage and further analysis of Samples shall comply with the requirements of the ISL.

### 6.5 **Split of A or B Sample**

Where WADA, UKAD, and/or a WADA-accredited laboratory (with approval from WADA or the Anti-Doping Organisation with Results Management authority) wishes to split an A or B Sample in order to use the first part of the split Sample for an A

Sample analysis and the second part of the split Sample for confirmation, the applicable procedures in the ISL shall be followed.

#### **6.6 WADA's right to take possession of Samples and related data**

6.6.1 WADA may, in its sole discretion at any time, with or without prior notice, take physical possession of any Sample and related analytical data or information in the possession of a laboratory or Anti-Doping Organisation. Upon request by WADA, the laboratory or Anti-Doping Organisation in possession of the Sample or data shall immediately grant access to and enable WADA to take physical possession of the Sample or data. If WADA has not provided prior notice to the laboratory or Anti-Doping Organisation before taking possession of a Sample or data, it shall provide such notice to the laboratory and the Anti-Doping Organisation within a reasonable time after taking possession.

6.6.2 After analysis and any investigation of a seized Sample or data, WADA may direct another Anti-Doping Organisation with authority to test the Athlete to assume Results Management responsibility for the Sample or data if a potential Anti-Doping Rule Violation is discovered.

#### **6.7 Research on Samples and related data**

6.7.1 As between the Athlete and UKAD, Samples provided by an Athlete under these Rules shall be the property of UKAD, and UKAD shall be entitled (subject to Article 6.7.2) to determine all matters regarding the analysis and disposal of such Samples.

6.7.2 Samples, related analytical data and Doping Control information may be used for anti-doping research purposes. However no Sample may be used for research without the Athlete's written consent. Samples and related analytical data or Doping Control information that are used for research purposes shall first be processed in such a manner as to prevent them being traced back to the Athlete.

6.7.3 Any research involving Samples and related analytical data or Doping Control information shall adhere to the principles set out in Code Article 19.

6.7.4 Samples, related analytical data and Doping Control information may also be used for non-research purposes, such as method development or to establish reference populations, provided they are first processed in such a manner as to prevent them being traced back to the Athlete.

## **Article 7: Results Management: Responsibility, Initial Review, Notice, Provisional Suspensions, and Charge Letters**

### **7.1 Incorporation of the International Standard for Results Management**

These Rules incorporate the International Standard for Results Management, as amended from time to time (the "**ISRM**"). The ISRM is therefore binding on all Athletes and other Persons in the same way as the Rules are binding on them.

### **7.2 Responsibility for conducting Results Management**

7.2.1 Where responsibility for Results Management arises under these Rules, it shall be undertaken by UKAD.

7.2.2 Results Management responsibility shall arise under these Rules, and Results Management and the investigation of potential Anti-Doping Rule Violations shall proceed under these Rules, in accordance with Code Article 7.1, the ISRM, and this Article 7.2.

7.2.3 In particular, but without prejudice to the generality of Article 7.2.2, UKAD will have Results Management authority under these Rules where the conduct in question:

- (a) was identified as a result of Testing initiated and directed by UKAD pursuant to these Rules or otherwise arose in relation to these Rules;
- (b) was identified as a result of Testing conducted pursuant to other applicable rules (e.g. at an International Event) or otherwise arose in relation to those other rules, and UKAD agrees with the body that issued such rules that UKAD will take jurisdiction over the matter, or UKAD agrees that it is otherwise appropriate in all of the circumstances for UKAD to take jurisdiction over the matter; or
- (c) was identified by means other than Testing, and UKAD was the first Anti-Doping Organisation to send an Article 7.8 Notice to the Athlete or other Person of the potential Anti-Doping Rule Violation.

7.2.4 UKAD shall have Results Management authority in relation to an Article 2.4 Anti-Doping Rule Violation where the Athlete in question files their whereabouts information with UKAD.

7.2.5 Where UKAD has responsibility for Results Management under these Rules in respect of a case that has been passed to it by an International Federation or other Anti-Doping Organisation, UKAD may (at its sole discretion) submit the file received from the International Federation or other Anti-Doping Organisation to one or more Independent Reviewer(s) to review the file in accordance with Articles 7.3-7.7 (as applicable).

7.2.6 Any dispute between UKAD and another Anti-Doping Organisation over which organisation has Results Management authority in respect of a

particular matter shall be settled by WADA in accordance with Code Article 7.1.

### 7.3 **Review of Adverse Analytical Findings**

- 7.3.1 Upon receipt of an Adverse Analytical Finding in relation to an A Sample, UKAD shall proceed in accordance with ISRM Article 5.1 and this Article 7.3.
- 7.3.2 Notwithstanding any other provision of these Rules, at any point in the Results Management process (including, without limitation, after any further analysis of the Sample conducted in accordance with Article 6.4, and/or any further Testing, and/or any further investigation conducted in accordance with Article 5.9), UKAD may decide not to bring the Adverse Analytical Finding forward as an Anti-Doping Rule Violation (either at all, or at that stage). UKAD will notify the Athlete and each Interested Party of that decision (with reasons).
- 7.3.3 Subject always to Article 7.3.2, upon receipt of an Adverse Analytical Finding in relation to an A Sample, UKAD (involving Independent Reviewers as it deems appropriate) shall conduct a review of any TUE granted to the Athlete as well as of the documentation relating to the Sample collection and the A Sample analysis, and any other relevant information, to determine:
- (a) whether the presence of the Prohibited Substance or its Metabolites or Markers in the Athlete's Sample is consistent with a valid and applicable TUE held by the Athlete (or alternatively whether the Athlete should be invited to apply for a retroactive TUE); or
  - (b) whether there has been any apparent departure from the ISTI or the ISL that caused the Adverse Analytical Finding; or
  - (c) whether it is apparent that the Adverse Analytical Finding was caused by an ingestion of the Prohibited Substance by a permitted route.
- 7.3.4 If pursuant to Article 7.3.3 UKAD determines either that the Adverse Analytical Finding is consistent with a valid and applicable TUE held by the Athlete (including any retroactive TUE), or that there has been an apparent departure from either the ISTI or the ISL that caused the Adverse Analytical Finding, or that it is apparent that the Prohibited Substance was ingested by a permitted route, UKAD shall advise the Athlete and each Interested Party of that fact, and shall take no further action in relation to such Adverse Analytical Finding.
- 7.3.5 If pursuant to Article 7.3.3 UKAD determines that there is neither a valid and applicable TUE with which the Adverse Analytical Finding is consistent, nor a departure from either the ISTI or the ISL that caused the Adverse Analytical Finding, and nor is it apparent that the Prohibited Substance was ingested by a permitted route, UKAD shall send the Athlete a Notice in accordance with Article 7.8.

## 7.4 Review of Atypical Findings

- 7.4.1 Upon receipt of an Atypical Finding in relation to an A Sample, UKAD shall proceed in accordance with ISRM Article 5.2 and this Article 7.4.
- 7.4.2 Where a laboratory reports the presence in a Sample of a Prohibited Substance or its Markers or Metabolites as an Atypical Finding, UKAD (using Independent Reviewers as it deems appropriate) will conduct a review to determine:
- (a) whether the presence of the Prohibited Substance or its Marker or Metabolite in the Athlete's Sample is consistent with a valid and applicable TUE held by the Athlete (or alternatively whether the Athlete should be invited to apply for a retroactive TUE, if they have not applied already); or
  - (b) whether there has been any apparent departure from the ISTI or the ISL that caused the Atypical Finding; or
  - (c) whether it is apparent that the Atypical Finding was caused by an ingestion of the Prohibited Substance by a permitted route.
- 7.4.3 If it is determined pursuant to Article 7.4.2 either that the Atypical Finding is consistent with a valid and applicable TUE held by the Athlete (including any retroactive TUE), or that there has been an apparent departure from either the ISTI or the ISL that caused the Atypical Finding, or that it is apparent that the Prohibited Substance was ingested by a permitted route, UKAD shall advise the Athlete and each Interested Party of that fact, and shall take no further action in relation to such Atypical Finding.
- 7.4.4 If it is determined pursuant to Article 7.4.2 that there is neither a valid and applicable TUE with which the Atypical Finding is consistent, nor a departure from either the ISTI or the ISL that caused the Atypical Finding, and it is not apparent that the Prohibited Substance was ingested by a permitted route, UKAD will conduct any necessary follow-up investigation, including directing any further Testing that may be required.
- 7.4.5 Pending the outcome of the investigation, the Atypical Finding will be kept confidential, save that:
- (a) if UKAD determines that the B Sample should be analysed as part of the investigation, it shall notify the Athlete in accordance with Article 7.8.1(e), and such notice shall additionally include a description of the Atypical Finding and specify the Athlete's right to request copies of the A and B Sample laboratory documentation packages;
  - (b) if requested by the NGB, or by an International Federation or Major Event Organisation or a sports organisation that is about to select Athletes to participate in an International Event, UKAD may confirm that the Athlete has a pending Atypical Finding, after informing the Athlete; and
  - (c) if the Atypical Finding is, in the opinion of qualified medical or expert personnel, likely to be connected to a serious pathology that

requires urgent medical attention, UKAD may inform the Athlete of the Atypical Finding.

- 7.4.6 If UKAD decides not to pursue the Atypical Finding as a potential Anti-Doping Rule Violation, it shall notify the Athlete and each Interested Party of that fact. Any Interested Party may either appeal that decision in accordance with Article 13 or may elect to pursue the Atypical Finding as an Anti-Doping Rule Violation under its own rules.
- 7.4.7 If UKAD decides to pursue the Atypical Finding as one or more potential Anti-Doping Rule Violations under Article 2, UKAD shall send the Athlete a Notice in accordance with Article 7.8.

## 7.5 **Review of Adverse Passport Findings**

- 7.5.1 Where an Atypical Passport Finding or other ABP-related case is referred to a single expert from the Expert Panel in accordance with Article 5.5.5, and the opinion of the single expert is 'likely doping', the file will be referred to a group of three experts from the Expert Panel (composed of the single expert appointed in the initial review and two further experts chosen by the APMU from the Expert Panel) for consideration in accordance with ISRM Annex C.
- 7.5.2 Where all of the three experts from the Expert Panel, having reviewed the ABP Documentation Package, render a joint opinion of 'likely doping' (an "**Adverse Passport Finding**"), UKAD shall send the Athlete a Notice in accordance with Article 7.8.

## 7.6 **Review of Whereabouts Failures**

- 7.6.1 Results Management in relation to potential Whereabouts Failures shall be conducted in accordance with ISRM Annex B.3.
- 7.6.2 Where a Whereabouts Failure by an Athlete who is subject to UKAD's Results Management authority is uncovered through an attempt by or on behalf of an Anti-Doping Organisation other than UKAD to test that Athlete, UKAD shall procure the requisite information and assistance from that other Anti-Doping Organisation pursuant to ISRM Annex B.3.2 to enable UKAD to carry out Results Management in respect of the Whereabouts Failure.
- 7.6.3 Where an Athlete requests an administrative review of a Filing Failure or Missed Test declared by UKAD, UKAD shall refer the file to one or more suitably qualified Independent Reviewer(s), who shall carry out that administrative review in accordance with ISRM Annex B.3.2(f).
- 7.6.4 If the conclusion following administrative review is that the requirements for recording a Whereabouts Failure are not all met, UKAD shall so advise the Athlete and the Interested Parties (and the Anti-Doping Organisation that uncovered the Whereabouts Failure, if applicable), giving reasons for that decision. Subject to the rights of appeal set out at Article 13, the matter shall not proceed any further.
- 7.6.5 If the conclusion following administrative review is that all of the requirements for recording a Whereabouts Failure are met, or if the

Athlete does not request an administrative review, UKAD shall notify the Athlete that it is recording a Whereabouts Failure against them.

7.6.6 UKAD shall report a decision to record a Whereabouts Failure against an Athlete to the NGB, and to WADA and all other relevant Anti-Doping Organisations via ADAMS.

7.6.7 Where the Whereabouts Failure recorded in accordance with Article 7.6.5 is the third Whereabouts Failure recorded against the Athlete within a twelve (12) month period, the matter shall be referred to one or more Independent Reviewer(s) to determine whether the Athlete may have committed an Anti-Doping Rule Violation under Article 2.4. If the Independent Reviewer(s) determines(s) that the Athlete may have committed an Anti-Doping Rule Violation under Article 2.4, UKAD shall send the Athlete a Notice in accordance with Article 7.8.

## 7.7 **Review of other evidence of a potential Anti-Doping Rule Violation**

7.7.1 Where there is evidence of a potential Anti-Doping Rule Violation other than an Adverse Analytical Finding, an Atypical Finding, an Adverse Passport Finding, or Whereabouts Failures, UKAD will review the file in accordance with ISRM Annex A (where applicable), and will refer the file to one or more Independent Reviewer(s) who have the expertise required by the nature of the particular case to review the evidence, to determine whether the Athlete or other Person may have committed one or more Anti-Doping Rule Violations under Article 2.

7.7.2 Where the Independent Reviewer(s) conclude(s) that the Athlete or other Person may have committed one or more Anti-Doping Rule Violations under Article 2, UKAD shall send the Athlete or other Person a Notice in accordance with Article 7.8.

## 7.8 **Notice**

7.8.1 Where it is determined, pursuant to the previous provisions of this Article 7, that an Athlete or other Person may have committed one or more Anti-Doping Rule Violations under Article 2, UKAD shall promptly notify the Athlete or other Person in writing (the "**Notice**") of:

- (a) the Anti-Doping Rule Violation(s) that UKAD says the Athlete or other Person may have committed;
- (b) a summary of the facts and evidence relied upon by UKAD in this regard;
- (c) any Provisional Suspension to be imposed on the Athlete or other Person pursuant to Article 7.10.1 or Article 7.10.2, along with an explanation of the Athlete's or other Person's Article 7.10.3 rights in relation to such Provisional Suspension;
- (d) the Consequences applicable under these Rules if it is established that the Athlete or other Person has committed the specified Anti-Doping Rule Violation(s) (including identifying any discretion that may exist in relation to such Consequences under these Rules);

- (e) where the specified Anti-Doping Rule Violations are Article 2.1 and Article 2.2 Anti-Doping Rule Violations based on an Adverse Analytical Finding:
  - (i) the details of the Adverse Analytical Finding;
  - (ii) the Athlete's right to a copy of the laboratory documentation package for the Adverse Analytical Finding;
  - (iii) the right of the Athlete to request the analysis of the B Sample, explaining that any request for such analysis must be sent in writing so that it is received by UKAD within ten (10) days of the Athlete's receipt of the Notice, failing which the right to the B Sample analysis shall be deemed to be waived; and
  - (iv) if such right is exercised, the right of the Athlete and/or the Athlete's representative to attend the opening and analysis of the B Sample by the laboratory that analysed the A Sample at a date and time to be specified by UKAD in accordance with Article 7.9;
- (f) where the specified Anti-Doping Rule Violation is based on an Adverse Passport Finding, that copies of the ABP documentation package and the joint expert report are enclosed with the Notice;
- (g) the right of the Athlete or other Person to provide an alternative explanation (by a specified deadline) for the facts based on which UKAD says the Athlete or other Person may have committed an Anti-Doping Rule Violation (for example, in a case based on an Adverse Passport Finding, an alternative explanation for the data on which the Adverse Passport Finding is based);
- (h) the right of the Athlete or other Person to respond to the Notice (by a specified deadline) in one of the following ways, depending on the explanation (if any) provided:
  - (i) to admit the Anti-Doping Rule Violation(s) asserted, and accede to the Consequences specified in the Notice;
  - (ii) to admit the Anti-Doping Rule Violation(s) asserted, but to dispute and/or seek to mitigate the Consequences specified in the Notice, and to have the Consequences determined at a hearing conducted in accordance with Article 8; or
  - (iii) to deny the Anti-Doping Rule Violation(s) asserted, and (if UKAD proceeds to charge in accordance with Article 7.11) to have the assertion and (if necessary) any Consequences determined at a hearing conducted in accordance with Article 8; and
- (i) the opportunity for the Athlete or other Person:
  - (i) to provide Substantial Assistance as set out in Article 10.7.1;

- (ii) to benefit (if they admit the Anti-Doping Rule Violation(s)) from the one (1) year reduction of the otherwise applicable period of Ineligibility pursuant to Article 10.8.1 (if applicable); and/or
- (iii) to seek to enter into a case resolution agreement as per Article 10.8.2.

7.8.2 Before sending the Notice to the Athlete or other Person, UKAD will refer to ADAMS and contact WADA and other relevant Anti-Doping Organisations as necessary to determine whether the Athlete or other Person has committed any prior doping offences, and will identify the relevant Consequences for the Anti-Doping Rule Violation asserted in the Notice accordingly.

7.8.3 UKAD will send a copy of the Notice to the NGB and each Interested Party.

## 7.9 **B Sample analysis**

7.9.1 In a case involving an Adverse Analytical Finding, if the Athlete exercises the right to have their B Sample analysed, such analysis shall be conducted by the laboratory that analysed the A Sample on the date and at the time specified by UKAD, and the Athlete and/or their representative may attend at the laboratory on that date and at that time, at the Athlete's cost, to witness the opening and analysis of the B Sample, as may representatives of UKAD, the International Federation and the NGB (each at their own cost).

7.9.2 If the Athlete and their representative is unable to attend at the date and time specified by UKAD for analysis of the B Sample, alternative dates and times will be offered in accordance with ISRM Article 5.1.2.4. If the Athlete and their representative are unable to attend on those alternative dates, the laboratory will arrange for an independent witness to attend the B Sample analysis on the specified date and time to verify, in accordance with the ISL, that the B Sample container shows no signs of Tampering and that the identifying numbers correspond to those on the Sample collection documentation.

7.9.3 If the Athlete admits the Anti-Doping Rule Violation(s) asserted in the Notice, and/or does not request analysis of their B Sample by the deadline referenced in Article 7.8.1(e)(iii), they will be deemed to have accepted the accuracy and reliability of the Adverse Analytical Finding based on the A Sample analysis alone, and analysis of the B Sample shall not be required. UKAD may however proceed with such analysis at any time if it sees fit, in which case an independent witness shall attend the analysis for the purpose set out in Article 7.9.2.

7.9.4 Where an Athlete who has requested analysis of their B Sample has been Provisionally Suspended in accordance with Article 7.10, they shall remain Provisionally Suspended pending analysis of their B Sample. If the analysis of the B Sample does not confirm the Adverse Analytical Finding reported in respect of the A Sample, then (unless UKAD asserts an Article 2.2 Anti-Doping Rule Violation against the Athlete) the entire test shall be considered negative and the Athlete and each Interested Party will be so informed. In such circumstances, the Notice will be withdrawn, any Provisional Suspension imposed on the Athlete pursuant to Article 7.10

will be deemed automatically vacated with immediate effect (without the need for any order from the NADP), and no further disciplinary action will be taken against the Athlete by UKAD in relation to the original Adverse Analytical Finding (provided, however, that UKAD may investigate why the B Sample did not match the A Sample). In addition, where the Athlete or the Athlete's team has been removed from a Competition as a result of the Adverse Analytical Finding, if it is still possible (without otherwise affecting the Competition) for the Athlete or team to be reinstated, the Athlete or team may be reinstated and continue to take part in the Competition.

- 7.9.5 If the B Sample analysis confirms the Adverse Analytical Finding reported in respect of the A Sample, UKAD will provide the B Sample laboratory documentation package to the Athlete, and give the Athlete a short deadline to provide or supplement their explanation for the Adverse Analytical Finding, and/or to admit the Anti-Doping Rule Violation(s) specified in the Notice based on the Adverse Analytical Finding to potentially benefit from a one (1) year reduction in the otherwise applicable period of Ineligibility under Article 10.8.1 (if applicable), and/or to accept a voluntary Provisional Suspension under Article 7.10.5 (if applicable). In case of doubt as to whether the B Sample analysis confirms the Adverse Analytical Finding in respect of the A Sample, UKAD may refer the matter to one or more Independent Reviewer(s), as it deems appropriate.
- 7.9.6 Where Article 7.9.3 and/or 7.9.4 applies, UKAD shall be responsible for the costs of the B Sample analysis. Where Article 7.9.5 applies, UKAD may require the Athlete to pay the costs of the B Sample analysis.

## 7.10 **Provisional Suspension**

- 7.10.1 **Mandatory Provisional Suspension after an Adverse Analytical Finding or Adverse Passport Finding:**

Where a Notice is issued to an Athlete based on an Adverse Analytical Finding or Adverse Passport Finding for a Prohibited Substance that is not a Specified Substance or for Use of a Prohibited Method that is not a Specified Method, then (subject only to Article 7.10.3) a Provisional Suspension will come into effect automatically on the date specified by UKAD in the Notice.

- 7.10.2 **Discretionary Provisional Suspension in other cases:**

In cases not covered by Article 7.10.1, UKAD may decide whether or not to apply this Article 7.10.2.

- (a) If UKAD decides to apply this Article 7.10.2, then (subject only to Article 7.10.3) a Provisional Suspension will come into effect automatically on the date specified by UKAD in the Notice.
- (b) If UKAD decides not to apply this Article 7.10.2, no Provisional Suspension will come into effect prior to determination of the case unless (1) it is voluntarily accepted by the Athlete or other Person in accordance with Article 7.10.5; or (2) it is so ordered by the NADP on application by UKAD, which application must be based on

evidence that was not available to UKAD at the time the Notice was sent.

7.10.3 Challenging the imposition of a Provisional Suspension:

An Athlete or other Person who receives notice of a Provisional Suspension pursuant to Article 7.10.1 or Article 7.10.2 has the right to apply to the NADP, either before the Provisional Suspension comes into force or at any time prior to the final first instance decision on the merits, seeking an order that the Provisional Suspension should not be imposed (or, where it has been imposed, that it should be lifted), provided that:

- (a) If the Athlete or other Person applies before the date specified in the Notice for when the Provisional Suspension comes into effect, the Provisional Suspension shall not come into effect pending the decision on the application.
- (b) If after the Provisional Suspension comes into effect the Athlete or other Person applies for the Provisional Suspension to be lifted, the Provisional Suspension shall remain in place pending the decision on the application.
- (c) The Provisional Suspension shall be imposed (or shall not be lifted) unless the Athlete or other Person establishes that:
  - (i) the assertion of an Anti-Doping Rule Violation has no reasonable prospect of being upheld, e.g., because of a patent flaw in the case against the Athlete or other Person;
  - (ii) any period of Ineligibility that might otherwise be imposed for the Anti-Doping Rule Violation(s) asserted is likely to be completely eliminated by application of Article 10.5 (No Fault or Negligence);
  - (iii) the Anti-Doping Rule Violation asserted is likely to have involved a Contaminated Product;
  - (iv) the Anti-Doping Rule Violation asserted involves a Substance of Abuse and the Athlete establishes entitlement to a reduced period of Ineligibility under Article 10.2.4(a); or
  - (v) other facts exist that make it clearly unfair, in all of the circumstances, for the Athlete or other Person to be subject to a Provisional Suspension prior to the final first instance decision on the merits. This ground is to be construed narrowly, and applied only in truly exceptional circumstances. For example, the fact that the Provisional Suspension would prevent the Athlete or other Person participating in a particular Competition or Event shall not qualify as exceptional circumstances for these purposes.

7.10.4 Provisional Suspensions may be appealed as provided in Article 13.3 and Article 13.4.

7.10.5 Voluntary acceptance of Provisional Suspension:

- (a) An Athlete may voluntarily accept a Provisional Suspension, provided that they do so no later than the latest of the following dates: (1) ten (10) days after waiver of the B Sample analysis or receipt of the results of analysis of the B Sample (as applicable); (2) ten (10) days after receipt of a Notice of a potential Anti-Doping Rule Violation other than under Article 2.1; or (3) the date after receipt of a Notice on which the Athlete would otherwise first compete.
  - (b) Other Persons may voluntarily accept a Provisional Suspension within ten (10) days of receipt of a Notice of a potential Anti-Doping Rule Violation.
  - (c) A Provisional Suspension that is voluntarily accepted by the applicable deadline shall have effect and shall be treated in the same manner as a Provisional Suspension imposed in accordance with Article 7.10.1 or 7.10.2.
  - (d) The Athlete or other Person may withdraw their voluntary acceptance of a Provisional Suspension, but in that event they shall not receive any credit for the Provisional Suspension served.
- 7.10.6 During the period of a Provisional Suspension (whether imposed or voluntarily accepted), the Athlete or other Person who is subject to the Provisional Suspension may not participate in any capacity (or, in the case of an Athlete Support Person or other Person, assist an Athlete who is participating in any capacity) in any Competition, Event or other activity organised, convened, authorised or recognised by the NGB or by any body that is a member of, or affiliated to, or licensed by the NGB.
- 7.10.7 Any Provisional Suspension imposed under this Article 7.10 will be notified to all Interested Parties. In addition, UKAD may Publicly Disclose the Provisional Suspension in accordance with Code Article 14.3.1, and/or as necessary to ensure that the Provisional Suspension is recognised and enforced, including in accordance with Code Article 15.1.
- 7.10.8 An Athlete who is subject to a Provisional Suspension has the right, if they so wish, to an expedited hearing on the merits of the case brought against them pursuant to Article 8, to take place (save in exceptional circumstances) no later than fourteen (14) days after the date of imposition of the Provisional Suspension.

## 7.11 Charge Letter

- 7.11.1 Upon receipt of a response by an Athlete or other Person to an Article 7.8 Notice, UKAD will assess any explanation provided, and may conduct such further investigation as it sees fit, including (without limitation) requesting further information and/or documents from the Athlete or other Person to whom the Notice was sent within a set deadline, and/or liaising with third parties in order to assess the validity of an explanation offered by the Athlete or other Person.
- 7.11.1.1 In a case based on an Adverse Passport Finding, UKAD will forward any explanation provided by the Athlete, together with any supporting information supplied by the Athlete, to the three experts from the Expert Panel referred to in Article 7.5, for

consideration (along with any other information that the three experts deem necessary) in accordance with the relevant International Standards.

- 7.11.1.2 If, following such consideration, the three experts from the Expert Panel are no longer unanimously of the opinion that the case is one of 'likely doping', UKAD will notify the Athlete and each Interested Party and (subject to the rights of appeal set out at Article 13) the matter shall not proceed any further.
- 7.11.1.3 If, following such consideration, the three experts from the Expert Panel maintain their opinion, notwithstanding the Athlete's explanation, that the case is one of 'likely doping', UKAD will proceed in accordance with Article 7.11.2.
- 7.11.2 Where, after receipt of the response of the Athlete or other Person to the Notice, or expiry of the deadline to receive such response, and after conducting such further investigation as it sees fit (if any), UKAD considers that the Athlete or other Person has committed one or more Anti-Doping Rule Violations, UKAD will promptly charge the Athlete or other Person with the relevant Anti-Doping Rule Violation(s).
- 7.11.3 The letter sent by UKAD to the Athlete or other Person (the "**Charge Letter**") will set out the following:
- (a) the Anti-Doping Rule Violation(s) that UKAD asserts the Athlete or other Person has committed;
  - (b) a summary of the facts and evidence relied upon by UKAD in support of that assertion;
  - (c) the Consequences that UKAD will seek under these Rules if it is established that the Athlete or other Person has committed the Anti-Doping Rule Violation(s) asserted;
  - (d) the right of the Athlete or other Person to respond to the Charge Letter (by a specified deadline of not more than twenty (20) days, which may be extended only in exceptional cases) in one of the following ways:
    - (i) to admit the Anti-Doping Rule Violation(s) asserted, and accede to the Consequences specified in the Charge Letter, including the one (1) year reduction pursuant to Article 10.8.1 of the otherwise applicable period of Ineligibility (if applicable);
    - (ii) to admit the Anti-Doping Rule Violation(s) asserted, but to dispute and/or seek mitigation of the Consequences specified in the Charge Letter, and to have the Consequences determined at a hearing conducted in accordance with Article 8; or
    - (iii) to deny the Anti-Doping Rule Violation(s) asserted, and to have the assertion and (if necessary) any Consequences determined at a hearing conducted in accordance with Article 8;

- (e) a warning that if the Athlete or other Person does not deny the Anti-Doping Rule Violation(s) asserted or the proposed Consequences or request a hearing by the prescribed deadline, the Athlete or other Person will be deemed to have waived their right to a hearing and admitted the Anti-Doping Rule Violation(s) asserted and the Consequences proposed in the Charge Letter (although, for the avoidance of doubt, this will not trigger any entitlement to the one (1) year reduction pursuant to Article 10.8.1);
- (f) noting the position in relation to any Provisional Suspension in accordance with Article 7.10; and
- (g) noting the opportunity for the Athlete or other Person to provide Substantial Assistance as set out in Article 10.7.1, and/or to seek to enter into a case resolution agreement as per Article 10.8.2.

7.11.4 The Athlete or other Person has the right to respond to the Charge Letter in any one of the following ways:

- (a) admit the Anti-Doping Rule Violation(s) charged, and accede to the Consequences specified in the Charge Letter;
- (b) admit the Anti-Doping Rule Violation(s) charged, but dispute and/or seek to mitigate the Consequences specified in the Charge Letter, and have the Consequences determined at a hearing conducted in accordance with Article 8; or
- (c) deny the Anti-Doping Rule Violation(s) charged, and have the charge and (if necessary) any Consequences determined at a hearing conducted in accordance with Article 8;

provided that if no response is received by the deadline specified in the Charge Letter, the Athlete or other Person will be deemed to have admitted the Anti-Doping Rule Violation(s) charged, and, unless UKAD (at its sole discretion) refers the determination of the applicable Consequences to a hearing conducted in accordance with Article 8, the Athlete or other Person will also be deemed to have acceded to the Consequences specified in the Charge Letter.

7.11.5 The Charge Letter will be sent at the same time to the Athlete or other Person charged and to their National Anti-Doping Organisation (if that is not UKAD), the NGB, their International Federation, and WADA, and will be promptly reported into ADAMS. Thereafter UKAD may Publicly Disclose the charge in accordance with Code Article 14.3.1.

7.11.6 If by the deadline specified in Article 7.11.3 the Athlete or other Person disputes the charge(s) and/or the Consequences specified by UKAD in the Charge Letter and requests a hearing, the matter shall be referred to the NADP in accordance with Article 8.

## 7.12 Case resolution without a hearing

7.12.1 At any time prior to a final decision by the NADP, UKAD may invite the Athlete or other Person to admit the Anti-Doping Rule Violation(s) charged

and accede to specified Consequences (e.g., in accordance with Article 10.8); or UKAD may decide to withdraw the Charge Letter for good cause.

7.12.2 In the event that UKAD withdraws the Charge Letter, or the Athlete or other Person admits the Anti-Doping Rule Violation(s) asserted and accedes to the Consequences specified by UKAD (or is deemed to have done so in accordance with Article 7.11.4), UKAD will promptly issue a reasoned decision confirming the withdrawal of the Charge Letter or the commission of the Anti-Doping Rule Violation(s) and the imposition of the specified Consequences (as applicable), will send notice of the decision to the Athlete or other Person and to each Interested Party, and (if applicable) will Publicly Disclose the decision in accordance with Article 8.5.

7.12.3 Any decision issued by UKAD in accordance with Article 7.12.2 that an Anti-Doping Rule Violation has been committed will not purport to be limited in effect to a particular geographic area or sport, and will address and determine (without limitation): (1) the factual basis of the decision that an Anti-Doping Rule Violation was committed; and (2) all of the Consequences to be imposed for such Anti-Doping Rule Violation, including the reasons for imposing the Consequences specified, and in particular the reasons for exercising any discretion not to impose the full Consequences available under these Rules.

### 7.13 Statute of Limitations

Notwithstanding any other provision of these Rules, no charge may be brought against an Athlete or other Person in respect of an Anti-Doping Rule Violation unless they have been given the Notice of the Anti-Doping Rule Violation referenced in Article 7.8, or notification has been reasonably attempted, within ten (10) years of the date that the Anti-Doping Rule Violation is asserted to have occurred.

## Article 8: **Disciplinary Proceedings**

### 8.1 Jurisdiction of the National Anti-Doping Panel

The following matters arising under these Rules shall be submitted for determination by the National Anti-Doping Panel ("**NADP**") in accordance with the NADP Rules, as amended from time to time:

8.1.1 A charge that one or more Anti-Doping Rule Violations has been committed. Where such charge is upheld, the NADP first instance tribunal will determine what Consequences (if any) should be imposed, in accordance with and pursuant to Articles 9 and 10.

8.1.2 An application for an order that a Provisional Suspension should or should not be imposed (or should be lifted).

8.1.3 An appeal brought in accordance with Article 13.4.2(b).

### 8.2 Independence of the National Anti-Doping Panel

The National Anti-Doping Panel shall be Operationally Independent and Institutionally Independent, and shall conduct its activities, including hearings, in

accordance with ISRM Article 8, and without interference from UKAD or any third party. Board members, staff members, commission members, consultants and officials of UKAD and its affiliates may not be appointed as members and/or clerks of the NADP. In particular, no member or clerk of the NADP shall have previously considered any TUE application or Results Management decision relating to a case in which they are asked to sit.

### 8.3 Hearings

8.3.1 The Athlete or other Person charged has the right to request a public hearing. Such request may however be denied in the interest of morals, public order, national security, where the interests of Minors or the protection of the private life of the parties so require, where publicity would prejudice the interests of justice, or where the proceedings are exclusively related to questions of law.

8.3.2 Interested Parties who are not joined as a party to the proceedings before the NADP shall have the right (a) to be kept advised of the status and outcome (with reasons) of the proceedings; and (b) to attend all hearings as observers.

### 8.4 Proof of doping

8.4.1 UKAD will have the burden of establishing that the Athlete or other Person has committed the Anti-Doping Rule Violation(s) charged. To meet that burden, UKAD must establish the Athlete's or other Person's commission of the Anti-Doping Rule Violation(s) to the comfortable satisfaction of the hearing panel, bearing in mind the seriousness of the allegations that are made. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt.

8.4.2 Where these Rules place the burden of proof upon the Athlete or other Person to rebut a presumption or establish specified facts or circumstances, the applicable standard of proof shall be by a balance of probability, except as provided in Articles 8.4.5 and 8.4.6.

8.4.3 The hearing panel shall have the power to decide on the admissibility, relevance and weight of any evidence (including the testimony of any fact or expert witness) and shall not be bound by any legal rules in relation to such matters. Facts may be established by any reliable means, including admissions, or reliable laboratory or other forensic testing conducted outside of WADA-accredited or approved laboratories.

8.4.4 Analytical methods or Decision Limits approved by WADA after consultation within the relevant scientific community or which have been the subject of peer review shall be presumed to be scientifically valid. Any Athlete or other Person seeking to challenge whether the conditions for such presumption have been met or seeking to rebut the presumption shall, as a condition precedent, first notify WADA and explain the basis for their position. The hearing panel, on its own initiative, may also inform WADA of any such challenge or attempt to rebut the presumption. WADA shall have the right to intervene as a party, appear as *amicus curiae*, or otherwise provide evidence in such proceedings, provided that it exercises that right within ten (10) days of its receipt of such notice and of the relevant case file. In cases before CAS, at WADA's request the CAS panel

shall appoint an appropriate scientific expert to assist the panel in its evaluation of the challenge/attempt to rebut the presumption.

- 8.4.5 WADA-accredited laboratories and other laboratories approved by WADA shall be presumed to have conducted Sample analysis and custodial procedures in accordance with the ISL. The Athlete or other Person asserted to have committed an Anti-Doping Rule Violation may rebut this presumption by establishing that a departure from the ISL occurred that could reasonably have caused the Adverse Analytical Finding (or the factual basis for any other Anti-Doping Rule Violation asserted). Where the presumption is rebutted, UKAD shall have the burden of establishing that such departure did not cause the Adverse Analytical Finding (or the factual basis for such other Anti-Doping Rule Violation).
- 8.4.6 Departures from any other International Standard or other anti-doping rule or policy set forth in these Rules or the Code shall not invalidate analytical results or other evidence of an Anti-Doping Rule Violation, and shall not constitute a defence to an assertion of an Anti-Doping Rule Violation, subject only to the following potential exception. If the Athlete or other Person establishes a departure from one of the specific International Standard provisions listed below, and further establishes that that departure could reasonably have caused an Anti-Doping Rule Violation based on an Adverse Analytical Finding or a Whereabouts Failure, UKAD shall have the burden of establishing that such departure did not cause the Adverse Analytical Finding or the Whereabouts Failure:
- (a) a departure from the ISTI provisions relating to Sample collection or Sample handling which could reasonably have caused the Adverse Analytical Finding based on which the Anti-Doping Rule Violation is asserted, in which case UKAD shall have the burden to establish that such departure did not cause the Adverse Analytical Finding;
  - (b) a departure from the ISRM or ISTI provisions relating to an Adverse Passport Finding which could reasonably have caused the Anti-Doping Rule Violation asserted, in which case UKAD shall have the burden to establish that such departure did not cause the Anti-Doping Rule Violation;
  - (c) a departure from the ISRM provisions relating to the requirement to provide notice to the Athlete of the B Sample opening which could reasonably have caused the Adverse Analytical Finding based on which the Anti-Doping Rule Violation is asserted, in which case UKAD shall have the burden to establish that such departure did not cause the Adverse Analytical Finding; or
  - (d) a departure from the ISRM provisions relating to Athlete notification which could reasonably have caused a Whereabouts Failure based on which the Anti-Doping Rule Violation is asserted, in which case UKAD shall have the burden to establish that such departure did not cause the Whereabouts Failure.
- 8.4.7 The facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction that is not the subject of a pending appeal shall be irrebuttable evidence against the Athlete or other Person

to whom the decision pertained of those facts, unless the Athlete or other Person establishes that the decision violated principles of natural justice.

- 8.4.8 Where an Athlete or other Person who is asserted to have committed an Anti-Doping Rule Violation refuses, after a request made in a reasonable time in advance of the hearing, to appear at the hearing (either in person or as otherwise directed by the hearing panel) and to answer questions put by the hearing panel or UKAD, the hearing panel may draw an inference adverse to that Athlete or other Person from that refusal.

## 8.5 **Publication of Decisions**

- 8.5.1 Where the hearing panel determines that an Anti-Doping Rule Violation has been committed, the decision may be Publicly Reported immediately. If the decision is not appealed, or is upheld on appeal, the decision (if not previously Publicly Reported) shall be Publicly Reported within twenty (20) days of the expiry of the appeal deadline or the appeal decision (as applicable). However, this mandatory Public Reporting requirement shall not apply where the Athlete or other Person who has been found to have committed an Anti-Doping Rule Violation is a Protected Person, Minor or a Recreational Athlete. Any optional Public Reporting in a case involving a Protected Person, Minor or a Recreational Athlete shall be proportionate to the facts and circumstances of the case.

- 8.5.2 Where the hearing panel has determined that an Anti-Doping Rule Violation has not been committed, the decision shall not be Publicly Disclosed unless the Athlete or other Person consents to such disclosure. Where the Athlete or other Person does not so consent, a summary of the decision may be published, provided that what is disclosed does not enable the public to identify the Athlete or other Person.

- 8.5.3 Publication shall be accomplished at a minimum by placing the required information on UKAD's website and leaving the information up for the longer of (a) one (1) month; and (b) the duration of any period of Ineligibility.

## 8.6 **Single Hearing before CAS**

With the consent of the Athlete or other Person, UKAD and WADA, an assertion that the Athlete or other Person has committed one or more Anti-Doping Rule Violations may be heard directly by CAS, with no requirement for a prior hearing.

## Article 9: **Automatic Disqualification of Individual Results**

### 9.1 **Disqualification of Competition results as a consequence of an Anti-Doping Rule Violation committed in connection with or arising out of an In-Competition test**

An Anti-Doping Rule Violation in Individual Sports in connection with or arising out of an In-Competition test automatically leads to Disqualification of the results

obtained in the Competition in question, with all resulting consequences, including forfeiture of any medals, titles, points and prizes.

## 9.2 **Impact of Disqualification on an opponent's results**

There will be no adjustment of results, medals, titles, points, prizes or other consequences for the opponent of an Athlete (or the opponent of the team of an Athlete) subsequently found to have committed an Anti-Doping Rule Violation, irrespective of any Disqualification of results that may be ordered under these Rules, unless specific provision is made for such adjustment in the rules of the International Federation or in the applicable Event or Competition rules.

## Article 10: **Ineligibility Sanctions for Individuals**

### 10.1 **Disqualification of results in the Event during which an Anti-Doping Rule Violation occurs**

10.1.1 Except as provided in Article 10.1.2, where an Athlete is found to have committed an Anti-Doping Rule Violation during or in connection with one Competition in an Event, then (in addition to the consequences set out at Article 9.1) the Anti-Doping Rule Violation may (upon the decision of the ruling body of the Event or the NADP hearing panel) lead to the Disqualification of any individual results obtained by the Athlete in other Competitions in that Event, with all resulting consequences, including forfeiture of all medals, titles, points and prizes. Factors to be included in considering whether to Disqualify other results in an Event might include, for example, the seriousness of the Athlete's Anti-Doping Rule Violation and whether the Athlete tested negative in the other Competitions.

10.1.2 If the Athlete establishes that they bear No Fault or Negligence for the Anti-Doping Rule Violation in question, the Athlete's individual results in such other Competitions shall not be Disqualified unless UKAD establishes that the Athlete's results in those other Competitions were likely to have been affected by the Athlete's Anti-Doping Rule Violation.

### 10.2 **Imposition of a Period of Ineligibility for the Presence, Use or Attempted Use, or Possession of a Prohibited Substance and/or a Prohibited Method**

The period of Ineligibility for an Anti-Doping Rule Violation under Article 2.1, 2.2 or 2.6 that is the Athlete's or other Person's first anti-doping offence shall be as follows, subject to potential elimination, reduction or suspension pursuant to Article 10.5, 10.6 or 10.7:

10.2.1 Save where Article 10.2.4(a) applies, the period of Ineligibility shall be four (4) years where:

- (a) The Anti-Doping Rule Violation does not involve a Specified Substance or a Specified Method, unless the Athlete or other

- Person can establish that the Anti-Doping Rule Violation was not intentional.
- (b) The Anti-Doping Rule Violation involves a Specified Substance or a Specified Method and UKAD can establish that the Anti-Doping Rule Violation was intentional.
- 10.2.2 If Article 10.2.1 does not apply, then (subject to Article 10.2.4(a)) the period of Ineligibility shall be two (2) years.
- 10.2.3 As used in Article 10.2, the term "intentional" is meant to identify those Athletes or other Persons who engage in conduct which they know constitutes an Anti-Doping Rule Violation or they know that there is a significant risk that the conduct might constitute or result in an Anti-Doping Rule Violation and they manifestly disregard that risk.<sup>1</sup>
- (a) An Anti-Doping Rule Violation resulting from an Adverse Analytical Finding for a Prohibited Substance or a Prohibited Method which is only prohibited In-Competition shall be rebuttably presumed to be not "intentional" if the Prohibited Substance is a Specified Substance or the Prohibited Method is a Specified Method and the Athlete can establish that the Prohibited Substance or Prohibited Method was Used Out-of-Competition.
- (b) An Anti-Doping Rule Violation resulting from an Adverse Analytical Finding for a Prohibited Substance or a Prohibited Method which is only prohibited In-Competition shall not be considered "intentional" if the Prohibited Substance is not a Specified Substance or the Prohibited Method is not a Specified Method and the Athlete can establish that the Prohibited Substance or Prohibited Method was Used Out-of-Competition in a context unrelated to sport performance.
- 10.2.4 Notwithstanding any other provision in Article 10.2, where the Anti-Doping Rule Violation involves a Substance of Abuse:
- (a) If the Athlete can establish that any ingestion or Use occurred Out-of-Competition and was unrelated to sport performance, the period of Ineligibility shall be three (3) months; provided that it may be further reduced to one (1) month if the Athlete satisfactorily completes a Substance of Abuse treatment program approved by UKAD. The period of Ineligibility established in this Article 10.2.4(a) is not subject to any reduction pursuant to Article 10.6.
- (b) If the ingestion, Use or Possession occurred In-Competition, and the Athlete can establish that the context of the ingestion, Use or Possession was unrelated to sport performance, the ingestion, Use or Possession shall not be considered intentional for purposes of Article 10.2.1 and shall not provide a basis for a finding of Aggravating Circumstances under Article 10.4.

<sup>1</sup> Outside Article 10.2, the term "intentional" as used in these Rules does not have the special meaning set out in Article 10.2.3; rather it means that the person intended to commit the act(s) based on which the Anti-Doping Rule Violation is asserted, regardless of whether the person knew that such act(s) constituted an Anti-Doping Rule Violation.

### 10.3 Imposition of a period of Ineligibility for other Anti-Doping Rule Violations

The period of Ineligibility for Anti-Doping Rule Violations other than those addressed in Article 10.2 shall be as follows, unless Articles 10.6 or 10.7 are applicable:

- 10.3.1 For an Anti-Doping Rule Violation under Article 2.3 or Article 2.5 that is the Athlete's or other Person's first doping offence, the period of Ineligibility shall be four (4) years except:
- (a) in the case of failing to submit to Sample collection, if the Athlete can establish that the commission of the Anti-Doping Rule Violation was not intentional, the period of Ineligibility shall be two (2) years;
  - (b) in all other cases, if the Athlete or other Person can establish exceptional circumstances that justify a reduction of the period of Ineligibility, the period of Ineligibility shall be in a range from two (2) years to four (4) years, depending on the Athlete's or other Person's degree of Fault; or
  - (c) in a case involving a Protected Person or Recreational Athlete, the period of Ineligibility shall be in a range between a maximum of two (2) years and, at a minimum, a reprimand and no period of Ineligibility, depending on the Protected Person's or Recreational Athlete's degree of Fault.
- 10.3.2 For an Article 2.4 Anti-Doping Rule Violation that is the Athlete's first anti-doping offence, the period of Ineligibility shall be two (2) years, subject to reduction down to a minimum of one (1) year, depending on the Athlete's degree of Fault. The flexibility between two (2) years and one (1) year of Ineligibility in this Article is not available where a pattern of last-minute whereabouts changes or other conduct raises a serious suspicion that the Athlete was trying to avoid being available for Testing.
- 10.3.3 For an Article 2.7 or Article 2.8 Anti-Doping Rule Violation that is the Athlete's or other Person's first doping offence, the period of Ineligibility shall be a minimum of four (4) years up to lifetime Ineligibility, depending on the seriousness of the violation, provided that:
- (a) An Article 2.7 or 2.8 Anti-Doping Rule Violation involving a Protected Person shall be considered a particularly serious offence and, if committed by Athlete Support Personnel in relation to violations not solely involving Specified Substances or Specified Methods, shall result in lifetime Ineligibility for such Athlete Support Personnel.
  - (b) Significant Article 2.7 or 2.8 Anti-Doping Rule Violations that may also violate non-sporting laws and regulations shall be reported to the competent administrative, professional or judicial authorities.
- 10.3.4 For an Article 2.9 Anti-Doping Rule Violation that is the Athlete's or other Person's first doping offence, the period of Ineligibility imposed shall be a minimum of two (2) years, up to lifetime Ineligibility, depending on the seriousness of the violation.

10.3.5 For an Article 2.10 Anti-Doping Rule Violation that is the Athlete's or other Person's first doping offence, the period of Ineligibility shall be two (2) years, subject to reduction down to a minimum of one (1) year, depending on the Athlete's or other Person's degree of Fault and other circumstances of the case.

10.3.6 For an Article 2.11 Anti-Doping Rule Violation, the period of Ineligibility shall be a minimum of two (2) years, up to lifetime Ineligibility, depending on the seriousness of the violation.

**10.4 Aggravating Circumstances which may increase the period of Ineligibility**

If UKAD establishes, in an individual case involving an Anti-Doping Rule Violation under Article 2.1, 2.2, 2.3, 2.4, 2.5, 2.6 or 2.10, that Aggravating Circumstances are present that justify the imposition of a period of Ineligibility greater than the standard sanction otherwise applicable in accordance with Article 10.2 or 10.3, the period of Ineligibility otherwise applicable shall be increased by an additional period of Ineligibility of up to two (2) years depending on the seriousness of the violation and the nature of the Aggravating Circumstances, unless the Athlete or other Person can establish that they did not knowingly commit the Anti-Doping Rule Violation.

**10.5 Elimination of the period of Ineligibility where there is No Fault or Negligence**

If an Athlete or other Person establishes in an individual case that they bear No Fault or Negligence for the Anti-Doping Rule Violation, the otherwise applicable period of Ineligibility shall be eliminated.

**10.6 Reduction of the period of Ineligibility based on No Significant Fault or Negligence**

10.6.1 Reduction of Sanctions in particular circumstances for Anti-Doping Rule Violations under Article 2.1, 2.2 or 2.6:

All reductions under Article 10.6.1 are mutually exclusive and not cumulative.

(a) Specified Substances or Specified Methods

Where the Anti-Doping Rule Violation involves a Specified Substance (other than a Substance of Abuse) or Specified Method, and the Athlete or other Person can establish that they bear No Significant Fault or Negligence for the violation, the period of Ineligibility shall be, at a minimum, a reprimand and no period of Ineligibility, and at a maximum, two (2) years of Ineligibility, depending on the Athlete's or other Person's degree of Fault.

(b) Contaminated Products

In cases involving a Prohibited Substance that is not a Substance of Abuse, where the Athlete or other Person can establish both that they bear No Significant Fault or Negligence for the violation and that the Prohibited Substance came from a Contaminated Product, the period of Ineligibility shall be, at a minimum, a reprimand and no period of Ineligibility, and at a maximum, two (2) years

Ineligibility, depending on the Athlete's or other Person's degree of Fault.

(c) Protected Persons or Recreational Athletes

Except for Anti-Doping Rule Violations involving Substances of Abuse, where the Anti-Doping Rule Violation is committed by a Protected Person or Recreational Athlete and they can establish that they bear No Significant Fault or Negligence for the violation, the period of Ineligibility shall be, at a minimum, a reprimand and no period of Ineligibility, and at a maximum, two (2) years Ineligibility, depending on the Protected Person's or Recreational Athlete's degree of Fault.

10.6.2 Application of No Significant Fault or Negligence beyond Article 10.6.1:

In an individual case where Article 10.6.1 is not applicable, if an Athlete or other Person establishes that they bear No Significant Fault or Negligence for the Anti-Doping Rule Violation asserted against them, then (subject to further reduction or elimination as provided in Article 10.7) the otherwise applicable period of Ineligibility may be reduced based on the Athlete's or other Person's degree of Fault, but the reduced period of Ineligibility may not be less than one-half of the period of Ineligibility otherwise applicable. If the otherwise applicable period of Ineligibility is a lifetime, the reduced period may be no less than eight (8) years.

**10.7 Elimination, reduction, or suspension of the period of Ineligibility and/or other Consequences for reasons unrelated to Fault**

10.7.1 Substantial Assistance in Discovering or Establishing Code Violations:

- (a) Prior to an appellate decision under Article 13 or the expiration of the time to appeal, UKAD may suspend a part of the Consequences (other than Disqualification and mandatory Public Disclosure) imposed in an individual case where the Athlete or other Person has provided Substantial Assistance to an Anti-Doping Organisation, criminal authority or professional disciplinary body:
  - (i) which results in the Anti-Doping Organisation discovering or bringing forward an Anti-Doping Rule Violation by another Person;
  - (ii) which results in a criminal or disciplinary body discovering or bringing forward a criminal offence or a breach of professional rules committed by another Person and the information provided by the Person providing Substantial Assistance is made available to UKAD or another Anti-Doping Organisation with Results Management responsibility;
  - (iii) which results in WADA initiating a proceeding against a Signatory, WADA-accredited laboratory, or Athlete Passport Management Unit (as defined in the ISL) for non-compliance with the Code or an International Standard or Technical Document; or

- (iv) (with the approval by WADA) which results in a criminal or disciplinary body bringing forward a criminal offence or a breach of professional or sport rules arising out of a sport integrity violation other than doping.

After an appellate decision under Article 13 or the expiration of time to appeal, UKAD may only suspend a part of the otherwise applicable Consequences (other than Disqualification and mandatory Public Disclosure) with the approval of WADA and the applicable International Federation.

- (b) The extent to which the otherwise applicable period of Ineligibility may be suspended shall be based on the seriousness of the Anti-Doping Rule Violation committed by the Athlete or other Person and the significance of the Substantial Assistance provided by the Athlete or other Person to the effort to eliminate doping in sport, non-compliance with the Code, and/or sport integrity violations. No more than three quarters of the otherwise applicable period of Ineligibility may be suspended. If the otherwise applicable period of Ineligibility is a lifetime, the non-suspended period under this Article must be no less than eight (8) years. For purposes of this paragraph, the otherwise applicable period of Ineligibility shall not include any period of Ineligibility that could be added under Article 10.9.4(b).

Where requested by an Athlete or other Person, UKAD shall allow the Athlete or other Person to provide Substantial Assistance to it subject to a Without Prejudice Agreement.

If the Athlete or other Person fails to continue to cooperate and to provide the complete and credible Substantial Assistance upon which a suspension of the Consequences was based, UKAD shall reinstate the original Consequences. A decision by UKAD to reinstate or not to reinstate suspended Consequences may be appealed pursuant to Article 13.

- (c) To further encourage Athletes and other Persons to provide Substantial Assistance to Anti-Doping Organisations, at the request of UKAD or at the request of the Athlete or other Person who has, or has been asserted to have, committed an Anti-Doping Rule Violation, or other violation of the Code, WADA may agree at any stage of the Results Management process, including after a final appellate decision under Article 13, to what it considers to be an appropriate suspension of the otherwise-applicable period of Ineligibility and other Consequences. In exceptional circumstances, WADA may agree to suspensions of the period of Ineligibility and other Consequences for Substantial Assistance greater than those otherwise provided in this Article, or even to no period of Ineligibility, no mandatory Public Disclosure, and/or no return of prize money or payment of fines or costs. WADA's approval shall be subject to reinstatement of Consequences as otherwise provided in this Article. Notwithstanding Article 13, WADA's decisions in the context of this Article may not be appealed.

- (d) If UKAD suspends any part of an otherwise applicable Consequence because of Substantial Assistance, notice providing justification for the decision shall be provided to each Interested Party. In unique circumstances where WADA determines that it would be in the best interests of anti-doping, WADA may authorise UKAD to enter into appropriate confidentiality agreements limiting or delaying the disclosure of the Substantial Assistance agreement or the nature of Substantial Assistance being provided.
- (e) Where UKAD declines to exercise the discretion conferred on it by this Article 10.7.1, and the matter comes before a hearing panel under Article 8 or an appeal panel under Article 13, the hearing panel/appeal panel (as applicable) may exercise such discretion if the conditions of Article 10.7.1(a) are satisfied and the hearing panel/appeal panel sees fit. Alternatively, the hearing panel/appeal panel may consider a submission that UKAD, in exercising its discretion under this Article 10.7.1, should have suspended a greater part of the Consequences.

10.7.2 Admission of an Anti-Doping Rule Violation in the absence of other evidence:

Where an Athlete or other Person voluntarily admits the commission of an Anti-Doping Rule Violation before receiving either (a) notification of a Sample collection that could establish the Anti-Doping Rule Violation (in the case of an Article 2.1 Anti-Doping Rule Violation), or (b) a Notice (in the case of any other Anti-Doping Rule Violation), and that admission is the only reliable evidence of the violation at the time of the admission, the otherwise applicable period of Ineligibility may be reduced by up to but not by more than one half.

10.7.3 Application of multiple grounds for reduction of a sanction:

Where an Athlete or other Person establishes entitlement to a reduction in sanction under more than one provision of Article 10.6 or 10.7, before applying any reduction or suspension under Article 10.7, the otherwise applicable period of Ineligibility shall be determined in accordance with Articles 10.2, 10.3, and 10.6. If the Athlete or other Person establishes entitlement to a reduction or suspension of the period of Ineligibility under Article 10.7, the period of Ineligibility may be reduced or suspended, but not below one-fourth of the otherwise applicable period of Ineligibility.

**10.8 Results Management agreements**

10.8.1 One (1) year reduction for certain Anti-Doping Rule Violations based on early admission and acceptance of sanction:

Where UKAD sends an Athlete or other Person a Charge Letter for an Anti-Doping Rule Violation that carries an asserted period of Ineligibility of four (4) or more years (including any period of Ineligibility asserted under Article 10.4), if the Athlete or other Person admits the violation and accepts the asserted period of Ineligibility no later than twenty (20) days after receiving the Charge Letter, they shall receive a one (1) year reduction in the period of Ineligibility asserted by UKAD. Where the Athlete or other Person receives the one (1) year reduction in the asserted

period of Ineligibility under this Article 10.8.1, no further reduction in the asserted period of Ineligibility shall be allowed under any other Article.

10.8.2 Case resolution agreements:

Where the Athlete or other Person admits an Anti-Doping Rule Violation after being confronted with it by UKAD and agrees to Consequences acceptable to UKAD and WADA, at their sole discretion:

- (a) the Athlete or other Person may receive a reduction in the period of Ineligibility based on an assessment by UKAD and WADA of the application of Articles 10.1 through 10.7 to the asserted Anti-Doping Rule Violation, the seriousness of the violation, the Athlete's or other Person's degree of Fault, and how promptly the Athlete or other Person admitted the violation; and
- (b) the period of Ineligibility may start as early as the date of Sample collection or the date on which another Anti-Doping Rule Violation last occurred.

In each case, however, where this Article is applied, the Athlete or other Person shall serve at least one-half of the agreed-upon period of Ineligibility going forward from the earlier of (1) the date the Athlete or other Person accepted the imposition of a period of Ineligibility; and (2) the date the Athlete or other Person accepted a Provisional Suspension which was subsequently respected by the Athlete or other Person. The decision by WADA and UKAD to enter or not enter into a case resolution agreement, and the amount of the reduction to, and the starting date of, the period of Ineligibility agreed, are not matters that may be determined or reviewed by a hearing panel and are not subject to appeal under Article 13.

If so requested by an Athlete or other Person who seeks to enter into a case resolution agreement under this Article, UKAD shall allow the Athlete or other Person to discuss the potential admission of the Anti-Doping Rule Violation with it subject to a Without Prejudice Agreement.

10.9 **Multiple Violations**

10.9.1 Second Anti-Doping Violation:

For an Athlete's or other Person's second Anti-Doping Rule Violation, the period of Ineligibility shall be the greater of:

- (a) A six (6) month period of Ineligibility; and
- (b) A period of Ineligibility in the range between:
  - (i) the sum of the period of Ineligibility imposed for the first Anti-Doping Rule Violation plus the period of Ineligibility otherwise applicable to the second Anti-Doping Rule Violation treated as if it were a first violation; and
  - (ii) twice the period of Ineligibility otherwise applicable to the second Anti-Doping Rule Violation treated as if it were a first violation.

The period of Ineligibility within this range shall be determined based on the entirety of the circumstances and the Athlete's or other Person's degree of Fault with respect to the second violation.

The period of Ineligibility established in this Article 10.9.1 may then be further reduced by the application of Article 10.7.

### 10.9.2 Third Anti-Doping Violation:

A third Anti-Doping Rule Violation will always result in a lifetime period of Ineligibility, unless it fulfils the conditions for reduction of the period of Ineligibility under Article 10.6, or involves a violation of Article 2.4. In these particular cases, the period of Ineligibility shall be from eight (8) years to lifetime Ineligibility.

The period of Ineligibility established in this Article 10.9.2 may then be further reduced by the application of Article 10.7.

### 10.9.3 The following shall not be considered a violation for purposes of this Article 10.9:

- (a) An Anti-Doping Rule Violation for which the Athlete or other Person in question has established they bore No Fault or Negligence.
- (b) An Anti-Doping Rule Violation sanctioned under Article 10.2.4(a).

### 10.9.4 Additional rules for certain potential multiple offences:

- (a) For the purposes of imposing sanctions under Article 10.9, except as provided in Articles 10.9.4(b) and 10.9.4(c) an Anti-Doping Rule Violation will only be considered a second (or third, as applicable) Anti-Doping Rule Violation if UKAD can establish that the Athlete or other Person committed the additional Anti-Doping Rule Violation after they received notice, or after UKAD or its designee made a reasonable attempt to give notice, of the first (or the second, as applicable) Anti-Doping Rule Violation. Otherwise, the first and second Anti-Doping Rule Violations (or the second and third Anti-Doping Rule Violations, as applicable) shall be considered as one single first Anti-Doping Rule Violation, and the sanction imposed shall be based on the Anti-Doping Rule Violation that carries the more severe sanction, including the application of Aggravating Circumstances. Results in all Competitions dating back to the earlier Anti-Doping Rule Violation will be Disqualified as provided in Article 10.10.
- (b) If UKAD establishes that an Athlete or other Person committed an additional Anti-Doping Rule Violation prior to notification of the first Anti-Doping Rule Violation, and that the additional violation occurred twelve (12) months or more before or after the first-notified violation, the period of Ineligibility for the additional violation shall be calculated as if it were a stand-alone first violation, and this period of Ineligibility will be served consecutively to, rather than concurrently with, the period of Ineligibility imposed for the first-notified violation. Where this Article 10.9.4(b) applies, the violations taken together shall constitute a single violation for purposes of Articles 10.9.1 and 10.9.2.

- (c) If UKAD establishes that an Athlete or other Person committed an Article 2.5 Anti-Doping Rule Violation in connection with the Doping Control process relating to another asserted Anti-Doping Rule Violation, the Article 2.5 Anti-Doping Rule Violation shall be treated as a stand-alone first violation and the period of Ineligibility for such violation shall be served consecutively to, rather than concurrently with, the period of Ineligibility (if any) imposed for the underlying Anti-Doping Rule Violation. Where this Article 10.9.4 (c) is applied, the violations taken together shall constitute a single violation for purposes of Articles 10.9.1 and 10.9.2.
- (d) If UKAD establishes that an Athlete or other Person has committed a second or third Anti-Doping Rule Violation during a period of Ineligibility, the periods of Ineligibility for the multiple violations shall run consecutively, rather than concurrently.

10.9.5 Multiple Anti-Doping Rule Violations during a ten-year period:

Any prior Anti-Doping Rule Violation shall only be taken into account for purposes of Article 10.9 if it took place within ten (10) years of the Anti-Doping Rule Violation now under consideration.

**10.10 Disqualification of results in Competitions taking place after the commission of the Anti-Doping Rule Violation**

Unless fairness requires otherwise, in addition to the Disqualification of results under Article 9.1 and Article 10.1, any other results obtained by the Athlete in Competitions taking place in the period starting on the date the Sample in question was collected or other Anti-Doping Rule Violation occurred and ending on the commencement of any Provisional Suspension or Ineligibility period, shall be Disqualified, with all of the resulting consequences, including forfeiture of any medals, titles, points and prizes.

**10.11 Forfeited Prize Money**

If UKAD recovers prize money forfeited as a result of an Anti-Doping Rule Violation, it shall take reasonable measures to allocate and distribute this prize money to the Athletes who would have been entitled to it had the forfeiting Athlete not competed.

**10.12 Financial Consequences**

10.12.1 Where an Athlete or other Person commits an Anti-Doping Rule Violation, upon request by UKAD the NADP hearing panel may fine the Athlete or Person a proportionate amount. A fine may only be imposed in cases where the maximum period of Ineligibility otherwise applicable has already been imposed.

10.12.2 The imposition of a fine shall not be considered a basis for reducing the period of Ineligibility or other Consequences that would otherwise be applicable under these Rules.

**10.13 Commencement of Ineligibility period**

Where an Athlete is already serving a period of Ineligibility for an Anti-Doping Rule Violation, any new period of Ineligibility shall start on the first day after the current period of Ineligibility has been served. Otherwise, the period of Ineligibility shall

start on the date of the final decision providing for Ineligibility, or (if the hearing is waived, or there is no hearing) on the date Ineligibility is accepted or otherwise imposed, save as follows:

10.13.1 Delays not attributable to the Athlete or other Person:

Where there have been substantial delays in the hearing process or other aspects of Doping Control, and the Athlete or other Person can establish that such delays are not attributable to them, the period of Ineligibility may be deemed to have started at an earlier date, commencing as far back as the date of Sample collection or the date on which another Anti-Doping Rule Violation last occurred. All competitive results achieved during the period of Ineligibility, including retroactive Ineligibility, shall be Disqualified.

10.13.2 Credit for any Provisional Suspension or period of Ineligibility served:

- (a) Any period of Provisional Suspension (whether imposed or voluntarily accepted) that has been respected by the Athlete or other Person shall be credited against the total period of Ineligibility to be served. To get credit for any period of voluntary Provisional Suspension, however, the Athlete or other Person must have given written notice at the beginning of such period to UKAD (and UKAD shall copy that notice to each Interested Party). If the Athlete or other Person does not respect a Provisional Suspension in full, they shall receive no credit for any period of Provisional Suspension served. If a period of Ineligibility is served pursuant to a decision that is subsequently appealed, the Athlete or other Person shall receive credit for the served period against any period of Ineligibility which may ultimately be imposed on appeal.
- (b) No credit against a period of Ineligibility shall be given for any period before the effective date of the Provisional Suspension (whether imposed or voluntarily accepted), regardless of whether the Athlete elected not to compete or was suspended by their team.
- (c) In Team Sports, where a period of Ineligibility is imposed upon a team, unless fairness requires otherwise the period of Ineligibility shall start on the date of the final decision providing for Ineligibility or, if the hearing is waived, on the date Ineligibility is accepted or otherwise imposed. Any period of team Provisional Suspension (whether imposed or voluntarily accepted) shall be credited against the total period of Ineligibility served.

**10.14 Status during Ineligibility or Provisional Suspension**

10.14.1 Prohibition against participation:

While serving a period of Ineligibility or Provisional Suspension, an Athlete or other Person may not participate in any capacity (or assist any Athlete participating in any capacity) in a Competition, Event or other activity (other than authorised anti-doping education or rehabilitation programmes) organised, convened, authorised or recognised by (a) the NGB or by any body that is a member of, or affiliated to, or licensed by the NGB; (b) any Signatory; (c) any club or other body that is a member

of, or affiliated to, or licensed by, a Signatory or a Signatory's member organisation; (d) any professional league or any international- or national-level Event organisation; or (e) any elite or national-level sporting activity funded by a governmental agency.

- 10.14.2 Where an Event that will take place after the period of Ineligibility has an entry deadline that falls during the period of Ineligibility, the Athlete may submit an application for entry in the Event in accordance with that deadline, notwithstanding that at the time of such application they are still Ineligible.
- 10.14.3 While serving a period of Ineligibility or Provisional Suspension, an Athlete shall remain subject to Testing and must provide whereabouts information for that purpose upon demand by UKAD.
- 10.14.4 The only exceptions to Article 10.14.1 are as follows:
- (a) An Athlete or other Person who is subject to a period of Ineligibility longer than four (4) years may, after completing four years of the period of Ineligibility, participate as an Athlete in local sport events not sanctioned or otherwise under the authority of the NGB or any body that is a member of, or affiliated to, or licensed by the NGB or a Signatory or member of a Signatory, but only so long as the local sports events (1) are not at a level that could otherwise qualify such Athlete or other Person directly or indirectly to compete in (or accumulate points towards) a national championship or International Event, and (2) do not involve the Athlete or other Person working in any capacity with Protected Persons; and
  - (b) an Athlete may return to train with a team or to use the facilities of a club or other member organisation of the NGB or a Signatory's member organisation during the shorter of: (1) the last two (2) months of the period of Ineligibility; and (2) the last one-quarter of the period of Ineligibility.
- 10.14.5 In addition, save where the Anti-Doping Rule Violation involved a reduced sanction further to Article 10.5 or 10.6, some or all financial support or benefits (if any) that might have otherwise been provided to the Athlete or other Person shall be withheld by the NGB, Signatories, Signatories' member organisations, and governments or government agencies.
- 10.14.6 If an Athlete or other Person violates the prohibition against participation set out in Article 10.14.1, any results they obtain during such participation shall be Disqualified, with all resulting consequences, including forfeiture of all medals, titles, points and prizes, and a new period of Ineligibility equal in length to the original period of Ineligibility shall be added to the end of the original period of Ineligibility. The new period of Ineligibility may be adjusted based on the Athlete's or other Person's degree of Fault and other circumstances of the case (and so may include a reprimand and no period of Ineligibility). The determination of whether an Athlete or other Person has violated the prohibition against participation, and whether the new period of Ineligibility should be adjusted, shall be made by the Anti-Doping Organisation which brought the case that led to the initial period of Ineligibility. If the Athlete or other Person does not accept the new period of Ineligibility (or, if applicable, reprimand) proposed by

the Anti-Doping Organisation, the matter shall proceed to a hearing in accordance with ISRM Article 11.1. The hearing panel's decision may be appealed pursuant to Article 13.

An Athlete or other Person who violates the prohibition against participation during a Provisional Suspension set out in Article 10.14.1 shall receive no credit for any period of Provisional Suspension served and any results they obtain during such participation shall be Disqualified, with all resulting consequences, including forfeiture of all medals, titles, points and prizes.

- 10.14.7 Where an Athlete Support Person or other Person assists a Person in violating the prohibition against participation during Ineligibility, UKAD (or the Anti-Doping Organisation with jurisdiction over such Athlete Support Person or other Person) shall pursue the matter as a potential Article 2.9 Anti-Doping Rule Violation in accordance with Article 7.7.

#### **10.15 Automatic publication of Consequences**

A mandatory Consequence in every case where an Anti-Doping Rule Violation has been committed shall be automatic publication, as provided in Articles 8.5 and 13.8.

#### **10.16 Reinstatement**

10.16.1 Once a period of Ineligibility has expired, provided the Athlete or other Person has (a) respected Article 10.14.3, (b) respected Article 1.4.5, and (c) satisfied in full all forfeiture penalties due under these Rules and any costs order made against them by an NADP tribunal and/or CAS, the Athlete or other Person will become automatically re-eligible to compete (unless the Athlete or other Person is otherwise ineligible for reasons not related to the Anti-Doping Rule Violation for which the expired period of Ineligibility was imposed) without further formality.

10.16.2 Where fairness requires, UKAD or the hearing panel may establish an instalment plan for payment of any prize money forfeited under these Rules. The payment schedule may extend beyond any period of Ineligibility imposed on the Athlete in question.

### **Article 11: Consequences To Teams**

#### **11.1 Testing of Team Sports or a sport in which awards are given to teams**

Where more than one (1) member of a team has been notified of a possible Anti-Doping Rule Violation in connection with an Event, the team may be subjected to Target Testing during the Event Period.

#### **11.2 Consequences for Team Sports or a sport in which awards are given to teams**

If more than two (2) members of a team are found to have committed an Anti-Doping Rule Violation during an Event Period, this shall be treated as misconduct pursuant to the NGB's disciplinary rules for which an appropriate sanction shall be imposed on the team (e.g., loss of points, Disqualification from a Competition or

Event, or other sanction) over and above any Consequences that are imposed on the individual Athletes committing an Anti-Doping Rule Violation. In addition, the ruling body of the Event may provide in the Event rules for further (Event-specific) sanctions to be imposed on the team in such circumstances.

## Article 12: **Sanctions against Sporting Bodies**

Where UKAD becomes aware that the NGB or any other sporting body in the United Kingdom that is bound by the UK National Anti-Doping Policy has failed to comply with, implement, uphold, or enforce these Rules within that body's area of competence, UKAD may take action against that body as set out in the UK National Anti-Doping Policy.

## Article 13: **Results Management: Appeals**

### 13.1 **Appeals**

Decisions made under these Rules may be challenged only by appeal exclusively as set out in this Article 13 or as otherwise provided in the Code or International Standards or under these Rules. Such decisions shall remain in effect while under appeal unless the appellate body orders otherwise.

### 13.2 **Appeals from TUE Decisions**

13.2.1 In the event that the TUE application of an Athlete who is not an International-Level Athlete is denied by the UK TUE Committee, the Athlete may appeal the decision, in whole or in part, exclusively to the UK TUE Appeal Panel, in accordance with the procedures laid down from time to time by UKAD.

13.2.2 Decisions of the UK TUE Appeal Panel shall be final and binding and are not subject to appeal (but for the avoidance of doubt, they may still be reviewed by WADA at any time in accordance with Article 4.6.1).

13.2.3 Any TUE decision by an International Federation that is not reviewed by WADA, or that is reviewed by WADA but is not reversed upon review, may be appealed by the Athlete and/or UKAD exclusively to CAS.

13.2.4 A decision by WADA to reverse a TUE decision may be appealed by the Athlete, UKAD and/or the International Federation affected exclusively to CAS.

### 13.3 **Appeals against the imposition (or non-lifting ) of Provisional Suspensions**

13.3.1 Subject to Article 13.3.2, if the NADP tribunal rejects an application by an Athlete or other Person pursuant to Article 7.10.3 and therefore imposes (or does not lift) the Provisional Suspension, only the Athlete or other Person upon whom the Provisional Suspension is imposed shall have a right to appeal that decision. They shall have the right to an expedited appeal in accordance with Articles 13.4 and 13.7. The Provisional Suspension shall remain in effect pending the appeal.

- 13.3.2 Notwithstanding Article 13.3.1, there shall be no right to appeal a decision imposing (or not lifting) a Provisional Suspension on the ground that the violation is likely to have involved a Contaminated Product.

#### 13.4 Appeals from Other Decisions

13.4.1 The following decisions -- a decision that an Anti-Doping Rule Violation was (or was not) committed, a decision imposing (or not imposing) Consequences for an Anti-Doping Rule Violation (other than as provided for in Article 13.3); a decision that a case cannot go forward for procedural reasons (e.g., because of prescription); a decision by WADA to grant or not to grant an exception to the six (6) month notice requirement for a retired Athlete to return to competition under Article 1.4.4(a); a decision by UKAD not to grant an exception to the six (6) month notice requirement for a retired Athlete to return to competition under Article 1.4.4(b); a decision by WADA assigning Results Management responsibility under Code Article 7.1; a decision not to bring forward an Adverse Analytical Finding or an Atypical Finding or an Adverse Passport Finding as an Anti-Doping Rule Violation, or a decision not to assert an Anti-Doping Rule Violation after an investigation in accordance with the ISRM; a failure by UKAD to comply with Article 7.10.1; a decision by the NADP tribunal not to impose (or a decision by the NADP tribunal to lift) a Provisional Suspension; a decision on an application made pursuant to Article 1.6.2(e); a decision that UKAD or a hearing panel lacks authority to deal with an alleged Anti-Doping Rule Violation or its Consequences; a decision made pursuant to Article 10.7.1 in relation to suspension or reinstatement of Consequences; a failure to comply with Article 7.1.4 and Article 7.1.5 of the Code; a failure to comply with Article 10.8.1; a decision under Article 10.14.6; a decision not to implement a decision of another Anti-Doping Organisation in accordance with Code Article 15.1 (this appeal shall be expedited) -- may be appealed by any of the following parties exclusively as provided in this Article 13:

- (a) the Athlete or other Person who is the subject of the decision being appealed;
- (b) the NGB;
- (c) UKAD and any other party to the case in which the decision was rendered;
- (d) the relevant International Federation;
- (e) the National Anti-Doping Organisation(s) of the Athlete's or other Person's country of residence, country of nationality, and country where they are licensed to participate in sport (if different from UKAD);
- (f) the International Olympic Committee or International Paralympic Committee, as applicable, where the decision may have an effect in relation to the Olympic Games or Paralympic Games, including decisions affecting eligibility for the Olympic Games or Paralympic Games; and
- (g) WADA.

In the absence of any such appeal, such decisions shall be final and binding on all of the above Persons.

13.4.2 Subject to Article 13.5, an appeal pursuant to Article 13.4.1 shall be made as follows:

- (a) In a case arising from participation in an International Event or involving an International-Level Athlete, the appeal shall be made exclusively to CAS, following the procedures set out in CAS Code of Sports-related Arbitration and in Article 13.7.
- (b) In all other cases, the appeal shall be made to an NADP appeal tribunal, in accordance with the ISRM and following the procedures set out in the NADP Rules and in Article 13.7, unless the parties to the appeal all agree that the appeal should be heard by CAS.

### 13.5 Appeals by WADA

13.5.1 Notwithstanding any other provision of these Rules, where WADA has a right of appeal under these Rules against a decision, and no other party has appealed against that decision, WADA may appeal such decision directly to CAS without having first to exhaust any other remedy, including (without limitation) appeal to an NADP appeal tribunal.

13.5.2 Where, in a particular case, UKAD fails to render a decision with respect to whether an Anti-Doping Rule Violation was committed within a reasonable deadline set by WADA, WADA shall have a right of appeal to CAS as if UKAD had rendered a decision finding no Anti-Doping Rule Violation. If CAS determines that an Anti-Doping Rule Violation was committed and that WADA acted reasonably in electing to appeal directly to CAS, WADA's costs and attorney fees in pursuing the appeal shall be reimbursed to WADA by UKAD.

### 13.6 Appeals from NADP appeal tribunal decisions

13.6.1 Decisions of an NADP appeal tribunal in cases brought under Article 13.4.2(b) may be challenged by appeal to CAS only by WADA, the relevant International Federation, and (where the decision may have an effect in relation to the Olympic Games or Paralympic Games) by the International Olympic Committee or International Paralympic Committee (as applicable). Subject thereto, decisions of the NADP appeal tribunal shall be the full, final and complete disposition of the case and will be binding on all of the Persons identified in Article 13.4.1.

13.6.2 Any party filing an appeal shall be entitled to assistance from CAS to obtain all relevant information from the NADP, and the information shall be provided if CAS so directs.

### 13.7 Appeal procedure

13.7.1 The time to file an appeal to the NADP appeal tribunal or to CAS (as applicable) shall be twenty-one (21) days from the date of receipt by the appealing party of the decision being appealed; save that:

- (a) Within fifteen (15) days of receipt of the decision, a potential appellant that was not a party to the proceedings that gave rise to

the decision shall have the right to request from the body that issued the decision a copy of the file on which such body relied. It shall then have twenty-one (21) days from receipt of the file to file an appeal.

- (b) The filing deadline for an appeal filed by WADA shall be the later of:
  - (i) Twenty-one (21) days after the last day on which any other party in the case could have appealed; and
  - (ii) Twenty-one (21) days after WADA's receipt of a copy of the file on which the body that issued the decision relied.

13.7.2 Each Interested Party, if not joined as a party to the appeal, shall have the right to be kept apprised of the status and outcome (with reasons) of the appeal, as well as the right to attend appeal hearings as an observer. All parties to the appeal must ensure that WADA and all other parties with a right to appeal have been given timely notice of the appeal.

13.7.3 Cross appeals and other subsequent appeals by any respondent named in appeals brought before the NADP or CAS under these Rules or the Code are specifically permitted. Any party with a right to appeal under this Article 13 must file a cross appeal or subsequent appeal at the latest with its answer to the original appeal.

13.7.4 The scope of review on appeal includes all issues relevant to the matter and is expressly not limited to the issues or scope of review before the initial decision maker. Any party to the appeal may submit evidence, legal arguments and claims that were not raised in the first instance hearing so long as they arise from the same cause of action or same general facts or circumstances as were raised or addressed in the first instance hearing.

13.7.5 In making its decision, CAS shall not give deference to the discretion exercised by the body whose decision is being appealed.

13.7.6 UKAD (or any other Anti-Doping Organisation that is a party to an appeal) shall promptly provide the appeal decision to the Athlete or other Person and to the Interested Parties. Any Interested Party may, within fifteen (15) days of receipt of a decision pursuant this Article 13.7.6, request a copy of the full case file pertaining to the decision.

### 13.8 Publication of Decisions

13.8.1 A decision on appeal that an Anti-Doping Rule Violation has been committed may be Publicly Reported immediately, and shall be Publicly Reported within twenty (20) days of the date of the decision. However, this mandatory Public Reporting requirement shall not apply where the Athlete or other Person who has been found to have committed an Anti-Doping Rule Violation is a Minor, a Protected Person, or a Recreational Athlete. Any optional Public Reporting in a case involving a Minor, a Protected Person, or a Recreational Athlete shall be proportionate to the facts and circumstances of the case.

13.8.2 A decision on appeal that an Anti-Doping Rule Violation has not been committed shall not be Publicly Disclosed unless the Athlete or other

Person who is the subject of the decision consents to such disclosure. Where they do not so consent, the fact of the appeal and/or a summary of the decision may be Publicly Disclosed, provided that what is disclosed does not enable the public to identify the Athlete or other Person.

## Article 14: **Confidentiality and Reporting**

### 14.1 **Reporting of pending cases**

- 14.1.1 Notice given to Interested Parties of an Anti-Doping Rule Violation shall include the Athlete's or other Person's name, country, sport and discipline within the sport, the Athlete's competitive level, (in Article 2.1 Anti-Doping Rule Violation cases) whether the test was In-Competition or Out-of-Competition, the date of Sample collection, the analytical result reported by the laboratory and other information as required by the International Standard for Results Management, or (for Anti-Doping Rule Violations other than under Article 2.1) the rule violated and the basis of the asserted Anti-Doping Rule Violation.
- 14.1.2 Any notice given to Interested Parties and/or other third parties of pending cases pursuant to these Rules shall be provided to them on the confidential basis set out in Code Article 14.1.5.
- 14.1.3 The identity of an Athlete or other Person asserted to have committed an Anti-Doping Rule Violation shall not be Publicly Disclosed except in accordance with Article 7.10.7, Article 7.11.5, Article 8.5 and/or Article 13.8. Where such Public Disclosure is permitted under those Articles, the identity of the Athlete or other Person shall be Publicly Disclosed, including on UKAD's website.
- 14.1.4 UKAD will not comment publicly on the specific facts of a pending case (as opposed to providing a general description of process and science) except in response to public comments attributed to, or based on information provided by, the Athlete or other Person or their entourage or other representatives.
- 14.1.5 UKAD may consult with the NGB at any time in relation to pending investigations and/or cases on the confidential basis set out in Code Article 14.1.5.

### 14.2 **Reporting of Testing**

To ensure efficient use of anti-doping resources, Testing conducted pursuant to these Rules shall be reported by UKAD on ADAMS as soon as possible after such Testing is complete, in accordance with Code Article 14. This information will be made accessible, where appropriate and in accordance with the applicable rules, to the Athlete, the Athlete's International Federation, and any other Anti-Doping Organisation with Testing authority over the Athlete.

### 14.3 **Reporting under the Code**

The number of Adverse Analytical Findings and Anti-Doping Rule Violations arising under these Rules shall be Publicly Reported by UKAD on no less than a quarterly basis.

## Article 15: **Implementation of Decisions**

### 15.1 **Automatic binding effect of decisions by Signatory Anti-Doping Organisations**

15.1.1 A decision in relation to an Anti-Doping Rule Violation or in relation to a violation of the prohibition against participation during Ineligibility that is made by an Anti-Doping Organisation, or by a hearing panel (pursuant to Article 8) or, if appealed, by an appellate body (pursuant to Article 13.4.2(b)) or CAS shall, after the parties to the proceeding have been notified, be binding automatically beyond the parties to the proceeding on UKAD, the NGB and any other National Federation in the United Kingdom, as well as every Signatory in every sport, with the effects described below.

- a. A decision by any of the above-described bodies imposing a Provisional Suspension (after a Provisional Hearing has occurred or the Athlete or other Person has either accepted the Provisional Suspension or has waived the right to a Provisional Hearing, expedited hearing or expedited appeal offered in accordance with Article 13.3.1) automatically prohibits the Athlete or other Person from participation (as described in Article 10.14.1) in all sports within the authority of any Signatory during the Provisional Suspension.
- b. A decision by any of the above-described bodies imposing a period of Ineligibility (after a hearing has occurred or been waived) automatically prohibits the Athlete or other Person from participation (as described in Article 10.14.1) in all sports within the authority of any Signatory during the period of Ineligibility.
- c. A decision by any of the above-described bodies accepting an Anti-Doping Rule Violation automatically binds all Signatories.
- d. A decision by any of the above-described bodies to Disqualify results under Article 10.10 for a specified period automatically Disqualifies all results obtained within the authority of any Signatory during the specified period.

15.1.2 Each of UKAD and the NGB shall recognise and implement a decision and its effects as required by Article 15.1.1 on the date that it receives actual notice of the decision.

15.1.3 A decision by an Anti-Doping Organisation, an appellate body or CAS to suspend or lift Consequences shall be binding upon UKAD and the NGB on the date that it receives actual notice of the decision.

15.1.4 Notwithstanding any provision in Article 15.1.1, however, a decision in relation to an Anti-Doping Rule Violation made by a Major Event Organisation in an expedited process during an Event shall not be binding

on UKAD or the NGB unless the rules of the Major Event Organisation provide the Athlete or other Person with an opportunity to appeal under non-expedited procedures.

#### 15.2 **Implementation of other decisions made by Signatories**

UKAD may implement decisions rendered by Anti-Doping Organisations that are not listed in Article 15.1, such as a Provisional Suspension prior to a Provisional Hearing or acceptance by the Athlete or other Person.

#### 15.3 **Decisions made by non-Signatories**

A decision by a body that is not a Signatory shall be implemented by UKAD and the NGB if UKAD determines that the decision appears to be within the authority of that body and the anti-doping rules of that body are otherwise consistent with the Code.

### Article 16: **Challenges to a Decision or these Rules**

#### 16.1 **Governing Law and Jurisdiction**

16.1.1 Subject to Article 1.5.3, these Rules and all matters and proceedings arising in connection with the Rules shall be governed by the laws of England & Wales.

16.1.2 These Rules shall constitute an agreement to arbitrate, and proceedings before an NADP first instance tribunal pursuant to Article 8, or before an NADP appeal tribunal pursuant to Article 13, shall constitute arbitration proceedings with a seat in England or Wales to which the Arbitration Act 1996 shall apply.

16.1.3 To the greatest extent allowable under applicable law:

- (a) any challenge to these Rules or to a decision made pursuant to these Rules shall be made exclusively in accordance with the provisions of Article 13, and shall not be made by recourse to any court or other forum; and
- (b) all Athletes and other Persons shall be deemed to have waived irrevocably any right to appeal against, to seek review of, or otherwise to challenge any decision made by a first instance NADP tribunal, an NADP appeal tribunal, or a CAS Panel under these Rules.

16.1.4 Subject strictly to Article 16.1.2 and 16.1.3, the courts of England & Wales shall have exclusive jurisdiction in relation to these Rules and any decision made hereunder.

#### 16.2 **Limitation of Liability**

None of the NGB, UKAD, any Delegated Third Party, or any of their respective members, directors, officers, employees, agents, representatives and other Persons involved in any way in the administration of the Rules or Doping Control conducted under the Rules shall be liable to any Person in any way, in relation to any lawful

acts or omissions committed in the honest application, administration, and/or enforcement of the Rules.

### 16.3 **Severability**

If any part of these Rules is held invalid, unenforceable or illegal for any reason, these Rules shall remain otherwise in full force apart from such part, which shall be deemed deleted insofar as it is invalid, unenforceable or illegal.

## Article 17: **Miscellaneous**

### 17.1 **Data**

UKAD may collect, store, process, and disclose personal information relating to Athletes and other Persons where necessary and appropriate to conduct its Anti-Doping Activities, in compliance with the Code and International Standards (including specifically the International Standard for the Protection of Privacy and Personal Information) and with applicable data protection and privacy laws.

### 17.2 **Notices**

17.2.1 All written notices or other written communications given or made under or referred to in these Rules shall be governed by the provisions of this Article.

17.2.2 Each Athlete in the National Registered Testing Pool or Domestic Testing Pool shall provide the NGB and UKAD with a proper postal address to which notice may be delivered. In the event of a change of address, it is the responsibility of the Athlete to provide the NGB and UKAD with proper details of the new address.

17.2.3 Notice to an Athlete in the National Registered Testing Pool or Domestic Testing Pool shall be delivered by first class post to the address provided by that Athlete pursuant to Article 17.2.2. Such notice shall be deemed to have been received upon the expiry of three (3) working days after the date of posting.

17.2.4 Notice to any other Person shall be accomplished by sending the notice by first class post to the address provided by that Person to the NGB, or to the last known address of such Person, as applicable. Such notice shall be deemed to have been received upon the expiry of three (3) working days after the date of posting.

17.2.5 The NGB or UKAD may, at its discretion, as an alternative to, or in conjunction with notice by post, use any other method of secure and confidential communication available, including but not limited to registered post, facsimile, email and/or telephone. In the case of such means of communication, there shall be no deemed receipt; if disputed by the Person, actual receipt must be proved.

17.2.6 Written notice or other written communications to the NGB or UKAD given or made under or referred to in these Rules shall be accomplished by hand delivery or by first class post or by facsimile to the NGB or UKAD at its

registered office or the fax number listed on its official website and shall be deemed to have been given or served on the NGB or UKAD on the day of delivery (if delivered by hand or faxed before 5pm on a business day; otherwise, on the next business day) or upon the expiry of three (3) working days after the date of posting (if delivered by first class post), as applicable.

17.2.7 An Athlete or other Person may, at their discretion, use email as an alternative to, or in conjunction with giving notice to the NGB or UKAD by hand or by post or by facsimile, but there shall be no deemed receipt of notice delivered by email. If receipt is disputed by the NGB or UKAD, actual receipt must be proved.

17.2.8 Written notices or other written communications given or made under, or referred to in these Rules, other than as set out in the preceding sub-articles, shall be accomplished by sending the notice by first class post to the address of the addressee. Such notice shall be deemed to have been received upon the expiry of three (3) working days after the date of posting.

### 17.3 **Matters Not Otherwise Provided For**

Where a matter arises that is not otherwise provided for in these Rules, the Person called upon to resolve the matter shall have discretion to do so in such manner as they see fit, provided that such resolution does not materially undermine the reliability of proceedings under these Rules or otherwise cause material injustice to the Athlete or other Person to whom the Rules are being applied.

## **Appendix 1: Definitions**

**ABP:** See definition of Athlete Biological Passport.

**ABP Documentation Package:** The material produced by the APMU to support an Adverse Passport Finding, such as, but not limited to, analytical data, Expert Panel comments, evidence of confounding factors, as well as other relevant supporting information.

**ABP Programme:** The programme and methods of gathering and collating biological Markers on a longitudinal basis to facilitate indirect detection of the Use of Prohibited Substances and Prohibited Methods.

**ABP Testing:** The collection, transportation and analysis of Samples to measure individual blood variables for longitudinal profiling as part of the ABP Programme.

**ADAMS:** The Anti-Doping Administration and Management System is a web-based database management tool for data entry, storage, sharing, and reporting designed to assist stakeholders and WADA in their anti-doping operations in conjunction with data protection legislation.

**Administration:** Providing, supplying, supervising, facilitating, or otherwise participating in the Use or Attempted Use by another Person of a Prohibited Substance or Prohibited Method. However, this definition shall not include the actions of *bona fide* medical personnel involving a Prohibited Substance or Prohibited Method used for genuine and legal therapeutic purposes or other acceptable justification, and shall not include actions involving Prohibited Substances which are not prohibited in Out-of-Competition Testing unless the circumstances as a whole demonstrate that such Prohibited Substances are not intended for genuine and legal therapeutic purposes or are intended to enhance sport performance.

**Adverse Analytical Finding:** A report from a WADA-accredited laboratory or other WADA-approved laboratory that, consistent with the International Standard for Laboratories, establishes in a Sample the presence of a Prohibited Substance or its Metabolites or Markers or evidence of the Use of a Prohibited Method.

**Adverse Passport Finding:** A report identified as an Adverse Passport Finding, as described in the applicable International Standards.

**Aggravating Circumstances:** Circumstances involving, or actions by, an Athlete or other Person which may justify the imposition of a period of Ineligibility greater than the standard sanction. Such circumstances and actions shall include, but are not limited to: the Athlete or other Person Used or Possessed multiple Prohibited Substances or Prohibited Methods, Used or Possessed a Prohibited Substance or Prohibited Method on multiple occasions, or committed multiple other Anti-Doping Rule Violations; a normal individual would be likely to enjoy the performance-enhancing effects of the Anti-Doping Rule Violation(s) beyond the otherwise applicable period of Ineligibility; the Athlete or Person engaged in deceptive or obstructive conduct to avoid the detection or adjudication of an Anti-Doping Rule Violation; or the Athlete or other Person engaged in Tampering during Results Management. For the avoidance of doubt, the examples of circumstances and conduct described herein are not exclusive, and other similar circumstances or conduct may also justify the imposition of a longer period of Ineligibility.

**Anti-Doping Activities:** Anti-doping Education and information, test distribution planning, maintenance of a Registered Testing Pool, managing Athlete Biological Passports,

conducting Testing, organising analysis of Samples, gathering of intelligence and conduct of investigations, processing of TUE applications, Results Management, monitoring and enforcing compliance with any Consequences imposed, and all other activities related to anti-doping to be carried out by or on behalf of an Anti-Doping Organisation, as set out in the Code and/or the International Standards.

**Anti-Doping Organisation:** WADA or a Signatory that is responsible for adopting rules for initiating, implementing or enforcing any part of the Doping Control process. This includes, for example, the International Olympic Committee, the International Paralympic Committee, other Major Event Organisations that conduct Testing at their Events, the International Federation, and National Anti-Doping Organisations such as UKAD.

**Anti-Doping Rule Violation:** One of the prohibited acts or omissions set out at Article 2.

**APMU:** See definition of Athlete Passport Management Unit.

**Athlete:** Any Person (including any Recreational Athlete) who competes at any level in the sport under the jurisdiction of the NGB. For purposes of Article 2.8 and Article 2.9, an Athlete is any Person (including any Recreational Athlete) who participates at any level in any sport under the authority of any Signatory, government or other sports organisation accepting the Code.

**Athlete Biological Passport (or ABP):** The program and methods of gathering and collating data as described in the International Standard for Testing and Investigations and International Standard for Laboratories.

**Athlete Passport Management Unit (or APMU):** See Article 5.5.2.

**Athlete Support Person(nel):** Any coach, trainer, manager, agent, team staff, official, nutritionist, medical, paramedical personnel, parent or any other Person working with, treating or assisting an Athlete participating in or preparing for sports Competition.

**Attempt:** Purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in the commission of an Anti-Doping Rule Violation; provided, however, that there shall be no Anti-Doping Rule Violation based solely on an Attempt to commit a violation if the Athlete or other Person renounces the Attempt prior to it being discovered by a third party not involved in the Attempt.

**Atypical Finding:** A report from a WADA-accredited laboratory or other WADA-approved laboratory that requires further investigation as provided in the International Standard for Laboratories or related Technical Documents prior to the determination of an Adverse Analytical Finding.

**Atypical Passport Finding:** A report described as an Atypical Passport Finding as described in the applicable International Standards.

**CAS:** The Court of Arbitration for Sport in Lausanne, Switzerland.

**Charge Letter:** See Article 7.11.3.

**Code:** The World Anti-Doping Code.

**Competition:** A single race, match, game or other sport contest.

**Consequences of Anti-Doping Rule Violations (or Consequences):** An Athlete's or other Person's Anti-Doping Rule Violation may result in one or more of the following:

- (a) **Disqualification** means the Athlete's results in a particular Competition or Event are invalidated, with all resulting Consequences including forfeiture of any medals, titles, points and prizes;
- (b) **Ineligibility** means the Athlete or other Person is barred for a specified period of time from participating in any Competition, Event or other activity or funding, in accordance with Article 10.14;
- (c) **Provisional Suspension** means the Athlete or other Person is barred temporarily from participating in any Competition, Event or other activity, in accordance with Article 10.14;
- (d) **Financial Consequences** means a financial sanction imposed in accordance with Article 10.12; and
- (e) **Public Disclosure** (or to **Publicly Disclose**) means the dissemination or distribution of information to the general public or Persons beyond those Persons entitled to earlier notification in accordance with these Rules.

Teams in Team Sports or a sport in which awards are given to teams may also be subject to Consequences as provided in Article 11.

**Contaminated Product:** A product that contains a Prohibited Substance that is not disclosed on the product label or in information available in a reasonable internet search.

**Decision Limit:** The value of the result for a threshold substance in a Sample above which an Adverse Analytical Finding shall be reported, as defined in the International Standard for Laboratories.

**Delegated Third Party:** Any Person to which UKAD delegates any aspect of Doping Control or anti-doping Education programs including, but not limited to, Doping Control Personnel, as well as third parties or other Anti-Doping Organisations that conduct Sample collection or other Doping Control services or anti-doping Educational programs for UKAD. This definition does not include CAS.

**Disqualification:** See definition of Consequences of Anti-Doping Rule Violations.

**Domestic Testing Pool:** A pool of Athletes who are not in the National Registered Testing Pool but are required to provide whereabouts information to UKAD so that they can be located for purposes of Testing, and may be transferred to the National Registered Testing Pool if they fail to comply with those requirements. See Article 5.4.6.

**Doping Control:** All steps and processes from test distribution planning through to ultimate disposition of any appeal and the enforcement of Consequences, including all steps and processes in between, including (but not limited to) Testing, investigations, whereabouts, TUEs, Sample collection and handling, laboratory analysis, Results Management, and investigations or proceedings relating to violations of Article 10.14 (Status During Ineligibility or Provisional Suspension).

**Doping Control Personnel:** Individuals serving as independent contractors who perform Doping Control services for UKAD (e.g., non-employee Doping Control officers or chaperones).

**Education:** The process of learning to instil values and develop behaviours that foster and protect the spirit of sport, and to prevent intentional and unintentional doping.

**Effective Date:** 1 January 2021.

**Event:** A series of individual Competitions conducted together under one ruling body (e.g., the Olympic Games, the World Championships of an International Federation, or the Pan American Games).

**Event Period:** The time between the beginning and the end of an Event, as established by the ruling body of the Event.

**Expert Panel:** See Article 5.5.2.

**Fault:** Fault is any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing an Athlete or other Person's degree of Fault include, for example, the Athlete's or other Person's experience, whether the Athlete or other Person is a Protected Person, special considerations such as impairment, the degree of risk that should have been perceived by the Athlete and the level of care and investigation exercised by the Athlete in relation to what should have been the perceived level of risk. In assessing the Athlete's or other Person's degree of Fault, the circumstances considered must be specific and relevant to explain the Athlete's or other Person's departure from the expected standard of behaviour. Thus, for example, the fact that an Athlete would lose the opportunity to earn large sums of money during a period of Ineligibility, or the fact that the Athlete only has a short time left in a career, or the timing of the sporting calendar, would not be relevant factors to be considered in reducing the period of Ineligibility under Article 10.6.1 or 10.6.2.

**Filing Failure:** As defined in the ISRM.

**Financial Consequences:** See Consequences of Anti-Doping Rule Violations.

**In-Competition:** The period commencing at 11:59 p.m. on the day before a Competition in which the Athlete is scheduled to participate through the end of such Competition and the Sample collection process related to such Competition; provided, however, that WADA may approve, for a particular sport, an alternative definition if an International Federation provides a compelling justification that a different definition is necessary for its sport. Upon such approval by WADA, the alternative definition shall be followed by all Major Event Organisations for that particular sport.

**Independent Observer Program:** A team of observers and/or auditors, under the supervision of WADA, who observe and provide guidance on the Doping Control process prior to or during certain Events and report on their observations as part of WADA's compliance monitoring program.

**Independent Reviewer(s):** One or more suitably qualified experts, who are independent of UKAD, and who are appointed by UKAD to carry out the functions ascribed to Independent Reviewer(s) in these Rules.

**Individual Sport:** Any sport that is not a Team Sport.

**Ineligibility:** See definition of Consequences of Anti-Doping Rule Violations.

**Interested Party:** The International Federation, WADA, the NGB, and any other Anti-Doping Organisation that has a right to appeal the decision in question under Article 13.4.

**Institutional Independence:** Hearing panels on appeal shall be fully independent institutionally from the Anti-Doping Organisation responsible for Results Management,

meaning that they must not in any way be administered by, connected or subject to that Anti-Doping Organisation.

**International Event:** An Event or Competition where the International Olympic Committee, the International Paralympic Committee, an International Federation, a Major Event Organisation, or another international sport organisation is the ruling body for the Event or appoints the technical officials for the Event.

**International Federation:** An international non-governmental organisation administering one or more sports at world level.

**International-Level Athlete:** Athletes who compete in sport at the international level, as defined by each International Federation, consistent with the International Standard for Testing and Investigations.

**International Registered Testing Pool:** A pool of Athletes designated by an International Federation in accordance with ISTI Article 4.8.

**International Standard:** A standard adopted by WADA in support of the Code (including any Technical Documents issued pursuant to such standard). Compliance with an International Standard (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures addressed by the International Standard were performed properly.

**International Standard for Education (ISE):** The International Standard of the same name adopted by WADA in support of the Code, which is available on WADA's website ([wada-ama.org](http://wada-ama.org)).

**International Standard for Laboratories (ISL):** The International Standard of the same name adopted by WADA in support of the Code, which is available on WADA's website ([wada-ama.org](http://wada-ama.org)).

**International Standard for the Protection of Privacy and Personal Information (ISPPPI):** The International Standard of the same name adopted by WADA in support of the Code, which is available on WADA's website ([wada-ama.org](http://wada-ama.org)).

**International Standard for Results Management (ISRM):** The International Standard of the same name adopted by WADA in support of the Code, which is available on WADA's website ([wada-ama.org](http://wada-ama.org)).

**International Standard for Testing and Investigations (ISTI):** The International Standard of the same name adopted by WADA in support of the Code, which is available on WADA's website ([wada-ama.org](http://wada-ama.org)).

**International Standard for Therapeutic Use Exemptions (ISTUE):** The International Standard of the same name adopted by WADA in support of the Code, which is available on WADA's website ([wada-ama.org](http://wada-ama.org)).

**Major Event Organisation:** The continental associations of National Olympic Committees and other international multi-sport organisations that function as the ruling body for any continental, regional or other International Event.

**Marker:** A compound, group of compounds or biological variable(s) that indicate(s) the Use of a Prohibited Substance or Prohibited Method.

**Metabolite:** Any substance produced by a biotransformation process.

**Minor:** A natural Person under the age of 18.

**Missed Test:** As defined in the ISRM.

**NADP:** See definition of National Anti-Doping Panel.

**NADP Rules:** The rules issued by the National Anti-Doping Panel, as amended from time to time, setting out the procedures to be followed by NADP arbitral tribunals and NADP appeal tribunals in matters referred to them under these Rules.

**National Anti-Doping Organisation:** The entity designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of Samples, manage test results, and conduct Results Management at the national level. If this designation has not been made by the competent public authority(ies), the entity shall be the country's National Olympic Committee or its designee. The National Anti-Doping Organisation for the UK is UKAD.

**National Anti-Doping Panel (NADP):** The panel of arbitrators administered by Sport Resolutions (UK) or its successor to whom matters may be referred under Article 8 and Article 13.

**National Event:** An Event or Competition held in the United Kingdom involving International-Level or National-Level Athletes that does not qualify as an International Event.

**National-Level Athlete:** An Athlete that falls into any of the following categories:

- An Athlete in UKAD's National Registered Testing Pool or Domestic Testing Pool.
- An Athlete in UKAD's National TUE Pool.
- An Athlete supported through UK Sport's World Class Programme funding, or in direct receipt of a UK Sport or Home Country Sports Council Athlete Performance Award.
- An Athlete who is in or who in the last six (6) months has been in a squad representing Great Britain, England, Scotland, Wales or Northern Ireland (a) at senior level; or (b) at junior levels that are published on UKAD's website.
- An Athlete competing at an International Event in an open senior category but who is not defined as an International Level Athlete by the relevant International Federation.
- An Athlete who does not fall within any of the above categories but who meets objective criteria that are specific to the sport in which the Athlete competes (e.g., based on the level of competition at which the Athlete competes, such as the national championships) and are published on the NGB's and/or UKAD's website.

**National Olympic Committee:** The organisation recognised by the International Olympic Committee. The term National Olympic Committee shall also include the National Sport Confederation in those countries where the National Sport Confederation assumes typical National Olympic Committee responsibilities in the anti-doping area.

**National Registered Testing Pool:** See Article 5.4.1.

**National TUE Pool:** See Article 4.3.2(b).

**NGB:** See Article 1.1.2.

**No Fault or Negligence:** The Athlete or other Person establishing that they did not know or suspect, and could not reasonably have known or suspected, even with the exercise of utmost caution, that they had Used or been administered the Prohibited Substance or Prohibited Method or otherwise violated an anti-doping rule. Except in the case of a Protected Person or Recreational Athlete, for any violation of Article 2.1, the Athlete must also establish how the Prohibited Substance entered the Athlete's system.

**No Significant Fault or Negligence:** The Athlete or other Person's establishing that any Fault or negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or Negligence, was not significant in relation to the Anti-Doping Rule Violation. Except in the case of a Protected Person or Recreational Athlete, for any violation of Article 2.1, the Athlete must also establish how the Prohibited Substance entered Athlete's system.

**Notice:** See Article 7.8.1.

**Operational Independence:** This means that (1) board members, staff members, commission members, consultants and officials of the Anti-Doping Organisation with responsibility for Results Management or its affiliates (e.g., member federation or confederation), as well as any Person involved in the investigation and pre-adjudication of the matter may not be appointed as members and/or clerks (to the extent that such clerk is involved in the deliberation process and/or drafting of any decision) of hearing panels; and (2) hearing panels shall be in a position to conduct the hearing and decision-making process without interference from the Anti-Doping Organisation or any third party. The objective is to ensure that members of the hearing panel or individuals otherwise involved in the decision of the hearing panel, are not involved in the investigation of, or decisions to proceed with, the case.

**Out-of-Competition:** Any period which is not In-Competition.

**Person:** A natural person or an organisation or other entity.

**Possession:** The actual, physical Possession, or the constructive Possession (which shall be found only if the Person has exclusive control or intends to exercise control over the Prohibited Substance or Prohibited Method or the premises in which a Prohibited Substance or Prohibited Method exists); provided, however, that if the Person does not have exclusive control over the Prohibited Substance or Prohibited Method or the premises in which a Prohibited Substance or Prohibited Method exists, constructive Possession shall only be found if the Person knew about the presence of the Prohibited Substance or Prohibited Method and intended to exercise control over it. Provided, however, there shall be no Anti-Doping Rule Violation based solely on Possession if, prior to receiving notification of any kind that the Person has committed an Anti-Doping Rule Violation, the Person has taken concrete action demonstrating that the Person never intended to have Possession and has renounced Possession by explicitly declaring it to an Anti-Doping Organisation. Notwithstanding anything to the contrary in this definition, the purchase (including by any electronic or other means) of a Prohibited Substance or Prohibited Method constitutes Possession by the Person who makes the purchase.

**Prohibited List:** The Prohibited List International Standard issued by WADA, identifying the Prohibited Substances and Prohibited Methods, as amended from time to time, which is available on WADA's website ([www.wada-ama.org](http://www.wada-ama.org)).

**Prohibited Method:** Any method so described on the Prohibited List.

**Prohibited Substance:** Any substance, or class of substances, so described on the Prohibited List.

**Protected Person:** An Athlete or other natural Person who at the time of the Anti-Doping Rule Violation: (i) has not reached the age of sixteen (16) years; or (ii) has not reached the age of eighteen (18) years and is not included in any Registered Testing Pool and has never competed in any International Event in an open category; or (iii) for reasons other than age has been determined to lack legal capacity under applicable national law.

**Provisional Hearing:** An expedited abbreviated hearing, occurring prior to a full merits hearing under Article 8, that provides the Athlete with notice and an opportunity to be heard in either written or oral form.

**Provisional Suspension:** See definition of Consequences of Anti-Doping Rule Violations.

**Public Disclosure or Public Reporting (or to Publicly Disclose or Publicly Report):** See definition of Consequences of Anti-Doping Rule Violations.

**Recreational Athlete:** An Athlete who is under the jurisdiction of the NGB and who, within the five (5) years prior to committing any Anti-Doping Rule Violation, (A) has not been an International-Level Athlete (as defined by each International Federation consistent with the International Standard for Testing and Investigations) or a National-Level Athlete (as defined by UKAD in these Rules); (B) has not represented Great Britain or any other country in an International Event in an open category; and (C) has not been included within any Registered Testing Pool or other whereabouts information pool maintained by any International Federation or National Anti-Doping Organisation.

**Registered Testing Pool:** The pool of highest-priority Athletes established separately at the international level by International Federations and at the national level by the National Anti-Doping Organisation (in the United Kingdom, by UKAD), who are subject to focused In-Competition and Out-of-Competition Testing as part of that International Federation's or National Anti-Doping Organisation's test distribution plan and therefore are required to provide whereabouts information as provided in the ISTI.

**Results Management:** The process encompassing the timeframe between notification as per Article 5 of the International Standard for Results Management, or in certain cases (e.g., Atypical Finding, Adverse Passport Findings, Whereabouts Failures), such pre-notification steps expressly provided for in Article 5 of the International Standard for Results Management, through the sending of the Charge Letter and until the final resolution of the matter, including the end of the hearing process at first instance and on appeal (if an appeal was lodged).

**Rules:** See Article 1.1.1.

**Sample:** Any biological material collected for the purposes of Doping Control. Biological material collected for other purposes (e.g. DNA collected as part of an investigation for identification purposes) shall not be considered a 'Sample' (and so shall not be subject to Article 6 for purposes of these Rules).

**Signatories:** Those entities signing the Code and agreeing to implement the Code and the International Standards, as provided in Code Article 23.

**Specified Method:** See Article 3.2.2.

**Specified Substance:** See Article 3.2.2.

**Substance of Abuse:** See Article 3.2.3.

**Substantial Assistance:** For purposes of Article 10.7.1, a Person providing Substantial Assistance must: (1) fully disclose in a signed written statement or recorded interview all information that they possess in relation to Anti-Doping Rule Violations or other proceeding described in Article 10.7.1(a), and (2) fully cooperate with the investigation and adjudication of any case or matter related to that information, including (for example) by testifying at a hearing if requested to do so by UKAD or the hearing panel. Further, the information provided must be credible and must comprise an important part of any case or proceeding that is initiated or, if no case or proceeding is initiated, must have provided a sufficient basis upon which such a case or proceeding could have been brought.

**Tampering:** Intentional conduct which subverts the Doping Control process but which would not otherwise be included in the definition of Prohibited Methods. Tampering shall include, without limitation, offering or accepting a bribe to perform or fail to perform an act, preventing the collection of a Sample, affecting or making impossible the analysis of a Sample, falsifying documents submitted to an Anti-Doping Organisation or TUE committee or hearing panel, procuring false testimony from witnesses, committing any other fraudulent act upon the Anti-Doping Organisation or hearing body to affect Results Management or the imposition of Consequences, and any other similar intentional interference or Attempted interference with any aspect of Doping Control.

**Target Testing:** Selection of specific Athletes for Testing based on criteria set forth in the International Standard for Testing and Investigations.

**Team Sport:** A sport in which the substitution of players is permitted during a Competition.

**Technical Document:** A document adopted and published by WADA from time to time containing mandatory technical requirements on specific anti-doping topics as set out in an International Standard.

**Testing:** The parts of the Doping Control process involving test distribution planning, Sample collection, Sample handling, and Sample transport to the laboratory.

**Therapeutic Use Exemption (TUE):** A Therapeutic Use Exemption allows an Athlete with a medical condition to use a Prohibited Substance or Prohibited Method, but only if the conditions set out in the International Standard for Therapeutic Use Exemptions are met.

**Trafficking:** Selling, giving, transporting, sending, delivering or distributing (or Possessing for any such purpose) a Prohibited Substance or Prohibited Method (either physically or by any electronic or other means) by an Athlete, Athlete Support Person or any other Person subject to the authority of an Anti-Doping Organisation to any third party; provided, however, that this definition shall not include (a) the actions of bona fide medical personnel involving a Prohibited Substance used for genuine and legal therapeutic purposes or other acceptable justification; or (b) actions involving Prohibited Substances which are not prohibited in Out-of-Competition Testing unless the circumstances as a whole demonstrate that such Prohibited Substances were not intended for genuine and legal therapeutic purposes or are intended to enhance sport performance.

**UKAD:** United Kingdom Anti-Doping Limited.

**UK National Anti-Doping Policy:** The document of that name issued by or on behalf of the UK Government, compliance with which is a condition of eligibility for public funding in the United Kingdom.

**UK TUE Appeal Panel:** The panel established by UKAD to hear an appeal regarding a denial or conditional grant of a TUE.

**UK TUE Committee:** The committee established by UKAD to review TUE applications in accordance with the ISTUE.

**Use:** The utilisation, application, ingestion, injection or consumption by any means whatsoever of any Prohibited Substance or Prohibited Method.

**WADA:** The World Anti-Doping Agency.

**Weighted:** A ranking method of selecting Athletes using criteria where the ranking is based on the potential risk of doping and possible doping patterns.

**Whereabouts Failure:** A Filing Failure or a Missed Test, as those terms are defined in the International Standard for Results Management.

**Without Prejudice Agreement:** For purposes of Articles 10.7.1(b) and 10.8.2, a written agreement between an Anti-Doping Organisation and an Athlete or other Person that allows the Athlete or other Person to provide information to the Anti-Doping Organisation in a defined time-limited setting with the understanding that if an agreement for Substantial Assistance or a case resolution agreement is not finalised, the information provided by the Athlete or other Person in this particular setting may not be used by the Anti-Doping Organisation against the Athlete or other Person in any Results Management proceeding under the Code, and that the information provided by the Anti-Doping Organisation may not be used by the Athlete or other Person against the Anti-Doping Organisation in any Results Management proceeding under the Code. Such an agreement shall not preclude the Anti-Doping Organisation, Athlete or other Person from using any information or evidence gathered from any source other than during the specific time-limited setting described in the agreement.

*SECTION D4*

***SAFEGUARDING  
VULNERABLE  
GROUPS RULES***

***SECTION D4 | SAFEGUARDING VULNERABLE GROUPS RULES***



## **SECTION D4: SAFEGUARDING VULNERABLE GROUPS RULES**

### **DEFINITIONS**

For the purpose of this Section D4:

**Abuse** means Abuse and/or Poor Practice as defined in the RFL Safeguarding Policy including, but not limited to, emotional, physical or sexual abuse, neglect and/or bullying.

**Club** means Club and every other organisation/group/society/League bound by the Operational Rules and the Safeguarding Policy.

**Person(s) Subject to the Operational Rules** includes spectator(s).

**Poor Practice** means Poor Practice as defined in the RFL Safeguarding Policy.

**RFL Safeguarding Policy** means the RFL Safeguarding Policy and/or RFL Adults at Risk Policy.

**Safeguarding** means preventing harm or Abuse or Poor Practice happening to a Vulnerable Individual or Group.

**Vulnerable Group(s)** means children and/or Adults at Risk and when Vulnerable Groups is used the same also applies to a Vulnerable Individual.

**Vulnerable Individual** means a child and/or Adult at Risk and when Vulnerable Individual is used the same also applies to Vulnerable Groups.

**Work** includes, but is not limited to, where such work is provided in return for financial remuneration, for work experience and/or training and where such work is provided on a volunteer basis.

### **PURPOSE OF THESE RULES**

D4:1 The purpose of these Rules is to ensure the safeguarding of Vulnerable Groups within the game, the welfare of these Groups is paramount, and these Rules shall be interpreted in a manner that is consistent with that purpose. Where a matter arises that is not otherwise provided for in these Rules, the RFL shall use its discretion to resolve the matter in such manner as it thinks fit bearing in mind the purpose of these Rules and provided that such resolution does not materially undermine the reliability of proceedings under these Rules or otherwise cause material injustice to anybody bound by these Rules.

### **JURISDICTION**

D4:2 The RFL, including all constituent Members, and organisations or foundations affiliated to a Member, has adopted the RFL Safeguarding Policy and the RFL Adults at Risk Policy as amended from time to time. All Persons Subject to the Operational Rules or otherwise under the jurisdiction of the RFL or a member of the RFL, for the avoidance of doubt including spectators, are deemed to have assented to the Safeguarding Policy and the Adults at Risk Policy and any Rugby League codes of ethics and/or conduct (currently RESPECT, Tackle It! and the Coach's Code of Conduct) and as such are deemed to have undertaken to recognise and adhere to the principles and responsibilities embodied in them (as amended or replaced from time to time).

**RFL OBLIGATIONS**

- D4:3 The RFL shall:
- (a) Appoint a designated person to manage Safeguarding;
  - (b) Publish a Safeguarding Policy and a Safeguarding Plan;
  - (c) Appoint a Safeguarding Case Management Group;
  - (d) Manage the DBS process;
  - (e) Provide appropriate education opportunities; and
  - (f) Respond to any complaints and concerns which relate to Safeguarding.

**MANDATORY SAFEGUARDING REQUIREMENTS**

- D4:4 Each Member, Club or Community Club, Community League, Match Officials Society (as defined in the RFL Operational Rules and/or as incorporated by the Safeguarding Policy) shall:
- (a) Comply with the RFL Safeguarding Policy and take Reasonable Endeavours to ensure that all those subject to its jurisdiction including spectators and any charitable foundation with which it has direct or indirect links complies with the RFL Safeguarding Policy;
  - (b) Appoint a Club Welfare Officer or equivalent (e.g. Match Officials Welfare Officer) (if it runs a junior section or programme or activity which involves Vulnerable Individuals or Groups);
  - (c) Adopt a Safeguarding Policy and display such Policy on its website and its foundation
  - (d) Ensure that it responds to any complaints or concerns which relate to Safeguarding and where required report such complaints or concerns to the RFL;
  - (e) Implement recommended recruitment policies and ensure that all relevant members or volunteers have been DBS checked by the RFL;
  - (f) Carry out and report to the RFL SCMG on internal disciplinary procedures when requested to do so by the SCMG;
  - (g) Attend education sessions;
  - (h) Supervise and monitor staff and volunteers and report to the RFL (as required by the Safeguarding Policy);
  - (i) Implement a Safeguarding Plan if required to do so.

**MANDATORY MATCH DAY REQUIREMENTS**

- D4:5 The following requirements are in addition to the mandatory safeguarding requirements set out above at D4:4:
- (a) Clubs, when bringing in Vulnerable Individuals to take part in pre, during and post-match entertainment, must ensure that the Club's registered Club Welfare Officer or their nominated representative is present on site at all relevant times and that all relevant and necessary risk assessments are in place;
  - (b) For Clubs that own their own stadiums, their registered Club Welfare Officer has a responsibility to assist with any welfare issues raised by Vulnerable Individuals who attend the stadium as spectators;
  - (c) For Clubs that do not own their own stadiums, the safeguarding responsibility for Vulnerable Individuals who attend the stadium as spectators is the responsibility of the stadium ownership or management entity unless the Club and stadium ownership or management entity have a written agreement to the effect that the Club shall take on the responsibility for such Vulnerable Individuals who attend the stadium as spectators;
  - (d) At Central Events, no Vulnerable Individuals (which for the avoidance of doubt includes any Vulnerable Individual related to or associated with any Player, Club Official or Volunteer) will be permitted to enter the changing rooms or changing room area under any circumstances;

## SAFEGUARDING VULNERABLE GROUPS RULES

- (e) At all other Matches, Vulnerable Individuals will only be permitted to enter the changing rooms or changing room area in circumstances in which a risk assessment has been completed, submitted to and approved by the RFL Safeguarding Manager prior to the start of the relevant Season.

### MISCONDUCT

D4:6 In this Section D4 of these Operational Rules the expression "Misconduct" shall mean:

- (a) Any act, statement, conduct, omission (for the avoidance of doubt omission includes a failure to report information) or other matter which in the reasonable opinion of the Safeguarding Case Management Group harms a Vulnerable Individual, or poses or may pose a risk of harm (emotional, physical, sexual, neglect and/or bullying) to a Vulnerable Individual;
- (b) Engaging in an act of violence, aggression or any other form of conduct in the presence of a Vulnerable Individual or Group that could reasonably result in that Vulnerable Individual or Group being upset or concerned about their safety;
- (c) Any act, statement, conduct or omission that affects the enjoyment and safety of an environment where Rugby League activity is taking place and/or where that results in a failure to protect a Vulnerable Individual or Group from Abuse in any form;
- (d) Any one or more of the offences contained in the schedules of the Criminal Justice and Court Services Act 2000;
- (e) Any other criminal offence which reasonably causes the RFL to believe that the person(s) accused of the offence poses or may pose a risk of harm to a Vulnerable Individual;
- (f) A disclosure from the Disclosure and Barring Service;
- (g) A breach of the RFL Safeguarding Policy;
- (h) Failure to comply with the Mandatory Safeguarding Requirements;
- (i) Failure to comply with the RFL's Disclosure and Barring Service Risk Assessment procedure;
- (j) Failure to comply with a Do Not Deploy, Temporary or Permanent Suspension Order;
- (k) Allowing, inciting or collaborating in a breach of the RFL Safeguarding Policy;
- (l) Failing to co-operate in a timely manner with or giving false or misleading information to a RFL Safeguarding Investigation;
- (m) Failing to report a breach of the Safeguarding Policy;
- (n) Failure to comply with the decision or instructions of the SCMG or Operational Rules Tribunal.

### PROCEDURES

D4:7 The procedures in this Section D4 will apply if the RFL receives or becomes aware of any of the following:

- (a) a Disclosure and Barring Service (DBS) disclosure or a failure to comply with the RFL's DBS procedures;
- (b) a complaint or concern about the behaviour of one or more persons or a club which may constitute Abuse, Poor Practice or a breach of the Safeguarding Policy;
- (c) a complaint or concern about the behaviour of a person which suggests that they may pose a risk to a Vulnerable Individual;
- (d) a report from any Statutory Authority about a person or persons which suggests that they may pose a risk to a Vulnerable Individual; or
- (e) a report of a criminal action or criminal investigation either before or after conviction in the courts and regardless of whether charges are pressed or a conviction obtained.

For the purpose of these Regulations, the RFL shall follow the procedures set out in this Section D4 and Section D1 above.

## DBS DISCLOSURE & RISK ASSESSMENT PROCEDURE

D4:8 DBS Disclosures received by the RFL will be considered by a member of the Safeguarding Case Management Group (SCMG) and where there is a positive disclosure a member of the SCMG will carry out a Risk Assessment (RA) to decide whether the person is suitable to work with Vulnerable Groups or whether they pose or may pose a risk to Vulnerable Groups. The SCMG will also carry out a Risk Assessment on a Person Subject to the Operational Rules when the SCMG has reasonable grounds to believe that a person may pose a risk of harm or Abuse to Vulnerable Individual or Group.

When carrying out a Risk Assessment the SCMG (or suitable member) shall ensure it considers risks of emotional, physical and/or sexual Abuse and/or neglect and/or bullying and/or Poor Practice and/or any other breach of the Safeguarding Policy. The following are available outcomes of a RA:

### **Low Risk**

If, following assessment, the risk is considered to be low the RFL will inform the person (and any other relevant person or organisation) that the RFL does not consider there is any reason why the person should not work unsupervised with Vulnerable Individuals within the sport.

### **Medium Risk**

If, following assessment, the risk is considered to be medium the disclosure will be referred to the SCMG. The SCMG may continue to make further enquiries which may include requesting further information, consulting with Statutory Agencies, interviewing the person and any other relevant enquiries, the SCMG may decide to impose a Temporary Suspension Order ("TSO") before, during or after this process. Following such enquiries the SCMG will then carry out a second RA. If following further investigation, the RA is considered to be low then following approval from the SCMG the RFL will inform the person (and any other relevant person or organisation) that the RFL does not consider there is any reason why the person should not work unsupervised with Vulnerable Individuals within the sport. If following the further investigation the RA is still considered to be medium then the SCMG will consider the case and decide whether the person be:

- (i) allowed to work with Vulnerable Groups subject to such checks and balances as the SCMG thinks fit which may involve the person giving permission for the DBS disclosure to be discussed with the club concerned or other relevant people; or
- (ii) subjected to a TSO while further enquiries are carried out.

### **High Risk**

If the initial RA is considered to be high risk the disclosure will be referred to the SCMG who will consider the RA and may implement a TSO while further enquiries (as set out above) are carried out.

Any enquiries carried out as a result of the risk being assessed as medium or high may be carried out by the SCMG or may be referred to the Compliance Investigators. The RFL may require permission to contact Statutory Agencies in order to complete its investigations.

A person subject to a TSO may appeal such TSO in accordance with D4.9 below.

Following the investigation a further RA will be carried out. If the RA is now considered low or medium (in a situation where an order that the person be allowed to work with

Vulnerable Individuals subject to appropriate checks and balances is appropriate) the process above will be followed. If as the RA is still considered medium (in a situation where a TSO is appropriate) or high the subject of the TSO will be informed that the TSO will remain in place in which case the subject will have a further 28 days in which to lodge a right of appeal to the RFL. Any such appeal will be heard by the Operational Rules Tribunal acting in accordance with the appeal procedures set out in Section D1 above.

## COMPLAINT OR CONCERN

D4:9 If the RFL is made aware of a complaint, allegation or concern (“the Matter”) the following procedure will be followed:

The Matter will be referred to the SCMG who will decide what action to take which may be one or more of the following measures:

- (a) Decide there is no risk and reject the Matter and inform the complainant of their decision;
- (b) Decide that the Club or League (or other organisation) concerned should deal with the Matter as an internal matter in which case the Club or League (or other organisation) shall keep the SCMG informed of its decision and any action taken;
- (c) Decide to instruct any relevant persons carrying out Regulated Activity (as defined by the DBS) to obtain a RFL DBS Enhanced Disclosure;
- (d) Instruct the person or Club in relation to whom the Matter has been raised to undertake education and/or training;
- (e) Require the Person to agree to the Club or other organisation providing supervision, monitoring and/or reporting
- (f) Meet with the Club to review the Club’s Safeguarding Policy and Procedures and recommend a plan which the Club will be required to implement;
- (g) Ask the person or Club in relation to whom the Matter has been raised if they admit that there has been a breach of Safeguarding Policy;
- (h) Decide to carry out an initial investigation of the Matter and refer it to a Compliance Investigator for an initial report;
- (i) Decide to inform the person or club in relation to whom the Matter has been raised and order a full investigation in which case the SCMG may decide to impose a TSO while the investigation is being carried out;
- (j) Suspend the Club’s/ team’s fixtures or instruct the League to suspend the Club’s/ team’s fixtures;
- (k) Suspend a Club’s/ team’s training activity;
- (l) Instruct that a Club’s/ team’s fixtures are played without spectators being present;
- (m) Refer the matter to the Statutory Authorities;
- (n) Impose a fine upon the Club not greater than £3,000.

In all the cases above, except (a), the SCMG may monitor the person and/or Club to ensure that the instructions of the SCMG have been carried out, failure to do so constitutes Misconduct under these Rules.

The SCMG reserves the right to appoint an independent investigator through Sport Resolutions to undertake an investigation in relation to any allegation requiring investigation under the Safeguarding Policy.

Following a breach of Safeguarding Policy or an investigation the SGMG will consider the breach or the Compliance Investigator’s report and decide on the course of action to take which includes one or more of the following options:

- (i) decide that there is no case to answer/no further action;
- (ii) decide that the person against whom the Matter was raised and/or other members of their club should attend further training within a specified time period;

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- (iii) require an undertaking as to future conduct of an individual and/or a Club;
- (iv) set conditions on participation in the game including education and/or supervision or other methods of improving Safeguarding;
- (v) suspend the person's Coaching Licence;
- (vi) suspend the Club's/team's fixtures or instruct the League to suspend the Club's/team's fixtures;
- (vii) suspend the Club's/teams training activity;
- (viii) Instruct that a Club's/ team's fixtures are played without spectators being present;
- (ix) meet with the Club to review the Club's Safeguarding Policy and Procedures and recommend a plan which the Club will be required to implement
- (x) make a finding of guilt and impose other option(s) above in which case the person or club has a right of appeal against the finding of guilt to the RFL Operational Rules Tribunal;
- (xi) decide that the case be referred to a hearing of the RFL Operational Rules Tribunal under Section D1 in which case a TSO may be imposed until the hearing.

### ACTION OR INVESTIGATION BY STATUTORY AUTHORITIES

D4:10 If the RFL is made aware that a person is subject to a criminal prosecution or a criminal investigation or other statutory authority action or investigation the following procedure will be followed:

The matter will be referred to the SCMG who will decide what action to take (in reaching their decision the SCMG may take advice from the Statutory Authorities) as follows:

- (a) Decide to monitor the situation;
- (b) Decide to impose a TSO while the action or investigation proceedings are ongoing;
- (c) Decide to inform the person or club who is subject to the action or investigation and order a RFL investigation by the RFL investigators in which case the SCMG may decide to impose a TSO while the investigation is being carried out;
- (d) Decide to start an investigation by writing to the person who is subject to action or investigation but not commence the RFL investigation until such time as the police investigation/criminal proceedings/statutory authorities processes have been completed although the SCMG may decide to impose a TSO in the interim;
- (e) Following the investigation the SCMG will consider the action and/or recommendation of the Police and/or Statutory Authorities and the Compliance Investigator's report if appropriate and decide on the course of action to take which includes the following options:
  - (i) decide that there is no case to answer/no further action;
  - (ii) decide that the person who was subject to the action or investigation and/or other members of their club should attend further training within a specified time period;
  - (iii) require an undertaking as to future conduct;
  - (iv) set conditions on participation in the game including but not limited to education, supervision etc;
  - (v) make a finding of guilt and impose other option(s) above in which case the person or club has a right of appeal against the finding of guilt to the RFL Operational Rules Tribunal;
  - (vi) decide that the case be referred to a hearing of the RFL Operational Rules Tribunal under Section D1 in which case a TSO may be imposed until the hearing.

**SUSPENSION ORDERS & OTHER DIRECTIVES**

D4:11 The RFL may impose suspension orders as follows:

**Do Not Deploy Order (DNDO)**

Do Not Deploy Orders will be made by the RFL should an individual fail to comply with the DBS process or any risk assessment or investigation being carried out under section D4 or the RFL Safeguarding Policy. Whilst a DNDO is in place the individual shall not be deployed as an employee or volunteer in any activity which involves working (or volunteering) with Vulnerable Groups. The Order will remain in place until such time as the process to which the DNDO relates has been completed to the satisfaction of the RFL and the Club has been notified of its removal in writing.

**Temporary Suspension Order**

TSOs will be made by the SCMG who shall have the power to order that the individual be suspended from playing in (or attending) Matches and all or any other Rugby League activity or any venue where Rugby League activity takes place for such period and on such terms and conditions as it thinks fit on a case by case basis. The subject of a TSO will be informed in writing. There is no right to appeal a TSO however, an individual may request that the SCMG review the restrictions imposed on a risk basis at any point during the term of the TSO. Should the terms not be amended by the SCMG then the individual may request a review of that decision by the RFL executive board member with responsibility for this area. Unless reversed or amended on appeal a TSO remains in effect until it is lifted by the SCMG or until a Permanent Suspension Order (PSO) is imposed.

A TSO may be imposed when the SCMG receives:

- (a) Notification that an individual has been charged with an Offence; or
- (b) Notification that an individual is or has been the subject of an investigation by the Police or another Statutory Authority relating to an Offence regardless of whether charges are pressed or a conviction obtained;
- (c) Evidence that an individual has breached the Safeguarding Policy in a manner which causes the RFL to reasonably believe that the person poses or may pose a risk of harm or Abuse to a Vulnerable Individual.
- (d) Notification that a high or medium risk DBS disclosure has been received for the individual; or
- (e) Any other information which causes the RFL reasonably to believe that a person poses or may pose a risk of harm to a Vulnerable Individual.

In reaching its determination as to whether a TSO should be made, the RFL shall give consideration, inter alia, to the following factors:

- (a) Whether a Vulnerable Individual is, or may be, at risk of Abuse or harm;
- (b) Whether the breach of Safeguarding Policy, matters or offence alleged are of a serious nature;
- (c) Whether a TSO is necessary or desirable to allow the conduct of any investigation by the RFL or any other authority or body to proceed unimpeded.

No TSO shall be made so as to continue to apply beyond the date upon which any charge under the Operational Rules of the RFL or any Offence is the subject of a final and binding decision or is brought to an end.

Where a TSO is imposed on an individual, the RFL shall bring and conclude any proceedings under the Operational Rules of the RFL against the person accused as soon as reasonably practicable. However where this is not practicable a TSO may remain in place indefinitely subject to the right to appeal as detailed above.

### **Permanent Suspension Order (PSO)**

Should the SCMG believe that a PSO is necessary then it must apply to the Operational Rules Tribunal outlining the reasons for its request. The proposed subject of the PSO will be forwarded a copy of the reasons and shall, subject to below, have the right to appear before the Operational Rules Tribunal under the procedures set out in D1 above.

PSOs will be imposed by the Operational Rules Tribunal who shall have the power to order that the individual be suspended from coaching, volunteering, officiating, acting as a Match Official (whether paid or voluntarily) spectating, playing in (or attending) Matches and all or any other Rugby League activity or any venue where Rugby League activity takes place for such period and on such terms and conditions as it thinks fit on a case by case basis.

The Operational Rules Tribunal shall be entitled to impose a PSO despite the proposed subject not being able to attend the hearing if in all the circumstances they consider it appropriate (for instance where the proposed subject is not able to attend due to being in prison).

An Operational Rules Tribunal may impose a PSO if it has reasonable grounds for believing that the proposed subject may pose a significant risk of causing Abuse or harm to Vulnerable Groups.

When appropriate in imposing a PSO an Operational Rules Tribunal may give leave for the subject of the PSO to request a review at the end of such period of time as the Operational Rules Tribunal thinks fit. Where the subject of a PSO intends to carry out Regulated Activity (as defined by the DBS from time to time) the Operational Rules Tribunal may require the subject of the PSO to complete a DBS prior to hearing the review and may order the SCMG to carry out a Risk Assessment based on the information contained in such DBS and report such Risk Assessment to the Operational Rules Tribunal before the review hearing.

### **REFERRAL TO TRIBUNAL**

D4:12 Where the SCMG decides to follow the course of action at D4:10 (e) (vi) or believes there has been misconduct under D4 the matter may be referred to a Tribunal.

#### **Tribunal Procedures**

Tribunals (and appeals) will be held under the procedures set out in Section D1 of the Operational Rules save that a member of the SCMG may undertake the role of the Compliance Manager.

#### **Sanctions**

In addition, or in place of the sanctions set out in Section D1 the Operational Rules Tribunal may also:

- (i) decide that the person against whom the complaint was made and/or other members of their club should attend further training within a specified time period;
- (ii) impose conditions or limitations on a person's, team's or club's participation in the game;
- (iii) impose a period suspension;
- (iv) impose a fine;
- (iv) impose a PSO (which may or may not include review dates) as set out above.

### **SHARING OF INFORMATION**

## SAFEGUARDING VULNERABLE GROUPS RULES

D4:13 In carrying out its duties under the Safeguarding Vulnerable Individuals and Groups Rules the RFL has a right and a duty to share information where in its reasonable opinion it believes that this is appropriate to safeguard Vulnerable Individuals and/or Groups and/or to ensure that the decisions of the SCMG and/or Operational Rules Tribunal and/or Operational Rules Appeal Tribunal can be enforced effectively.

In particular the RFL may share information with (but not limited to):

- The police;
- Statutory Authorities;
- Other NGBs of sport;
- Sport Resolutions;
- Schools and other organisations including charities which work with children and/or Adults at Risk;
- CWOs and/or club officials;
- Victims and other witnesses involved in a particular case;
- Senior club officials;
- Senior officials of Leagues & Competitions;
- Match Officials societies; and
- RFL departments.

The RFL may share information to ensure that (but not limited to):

- The DBS process and DBS Risk Assessment process is effective;
- DNDOS, TSOs and PSOs are enforced;
- The decisions of the SCMG and/or Tribunals are enforced;
- A full assessment of the potential risk of Abuse or harm to Vulnerable Groups can be carried out;
- Appropriate people are aware of the risk or potential risk posed by an individual or group.

The information shared will be limited to that which is necessary to ensure the purpose and effective enforcement of these Rules. The Board and/or Operational Rules Tribunal and/or Operational Rules Appeal Tribunal and/or SCMG are under no obligation to inform the person concerned that such information has been shared.

The RFL and/or Operational Rules Tribunal and/or Operational Rules Appeals Tribunal and/or SCMG shall be entitled to publish in the media as it thinks fit reports of its inquiries, proceedings, acts and decisions whether the same shall or shall not reflect on the character or conduct of any Person Subject to the Operational Rules or any representative and any such aforementioned party shall be deemed to have assented to such publication and each Person Subject to the Operational Rules agrees to waive any rights it may have to sue the RFL and/or the Board and/or the Operational Rules Tribunal and/or Operational Rules Appeals Tribunal and/or SCMG (or members thereof) for any defamatory remarks contained within such publication except where such publication is made maliciously. Such public statements will ordinarily only be made where it is believed necessary to safeguard Vulnerable Groups and/or to ensure that the decisions of the SCMG and/or Operational Rules Tribunal and/or Operational Rules Appeal Tribunal can be enforced effectively.

**SECTION E**

# **ARBITRATION**

**SECTION E | ARBITRATION**



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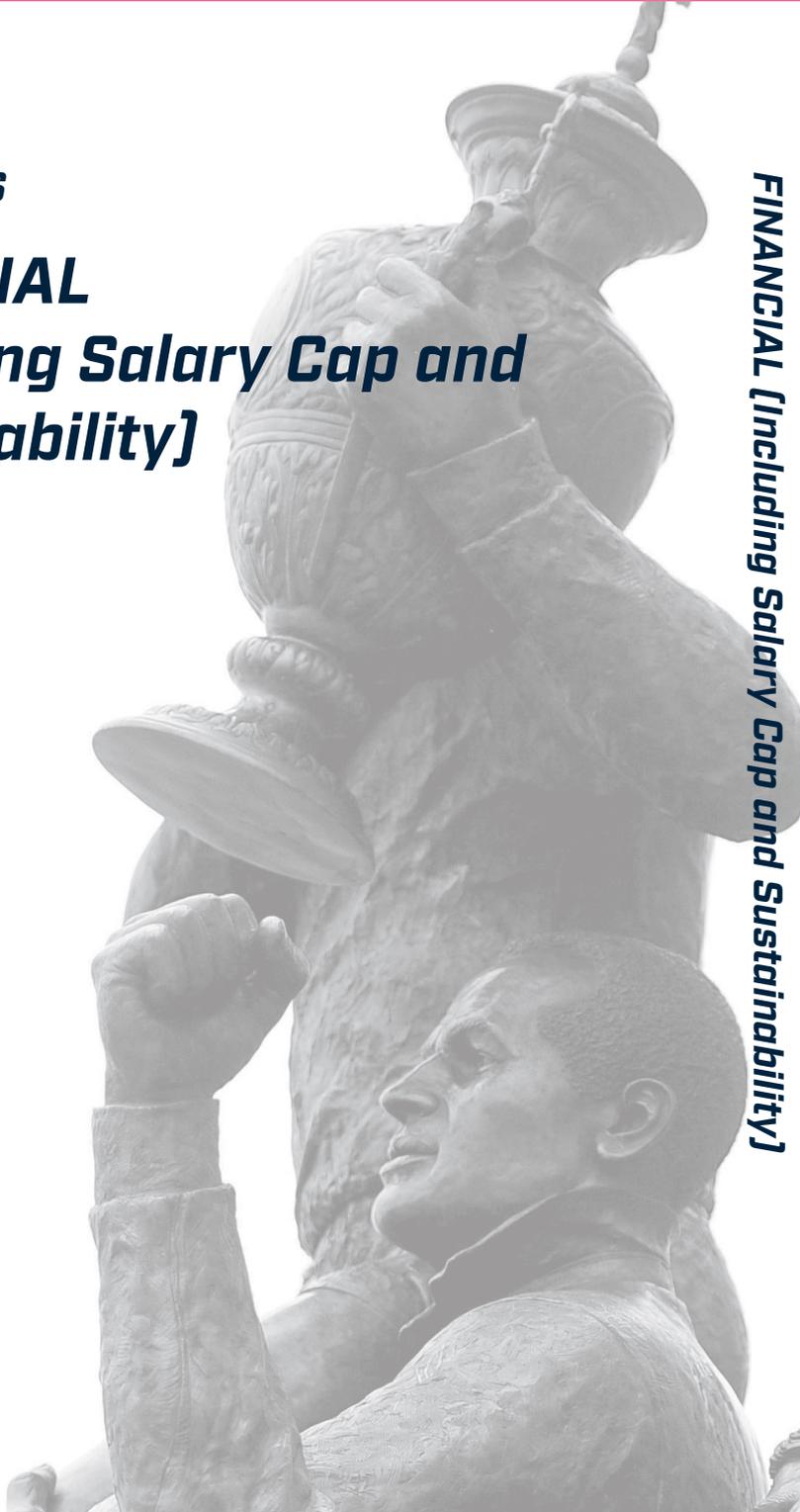
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**FINANCIAL**  
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**FINANCIAL (Including Salary Cap and Sustainability)**



**SUPER LEAGUE SALARY CAP REGULATIONS**

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### 1 PURPOSE OF THE REGULATIONS

- 1.1 The RFL has adopted these Regulations in order to regulate the value of playing talent available to each Club participating in the Super League. The overriding purpose of the Regulations is to protect and promote the long-term health and viability of the Game, including:
- 1.1.1 to protect the integrity of the Super League competition by ensuring that the determinative factor in the sporting outcome is on-field sporting merit and not off-field financial considerations.
  - 1.1.2 to ensure that the Super League competition remains competitive and therefore attractive to spectators and commercial partners by preventing Clubs with greater financial resources dominating the competition and by ensuring a balanced spread of Players among the participating Clubs.
  - 1.1.3 to encourage financial discipline, self-sustainability and responsible spending and therefore protect the long-term viability of clubs.
  - 1.1.4 to protect and nurture a broad competitive playing structure by preventing Clubs trading beyond their means and entering into damaging and unsustainable financial arrangements.
  - 1.1.5 to protect all other Clubs and competition integrity by ensuring that Clubs do not suffer insolvency events during a playing season.
  - 1.1.6 to protect the reputation of the Sport to existing and potential broadcasters and other commercial partners and suppliers.
  - 1.1.7 to protect the long-term viability and sustainability of the Sport.
  - 1.1.8 to protect the welfare and interest of all players.
- 1.2 The Regulations seek to adopt a risk based and proportionate approach.
- 1.3 The Regulations shall apply to all Persons subject to the Operational Rules, including (without limitation) all Clubs, Club Officials, Players, Licensed Agents and any other Party participating in any capacity in any events or other activities organised, convened or authorised by the RFL, whether or not such Party is a citizen of or resident in the United Kingdom. Such Parties shall be deemed to have agreed:
- 1.3.1 to be bound by and to abide strictly by the Regulations;
  - 1.3.2 to submit to the authority of the RFL and any member of the Compliance Team to adopt, apply, monitor and enforce the Regulations;
  - 1.3.3 to provide all requested assistance to the RFL and/or any member of the Compliance Team in the application, monitoring and enforcement of the Regulations, including (without limitation) by cooperating fully with any investigation or proceedings conducted pursuant to the Regulations;
  - 1.3.4 to submit to the jurisdiction of any Off Field Operational Rules Tribunal convened to hear and determine charges brought pursuant to the Regulations; and
  - 1.3.5 further to Clause 13 of these Regulations, not to bring (and to waive any right to bring) any proceedings or claim in any court or other forum that is inconsistent with the foregoing submission to the jurisdiction of the Operational Rules Tribunals.

## SUPER LEAGUE SALARY CAP AND FINANCIAL SUSTAINABILITY REGULATIONS

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- 1.4 Subject to the provisions of the SLE Articles of Association, the RFL may amend the Regulations as appropriate from time to time. Any such amendments shall be approved and shall come into effect immediately. All parties to whom the Regulations apply (including, without limitation, the Clubs) shall be deemed to be bound by the amended Regulations from that point.
- 1.5 The Regulations set out the principles and requirements of the RFL's salary cap system. Compliance with the Regulations should not in any way be taken to mean that a party has complied with its legal obligations to, or in respect of, other parties (for example, in respect of a Club's employment law and/or taxation obligations). In addition, compliance with the Regulations does not necessarily mean that a party has complied with the other provisions of the RFL's Operational Rules or the RFL's Standard Player Agreement.

## 2 INTERPRETATION, DEFINITIONS AND PRINCIPLES

- 2.1 The Regulations are to be interpreted and applied by reference to, and in a manner that advances, their overriding purpose and specific objectives, as detailed in Clause 1, including but not limited to when an issue arises that is not expressly provided for in the Regulations. Such interpretation and application shall take precedence over any strict legal or technical interpretations of the Regulations that may otherwise be proposed.
- 2.2 Capitalised terms used in these Regulations shall have the meaning given to them in the Operational Rules or (where not defined there) as follows:

**"Agreed Operating Budget"** means, in relation to a Club, its Operating Budget that has been agreed by the Salary Cap Lead in accordance with Clause 10;

**"Club Trained"** shall mean a Player who has, for any 3 full Seasons before the end of the Season in which he ceases to be eligible by age to play at Under 21 level, been on the Club's Register. Any dispute as to the status of a Player shall be referred to the Board in accordance with the Operational Rules in Section B1. Any time spent on the Register of another Club on Loan shall be counted towards the 3 full Seasons, unless otherwise determined by the RFL;

**"Operating Budget"** means a budget for a Club in such format as the RFL may specify from time to time showing the operating revenues and costs for the Club;

**"Operating Loss"** means any excess of relevant expenditure over relevant income (budgeted or actual) as calculated in accordance with the RFL's template Operating Budget or Salary Cap Return;

**"Salary Cap Lead"** means the RFL's nominated salary cap lead or any nominated representative of that person;

**"Salary Cap Qualifying Costs"** and **"Club Salary Cap Qualifying Costs"** have the meaning given in Clauses 3 and 4;

**"Salary Cap Relevant Match"** means any first team rugby football league fixture played between two Clubs in either: (a) the Super League competition (including play-offs); (b) the World Club Challenge competition; (c) the Challenge Cup competition (quarter-final, semi-final and final only); or (d) such other fixture as the RFL may prospectively determine to be a Salary Cap Relevant Match from time to time.

**"Salary Cap Return"** means the financial return incorporating the information required by the Salary Cap Lead in the form specified by the RFL from time to time which must be provided covering the periods of the Salary Cap Year.

**"Salary Cap Year"** means each 12-month period from 1 December in one calendar year to 30 November in the following calendar year (inclusive).

**"Sustainability Cap"** means the amount that an applicable Club can budget to spend on items that would count towards its Salary Cap Qualifying Costs to ensure that its Agreed Operating Budget shows a profit or breakeven position.

## SUPER LEAGUE SALARY CAP AND FINANCIAL SUSTAINABILITY REGULATIONS

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- 2.3 Where an amount is set out in £, the equivalent deemed value in any other currency shall be calculated based on the average buying and selling rates of the applicable currency for the preceding year (1<sup>st</sup> August to 31<sup>st</sup> July) with the new rate being applied to any contract registered or contract extended after this date up to the following End of Season Deadline. Such contracts also remain valued at this rate until termination.
- 2.4 As financial reporting evolves over the years and different circumstances or transactions occur, it is clearly impossible to legislate for every possible eventuality. Consequently, the spirit of the rules and their objectives should take precedence over any technical interpretations.
- 2.5 In all matters of interpretation or judgement, the RFL will adopt policies that are consistent with the aforementioned definition of the purpose of the Salary Cap.
- 2.6 Further, Clubs that would wish to establish certainty over any issue should contact the Salary Cap Lead who will provide a written judgement on the appropriate accounting treatment of any particular item, as regards the Salary Cap.
- 2.7 For the avoidance of doubt, the underlying principles in the completion of the Salary Cap Return are the normal conventions used in the preparation of accounts. In particular, costs and expenses should be accrued to match against the revenue receivable in any year.
- 2.8 In addition, retrospective adjustments will not be permitted. Therefore, all invoicing or Directors loan write-offs must be completed by November 30<sup>th</sup> in the year in question, for it to be included within the Salary Cap Return. Errors of omission, whether discovered by the Salary Cap Lead or disclosed by the Club during the course of the audit and the associated dialogue will be allowed until the RFL Finance Department has determined that the individual Club's process has been completed.
- 2.9 In matters of contention, the RFL will be guided by the treatment accepted by HMRC as to items that may be capital or revenue in nature. However, while this may assist the RFL in determining an issue, it would not bind the RFL, particularly where such a treatment may in fact be tax effective but, nevertheless, is in conflict with the primary purpose of these Salary Cap rules.

### **3 SALARY CAP LIMIT**

#### **3.1 Limit**

- 3.1.1 A Club must ensure that its Club Salary Cap Qualifying Costs in any Season do not exceed the finite cap (£2,100,000 in the 2023 Season).
- 3.1.2 Club Salary Cap Qualifying Costs are the Salary Cap Qualifying Costs of all Players who makes an appearance in a Salary Cap Relevant Match for the applicable Club other than any Player who: (i) would be age eligible to play at under 21 level in the relevant Season (i.e. under 21 on the 31 August preceding the applicable Season); and (ii) whose Salary Cap Qualifying Costs would be £30,000 or less.
- 3.1.3 In addition, any Financial Focus Club must ensure that its Club Salary Cap Qualifying Costs (and/or the additional costs of any Marquee Player or New or Returning Talent Pool Player which do not count as Salary Cap Qualifying Costs) in the applicable Season(s) do not exceed its Sustainability Cap for the applicable Season(s).
- 3.1.4 For the avoidance of doubt a Club's compliance with Clause 3.1.1 and 3.1.2 shall normally be measured retrospectively based on a Club's Salary Cap Return or any other information that becomes available to the RFL.

## SUPER LEAGUE SALARY CAP AND FINANCIAL SUSTAINABILITY REGULATIONS

### 4 SALARY CAP QUALIFYING COSTS

#### 4.1 General

- 4.1.1 The Salary Cap Qualifying Costs of each Player is the total sum of the gross payments and other benefits (as valued for the purpose of P11d unless otherwise set out in these Regulations or advised by the RFL) that are paid or payable by a Club or accrue (or are deemed to accrue) to the Player in the relevant Season whether pursuant to a Playing Contract or other arrangement (verbal or otherwise) in consideration for or otherwise on account of the Player's provision of playing (or related) services to the Club in that Season including the items set out in the remaining provisions of this Clause 4 (but subject to the exclusions set out in Clause 5).
- 4.1.2 In the case of dispute as to the Salary Cap Qualifying Costs of a Player, subject to a Club's right of review pursuant to Clause 13, the Salary Cap Lead's decision shall be binding.
- 4.1.3 In the case of Clubs located outside of the UK, the RFL shall have discretion to add an additional amount onto the Salary Cap Qualifying Costs of each player to reflect the value of additional benefits or the taxation system in the applicable jurisdiction.
- 4.1.4 The Salary Cap Lead will not ordinarily interfere with the schedule of payments agreed between Club and Player; however, has discretion to treat a Club's liability to a Player for salary and/or specific payments or benefits as accruing on a pro rata basis if the Player is a Marquee Player or New or Returning Talent Pool Player.

#### 4.2 Player contract payments:

- 4.2.1 All guaranteed payments as stated in the player's contract.
- 4.2.2 All signing on fees (which shall either be accounted for in the first Season in which the Player is playing for the Club or spread equally across the term of the relevant Player's contract).

#### 4.3 Player match payments:

- 4.3.1 Any remuneration based on appearances, match results or other bonuses.
- 4.3.2 As an alternative to the above, a Club may instead include the following deemed values for appearance and win bonuses (of £500 or less) for each Player's Salary Cap Qualifying Costs. A Club must take a consistent approach across all applicable Players.

#### Appearance Bonuses

- (a) where a Player's Gross salary is more than £20,000 for the Salary Cap Year in question, the deemed Gross value of any appearance bonus provisions will be calculated on the assumption that the Player will participate in 18 Salary Cap Relevant Matches for the Club during the Salary Cap Year;

*For example, where a Club contracts to pay a Player £21,000 in salary plus £200 per first team appearance in a particular Salary Cap Year, the deemed Gross value of the appearance bonus provision for the purposes of calculating the Player's Salary Cap Value for that Salary Cap Year will be £3,600 (i.e. £200 x 18). If instead the Club contracts to pay the Player a £2,500 bonus for every 5 first team appearances, the deemed Gross value of the appearance bonus provision for purposes of calculating the Player's Salary Cap Value will be £7,500 (i.e. £2,500 x 3).*

## SUPER LEAGUE SALARY CAP AND FINANCIAL SUSTAINABILITY REGULATIONS

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- (b) where a Player's Gross salary is £20,000 or less for the Salary Cap Year in question, the deemed Gross value of any appearance bonus provisions will be calculated on the assumption that the Player will participate in 5 Salary Cap Relevant Matches for the Club during the Salary Cap Year; and

*For example, where a Club contracts to pay a Player £20,000 in salary plus £300 per first team appearance in a particular Salary Cap Year, the deemed Gross value of the appearance bonus provision for the purposes of calculating the Player's Salary Cap Value for that Salary Cap Year will be £1,500 (i.e. £300 x 5). If instead the Club contracts to pay the Player a £2,500 bonus for every 10 first team appearances, the deemed Gross value of the appearance bonus provisions for the purposes of calculating the Player's Salary Cap Value will be £0.*

### Win Bonuses

- (a) Where the Gross value of the win bonus is £500 or less per win, then if the Player's Gross salary is:

- (i) more than £20,000 for the Salary Cap Year in question, the deemed Gross value of the win bonus provisions will be calculated on the assumption that the Player will play in 14 winning Salary Cap Relevant Matches for the Club during the Salary Cap Year;

*For example, where a Club contracts to pay a Player £21,000 in salary and £300 per first team win in which the Player participates in that Salary Cap Year, the deemed Gross value of the win bonus provisions for the purposes of calculating the Player's Salary Cap Value will be £4,200 (i.e. £300 x 14).*

- (ii) £20,000 or less for the Salary Cap Year in question, the deemed Gross value of the win bonus provisions will be calculated on the assumption that the Player will play in 5 winning Salary Cap Relevant Matches for the Club during the Salary Cap Year;

*For example, where a Club contracts to pay a Player £20,000 in salary and £500 per first team win in which the Player participates in that Salary Cap Year, the deemed Gross value of the win bonus provision for the purposes of calculating the Player's Salary Cap Value will be £2,500 (i.e. £500 x 5)*

- 4.3.3 Where a Club elects to use deemed values in accordance with Clause 4.3.2, for any other bonuses (including for the avoidance of doubt win bonuses of more than £500 per match) the actual value paid shall be included in the Player's Salary Cap Qualifying Costs unless the prior written approval of the Salary Cap Lead has been obtained to a deemed value. The Salary Cap Lead shall have discretion to determine any deemed value of such additional bonuses based on factors including the Player's ability, likelihood of injury, the Club's record in previous season (each as applicable).

### 4.4 Player benefits

- 4.4.1 All accommodation costs paid by the Club including rent, council tax bills, telephone bills, heating and any other relevant costs. Where a Club owns a house then the "rent" shall be deemed to be the market rent of a similar property in the same location.

## SUPER LEAGUE SALARY CAP AND FINANCIAL SUSTAINABILITY REGULATIONS

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- 4.4.2 All payments made to, or for the benefit of, players' agents by the Club.
- 4.4.3 All payments for private medical cover of a player's family or other persons connected with the player (premiums for players are to be excluded).
- 4.4.4 Provision of cars for players, amount to be based on taxable benefit to the player, which will also include car fuel benefits where applicable.
- 4.4.5 Cost of all travelling expenses paid to, or on behalf of, the player. Such expenses will include all airfares and relocation costs of non-British players, irrespective of whether they may be subject to PAYE.
- 4.4.6 As an alternative to the above, a Club may instead include the following deemed values solely in relation to the provision of cars, flights or accommodation. For the avoidance of doubt all other benefits to be included at cost /value. A Club must take a consistent approach across all applicable Players.
- (a) Car - £4,000 per Salary Cap Year
  - (b) Flights - £2,000 per adult flight
  - (c) Accommodation - £6,000 per Salary Cap Year
- 4.5 **Termination and Compromise Agreements**
- 4.5.1 Any transfer fee paid in relation to a Player solely to the extent that an equivalent amount (or part of the equivalent amount) is paid to the applicable Player by way of compromise payment by his previous club. The previous club may be in any country and of either rugby code and the details of any such payment must be supplied to the Salary Cap Lead in writing.
- 4.5.2 For the avoidance of doubt, save as provided in the Clause above, neither transfer fees nor compromise payments shall be included in Salary Cap Qualifying Costs.
- 4.6 **Payments/(Receipts) for Players on Loan / Dual Registration**
- 4.6.1 The temporary transfer of a Player by way of a loan shall be treated as a permanent transfer. Accordingly:
- (a) where a Super League Club is the loaning Club, the Player shall cease to be considered to be a Player of that Club for the purpose of calculating its Club Salary Cap Qualifying Costs for the duration of the Loan.  
  
*Example: Where a Player with starting Salary Cap Qualifying Costs of £40,000 goes on loan for 3 months, the Player's Salary Cap Qualifying Costs shall be reduced by 3/12ths (i.e. £10,000) to £30,000.*
  - (b) where a Super League Club is the loanee Club, the Player shall be considered to be a Player of that loanee Club for the purpose of calculating its Club Salary Cap Qualifying Costs for the duration of the Loan.
- For the avoidance of doubt any agreement reached between the Clubs from and to which a Player is loaned as to who pays the Player's salary (or part thereof) has no relevance to the treatment of the Player in accordance with this Clause.
- 4.6.2 The dual registration of a Player down the pyramid shall not be treated as a permanent transfer. Accordingly, where a Player registered with a Super League Club is also dual registered to a Championship or League 1 Club, the Player shall continue to be considered a Player of that Super League Club for the purpose of calculating its Salary Cap Qualifying Costs.

## SUPER LEAGUE SALARY CAP AND FINANCIAL SUSTAINABILITY REGULATIONS

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- 4.6.3 The dual registration of a Player up the pyramid to Super League shall be treated as a permanent transfer for the purposes of calculating the Club's Salary Cap Qualifying Costs (for the number of weeks in which he is named in the Squad for a Match). For the avoidance of doubt, his Salary Cap Qualifying Costs shall be calculated on the same basis as any other Player and any dispensations, including pursuant to 3.1.1(ii) shall apply save that for the purpose of Clause 3.1.1(ii) the dispensation shall apply to Dual Registered Players who (A) would be age eligible to play at under 25 level in the relevant Season (i.e. under 25 on the 31 August preceding the applicable Season); and (B) whose Salary Cap Value would be £20,000 or less.
- 4.7 **Employee Benefit Trust Charges**
- 4.7.1 For the avoidance of doubt, all payments into the trust relating to the Salary Cap Year in question or liabilities/obligations/expectations to the trust for that year should be recorded in the year as Salary Cap Qualifying Costs. In the absence of information regarding obligations to the trust, the Salary Cap Lead reserves the right to estimate such an obligation and enter a notional amount in the Club's Salary Cap Return.
- 4.8 **Image Rights Payments**
- 4.8.1 The gross value of all amounts that accrue to the Player during the Salary Cap Year in consideration for the right to exploit commercially the Player's name, image and/or other attributes in that Salary Cap Year.
- 4.9 **Payment or benefit accrual principle**
- 4.9.1 In determining Salary Cap Qualifying Costs, whether or not a payment is actually made or a benefit is actually provided by the Club to the Player in the relevant Salary Cap Year is irrelevant, instead, what is relevant is the date when the payment or benefit accrues to that Player.
- 4.10 **Dual Roles**
- 4.10.1 Where a player is also employed by a Club in a capacity other than as a player (or otherwise provides services to a Club) then the starting point is that the remuneration payable by the Club for the other duties shall also be included as Salary Cap Qualifying Costs. A Club may seek a dispensation from the Salary Cap Lead from such payments being included as Salary Cap Qualifying Costs if the Club can demonstrate to the comfortable satisfaction of the Salary Cap Lead that such payments are bona fide payments arising out of a bona fide contract of employment for work unrelated to a player's playing obligations to a Club, the burden of proof being on the Club.
- 4.10.2 A Club shall disclose the details of such other employment to the Salary Cap Lead at the same time as submitting such player's contract (or, if the player agrees to the additional employment or role at a later date, promptly on the player agreeing to the same).
- 4.11 **Payments to relations/associates**
- 4.11.1 Any payment made to any relative or associate of a player or any other person, which, in the opinion of the Salary Cap Lead, relates to the player's services (past, present or future) to the Club.
- 4.12 **Payments to corporations in which the player has an interest**
- 4.12.1 Payments to corporations in which the player has a direct or indirect beneficial interest, payments to partnerships in which the player is a member and payments to trusts from which the player may have any kind of beneficial interest.

## SUPER LEAGUE SALARY CAP AND FINANCIAL SUSTAINABILITY REGULATIONS

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### 4.13 Loans to players

- 4.13.1 Advances or loans made to players, retirement benefits and termination payments made at the expiration of a contract.
- 4.13.2 In relation to 4.10.1, where a Club makes a loan to a Player in accordance with C1 of the Operational Rules it shall be deemed to be a benefit and the Club shall treat the loan as follows:
- (i) An amount equal to the Bank of England base rate plus 2% of the loan balance shall be added to the Player's Salary Cap Qualifying Costs (calculated at the time the loan is made) and included in the Salary Cap Return.
  - (ii) The Club shall recalculate the value of the deemed benefit at the start of each new Salary Cap Year (to reflect any changes in the Bank of England Base Rate or any repayment of the capital sum) until it is repaid in full.
  - (iii) The provision of (i) and (ii) shall not apply where a loan is made and repaid in full within the same Salary Cap Year. Evidence shall be provided to the Salary Cap Lead of an agreed payment plan at the time the loan is made.
  - (iv) If the recipient Player leaves the Club or is dismissed and any outstanding loan balance is not repaid in full the outstanding balance of the loan at that time shall be added to the Salary Cap Qualifying Costs of the Club in full. The Salary Cap Lead shall have the discretion not to apply this treatment if the Contract is terminated due to injury or illness or if, during the Playing Season, it is terminated by the Player due to a breach of the Contract by the Club.

For the avoidance of doubt, any other loan to a Player which is not made in accordance with the provisions of this paragraph and those set out in C1 is prohibited.

### 4.14 Shares

- 4.14.1 The value of any shares in any company that are made available to a Player, the amount included as a Salary Cap Qualifying Cost to be based on the taxable benefit to the player, which if not calculated or provided by the Club will be determined by the Salary Cap Lead in accordance with valuation procedures or methods recommended by HMRC in place at that time.
- 4.14.2 NB – in accordance with the Operational Rules, a Club or associated party is prohibited from purchasing in a company owned by a Player or by any party connected with the Player.

### 4.15 Payments to players from sources external to the Club

- 4.15.1 Any payments to players made: (i) by, or on behalf of, any person, business or entity associated or affiliated with the Club whether linked by common management, ownership, control, directorships, company officers, shareholding, undertaking or otherwise; (ii) by, or on behalf of, any foundation or other charitable body associated with the Club; (iii) by, or on behalf of any sponsor or other commercial partner of the Club shall be a Salary Cap Qualifying Cost, save where the Club can demonstrate to the comfortable satisfaction of the Salary Cap Lead that such payments are bona fide payments arising out of a bona fide contract of employment for work unrelated to a player's playing obligations to a Club, the burden of proof being on the Club.

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A Club shall disclose the details of any agreements or arrangements (written or verbal) between its Players and any of the above parties promptly upon becoming aware of the same. The Salary Cap Lead shall then determine whether they should be considered a Salary Cap Qualifying Cost.

### 4.16 Any other payments

- 4.16.1 Any other forms of expenditure incurred by a Club or received by a Player, which the Salary Cap Lead, in their absolute discretion, may deem to constitute Salary Cap Qualifying Costs, having regard to the spirit of the Salary Cap resolutions passed by the RFL.

## 5 NON – SALARY CAP COSTS

- 5.1 The value of any player bonuses paid out of any prize money paid by the RFL/ SLE to the Club shall be excluded from Salary Cap Qualifying Costs, provided such payments have been made to Players and provided that any sums in excess of these figures shall count as Club Salary Cap Qualifying Costs.

- 5.2 The following shall also not count towards Salary Cap Qualifying Costs:

- 5.2.1 The value of any of the Club's season tickets and/or match day passes (or their equivalent) given to a Player and/or his immediate family members – provided that the Salary Cap Lead may disregard this exception where, acting reasonably, he determines the value and/or number of the tickets or passes to exceed what is reasonable in the circumstances of the Player in question.

- 5.2.2 The gross value of any bonus payments that may accrue to a Player during the Salary Cap Year if he wins the annual Man of Steel award (or any other similar central individual award). For the avoidance of doubt the value of any bonus payment that may accrue to the player during the Salary Cap Year for the Dream Team shall count towards the Salary Cap Qualifying Costs. Any Club award payable that may accrue to a Player during the Salary Cap Year if he wins the Club's Player of the Year shall count.

- 5.2.3 Any bonus payments that may accrue to the Player during the Salary Cap Year if he is selected to represent his country in an official international test match in that Salary Cap Year, subject to the following maximum limits:

- (a) national age group team (e.g. England Under 18): £500;
- (b) England Knights (or equivalent): £2,000; and
- (c) national (any IRL Tier 1 – 3 nation) senior team: £5,000.

provided that the value of all international representation bonus provisions over and above the specified limits will be considered Salary Cap Qualifying Costs.

- 5.2.4 Costs paid directly by the Club to an educational/vocational training establishment in respect of the Player's development, provided that such costs are approved in writing by the Salary Cap Lead (with such approval usually sought prior to commencement of the course in question).

- 5.2.5 Where a Player is injured whilst playing for a representative team authorised by the RFL, any payment received by the Club under an insurance policy approved by the RFL, to compensate the Club for payments it has made to the Player during the period in which he was injured, will be deducted from the Salary Cap Qualifying Costs of that Player.

- 5.3 Employer's National Insurance on payments made to Players is to be excluded from Salary Cap Qualifying Costs.

**6 ALLOWANCES**

**A Club must have the permission of the Salary Cap Lead prior to entering into a Contract with a Player who will be a New or Returning Talent Pool Player, or a Marquee Player. The proposed signing of a New or Returning Talent Pool Player or Marquee Player shall be a ground on which the RFL may deem a Club to be a Financial Focus Club and for the provisions of Clause 10 apply.**

**6.1 New and Returning Talent Pool Players Allowance**

The intention behind this allowance is to remove any disincentive Clubs might feel in considering signing untried players from Rugby League development areas and/or other sports or players who have not played Rugby League in the preceding 5 years.

The Salary Cap Lead will administer the allowance in pursuit of this intention in the event of any cases where there is a doubt as to whether the individual in question should qualify for an allowance.

6.1.1 A “New Talent Pool Player” is a Player who:

- (i) has attained age 19 on 31<sup>st</sup> August prior to the start of the season (e.g. 31<sup>st</sup> August 2022 for the 2023 season); and
- (ii) has not played Rugby League at any age group or level, subject to the Salary Cap Lead’s ability to use their reasonable discretion to override this restriction so that, non-exhaustively, it would ordinarily apply only to those who have not:
  - (a) played Rugby League for any participant club or team in a national 1<sup>st</sup> tier senior grade competition (including for example, the European Super League, UK Championships, any of the Australian NRL competitions, French Elite Championship, New Zealand’s national competitions);
  - (b) played for a team in a national Rugby League development competition (including non-exhaustively, the RFL’s Academy competitions and the NRL’s National Youth Competition), and/or
  - (c) participated in and/or played RFL Scholarship age group Rugby League (or any equivalent Rugby League programmes based in other countries not covered in (ii) (a) or (b) above)

6.1.2 A “Returning Talent Pool Player” is a Player who:

- (i) has attained age 19 on 31<sup>st</sup> August prior to the start of the season; and
- (ii) has not played Rugby League at any age group or level (as defined in (a)(ii) above and again subject to the Salary Cap Lead’s ability to use their reasonable discretion to override this restriction) in the 5 years prior to the proposed signing.

Where the New or Returning Talent Pool Player is registered on or after 1<sup>st</sup> February during a Salary Cap Year, that year will not count as the one full Salary Cap Year to which this allowance applies.

6.1.3 Subject to (6.1.4) below, where a Club registers a New Talent Pool Player or Returning Talent Pool Player, that Player’s Salary Cap Qualifying Costs will be reduced in accordance with the following provisions:

- (i) New Talent Pool Players:
  - (A) in respect of the period up to the end of the New Talent Pool Player’s first full Salary Cap Year with the Club, his Salary Cap

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Qualifying Cost will be reduced to £0 (and for the avoidance of doubt, where the New Talent Pool Player is registered on or after 1<sup>st</sup> February during a Salary Cap Year, that year will not count as the one full Salary Cap Year to which this allowance applies); and

- (B) in respect of the period up to the end of the New Talent Pool Player's second full Salary Cap Year, his Salary Cap Qualifying Cost will be reduced by 50%.

(ii) Returning Talent Pool Player

- (A) in respect of the period up to the end of the Returning Talent Pool Player's first full Salary Cap Year with the Club, his Salary Cap Qualifying Cost will be reduced by 50% (and for the avoidance of doubt, where the Returning Talent Pool Player is registered on or after 1<sup>st</sup> February during a Salary Cap Year, that year will not count as the one full Salary Cap Year to which this allowance applies); and
- (B) in respect of the period up to the end of the Returning Talent Pool Player's second full Salary Cap Year, his Salary Cap Qualifying Cost will be reduced by 25%.

6.1.4 The allowance set out above is subject to the following conditions:

- (i) Clubs are limited to 2 New Talent Pool Players or Returning Talent Pool Players (to whom the allowance is applied) at any time;
- (ii) where a Club has more than 2 New Talent Pool Players or Returning Talent Pool Players registered, it may notify the Salary Cap Lead as to which 2 of the applicable Players the allowance will apply; and
- (iii) for the avoidance of doubt, where a New Talent Pool Player or Returning Talent Pool Player moves to another Club the allowance is available to his new Club but shall not extend beyond the period it would have endured had he remained at his original Club.

### 6.2 Marquee Player Allowance

The intention of the following dispensation is to enabling Clubs to retain and/or recruit elite playing talent whilst maintaining the financial sustainability of Clubs.

- 6.2.1 Subject to the other provisions of this Clause, each Club shall be entitled to a dispensation for up to 3 Marquee Players at any time.
- 6.2.2 A Marquee Player is a Player whose Salary Cap Qualifying Cost would be (but for the provisions of this Clause 6.2) £175,000 or more.
- 6.2.3 A Club Trained Marquee Player shall be given a notional Salary Cap Qualifying Cost of £50,000. Club Trained shall have the meaning specified in 2.2 of these regulations.
- 6.2.4 A Marquee Player who is a Federation Trained Player (as defined within these Operational Rules) shall be given a notional Salary Cap Qualifying Cost of £100,000.
- 6.2.5 A Marquee Player who is neither a Club Trained or Federation Trained Player shall be given a notional Salary Cap Qualifying Cost of £150,000.
- 6.2.6 The identity of any Marquee Player shall not be kept confidential.
- 6.2.7 Any Marquee Player and his Club agree that the Player will be made available to undertake commercial, media and other reasonable appearance requests from RL Commercial provide that the Club and Player are given at least 7 days' notice of the requirements of the Player. Should a Player not comply with this

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request then he and his Club will be referred to Compliance for potential Misconduct and his Marquee Player status will be revoked from the date of refusal meaning the value for Salary Cap Qualifying Cost will be the full value of the remainder of the Player's contract.

### 6.3 Club Trained Allowance Dispensation

The following dispensation shall apply with the intention of rewarding those Clubs that produce Players who are established Super League, NRL or top Championship Club (based on the finishing positions at the end of the previous Season) Players.

- 6.3.1 The maximum dispensation under this Clause for each Club will be £100,000 per annum (which shall be applied as a reduction to total Club Salary Cap Qualifying Costs).
- 6.3.2 The cap dispensation for each club will be determined by the 1st November each year by the RFL (based on submissions provided by each applicable Club) and this figure will be an additional allowance in the Cap for the following Salary Cap Year.
- 6.3.3 The allowance is a £5,000 dispensation for each of the Club's Club Trained Players who played 10: (i) Salary Cap Relevant Matches; or (ii) League, Cup or Play Off matches for a Championship Club which competed in the Championship Play Offs (for the avoidance of doubt irrespective of whether those matches were in the Play Offs); or (iii) matches in the NRL, in each case (subject to the remaining provisions of this paragraph) in the preceding Season.
- 6.3.4 A Club Trained Player is a Player who has been on the Club's register for any 3 full Seasons before the end of the Season in which he ceases to be eligible by age to play at Under 21 level. For the avoidance of doubt, any time spent on the Register of another Club on Loan shall be counted towards the 3 full Seasons, unless otherwise determined by the RFL.
- 6.3.5 For the avoidance of doubt the dispensation applies irrespective of whether the Matches are played for that Club or another Club.

### 6.4 London Allowance

In recognition of the higher living costs for London Broncos players due to their location a 10% London cost of living weighting allowance is applied to the Club's Salary Cap Limit and is available in addition to the Club Trained dispensation, subject to the combined value of both allowances being capped at the 10% weighting allowance.

### 6.5 Player Welfare Dispensation

The following dispensation is intended to reward Clubs who achieve the targets in the Player Welfare Policy and encourage Clubs to invest in player welfare.

- 6.5.1 Each Club that achieves the Welfare Target (as defined in paragraph 6.5.2 below) shall be entitled to a £50,000 allowance for the following Salary Cap Year which shall be deducted from its Salary Cap Qualifying Costs.
- 6.5.2 The Welfare Target is achieving the compliant score as set out in the welfare audit undertaken by the Welfare Director in September of each year.

### 6.6 Injury / Illness Dispensation

- 6.6.1 The following dispensation is intended to ensure that Clubs have the opportunity from a regulatory perspective, to bring in replacement Player(s)

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where a player suffers a long-term injury.

- (i) A Player who only plays up to 3 matches at the Start and/or End of a Regular Season due to a long-term injury will only count proportionately towards a Club's Salary Cap Qualifying Costs subject to the following:
  - (a) Subject to paragraph (D) below, 'proportionately' shall be calculated as the number of Super League matches played by the Player divided by number of Regular Season Rounds i.e. 1/27th, 2/27th or 3/27th of what would otherwise be the Player's Salary Cap Qualifying Costs.
  - (b) The dispensation is designed to cover 'long term injuries' not Players being out of form or not selected for other reasons: accordingly evidence of such injury shall be provided by the Club upon request.
  - (c) For the purpose of this paragraph: Start of the Season shall mean the first 5 Rounds of the Regular Season and End of the Season shall mean the Rounds after the End of Seasons Signing Deadline.
  - (d) If the applicable Player also plays in any Play Off Matches, 'proportionately' shall be calculated as the number of matches played by the Player divided by the number of Super League Matches played by the Club (i.e. the denominator will be 28, 29 or 30)
  - (e) A Club may only apply the dispensation to Players who are on its Register at the start of the Regular Season.

6.6.2 Where a Player who sustains an injury prior to the start of a Season which had a prognosis (evidenced by cotemporaneous medical records) that he would miss the entire Season, is able to return to play prior to the end of the Season, the Club may seek approval from the Salary Cap Lead to reduce the Player's Salary Cap Qualifying Costs from what they would otherwise be in accordance with these Regulations. The Salary Cap Lead will have discretion in considering any such request.

6.6.3 A Club can apply to the Salary Cap Lead for permission to remove a proportion of the Salary Cap Qualifying Costs of a Player (representing the unexpired proportion of the Season) who sustains an acute injury whilst playing in any Mid-Season International which rules him out of the remainder of the current season.

## 7 MONITORING PROCESS

- 7.1 If requested by the RFL, a Club is required to complete and submit a monthly return ("**Monthly Payroll Return**"). The Monthly Payroll Return shall be a detailed payroll summary report, directly from the Club's payroll system. The Monthly Payroll Return shall be emailed to the RFL within 5 working days of the end of each month. The Salary Cap Return should be emailed by the due date.
- 7.2 In addition, all Clubs are required to submit a formal Salary Cap Return covering the first six months of the Salary Cap Year by June 30<sup>th</sup> of the year under review to the Salary Cap Lead and a Salary Cap Return covering the complete twelve months of the Salary Cap Year by December 31st of the year under review.
- 7.3 All the Club's Directors must sign the Salary Cap Return confirming its completeness and certifying that no other payments have been omitted from the Salary Cap Return to players from other sources including related companies, companies within the same group, companies with mutual directorships or sponsors.

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- 7.4 The accuracy of any Monthly Payroll Return and the Salary Cap Return is the responsibility of the Club.
- 7.5 Although the RFL may, from time to time, issue reminders as to the timetables, the non-issuing of such a reminder is not an acceptable explanation for the non-submission of the Monthly Payroll Return or Salary Cap Return.

### **8 AUDITING**

- 8.1 The Salary Cap Lead will undertake Salary Cap audits in each year (which for the avoidance of doubt may cover any years selected by the Salary Cap Lead).
- 8.2 Any Club selected for audit must cooperate fully with the Salary Cap Lead or Compliance or Finance Team in respect of the audit, including (without limitation) by making requested documents (including the Club's accounts and accompanying documents) and other information available for inspection and/or arranging for specified Club Officials and/or Players to be available for interview, as required by the Compliance or Finance Team.
- 8.3 All other Persons Subject to the Operational Rules shall also comply fully with the Salary Cap Lead and/or Compliance Team.
- 8.4 The Compliance Manager (and any of his investigators he instructs to do so) may, following a review of the Salary Cap Lead's report, request further information from the Club before reaching any conclusions.

### **9 PENALTIES FOR LATE OR NON-SUBMISSION OF THE MONTHLY PAYROLL RETURN OR SALARY CAP RETURN, BUDGET AND/OR RELATED INFORMATION**

- 9.1 In addition to any other penalties that might be imposed pursuant to Section D1 of the Operational Rules, failure to comply with the requirement to submit Monthly Payroll Returns and/or Salary Cap Returns may result in the withholding of RFL central funds until such time as the item(s) requested are reviewed.

### **10 SUSTAINABILITY CAP**

- 10.1 If a Club is subject to Special Measures or is a Financial Focus Club and the RFL (at its discretion) determines that a Sustainability Cap should be set then, in accordance with Clause 3 the Club shall ensure that its Salary Cap Qualifying Costs for the relevant period do not exceed its Sustainability Cap.
- 10.2 Subject to any dispensations granted pursuant to these Regulations, a Club's Sustainability Cap is the amount that it can budget to spend on items that would count towards the Salary Cap Qualifying Costs of its Players to ensure that its Agreed Operating Budget shows a profit or breakeven position.
- 10.3 If a Club is subject to a Sustainability Cap, the Club may only utilise the Marquee Player Allowance or the New Talent Pool Player Allowance if the Club's Salary Cap Qualifying Costs including the full Salary Cap Qualifying Costs of the relevant Players (i.e. before taking into account the dispensations) is equal or less than the Club Sustainability Cap (subject to any dispensations granted pursuant to these Regulations).
- 10.4 Where a Club is subject to Special Measures or is a Financial Focus Club and has taken a loan from the DCMS Rugby League Professional Sport Fund, the following will apply to the Club Sustainability Cap during the term of the loan:
- (i) If a Club wishes to only include part of its loan balance drawn down as income in either the Salary Cap Year or the following Salary Cap Year for the purposes of the calculation of the Sustainability Cap, it may do so and defer the remainder of the balance for use in future years.
  - (ii) In either the Salary Cap Year in which the Loan is received or the Salary Cap Year following the year in which the loan is received, the net of the loan amount received less any repayments in year one will be added to the Club Sustainability Cap.

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- (iii) In subsequent years, the loan repayments due will be deducted from the Club Sustainability Cap until the loan is fully repaid.
  - (iv) Whilst setting the Club Sustainability Cap in accordance with the other provisions of this Clause 10, the Salary Cap Lead may adopt the treatment described in this clause for any other significant loan amounts received by Clubs.
- 10.5 Any Club which has had or is having a Sustainability Cap set being a "Financial Focus Club".

### 10.6 **Setting Sustainability Cap**

Where the RFL has determined that a Sustainability Cap should be set:

- 10.6.1 the Club must submit to the RFL Finance Department its Operating Budget for such period as determined by the RFL within such time as reasonably specified by the RFL.
- 10.6.2 The Club must use the Operating Budget template specified by the RFL from time to time and this should be completed in line with the definitions in these Regulations and the notes within the template. Any advice or requests for clarification must be referred to the RFL Finance Department.
- 10.6.3 The Club shall use all reasonable endeavours to ensure that its Operating Budget is accurate taking into account all information known by the Club or which should have reasonably been known by the Club at the time it was produced.
- 10.6.4 The RFL Finance Department will scrutinise the submitted Operating Budget and liaise with the Club to seek to agree an Agreed Operating Budget and the Sustainability Cap. In the case of any dispute during the agreement of the Agreed Operating Budget, the correct treatment and/or inclusion of any item shall be determined by the RFL.
- 10.6.5 The Club must provide any further information or evidence requested by the RFL Finance Department to enable them to agree the Agreed Operating Budget and the Sustainability Cap within such timeframe as reasonably specified by the RFL Finance Department.
- 10.6.6 If a Club has not submitted its Operating Budget within fourteen calendar days of the deadline then, in addition to any other penalties imposed in accordance with the Operational Rules or these Regulations, the Club may forfeit the right for a dispensation under Clause 10.7. In addition, a failure to submit the Club's Operating Budget within one calendar month may result in the withholding of central distributions until such time as the budget is received.

### 10.7 **Dispensation**

- 10.7.1 A Financial Focus Club may seek in writing a dispensation from the RFL to spend in excess of its Sustainability Cap. Such a dispensation will not be granted unless an amount equivalent to the amount by which the Club wishes to exceed its Sustainability Cap (plus an equal to the applicable National Insurance and Employers' PAYE) (the "Shortfall") is, in that Salary Cap Year, but before the dispensation is granted either:
  - (i) invested in the Club by way of equity contributions; or
  - (ii) subject to a Personal Guarantee, or another appropriate form of security from a shareholder(s), director(s) or other business or entity associated or affiliated with the Club, guaranteeing that such party will meet the Shortfall (any such guarantee to be in the format specified by the RFL). The RFL has discretion on whether to grant a dispensation pursuant to this Clause and a dispensation will only be granted if the Salary Cap

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Lead is satisfied (acting reasonably) that the person or entity providing the guarantee or security will be able to invest the Shortfall at the time required by the Club. To enable the Salary Cap Lead to consider a dispensation request under this Clause the applicable Club shall ensure that the person or entity it is proposed will provide the guarantee or the security provides any information or evidence requested by the Salary Cap Lead (within such timetables as reasonably specified) and agrees to the Salary Cap Lead carrying out associated due diligence.

- 10.7.2 A Club seeking a dispensation shall provide such evidence as reasonably requested by the Salary Cap Lead to confirm that such equity contributions have been made.
- 10.8 **Review of Agreed Operating Budget**
- 10.8.1 A Financial Focus Club, may, at any time, submit a revised Operating Budget (based on actuals achieved to date) and ask that the RFL Finance Department to review the Agreed Operating Budget and the Sustainability Cap to either adjust the Sustainability Cap or to remove the Club from Special Measures / Financial Focus.
- 10.8.2 A Financial Focus Club must promptly notify the RFL Finance Department of any event that would have a material impact (which shall include any event or series of events that have or will reduce income by more than 5% or increase expenditure by more than 5%) on its Agreed Operating Budget and provide a revised Operating Budget.
- 10.8.3 At any time during a Season, the RFL Finance Department may request that the Club provide details of actual costs and revenues as against those budgeted in the Agreed Operating Budget. Any Club shall comply promptly with any such request.
- 10.8.4 If as a result of information submitted pursuant to the above or otherwise, the Salary Cap Lead reasonably believes that a Club will make an Operating Loss (and the Club has not been granted a dispensation pursuant to these Regulations to make such additional loss) then the Salary Cap Lead shall be entitled to place such restrictions on the signing of Players by such Club as he/she considers reasonable.
- 10.9 **Impact on Future Years**
- 10.9.1 If, in any Salary Cap Year, a Financial Focus Club makes an Operating Loss (and which it has not got a dispensation for in accordance with Clause 6) (whether evidenced by a Club's Salary Cap Return or otherwise) then, for the avoidance of doubt, that shall not be a breach of these Financial Sustainability Regulations; however, either:
- (i) the Club must ensure that an amount equivalent to such Operating Loss is invested in the Club by way of equity or a loan which fulfils the requirements set out in Clause 6(a)(i) or (ii) (as applicable) during that Salary Cap Year; or
  - (ii) an amount equivalent to such Operating Loss shall be deducted from the amount that a Club would otherwise be permitted to spend on Players in the following Salary Cap Year.
- 10.9.2 If, in any Salary Cap Year, a Financial Focus Club has had a dispensation pursuant to Clause 10.7.1 (Guarantee) then prior to the next Salary Cap Year the Club shall provide evidence that either:
- (i) (A) an amount equal to the Shortfall has been invested by way of equity or a loan which fulfils the requirements set out in Clause 6(a)(i) or (ii) (as

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applicable); and/or (B) that the Club has performed ahead of the Agreed Operating Budget and based on actuals (and evidenced) did not have an Operating Loss equal to the Shortfall. For the avoidance of doubt if, based on actuals a Club has performed ahead of the Agreed Operating Budget but still has an Operating Loss, then only the difference between the actual Operating Loss and the Permitted Loss must be covered by 6 (a); or

- (ii) An amount equal to the Shortfall (less any amount by which the Club has outperformed the Agreed Operating Budget) shall be deducted from the amount the Club would otherwise be permitted to spend on Players in the following Salary Cap Year.

### 11 BREACHES OF THE REGULATIONS

- 11.1 Any potential breach of the Regulations shall be considered to be Off Field Misconduct, and therefore shall be dealt with in accordance with Section D1 of the Operational Rules. The Compliance Manager shall have all powers of investigation and decision making as described in Section D1 and any matter referred to the Off Field Operational Rules Tribunal (and thereafter, and if relevant, the Off Field Operational Rules Appeals Tribunal) shall also be administered in accordance with Section D1.
- 11.2 All parties and Persons Subject to the Operational Rules must cooperate fully with any investigation conducted pursuant to these Regulations and Section D1.
- 11.3 In addition to the sanctions set out in Section D1 of the Operational Rules, where an Off Field Operational Rules Tribunal determines that a Salary Cap Offence has been committed, it shall be entitled to impose any one or more of the following sanctions that it deems appropriate, having regard to all of the circumstances of the case:
  - 11.3.1 a caution, reprimand and/or warning as to future conduct;
  - 11.3.2 a fine;
  - 11.3.3 in the case of a Club, the deduction of Competition points (a Competition points deduction shall only be imposed (i) where the value of any Salary Cap Offence is more than 5% of the maximum amount that the applicable Club is entitled to spend pursuant to Salary Cap Regulation 3.1; or (ii) at the discretion of the Off Field Operational Rules Tribunal taking into account any exceptional aggravating factors such as (without limitation) those set out in Salary Cap Regulations 11.5.3 and 11.5.4);
  - 11.3.4 in the case of a Club, the imposition of a restriction on the Club's ability to register any new Players;
  - 11.3.5 in the case of a Club, the making of a recommendation to the RFL's Board to withdraw the Club's right to participate in the Championship competition or any other competition or event authorised, convened or organised by the RFL; and/or
  - 11.3.6 in the case of Players or other Persons subject to the Operational Rules, suspension from involvement in the Game.
- 11.4 For the avoidance of doubt, the Off Field Operational Rules Tribunal will have no jurisdiction to adjust, reverse or amend any of a Club's individual Match results in the Super League or other competitions authorised, convened or organised by the RFL.
- 11.5 Having determined that a Salary Cap Offence has been committed, prior to determining the applicable sanction(s), the Off Field Operational Rules Tribunal will identify all relevant factors that it deems to aggravate the nature of the Salary Cap Offence. Aggravating factors may include the following:

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- 11.5.1 an absence or lack of remorse and/or contrition;
  - 11.5.2 whether the party has been found guilty of any Salary Cap Offence(s) in previous Salary Cap Years or under predecessor regulations;
  - 11.5.3 the relative degree of fault, including in particular whether there had been any deliberate misrepresentation and/or intention to cheat;
  - 11.5.4 whether the Salary Cap Offence substantially damaged or had the potential to substantially damage the competitive balance of the Championship competition or any other Competition;
  - 11.5.5 whether the welfare and interests of a Player has been endangered;
  - 11.5.6 whether the Salary Cap Lead had provided the party with a warning as to future conduct; and/or
  - 11.5.7 any other aggravating factor(s) that the Off Field Operational Rules Tribunal considers relevant and appropriate.
- 11.6 Having determined that a Salary Cap Offence has been committed and taking into account any aggravating factors in accordance with Clause 11.5, the Off Field Operational Rules Tribunal will then identify all relevant factors that it deems to mitigate the nature of the Salary Cap Offence. Mitigating factors may include the following:
- 11.6.1 the presence and timing of an admission of guilt;
  - 11.6.2 no prior Salary Cap Offences;
  - 11.6.3 full cooperation with the Compliance Team;
  - 11.6.4 minimal impact of the Salary Cap Offence upon the competitive balance of Competition;
  - 11.6.5 the relative degree of fault (e.g. where the Salary Cap Offence was unavoidable, accidental or inadvertent); and/or
  - 11.6.6 any other mitigating factor(s) that the Off Field Operational Rules Tribunal considers relevant and appropriate.
- 11.7 In exercising its discretion as to what sanction(s) to apply, the Off Field Operational Rules Tribunal will consider and apply (where appropriate) the RFL's approved "Sentencing Guidelines" (as may be published and amended by the RFL from time to time).
- 11.8 For the avoidance of doubt, a Club's Salary Cap position can be reopened in the event that the Salary Cap Lead and/or Compliance Manager is presented with new information from whistleblowers or other sources which alters the status of previous conclusions. The Operational Rules Tribunal shall have discretion on which Season any penalty should be imposed in.

## **12 DATA PROTECTION**

Any Person who submits information (including personal data) pursuant to the Regulations shall be deemed to have agreed, both pursuant to the Data Protection Laws and otherwise, that such information may be collected, processed and disclosed in accordance with, and for the purposes of the implementation of, Regulations.

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### **13 REVIEW OF SALARY CAP LEAD'S DECISION**

- 13.1 Where the Salary Cap Lead is charged with making a decision under the Regulations, he/she shall make such decision acting rationally (i.e. the decision must be within the range of decisions that a reasonable person with knowledge of the Regulations could make) and having due regard to all relevant factors, including any materials submitted to him by the Club.
- 13.2 If a Club disagrees with any decision made by the Salary Cap Lead under the Regulations, its sole remedy is to apply to the Chairman of the Operational Rules Tribunal (or his designated nominee) who shall sit as a sole arbitrator to review the Salary Cap Lead's decision, exercising supervisory jurisdiction. Each Club waives any other right of appeal or challenge (including to a court or judicial authority) that might otherwise exist in respect of such decision.
- 13.3 An application pursuant to Clause 13.2 (together with a copy of the decision in question and all materials relied upon in support of the application) must be received by the Chairman of the Operational Rules Tribunal (or his designated nominee) and a copy must be received by the Salary Cap Lead, no later than five working days after receipt of the decision. If no such application is received by such deadline, the Salary Cap Lead's decision shall be deemed final and binding and not subject to further review, appeal or challenge of any kind (including to any court or judicial authority).
- 13.4 Any evidence that the Salary Cap Lead wishes to submit in relation to such application for review must be received by the Chairman of the Operational Rules Tribunal (or his appointed nominee), and a copy must be received by the applicant Club, no later than five working days after receipt of the application.
- 13.5 The Chairman of the Operational Rules Tribunal (or his appointed nominee) may take such expert advice in relation to the Club's application as he deems appropriate (including from the RFL's Director of Finance and/or Performance Director) and may require the Club and/or the Salary Cap Lead to produce such further information or evidence as he deems appropriate. He must notify the Club and the Salary Cap Lead of his decision on the Club's application as soon as reasonably practicable. Pending his decision, the Salary Cap Lead's decision under review shall remain binding on all relevant Parties.
- 13.6 The decision of the Chairman of the Operational Rules Tribunal (or his appointed nominee) on the application will be the full, final and complete disposition of the matter and will be binding on all relevant parties and Persons Subject to the Operational Rules.

# **CHAMPIONSHIP AND LEAGUE 1 SALARY CAP AND FINANCIAL SUSTAINABILITY REGULATIONS**

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## **CHAMPIONSHIP SALARY CAP REGULATIONS**

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### 1 PURPOSE OF THE REGULATIONS

- 1.1 The sustainability principle embedded in the Regulations aligns to the RFL corporate goal of Financial Sustainability which is also one of the fundamental goals of the Game. The purpose of the Regulations is to protect and promote the long-term health and viability of the Game, particularly:
- 1.1.1 To encourage financial discipline, self-sustainability and responsible spending and therefore protect the long-term viability of clubs.
  - 1.1.2 To protect and nurture a broad competitive playing structure by preventing Clubs trading beyond their means and entering into damaging and unsustainable financial arrangements.
  - 1.1.3 To protect all other Clubs and competition integrity by ensuring that Clubs do not suffer insolvency events during a playing season.
  - 1.1.4 To protect the reputation of the Sport to existing and potential broadcasters and other commercial partners and suppliers.
  - 1.1.5 To protect the long-term viability and sustainability of the Sport.
  - 1.1.6 To protect the welfare and interest of all players.
  - 1.1.7 To maintain a finite salary cap which is aligned to the Super League competition.
- 1.2 The Regulations seek to adopt a risk based and proportionate approach.
- 1.3 The Regulations shall apply to all Persons subject to the Operational Rules, including (without limitation) all Clubs, Club Officials, Players, Licensed Agents and any other Party participating in any capacity in any events or other activities organised, convened or authorised by the RFL, whether or not such Party is a citizen of or resident in the United Kingdom. Such Parties shall be deemed to have agreed:
- 1.3.1 to be bound by and to abide strictly by the Regulations;
  - 1.3.2 to submit to the authority of the RFL and any member of the Compliance Team to adopt, apply, monitor and enforce the Regulations;
  - 1.3.3 to provide all requested assistance to the RFL and/or any member of the Compliance Team in the application, monitoring and enforcement of the Regulations, including (without limitation) by cooperating fully with any investigation or proceedings conducted pursuant to the Regulations;
  - 1.3.4 to submit to the jurisdiction of any Off Field Operational Rules Tribunal convened to hear and determine charges brought pursuant to the Regulations; and
  - 1.3.5 further to Clause 13 of these Regulations, not to bring (and to waive any right to bring) any proceedings or claim in any court or other forum that is inconsistent with the foregoing submission to the jurisdiction of the Operational Rules Tribunals.
- 1.4 The RFL may amend the Regulations as appropriate from time to time. Any such amendments shall be approved and shall come into effect immediately. All parties to whom the Regulations apply (including, without limitation, the Clubs) shall be deemed to be bound by the amended Regulations from that point.

## CHAMPIONSHIP AND LEAGUE 1 SALARY CAP AND FINANCIAL SUSTAINABILITY REGULATIONS

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- 1.5 The Regulations set out the principles and requirements of the RFL's salary cap system and Financial Sustainability Regulations. Compliance with the Regulations should not in any way be taken to mean that a party has complied with its legal obligations to, or in respect of, other parties (for example, in respect of a Club's employment law and/or taxation obligations). In addition, compliance with the Regulations does not necessarily mean that a party has complied with the other provisions of the RFL's Operational Rules or the RFL's Standard Player Agreement.

### 2 INTERPRETATION, DEFINITIONS AND PRINCIPLES

- 2.1 The Regulations are to be interpreted and applied by reference to, and in a manner that advances, their overriding purpose and specific objectives, as detailed in Clause 1, including but not limited to when an issue arises that is not expressly provided for in the Regulations. Such interpretation and application shall take precedence over any strict legal or technical interpretations of the Regulations that may otherwise be proposed.

- 2.2 Capitalised terms used in these Regulations shall have the meaning given to them in Section One of the Operational Rules or (where not defined there) as follows:

**"Agreed Operating Budget"** means, in relation to a Club, its Operating Budget that has been agreed by the Salary Cap Lead in accordance with Clause 10;

**"Sustainability Cap"** has the meaning specified in Clause 10 of these Regulations;

**"Club Trained"** shall mean a Player who has, for any 3 full Seasons before the end of the Season in which he ceases to be eligible by age to play at Under 21 level, been on the Club's Register. Any dispute as to the status of a Player shall be referred to the Board in accordance with the Operational Rules in Section B1. Any time spent on the Register of another Club on Loan shall be counted towards the 3 full Seasons, unless otherwise determined by the RFL;

**"Operating Budget"** means a budget for a Club in such format as the RFL may specify from time to time showing the operating revenues and costs for the Club.

**"Operating Loss"** means any excess of relevant expenditure over relevant income (budgeted or actual) as calculated in accordance with the RFL's template Operating Budget or Salary Cap Return;

**"Salary Cap Lead"** means the RFL's nominated salary cap lead or nominated replacement;

**"Salary Cap Qualifying Costs"** has the meaning given in Clause 4;

**"Salary Cap Return"** means the financial return incorporating the information required by the Salary Cap Lead in the form specified by the RFL from time to time which must be provided covering the periods of the Salary Cap Year.

**"Salary Cap Year"** means each 12-month period from 1 December in one calendar year to 30 November in the following calendar year (inclusive).

**"Sustainability Cap"** means the amount that a Club can budget to spend on items that would count towards the Salary Cap Values of its Players to ensure that its Agreed Operating Budget shows a profit or breakeven position.

- 2.3 As financial reporting evolves over the years and different circumstances or transactions occur, it is clearly impossible to legislate for every possible eventuality. Consequently, the spirit of the rules and their objectives should take precedence over any technical interpretations.

## **CHAMPIONSHIP AND LEAGUE 1 SALARY CAP AND FINANCIAL SUSTAINABILITY REGULATIONS**

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- 2.4 In all matters of interpretation or judgement, the RFL will adopt policies that are consistent with the aforementioned definition of the purpose of the Salary Cap.
- 2.5 Further, Clubs that would wish to establish certainty over any issue should contact the Salary Cap Lead who will provide a written judgement on the appropriate accounting treatment of any particular item, as regards the Salary Cap.
- 2.6 For the avoidance of doubt, the underlying principles in the completion of the Salary Cap Return are the normal conventions used in the preparation of accounts. In particular, costs and expenses should be accrued to match against the revenue receivable in any year.
- 2.7 In addition, retrospective adjustments will not be permitted. Therefore, all invoicing or Directors loan write-offs must be completed by November 30<sup>th</sup> in the year in question, for it to be included within the Salary Cap Return. Errors of omission, whether discovered by the Salary Cap Lead or disclosed by the Club during the course of the audit and the associated dialogue will be allowed until the RFL Finance Department has determined that the individual Club's process has been completed.
- 2.8 In matters of contention, the RFL will be guided by the treatment accepted by HMRC as to items that may be capital or revenue in nature. However, while this may assist the RFL in determining an issue, it would not bind the RFL, particularly where such a treatment may in fact be tax effective but, nevertheless, is in conflict with the primary purpose of these Salary Cap rules.

### **3 SALARY CAP LIMIT**

#### **3.1 Limit**

- 3.1.1 A Club must ensure that its Salary Cap Qualifying Costs in any Season do not exceed the finite cap (£2,100,000 in the 2022 Season).
- 3.1.2 In addition, any Financial Focus Club must ensure that its Salary Cap Qualifying Costs in the applicable Season(s) do not exceed its Sustainability Cap for the applicable Season(s).
- 3.1.3 For the avoidance of doubt a Club's compliance with Clause 3.1.1 and 3.1.2 shall normally be measured retrospectively based on a Club's Salary Cap Return or Monthly Payroll Returns (as defined in Clause 7 of the Regulations) or any other information that becomes available to the RFL.

### **4 SALARY CAP QUALIFYING COSTS**

Salary Cap Qualifying Costs shall include all the following:

#### **4.1 Player contract payments:**

- 4.1.1 All guaranteed payments as stated in the player's contract.
- 4.1.2 Any termination payments and payments in lieu of notice.
- 4.1.3 All signing on fees.

#### **4.2 Player match payments:**

- 4.2.1 Any remuneration based on appearances.
- 4.2.2 Any remuneration based on match results.
- 4.2.3 Any bonuses.

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### 4.3 **Player benefits**

- 4.3.1 All accommodation costs paid by the Club including rent, council tax bills, telephone bills, heating and any other relevant costs. Where a Club owns a house then the "rent" shall be deemed to be the market rent of a similar property in the same location.
- 4.3.2 All payments made to players' agents by the Club.
- 4.3.3 All payments for private medical cover of a player's family or other persons connected with the player (premiums for players are to be excluded).
- 4.3.4 Provision of cars for players, amount to be based on taxable benefit to the player, which will also include car fuel benefits where applicable.
- 4.3.5 Cost of all travelling expenses paid to, or on behalf of, the player. Such expenses will include all airfares and relocation costs of non-British players, irrespective of whether they may be subject to PAYE.

### 4.4 **Payments/(Receipts) for Players on Loan / Dual Registration**

- 4.4.1 Loanee Club or Club to which the Player is going on Dual Registration - Cost should include any payments for the use of the player's services to the loaning (or Parent) Club. Any match payments payable to the player should be included within "Player match payments" above;
- 4.4.2 Loaning Club or, in the case of Dual Registered Players, the Parent Club - The Club loaning the player / the Parent Club should record the player's usual contract within "Player contract payments" above and record any associated income from the loanee Club / the Club to which the Player goes on Dual Registration as a negative cost within "Payments/(receipts) for players on loan".

### 4.5 **Employee Benefit Trust Charges**

- 4.5.1 For the avoidance of doubt, all payments into the trust relating to the Salary Cap Year in question or liabilities/obligations/expectations to the trust for that year should be recorded in the year as Salary Cap Qualifying Costs. In the absence of information regarding obligations to the trust, the Salary Cap Lead reserves the right to estimate such an obligation and enter a notional amount in the Club's Salary Cap Return.
- 4.5.2 For the avoidance of doubt, the same shall apply to image rights, if applicable.

### 4.6 **Payment or benefit accrual principle**

- 4.6.1 In determining Salary Cap Qualifying Costs, whether or not a payment is actually made or a benefit is actually provided by the Club to the Player in the relevant Salary Cap Year is irrelevant, instead, what is relevant is the date when the payment or benefit accrues to that Player.

### 4.7 **Dual Roles**

- 4.7.1 Where a player is also employed by a Club in a capacity other than as a player (or otherwise provides services to a Club) then the starting point is that the remuneration payable by the Club for the other duties shall also be included as Salary Cap Qualifying Costs. A Club may seek a dispensation from the Salary Cap Lead from such payments being included as Salary Cap Qualifying Costs if the Club can demonstrate to the comfortable satisfaction of the Salary Cap Lead that such payments are bona fide payments arising out of a bona fide contract of employment for work unrelated to a player's playing obligations to a Club, the burden of proof being on the Club.

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4.7.2 A Club shall disclose the details of such other employment to the Salary Cap Lead at the same time as submitting such player's contract (or, if the player agrees to the additional employment or role at a later date, promptly on the player agreeing to the same).

### 4.8 **Payments to relations/associates**

4.8.1 Any payment made to any relative or associate of a player or any other person, which, in the opinion of the Salary Cap Lead, relates to the player's services (past, present or future) to the Club.

### 4.9 **Payments to corporations in which the player has an interest**

4.9.1 Payments to corporations in which the player has a direct or indirect beneficial interest, payments to partnerships in which the player is a member and payments to trusts from which the player may have any kind of beneficial interest.

### 4.10 **Loans to players**

4.10.1 Advances or loans made to players, retirement benefits and termination payments made at the expiration of a contract.

4.10.2 In relation to 4.10.1, where a Club makes a loan to a Player in accordance with C1 of the Operational Rules it shall be deemed to be a benefit and the Club shall treat the loan as follows:

- (i) An amount equal to the Bank of England base rate plus 2% of the loan balance shall be added to the Player's Salary Cap Qualifying Costs (calculated at the time the loan is made) and included in the Salary Cap Return.
- (ii) The Club shall recalculate the value of the deemed benefit at the start of each new Salary Cap Year (to reflect any changes in the Bank of England Base Rate or any repayment of the capital sum) until it is repaid in full.
- (iii) The provision of (i) and (ii) shall not apply where a loan is made and repaid in full within the same Salary Cap Year. Evidence shall be provided to the Salary Cap Lead of an agreed payment plan at the time the loan is made.
- (iv) If the recipient Player leave the Club or is dismissed the outstanding balance of the loan at that time shall be added to the Salary Cap Qualifying Costs of the Club in full. The Salary Cap Lead shall have the discretion not to apply this treatment if the Contract is terminated due to injury or illness or if, during the Playing Season, it is terminated by the Player due to a breach of the Contract by the Club.

For the avoidance of doubt, any other loan to a Player which is not made in accordance with the provisions of 4.10.2 and those set out in C1 is prohibited.

### 4.11 **Payments to players from sources external to the Club**

4.11.1 Any payments to players made: (i) by, or on behalf of, any person, business or entity associated or affiliated with the Club whether linked by common management, ownership, control, directorships, company officers, shareholding, undertaking or otherwise; (ii) by, or on behalf of, any foundation or other charitable body associated with the Club; (iii) by, or on behalf of any sponsor or other commercial partner of the Club shall be a Salary Cap Qualifying Cost, save where the Club can demonstrate to the comfortable

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satisfaction of the Salary Cap Lead that such payments are bona fide payments arising out of a bona fide contract of employment for work unrelated to a player's playing obligations to a Club, the burden of proof being on the Club.

A Club shall disclose the details of any agreements or arrangements (written or verbal) between its Players and any of the above parties promptly upon becoming aware of the same. The Salary Cap Lead shall then determine whether they should be considered a Salary Cap Qualifying Cost.

### 4.12 Any other payments

- 4.12.1 Any other forms of expenditure incurred by a Club, which the Salary Cap Lead, in his absolute discretion, may deem to constitute Salary Cap Qualifying Costs, having regard to the spirit of the Salary Cap resolutions passed by the RFL.

## 5 NON – SALARY CAP COSTS

- 5.1 The value of any player bonuses paid out of any prize money paid by the RFL to the Club shall be excluded from Salary Cap Qualifying Costs, provided such payments have been made to players and provided that any sums in excess of these figures shall count as Salary Cap Qualifying Costs.

- 5.2 The following shall also not count towards Salary Cap Qualifying Costs:

- 5.2.1 The value of any of the Club's season tickets and/or match day passes (or their equivalent) given to a Player and/or his immediate family members – provided that the Salary Cap Lead may disregard this exception where, acting reasonably, he determines the value and/or number of the tickets or passes to exceed what is reasonable in the circumstances of the Player in question.

- 5.2.2 The Gross value of any bonus payments that may Accrue to a Player during the Salary Cap Year if he wins the annual RFL Championship Player of the Year award or equivalent.

- 5.2.3 Any bonus payments that may Accrue to the Player during the Salary Cap Year if he is selected to represent his country in an official international test match in that Salary Cap Year, subject to the following maximum limits:

- (a) national age group team (e.g. England Under 18): £500;
- (b) England Knights (or equivalent): £2,000; and
- (c) national (any IRL Tier 1 – 3 nation) senior team: £5,000.

provided that the value of all international representation bonus provisions over and above the specified limits will be considered Salary Cap Qualifying Costs:

- 5.2.4 Costs paid directly by the Club to an educational/vocational training establishment in respect of the Player's development, provided that such costs are approved in writing by the Salary Cap Lead (with such approval usually sought prior to commencement of the course in question).

- 5.3 Employer's National Insurance on player salaries is to be excluded from the Salary Cap calculation.

## 6 ALLOWANCES

For the avoidance of doubt, a Club must have the permission of the Salary Cap Lead prior to entering into a Contract with a Player who will be a New or Returning Talent Pool Player, or a Marquee Player.

### 6.1 New and Returning Talent Pool Players Allowance

The intention behind this allowance is to remove any disincentive Clubs might feel in considering signing untried players from Rugby League development areas and/or other sports or players who have not played Rugby League in the preceding 5 years.

The Salary Cap Lead will administer the allowance in pursuit of this intention in the event of any cases where there is a doubt as to whether the individual in question should qualify for an allowance.

6.1.1 A "New Talent Pool Player" is a Player who:

- (i) has attained age 19 on 31<sup>st</sup> August prior to the start of the season (e.g. 31<sup>st</sup> August 2021 for the 2022 season); and
- (ii) has not played Rugby League at any age group or level, subject to the Salary Cap Lead's ability to use his reasonable discretion to override this restriction so that, non-exhaustively, it would ordinarily apply only to those who have not:
  - (a) played Rugby League for any participant club or team in a national 1<sup>st</sup> tier senior grade competition (including for example, the European Super League, UK Championships, any of the Australian NRL competitions, French Elite Championship, New Zealand's national competitions);
  - (b) played for a team in a national Rugby League development competition (including non-exhaustively, the RFL's Academy competitions and the NRL's National Youth Competition), and/or
  - (c) participated in and/or played RFL Scholarship age group Rugby League (or any equivalent Rugby League programmes based in other countries not covered in (ii) (a) or (b) above)

6.1.2 A "Returning Talent Pool Player" is a Player who:

- (i) has attained age 19 on 31<sup>st</sup> August prior to the start of the season; and
- (ii) has not played Rugby League at any age group or level (as defined in (a)(ii) above and again subject to the Salary Cap Lead's ability to use his reasonable discretion to override this restriction) in the 5 years prior to the proposed signing.

Where the New or Returning Talent Pool Player is registered on or after 1<sup>st</sup> February during a Salary Cap Year, that year will not count as the one full Salary Cap Year to which this allowance applies.

6.1.3 Subject to (6.1.4) below, where a Club registers a New Talent Pool Player or Returning Talent Pool Player, that Player's Salary Cap Qualifying Costs will be reduced in accordance with the following provisions:

- (i) New Talent Pool Players:
  - (A) in respect of the period up to the end of the New Talent Pool Player's first full Salary Cap Year with the Club, his Salary Cap Qualifying Cost will be reduced to £0 (and for the avoidance of doubt, where the New Talent Pool Player is registered on or after 1<sup>st</sup> February during a Salary Cap Year, that year will not count as the one full Salary Cap Year to which this allowance applies); and
  - (B) in respect of the period up to the end of the New Talent Pool

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Player's second full Salary Cap Year, his Salary Cap Qualifying Cost will be reduced by 50%.

- (ii) Returning Talent Pool Player
  - (A) in respect of the period up to the end of the Returning Talent Pool Player's first full Salary Cap Year with the Club, his Salary Cap Qualifying Cost will be reduced by 50% (and for the avoidance of doubt, where the Returning Talent Pool Player is registered on or after 1<sup>st</sup> February during a Salary Cap Year, that year will not count as the one full Salary Cap Year to which this allowance applies); and
  - (B) in respect of the period up to the end of the Returning Talent Pool Player's second full Salary Cap Year, his Salary Cap Qualifying Cost will be reduced by 25%.

6.1.4 The allowance set out above is subject to the following conditions:

- (i) Clubs are limited to 2 New Talent Pool Players or Returning Talent Pool Players (to whom the allowance is applied) at any time;
- (ii) where a Club has more than 2 New Talent Pool Players or Returning Talent Pool Players registered, it may notify the Salary Cap Lead as to which 2 of the applicable Players the allowance will apply; and
- (iii) for the avoidance of doubt, where a New Talent Pool Player or Returning Talent Pool Player moves to another Club the allowance is available to his new Club but shall not extend beyond the period it would have endured had he remained at his original Club.

### 6.2 **Marquee Player Allowance**

The intention of the following dispensation is to enabling Clubs to retain and/or recruit elite playing talent whilst maintaining the financial sustainability of Clubs.

- 6.2.1 Subject to the other provisions of this Clause, each Club shall be entitled to a dispensation for up to 3 Marquee Players at any time.
- 6.2.2 A Marquee Player is a Player whose Salary Cap Qualifying Cost would be (but for the provisions of this Clause 6.2) £175,000 or more.
- 6.2.3 A Club Trained Marquee Player shall be given a notional Salary Cap Qualifying Cost of £50,000. Club Trained shall have the meaning specified in 2.2 of these regulations.
- 6.2.4 A Marquee Player, who is a Federation Trained Player (as defined within these Operational Rules) shall be given a notional Salary Cap Qualifying Cost of £100,000.
- 6.2.5 A Marquee Player who is not a Club or Federation Trained Player shall be given a notional Salary Cap Qualifying Cost of £150,000.
- 6.2.6 The identity of any Marquee Player shall not be kept confidential.
- 6.2.7 Any Marquee Player and his Club agree that the Player will be made available to undertake commercial, media and other reasonable appearance requests from RL Commercial provided that the Club and Player are given at least 7 days' notice of the requirements of the Player. Should a Player not comply with this request then he and his Club will be referred to Compliance for potential Misconduct and his Marquee Player status will be revoked from the date of refusal meaning the value for Salary Cap Qualifying Cost will be the full value of the remainder of the Player's contract.

**7 MONITORING PROCESS**

- 7.1 If requested by the RFL, a Club is required to complete and submit a monthly return ("**Monthly Payroll Return**"). The Monthly Payroll Return shall be a detailed payroll summary report, directly from the Club's payroll system. The Monthly Payroll Return shall be emailed to the RFL within 5 working days of the end of each month. The Salary Cap Return should be emailed by the due date.
- 7.2 In addition, all Clubs are required to submit a formal Salary Cap Return covering the first six months of the Salary Cap Year by June 30<sup>th</sup> of the year under review to the Salary Cap Lead and a Salary Cap Return covering the complete twelve months of the Salary Cap Year by December 31st of the year under review.
- 7.3 All the Club's Directors must sign the Salary Cap Return confirming its completeness and certifying that no other payments have been omitted from the Salary Cap Return to players from other sources including related companies, companies within the same group, companies with mutual directorships or sponsors.
- 7.4 The accuracy of any Monthly Payroll Return and the Salary Cap Return is the responsibility of the Club.
- 7.5 Although the RFL may, from time to time, issue reminders as to the timetables, the non-issuing of such a reminder is not an acceptable explanation for the non-submission of the Monthly Payroll Return or Salary Cap Return.

**8 AUDITING**

- 8.1 The Salary Cap Lead will undertake Salary Cap audits in each year.
- 8.2 Any Club selected for audit must cooperate fully with the Compliance Team in respect of the audit, including (without limitation) by making requested documents (including the Club's accounts and accompanying documents) and other information available for inspection and/or arranging for specified Club Officials and/or Players to be available for interview, as required by the Compliance Team.
- 8.3 The Compliance Manager (and any of his investigators he instructs to do so) may, following a review of the Salary Cap Lead's report, request further information from the Club before reaching any conclusions.

**9 PENALTIES FOR LATE OR NON-SUBMISSION OF THE MONTHLY PAYROLL RETURN OR SALARY CAP RETURN, BUDGET AND/OR RELATED INFORMATION**

- 9.1 In addition to any other penalties that might be imposed pursuant to Section D1 of the Operational Rules, failure to comply with the requirement to submit Monthly Payroll Returns and/or Salary Cap Returns may result in the withholding of RFL central funds until such time as the item(s) requested are reviewed.

**10 SUSTAINABILITY CAP**

- 10.1 If a Club is subject to Special Measures and the RFL (at its discretion) determines that a Sustainability Cap should be set then, in accordance with Clause 3 the Club shall ensure that its Salary Cap Qualifying Costs for the relevant period do not exceed its Sustainability Cap.
- 10.2 Subject to any dispensations granted pursuant to Clause 10.5 below, a Club's Sustainability Cap is the amount that it can budget to spend on items that would count towards the Salary Cap Qualifying Costs of its Players to ensure that its Agreed Operating Budget shows a profit or breakeven position.
- 10.3 Any Club which has had or is having a Sustainability Cap set being a "Financial Focus Club".

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### 10.4 **Setting Sustainability Cap**

Where the RFL has determined that a Sustainability Cap should be set:

- 10.4.1 the Club must submit to the RFL Finance Department its Operating Budget for such period as determined by the RFL within such time as reasonably specified by the RFL.
- 10.4.2 The Club must use the Operating Budget template specified by the RFL from time to time and this should be completed in line with the definitions in these Regulations and the notes within the template. Any advice or requests for clarification must be referred to the RFL Finance Department.
- 10.4.3 The Club shall use all reasonable endeavours to ensure that its Operating Budget is accurate taking into account all information known by the Club or which should have reasonably been known by the Club at the time it was produced.
- 10.4.4 The RFL Finance Department will scrutinise the submitted Operating Budget and liaise with the Club to seek to agree an Agreed Operating Budget and the Sustainability Cap. In the case of any dispute during the agreement of the Agreed Operating Budget, the correct treatment and/or inclusion of any item shall be determined by the RFL.
- 10.4.5 The Club must provide any further information or evidence requested by the RFL Finance Department to enable them to agree the Agreed Operating Budget and the Sustainability Cap within such timeframe as reasonably specified by the RFL Finance Department.

### 10.5 **Dispensation**

- 10.5.1 A Financial Focus Club may seek in writing a dispensation from the RFL to spend in excess of its Sustainability Cap. Such a dispensation will not be granted unless an amount equivalent to the amount by which the Club wishes to exceed its Sustainability Cap (plus an equal to the applicable NI and Employers' PAYE) (the "Shortfall") is, in that Salary Cap Year, but before the dispensation is granted either: (i) paid by way of a cash bond to the RFL, or; (ii) paid into the Club prior to the commitment to the expenditure of the Shortfall being incurred, to the level of the entire Shortfall (and evidence to the reasonable satisfaction of the same provided to the RFL).
- 10.5.2 A Club seeking a dispensation pursuant to Clause 10.5.1 (i) or (ii) above shall provide such evidence as reasonably requested by the RFL Finance Department to evidence that such cash contributions have been made and in the case of a dispensation pursuant to Clause 10.5.1 (ii) the cash contribution is to be invested in the Club by way of a loan provided that any such loan meets the following conditions:
  - Is documented in a signed written agreement;
  - Is not repayable on demand during that Salary Cap Year;
  - Requires a minimum of 3 months' notice to be given of any demand for repayment;
  - Any such notice does not take effect until after the end of the Playing Season in which it is made.

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### 10.6 Review of Agreed Operating Budget

- 10.6.1 A Financial Focus Club, may, at any time, submit a revised Operating Budget (based on actuals achieved to date) and ask that the RFL Finance Department to review the Agreed Operating Budget and the Sustainability Cap to either adjust the Sustainability Cap or to remove the Club from Special Measures / Financial Focus.
- 10.6.2 A Financial Focus Club, must promptly notify the RFL Finance Department of any event that would have a material impact (which shall include any event or series of events that have or will reduce income by more than 5% or increase expenditure by more than 5%) on its Agreed Operating Budget and provide a revised Operating Budget.
- 10.6.3 At any time during a Season, the RFL Finance Department may request that the Club provide details of actual costs and revenues as against those budgeted in the Agreed Operating Budget. Any Club shall comply promptly with any such request.

### 11 BREACHES OF THE REGULATIONS

- 11.1 Any potential breach of the Regulations shall be considered to be Off Field Misconduct, and therefore shall be dealt with in accordance with Section D1 of the Operational Rules. The Compliance Manager shall have all powers of investigation and decision making as described in Section D1 and any matter referred to the Off Field Operational Rules Tribunal (and thereafter, and if relevant, the Off Field Operational Rules Appeals Tribunal) shall also be administered in accordance with Section D1.
- 11.2 All parties and Persons Subject to the Operational Rules must cooperate fully with any investigation conducted pursuant to these Regulations and Section D1.
- 11.3 In addition to the sanctions set out in Section D1 of the Operational Rules, where an Off Field Operational Rules Tribunal determines that a Salary Cap Offence has been committed, it shall be entitled to impose any one or more of the following sanctions that it deems appropriate, having regard to all of the circumstances of the case:
  - 11.3.1 a caution, reprimand and/or warning as to future conduct;
  - 11.3.2 a fine;
  - 11.3.3 in the case of a Club, the deduction of Competition points (a Competition points deduction shall only be imposed (i) where the value of any Salary Cap Offence is more than 5% of the maximum amount that the applicable Club is entitled to spend pursuant to Salary Cap Regulation 3.1; or (ii) at the discretion of the Off Field Operational Rules Tribunal taking into account any exceptional aggravating factors such as (without limitation) those set out in Salary Cap Regulations 11.5.3 and 11.5.4);
  - 11.3.4 in the case of a Club, the imposition of a restriction on the Club's ability to register any new Players;
  - 11.3.5 in the case of a Club, the making of a recommendation to the RFL's Board to withdraw the Club's right to participate in the Championship competition or any other competition or event authorised, convened or organised by the RFL; and/or
  - 11.3.6 in the case of Players or other Persons subject to the Operational Rules, suspension from involvement in the Game.

## CHAMPIONSHIP AND LEAGUE 1 SALARY CAP AND FINANCIAL SUSTAINABILITY REGULATIONS

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- 11.4 For the avoidance of doubt, the Off Field Operational Rules Tribunal will have no jurisdiction to adjust, reverse or amend any of a Club's individual Match results in Championship or other competitions authorised, convened or organised by the RFL.
- 11.5 Having determined that a Salary Cap Offence has been committed, prior to determining the applicable sanction(s), the Off Field Operational Rules Tribunal will identify all relevant factors that it deems to aggravate the nature of the Salary Cap Offence. Aggravating factors may include the following:
- 11.5.1 an absence or lack of remorse and/or contrition;
  - 11.5.2 whether the party has been found guilty of any Salary Cap Offence(s) in previous Salary Cap Years or under predecessor regulations;
  - 11.5.3 the relative degree of fault, including in particular whether there had been any deliberate misrepresentation and/or intention to cheat;
  - 11.5.4 whether the Salary Cap Offence substantially damaged or had the potential to substantially damage the competitive balance of the Championship competition or any other Competition;
  - 11.5.5 whether the welfare and interests of a Player has been endangered;
  - 11.5.6 whether the Salary Cap Lead had provided the party with a warning as to future conduct; and/or
  - 11.5.7 any other aggravating factor(s) that the Off Field Operational Rules Tribunal considers relevant and appropriate.
- 11.6 Having determined that a Salary Cap Offence has been committed and taking into account any aggravating factors in accordance with Clause 11.5, the Off Field Operational Rules Tribunal will then identify all relevant factors that it deems to mitigate the nature of the Salary Cap Offence. Mitigating factors may include the following:
- 11.6.1 the presence and timing of an admission of guilt;
  - 11.6.2 no prior Salary Cap Offences;
  - 11.6.3 full cooperation with the Compliance Team;
  - 11.6.4 minimal impact of the Salary Cap Offence upon the competitive balance of Competition;
  - 11.6.5 the relative degree of fault (e.g. where the Salary Cap Offence was unavoidable, accidental or inadvertent); and/or
  - 11.6.6 any other mitigating factor(s) that the Off Field Operational Rules Tribunal considers relevant and appropriate.
- 11.7 In exercising its discretion as to what sanction(s) to apply, the Off Field Operational Rules Tribunal will consider and apply (where appropriate) the RFL's approved "Sentencing Guidelines" (as may be published and amended by the RFL from time to time).
- 11.8 For the avoidance of doubt, a Club's Salary Cap position can be reopened in the event that the Salary Cap Lead and/or Compliance Manager is presented with new information from whistleblowers or other sources which alters the status of previous conclusions. The Operational Rules Tribunal shall have discretion on which Season any penalty should be imposed in.

## **CHAMPIONSHIP AND LEAGUE 1 SALARY CAP AND FINANCIAL SUSTAINABILITY REGULATIONS**

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### **12 DATA PROTECTION**

Any Person who submits information (including personal data) pursuant to the Regulations shall be deemed to have agreed, both pursuant to the Data Protection Laws and otherwise, that such information may be collected, processed and disclosed in accordance with, and for the purposes of the implementation of, Regulations.

### **13 REVIEW OF SALARY CAP LEAD'S DECISION**

- 13.1 Where the Salary Cap Lead is charged with making a decision under the Regulations, he/she shall make such decision acting rationally (i.e. the decision must be within the range of decisions that a reasonable person with knowledge of the Regulations could make) and having due regard to all relevant factors, including any materials submitted to him by the Club.
- 13.2 If a Club disagrees with any decision made by the Salary Cap Lead under the Regulations, its sole remedy is to apply to the Chairman of the Operational Rules Tribunal (or his designated nominee) who shall sit as a sole arbitrator to review the Salary Cap Lead's decision, exercising supervisory jurisdiction. Each Club waives any other right of appeal or challenge (including to a court or judicial authority) that might otherwise exist in respect of such decision.
- 13.3 An application pursuant to Clause 13.2 (together with a copy of the decision in question and all materials relied upon in support of the application) must be received by the Chairman of the Operational Rules Tribunal (or his designated nominee) and a copy must be received by the Salary Cap Lead, no later than five working days after receipt of the decision. If no such application is received by such deadline, the Salary Cap Lead's decision shall be deemed final and binding and not subject to further review, appeal or challenge of any kind (including to any court or judicial authority).
- 13.4 Any evidence that the Salary Cap Lead wishes to submit in relation to such application for review must be received by the Chairman of the Operational Rules Tribunal (or his appointed nominee), and a copy must be received by the applicant Club, no later than five working days after receipt of the application.
- 13.5 The Chairman of the Operational Rules Tribunal (or his appointed nominee) may take such expert advice in relation to the Club's application as he deems appropriate (including from the RFL's Director of Finance and/or Performance Director) and may require the Club and/or the Salary Cap Lead to produce such further information or evidence as he deems appropriate. He must notify the Club and the Salary Cap Lead of his decision on the Club's application as soon as reasonably practicable. Pending his decision, the Salary Cap Lead's decision under review shall remain binding on all relevant Parties.
- 13.6 The decision of the Chairman of the Operational Rules Tribunal (or his appointed nominee) on the application will be the full, final and complete disposition of the matter and will be binding on all relevant parties and Persons Subject to the Operational Rules.

**APPENDICES**

**MISCONDUCT**

**MISCONDUCT**



## **RFL ON FIELD COMPLIANCE PROCEDURES AND SENTENCING GUIDELINES**

### **1. INTRODUCTION AND UNDERLYING PRINCIPLES**

#### **1.1. Introduction and Transitional Arrangements**

These procedures and guidelines set out the process that will be followed and sanctions that should be imposed in relation to any On Field Misconduct. The On Field Sentencing Guidelines are intended to aid consistency and decision making when applying sanctions for breaches of the Laws of the Game and/or RFL Operational Rules and should be read in addition to the RFL Operational Rules.

In the event of a conflict between these guidelines and the RFL Operational Rules, the Operational Rules take precedence. The RFL also issues Off Field Sentencing Guidelines which set out guidelines for Off Field Misconduct. The Compliance Manager shall have the discretion to determine if a case is an Off Field case or an On Field case and which Sentencing Guidelines should apply.

Player is used throughout these On Field Sentencing Guidelines however for the avoidance of doubt, non-playing personnel can be charged under the On Field Sentencing Guidelines at the discretion of the Compliance Manager.

#### **1.2. Underlying Principles**

- Rugby League is a hard, fast, contact sport played at professional level by athletic players.
- In a sport with high-speed collisions there will always be injuries and players take part with this knowledge.
- The disciplinary system is not intended to sanitise the sport, however, there is no place in the game for players who jeopardise the safety of others by intentional, dangerous or malicious acts.
- The disciplinary system must support and protect Match Officials.

### **2. MATCH REVIEW PANEL**

#### **2.1. Introduction / Purpose**

The role of the Match Review Panel is to: (i) review Matches (in accordance with this Section 2. below); (ii) to grade any incidents which it considers to be On Field Misconduct Offences (in accordance with these Sentencing Guidelines); (iii) in the case of any incidents which it considers to be Grade A to D, determine whether there is any reason that it should not be dealt with by way of Penalty Notice (in accordance with Section 3 below); and (iv) instruct the Compliance Manager to send Charge Letters (in accordance with Section 2.8 below).

**2.2. Composition**

The Match Review Panel is comprised of up to 4 Match Reviewers who will be persons with appropriate expertise (such as former players, referees and coaches) as appointed from time to time by the RFL. An appropriate member of the Match Review Panel will be nominated to be the Match Review Panel chairperson.

The Compliance Manager will attend all Match Review Panel meetings and shall provide the administrative function of the Match Review Panel and shall represent the Match Review Panel at any Operational Rules Tribunal hearing.

**2.3. Process – general**

The RFL has the right to vary the processes set out below including, but not limited to, Matches which take place over a bank holiday weekend or in later Rounds of the Season. The RFL will notify Clubs of any such variations.

**2.4. Process – Regular Season**

In relation to each round of Super League Matches (or Challenge Cup Matches involving Super League teams and all Challenge Cup Matches from the Quarter Final onwards irrespective of whether they contain a Super League team), each Match is reviewed in full by a member of the Match Review Panel to identify incidents which should be considered by the Match Review Panel. These incidents are then ordinarily considered by the Match Review Panel on the Monday morning following that round of Matches and the Match Review Panel decide what action should be taken in relation to the relevant Player(s) irrespective of any on field action which may or may not have been taken.

In relation to each round of Championship Matches, League 1 Matches, Challenge Cup Matches Rounds 3 and 4 and Matches played in limited age and non-first grade competitions, the Match Review Panel ordinarily meet on the Thursday following the round of Matches in question and consider any incidents that have been reported by Match Officials or otherwise brought to the attention of the Match Review Panel, irrespective of any on field action which may or may not have been taken. For the avoidance of doubt Challenge Cup matches in Rounds 3 and 4 involving Championship and League 1 teams, the Match Review Panel ordinarily meet on the Thursday following the round of Matches in question and consider any incidents that have been reported by Match Officials or otherwise brought to the attention of the Match Review Panel, irrespective of any on field action which may or may not have been taken even if they were involved in a match against a Super League team.

**2.5. Process – Play-Offs/1895 Cup (and preceding Round)**

In relation to each Match in the last round of each of the Championship Regular Season, the League 1 Regular Season, and the Regular Season for limited age and other non-first grade competitions, and the Play-Off phase for each of those competitions, the Match Review Panel ordinarily meet on the Monday morning following that round and the Match Review Panel decide what action should be taken in relation to the relevant Player(s) irrespective of any on field action which may or may not have been taken.

In relation to the 1895 Cup Final, the Matches from the League round involving the relevant finalists prior to the relevant Final will be reviewed on

the Monday following the Matches played by the finalists to consider any incidents that have been reported by the Match Officials or otherwise brought to the attention of the Match Review Panel, irrespective of any action which may or may not have been taken.

## 2.6. Citings

If a Club wishes to bring any incidents of alleged On Field Misconduct to the attention of the Match Review Panel, they must notify the Compliance Manager by:

- a) no later than 7am on the day the Match Review Panel will be considering the relevant Match;
- b) where the Match Review Panel are due to meet on a Thursday to consider incidents from the applicable Match, no later than 12pm on the Wednesday following the day on which the incident took place.

Citings should include:

- i. a brief description of the incident;
- ii. the players involved;
- iii. the precise time of the incident.

## 2.7. Options Available to the Match Review Panel

The decision on whether a player should be charged with On Field Misconduct is made by the Match Review Panel. The Compliance Manager shall not have a vote and in the event of a tied vote, the Chair shall have the casting vote.

In relation to each Player considered, the Match Review Panel has the following options:

- Charge the Player with On Field Misconduct (an “**Offence**”), in which case the Match Review Panel will also determine:
  - the Grading of the Offence in accordance with the Sentencing Guidelines; and
  - whether there is any reason that a Penalty Notice should not be issued in accordance with Section 3 below.

For the avoidance of doubt, where a Player has been dismissed from the field of play, the Match Review Panel may deem the Offence as ‘Sending Off Sufficient’

- Decide there is no case to answer (in which case the Match Review Panel may still send the Player a warning/advice letter); or
- Refer the matter to the Compliance Manager for further investigation.

All relevant decisions of the Match Review Panel will be minuted. Only where a Player has been charged will such minutes be published on the RFL website.

## **2.8. Notice of Charge**

If a Player is charged with an Offence, they will receive a Notice of Charge via their Club which will include:

- The Law(s) of the Game the Player is alleged to have breached;
- The detail of the alleged Offence;
- The Grade of the Offence;
- For Offences where the Match Review Panel has determined (in accordance with these Guidelines) that a Penalty Notice should be issued:
  - The disciplinary points and corresponding sanction (if any) in accordance with these guidelines;
  - Details of how the Penalty Notice can be challenged;
  - In the event of a challenged Penalty Notice, the date of the hearing, the evidence the Compliance Manager would be relying upon and a summary of the Player's rights at that hearing.
- For Offences graded E or where a Notice of Charge would lead to a player receiving 24 disciplinary points or more in the preceding 12 months (or where the Match Review Panel has determined that a Penalty Notice should not be issued):
  - The normal disciplinary points and sanction range for that Offence;
  - The date of the hearing, the evidence the Compliance Manager will be relying upon and a summary of the Player's rights at that hearing.

## **3. PENALTY NOTICES**

### **3.1. Purpose / Introduction**

A Penalty Notice means that, save in exceptional circumstances (see section 3.4 below), where a Player is charged with a Grade A to D Offence: (i) the disciplinary points allocated shall automatically be set in accordance with section 7.3; and (ii) the sanction will be determined by a Player's previous record in accordance with section 7.4 below.

### **3.2. Penalty Notice Sanction**

After the Match Review Panel have graded the offence in line with the Sentencing Guidelines, they will consider the previous disciplinary record of the Player in order to determine the Penalty Notice sanction.

For example, a Player who is charged with an Offence, the Penalty Notice will be determined by the number of points the Player already has on his disciplinary record from the previous 12 months on which

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## ON FIELD COMPLIANCE PROCEDURES & SENTENCING GUIDELINES

the Offence attracting the Penalty Notice was committed plus the number of points of the grading imposed for the Offence(s) as set out in 7.3 below. After 12 months that points are deemed to have expired and are no longer relevant, save for purposes of a player's disciplinary record

For example, Player A has five (5) points on his disciplinary record. The Offence for what he is charged with is a Grade C which carries five (5) disciplinary points. This means that Player A has 10 disciplinary points and would be issued with a Penalty Notice of a 1 Match suspension and a fine commensurate to the competition in which the offence occurred or where the offence occurs in a Cup competition, a fine commensurate to the League competition that Player A's Club competes in.

### **3.3. Multiple Offences**

In the event that a Player is charged with multiple Offences from the same Match, the Penalty Notice for the first Offence will be issued in line with section 3.2 of these guidelines. Any subsequent Penalty Notices for further Offences in the same Match will consider the first Offence as a relevant matter for the purposes of the Player's disciplinary record and the sanctions contained within the Penalty Notice will be calculated accordingly.

The Player may challenge the Penalty Notices in relation to each Offence. In the event that the Player challenges the Penalty Notice in the first Offence and is found not guilty, then the Penalty Notice for the second Offence will be amended if necessary (subject to the previous disciplinary record of the Player and section 3.2 of these guidelines).

In the event that a Player is found guilty of multiple Offences, any suspensions should ordinarily be served consecutively.

In the event that a Player is charged with multiple identical Offences from the same Match, the Match Review Panel may at its discretion determine that it is not appropriate to issue multiple Penalty Notice sanctions for the same repeated offences in the same Match and may instead refer the charges to the Operational Rules Tribunal in accordance with 3.4 below.

### **3.4. Match Review Panel elect to refer matter to Operational Rules Tribunal**

The Match Review Panel may at its discretion, (including but not limited to any injury being caused to an opponent as a result of the Offence with which the Player is charged, if the Player has been found guilty of similar offences which were dealt with under the Off Field Misconduct procedures or if the Player has been charged with multiple identical Offences from the same Match) determine that it is not appropriate to issue a Penalty Notice for a Grade A to D Offence and instead refer the charge to the Operational Rules Tribunal. In such circumstances, the Operational Rules Tribunal shall proceed in accordance with the procedures set out in section 6 of these Guidelines and may take consideration of the Grade which the Match Review Panel have attributed to the Offence but shall not be bound to hand down a sanction within the normal parameters for such an Offence. For example, for a Grade C Offence a sanction of a suspension exceeding three matches may be issued by the Operational Rules Tribunal.

**3.5. Challenge**

Subject to the other provisions of this clause, a Player who has been issued with a Penalty Notice may challenge the Penalty Notice and/or the Grading by informing the RFL Professional Game Delivery Team of their intention to do so by the deadline specified in the Charge Letter. Any such appeal shall be heard in accordance with Section 5 below.

In the event that such intention is not lodged with the RFL by the specified deadline, the Penalty Notice will be deemed to have been accepted and the sanctions specified will be imposed.

**3.6 Sanction**

A Player who does not challenge the Penalty Notice will forfeit the right to any hearing.

**4. OPERATIONAL RULES TRIBUNAL**

**4.1. Composition and Process**

Cases where a Player is either not eligible for or challenges a Penalty Notice will be heard by the On Field Operational Rules Tribunal.

Appointments for hearings at the Operational Rules Tribunal will be made from the Operational Rules Panel.

At the Operational Rules Tribunal an independent chairperson and two independent side members will consider all the evidence put before them, subject to these Guidelines and the Operational Rules.

The Operational Rules Tribunal will normally meet each Tuesday via video conference but may at its discretion meet in person at an alternative time and place, should the RFL deem appropriate. The Operational Rules Tribunal will normally consider all matters that have been referred to it in the preceding week. Hearings which would otherwise fall on a Tuesday following a Bank Holiday Monday may instead be held on the next day (ie Wednesday). The Professional Game Delivery Team shall have the sole right in its absolute discretion to bring forward or put back a hearing to a day or time of its choosing.

The RFL will take a recording of the hearing which will only be retained for as long as is necessary.

There is a limit to the number of cases that the Operational Rules Tribunal can hear in one session. If there is more than this number of cases, some cases may instead be heard on the following evening, at the RFL's discretion.

**4.2. Burden and Standard of Proof**

The Compliance Manager shall have the burden of establishing that On Field Misconduct has occurred. The standard of proof shall be whether the Compliance Manager has established that On Field Misconduct has occurred to the reasonable satisfaction of the Operational Rules Tribunal, with due regard given to the seriousness of the allegation which is being made. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt.

**4.3. Submission of Evidence**

Players are entitled to submit evidence including witness statements, written evidence, and further footage (in a format in which they wish to present), including photographs, of the incident for which they have been charged. Such evidence must be submitted to the Professional Game Delivery Team by 2pm on the day of the hearing. Recordings, including video footage and photographs, of other incidents shall not be permitted.

**4.4. Alternative Charges**

For the avoidance of doubt, the Operational Rules Tribunal can amend the Offence a Player has been charged with, both in terms of grading and description.

**4.5. Referral to Compliance Manager**

If the Operational Rules Tribunal does not consider that it can reach a decision on the evidence before it, it may refer the incident to the Compliance Manager for further investigation.

**5. CHALLENGES TO PENALTY NOTICES**

**5.1. Challenging a Penalty Notice – Submitting a Challenge**

A Player may challenge the imposition of a Penalty Notice by informing the Professional Game Delivery Team by the time and date specified in the Charge Letter, in which case the matter shall be determined by the Operational Rules Tribunal. A refundable deposit, of (i) £10,00 in the case of Super League Players; (ii) £250 in the case of all other professional male Players; and (iii) £100 in the case of Scholarship Players, must be lodged when submitting a challenge to a Penalty Notice. In the event that the challenge is successful, the deposit shall be returned. In the event that the challenge is unsuccessful, either as regards grading or guilt, the Operational Rules Tribunal shall impose the fine as set out at Section 7.4 below.

Players can challenge a Penalty Notice on the following grounds only:

- a) Guilt; or
- b) Improper Grading of the Offence by the Match Review Panel.

The Player must confirm in writing at the time of notifying the RFL that they wish to challenge the Penalty Notice and what the grounds for the challenge are. For the avoidance of doubt, the Player can only submit a challenge based on one of the above grounds.

**5.2. Order of Proceedings**

The chairperson will determine the order of proceedings, however usually:

- The chairperson will read the charge;
- The Player or their representative will explain the grounds for challenging the Penalty Notice;

- The footage of the incident will be played;
- The Compliance Manager will present the case for the Match Review Panel;
- The Player or their representative will present the Player's case;
- The Compliance Manager will be given the opportunity to respond to the Player's submissions;
- The Player or their representative will be given the opportunity to respond to the Compliance Manager's response;
- The Compliance Manager and the Player and any representatives will retire while the Operational Rules Tribunal deliberate;
- If the Player denies the Offence the Operational Rules Tribunal will consider whether an Offence was committed; If the Player challenged the Grade of the Offence the Operational Rules Tribunal will consider the appropriate Grade for the Offence;
- The Compliance Manager and the Player and any representatives will reconvene in front of the Operational Rules Tribunal at which point the chairperson will advise all parties of the Operational Rules Tribunal's decision;
- In the event of a not guilty finding the hearing will conclude;
- In the event of a guilty finding the chairperson will outline the likely sanction with reference to the Penalty Notice and these Guidelines, in particular section 5.3. The Player's previous disciplinary record will also be read out; The Player or their representative will be given the opportunity to address the Operational Rules Tribunal regarding sanction and whether or not the challenge was unreasonable and/or frivolous;
- The Compliance Manager will be given the opportunity to respond to the Player's submissions;
- The Player or their representative will be given the opportunity to respond to the Compliance Manager's response and will be given the final word;
- The Compliance Manager and the Player and any representatives will retire while the Operational Rules Tribunal deliberate;
- The Compliance Manager and the Player and any representatives will reconvene in front of the Operational Rules Tribunal at which point the chairperson will advise all parties of the Operational Rules Tribunal's decision and any rights of appeal;
- The hearing concludes.

### **5.3. Consequences of Challenges**

If the Player is unsuccessful on their grounds of challenge the Operational Rules Tribunal shall impose the sanction outlined in the Penalty Notice, and shall impose five (5) additional disciplinary points which will result in the imposition of an additional one (1) match suspension to the sanction imposed. As an example, a Penalty Notice which is graded at a Grade A and specifies a one (1) disciplinary point; this would be increased to six (6) disciplinary points, meaning a 1 Match suspension would be imposed further to the tariffs set out at 7.4 below.

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## ON FIELD COMPLIANCE PROCEDURES & SENTENCING GUIDELINES

The Operational Rules Tribunal shall have discretion to consider the concept of totality when deciding to issue additional Matches in the event of multiple unsuccessful Penalty Notice challenges.

In the event that a Player is successful in challenging the Grading of an Offence, the Player will receive the disciplinary points and the sanction they would have received had the confirmed Grading been issued in the Penalty Notice.

### **5.4. Adjudications**

The Operational Rules Tribunal's adjudications will:

- Be published in full;
- Give clear and full reasons for the decision;
- Summarise the cases of the Compliance Manager and Player respectively;

Confirm the sanction (if any) handed down including detailing the imposition of the one match suspension increment in the event that a Player has unsuccessfully challenged a Penalty Notice and the number of disciplinary points on the Player's record.

### **5.5. Right of Appeal**

Both the Compliance Manager and the Player have a right of appeal subject to section D2 of the Operational Rules.

Appeals must be lodged within 7 days of the hearing or, if the case needs to be heard the following day, by 11am on the day after the hearing.

The only grounds for appeal are that the Operational Rules Tribunal:

- came to a decision to which no reasonable body could have come; or
- made an error of law in reaching its decision; or
- failed to act fairly in a procedural sense; or
- the sanction imposed was so excessive or lenient (in the case of the Compliance Manager) as to be unreasonable.

Appeal hearings will be conducted by way of review and will not be 'de novo' hearings.

When submitting an appeal, a Player must submit a deposit of (i) £1000 in the case of Super League Players; (ii) £250 in the case of all other professional Players and (iii) £100 in the case of Scholarship Players and must specify the grounds for the appeal. In the event that the appeal is successful, the deposit shall be returned.

### **5.6. Appeal Hearing – Order of Proceedings**

The chairperson will determine the order of proceedings, however usually:

- The chairperson will read the charge;

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## ON FIELD COMPLIANCE PROCEDURES & SENTENCING GUIDELINES

- The Appellant or their representative will confirm the grounds for appeal and will make relevant submissions
- The Respondent will be given the opportunity to respond to the Appellant's submissions;
- The Appellant or their representative will be given the opportunity to respond to the Respondent's response and will be given the final word;
- The Appellant and Respondent and any representatives will retire while the Operational Rules Tribunal deliberate;
- The chairperson will inform the parties if the appeal has been successful or unsuccessful and will, if necessary, confirm the sanction which has been imposed.
- The hearing concludes.

### 6. CASES REFERRED DIRECTLY TO OPERATIONAL RULES TRIBUNAL

The provisions in this Section 6 apply to cases where the Match Review Panel has graded the incident as Grade E or where a Player has accumulated 24 points or more in the preceding 12 months.

#### 6.1. Order of Proceedings

The chairperson will determine the order of proceedings, however usually:

- The chairperson will read the charge;
- The Player or their representative will:
  - admit the Offence (and the Grading of the Offence);
  - admit the Offence and challenge the Grading of the Offence;
  - deny the Offence.
- The footage of the incident will be played;
- The Compliance Manager will present the case for the Match Review Panel;
- The Player or their representative will present the Player's case;
- The Compliance Manager will be given the opportunity to respond to the Player's submissions;
- The Player or their representative will be given the opportunity to respond to the Compliance Manager's response and will be given the final word;
- The Compliance Manager and the Player and any representatives will retire while the Operational Rules Tribunal deliberate;
- If the Player denies the Offence the Operational Rules Tribunal will consider whether an Offence was committed;
- If the Player challenges the Grade of the Offence the Operational Rules Tribunal will consider the appropriate Grade for the Offence;
- The Compliance Manager and the Player and any representatives will reconvene in front of the Operational Rules Tribunal at which point the chairperson will advise all parties of the Operational Rules Tribunal's decision;

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## ON FIELD COMPLIANCE PROCEDURES & SENTENCING GUIDELINES

- In the event of a not guilty finding the hearing will conclude;
- In the event of a guilty finding the Operational Rules Operational Rules Tribunal will ask for the Player's previous disciplinary record to be read out.
- The Player or their representative will be given the opportunity to address the Operational Rules Operational Rules Tribunal regarding sanction;
- The Compliance Manager will be given the opportunity to respond to the Player's submissions;
- The Player or their representative will be given the opportunity to respond to the Compliance Manager's response and will be given the final word;
- The Compliance Manager and the Player and any representatives will retire while the Operational Rules Tribunal deliberate and determine the appropriate sanction with reference to these guidelines and any aggravating or mitigating factors which may be relevant;
- The Compliance Manager and the Player and any representatives will reconvene in front of the Operational Rules Tribunal at which point the Chairperson will advise all parties of the Operational Rules Tribunal's decision and any rights of appeal;
- The hearing concludes.

### **6.2. Normal Suspension Ranges – Guidelines Only**

Players and Clubs should be aware that the normal suspension ranges are guidelines only and the Operational Rules Tribunal has the discretion to step outside of the normal ranges in the following three circumstances:

- If the Compliance Manager seeks a higher sanction in the light of specified aggravating factors, and the Operational Rules Tribunal agree that such factors mean a higher sanction should be imposed;
- If the Operational Rules Tribunal has previously advised the Player that it will apply a higher sanction next time that Player is found to have committed a misconduct Offence; or
- If the Operational Rules Tribunal feels that in the light of the aggravating and mitigating factors present it is appropriate to step outside of the normal suspension range (irrespective of whether this has been requested by the Compliance Manager) subject to section 5.3 of these guidelines and the imposition of any automatic one match suspension increment as a result of a Player challenging the imposition of a Penalty Notice.

### **6.3. Aggravating and Mitigating Factors**

In determining the appropriate sanction, the Operational Rules Tribunal will take into account all relevant aggravating and mitigating factors (see below for a non-exhaustive list). For the avoidance of doubt the Operational Rules Tribunal shall apply appropriate weighting to any aggravating and mitigating factors when considering the relevant sanction, however it shall not be the case that each aggravating or mitigating factor invoked equates to a one match enhancement or reduction.

**6.3.1. Aggravating Factors**

**Previous record**  
**Violence**  
**Retaliation**  
**Injury caused**  
**Incident not part of play**  
**Other aggravating factors**

**6.3.1.1. Previous Disciplinary Record**

- Player has record of the same or a similar Offence in the past - should result in a higher penalty than would otherwise be the case.
- Player has a disciplinary record for dissimilar Offences – not necessarily taken into account unless the Player's record is such that it shows a general disregard for the safety and welfare of other Players.
- Players who regularly commit acts of foul play – should receive ever increasing suspensions which may lead to a period suspension ie a Player with a serious record may receive a substantially longer suspension than a Player with no record for an Offence of the same nature.

**6.3.1.2. Violence**

- No place for acts of intentional violence or thuggery.
- Includes head butting, vicious attacks with fists, intentional high tackles, attacks on a prone opponent, an assault on an opponent from behind, gouging.
- Unprovoked violent assaults punished severely and period suspensions considered.

**6.3.1.3. Retaliation**

- When retaliation is calculated and/or intentional it is an aggravating factor.

**6.3.1.4. Injury caused**

- If the Misconduct has caused injury to an opponent, this may result in a higher penalty than if no injury had occurred.
- For the avoidance of doubt, if an incident has caused a Player to receive a concussive injury, the Operational Rules Tribunal should consider it as an aggravating factor.
- The Operational Rules Tribunal may consider the length of time an injured opponent is likely to be out of the game when passing sentence.

**6.3.1.5. Incident not part of play**

- Where an incident is not part of play i.e. off the ball or in back play then this may be an aggravating factor.

**6.3.1.6. Other aggravating factors**

- The Match Review Panel shall be entitled to take into account other aggravating factors as they reasonably think appropriate in the circumstances of an individual case.

**6.3.2. Mitigating Factors**

**Previous good record**

**Provocation**

**Technique or fitness in some cases**

**Genuine remorse**

**Other mitigating factors**

NB: the fact that no injury was caused is not usually a mitigating factor.

Mitigating factors are not ordinarily sufficient to go below the minimum of the range of suspensions of the charge the Player is found guilty of, other than in truly exceptional circumstances.

**6.3.2.1. Previous Good Disciplinary Record**

- Where a Player has a good previous record this may be treated as a mitigating factor.
- The Player must have been playing the game at professional level for long enough to have established a good record e.g. at least three years.
- Where a Player has a previous record but has not committed a Similar Offence for a period of at least five years their previous record may be discounted.

**6.3.2.2. Provocation**

- An immediate reaction to foul play by an opponent may be a mitigating factor as it may be seen as self-defence.
- Due consideration must be given to the distinction between self-defence, provocation and retaliation.

**6.3.2.3. Technique or Fitness (*in some cases*)**

- Rarely a valid defence at first team level.
- A Player who does not have the appropriate technique or fitness levels may be a danger to other Players.
- At academy level, some consideration may be given to these factors when accompanied by

genuine remorse and intention to resolve the problem.

**6.3.2.4. Genuine Remorse**

- Genuine remorse for the Offence and formal apologies to the opponent may be mitigating pleas.

**6.3.2.5. Dismissal**

- The Operational Rules Tribunal, when sanctioning a Player, may consider whether that Player was dismissed from the field and the time of dismissal.

**6.3.2.6. Other Mitigating factors**

- The Match Review Panel shall be entitled to take into account other mitigating factors as they reasonably think appropriate in the circumstances of an individual case.
- Credit will not be given for a guilty plea at appeal stage if the charge was contested at first instance.

**6.4. Adjudications**

The Operational Rules Tribunal's adjudications will:

- Be published in full;
- Include all aggravating and/or mitigating factors taken into consideration;
- Give clear and full reasons for the decision;
- Summarise the cases of the Compliance Manager and Player respectively;
- Confirm the sanction (if any) handed down including all aggravating and/or mitigating factors taken into consideration;
- Explain any deviation from the On Field Sentencing Guidelines;
- Give clear and full reasons for the decision.

**6.5. Right of Appeal**

Both the Compliance Manager and the Player have a right of appeal subject to section D2 of the Operational Rules.

Appeals must be lodged within 7 days of the hearing or, if the case needs to be heard the following day, by 11am on the day after the hearing.

The only grounds for appeal are that the Operational Rules Tribunal:

- came to a decision to which no reasonable body could have come; or
- made an error of law in reaching its decision; or
- failed to act fairly in a procedural sense; or

- the sanction imposed was so excessive or lenient as to be unreasonable.

Appeal hearings will be conducted by way of review and will not be 'de novo' hearings.

When submitting an appeal, a Player must submit a refundable deposit of (i) £1500 in the case of Super League Players; (ii) £250 in the case of all other professional Players (iii) £100 in the case of all Scholarship Players and must specify the grounds for the appeal. In the event that the appeal is successful, the deposit shall be returned.

Appeals are to be conducted in accordance with the procedure specified in section 5.6.

## 7. LAWS OF THE GAME

### The Laws of the Game for On Field Misconduct offences are:

- 15.1(a) Trips, kicks or strikes another player
- 15.1(b) When tackling or attempting to tackle makes contact with the head or neck of an opponent
- 15.1(c) Drops knees first on an opponent on the ground
- 15.1(d) Uses a dangerous throw
- 15.1(e) Intentionally and continuously breaks the Laws of the Game
- 15.1(f) Uses offensive or obscene language
- 15.1(g) Disputes a decision of the Referee or Touch Judges
- 15.1(h) Re-enters the field of play without the permission of the referee or touch judge
- 15.1(i) Behaves in any way contrary to the true spirit of the game
- 15.1(j) Intentional obstruction of an opponent not in possession
- 15.1(k) Shoulder Charge

Breaches of the Operational Rules which take place on field are not included in these Sentencing Guidelines.

### 7.1. Grading and Description of Offences

All Offences are graded in five grades A – E where Grade A is the lowest level of Offence and Grade E the most serious. The usual range of grades for each Offence is specified below however both the Match Review Panel and On Field Operational Rules Tribunal may deem that an incident should be graded outside of the range specified.

The commonest Offences are listed in the sentencing guidelines with a description to assist all those concerned in referring to incidents in a standardised manner. It is accepted that there will be incidents not covered by the guideline descriptions and each sub section of the laws includes Other Offences which can be graded from A to E. Furthermore, it is accepted that some offences may be able to be categorised into more than one guideline description.

**7.2. Table of Offences**

Law No	Charge	Grade	Guideline Description	
15.1(a)	<b>Trips, kicks or strikes another player</b>			
	Trips	A-E	Intentional tripping	
	Kicks	E	Kicking opponent – makes contact with head of opponent	
		E	Kicking opponent – makes contact with opponent (but not the head of the opponent)	
		E-	Kicking opponent – sustained and/or violent	
		A-E	Intentionally stands on	
		E	Trampling	
		E	Stamping	
	Strikes	A-E	Strikes with hand, arm, elbow or shoulder – ball carrier	
		A-E	Strikes with hand, arm, elbow, or shoulder – tackling player	
		B-E	Strikes with hand, arm, elbow, or shoulder – off the ball	
	Strikes – knee	A-E	Raising knee in tackle	
	Strikes - head butting	E	Head butting – makes contact with head of opponent	
		E	Head butting – makes contact with opponent (but not Head of opponent)	
		E	Head butting - sustained and/or violent	
	Strikes – punching	B-D	Punching – self-defence - makes contact with head of opponent	
		A-C	Punching – self-defence - makes contact with opponent (but not the head of the opponent)	
		E	Punching– makes contact with the head of an opponent	
		E	Punching –makes contact with an opponent (but not the head of the opponent)	
		E	Punching – sustained and/ or violent	
		Other Striking offences	A-E	
	15.1(b)	<b>When tackling or attempting to tackle makes contact with the head or neck of an opponent</b>		
		Contact with head or neck	A-E	See Head Contact Sanctioning Framework
15.1(c)	<b>Drops knees first on an opponent on the ground</b>			
	Drops knees first	A-E		
15.1(d)	<b>Uses a dangerous throw</b>			
	Dangerous throw/lift	A-E	See Dangerous Throw Sanctioning Framework	
15.1(e)	<b>Intentionally and/or continuously breaks the Laws of the Game</b>			
		A-E		
15.1(f)	<b>Uses offensive or obscene language</b>			
		A-C	Foul and/or abusive language	

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		E	Verbal abuse based on race, colour, religion, gender, sexual orientation, disability, national or ethnic origin or any other form of Unacceptable Language and/or Behaviour
	Other offensive or obscene language	A-E	

<b>15.1(g)</b>	<b>Disputes a decision of the Referee or Touch Judges</b>		
		A-B	Disputes decision
		C-E	Disputes using any foul and abusive or aggressive language and/or body language
		D-E	Questioning the integrity of a Match Official
		A-E	Other disputes decision
<b>15.1(h)</b>	<b>Re-enters the field of play without the permission of the referee or touch judge</b>		
		B-C	
<b>15.1(i)</b>	<b>Behaves in any way contrary to the true spirit of the game (includes Dangerous Contact)</b>		
		A-C	Attempted strike
		E	Makes unnecessary contact with a Player who is or may be injured.
		E	Gouging
		E	Biting
		E	Spitting
		E	Testicles – attacking
		E	Raking with studs
		E	Threatening words or actions towards match officials
		A-E	Reckless physical contact with a match official (e.g. placing hand on arm to attract attention)
		E	Intentional contact with a match official (e.g. pushing / shoving)
		E	Violent and aggressive physical assault of match officials (e.g. punching)
		A-E	Other contrary behaviour
		A-E	Defending player, in or after effecting a tackle, uses any part of their body forcefully to bend or apply unnecessary pressure to the head and/or neck and/or spinal column of the tackled player so as to keep the tackled player at a disadvantage in or after the tackle.
		A-E	Defending player, in or after effecting a tackle, forcefully and unnecessarily grasps (or jerks, or pins or twists) the head or neck of the tackled player.
		A-E	A defending player, in effecting a tackle, makes dangerous contact (either direct or indirect), or uses a technique which is likely to make dangerous contact (either direct or indirect), with the supporting leg or legs of an attacking player who is being held in the tackle by a defender(s), and who is deemed to be in a vulnerable position, in a way that involves an unacceptable risk of injury to that player,
		A-E	Defender uses any part of their body forcefully to twist, bend or otherwise apply pressure to the limb or limbs of an opposing player in a way that involves an unacceptable risk of injury to that player.
		A-E	Defender attempting to charge down a kick from an attacking player makes contact with the leg or legs of an attacking player who has kicked the ball, in a way that involves an unacceptable risk of injury to that player.

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		A-E	A defending player makes contact with an opponent after the ball has been released by an opponent in a vulnerable position which causes flexion to the head, neck or spinal column on an attacking player, which poses an unacceptable risk of injury to that player.
		A-E	A defending player endangers the safety of an opponent by making contact to the lower limb(s) of the opponent in an uncontrolled manner in a situation where there is no genuine attempt to make a tackle, and which involves an unacceptable risk of injury to the opponent.
	Save where otherwise prescribed in the Laws of the Game attempted foul play will be dealt with under 15.1(i).		
<b>15.1(j)</b>	<b>Intentional obstruction of an opponent not in possession</b>		
		A-E	
<b>15.1(k)</b>	<b>Shoulder Charge</b>		
		A-E	Indirect or secondary contact with the head of an attacking player.
		B-E	Direct initial contact with the head of an attacking player.
		A-E	Other dangerous Shoulder Charge

#### 7.3. Points allocation for each Charge Grade

GRADE	POINT ALLOCATION
A	1
B	3
C	5
D	12
E	Refer to Tribunal

\* Where an opponent is removed from the field of play and unable to return because of an injury caused by the charged misconduct an additional 3 points will be allocated to that Player's disciplinary record.

\* Where a Player is charged with On Field Misconduct but was permanently dismissed in the first half as a result of the incident for which he has been charged, 2 points will be removed from the Player's disciplinary record. Where a Player is charged with On Field Misconduct but was permanently dismissed in the second half as a result of the incident for which he has been charged, 1 point will be removed from the Player's disciplinary record.

#### 7.4. Sanctions

POINTS	TARIFF
3	Fine
6	1 match suspension
9	1 match suspension and a fine
12	2 match suspension
15	2 match suspension and a fine
18	3 match suspension
21	3 match suspension a fine

Where a Player reaches 24 points or more over the 12 month period, they will automatically be referred to the Operational Rules Tribunal to determine

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the appropriate sanction which can range from match suspension(s) and/or disciplinary points being allocated to a Player's record and/or monetary fines.

Similarly, where a Player commits a Grade E offence and is automatically referred to the Tribunal, the Operational Rules Tribunal are to determine the appropriate sanction which can range from match suspension(s), disciplinary points being allocated to a Players' record and/or monetary fines.

<b>LEVEL</b>	<b>Fine – Match Review Panel</b>	<b>Fine – Operational Rules Tribunal</b>
Scholarship	£0	£0
Championship Reserve/Academy	£25	£25
Super League Reserve/Academy	£25	£50
League 1	£40	£75
Championship	£125	£250
Super League*	0.5% of Player's salary	1% of Player's salary

\*Super League fines capped at £1,000

In the event that Player is found guilty of multiple Offences, a fine should ordinarily be imposed for each Offence.

### **Education**

In addition to any other sanction imposed by the Operational Rules Tribunal, where a Player is found guilty of Rule 15.1 (f) and such breach includes Unacceptable Behaviour and/or Language then the Operational Rules Tribunal must impose mandatory education on the Player provided that such offence is the Players first in such circumstances. For the avoidance of doubt such sanction of education shall not be issued instead of a fine and suspension but in addition to such other sanctions.

## **8. DEFINITIONS**

### **8.1. Zero Tolerance**

- Defined in the Operational Rules as the RFL policy of not tolerating any "Unacceptable Language and/or Behaviour" of any type and imposing severe penalties with no exceptions.
- Policy to be applied to player found guilty of "Unacceptable Language and/or Behaviour" on the field of play.
- Severe penalties to be applied.

### **8.2. Definitions of Intentionally (Deliberately), Recklessness and Carelessness**

#### **8.2.1. Intentionally (Deliberately)**

A person acts intentionally with respect to a result (for example contact with the head or neck when tackling or attempting to tackle) when: (i) it is their purpose to cause it; or (ii) although it is not their purpose to cause that result, they are aware (or should be aware) that it would occur or almost certainly occur in the ordinary course

of events if they were to succeed in their purpose of causing some other result (for example stopping a player).

A person who intends to harm a person and harms another person instead shall be deemed to have intended to harm the other person.

An intention need not necessarily be planned before or during a match; an intention may be formed on the spur of the moment, just before (or even during) the contact or other event (for example during a tackle).

### **8.2.2. Recklessness**

- (a) something is caused recklessly if the person causing the result (for example contact with the head or neck when tackling or attempting to tackle) is, or ought to be, aware of an obvious risk that acting or failing to act in a particular manner will bring about that result but nonetheless acts or fails to act in that manner where a reasonable person would not do so;
- (b) a person acts recklessly with respect to a circumstance or as to a possible result of an act, if the person is, or ought to be, aware of an obvious risk that the circumstances exist, or that the result will follow, but nonetheless acts where a reasonable person would not do so.
- (c) a person acts recklessly if the person is, or ought to be, aware of an obvious risk of dangers or of possible harmful results (for example contact with the head or neck when tackling or attempting to tackle) in so acting but nonetheless acts where a reasonable person would not do so.

In showing that a person has acted recklessly the Compliance Manager need not show that the person intended or wished for a particular result to occur.

A person may become aware or ought to have been aware of an obvious risk just before (or even during) the contact or other event (for example during a tackle).

### **8.2.3. Carelessness**

A person acts carelessly if their conduct falls below the standard expected of the ordinary reasonable player. The test is objective, based on the hypothetical player, and involves the person either doing something the reasonable player would not do, or not doing something which the reasonable player would do. It does not matter that the person was unaware that the result of their act/omission might happen, if the reasonable player would have realised the risk and taken steps to avoid it.

In showing that a person has acted carelessly, the Compliance Manager need not show that the person intended or acted recklessly in relation to the result.

**RFL OFF FIELD COMPLIANCE PROCEDURES & SENTENCING GUIDELINES**

**1. UNDERLYING PRINCIPLES**

- 1.1** These guidelines are intended to aid consistency and decision making when applying sanctions for breaches of the RFL Operational Rules. In the event of a conflict between these guidelines and the RFL Operational Rules or the relevant Codes of Conduct, the Operational Rules or Codes of Conduct take precedence. The Compliance Manager shall have the discretion to determine if a case is an Off Field case or an On Field case and which Sentencing Guidelines should apply. On Field cases will be dealt with in accordance with the On Field Sentencing Guidelines.
- 1.2** The offences contained in these Sentencing Guidelines are to assist all those concerned in referring to incidents in a standardised manner together with the usual recommended sanction for such Off Field Misconduct (in each case an **"Offence"**). The tables list the recommended sanctions for first offences only and are not intended to be prescriptive. The Compliance Manager and Off Field Operational Rules Tribunal have the discretion to impose sanctions outside the range of suggested sanctions and this may occur in cases involving:
- Repeat offences;
  - Unacceptable Language and/or Behaviour;
  - Any relevant aggravating or mitigating factors.
- 1.3** The below tables are not intended to be exhaustive. It is accepted that there will be incidents not covered by the guideline descriptions. Any Offences not detailed in the below tables will be dealt with by the Compliance Manager and/or the Off Field Operational Rules Tribunal pursuant to section D1 of the Operational Rules. Breaches of the Anti-Doping Rules shall be dealt with under those Rules in conjunction with UK Anti-Doping and/or the National Anti-Doping Panel.

**2. Recommended Sanctions**

- 2.1** Recommended Sanctions may be deemed appropriate at the discretion of the Compliance Manager as set out in Section D1 of the Operational Rules. Recommended Sanctions may include a warning or a fine (including a suspended fine). The Compliance Manager cannot recommend sporting sanctions or suspensions as part of a Recommended Sanction. A Person Subject to the Operational Rules may reject the Recommended Sanction.
- 2.2** If a Person rejects a Recommended Sanction made in accordance with Section D1 of the Operational Rules, they must lodge a £500 fee with the RFL Professional Game Delivery Team. This fee is intended to cover the costs of the Off Field Operational Rules Tribunal. If the Off Field Operational Rules Tribunal find the Person not guilty or determine that the initial Recommended Sanction imposed was too severe, the Tribunal shall have the right to refund the fee, either in part or wholly. The Compliance Manager may seek, and the Off Field Operational Rules Tribunal may impose, a more severe penalty than that which was originally recommended.

**3. Agreed Decisions**

- 3.1** Agreed Decisions may be deemed appropriate in circumstances which justify the conclusion of an effective and equitable resolution without referring the matter to the Off Field Operational Rules Tribunal. The Compliance Manager will propose a sanction and the Person Subject to the Operational Rules shall be entitled to accept or reject the Proposed Sanction. If the Proposed Sanction is accepted the matter shall be referred to the Senior Operational Rules Tribunal Member to ratify. If the Proposed Sanction is rejected, the matter shall be referred to an Off Field Operational Rules Tribunal for resolution. Further details are set out in Section D1 of the Operational Rules

**4. Legal System**

- All sentencing should be carried out on the basic tenets of English Law.
- Everything available to the Operational Rules Tribunal and/or Compliance Manager should be taken into account.
- Each case must be judged on its merits.
- The Off Field Operational Rules Tribunal and/or Compliance Manager will apply judgement and discretion.
- In determining the appropriate sanction, the Off Field Operational Rules Tribunal and/or Compliance Manager will take into account all relevant aggravating and mitigating factors (see below for a non-exhaustive list). For the avoidance of doubt the Off Field Operational Rules Tribunal and/or Compliance Manager shall apply appropriate weighting to any aggravating and mitigating factors when considering the relevant sanction.

**5. Hearing of Off Field Operational Rules Tribunal**

**5.1 Composition and Process**

Cases will be heard by the Off Field Operational Rules Tribunal in accordance with Section D1 of the Operational Rules.

**5.2 Order of Proceedings**

The chairperson will determine the order of proceedings, however usually:

- The chairperson will read the charge to the Off Field Operational Rules Tribunal.
- The Person concerned or his representative will:
  - o admit the Offence; or
  - o deny the Offence.
- The Compliance Manager will present the case either in person or by way of written submissions
- The Person charged or their representative will present their case.
- The Compliance Manager will, when present, be given the opportunity to respond to those submissions.
- The Person charged or their representative will be given the opportunity to respond to the Compliance Manager's response and will be given the final word.

- 5.3** If the Offence is denied the Off Field Operational Rules Tribunal will consider whether an Offence was committed (the Person charged, and Compliance Manager will retire while this decision is made) and only if the Off Field Operational Rules Tribunal find that an Offence has been committed will it then go on to consider the appropriate sanction.

- 5.4 If the Offence is admitted, or if the Off Field Operational Rules Tribunal decides that an Offence was committed, then both the Compliance Manager and the Person charged will have the opportunity to make submissions to the Off Field Operational Rules Tribunal in relation to the appropriate sanction. The Off Field Operational Rules Tribunal will then determine the appropriate sanction in accordance with the Sentencing Guidelines (the Person charged and Compliance Manager will retire while this decision is made).

## 6. SANCTIONS

- 6.1 The Off Field Operational Rules Tribunal have the power to impose any combination of the below sanctions:

- A reprimand;
- A fine (including suspended fines);
- A suspension or expulsion from the Game;
- An order for compensation;
- An order that games be played behind “closed doors”;
- An order that a Member close its ground (or part of its ground);
- A restriction on registrations;
- A sporting sanction (points deduction or expelling a Club from a Cup Competition) (including suspended sporting sanction);
- Where applicable, the sanctions specified in the Salary Cap Regulations;
- Where applicable, the sanctions specified in the Safeguarding Vulnerable Groups Regulations.

### 6.2 Sporting Sanctions

Sporting sanctions (as set out at 6.1 above) should be considered where there has been an impact, or potential impact, on the integrity of the competition. Consideration should be given to the appropriate sanction including a punitive and restorative element. For the avoidance of doubt, Off Field Operational Rules Tribunals do not have the power to award points to any Club that may have been disadvantaged by another Club's breach. The Off Field Operational Rules Tribunal shall be entitled to determine the timing and structure of any deduction of competition points, with such deduction taking account of the league structure in place from time to time.

### 6.3 Unacceptable Language and/or Behaviour

The Off Field Operational Rules Tribunal must impose mandatory education where an individual is found guilty of any offence which includes Unacceptable Language and/or Behaviour for the first time. Such education should form part of the overall sanction but not used in place of a suspension and/or fine. The Operational Rules Tribunal must show Zero Tolerance in such cases.

**7. Aggravating/Mitigating factors**

**7.1** In determining the appropriate sanction the Compliance Manager and/or Tribunal will take into account all relevant aggravating and mitigating factors, including, but not limited to, the following (where relevant):

- Overall perception of impact of breach on the game;
- Impact, or possible or perceived impact, on the integrity of the competition;
- Number of breaches;
- Facts and circumstances surrounding the breaches;
- Personal circumstances;
- Previous disciplinary record (any previous similar breaches will be considered as an aggravating factor and the length of time since previous breaches will be considered);
- Experience of those involved;
- Assistance to the process and prompt acceptance of the charge;
- Consequences of breach;
- Provocation;
- Genuine remorse;
- Level of aggression or violence;
- Whether or not an injury was caused;
- Whether or not the incident involved Unacceptable Language and/or Behaviour.

**7.2** In addition to the above, the following factors may be considered in cases involving breaches of the Betting and Related Activity Code of Conduct.

- Overall perception of the impact of the bet(s) on fixture/game integrity;
- Had the Person Subject to the Operational Rules been educated about betting;
- Whether the Person Subject to the Operational Rules was involved in the game or not;
- Actual stake and amount possible to win;
- Use of any information not publicly available.

**8. Appeals against a decision of the Off Field Operational Rules Tribunal**

**8.1** An appeal against a decision of the Off Field Operational Rules Tribunal may be lodged on one or more of the following grounds. That the Off Field Operational Rules Tribunal;

- (a) came to a decision to which no reasonable body could have come; or
- (b) made an error of law in reaching its decision; or
- (c) failed to act fairly in a procedural sense; or
- (d) imposed a sanction that was so excessive or lenient as to be unreasonable.

- 8.2** If an appeal against a decision of the Off Field Operational Rules Tribunal is lodged pursuant to the relevant Operational Rules, the Appellant must lodge the relevant fee. For individuals this is £250, and for Clubs the required fee is £500. Such fee must be lodged with the RFL Professional Game Delivery Team at the time the appeal is submitted. This fee is intended to contribute to the costs of the Off Field Operational Rules Appeal Tribunal and may be forfeited if the appeal is dismissed. The Off Field Operational Rules Appeal Tribunal shall have the right to refund the fee, either in part or wholly, if the Appellant's appeal is successful.
- 8.3** Appeals will be conducted by way of review only and shall not be a de novo hearing (a re-hearing). The Off Field Operational Rules Appeal Tribunal have the right to affirm, reverse, amend or otherwise vary (including increasing and decreasing) the sanction originally imposed.
- 8.4** When lodging a notice of appeal, the Appellant must specify the ground/s for appeal and must include any additional evidence that they wish to be considered by the Off Field Operational Rules Appeals Tribunal, together with reasons as to why this evidence is relevant, credible and was unavailable in the first instance. Any such evidence must be submitted at least 7 days in advance of the hearing and new evidence will not usually be admitted unless it is clearly material and was not reasonably available to the party presenting it at the time of the initial hearing.
- 8.5** Credit will not be given for a guilty plea at appeal stage if the charge was contested at first instance.
- 8.6** Further details regarding appeals are set out in Section D1 of the Operational Rules.

**9. Costs**

The Compliance Manager and the Tribunal may impose a costs order.

## 10. CLUB OFFENCES

## 10.1 Section A

Rule	Detail	Fine				Sporting Sanction
		SL	Champ	L1	Non-First-Grade	
A1:7	Breach of data protection laws				N/A	
A1:8 (a)	Failure to compete in matches	Tribunal	Tribunal	Tribunal	N/A	Tribunal
A1:8 (b)	Play in a Rugby League Match or other sport that has not been signed off by the Board.	Tribunal	Tribunal	Tribunal	N/A	Tribunal
A1:13(a)	Failure to provide anti-doping education	£1,000	£500	£250	£250	N/A
A1:13 (c)	Provide suitable facilities for sample collection	£250	£100	£75	£75	N/A
A1:13 (d)	Provide up to date addresses for Players and Officials	£250	£100	£75	£75	N/A
A1:13 (e)	Provide up to date information about whereabouts of Players and Officials	£250 + cost of any missed test	£100 + cost of any missed test	£75 + cost of any missed test	£75 + cost of any missed test	N/A
A1:14	Multiple Anti-Doping Rule Violations	£2,000	£1,000	£500	N/A	N/A
A1:15 (a)	Failure to provide betting education	£1,000	£550	£250	£250	N/A
A1:16	Failure to attend Club Meetings	£500	£250	£250	£250	N/A
A2:2, A2:3 & A2:4	Failure to comply with Facility Standards	Tribunal	Tribunal	Tribunal	Tribunal	N/A
A2:27, 28, 29, 30 & 31	Failure to submit Ground Regulations, Safety Certificate and/or Regulated Stand Certificate	£100 per week	£50 per week	£25 per week	£25 per week	N/A
A2:32	Failure to have competent Ground Safety Officer	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
A2:33	Ground fails to meet statutory legislation	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
A2:34 (d)	Submission of maintenance logs	£500	£250	£100	£100	N/A
A3:2	Failure to submit HMRC certification	£1,000	£500	£250	N/A	N/A
A3:9	Non submission of Accounts	£3,000	£2,000	£1,000	N/A	Tribunal
A3:10	Non submission of legal group structure	£3,000	£2,000	£1,000	N/A	Tribunal
A3:18	Not paying Cup Pool or visiting club gate receipts on due date	£250	£250	£250	N/A	N/A
A3:18	Not paying Cup Pool within 7 days following warning	£500 + £50 per day	£500 + £50 per day	£500 + £50 per day	N/A	N/A
A3:18	Failure to comply with Challenge Cup ticketing requirements	£1,000 + 10% aggregate sales of tickets sold	£500 + 10% aggregate sales of tickets sold	£500 + 10% aggregate sales of tickets sold	N/A	N/A

OFF FIELD COMPLIANCE PROCEDURES & SENTENCING GUIDELINES

A3:18	Failure to comply with Challenge Cup ticketing requirements for accessible facilities	£500 + commission	£250 + commission	£150 + commission	N/A	N/A
A3:20	Failure to comply with League ticketing requirements	£1000 + commission	£500 + commission	£250 + commission	N/A	N/A
A3:20	Failure to comply with League ticketing requirements for accessible facilities	£500 + commission	£250 + commission	£150 + commission	N/A	N/A
A4:10	Non-compliance with broadcast contracts	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
A4:14	Non-compliance with central Commercial contracts	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
A4:16 (a)	Failure to include central advertising requirements and/or supporter behaviour messages in matchday programme	£500	£250	£150	N/A	N/A

**OFF FIELD COMPLIANCE PROCEDURES & SENTENCING GUIDELINES**

A4:16 (d)	Matchday programme contains material which is defamatory and/or brings the game into disrepute and/or otherwise infringes the Operational Rules	£1000	£500	£250	N/A	N/A
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**10.2 Section B**

Rule	Detail	Fine				Sporting Sanction
		<i>SL</i>	<i>Champ</i>	<i>L1</i>	<i>Non-First-Grade</i>	
B1:6 & B1:7	Club is responsible for managing its ground safely	Tribunal	Tribunal	Tribunal	Tribunal	N/A
B1:8	Club is responsible for the actions of its directors, players, officials, employees, representatives, spectators, and all persons purporting to be its supporters	Tribunal	Tribunal	Tribunal	Tribunal	N/A
B1:9	Club staff engaging in Unacceptable Language and/or Behaviour	Tribunal	Tribunal	Tribunal	Tribunal	N/A
B1:10	Club not playing Full Strength team	£5,000	£2,500	£1,000	N/A	Tribunal
B1:11	Making comments that infer that any Club did not make best efforts in a Match – own Club	£1,000	£500	£250	£150	N/A
B1:11	Making comments that infer that any Club did not make best efforts in a Match – other Club	£500	£250	£150	£50	N/A
B1:12 & B1:13 & B1:14	Failure to submit Provisional First Team Squad and/or In-Training Squad and/or First Team Squad	£250 per week	£100 per week	£75 per week	N/A	N/A
B1:15	Non completion of mandatory education	£100 per player per week	£50 per player per week	£25 per player per week	£25 per player per week	N/A
B1:21 & MDOM H9	Failure to submit 21-man squad	£500	£250	£150	N/A	N/A
B1:22	Play a Player in a Salary Cap Relevant Match who does not meet the minimum salary required	£3,000	N/A	N/A	N/A	N/A
B1:23	Refusal or Failure to fulfil a fixture	Tribunal (include in cases where the Away Club is in breach then the starting point will be Compensation being payable to the Home Club)	Tribunal (include in cases where the Away Club is in breach then the starting point will be Compensation being payable to the Home Club)	Tribunal (include in cases where the Away Club is in breach then the starting point will be Compensation being payable to the Home Club)	Tribunal	Tribunal (NB with the Board to determine any result of the relevant Match)

OFF FIELD COMPLIANCE PROCEDURES & SENTENCING GUIDELINES

B1:31 & B1:32	Failure to submit kit designs	£2,000	£1,000	£500	N/A	N/A
B1:38	Allocation of First Team Squad Numbers	£2,000	£1,000	N/A	N/A	N/A
B1:39	Failure to adhere to kit directives	£1,000	£500	£250	N/A	N/A
B1:40	Brawl	£2,000	£1,000	£500	£500	N/A
B1:41	Harassment and/or intimidation of a Match Official	£2,000	£1,000	£500	£500	N/A
B2:8 (c)	Non fulfilment of League fixtures in accordance with the Fixture List.	Tribunal	Tribunal	Tribunal	N/A	Tribunal
B3:3	Refusal to play in Cup	Tribunal	Tribunal	Tribunal	N/A	Tribunal
B3:11	Playing ineligible player in Cup	Tribunal	Tribunal	Tribunal	N/A	Disqualification unless no fault or negligence
B3:26	Failure to fulfil Cup tie	Tribunal	Tribunal	Tribunal	N/A	Tribunal (NB Cup tie is forfeited)
B5:10 & B5:11	Failure to submit squads	N/A	N/A	N/A	£100	N/A
B5:13	Playing in matches outside of agreed schedule without permission	N/A	N/A	N/A	£250	N/A
B5:15	Failure to fulfil Academy fixture	N/A	N/A	N/A	£1,000 (£2,000 thereafter) + expenses of other Club + any expenses avoided through the failure to fulfil - Tribunal	Tribunal (NB with the Board to determine any result of the relevant Match)
B5:19	Failure to fulfil a fixture due to a kit clash	N/A	N/A	N/A	£250 + expenses of the opposing Club	N/A
B5:21 & B5:22 & B5:23	Academy match postponed for unsatisfactory reasons	N/A	N/A	N/A	£1,000 (£2,000 thereafter) + expenses of other Club + any expenses avoided through the failure to fulfil - Tribunal	Tribunal (NB with the Board to determine any result of the relevant Match) More than two occurrences may result in expulsion

OFF FIELD COMPLIANCE PROCEDURES & SENTENCING GUIDELINES

10.3 Section C

Rule	Detail	Fine				Sporting Sanction
		<i>SL</i>	<i>Champ</i>	<i>L1</i>	<i>Non-First Grade</i>	
C1:1:7	Payments outside of contract	Tribunal	Tribunal	Tribunal	N/A	Tribunal
C1:1:10	Approach to contracted player	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
C1:1:16	Completed registration form to be submitted to the RFL within 5 days of signature	£500	£250	£150	£100	N/A
C1:1:17	Unregistered player plays or trains	Tribunal	Tribunal	Tribunal	Tribunal for Academy. Reserve & Scholarship – £250 for first offence, £500 thereafter	Tribunal
C1:2:3	Exceed number of players on register	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
C1:2:8	Breach of IRL Regulations					
C1:3:2	Illegal approaches to/by players	Tribunal	Tribunal	Tribunal	Tribunal	N/A
C1:5:7	Failing to declare loans to Players	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
C1:7:2	Clubs not complying with Registration Procedures and Timetables					
C1:7:4 & C1:7:5	Approaching a Scholarship player before permitted date	N/A	N/A	N/A	£1000	Tribunal
C2:7	Provision of information to third parties	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
C2:8	Receive illegal payments	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
C2:9	Breach of Anti-Doping regulations	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
C2:10	Behaviour of senior Club personnel	£3,000	£2,000	£1,000	£1,000	N/A
C2:11	Unacceptable Language and/or Behaviour	Tribunal	Tribunal	Tribunal	Tribunal	N/A
C2:12	Public criticism of Match Officials	£3,000	£2,000	£1,000	£1,000	N/A
C2:13	Public criticism of Match Review Panel and/or Operational Rules Tribunal	£3,000	£2,000	£1,000	£1,000	N/A
C3:1:5	Failure to inform RFL of an Influential Person or has an Influential Person who is not entitled to be an Influential Person	£2,000	£1,000	£500	N/A	N/A

**OFF FIELD COMPLIANCE PROCEDURES & SENTENCING GUIDELINES**

C3:1:6	Negligently, recklessly or with intent provides to the RFL a Declaration or other information that proves to be false shall be guilty of Misconduct	Tribunal	Tribunal	Tribunal	Tribunal	N/A
C3:1:7	Failure to submit a completed Declaration for an Influential Person within 14 days	£500	£250	£150	£100	N/A
C3:2:2 & C3:2:3	Proper registration and qualification of medical staff	£500	£250	£150	£100	N/A
C3:2:4	Non registered member of staff appears on an RFL Teamsheet	£2,000	£1,000	£500	£500	N/A
C3:2:7	Non-qualified staff	£3,000	£2,000	£1,000	£1,000	N/A
C3:2:8	Failure to DBS check all relevant persons	£3,000	£2,000	£1,000	£1,000	N/A

**10.4 Codes Of Conduct And Other Binding Regulations**

Rule	Detail	Fine				Sporting Sanction
		<i>SL</i>	<i>Champ</i>	<i>L1</i>	<i>Non-First-Grade</i>	
Salary Cap Regulations	Failure to submit Salary Cap return	£500 per week	£250 per week	£100 per week	N/A	N/A
Salary Cap Regulations	Failure to submit budgets and/or Aggregate Liability statement	£500 per week	£250 per week	£100 per week	N/A	N/A
Salary Cap Regulations	Salary Cap breach	Tribunal	Tribunal	Tribunal	N/A	Tribunal
Welfare Policy	Failure to appoint suitable Player Welfare Manager	£500 per week	£250 per week	£150 per week	N/A	N/A
Welfare Policy	Failure to appoint suitable Club Chaplain	£250 per week	£100 per week	£50 per week	N/A	N/A
Welfare Policy	Failure of Player Welfare Manager to attend compulsory workshops	£500	£250	£150	N/A	N/A
Welfare Policy	Failure to update Player Welfare software on a quarterly basis	£500	£250	£150	N/A	N/A
Welfare Policy	Failure to hold, or report on, bi-annual Player Welfare Group meeting	£500 per week	tbc	tbc	N/A	N/A

OFF FIELD COMPLIANCE PROCEDURES & SENTENCING GUIDELINES

Welfare Policy	Failure to attend Player Welfare Manager meeting	£500	£250	£150	N/A	N/A
Welfare Policy	Failure to hold mandatory workshop within prescribed time	£500	£250	£150	£100	N/A
Medical Standards A1	Failure to register medical staff	£500 per week	£250 per week	£150 per week	£100 per week	N/A
Medical Standards A1	Medical Staff approached in an unacceptable and/or aggressive manner or integrity questioned	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
Medical Standards A4	Late arrival of Doctor (if kick-off delayed additional fine)	£500	£250	£150	£100	N/A
Medical Standards A5	Non-arrival of Doctor (plus fine in the event of postponement of Match)	£1000	£500	£250	£250	N/A
Medical Standards A4	Failure of Medical staff to treat Match Officials	£500	£250	£150	£100	N/A
Medical Standards A5	Misuse of medical communications equipment	£1000	£500	£250	£250	N/A
Medical Standards A3	Non-IMMOFP Medical staff used without appropriate dispensation	£500	£250	£150	£100	N/A
Medical Standards B1	Failure to comply with RFL Injury Audit requirements	£100 per week	£50 per week	N/A	N/A	N/A
Medical Standards C1	Incomplete Mandatory Medical Equipment at a match (plus fine in the event of postponement of Match)	£1000	£500	£250	£250	N/A
Medical Standards F1	Failure to comply with Blood Borne Infectious Diseases policy	£1000	£500	£250	£250	N/A

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Medical Standards B8c	Failure to follow Blood Bin procedure	£500	£250	£150	£100	N/A
Medical Standards E3.1	Failure to remove player from field for concussion assessment (plus stand down period for player)	£1,000	£750	£500	£250	Tribunal
Medical Standards E4	Allowing a player to return to the field before 15-minute assessment period has lapsed	£500	£250	£150	£100	Tribunal
Medical Standards E3	Allowing a player with concussion to return to the field (plus stand down period for player)	£1,000	£750	£500	£250	Tribunal
Medical Standards E3	Failure to have Pitchside Replay System operational	£1,000	£500	N/A	N/A	N/A
Medical Standards E7	Graduated Return to Play protocol not adhered to	£1,000	£750	£500	£250	N/A
Medical Standards E6	Failure to comply with concussion reporting requirements	£250	£100	£75	£75	N/A
Medical Standards E6	Player makes multiple attempts within 24-hour period to pass Cogstate test (Baseline or After Injury)	£250	£100	£75	£75	N/A
Medical Standards E6	Player plays without a valid Cogstate baseline (or alternative approval from Club Doctor)	£1,000	£500	£250	£250	N/A
Medical Standards E6	Allowing anyone other than the player to whom the record belongs to take a Cogsport test	£5,000	£2,500	£1,250	£1,250	N/A
Social Media Code	Breach of Social Media Code (cases involving <i>Unacceptable Language</i> )	£500	£250	£150	£50	N/A

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	<i>and/or Behaviour should be referred to Tribunal))</i>					
CoC	Failing to host a game and time and date specified by the contracted broadcaster	£50,000 for first offence. £200,000 for subsequent offences.	£25,000 for first offence. £100,000 for subsequent offences.	£25,000 for first offence. £100,000 for subsequent offences.	N/A	N/A
CoC	Club deficient in delivering minimum standards for broadcast requirements	£5,000 for first offence. £20,000 for subsequent offences.	£5,000 for first offence. £20,000 for subsequent offences.	£5,000 for first offence. £20,000 for subsequent offences.	N/A	N/A
CoC	Failure to comply with broadcast contract or criticising broadcaster or bring broadcaster into disrepute or ridicule	£10,000 for first offence. £50,000 for subsequent offences.	£5,000 for first offence. £25,000 for subsequent offences.	£5,000 for first offence. £25,000 for subsequent offences.	N/A	N/A
CoC	Selling perimeter signage and/or digital rights in restricted categories	£20,000	Up to £20,000	Up to £20,000	N/A	N/A
CoC & MDOM	Incorrect match ball used	£500	£250	£250	£100	N/A
CoC	Failure to brief stewards to ensure that perimeter boards are unobstructed	£500 £750 if TV	£250 £500 if TV	£250 £500 if TV	N/A	N/A
CoC	Failure to deliver the Perspex backdrop in time for live interviews	£2,000	Up to £2,000	Up to £2,000	N/A	N/A
CoC	Failure to use the press conference backdrop for all press related events	£2,000	Up to £2,000	Up to £2,000	N/A	N/A
CoC	Giving pitchside access to Non-RFL Accredited photographers	£1,000 for first offence. £5,000 for subsequent offences.	£500 for first offence. £2,000 for subsequent offences.	£500 for first offence. £2,000 for subsequent offences.	N/A	N/A
CoC	Failure to provide a player & Head Coach for all reasonable media requests	£5,000 for first offence. £10,000 for subsequent offences.	£5,000 for first offence. £10,000 for subsequent offences.	£5,000 for first offence. £10,000 for subsequent offences.	N/A	N/A
Overseas Travel	Breach of the Overseas Travel Code of Conduct	£1,000	£500	£250	£250	N/A

**OFF FIELD COMPLIANCE PROCEDURES & SENTENCING GUIDELINES**

*NB: For the sake of convenience, any references to CoC refer to the Super League Code of Conduct only. Where similar offences exist in the Championship and/or League 1 Code of Conduct, the Club or Person involved will be informed of the relevant reference at the time the charge is issued.*

**10.5 Match Day Operations Manual**

Rule	Detail	Fine				Sporting Sanction
		SL	Champ	L1	Non-First Grade	
A1.8	Failure to host fixture as required by contracted broadcaster	£50,000 for first offence. £100,000 for subsequent offences	£25,000 for first offence. £100,000 for subsequent offences.	£25,000 for first offence. £100,000 for subsequent offences.	N/A	N/A
B3.2.1	Failure to submit team sheet in accordance with timetable	£250	£100	£75	£75	N/A
C2	Late kick-off (TV games will be dealt with more severely)	£1,000	£500	£250	£250	N/A
D2	Children on the pitch at RFL Events	£15,000 for Club £1,000 for individuals	£5,000 for Club £500 for individuals	£2,000 for Club £200 for individuals	£500 for Club £200 for individuals	N/A
D6	Failure to submit suitable match recording in accordance with timetable	£500	£250	£100	£100	N/A
D10	Failure to submit Ground Safety Officer's report within 5 days	£100 per week	£50 per week	£50 per week	N/A	N/A

## 11 INDIVIDUAL OFFENCES

Rule	Detail	Fine				Suspension
		SL	CC	L1	Non-First-Grade	
B1:11	Making comments that infer that any Club did not make best efforts in a Match – own club	£1,000	£500	£250	£150	N/A
B1:11	Making comments that infer that any Club did not make best efforts in a Match – other club	£500	£250	£150	£100	N/A
C1:1:3	Player enters into agreement in breach of the Rules	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
C1:1:7	Player receives financial benefit or other benefit outside of contract	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
C4:4	Breach of Match Officials Code of Conduct	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
C4:8	Breach of sponsorship agreements	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
C4:13	Public comments or statements which bring the game into disrepute	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
C5:2	Can only use an Authorised Agent	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
C5:4	Must have entered into a Representation Agreement	Tribunal	Tribunal	Tribunal	Tribunal	Tribunal
Medical Standards B8c	Failure to follow Blood Bin procedure	£500	£250	£150	£100	Tribunal
Medical Standards E3.1.1	Failure to remove player from field for concussion assessment	£5,000	£2,500	£1,500	£1,000	Tribunal
Medical Standards E4b	Allowing a player to return to the field before 15-minute assessment period has lapsed	£5,000	£2,500	£1,500	£1,000	Tribunal
Medical Standards E3.1.2	Allowing a player with concussion to return to the field	£5,000	£2,500	£1,500	£1,000	Tribunal
Medical Standards E7	Graduated Return to Play protocol not followed	£5,000	£2,500	£1,500	£1,000	Tribunal
Medical Standards E2	Allowing anyone other than the player to whom the record belongs to take a Cogsport test or taking a test on behalf of a player	£10,000	£5,000	£2,500	£2,500	Tribunal
Social Media Code	Breach of Social Media Code ( <i>cases involving Unacceptable Language and/or Behaviour to be referred to Tribunal</i> )	£500	£250	£150	£100	N/A
Betting and Related Activity	Person not involved in the match/has not used information regarding the match	Tribunal* (may be suspended)	Tribunal*	Tribunal*	Tribunal*	0-6 months

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Betting and Related Activity	Bet placed on Person's own team to win	Tribunal*	Tribunal*	Tribunal*	Tribunal*	3-6 months
Betting and Related Activity	Bet placed on Person's own team to lose	Tribunal*	Tribunal*	Tribunal*	Tribunal*	6 months – 5 years/life
Betting and Related Activity	Spot betting# – Person not involved in/hasn't used information regarding the match	Tribunal*	Tribunal*	Tribunal*	Tribunal*	0-12 months
Betting and Related Activity	Spot betting# – Person involved in the match	Tribunal*	Tribunal*	Tribunal*	Tribunal*	6 months – 5 years/life
Betting and Related Activity	Misuse of privileged information	Tribunal*	Tribunal*	Tribunal*	Tribunal*	3-9 months

\*Consideration should be given to fines including the stake and any financial gain made as a result of any offences.

#Spot betting is where a Person bets on a specific incident within a match, for example, the first try-scorer, or by what method the first points of the game will be scored. Where the Person is involved in the match, or has misused privileged information, the Misconduct shall be deemed to be more severe.

## **RFL SOCIAL MEDIA CODE OF CONDUCT**

The RFL recognise that social media can be a positive way for Players, officials and Clubs to engage with supporters and other stakeholders to grow the online presence of the game of Rugby League.

However, Persons Subject to the Operational Rules must use social media responsibly and must also remember that social media is public and available for anyone to see or read and repost or share.

The RFL do not wish to unduly restrict your use of social media, but you must be aware that you are accountable for your actions and what you communicate via social media.

This Social Media Policy Code of Conduct includes, but is not limited to, the use of X (formerly known as Twitter), Facebook, YouTube, Instagram, Snapchat, TikTok, blogs, websites, WhatsApp and other messaging platforms, and any other public online forum and encompasses the guidance set out below. A Breach of this Code of Conduct may lead to the RFL charging you with Misconduct under the Operational Rules or the police charging you with a criminal offence or an individual or company taking out a private prosecution against you.

The Social Media Policy Code of Conduct should not be seen as being unduly prescriptive: it exists to help you. You should remember as follows:

- 1 Don't put offensive photos online – this includes nude photos of you or friends or anyone else, including body parts;
- 2 Don't use Unacceptable Language or portray behaviour that would qualify as Unacceptable Behaviour online – this includes in particular anything which could be considered racist, homophobic, transphobic, ageist or sexist or anything which shows prejudice or disrespect to anyone with a disability or against someone's religion or nationality. Any cases of Unacceptable Language and/or Behaviour will be dealt with, with a Zero Tolerance approach by the RFL;
- 3 Don't insult or criticise the RFL, Match Officials, sponsors or commercial partners;
- 4 Don't make comments or post material which may be considered to bring the Game into disrepute;
- 5 Remember that 'banter' can be misconstrued in open forums – be careful of using insulting or critical terminology towards fellow professional players or other people in Rugby League or other sports. Even if you consider a comment to be 'banter' anything that suggests someone has broken the law, cheated, lied or is dishonest or incompetent could be legally actionable;
- 6 Don't suggest that match officials, club officials, RFL officials, the RFL or any Operational Rules Tribunal are biased or corrupt – such suggestions are legally actionable;
- 7 Don't give out inside information about your club or team-mates which may be used for the purposes of gambling or betting;
- 8 Don't post material that infringes the intellectual property rights of other parties;
- 9 Don't make physical threats of violence or say that you are going to commit a criminal offence (such as bombing an airport or rioting) or say anything which might be considered to incite someone else to do any of the above;
- 10 Don't engage in any sexualised messages particularly with anyone under the age of 18 – if in doubt assume they are under 18 – and never private message anyone under the age of 18;
- 11 Don't post anything that identifies or may lead to the identification of a minor and/or Adult at Risk.

- 12 Don't post anything relating to or containing minors and/or Adults at Risk in changing rooms, shower areas etc.
- 13 Don't respond to offensive messages from the public – no matter how tempting. Don't get drawn - use the block button to keep the trolls at bay.

Don't repost, like or share messages featuring any of the above – you are as much responsible for the contents of reposts, likes or shares as original postings.

Please note that the list of guidelines set out in the Social Media Code of Conduct above is not exhaustive regarding the nature of content which may be deemed to be inappropriate and in no way supersedes, changes or replaces the existing RFL Operational Rules.

**CODE OF CONDUCT: BETTING AND RELATED ACTIVITY****1 INTRODUCTION**

- 1.1 Every Person subject to the Operational Rules (“**Person**”) is subject to this Code of Conduct on Betting and Related Activity (the “**Betting Code**”) at all times and shall be deemed to have accepted this Betting Code and agreed to be bound by and to comply with its provisions and to abide by all decisions made under the Betting Code.
- 1.2 The RFL may from time to time supplement, amend or vary this Betting Code. Such changes shall be deemed to be effective and binding on each Person on the date of publication of the changes by the RFL.
- 1.3 **Interpretation and application:**
- 1.3.1 For the purpose of this Betting Code, a Person acts “for reward” if he/she arranges or agrees that he/she or someone else will receive any financial or other benefit for such act, directly or indirectly, and “reward” shall be construed accordingly.
- 1.3.2 Event means any matter on which a bet may be placed including but not limited to promotion, relegation, man of the match and scoring milestones. Matches and Competitions and Representative Matches have the meaning set out in the definitions section of these Operational Rules.

**2 PURPOSE**

- 2.1 This Betting Code shall be interpreted and applied in the light of the following fundamental sporting imperatives:
- 2.1.1 Sport is unique because it is a contest on a level playing-field, the outcome of which is to be determined solely by the respective merits of the sporting competitors on the day of the contest, and therefore cannot be predicted but remains uncertain until the contest is completed.
- 2.1.2 Public confidence in the authenticity and integrity of that contest is vital. If that confidence is undermined, then the very essence of sport, the unique characteristics that deliver its unique appeal, is shaken to the core. It is the determination to protect that essence of sport that has led the RFL to adopt this Betting Code.
- 2.1.3 Advancing technology and increasing popularity have led to a substantial increase in the amount, and the sophistication, of betting on sports events. The development of new betting products, including betting exchanges that allow people to bet on losing outcomes, as well as internet and phone accounts that allow people to place a bet at any time and from any place, even after a sports event has started, have all increased the potential for the development of corrupt betting practices. That, in turn, increases the risk that attempts will be made to involve the Persons in the sport in such practices. Even where that risk is more theoretical than practical, its consequence is to create a

perception that the integrity of the sporting spectacle is under threat.

- 2.1.4 Furthermore, it is of the nature of this type of misconduct that it is carried out under cover and in secret. This creates very significant challenges for a sports governing body seeking to enforce rules of conduct, whose investigative powers are limited. As a consequence, it is necessary to empower the sports governing body to seek and share information with competent authorities and other relevant third parties, and to require Persons to cooperate fully with all investigations and requests for information.
- 2.1.5 The RFL is committed to taking every step in its power to prevent corrupt betting practices undermining the integrity of the game of rugby league, including any efforts to influence improperly the outcome or any other aspect of a Match. This Betting Code has been adopted in order to assist in achieving that objective and should be interpreted and applied accordingly.
- 2.1.6 The conduct prohibited under this Betting Code may also be a criminal offence and/or a breach of other applicable laws or regulations. Reference is made in particular to section 42 of the Gambling Act 2005, which makes it a criminal offence if a person "(a) cheats at gambling, or (b) does anything for the purpose of enabling or assisting another person to cheat at gambling". This Betting Code is intended to supplement such laws and regulations with further codes of conduct for those involved in the game of rugby league. It is not intended, and may not be interpreted, construed or applied, to prejudice or undermine in any way the application of such laws and regulations. Persons must comply with all applicable laws and regulations at all times.

### 3. MISCONDUCT OFFENCES INVOLVING BETTING OR RELATED ACTIVITY

- 3.1 The following acts or omissions, if committed by or on behalf of a Person, directly or indirectly, shall amount to a breach by such Person of this Betting Code, and therefore shall constitute an offence of Misconduct under Section D1 of the RFL Operational Rules (the "**RFL Operational Rules**"):

#### 3.1.1 **Betting:**

- 3.1.1.1 Placing, accepting, laying or otherwise entering into any wager, bet or other form of financial speculation (a "**Bet**") with any individual, company, organisation or other body in relation to:
- a) the result, progress, conduct or any other aspect of, or occurrence in or in connection with, a rugby league match or competition; or
  - b) any other matter concerning or related to rugby league anywhere in the world, including for example and without limitation the transfer of players, employment of coaches, team selection or disciplinary matters, (a. and b. together to be referred to as a "Rugby League Related Event").

For the avoidance of doubt, the provisions in a. and b. relate to all rugby league matches taking place in the UK, Australia or anywhere else in the world, including but without limitation in Super League, the Challenge Cup and the NRL.

- 3.1.1.2 Soliciting, inducing, enticing, instructing, persuading, encouraging, facilitating or permitting any other person to enter into a Bet for the Person's direct or indirect benefit in relation to a Rugby League Related Event.
- 3.1.1.3 Ensuring the occurrence of a particular incident in a Rugby League Related Event
- 3.1.1.4 Rugby League Related Event, which occurrence is to the Person's knowledge the subject of a Bet and for which he expects to receive or has received any reward (other than contractual payments or prize money and/or contracted payments under endorsement or sponsorship contracts.
- 3.1.1.5 Having any commercial arrangement with, or any stake (whether active or passive) in, any company or other undertaking that promotes, brokers, arranges or conducts any form of Betting activity in relation to Rugby League Related Events.

**3.1.2 Corruption:**

- 3.1.2.1 Contriving, or being a party to any effort to contrive, the result, progress, conduct or any other aspect of any Rugby League Related Event.
- 3.1.2.2 Seeking or accepting or agreeing to accept any bribe or other reward to fix or to contrive in any way or otherwise to influence improperly the result, progress, conduct or any other aspect of any Rugby League Related Event.
- 3.1.2.3 Failing to perform to one's merits in any Rugby League Related Event, for reward.
- 3.1.2.4 Soliciting, inducing, enticing, persuading, encouraging or facilitating any Person to breach any of the foregoing provisions of this clause 3.1.2.

**3.1.3 Misuse of privileged information**

- 3.1.3.1 Using in relation to Betting, or providing to any other person for use in relation to Betting, any information relating to any Rugby League Related Event(s) that the Person has in his possession by virtue of his position within the sport and that is not in the public domain or readily accessible by the public without unreasonable restriction, save in the proper performance of that

Person's duties including but not limited to providing information to the Compliance Manager.

- 3.1.3.2 Providing information to any person for reward, before or during any Rugby League Related Event, unless such information is already in or will come into the public domain without unreasonable delay or is readily accessible by the public without unreasonable restriction. For example, it shall not be a breach of this clause to provide such information as opinion to a journalist for immediate publication as part of an article or column in a newspaper.
- 3.1.3.3 Soliciting, inducing, enticing, persuading, encouraging or facilitating any Person to breach any of the foregoing provisions of this clause 3.1.3.

**3.1.4 General:**

- 3.1.4.1 Engaging in any other conduct (i.e. beyond that specified in clauses 3.1.1 to 3.1.3, above) that is corrupt or fraudulent, or creates an actual or apparent conflict of interest for the Person, or otherwise risks impairing public confidence in the integrity and/or the honest and orderly conduct of any Rugby League Related Event.
- 3.1.4.2 Providing or receiving any reward that could bring the Person or the game of rugby league into disrepute.
- 3.1.4.3 Failing to disclose to the RFL Compliance Manager without delay full details of any approaches or invitations received by the Person to engage in conduct that would amount to a breach of this Betting Code.
- 3.1.4.4 Failing to disclose to the RFL Compliance Manager without delay full details of any approaches or invitations of which the Person is aware that have been received by any other party to engage in conduct that would amount to a breach of this Betting Code.
- 3.1.4.5 Failing to cooperate with any investigation by the RFL Compliance Manager in relation to possible breaches of this Betting Code, including failure, without reasonable excuse (and subject to the right of objection set out at clause 4, below) to provide any information requested by the RFL Compliance Manager that is relevant to such investigation.

- 3.2 An attempt by a Person, or any agreement by a Person with any other person (whether or not also a Person), to act in breach of any provision of this Betting Code shall be treated for purposes of this Betting Code as if a breach of the relevant provision(s) had been committed, whether or not such attempt or agreement in fact resulted in such breach.

- 3.3 Each Person shall be held directly and personally responsible for any acts or omissions of the type described in clauses 3.1 and 3.2, above, committed by his coach, trainer, manager, agent, family member or other affiliate or associate of his, provided that the Person had knowledge of, or assisted, encouraged, aided, abetted, Match or up or was otherwise complicit in, such acts or omissions. In that event, the Person shall be treated as having committed such acts or omissions himself and shall be liable accordingly under this Betting Code.
- 3.4 The following are not relevant to the determination of a Misconduct Offence under clause 3.1 of this Betting Code (although they may be relevant to the issue of the sanction to be imposed under clause 4.2.3.2 (below) in the event that it is determined that an offence has been committed):
- 3.4.1 Whether or not the Person was participating/involved in the specific Rugby League Related Event in question.
- 3.4.2 The nature or outcome of any Bet in issue.
- 1.1.1 The outcome of the Rugby League Related Event(s) on which such Bet was made.
- 3.4.3 Whether or not the Person's efforts or performance (if any) in the Rugby League Related Event(s) in issue were (or could be expected to be) affected by the acts or omissions in question.
- 3.4.4 Whether or not any of the results/outcomes in the Rugby League Related Event(s) in issue were (or could be expected to be) affected by the act or omissions in question.
- 3.5 It shall be a valid defence to a charge of breach of this Betting Code to prove that the alleged breach was committed due to the Person's honest and reasonable belief that there was a serious threat to the life or safety of himself or any member of his family.

#### **4 ENFORCEMENT**

- 4.1 A Person shall immediately report to the RFL Compliance Manager any incident, facts or matters (including, without limitation, unsolicited approaches by third parties) that may evidence a breach or attempted breach of, or inducement to breach, this Betting Code. Any failure to make such report may amount to a Misconduct Offence under clause 3.1.4.3 or 3.1.4.4, above.
- 4.2 Any allegation or suspicion of a breach of this Betting Code, whatever the source, shall be referred to the RFL Compliance Manager for investigation and possible charge in accordance with Section D of the RFL Operational Rules, as supplemented by this clause 4; provided that no action may be commenced for alleged breach of this Betting Code more than eight (8) years after the date that the breach allegedly occurred. Such investigation, and any consequent charge, will be governed by, and pursued in accordance with, the provisions of the RFL Operational Rules, as supplemented by this clause 4. The relevant provisions of the RFL Operational Rules include, without limitation:

- 4.2.1 The obligation on all Persons, to cooperate with any investigation conducted by the Compliance Manager, with any failure to cooperate itself potentially constituting a separate and independent Misconduct Offence;
  - 4.2.2 The right of the RFL Compliance Manager, to seek an interim suspension of the Person charged from any participation in the sport pending adjudication of the charge;
  - 4.2.3 The provisions of Section D1 of the RFL Operational Rules in relation to the sanctions that may be imposed on a Person by a Disciplinary Committee in the event a charge is upheld, provided that:
    - 4.2.3.1 In the event that a charge of breach of this Betting Code is upheld, the recommended maximum fine shall be the greater of (i) £10,000; and (ii) the amount of any profits, winnings or other reward received by the Person, directly or indirectly, as a result of such breach; and
    - 4.2.3.2 In determining whether to impose a period of suspension from participation in one or more Match, Competition or Events or impose a period suspension from the Game of the RFL for a specified period, the Operational Rules Tribunal shall take into account all of the relevant circumstances, including (in the case of a charge under clause 3.1.1, above) treating it as an aggravating factor if the Person personally participated in the Rugby League Related Event in question.
- 4.3 **Demand for information:**
- 4.3.1 If the RFL Compliance Manager reasonably believes that a Person (or a third party whose actions may be imputed to the Person for this purpose) may have committed a breach of this Betting Code, the Compliance Manager may make a written demand to the Person (a “**Demand**”) to furnish to the Compliance Manager any information that is reasonably related to the alleged breach, including (without limitation) (a) copies of or access to all records relating to the alleged breach (such as telephone records, Internet service records, bank and other financial records under the terms set out in clause D1:10 of the RFL Operational Rules and other records stored on computer hard drives and other information storage equipment); and/or (b) a written statement made by the Person, setting out in detail all of the facts and circumstances with respect to the alleged breach.
  - 4.3.2 Subject only to the right to object to the Demand set out at clause 4.3.3, below, the Person shall furnish the information requested in the Demand within seven days of his receipt of the Demand, or by such other deadline as may be specified in the Demand.
  - 4.3.3 If the Person wishes to object to the Demand, he must file a formal objection with the Compliance Manager by the specified response deadline, which objection must set out with specificity the nature and scope of and grounds for the objection. Failure without good

reason to make such filing shall constitute an irrevocable waiver of any objection.

- 4.3.4 Any objection duly filed in accordance with clause 4.3.3, above, will be referred by the Compliance Manager, together with any comments that the Compliance Manager may wish to make with respect to the objection, to the Chairman of the Operational Rules Tribunal, who may resolve the objection himself or else may designate another person to resolve the objection. The Chairman or his designee may in his absolute discretion invite further submissions or hold a hearing prior to making his determination or may simply determine the matter on the basis of the objection itself and the comments of the Compliance Manager, if any, with respect to that objection. If (and to the extent that) the Chairman or his designee determines that the Demand is fair and reasonably tailored to obtain evidence relevant to the alleged breach, and that it is consistent with applicable law, the Chairman or his designee shall direct the Person to produce all (or, if he believes the objection should be sustained to some degree, the remaining part) of the information specified in the Demand.
- 4.3.5 Subject to any ruling made by the Chairman of the Operational Rules Tribunal or his designee pursuant to clause 4.3.4, above, any failure by the Person to produce the information specified in the Demand shall have each of the following consequences, without prejudice to one another:
- 4.3.5.1 During any period in which the Person fails to produce such information, he shall be deemed ineligible to participate in and/or denied credentials for and access to Matches, Competitions or Representative Matches;
- 4.3.5.2 The Operational Rules Tribunal shall be entitled to draw such adverse inference against the Person as the Tribunal shall reasonably determine;
- 4.3.5.3 And such failure may be treated as a stand-alone offence under clause 3.1.4.5, above.
- 4.4 A Operational Rules Tribunal convened to consider a charge of breach of this Betting Code may request, at any time prior to issuing a final decision, and having first given the parties an opportunity to make any submissions on the matter, that an additional investigation be conducted into any matter reasonably related to the alleged breach. The Compliance Manager will conduct that investigation in accordance with the Chairman's request and the Person charged and all other Persons must cooperate with that investigation, in accordance with clause 4.2.1, above.
- 4.5 Where a Person is charged with breach of this Betting Code, and other relevant authorities are also conducting investigations or proceedings into the same or related matters, the Operational Rules Tribunal shall have discretion, where it is established to its satisfaction that clear prejudice would otherwise result, to stay the proceedings under this Betting Code pending the outcome of the investigations or proceedings being conducted by the other relevant authorities.

## 5. Cooperation with Other Competent Authorities and Third Parties

- 5.1 Where possible breaches of this Betting Code may also amount to evidence of infringements of other applicable laws or regulations, the RFL may conduct investigations in respect of such breaches in conjunction with, and/or may share information relating thereto with, the competent authorities, such as the police, HM Revenue & Customs, the Serious Fraud Office, the National Criminal Intelligence Service, the Gambling Commission and/or bookmakers and Betting operators, whether pursuant to formal information-sharing information agreements with such authorities or otherwise.
- 5.2 As part of any investigation into possible breaches of this Betting Code, the RFL may seek relevant information from other competent authorities and/or from any third party, including bookmakers and other Betting operators, whether pursuant to formal information-sharing agreements with such authorities or third parties, or otherwise. In accordance with clause 5.3, below, acceptance of this Betting Code shall constitute agreement by a Person to the disclosure of such information by the authority and/or third party to the RFL. Where necessary, the Person shall confirm such consent in writing to or for the benefit of the authority and/or third party. A failure to do so without reasonable excuse shall amount to a breach of this Betting Code, in accordance with clause 3.1.4.5, above.
- 5.3 Each Person specifically consents, pursuant to the Data Protection Laws and other relevant laws, as applicable, to the sharing of information relating to this Betting Code, including personal information relating to himself and his activities, both by the RFL with the competent authorities and relevant third parties (including without limitation any bookmaker or other Betting operator), and by the competent authorities and/or any relevant third parties (including without limitation any bookmaker or other Betting operator) with the RFL.

## 6. Responsibility for Betting Integrity Issues

- 6.1 The RFL shall designate one or more persons (the “**Compliance Manager**”) to bear special responsibility for betting issues arising in relation to Matches, Competitions, Representative Matches or Events.
- 6.2 The responsibilities of the Compliance Manager shall include monitoring betting and related activity as it impacts upon the integrity of Matches, Competitions, Representative Matches or Events, and making recommendations to the RFL as to any action that may be necessary or appropriate to take to address the risks arising from that activity, including considering the practical implementation of this Betting Code and any necessary or appropriate amendments thereto.
- 6.3 The RFL shall have the power to apply the above rules at its own discretion accordingly and as appropriate in the individual circumstances.



**ARBITRATION RULES OF SPORT RESOLUTIONS (A TRADING NAME OF THE SPORTS  
DISPUTE RESOLUTION PANEL LIMITED)**

**1. Introduction**

- 1.1 The following Rules (as amended by Sport Resolutions from time to time) (“the Rules”) shall apply where any agreement, submission or reference provides in writing for arbitration, hearing or resolution under the Rules of Sport Resolutions or by Sport Resolutions. All references to Sport Resolutions shall be taken to include references to The Sports Dispute Resolution Panel Limited and/or the SDRP. In such event the parties shall be taken to have agreed that the arbitration shall be conducted in accordance with these Rules.
- 1.2 In relation to arbitrations under these Rules, the role of Sport Resolutions is:
- (a) to establish or assist in establishing tribunals with power to resolve sports disputes in accordance with these Rules; and
  - (b) to assist in the smooth running of the associated proceedings.
- 1.3 The responsibility of such tribunals is (amongst other things) to resolve:
- (a) the disputes referred to them under the Appeal Arbitration Procedure; or
  - (b) the disputes referred to them under the Full Arbitration Procedure.
- 1.4 The Executive Director of Sport Resolutions shall decide in case of doubt which of the two procedures is to be followed. Such decision may not be challenged or raised as a cause of irregularity.

**2. Appeal Arbitration Procedure**

- 2.1 A party (the “Appellant”) may appeal from a disciplinary, doping, selection or other decision of a sports federation, governing body, club, association or other body in so far as the regulations of the relevant body or a specific arbitration agreement provide for the appeal to be heard under the Rules of Sport Resolutions or by Sport Resolutions and, unless the parties otherwise agree, insofar as the Appellant has exhausted all other procedures available under any applicable regulations.
- 2.2 The standard of review will be that provided for within the relevant regulations or agreement. Where the relevant regulations or agreement are silent on the matter, the appeal will be determined by way of review.
- 2.3 Notice of Appeal  
The Appellant shall submit to Sport Resolutions and serve on the Respondent a notice of appeal containing or accompanied by (collectively referred to as the “Notice of Appeal”):
- (a) the names and addresses and the relevant contact details of all the parties and notification if any are under the age of eighteen (with their date of birth (if known));
  - (b) details, and where available a copy, of the decision appealed from;
  - (c) the Appellant’s request for relief or remedy;
  - (d) if applicable an application to stay the execution of the decision appealed from together with the reasons;

- (e) a copy of the regulations or the specific written agreement of both parties providing for appeal arbitration under the Rules of Sport Resolutions or by Sport Resolutions; and
- (f) any non-refundable deposit as set by Sport Resolutions from time to time.

2.4 Time-limit

In the absence of a time-limit set in the regulations of the sports body concerned or of a previous subsisting agreement, the time-limit for the receipt by Sport Resolutions and for the service by the Appellant on the Respondent of the Notice of Appeal shall be twenty-one (21) days from the date of the decision from which the appeal is made or to be made.

2.5 Statement of Appeal

Within ten (10) days of the expiry of the time-limit as set out in 2.3 above, the Appellant shall submit to Sport Resolutions and serve on the Respondent a Statement of Appeal (failing which the appeal shall be deemed to be withdrawn) containing or accompanied by (collectively referred to as the "Statement of Appeal"):

- (a) a statement of the facts and any law giving rise to the appeal and upon which the Appellant is relying;
- (b) copies of all documents upon which the Appellant is relying;
- (c) a statement of any procedural matters upon which the parties have already agreed or proposals in relation to such procedure, including but not limited to apportioning costs, the location of the arbitration, any variations from the existing Rules relating to any timetable, decision-making powers, confidentiality, the number and qualification of the arbitrator(s) or any other matters.

2.6 Reply

Within fourteen (14) days of receipt by the Respondent of the Statement of Appeal, the Respondent shall submit to Sport Resolutions and serve on the Appellant a reply containing or accompanied by (collectively referred to as the "Reply"):

- (a) confirmation or denial of all or part of the Appellant's Statement of Appeal, setting out as fully as possible the facts and any law in the claim which the Respondent admits or denies, on what grounds and any other facts and law upon which the Respondent relies;
- (b) copies of all documents on which the Respondent is relying unless the document has been previously submitted by the Appellant;
- (c) any proposals in relation to the appeal procedure.

2.7 Further written submissions

Unless the Tribunal permits or directs otherwise, the parties shall not submit further written argument(s) after the time limited for the submission of the Statement of Appeal or the Reply as the case may be.

- 2.8 If the Respondent fails to submit its Reply within the time-limit set, or otherwise engage in the proceedings, the Tribunal may nevertheless proceed with the arbitration and deliver its award.

2.9 Communication of the decision

The written decision and its reasons shall be communicated by the Tribunal to the parties via Sport Resolutions as soon as possible and ordinarily within two (2) months after the receipt by Sport Resolutions of the Notice of Appeal, unless the parties otherwise agree.

3. Full Arbitration Procedure

3.1 If any party wishes to bring a matter to arbitration under this Full Arbitration Procedure that party or parties ("the Applicant") shall submit to Sport Resolutions and serve on the Respondent a written notice to arbitrate under this Full Arbitration Procedure containing or accompanied by (collectively referred to as the "Notice"):

- (a) the names and addresses and the relevant contact details of all the parties to the arbitration and notification if any are under the age of eighteen (with their date of birth (if known));
- (b) a copy of the contractual documents in which the arbitration clause is contained or the specific written agreement of the parties providing for arbitration under the Rules of Sport Resolutions or by Sport Resolutions;
- (c) a statement describing the nature and circumstances of the dispute, and specifying the Applicant's claim(s) against the other party/parties to the arbitration (the "Respondent") and the relief claimed or the remedy sought;
- (d) any non-refundable deposit as set by Sport Resolutions from time to time.

3.2 The date of receipt by Sport Resolutions of the Notice shall be the date the arbitration commenced ("the Commencement Date").

3.3 Statement of Claim

Within twenty-one (21) days of the Commencement Date the Applicant shall submit to Sport Resolutions and serve on the Respondent a Statement of Claim (failing which the arbitration shall be deemed to be withdrawn) containing or accompanied by (collectively referred to as the "Statement of Claim"):

- (a) a statement of the facts and any law giving rise to the arbitration and upon which the Applicant is relying;
- (b) copies of all documents upon which the Applicant is relying;
- (c) a statement of any procedural matters upon which the parties have already agreed or proposals in relation to such procedure, including but not limited to apportioning costs, the location of the arbitration, any variations from the existing Rules relating to any timetable, decision-making powers, confidentiality, the number and qualification of the arbitrator(s) or any other matters.

3.4 Reply of the Respondent

Within twenty-one (21) days of the receipt by the Respondent of the Statement of Claim the Respondent shall send to Sport Resolutions and serve on the Applicant a reply containing or accompanied by (collectively referred to as the "Reply"):

- (a) confirmation or denial of all or part of the Applicant's Statement of Claim, setting out as fully as possible the facts and any law in the claim which the Respondent admits or denies, on what grounds and any other facts and law upon which the Respondent relies;

- (b) a statement of the nature and circumstances of any counterclaims specifying the Respondent's counterclaim(s) against the Applicant, the relief claimed or the remedy sought and the facts and law upon which the Respondent is relying ("the Counterclaim");
- (c) copies of all documents on which the Respondent is relying unless the document has been previously submitted by the Applicant;
- (d) any proposals in relation to the arbitration procedure.

3.5 **Further written submissions**

The Applicant may within twenty-one (21) days of the receipt by it of any Counterclaim, submit to Sport Resolutions and serve on the Respondent a defence to such Counterclaim (the "Defence to Counterclaim"). Unless the Tribunal permits or directs otherwise, the parties shall not submit further written argument(s) after the submission of the Statement of Appeal, the Reply, the Counterclaim or the Defence to Counterclaim as the case may be.

- 3.6 If the Respondent fails to submit or serve its Reply or any Counterclaim or the Applicant any Defence to Counterclaim within the time-limit set, or otherwise engage in the process, the Tribunal may nevertheless proceed with the arbitration and deliver its award.

3.7 **Communication of the decision**

The written decision and its reasons shall be communicated by the Tribunal to the parties via Sport Resolutions as soon as possible and ordinarily within four (4) months after the receipt by Sport Resolutions of the Notice unless the parties otherwise agree.

**4. Communications**

- 4.1 The parties and the Tribunal shall communicate through Sport Resolutions on procedural matters (save for documents required under these Rules to be served on another party). The Executive Director of Sport Resolutions may direct that communication shall take place directly between the Tribunal and the parties with copies of all correspondence and documents to be sent at the same time to Sport Resolutions.

- 4.2 Any communication from one party to Sport Resolutions or to the Tribunal must be accompanied by a copy for the Tribunal or Sport Resolutions (as the case may be), and a copy sent to the other party.

- 4.3 All communications shall be delivered or sent by first class post or email to the parties at the addresses set out for each in the Notice of Appeal or Notice, or at such address as any party may have previously notified Sport Resolutions, the Tribunal and the other parties.

**5. Conciliation**

- 5.1 The Executive Director of Sport Resolutions before the formation of the Tribunal, and thereafter the Tribunal, may encourage the parties to seek to resolve the dispute by conciliation.

## **6. Formation of the Tribunal**

- 6.1 Any dispute submitted to Sport Resolutions shall be decided by a one or three member tribunal ("the Tribunal") appointed by the Executive Director of Sport Resolutions unless the parties have otherwise agreed in writing (within any timescale notified by the Executive Director of Sport Resolutions) that they wish to make their respective nomination(s) in accordance with Rule 6.2 or 6.3. The Executive Director of SDRP shall decide whether to appoint a one or three member tribunal as he/she considers appropriate in all the circumstances and in discussion with the parties unless the parties have agreed in writing whether the Tribunal should consist of one or three members.
- 6.2 Where the parties have agreed that the Tribunal is to consist of one arbitrator and that the parties wish to agree a nomination, the Executive Director of Sport Resolutions shall propose to the parties the name(s) of potential arbitrators. The parties shall seek to agree on one, whom they shall nominate to be appointed by the Executive Director of Sport Resolutions. That one Arbitrator shall constitute a valid Tribunal. If the parties fail to agree, the Executive Director of Sport Resolutions shall appoint the Arbitrator.
- 6.3 Where the parties agree that the Tribunal shall consist of three arbitrators and that the parties wish to nominate an arbitrator each they shall notify the Executive Director of Sport Resolutions accordingly. Each party shall be permitted to nominate one arbitrator. The Executive Director of Sport Resolutions shall propose to the parties the names of potential arbitrators from whom the parties shall seek to make their respective nominations to the Executive Director of Sport Resolutions for him/her to appoint.
- 6.4 If either party fails to nominate an arbitrator in accordance with these Rules, the arbitrator for that party shall be chosen by the Executive Director of Sport Resolutions. If the parties nominate the same individual, that nomination shall remain and the Executive Director of Sport Resolutions shall choose the second arbitrator. The Arbitrators selected by (or on behalf of) the parties shall seek to choose the third Arbitrator from the list of potential Chairperson arbitrators as proposed by the Executive Director of Sport Resolutions (which arbitrator will act as Chairperson of the Tribunal). In the absence of agreement or if the parties so request the third Arbitrator shall be chosen by the Executive Director of Sport Resolutions from Sport Resolutions' list of Chairperson arbitrators.
- 6.5 Sport Resolutions shall notify the parties of the name(s) of the Arbitrator(s) who are to constitute the Tribunal and in the case of a three member Tribunal, which Arbitrator has been appointed Chairperson.
- 6.6 A party may challenge the appointment of an Arbitrator where there are justifiable doubts as to the Arbitrator's impartiality or independence or where the party raises any material objection(s). If a party intends to challenge any appointment that party shall, within seven days of notification by the Executive Director of Sport Resolutions of the appointment, submit in writing to the Chairman of Sport Resolutions' Panel Appointments and Review Committee (the "PARC") (with a copy to the Tribunal and Sport Resolutions) the reasons why that party is challenging the Arbitrator. Unless the challenged Arbitrator withdraws or the other party agrees to the challenge, the

Chairman of the PARC shall decide on the challenge in accordance with Sport Resolutions' procedures for the appointment and removal of Arbitrators and that decision shall be final.

- 6.7 If any Arbitrator, after appointment to a Tribunal dies, gives written notice of the desire to resign, is removed, refuses to act, or in the opinion of the Chairman of the PARC becomes unable or unfit to act, the Executive Director of Sport Resolutions shall, in accordance with Sport Resolutions' procedures for the appointment and removal of Arbitrators appoint another Arbitrator to the Tribunal in his/her place (to act as Chairperson if the circumstances require) and shall so inform the parties and any remaining members of the Tribunal. Alternatively, if the parties so agree, the remaining members of any three member Tribunal may proceed in the Arbitrator's absence.
- 6.8 If in the opinion of the majority of the Tribunal, any Arbitrator has refused or failed to comply with the Rules or any applicable law relating to the making of the decision and/or award, having been given a reasonable opportunity to do so, the other Arbitrator(s) (if any) may remove him/her and the remaining Arbitrator(s) shall proceed in his/her absence.
- 6.9 Any appointment or removal required to be made by the Executive Director of Sport Resolutions or the Chairman of the PARC under these Rules shall be made in accordance with Sport Resolutions' procedures for the appointment and removal of Arbitrators and after giving full consideration to the nature and circumstances of the matter, the location of the parties and any other relevant factor(s). Every Arbitrator conducting an arbitration under these Rules shall be independent, impartial, suitably qualified and capable and shall not act as advocate for any party.
- 6.10 In the case of any former member of the Tribunal, the Chairman of the PARC shall decide on the amount of the former Arbitrator's fees and expenses (if any). The remaining member(s) and any replacement member(s) of the Tribunal (or if the Tribunal is unable to decide the Chairman of the PARC in accordance with Sport Resolutions' procedures for the appointment and removal of Arbitrators), shall decide upon the status of any prior decisions or existing proceedings of the Tribunal.

## **7. Jurisdiction of the Tribunal**

- 7.1 The Tribunal may decide on its own jurisdiction, including whether the Tribunal is properly constituted, what matters have been submitted and any objections with respect to the existence or validity of an arbitration agreement. For that purpose, an arbitration clause which forms part of a contract or part of the rules and/or procedures of a sports body in the United Kingdom shall be treated as an agreement independent of the other terms of the contract or rules and/or procedures. If the Tribunal decides that the contract is void or the rules and/or procedures invalid or otherwise unenforceable this shall not prejudice the validity of the arbitration clause.

## **8. Conduct of the Proceedings**

- 8.1 The Tribunal shall conduct the proceedings of the arbitration in such manner as it considers fit and may follow any arbitral procedure agreed by the parties if it is in the Tribunal's opinion reasonably practicable so to do. The Tribunal shall act in

accordance with these Rules and any other applicable regulations. With the consent of the parties, the Tribunal may proceed in an expedited manner for which it shall issue appropriate directions. Any decision of the Tribunal in relation to the conduct of the proceedings shall be consistent with its duties at all times to act fairly and impartially, to allow the parties reasonable opportunity to put their respective cases and to deal with that of their opponent and to avoid unnecessary delay or expense, so as to provide a fair and efficient means for resolving the dispute.

## **9. Hearings**

- 9.1 The Tribunal shall subject to any agreement of the parties fix the date, time and place of any hearings in the arbitration and shall give the parties as much notice as practicable either directly or via Sport Resolutions of the date, time and place of any hearing.
- 9.2 Hearings may be conducted remotely, by telephone or videoconference.
- 9.3 Where an oral hearing takes place, the hearing may be audio recorded for the sole benefit of the Tribunal, unless otherwise agreed.
- 9.4 Any party requesting an oral hearing has the right to be heard in front of the Tribunal. In the absence of any such request, the Tribunal shall endeavour to reach a decision without a hearing on the basis of the written evidence.
- 9.5 Any such hearings shall be in private unless the parties agree otherwise or unless the Tribunal directs.

## **10. Witnesses**

- 10.1 The parties must notify the Tribunal and other parties as soon as practicable and within any time limits set by the Tribunal of the identity of any witnesses they wish to call and, if the Tribunal requires it, each party shall disclose the subject matter and content of the evidence on which each such witness will be relying and how that evidence relates to the points at issue and the Tribunal shall have power to decide whether such witness shall be required to attend or be called to give evidence at any hearing.
- 10.2 The Tribunal may question a witness at any stage and shall control the questioning of a witness by the other parties.

## **11. Experts**

- 11.1 The Tribunal may, provided it shall have notified the parties, appoint one or more experts acting independently and impartially of the parties to report to the Tribunal on specific issues and may require a party to give such an expert any relevant information or to produce, or to provide access to, any relevant documents, goods or property for inspection by the expert.
- 11.2 The Tribunal may (unless the parties shall otherwise agree) direct an expert witness to give evidence either before a hearing in the form of a written report and/or at the

hearing in the form of an oral report, and may also require an expert witness to attend a hearing so that the Tribunal or the parties may question him or her.

11.3 The fees and expenses of any expert appointed by the Tribunal shall form part of the costs of the arbitration.

11.4 The parties must notify the Tribunal and other parties as soon as practicable and within any time limits set by the Tribunal of the identity of any expert they wish to call and, if the Tribunal requires it, each party shall disclose the subject matter and content of the evidence on which each such expert will be relying and how that evidence relates to the points at issue and the Tribunal shall have power to decide whether such expert shall be required to attend or be called to give evidence at any hearing.

11.5 The Tribunal may question any expert at any stage and shall control the questioning of any expert by the other parties.

## **12. Decisions and Powers of the Tribunal**

12.1 The decision and/or award of the Tribunal shall be in writing and shall be dated and signed by the Arbitrator(s), and shall state the reasons on which it is based.

12.2 Where there are three arbitrators, the Tribunal shall decide on any issue by a majority and if the Tribunal fails to reach a majority decision on any issue, the decision of the Chairperson of the Tribunal shall be final.

12.3 The sole arbitrator or Chairperson of the Tribunal shall arrange for the decision and/or award to be delivered to Sport Resolutions and Sport Resolutions shall transmit certified copies to the parties.

12.4 All decisions and/or awards of the Tribunal shall be final and binding on the parties and on any party claiming through or under them and the parties agree, by submitting to arbitration under these Rules, to waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, subject to any applicable statutory or other rights.

12.5 The Tribunal shall have the powers as set out in the Act, including the powers to make a declaration on any matter to be determined in the proceedings, to order the payment of a sum of money by way of damages or otherwise including the award of simple or compound interest on the whole or part of any amount, to order a party to do or refrain from doing anything, to order specific performance of a contract (except one relating to land), and to order the rectification, setting aside or cancellation of a deed.

12.6 In addition, the Tribunal shall have the power:

- (a) to allow any party to amend its written case and/or to submit further evidence;
- (b) to extend or abbreviate any time-limit provided by these Rules or any arbitration agreement;
- (c) to conduct enquiries;
- (d) to order any party to make any property under its control available for inspection by the Tribunal;

- (e) to order the production to the Tribunal and the other party/parties for inspection, copies of any documents in a party's control which the Tribunal considers relevant;
- (f) to decide which rules of evidence on admissibility, relevance and/or weight shall apply;
- (g) to dismiss a claim or to proceed in the absence of one or more of the parties, in the event of a failure to comply with any directions of the Tribunal;
- (h) to consolidate proceedings subject to the consent in writing of all the parties concerned;
- (i) to join any other party to the proceedings on the application of a party, subject to the consent in writing of such third party; and
- (j) to order on an interim basis, subject to final determination in a decision and/or award, any relief or remedy which the Tribunal would have the power to grant in a final decision and/or award including a provisional order for security for costs, any deposit, the payment of any other money, to order a party to do or refrain from doing anything, and/or in any appeal, staying execution of the decision below. The Tribunal may not make any interim order or grant any provisional award unless and until the Notice of Appeal or the Notice as the case may be have been properly submitted and served.

### **13. Costs**

13.1 The amount of the costs of the arbitration (i.e. the costs of Sport Resolutions, the Tribunal and any experts appointed by the Tribunal) shall be determined by the Executive Director of Sport Resolutions in accordance with Sport Resolutions' procedures in force at the time. Unless the parties otherwise agree or unless the Tribunal otherwise directs or unless any applicable regulations otherwise provide each party shall be liable to Sport Resolutions for an equal share of the costs of the arbitration.

13.2 The parties shall be responsible for their own legal and other costs unless the parties otherwise agree or unless the Tribunal otherwise directs or unless any applicable regulations otherwise provide. The Tribunal shall also have the power unless the parties otherwise agree or any applicable regulations otherwise provide to order that all or part of the legal costs and any other costs incurred by a party be paid by another party.

### **14. Confidentiality**

14.1 Subject to Rule 9.3 above, the proceedings shall be confidential. The parties, Sport Resolutions and the Tribunal undertake to keep confidential all documents and any other materials produced for the purpose of the arbitration by any party and/or participant in the arbitration – except to the extent that disclosure may be required by a legal duty, to pursue or protect a legal right, to enforce or challenge an award in bona fide legal proceedings or that such documents may already be in the public domain (otherwise than in breach of this undertaking).

14.2 Notwithstanding Rule 14.1 Sport Resolutions may publish the Tribunal's award or decision and its reasons in any appeal arbitration conducted under these Rules unless the parties expressly agree prior to the Tribunal making its award or decision that they

should remain confidential. In the case of any arbitration conducted under these Rules Sport Resolutions may publish generic, non-identifying information relating to that arbitration.

- 14.3 Case documentation, including any hearing recording, shall only be held by the Tribunal and by Sport Resolutions as long as is necessary.

**15. Applicable Law**

- 15.1 The seat of the arbitration shall be London, unless otherwise determined by the Tribunal. However, the Tribunal may at its discretion hold a hearing in another place.

- 15.2 Procedurally, arbitrations under these Rules shall be governed by the Arbitration Act 1996 ("the Act") unless otherwise determined by the Tribunal, and shall incorporate all the provisions of the Act (save for non-mandatory provisions expressly excluded or modified by these Rules or by the agreement of the parties).

- 15.3 Substantively, arbitrations under these Rules shall be decided in accordance with the law of England and Wales unless otherwise agreed in writing by the parties or unless otherwise directed by the Tribunal.

**16. General Rules**

- 16.1 If a party proceeds with an arbitration notwithstanding the fact that a provision of, or requirement under these Rules has not been complied with without promptly stating its objection that party shall have waived its right to object.

**APPENDICES**

**OPERATIONS AND  
REGISTRATIONS**

**OPERATIONS AND REGISTRATIONS**



**OPERATIONS CALENDAR 2025**

<b>RFL OPERATIONS CALENDAR 2025</b>		
<b>2025</b>	<b>Rule / Relevant provision</b>	<b>Action Required</b>
<b>January</b>		
15	A2:29, A2:30, A2:31, A2:32, A2:33 & A2:34	Safety certificates, ground regulations and management plans for non-designated sports grounds to be submitted to RFL
15	A2:38	Submission of pitch dimensions
<b>May</b>		
1	C1:3:2	Anti-tampering deadline (full-time players)
	C1:3:5	Names of FT Players not offered a contract circulated by RFL
12	C1:7:5	Scholarship U15 First Offer Window closes – the first requirement under the Declaration of Interest timetable for recruiting Scholarship Players.
13	B3.9 & B6.5	
<b>June</b>		
30	7:3:1 of SL Salary Cap Regs	SL Clubs submit Salary Cap Club Return Certificate first 6 months
30	7.2 of Championship and League 1 Salary Cap Regs	Championship and League 1 Clubs submit Salary Cap Club Return due for first 6 months
30	B1:31 (a)	SL Clubs to submit playing kits without sponsors for approval for 2024 season
<b>July</b>		
17	C1:7:6	Academy Yr 11 First Offer Window closes –the first requirement under the Declaration of Interest timetable for contracting Year 11's.
<b>August</b>		
2	C1:2:6	End of season registration deadline – Super League, Championship and League 1 clubs
5	C1:2:13	Dual registration – date by which a player must have played for his Dual Registration Club 4 times, to be eligible to play for the Dual Registration Club after this date
9	A2.5	Deadline for Clubs to seek a dispensation from the standards of a higher league to be eligible for promotion
31	C1:3:3	Contract offers (or notice of no offer) provided to players on PT Contracts
<b>September</b>		

	C1:3:5	Names of Players not offered a contract circulated by RFL
<b>October</b>		
15	5 (a) SL Financial Sustainability Regs	SL Clubs to submit budgets
31	B1:30 (b)	SL Clubs to submit playing kits with sponsors for approval for 2024 season
<b>November</b>		
1	B1:12	Deadline to submit Provisional First Team Squad for Super League and Championship
30	C1:1:11	Contracts termination date
30	Salary Cap Regulations	End of Salary Cap year
30	B1:31(a)	Championship Clubs to submit playing kits with sponsors for approval for 2024 season
30	C1:3:3	Contract offers (or notice of no offer) provided to players on FT Contracts
Before any contact training	Medical Standards	Baseline testing to be completed for all Players
<b>December</b>		
1	B1:14	Deadline to submit First Team Squad for League 1
1	Salary Cap Regulations	Start of Salary Cap year
1	C3:2:2	SL & Championship - List of Club Officials to be submitted to the RFL
7	C1:3:8	List of Contract Expired Players circulated
30	7:3:2 of SL Salary Cap Regs and 7.2 of Championship and League 1 Salary Cap Regulations	Full Year Salary Cap Return due
31	B1:31 (a)	League 1 clubs to submit playing kits for approval for the 2024 season
31	B1:13	Deadline to submit Final First Team Squad for Super League and Championship
31	C3:2:2	League 1 – List of Club Officials to be submitted to the RFL
<b>Rolling deadlines</b>		
Weekly (noon on the day 48 hours before the Match)	B1:20, B5:10 and Match Day Operations Manual	Squad Declaration System (SL, Championship, League 1 and Academy)
Weekly (10am on the relevant day)	B5:11 and Match Day Operations Manual	Scholarship Squad Declaration
5 days	C1:1:15	Clubs to submit revised contracts within five days of signature
Monthly	TBC	Clubs to provide submissions for the RFL Injury Audit
Noon Thurs	C1:2:5 (a)	Registration deadline for weekend match played on Thursday, Friday, Saturday or Sunday
Noon Friday	C1:2:5 (b)	Registration Deadline for matches played on a Monday

Noon Matchday	C1:2:5 (c)	Registration Deadline for matches played on Tuesday or Wednesday
2pm Thurs	D3.2.4	Super League Clubs to provide whereabouts information for the next two weeks for both First Team and Reserves and Academy U18s (if applicable)
Ongoing	D3.2.4	Championship and League 1 clubs to provide up to date training whereabouts information for both First Team and Reserves and Academy U18s (if applicable)
14 days	C3:1:7 (a)	Written notice of appointment or removal of Directors
7 days	C3:2:3	Written notice of appointment or removal of any Club Staff (Medical, Coaching or Support staff)

NB This is produced to assist but is not a substitute for the specific provisions of the Operational Rules which in the event of conflict take precedence.

This document sets out the RFL Facility Standards for Super League, Championship, League 1 and Player Development Programme Matches. In addition, each Club must comply with the principles set out in the DCMS publication "Guide to Safety at Sports Grounds" (Green Guide) – together with the requirements stated in this document the "Standards".

The aim of the Standards is to ensure that Matches are played at Facilities that are appropriate for the relevant competition and the players, spectators, broadcasters and commercial partners of the sport. If a Club is not able to meet any of the Standards, it may apply in writing for dispensation from the Board. The Board has absolute discretion in granting any such dispensation (and shall consider such factors as it considers appropriate) and may make it subject to such terms and conditions as it considers appropriate.

Evidence of compliance with each Facility Standard must be provided to the RFL as reasonably required.

Facility Standard	Super League	Championship	League 1	Reserves/Academy/Scholarship
<b>1.0 SPECTATORS</b>				
<b>Capacity</b>	<ul style="list-style-type: none"> <li>Minimum of 5,000</li> </ul>	<ul style="list-style-type: none"> <li>Minimum of 2,000</li> </ul>	<ul style="list-style-type: none"> <li>Minimum of 1,000</li> </ul>	N/A
<b>Seats (Permanent)</b>	<ul style="list-style-type: none"> <li>Minimum of 2,000</li> </ul>	<ul style="list-style-type: none"> <li>500 (Covered)</li> </ul>	<ul style="list-style-type: none"> <li>300 (Covered)</li> </ul>	N/A
<b>If the ground is a Designated Sports Ground, a Ground Safety Certificate covering at least the current Season.</b>	<ul style="list-style-type: none"> <li>Yes</li> </ul>	<ul style="list-style-type: none"> <li>Yes</li> </ul>	<ul style="list-style-type: none"> <li>Yes</li> </ul>	<ul style="list-style-type: none"> <li>Yes</li> </ul>
<b>If the ground is not a Designated Sports Ground: (a) a Regulated</b>	<ul style="list-style-type: none"> <li>Yes</li> </ul>	<ul style="list-style-type: none"> <li>Yes</li> </ul>	<ul style="list-style-type: none"> <li>Yes</li> </ul>	

**FACILITIES STANDARDS**

<p><b>Stand Certificate for each stand with a capacity over 500; and (b) a Ground Management Plan produced by an occupationally competent Ground Safety Officer (as defined in the Green Guide) and signed by the CEO which provides for the ground to be managed as if it were a Designated Ground in place, in each case, covering at least the current Season.</b></p>				<ul style="list-style-type: none"> <li>• Yes</li> </ul>
<p><b>Ground must be enclosed to exclude public access.</b></p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p><b>Security of Tenure</b></p>	<ul style="list-style-type: none"> <li>• 5 years</li> <li>• Until the end of the following Season (when considering eligibility for promotion)</li> </ul>	<ul style="list-style-type: none"> <li>• 2 years</li> </ul>	<ul style="list-style-type: none"> <li>• 2 years</li> </ul>	<ul style="list-style-type: none"> <li>• For the applicable season</li> </ul>
<p><b>Accessibility Audits</b></p>	<ul style="list-style-type: none"> <li>• Accessibility Audit carried out</li> <li>• Action Plan in place in relation to access.</li> </ul>	<ul style="list-style-type: none"> <li>• Accessibility Audit carried out</li> <li>• Action Plan in place in relation to access</li> </ul>	<ul style="list-style-type: none"> <li>• Accessibility Audit carried out</li> <li>• Action Plan in place in relation to access.</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>

**FACILITIES STANDARDS**

<b>Accessible facilities</b>	<ul style="list-style-type: none"> <li>• 20, under cover</li> </ul>	<ul style="list-style-type: none"> <li>• 12, under cover</li> </ul>	<ul style="list-style-type: none"> <li>• 6, under cover</li> </ul>	<ul style="list-style-type: none"> <li>• 6, under cover</li> </ul>
<b>Turnstiles</b>	<ul style="list-style-type: none"> <li>• Green Guide</li> </ul>	<ul style="list-style-type: none"> <li>• Green Guide</li> </ul>	<ul style="list-style-type: none"> <li>• Green Guide</li> </ul>	<ul style="list-style-type: none"> <li>• Green Guide</li> </ul>
<b>Public First Aid Points</b>	<ul style="list-style-type: none"> <li>• Green Guide</li> </ul>	<ul style="list-style-type: none"> <li>• Green Guide</li> </ul>	<ul style="list-style-type: none"> <li>• Green Guide</li> </ul>	<ul style="list-style-type: none"> <li>• Green Guide</li> </ul>
<b>CCTV</b>	<ul style="list-style-type: none"> <li>• Stadium bowl, concourse and exits</li> </ul>	<ul style="list-style-type: none"> <li>• Not required</li> </ul>	<ul style="list-style-type: none"> <li>• Not required</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>Parking</b>	<ul style="list-style-type: none"> <li>• Directors, officials &amp; team coach</li> </ul>	<ul style="list-style-type: none"> <li>• Directors, officials &amp; team coach</li> </ul>	<ul style="list-style-type: none"> <li>• Directors, officials &amp; team coach</li> </ul>	<ul style="list-style-type: none"> <li>• Officials and team coach</li> </ul>

**2.0 PLAYERS & OFFICIALS**

<b>2.0 PLAYERS &amp; OFFICIALS</b>				
<b>Pitch Condition</b>	<ul style="list-style-type: none"> <li>• Drainage, level, safe. If synthetic to meet RFL quality standards</li> </ul>	<ul style="list-style-type: none"> <li>• Drainage, level, safe. If synthetic to meet RFL quality standards</li> </ul>	<ul style="list-style-type: none"> <li>• Drainage, level, safe. If synthetic to meet RFL quality standards</li> </ul>	<ul style="list-style-type: none"> <li>• Drainage, level, safe. If synthetic to meet RFL quality standards</li> </ul>
<b>Pitch size</b>	<ul style="list-style-type: none"> <li>• Preferred size – 100 m x 68 m with 8 m in-goal area.</li> <li>• Maximum size – 100 m x 68 m with 11 m in-goal area.</li> <li>• Minimum 88 m x 55 m + 6 m in-goal</li> </ul>	<ul style="list-style-type: none"> <li>• Preferred size – 100 m x 68 m with 8 m in-goal area.</li> <li>• Maximum size – 100 m x 68 m with 11 m in-goal area.</li> <li>• Minimum 88 m x 55 m + 6 m in-goal</li> </ul>	<ul style="list-style-type: none"> <li>• Preferred size – 100 m x 68 m with 8 m in-goal area.</li> <li>• Maximum size – 100 m x 68 m with 11 m in-goal area.</li> <li>• Minimum 88 m x 55 m + 6 m in-goal</li> </ul>	<ul style="list-style-type: none"> <li>• Preferred size – 100 m x 68 m with 8 m in-goal area.</li> <li>• Maximum size – 100 m x 68 m with 11 m in-goal area.</li> <li>• Minimum 88 m x 55 m + 6 m in-goal</li> </ul>
<b>Pitch Perimeter</b>	<ul style="list-style-type: none"> <li>• 3m.</li> <li>• Any that don't meet 3m run off must have RFL approval and must have adequate padding in place for player safety</li> </ul>	<ul style="list-style-type: none"> <li>• 3m.</li> <li>• Any that don't meet 3m run off must have RFL approval and must have adequate padding in place for player safety</li> </ul>	<ul style="list-style-type: none"> <li>• 3m</li> <li>• Any that don't meet 3m run off must have RFL approval and must have adequate padding in place for player safety</li> </ul>	<ul style="list-style-type: none"> <li>• 3m</li> <li>• Any that don't meet 3m run off must have RFL approval and must have adequate padding in place for player safety</li> </ul>
<b>Safe passage</b>	<ul style="list-style-type: none"> <li>• Yes</li> </ul>			
<b>Dug outs</b>	<ul style="list-style-type: none"> <li>• Yes (12 under cover)</li> </ul>	<ul style="list-style-type: none"> <li>• Yes (12 under cover)</li> </ul>	<ul style="list-style-type: none"> <li>• Yes (12 under cover)</li> </ul>	<ul style="list-style-type: none"> <li>• Yes (12 under cover)</li> </ul>

## FACILITIES STANDARDS

<b>Floodlighting</b>	<ul style="list-style-type: none"> <li>1,200 lux (or otherwise satisfactory from time to time to the host broadcaster and the RFL)</li> </ul>	<ul style="list-style-type: none"> <li>Fit to play under or satisfactory to host broadcaster</li> </ul>	<ul style="list-style-type: none"> <li>Fit to play under or satisfactory to host broadcaster</li> </ul>	<ul style="list-style-type: none"> <li>Fit to play under if required.</li> </ul>
<b>Players' Medical room</b>	<ul style="list-style-type: none"> <li>Yes (stretcher access)</li> <li>Hot and cold running water</li> </ul>	<ul style="list-style-type: none"> <li>Yes (stretcher access)</li> <li>Hot and cold running water</li> </ul>	<ul style="list-style-type: none"> <li>Yes (stretcher access)</li> <li>Hot and cold running water</li> </ul>	<ul style="list-style-type: none"> <li>Yes (stretcher access)</li> <li>Hot and cold running water</li> </ul>
<b>Doping control room</b>	<ul style="list-style-type: none"> <li>Arrangements in place as set out in MDOM</li> </ul>	<ul style="list-style-type: none"> <li>Arrangements in place as set out in MDOM</li> </ul>	<ul style="list-style-type: none"> <li>Arrangements in place as set out in MDOM</li> </ul>	<ul style="list-style-type: none"> <li>Arrangements in place as set out in MDOM</li> </ul>
<b>Players' Lounge</b>	<ul style="list-style-type: none"> <li>50</li> </ul>	<ul style="list-style-type: none"> <li>An area to serve post-match meals to both squads'</li> </ul>	<ul style="list-style-type: none"> <li>An area to serve post-match meals to both squads'</li> </ul>	<ul style="list-style-type: none"> <li>50</li> </ul>
<b>Dressing Rooms</b>	<ul style="list-style-type: none"> <li>Yes (40m<sup>2</sup> (excluding shower area), clean, 6 showers, one WC, 2 urinals)</li> </ul>	<ul style="list-style-type: none"> <li>Yes (30m<sup>2</sup> (excluding shower area), clean, 6 showers, one WC, 2 urinals)</li> </ul>	<ul style="list-style-type: none"> <li>Yes (30m<sup>2</sup> (excluding shower area), clean, 6 showers, one WC, 2 urinals)</li> </ul>	<ul style="list-style-type: none"> <li>Yes (30m<sup>2</sup> (excluding shower area), clean, 6 showers, one WC, 2 urinals)</li> </ul>
<b>Match officials' room</b>	<ul style="list-style-type: none"> <li>Yes (clean, 2 showers, 8m<sup>2</sup>)</li> </ul>	<ul style="list-style-type: none"> <li>Yes (clean, 2 showers, 8m<sup>2</sup>)</li> </ul>	<ul style="list-style-type: none"> <li>Yes (clean, 2 showers, 8m<sup>2</sup>)</li> </ul>	<ul style="list-style-type: none"> <li>Yes (clean, 2 showers, 7m<sup>2</sup>)</li> </ul>

3.0 COMMERCIAL				
3.1 Directors Box				
<b>Seats</b>	<ul style="list-style-type: none"> <li>• 40</li> </ul>	<ul style="list-style-type: none"> <li>• 40</li> </ul>	<ul style="list-style-type: none"> <li>• 40</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>Boardroom</b>	<ul style="list-style-type: none"> <li>• 40</li> </ul>	<ul style="list-style-type: none"> <li>• 40</li> </ul>	<ul style="list-style-type: none"> <li>• 20</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>Under Cover &amp; Cordoned off from Public areas by a Physical Barrier</b>	<ul style="list-style-type: none"> <li>• Stadiums built from 01/01/15 – Under Cover and Cordoned off from Public Areas</li> <li>• All other stadiums – must be Under Cover and if there is no Physical Barrier, appropriately stewarded.</li> </ul>	<ul style="list-style-type: none"> <li>• Under cover and in a central position where possible with either barrier or appropriate stewards</li> </ul>	<ul style="list-style-type: none"> <li>• Under cover and in a central position where possible with either barrier or appropriate stewards</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>Positioned above pitch level and close to halfway line</b>	<ul style="list-style-type: none"> <li>• Yes</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>Access to &amp; from Boardroom to seats</b>	<ul style="list-style-type: none"> <li>• Stadiums built from 01/01/ 15 – direct access to and from boardroom to seats without passing through a public area</li> </ul>	<ul style="list-style-type: none"> <li>• Not required</li> </ul>	<ul style="list-style-type: none"> <li>• Not required</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>

**FACILITIES STANDARDS**

	<ul style="list-style-type: none"> <li>All other stadiums - either as per new builds or appropriately stewarded.</li> </ul>			
<b>Type of seats</b>	<ul style="list-style-type: none"> <li>Executive</li> </ul>	<ul style="list-style-type: none"> <li>Standard</li> </ul>	<ul style="list-style-type: none"> <li>Standard</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
<b>3.2 Sponsors</b>				
<b>Seats</b>	<ul style="list-style-type: none"> <li>Minimum 200</li> </ul>	<ul style="list-style-type: none"> <li>Appropriate facilities to be provided if required under central commercial contract</li> </ul>	<ul style="list-style-type: none"> <li>Appropriate facilities to be provided if required under central commercial contract</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
<b>Corporate Lounges</b>	<ul style="list-style-type: none"> <li>Minimum 200</li> </ul>	<ul style="list-style-type: none"> <li>Appropriate facilities to be provided if required under central commercial contract</li> </ul>	<ul style="list-style-type: none"> <li>Appropriate facilities to be provided if required under central commercial contract</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
<b>Under Cover &amp; Cordoned off from Public areas by a Physical Barrier</b>	<ul style="list-style-type: none"> <li>Stadiums built from 01/01/15 – Under Cover and Cordoned off from Public Areas</li> <li>All other stadiums – must be Under Cover and if there is no Physical Barrier, appropriately stewarded.</li> </ul>	<ul style="list-style-type: none"> <li>Under cover and in a central position where possible with either barrier or appropriate stewards</li> </ul>	<ul style="list-style-type: none"> <li>Under cover and in a central position where possible with either barrier or appropriate stewards</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>
<b>Type of seats</b>	<ul style="list-style-type: none"> <li>Wider than main stadium provision with arm rests</li> </ul>	<ul style="list-style-type: none"> <li>Standard</li> </ul>	<ul style="list-style-type: none"> <li>Standard</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> </ul>

**FACILITIES STANDARDS**

<b>3.3 Other Commercial Requirements</b>				
<b>Wi-Fi</b>	<ul style="list-style-type: none"> <li>• Press box and other media areas</li> </ul>	<ul style="list-style-type: none"> <li>• Press box and other media areas</li> </ul>	<ul style="list-style-type: none"> <li>• Press box and other media areas</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<b>Countdown Clock</b>	<ul style="list-style-type: none"> <li>• Yes</li> </ul>	<ul style="list-style-type: none"> <li>• Optional – but clock must be visible</li> </ul>	<ul style="list-style-type: none"> <li>• Optional – but clock must be visible</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<b>Scoreboard</b>	<ul style="list-style-type: none"> <li>• Electronic</li> </ul>	<ul style="list-style-type: none"> <li>• Electronic or manual</li> </ul>	<ul style="list-style-type: none"> <li>• Electronic or manual</li> </ul>	<ul style="list-style-type: none"> <li>• Manual</li> </ul>
<b>4.0 BROADCAST</b>				
<b>Designated parking area for broadcast operation</b>	<ul style="list-style-type: none"> <li>• Yes – minimum of 40m by 40m</li> <li>• 50 car park spaces for OB Compound</li> <li>• Suitable surface to satisfaction of broadcaster for OB Compound to be located</li> <li>• Additional 15 car park spaces for broadcast staff</li> </ul>	<ul style="list-style-type: none"> <li>• Yes – minimum of 40m by 40m</li> <li>• 50 car park spaces</li> </ul>	<ul style="list-style-type: none"> <li>• Yes – minimum of 40m by 40m</li> <li>• 50 car park spaces</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>Gantry</b>	<ul style="list-style-type: none"> <li>• Covered in form satisfactory from time to time to the host broadcaster</li> </ul>	<ul style="list-style-type: none"> <li>• Permanent gantry required in form satisfactory to the host broadcaster/streaming service</li> </ul>	<ul style="list-style-type: none"> <li>• Permanent gantry required in form satisfactory to the host broadcaster/streaming service</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>

**FACILITIES STANDARDS**

<b>Studio</b>	<ul style="list-style-type: none"> <li>• Location to be provided</li> </ul>	<ul style="list-style-type: none"> <li>• Location to be provided</li> </ul>	<ul style="list-style-type: none"> <li>• Location to be provided</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>High Behind Towers</b>	<ul style="list-style-type: none"> <li>• Space to be provided behind the goals for 2 high behind towers to be maintained in accordance with building regulations and to the satisfaction of the host broadcaster</li> </ul>	<ul style="list-style-type: none"> <li>• Space to be provided behind the goals for 2 high behind towers as required by host broadcaster/streaming service</li> </ul>	<ul style="list-style-type: none"> <li>• Space to be provided behind the goals for 2 high behind towers for any televised games as required by host broadcaster/streaming service</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>5.0 MEDIA</b>				
<b>Media facilities</b>	<ul style="list-style-type: none"> <li>• The press box must be situated so as to afford the best possible view of all parts of the field</li> <li>• The press box should be able to accommodate 30 in comfort</li> <li>• The press box should be equipped with firmly fixed flat working surfaces.</li> <li>• Overhead lighting should be provided, and this should be kept on for a minimum of one hour after the match until all press duties have been completed</li> <li>• There should be a room which can be used as a working</li> </ul>	<ul style="list-style-type: none"> <li>• Covered and wi-fi enabled facilities in view of the playing area to accommodate the written media</li> </ul>	<ul style="list-style-type: none"> <li>• Covered and wi-fi enabled facilities in view of the playing area to accommodate the written media</li> </ul>	<ul style="list-style-type: none"> <li>• Adequate facilities</li> </ul>

**FACILITIES STANDARDS**

	<p>press lounge &amp; conference facility.</p> <ul style="list-style-type: none"> <li>• Overflow area of 20 seats</li> <li>• TV monitor in press box.</li> </ul>			
<b>Photographers</b>	<ul style="list-style-type: none"> <li>• Power points and phone/fax points</li> <li>• Area to distribute bibs, programmes etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Power points and phone/fax points</li> <li>• Area to distribute bibs, programmes etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Power points and phone/fax points</li> <li>• Area to distribute bibs, programmes etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Adequate facilities</li> </ul>

**FIXTURE DISPUTE PROTOCOL****1) Introduction**

- a) Operational Rule B1:24 provides that, unless otherwise specified in the Operational Rules, all disputes relating to the venue, time and date of any Match shall be determined by the RFL in its absolute discretion in accordance, where applicable, with the Fixture Protocol. Equivalent provisions are set out in Sections B2 (League Matches) and B3 (Challenge Cup Competition Rules).
- b) Further, Operational Rule B1:29 includes specific provisions relating to the re-arrangement of postponed matches. Operational Rule B1:29(a) provides that if the Clubs are not able to reach agreement or do not advise the RFL of the revised date within 7 days of the original Match, the date of the re-arranged Match shall be determined by the RFL in accordance with this Fixture Dispute Protocol.
- c) This Protocol is intended to set out: (i) the procedure that should be followed when Clubs are unable to agree the date or time for a Match (whether postponed or otherwise) to be played; and (ii) the factors that will be taken into account by the RFL in determining the date or time on which the Match shall be played. Clubs should note that whilst it offers guidance as to how a particular dispute will be considered the RFL reserves the right at its absolute discretion to review and amend this Protocol at any time.

**2) Procedure**

Where the Clubs are unable to reach agreement on the date a Match shall be played then:

- a) Each Club shall provide submissions as to why the Match should be played on its preferred date / at its preferred time (and not the date/time preferred by the other Club) by the deadline specified by the Operations Department. Clubs should provide all information (and supporting evidence) it considers relevant at this stage and should not wait until after the initial recommendation (see below) before providing full submissions.
- b) The Operations Department will consider such submissions and shall make a recommendation as to the date/time on which the Match should be played which may be either of the Clubs' preferred dates/times or an alternative date/time determined by the Operations Department. The Operations Department shall provide a summary of the reasons for its decision.
- c) Either Club may appeal the recommendation of the Operations Department provided that such appeal shall be made within the timeframe stated in the recommendation.
- d) The Operations Department shall notify the other Club of any such appeal and will also provide a limited period of time for each Club to provide further submissions (provided that these should be limited to responses to the reasons for the Operations Department recommendation and information that was not reasonably available at the time of the original submissions).
- e) Any appeal shall be considered by the Board (or a sub-committee of the Board).

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- f) The decision of the Board (or sub-committee) shall be final.

**3) Factors considered**

In determining when a Fixture is to be played, the Operations Department and/ or the Board (as applicable), will consider all relevant factors including but not limited to those set out below. Save as specified below, in coming to its decision, the Operations Department / Board will determine the weighting to be applied to the above factors as it considers relevant given the circumstances at the time.

**In the case of Postponed Fixtures:**

- a) Whether the Clubs have a known free Weekend prior to the end of relevant stage of the Competition (weekends scheduled for Cup Ties are only free Weekends if at the time of consideration both of the Clubs have been knocked out of the Cup);
- b) Reasonable (and, if applicable, equal) turnaround time for both Clubs between fixtures;
- c) First available date after the postponed Match;
- d) Costs associated with any rearranged fixture;
- e) Travel distance and time for away Club;
- f) Difficulty of fixtures around any proposed dates put forward by both Clubs;
- g) The structure (and any cut off dates) of the applicable Competition;
- h) The scheduling of any other postponed Matches of either of the Clubs;
- i) The home Club's preferred date.

Subject to any Competition cut off dates, the usual starting point for the Operations Department / Board will be that the Match should be re-arranged on the first known free Weekend or, if there are no free Weekends, the first available date after the postponed Match when both Clubs would have an equal and/or reasonable turnaround.

**In the case of other disputes regarding the time/date of a Fixture:**

- a) The agreed principle that save in exceptional circumstances (or over the Easter weekend) Clubs should have a minimum 5-day turnaround between Matches. Given the importance of this to player welfare, where this conflicts with any of the other factors below, this will usually be given precedence;
- b) The timing of the request (and the amount of notice being provided to the other Club and the RFL);
- c) Reasonable (and if appropriate equal) turnaround time for both Clubs between fixtures;
- d) Costs associated with the fixture;
- e) Travel distance and time for away Club;

## FIXTURE DISPUTE PROTOCOL

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- f) The fact that when Fixtures are first determined, subject to: (A) broadcast requirements; (B) the provisions of the Operational Rules regarding part time teams playing on Fridays; and (C) ensuring a 5-day turnaround, a home club may usually determine when its fixtures are played;
  - g) Difficulty of fixtures around any proposed dates put forward by both Clubs.

Notwithstanding the above the Board in its absolute discretion may order a Match to be rearranged as it, acting reasonably, thinks fit in the circumstances.

### OVERSEAS TRAVEL – CODE OF CONDUCT FOR CLUBS

All Players and Club Officials should be aware that, when travelling abroad, they are ambassadors for the Club and for the game of Rugby League. All individuals and facilities should be treated with RESPECT. All Players and Club Officials should also bear in mind that their Club and others will require the use and co-operation of the same hotels, airlines and coach company during this Season and in the future.

When travelling abroad to Matches, all Players and Club Officials agree to represent themselves and those listed above, to the best of their ability, on and off the field, by complying with the following:

- Players and Team Officials shall show respect and be courteous to hotel staff, coach drivers and airport/airline staff at all times.
- Players and Team Officials shall show respect to all facilities used throughout the duration of their stay. Hotel rooms must be treated with respect and left in a tidy state when the rooms are vacated. Regarding shared facilities, it is a collective responsibility for the cleanliness and state of any team rooms.
- Players and Team Officials must leave the coaches used for training and match/airport transfers free of rubbish. Water bottles, fruit or any other rubbish should not be left on seats, the floor or on luggage racks. Players must use the bin bags provided at all times. Dirty boots should be left in vehicle luggage compartments and wet/dirty training clothing should be covered in order to protect coach seats.
- Players and Team Officials are to bear in mind that there are other paying guests in the hotels and these guests are entitled to expect a peaceful and quiet stay in their hotel and not be subject to excessive noise or upset by rowdy behaviour of any kind, either inside or outside the hotel. All Players and Club Officials should be willing to remind their fellow travellers of this if necessary.
- Unauthorised guests are not permitted in the team hotel. Authorisation is only to be granted by the senior person responsible for enforcing these rules, as detailed below..
- Alcohol consumption is not recommended and is prohibited by some travelling teams, however, if permitted, and for those above the legal drinking age (in the country visited) must be taken in strict moderation. Drinking to excess is prohibited and all Players and Team Officials must be made aware in advance of the Club's disciplinary procedures to which they will be subject should they disregard this instruction.
- Use of any drugs, other than those prescribed prior to, or on the overseas trip, is strictly prohibited. All Players and Team Officials are reminded of the RFL Anti-Doping Rules. No drugs shall be brought on the trip, without the prior approval of the Club Doctor, including those prescribed by a doctor and able to be purchased over the counter at a chemist.
- Players and Team Officials must adhere to the RFL Social Media Policy at all times.
- Members of the travelling group must be dressed appropriately at all times and wear training/team clothing wherever possible in public areas so that they can be identified as part of the travelling group.
- The rules regarding vehicles, (coach travel/transfers), and behaviour inside the squad hotel must be repeated to the full squad in a team meeting following arrival at the hotel to ensure that the players all co-operate to ensure a trouble-free trip.
- In respect of the Club Officials travelling with playing squads, the Club should appoint a senior person(s) to take responsibility for both enforcing these rules and to handle any incident of misbehaviour. This person should be the Head Coach, Chief Executive or a Club Director.
- The senior person named above shall ensure that all minibars in Players' rooms are emptied of alcohol upon arrival at the accommodation, however, where possible, this should be arranged prior.

All Persons Subject to the Operational Rules are bound by this Code of Conduct and ultimately unacceptable behaviour whilst travelling and playing abroad may result in any such party being charged with Off Field Misconduct.

It is recommended that each travelling Club/team have an individual code of conduct for travel, setting out any further requirements, and providing further clarification on club rules i.e. no alcohol.

## **ROLE OF MATCH COMMISSIONER**

The Match Commissioner is the RFL's representative at each applicable Match and will report to the RFL and to the Club concerned, where appropriate, on any failure to meet the RFL Operational Rules or Codes of Conduct. The Match Commissioner will facilitate successful compliant Match-day procedures in particular they shall:

### **Pre-Match**

- Arrive at the ground at least 1 hour 40 minutes prior to kick off.
- Have a record of the postcode for the ground (for use if an ambulance is required).
- Check pitch markings – both technical and sponsorship branding.
- Check artificial pitches are compliant with the relevant requirements.
- Check bench lines are in place and sufficient seats are available in the bench area.
- Check that there is three metres clearance all around the field between the touch line and any barriers and order any re-markings where required or order the pitch to be taken in to ensure that there is three metres clearance (subject to any dispensations that have been granted by the RFL).
- Make contact with the GSO, agree communication policy and be present for the Match Officials' safety briefing.
- Check that Mandatory Medical Equipment is on site (by completing the form with relevant Doctor(s) and carrying out spot checks on specific items.)
- Check that the away team dressing room including the shower & toilet is clean prior to their arrival.
- Check that the medical room is open and clean.
- Check that the Match Officials' room is clean, that there is a no entry sign on the door and that water is provided.
- Check that the teams arrive on time and make a note of any issue with late arrivals.
- Check that the team sheets are handed in on time.
- Check that Doctors and Physios are listed on the team sheets.
- Make the final decision on any player equipment issues.
- Ensure that teams are wearing kits as instructed by the RFL.
- Where applicable, check that the Timekeepers are present and discuss contingency plans in event of equipment failure.
- Check that the correct match balls properly inflated are present.
- Be available to both coaches prior to the game.
- Witness the coin toss and provide relevant information to the media as requested.
- Ensure teams leave the dressing rooms in good time to ensure that the match kicks off on time.
- Ensure all players named on the team sheet were declared in the club's 21-man squad. If not, make the Club aware.
- Check that the Pitchside Replay System (if required) is working effectively.
- Carry out any applicable Covid checks as determined by the RFL from time to time.

**Match**

- Ensure the game kicks off on time.
- Ensure that the RFL central perimeter boards and/or LED Systems are not obstructed by ball boys/girls or team's equipment at any time.
- Ensure that only those personnel named on the team sheet are present in the bench area and that the behaviour of all those present in the bench area is acceptable. Action should be taken to address poor behaviour.
- Check that all players are correctly numbered at all times during the game.
- Check that the onfield policy relating to non-playing personnel is followed and identify the nominated technical area controller for each team.
- Check that the interchange procedure, including the concussion interchange, is carried out correctly and assist the reserve referee.
- Check that the Codes of Conduct relating to Entertainers, Club Mascots, PA Announcers and Ball Boys/Girls are complied with.
- Check that photographers are wearing numbered bibs.
- Make a note of any crowd or spectator disturbances or other unacceptable behaviour by spectators.
- Make a note of any serious injury to any player, including details of any Concussion Assessment.
- Bring any relevant issues to the attention of the GSO or their nominated representative.
- Carry out any applicable Covid checks as determined by the RFL from time to time.

**Post Match**

- Be available to both coaches following the game, seeing the coaches before they go to the press conference.
- Submit Post Match Report to the RFL.

## **RESPECT**

### **GENERAL PRINCIPLES**

Rugby League prides itself on being a family game which is inclusive, uncompromising and passionate. The principles of RESPECT set out the obligations on all people engaged in the Sport in any capacity, to maintain the game's high standards.

The game will take positive action to ensure that high standards of behaviour are always maintained in Rugby League. For the avoidance of doubt this includes matches, training and at all other times, and includes comments or behaviour made in person or by any other means, including, but not limited to social media. RESPECT sets out the standards of behaviour which the game expects from the entire Rugby League family. Rugby League is passionate about, and prides itself, on its reputation as "The Family Game" and as such, will take responsibility to ensure that this reputation of the game is maintained and improved. The Game is an inclusive sport and is committed to the principles of equality, diversity and inclusion and will not tolerate any form of discrimination.

In order to uphold these values anybody involved in the game of Rugby League - players, parents/guardians, spectators, coaches, match officials, other volunteers and administrators of all ages – should:

- Encourage people to abide by the General Principles of this code.
- Be supportive of all people involved in the sport and challenge people who fail to abide by the General Principles.
- Discourage all instances of unsporting behaviour, foul or illegal play, or acts of violence, both on and off the field.
- Respect the rights, dignity and worth of every person regardless of their age, colour, ethnic origin, disability (including physical, sensory, cognitive, intellectual, mental illness or some chronic disease), gender identity, marital or civil partner status, political persuasion, pregnancy and maternity, religion or belief, sex, sexual orientation, socio economic background.
- Accept the moral and legal responsibility to implement procedures to provide a duty of care for children (under the age of 18) and Adults at Risk, safeguard their wellbeing and protect them from abuse and poor practice.
- Condemn the use of recreational and performance enhancing drugs and doping practices; their use endangers the health of players and is contrary to the concept of fair play.
- Be respectful on social media towards other people. This includes not posting offensive photos, using offensive language, or criticising fellow participants, including Match Officials.

Important – Every person who attends a Rugby League match does so with the permission and licence of the home club &/or league.

This code of conduct was drafted after consultation with children and young people. Below are some of the key principles they would like to see from others involved in the game:

- Keep training and games fun - winning is not the primary objective for young people playing the game; having fun is.
- Everyone makes mistakes. There should be no undue criticism of any player who makes a mistake – encouragement reaps more benefits.
- Coaches should not lose their temper.

- All adults should be role models in everything they do – do not swear, abuse officials, show unsporting behaviour, encourage foul play, enter the field of play or drink or smoke when around children and young people.
- Report any incidents of bad behaviour.

Any breach of this Code of Conduct is Off Field Misconduct.

## **PLAYER**

- Be a good sport. Respect all good play whether from your team or the opposition.
- Participate for your own enjoyment and benefit. Make every effort to develop your own abilities.
- Always respect the match official's decision.
- Make every effort to be consistent with the General Principles of this code of conduct
- Honour both the spirit and letter of the competition rules and live up to the highest standards of ethics and sportsmanship; avoid gamesmanship and respect the traditions of the game.
- Never engage in discriminatory or unacceptable conduct of any sort including swearing, obscene gestures, offensive remarks, taunting or other actions that are demeaning or disrespectful to other players, officials or supporters. Treat others as you would like to be treated.
- Care for and respect the facilities and equipment made available to you during training and competition.
- Safeguard your health; don't use any illegal or unhealthy substances.
- Recognise that many officials, coaches and match officials are volunteers who give up their time to provide their services. Treat them with the utmost respect. Remember, without them you do not have a game.

## **COACH**

- Be a good role model.
- Encourage all people engaged in the sport to abide by the General Principles and challenge people respectfully when they do not.
- Actively discourage foul play and/or unsporting behaviour by players.
- Seek to maximise the participation and enjoyment for all players regardless of ability;
- Avoid the tendency to over-use a talented player; treat all players as equals, regardless of their talent.
- Show concern and caution towards all sick and injured players. Follow the advice of a doctor, First Aider and/or physiotherapist to the letter when determining when an injured player is ready to recommence training or playing.
- Teach players that an honest effort and competing to the best of their ability is as important as victory.
- Encourage players to respect and accept the judgement of the Match Officials.
- Never engage in any conduct that could be deemed to be disrespectful of a Match Official.
- Never engage in public criticism of officials.
- Never engage in discriminatory or unacceptable conduct of any sort including swearing, obscene gestures, offensive remarks, taunting or other actions that are demeaning or

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disrespectful to other players, officials or supporters. Treat others as you would like to be treated.

- Maintain appropriate, professional relationships with players at all times.
- Make a personal commitment to maintain an accurate knowledge of the rules of the game and keep abreast of current coaching methods; maintain or improve your current accreditation level.
- Always consider the health, safety and welfare of the players.
- Teach young players to realise that there is a big gap between their level of play and the professional game; do not coach them as if they are professionals.
- Ensure that your coaching reflects the level of the competition being played; do not be a “win-at-all-costs” coach.
- As the coach, conduct yourself at all times and in all situations, in a manner, that demonstrates leadership, respect for the game of Rugby League and respect for all those that are involved in the game – the players, officials, the fans, the parents/guardians, the referees and the media.
- Abide by the Coach Code of Conduct.

#### **MATCH OFFICIAL**

- Apply the laws of the game with complete impartiality.
- Prepare fully for a match, both physically and mentally.
- Conduct yourself both on and off the field with the utmost integrity.
- Set a good example by the way you dress, speak and act towards players, coaches, officials, parents and spectators.
- Place the safety and welfare of the players above all else.
- Be alert to minimise dangerous physical play, fair or foul, especially in junior matches.
- Respond swiftly to all instances of unsporting, foul or unfair play.
- Respond swiftly to any discriminatory or unacceptable language or behaviour
- Show concern and caution for sick and injured players.
- Be accountable for your actions.
- Report any incidents of Misconduct, accurately and impartially including any incident or action that could have prevented people from Enjoying the Game
- Avoid any situation, which may lead to a conflict of interest both on and off the field.

#### **PARENT/GUARDIAN/SPECTATOR**

- Encourage all people involved in the sport to abide by the General Principles and challenge behaviours that do not do this.
- Do not force an unwilling child to participate in sport.
- Remember that children participate in Rugby League for their own enjoyment, not yours!
- Understand that sport is part of a total life experience, and the benefits of involvement go far beyond the final score of a game.
- Condemn all violent or illegal acts, whether they are by players, coaches, officials, parents /guardians or spectators.

- Respect the match official's decisions – don't complain or argue about decisions during or after a game.
- Behave! Unsporting or discriminatory language, harassment or aggressive behaviour will not be tolerated.
- Encourage players to play by the rules and to respect opposition players and officials.
- Never ridicule or scorn a player for making a mistake – respect their efforts.
- Participate in positive cheering that encourages all the players in the team; do not engage in any jeering that taunts or intimidates opponents, their fans or officials.
- At all times, follow the directions of the Ground Manager and/or other match day staff.
- Never arrive at a game under the influence of alcohol, never bring alcohol to a game, and only drink alcohol, if it is available at the ground, in the designated licensed area.

#### **VOLUNTEER AND ADMINSTRATOR**

- Always operate to the principle of "Friendship first – competition second".
- Ensure that all operations are under the supervision of appropriately qualified staff who have been through the required recruitment and selection checks.
- Ensure that all staff understand and adhere to the Code of Conduct.
- Ensure that all equipment and facilities meet safety standards.
- Encourage all participants to remember that sport is enjoyed for its own sake- play down the importance of awards.

#### **CHILDREN & YOUNG PEOPLE**

##### **After consultation, children and young people agree to:**

- Give 100% effort at all times.
- Encourage team mates who make mistakes.
- Not argue with the referee.
- Listen to the coach.
- Play as a team.
- Dress smartly.
- Welcome all new players, from all backgrounds, whether or not they have played before.
- Treat the other team with RESPECT.
- Attend all training sessions when possible.
- No bullying.

**TACKLE IT!**

Tackle It! is a sport-wide action plan to make Rugby League a truly inclusive sport by tackling discrimination and breaking down any barriers to involvement.

Tackle It! has four strategic goals and, crucially, the specific and measurable actions that will be taken to achieve them. These are:

- 1 - Widen the reach and impact of Rugby League
- 2 - Diversify the game's talent pool
- 3 - Improve the culture of Rugby League
- 4 - Clarify processes, instil confidence in and encourage reporting of discrimination, and ensure that appropriate sanctions are in place.

The goals and actions support all the protected characteristics (in the Equality Act 2010): age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation. **Tackle It! has been informed by a number of parties including Players, Coaches, Volunteers and Administrators. A link to the plan is attached below and details of the responsibilities of all stakeholders to achieve its delivery are included within this.**

[Tackle It \(rugby-league.com\)](http://rugby-league.com)

**By way of summary the responsibilities for clubs include but are not limited to**

**Club responsibilities**

1. Adopting a Zero Tolerance approach to discrimination, and Unacceptable Language and/or Behaviour including bullying or abuse based on an individual's protected characteristics as outlined above. Doing nothing is not an option.
2. Ensuring **all** club staff and volunteers understand why it is vital to the club and Rugby League that discrimination and abuse is challenged effectively. Utilise training to support this.
3. Ensuring club policies and procedures include the protected characteristics as outlined above and in the 2010 Equality Act and the club takes practical steps to ensure the club and match day experience is welcoming and inclusive for all and maintain a family friendly environment.
4. Responding consistently and appropriately to discrimination, abuse or bullying. It is important to consider all the relevant factors when deciding what action to take; the safety of those impacted, staff and other spectators is paramount. Sanctions and / or education may be the most appropriate actions depending on the context and gravity of the situation. Ultimately if abusive behaviour or language cannot be brought under control the game could be abandoned or perpetrators suspended from the club.
5. Celebrate, acknowledge and promote the diversity within the club. Identify and put in place actions to attract targeted underrepresented groups. Raise awareness of the diversity within the club through media channels by, for example, sharing examples of good practice across the sport, identify local ambassadors / role models, work with fan groups (where applicable) advertising roles across diverse media and including a link to Tackle IT! on the club website.

6. Maintain accurate records of any incidents and actions taken by the club and outcomes and report these to the RFL according to established procedures and protocols. Encourage reporting of any incidents of discrimination and unacceptable behaviour.

## **CHEERLEADERS CODE OF CONDUCT**

### **Entertainment (pre-match & half time) etiquette**

Every effort should be made to provide a diverse range of entertainments over the course of the Season, and not the sole reliance on cheerleading i.e. dance styles and music that are representative of other cultures, dance troupes that include male and female dancers and have different costumes, music based activities such as drumming and percussion, juggling, acrobatics, gymnastics teams, young people tag/touch rugby etc.

Clubs should provide training to entertainers on the rules of the game. Cheerleaders/Dance Teams should develop safe performance schedules that are approved by the Club.

### **General considerations relating to cheerleading**

Consideration should be given to the name of the troupes, in particular if the chosen team name could be considered demeaning to women, then they should be asked to change the name before being invited to take part in a match.

Joining or participating in a cheerleading team or dance troupe should not be restricted to female or male only participants and neither should there be an expectation that participants must have a certain body type and appearance.

### **Club websites**

These considerations should extend beyond the game to the Club's website. It is not appropriate for the cheerleaders to be portrayed in revealing outfits and in provocative poses, either in the cheerleading sections or when used throughout the web site. Consideration must also be given to safeguarding concerns when young women are providing personal information on the Club website

### **Performance**

The Club must ensure that uniform, music, and dance styles should be age appropriate and fully inclusive as befitting of the 'family game'.

### **Uniform and appearance**

Rugby League is a family game and uniforms, and costumes should not be seen as inappropriate, offensive or suggestive: the wearing of bra or bikini tops and displaying cleavage is not acceptable, showing of the midriff area should be avoided. Tiny hot pants and very short skirts are not advisable, and underwear must not be visible. No jewellery / piercing should be worn as this would be a possible health and safety risk especially if performing tumblers and stunts. Excessive make-up should not be worn.

### **Music**

Music used for match day performances must be appropriate for a family game. Unsuitable/offensive music with sexual content, racist or vulgar lyrics is not acceptable.

### **Dance style**

In keeping with the family game routines should be audience appropriate and should not include any vulgar or suggestive movements.

Cheerleaders are the Club's most visible supporters – they should act accordingly and have a 'fun' approach to the role.

### **Safeguarding**

Clubs should be clear as to the age group make up of dance squads and ensure staffing is suitably qualified and checked. Where dancers/cheerleaders are under 18 they must be supervised by DBS checked staff and must not wear provocative clothing. It is best practice for cheerleaders to be 16 or older.

**Clubs should ensure the RFL Safeguarding Vulnerable Groups Policy and Implementation procedures are applied as regards match day entertainment and website information.**

Whether performers are supplied by an outside contractor or an in house set up the club must ensure Safeguarding standards fall in line with RFL Safeguarding policy.

### **Health and safety**

Health and safety of performers should be priority e.g. appropriate costumes and footwear to cater for inclement weather for instance and suitable/secure changing facilities provided. Equal opportunity must apply within this sector of the game.

Before tumbling or stunts can be included in a performance a risk assessment must be carried out that will account for weather and pitch conditions as well as the need for any safety equipment such as mats. The health and safety of the cheerleaders is paramount.

Pre match planning should take place to make sure that routines are well away from players during warm up to avoid danger from collisions etc.

Keep open the opportunity to re-hydrate at all times.

### **Match day performance code of conduct**

Cheerleaders should strive to promote good sportsmanship by:

1. Striving to be modest in victory and gracious in defeat
2. Taking responsibility for providing positive leadership at all times
3. Not criticising opposing Coaches, Cheerleaders or supporters verbally or by gesture; not inciting un-sportsman like conduct
4. Not swearing, using foul or abusive language at any time
5. When play is in progress cheerleaders should abstain from:
  - Chewing gum
  - the possession or drinking of alcoholic beverages
  - the possession or smoking of tobacco in the presence of spectators, officials, judges, teammates or other squads while wearing team uniform or otherwise representing their squad or where not permitted by law
  - the possession or taking of any controlled drug at any time
  - Slouching, chatting or any other distracting behaviour
  - Responding to or encourage lewd or inappropriate comments from spectators. Report to appropriate person i.e. steward, ground safety officer or Club Welfare Officer, as this kind of behaviour is not befitting of the 'family' game.
6. Always showing respect and being polite to officials, opposing Coaches, Cheerleaders and spectators.

When play is in progress performers may show support but only perform routines during natural breaks e.g. pre and post match, half time, and for example directly after a try is scored as signalled by the match referee. Cheerleading teams must not act in a way or be positioned on the ground in a way that could affect a player's concentration e.g. when a kick at goal is in progress. When not involved in a routine the performers must keep a unified relaxed but alert posture, pay attention to the game and keep a professional approach. Behaviour should be in line with principles outlined in the Match Day Operations Manual.

### **Sanctions**

If despite these guidelines the entertainment provided by the club is perceived by spectators, players, match officials or any others as either overtly sexualised or inappropriate that group should not be used for subsequent matches until adjustments have been made to either the routine or costumes. Any verbal or written complaints must be taken seriously and acted on appropriately.

### **RFL Contact**

For further advice and guidance please contact the Operations Department. Additional information on Cheerleading/Dance Team etiquette and codes of conduct is available on [www.ukca.org.uk](http://www.ukca.org.uk)  
The RFL acknowledges the support of UKCA in contributing to the development of the above code.

**TALENT IDENTIFICATION & RECRUITMENT PERSONNEL - CODE OF CONDUCT**

The purpose of this Code of Conduct is to protect the welfare of players, particularly those that are under the age of 18 and identified as being talented and to ensure that their treatment is in line with the RFL Safeguarding Policy.

Talent identification and recruitment personnel should:

- Be fully aware of the RFL's Safeguarding Policy and act in accordance with that policy at all times
- Be appointed by the Club, according to the safer recruitment procedures detailed in the Safeguarding Policy and related policies and procedures
- Hold a valid RFL Enhanced DBS check which must be renewed every three years
- Must complete Safeguarding and Protecting Children training and complete the refresher course every 3 years
- Never contact a player/make comment on/discuss with others a player via any social media
- Never have players as 'friends' on Facebook or other similar Social Media platforms
- Be issued with a photo-identity card by the representing club , to be carried whenever attending a Rugby League event or match
- Inform a club official of their attendance in advance where possible and present their ID card when requesting team information
- Request permission to speak to players after the match from a club official, who in turn will discuss with the player's parent and/or guardian
- Only speak to players after receiving permission and only when the player is accompanied by a parent/guardian or club official
- Show their ID card prior to speaking to the individual player or his parent/guardian
- Never put themselves in a position of being on their own with a player
- Never enter changing or showering facilities
- Refrain from making comments about players to spectators
- Fully acquaint themselves of the current Scholarship Register as issued to clubs by the RFL
- Adhere to the procedure and timetable of making a "Declaration of Intent" as laid down in the Scholarship Rules & Regulations (and not otherwise approach a player who is on the Scholarship register of another Club)
- Always follow the procedure for the "Contracting and Registering a Year 11 player"
- Understand and abide by the permitted numbers and age groups of the Scholarship Rules & Regulations
- Avoid speaking to clubs, players, parents/guardians if the Talent ID's professional Club is restricted from signing the player by the RFL's regulations e.g.; no scholarship place available
- Refrain from asking spectators questions about players, all questions should be directed to a club official
- Refrain from criticizing other professional clubs
- Act according to the highest standards of integrity and ensure that the reputation of Club and League is not damaged by their behaviour
- Respect the rights and choices of all human beings, treating everyone equally and sensitively regardless of their age, ethnic origin, gender, special needs including learning and physical disabilities, class or social background, cultural background, sexual orientation, religion or political affiliation

## TALENT IDENTIFICATION & RECRUITMENT PERSONNEL CODE OF CONDUCT

- Ensure that all players are encouraged to achieve their full potential at all levels
- Ensure that all players are afforded respect, confidentiality and privacy in a playing and training situation and any other Rugby League environment.

## ENGLAND TALENT PATHWAY DEVELOPMENT DAYS U12 – U14

### DEFINITIONS

“**Development Days**” means sessions run by Accredited Professional Clubs/Foundation.

“**Accredited Professional Clubs**” means Clubs who have successfully been Accredited by the RFL as an England Rugby League Talent Pathway Accredited Partner.

“**Open Access**” means that any player can attend, and players are not selected / deselected for attendance based on their ability

### PURPOSE

The purpose of a Development Day is:

- to provide open access holistic development sessions to support and enhance the coaching that is received by players at a community level; and
- to allow monitoring of athletes over a set period to help support the selection of scholarship players and gather evidence in relation to this.

### RULES

- Development Days must be Open Access – any reason for a restriction on numbers must be sent to the RFL for approval (this may include pitch capacity, available staff). Any such request shall be sent to [Phil.Jones@rfl.co.uk](mailto:Phil.Jones@rfl.co.uk).

### DELIVERY OPTIONS AND ADVERTISEMENT

- Development Days can either be:
  - Centralised Open Access days for players from different clubs or settings; or
  - Whole age groups from a specific Club.
- Sessions can be delivered during the day, evening or on a weekend each day apart from Thursday to allow Community Club training unless otherwise agreed by the RFL.
- All Development Days must be registered with the RFL **a minimum of 14 days prior** to the session taking place and must be displayed on both the Club website and the RFL website.

### ATTENDANCE

- Players attending must be U12 – U14 and in years 7,8 & 9 at school.
- Players do not have to be registered with a Community Club to attend.
- All players must be registered as attending on the system determined by the RFL prior to the session and a confirmation of attendance sent to the RFL within 72 hours of the session taking place.
- Under no circumstances must a fee be charged for attendance. A charge can be made for kit, but this must be optional and cannot be a barrier to attendance.

**APPROVED ACTIVITY**

- Skills sessions
- Athletic development
- Fitness Testing
- Small-sided games (NB playing matches is strictly prohibited)
- Player and parent/guardian education.

**TRIALISTS CODE OF CONDUCT**

**The purpose of this Code of Conduct is to protect the welfare of players in the game, particularly those that are identified as being talented, and to ensure that their treatment is in line with the RFL Safeguarding Policy.**

1. Professional clubs will contact the club secretary of the community club prior to approaching the player himself.
2. Community clubs will treat such contact in confidence and in particular will not inform any other professional club or journalist of the approach.
3. Professional clubs will respect the integrity of the community club competitions and encourage players to finish their amateur club season where appropriate.
4. Professional clubs will ensure that trialists complete the appropriate section of the Trialist Registration Form and that the correct date for the end of the trial is entered on the form, a copy of which must be forwarded to the community club secretary, by the professional club, within 24 hours of the form being completed.
5. Professional clubs will ensure that if players are released prior to the end of the trial period that their name is struck off the register immediately and the community club secretary is informed in writing by the professional club within 24 hours of so doing.
6. Community clubs will not encourage trialists to leave that professional club prior to the end of trial period.
7. Other than an Off-Season trial, or as otherwise set out in Section C1 and in relation to Off-Season trial, in accordance with the definition, a trial should not normally exceed one calendar month unless it is a trial to an Academy or Reserve Grade team which should not normally exceed three calendar months. The termination date of the trial period must be stated on the registration form. If the trialist is injured, or there are circumstances outside of the Club's control leading to the postponement of matches, in the stated period then the number of scheduled trial games missed in the period of inactivity may be added to the trial period with the permission of the RFL. A copy of the amended registration form should be forwarded to the community club secretary, by the professional club, within 24 hours of the form being completed. Each club is permitted a maximum of six Reserve and/or Academy Trialists per season. Clubs can apply for further trialists in exceptional circumstances which shall be determined by the RFL at its absolute discretion.
8. Clubs may only trial an individual once in any given Season.
9. Professional clubs will ensure that trialists are issued with a synopsis of the RFL's personal accident policy and ensure that trialists are informed whether or not there is private medical cover in place.
10. Trialists will not receive payment over the legitimate expenses.

In addition, please refer to Section C1 of these Operational Rules.

**QUALIFICATIONS – CLUB STAFF – COACHING, MEDICAL AND OTHER ROLES**

**1. MEDICAL STAFF**

As set out in the Medical Standards and below.

**2. OTHER REQUIREMENTS**

As set out in the RFL Safeguarding Policy and below.

In order to be qualified to work in the professional game **ALL STAFF** must meet the minimum level of UKCC and/or other qualification for the position they hold. The requirements are set out in the table below:

Role	Professional Qualification	MHFA	UKAD	SPC/TTL *	DBS*
Qualification valid for	No expiration date, once qualified	3 years**	2 years	3 years	3 years
First Grade - Head Coach	L3	Adult Mental Health Aware	UKAD Coach Clean	SPC	Yes
First Grade - Assistant Coach	L3 or working towards L3	Adult Mental Health Aware	UKAD Coach Clean	SPC	Yes
U18s - Head Coach	L3 or working towards L3	Adult Mental Health Aware	UKAD Coach Clean	SPC	Yes
U18s - Assistant Coach	L3 or working towards L3	■	UKAD Coach Clean	SPC	Yes
Reserves – Head Coach	L3 or working towards L3	Adult Mental Health Aware	UKAD Coach Clean	SPC	Yes
Reserves – Assistant Coach	L3 or working towards L3	■	UKAD Coach Clean	SPC	Yes
Scholarship Head Coach	L3 or working towards L3	Adult Mental Health Aware	UKAD Coach Clean	SPC	Yes
Scholarship Assistant Coach	L2	■	UKAD Coach Clean	SPC	Yes
Super League – Head Conditioner	UKSCA accredited or working towards	Adult Mental Health Aware	UKAD Introduction to Clean Sport	■	Yes
Other levels – Conditioning Coach	1st4Sport L2 S&C or a degree or Masters in S&C	■	UKAD Introduction to Clean Sport	■	Yes
Player Welfare Manager – full time clubs	L3 Counselling Skills & Concepts	Adult Mental Health Aware	UKAD Introduction to Clean Sport	SPC - TTL	Yes
Player Welfare Manager – Championship Clubs	■	Adult Mental Health Aware	UKAD Introduction to Clean Sport	SPC - TTL	Yes

**QUALIFICATIONS**

Player Welfare Manager – Championship Clubs with Academies	L3 Counselling Skills & Concepts	MHFA	UKAD Introduction to Clean Sport		SPC - TTL	Yes
Head of Youth	As set out in Academy Accreditation	MHFA	UKAD Introduction to Clean Sport		SPC & TTL	Yes
Player Performance Manager	As set out in Academy Accreditation	Adult Mental Health Aware	■		SPC	Yes
Doctor or Equivalent <sup>1</sup>	See A2 Medical Standards	■	UKAD Introduction to Clean Sport		SPC	Yes
Physiotherapist or Equivalent <sup>2</sup>	See A2 Medical Standards	Adult Mental Health Aware	UKAD Introduction to Clean Sport		SPC	Yes
Club Welfare Officer	■	Adult Mental Health Aware	UKAD Introduction to Clean Sport		SPC & TTL	Yes

**NB** All Super League Club staff must hold all DBS and SPC/TTL qualifications.

\*Non-Super League clubs who only operate First Teams, may not require all staff to hold all Safeguarding qualifications as set out in the table above, should the team have no players or personnel under the age of 18.

Should a non-Super League Club then register any persons under the age of 18, the Club must have a chaperone available for both home and away matches (plus training and other Club events) who holds all the required qualifications above. It remains Best Practice for all members of staff listed above to hold these Safeguarding qualifications. It is the Club's responsibility to ensure compliance with this and Clubs accept full liability of risk.

NB where staff do not hold all the safeguarding qualifications above they cannot deliver sessions to any group under the age of 18 e.g., coaching sessions in schools.

Dispensation requests may be granted on a case-by-case basis.

**“Working Towards”**

**Coaches**

For the avoidance of doubt the “working towards” statement covers a **maximum period of two years** from the date of registration on the UKCC Coaching Rugby League Level

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<sup>1</sup> The above advice in relation to medical staff is to be read in conjunction with the Medical Standards.

<sup>2</sup> As above.

3 programme offered by the RFL. This requires the candidate to complete the necessary units/modules within the agreed time frames to achieve the Level 3 qualification.

In addition, a payment plan for course fees must also be agreed to, and payment completed within the agreed timeframes prior to certification

### **Head Conditioners**

For Head Conditioners "working towards" means that a conditioner has registered with the UKSCA and becomes accredited within 2 years of registration and has one of the following qualifications: 1<sup>st</sup> 4Sport Level 2 Certificate in Strength and Conditioning (S&C), a degree or Master's degree in S&C.

### **Overseas Coaching Qualifications**

The NRL High Performance qualification will be accepted as an equivalent to the UKCC Level 3 Qualification. If a coach has an NRL Senior Club Coach Award, this will be recognised as a Level 2 and the Coach must register as "working towards" UKCC Level 3 immediately.

NB No other overseas qualifications are recognised without specific written approval from the RFL Coaching Department.

The Governing Body Endorsement requirements for overseas coaches must be read in conjunction with the above.

### **Notes to Table**

#### **Mental Health First Aid (MHFA)**

MHFA is a two-day course whereas MHFA Awareness is a three-hour course, both are tailored specifically to Rugby League. Courses are available commercially and from time to time the RFL will also run courses.

\*\*Mental Health first aiders are required to do a refresher within 3 years of their qualification.

To book on the relevant courses please visit:

#### **Mental Health First Aid**

<https://mhfaengland.org/individuals/adult/mental-health-first-aid>

#### **Refresher**

<https://mhfaengland.org/individuals/adult/refresher/>

#### **Adult Mental Health Aware (Prev. MHFA Lite)**

<https://mhfaengland.org/individuals/adult/half-day/>

For discounted group bookings, please contact johnny@mindsmatteruk.co.uk.

NB The RFL may accredit other introductory mental health courses, other than MHFA Awareness, at its discretion.

### **Safeguarding & Protecting Children (SPC)**

SPC is an entry level Safeguarding course for all individuals working or volunteering with children which can be booked through the RFL website by clicking here this link: [Safeguarding Training \(rugby-league.com\)](https://www.rugby-league.com/safeguarding) Any other safeguarding qualifications will not be accepted as our course is rugby league specific and covers our own reporting procedures.

### **Time to Listen (TTL)**

TTL is an extension to SPC for those who are responsible for reporting concerns and can be booked by clicking by clicking this link: [Safeguarding Training \(rugby-league.com\)](#) [This is a mandatory course for all Club Welfare Officers.](#)

### **DBS**

DBS stands for Disclosure and Barring Service and is a check on an individual's criminal convictions and cautions. It is an essential requirement for anybody working with children or adults deemed to be 'at risk'. Anybody who is classed as being in a position of trust requires an enhanced DBS, which also records any reports made to the police to make relevant comment if needed.

You must have an RFL DBS - any other employment DBS are not transferable. This is due to the different risk assessment process across organisations. However, if you are subscribed to the update service then we will accept this providing you are able to provide a copy of the original certificate. Please email [safeguarding@rfl.co.uk](mailto:safeguarding@rfl.co.uk) for more information on the update service check.

To apply for an RFL DBS please click: [Disclosure and Barring Service \(rugby-league.com\) where you will find information about your individual club/ organisation codes.](#)

### **UKAD Qualifications**

UKAD Introduction to Clean Sport and Coach Clean are online courses in anti-doping available via UKAD's Clean Sport Hub.

Other modules are available. Access to the Hub is via UKAD, certification is provided following the courses by UKAD, which should be supplied to the RFL on completion. Expiration of qualifications are set out by UKAD.

To access the Hub visit <https://ukad.enetlearn.com/> and for access support please email [education@ukad.org.uk](mailto:education@ukad.org.uk)

### **CPD & Mandatory Workshops**

In addition to the qualifications above each role will require attendance at CPD events and courses as detailed by the relevant department of the RFL from time to time.

### **First Aid Qualification**

It is Best Practice for all Super League coaching and (non-medical) support staff to have an approved First Aid qualification or approved First Aid training by 31 December 2023 in a format to be determined by the RFL Head of Medical.

### **KEY CONTACTS**

Safeguarding – [Safeguarding@rfl.co.uk](mailto:Safeguarding@rfl.co.uk)  
Coaching Education – [Richard.Tunningley@rfl.co.uk](mailto:Richard.Tunningley@rfl.co.uk)  
IMMOFP - [IMMOFP@rfl.co.uk](mailto:IMMOFP@rfl.co.uk)  
Medical – [Medical@rfl.co.uk](mailto:Medical@rfl.co.uk)  
Welfare – [Steve.Mccormack@rlcares.org.uk](mailto:Steve.Mccormack@rlcares.org.uk)

## INDEPENDENT EMPLOYMENT TRIBUNAL PROCEDURES

### 1. INTRODUCTION

#### 1.1 Introduction

These procedures set out the process that will usually be followed in relation to any matter referred to the RFL's Independent Employment Tribunal (IET). These procedures are intended to aid consistency and decision making when dealing with disputes. In the event of a conflict between these procedures and the RFL Operational Rules, the Operational Rules take precedence.

### 2. REFERRAL AND PRE-HEARING PROCESS

#### 2.1 Referral of a Matter to the IET

Any request for a matter to be referred to the IET must be made in writing to the Operations Department at such address which is notified from time to time, (and be accompanied by the applicant's Statement of Case (in such form as may be specified by the RFL from time to time). The Statement of Case must set out the issue(s) in dispute and all relevant facts which the applicant wishes the IET to consider. The applicant may not introduce new points at a subsequent date unless such information was not previously available or to rebut an issue raised in the respondent's Response. The Applicant may expand on points made in their Statement of Case in any hearing.

2.2 Requests will ordinarily only be considered where the dispute has been submitted during employment or within three months of the termination of the employment. In exceptional circumstances the Chair of the Independent Employment Tribunal will determine whether such requests can be considered by the IET.

#### 2.3 Classification of Claim

The RFL Operations department shall classify each request as either a Type A Claim or a Type B claim as set out below:

- Type A Claims concern unpaid wages or other monies including, but not limited to, unpaid salary, bonuses, holiday pay, redundancy pay etc.
- Type B Claims concern any other matter, including, but not limited to, dismissals, discrimination, bullying or a request for the release of a Player's registration.

If there is a dispute as to classification of the type of claim the IET Chairman appointed to the matter shall determine the type following receipt of the applicant's Statement of Case and the respondent's Response. Such decision shall be final and binding.

#### 2.4 Respondent's Response

Save as otherwise directed by the Chair, the Statement of Case will be forwarded to the respondent by the Operations department. The respondent

shall have 7 days in which to submit their Response. The Response must contain all relevant facts which the respondent wishes the IET to consider. The respondent may not introduce new points at a subsequent date unless such information was not previously available or to rebut an issue raised by the applicant after submission of the Response. The Respondent may expand on points made in their Response in any hearing.

**2.5 Initial Chairman's Review**

The Statement of Case and the Response will be sent to the Chairman of the IET who will review the paperwork. Upon review if, in the Chairman's opinion, there is no reasonable prospect of success, then the matter shall not proceed to a full IET hearing.

**2.6 Scheduling of IET hearings**

The RFL will endeavour to schedule a hearing of the IET within 2 months of receipt of the Statement of Case. The RFL shall have the sole right in its absolute discretion to amend the date of any hearing if it is deemed necessary. Any request for an adjournment from either the applicant or respondent must be made in writing and will be forwarded to the IET Chairman who, in his absolute discretion shall determine if any adjournment can be granted, along with any conditions associated with such adjournment.

**2.7 List of Attendees**

No later than 7 days before the date of any IET hearing both the applicant and respondent shall inform the RFL who will be attending the IET hearing. This list must include any representatives or witnesses.

**3. THE INDEPENDENT EMPLOYMENT TRIBUNAL**

**3.1 Composition**

3.1.1 IETs are comprised of a Chairman who will usually be a current or former senior employment solicitor, barrister or judge, and two side members taken from the Operational Rules Tribunal Panel.

3.1.2 The quorum shall be two members (including the Chairman).

**3.2 Secretariat**

The RFL Operations department shall perform the secretariat function for the IET.

**3.3 Hearing Process**

The Chairman will determine the order of proceedings, however usually:

- The Chairman will introduce the matter and summarise the case to be determined.

- The applicant, or their representative, will make any submission and call any relevant witnesses.
- The respondent, or their representative, will make any submission and call any relevant witnesses.
- The Chairman may allow each party to speak a second time to clarify any points raised. The parties will leave the room while the IET reaches its decision.
- Hearings and any aspect of the procedure may take place by remote means, such as video conference or teleconference.
- Hearings may be audio recorded.
- If taken, a tribunal record (including the audio recording and case document) will only be held by the RFL as long as is necessary.

### **3.4 Burden and Standard of Proof**

The applicant shall have the burden of establishing his case. The standard of proof shall be whether the applicant has established his case to the reasonable satisfaction of the IET, with due regard given to the seriousness of the matter. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt.

The IET shall decide on any issue by a majority, and if the IET fails to reach a majority decision on any issue, the decision of the Chairperson of the IET shall be final.

### **3.5 Decisions**

The decision of the IET shall usually be delivered verbally to the parties, however it may be necessary for the IET to reserve judgment. Either way, the decision shall ordinarily be issued to the parties within 48 hours of the hearing and the IET shall provide the written reasons on which such decision was based within 14 days of the hearing.

If the IET does not consider that it can reach a decision on the evidence before it, it may adjourn the hearing.

### **3.6 Fees**

3.6.1 No fees shall be payable prior to the hearing by either party.

3.6.2 In the event where the Club is the Applicant and its claim is unsuccessful or where the Club is the Respondent and the claim against them is successful, the fees as set out below shall automatically apply, save where in exceptional circumstances the Chairman determines that this is not appropriate.

3.6.3 In the event where the Player is the Applicant and its claim is unsuccessful or where the Player is the Respondent and the claim against them is successful, a fee will not normally be payable, however if the IET consider that the case brought, or the defence

used was frivolous or vexatious the IET shall impose a fee as set out below:

	Type A	Type B
<b>Individual</b>	£125	£250
<b>Club</b>	£250	£500

### 3.7 Costs

The IET have the discretion to award the costs associated with the IET, in whatever proportion they deem appropriate regardless of the final determination of the case. This may apply even where the claim is withdrawn before final determination. Each party shall bear its own costs.

### 3.8 Publicity

The RFL may make public the fact that a hearing has been scheduled to hear a case, and the outcome of any such hearing, if it believes it to be appropriate in the circumstances.

## 4 APPEALS

### 4.1 Rights of Appeal

#### **Both the Applicant and Respondent have a right of appeal**

Appeals must be lodged within 14 days of the receipt of the written decision and must be made in writing to the Operations department and must clearly set out the grounds for appeal and the remedy sought.

The only grounds for appeal are that the IET:

- came to a decision to which no reasonable body could have come; or
- made an error of law in reaching its decision; or
- failed to act fairly in a procedural sense; or
- the sanction imposed was so excessive as to be unreasonable.

Appeal hearings will be conducted by way of review only, except in exceptional circumstances where an application to present new evidence has been accepted. Such applications are to be considered by the Appeal Chairman and must be submitted no later than 7 days prior to the appeal hearing. Any application to present new evidence must demonstrate that the evidence is relevant and was not available at the original hearing.

### 4.2 Appeal process

4.2.1 Appeals will be heard by an Independent Employment Appeals Tribunal (IEAT) which is comprised of a Chairman who will usually be a current or former senior employment solicitor, barrister, judge or chairman, and two side members taken from the Operational Rules Tribunal Panel.

The quorum shall be two members (including the Chair). The hearing shall follow the procedure set out in section 3.3. Save as required to reflect the limited grounds of review set in section 4.1 and that appeal hearings will be conducted by way of review only.

4.2.2 No individual who was part of the original Panel will be part of the IET panel.

**4.3 Appeal fees**

4.3.1 No fees shall be payable prior to the appeal hearing by either party.

4.3.2 In the event where the Club is the Appellant and its appeal is unsuccessful or where the Club is the Respondent and the appeal is successful, the fees as set out below shall automatically apply, save where in exceptional circumstances the Chairman determines that this is not appropriate.

4.3.3 In the event where the Player is the Appellant and its appeal is unsuccessful or where the Player is the Respondent and the appeal is successful, a fee will not normally be payable, however if the IET consider that the case brought, or the defence used was frivolous or vexatious the IET shall impose a fee as set out below:

	Type A	Type B
<b>Individual</b>	£250	£500
<b>Club</b>	£500	£1000

**4.4 Burden and Standard of Proof**

The appellant shall have the burden of establishing his case. The standard of proof shall be whether the appellant has established his case to the reasonable satisfaction of the IEAT, with due regard given to the seriousness of the matter. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt.

The IEAT shall decide on any issue by a majority, and if the IEAT fails to reach a majority decision on any issue, the decision of the chairperson of the IEAT shall be final.

**4.5 Decisions**

The decision of the IEAT shall usually be delivered verbally to the parties, however it may be necessary for the IEAT to reserve judgment. Either way, the decision shall ordinarily be issued to the parties within 48 hours of the hearing and the IEAT shall provide the written reasons on which such decision was based within 14 days of the hearing.

If the IEAT does not consider that it can reach a decision on the evidence before it, it may adjourn the hearing.

All decisions and/or awards of the IEAT shall be final and binding on the parties and on any party claiming through or under them, and the parties agree, by submitting to arbitration to waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, subject to any applicable statutory or other rights.

**4.6 Costs**

The IEAT have the discretion to award the costs associated with the IEAT, in whatever proportion they deem appropriate regardless of the final determination of the case. This may apply even where the claim is withdrawn before final determination. Each party shall bear its own costs.

**APPENDICES**

**PLAYER WELFARE  
AND MEDICAL**

**PLAYER WELFARE AND MEDICAL**



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**i. SCOPE OF MEDICAL STANDARDS**

The purpose of these Regulations is to protect the health and well-being of players associated with professional Clubs, including those participating the Women's Super League Academy U19 competitions. These Regulations are to be interpreted and applied by reference to and in a manner that advances this purpose and when an issue arises that is not expressly provided for in these Regulations the interpretation and application shall be consistent with the purpose of these Regulations.

To assist with the delivery of these regulations, CPD sessions will be delivered approximately 3 times a year for Medical Staff. These will be hosted both online and in person and cover topics relevant to the sport. Club staff are expected to attend in line with the levels set out in these Medical Standards.

The Medical Standards is a RFL Policy which is binding on all Persons Subject to the Operational Rules – failure to adhere to these standards will be deemed misconduct and may result in compliance action.

The medical information contained is a minimum standard. It is not a substitute for medical and clinical Best Practice. The RFL does not warrant that information provided will meet the health or medical requirements of each individual case. Medical practitioners should use their knowledge and experience to ensure that they fulfil their duty of care to a player. The listed areas of these medical standards set out are for guidance purposes, they are not a substitute for the Operational Rules.

The RFL have support for the Medical function within the Professional Game. Please contact [medical@rfl.co.uk](mailto:medical@rfl.co.uk) and your email will be forwarded on to the relevant person. For specific queries regarding IMMOFP please contact:

Rhianna Burke           IMMOFP Support  
immofp@rfl.co.uk  
M: 07515 753744

**ii. NOTE ON TERMINOLOGY**

In these Medical Standards where the following terminology is used next to each sub heading e.g. A1, B2 it applies to the whole of that sub heading e.g. A1.1, A1.a etc.

**BEST PRACTICE** - recommended for all clubs subject to resources available.

**FOR INFORMATION ONLY** - no action required.

**FULL TIME CLUB** – for the purposes of these Medical Standards a Full Time Club is one which is not playing in Super League but has budgeted to spend (or is spending) £750,000 or more on players' contracts for the applicable season.

**MANDATORY** - required under the RFL Operational Rules and failure to comply constitutes Misconduct.

**MISCONDUCT** - means either On Field Misconduct or Off Field Misconduct as defined in the Tier 1-3 Operational Rules. The Compliance Manager has discretion to determine whether a matter is On Field Misconduct or Off Field Misconduct.

iii. **STANDARDS OF CONDUCT**

All members of registered Club Medical Staff are bound by the Operational Rules, which include (and aren't limited to);

Medical Standards  
Safeguarding Policy  
Adults at Risk Policy  
RESPECT Policy  
Betting Policy  
Social Media policy  
Anti-Doping Regulations  
Social & Non-Prescribed Prescription Drugs Policy  
Super League, Championship and League 1 Code of Conduct Policy  
Overseas Travel Code of Conduct  
Match Day Operations Manual  
Betting & Related Activity Code of Conduct  
Equity Statement  
Welfare Policy

Failure to comply with Mandatory elements of these Policies constitutes Misconduct under section D1 of the Operational Rules.

Standards of behaviour are expected to fall within those set out within the Operational Rules and also within your Professional Code of ethical standards of work within Rugby League as required to under professional standards. For the avoidance of doubt, this includes conduct with other personnel (Club, Match Officials, The RFL or Broadcast partners).

Should any member of Medical Staff be abused or approached inappropriately regarding medical decisions, please ensure this is reported quickly with as much information as possible to [compliance@rfl.uk.com](mailto:compliance@rfl.uk.com)

## SECTION A

### MEDICAL PERSONNEL

In line with GMC updated guidance 'Helping in Emergencies: You must offer help in an emergency, taking account of your own safety, your competence, and the availability of other options for care.

#### A1 MEDICAL STAFF REGISTRATION WITH THE RFL - MANDATORY

All Medical Staff working (or volunteering) at Clubs (including those providing locum cover at short notice) who are, or may be, involved in giving treatment or advice to Players within a professional Club environment (training and/or match days) must be registered with the RFL (on a Clubs GameDay account with qualifications and contact details to be included).

It is mandated that Clubs must:

- Undertake thorough and appropriate checks to ensure their team of correctly qualified and registered medical staff present at all home and away fixtures (in line with the table below), with appropriate medical indemnity for the roles undertaken; and
- Ensure that correctly qualified and registered medical staff are available for all fixtures and training sessions held by the Club; and
- Ensure Medical Staff have the required RFL Safeguarding qualifications. Please note L3 Adult & Child Safeguarding is not transferrable. In the absence of the appropriate qualifications a chaperone with the appropriate qualifications is present, as necessary please see the Qualification tables in the Operational Rules and the Safeguarding Policy for details.

#### A2 DEFINITIONS OF MEDICAL STAFF TERMS USED IN THESE STANDARDS

##### DEFINITIONS

Doctor	<p><b>A Doctor must:</b></p> <ul style="list-style-type: none"> <li>• be fully registered with the General Medical Council (GMC) and is not subject to investigation or restriction on practice (i.e. suspension). Individuals must continue to meet revalidation requirements</li> <li>• have evidence of 24 months or more of clinical experience post-graduation from their medical degree. (Must have completed foundation training or equivalent).</li> <li>• be a medical doctor with relevant clinical experience such as Emergency care and/or Sports &amp; Exercise Medicine.</li> <li>• Possess the appropriate indemnity insurance for working in Professional sport</li> <li>• hold a Level 3 Pre-hospital Immediate Care in Sport Course (IMMOFP or Equivalent)*</li> </ul> <p><i>It is Best Practice to hold a Postgraduate Diploma or MSc in Sports Medicine or equivalent</i></p>
Physiotherapist	<p><b>A physiotherapist must:</b></p> <ul style="list-style-type: none"> <li>• hold a degree in physiotherapy</li> <li>• registered with Health and Care Professions Council (HCPC) and the Chartered Society of Physiotherapists (CSP) and is not subject</li> </ul>

	<p>to investigation or restrictions to practice (i.e., suspension). Individuals must continue to meet revalidation requirements</p> <ul style="list-style-type: none"> <li>hold a Level 3 Pre-hospital Immediate Care in Sport Course (IMMOFP, i-IMMOFP (where appropriate) or Equivalent)*.</li> </ul>
<p>Paramedic</p> <p>Or alternative, see notes*</p>	<p><b>Clubs must apply for permission from the RFL. Individual applications will be considered by the Chief Medical Officer (CMO) and IMMOFP Course lead whose decision is final.</b></p> <p>A Paramedic may only be used as set out below;</p> <p><b>A Paramedic must:</b></p> <ul style="list-style-type: none"> <li>hold a BSc or Higher National Diploma (HND) or a Foundation degree in Paramedic Science</li> <li>registered with the HCPC. Individuals must meet revalidation requirements.</li> <li>not be under investigation or restricted practice (i.e., suspension)</li> <li>have evidence of 24 months or more experience in an acute setting</li> <li>Possess the appropriate indemnity insurance for working in Professional sport</li> <li>hold a Level 3 Pre-hospital Immediate Care in Sport Course (IMMOFP or Equivalent)*.</li> </ul> <p><u><a href="#">*An advanced clinical practitioner (ACP) who is Royal College of Emergency Medicine: Emergency Medicine credentialed, actively working in an NHS Emergency department and registered with the HCPC, with appropriate indemnity, with 24 months acute experience in that capacity and holding IMMOFP or equivalent may also be considered as an alternative to a paramedic through CMO dispensation.</a></u></p>
<p>Sports Therapist</p>	<p><b>In order to apply for IMMOFP for the first time a Sports Therapist who holds no existing or recently expired equivalent qualification (within 12 months) must:</b></p> <p>- hold a qualification of i-IMMOFP, ITMMiF L4 (Football Association Qualification) or PHICIS L2 (Rugby Football Union Qualification) and</p> <p>- must have worked under supervision by a Physiotherapist for one year's full time (or two part time) in a professional or lottery funded environment, before working independently.</p> <p><b>NB. Holding only i-IMMOFP, ITMMiF L4 or PHICIS L2 qualification does not permit a Sports Therapist to provide on field medical game cover where IMMOFP is expressed as the required minimum level of qualification.</b></p> <p><b>A graduate Sports Therapist must:</b></p> <ul style="list-style-type: none"> <li>hold a BSc in Sports Therapy</li> <li>Be registered as a member with a professional body such as Society of Sports Therapists or Sports Therapy Association or Sports Therapy Organisation . Individuals must meet the relevant revalidation requirements.</li> <li>not be under investigation or restricted practice i.e. suspension</li> </ul>

	<ul style="list-style-type: none"> <li>• have any relevant professional indemnity insurance for work in Professional sport</li> <li>• hold a Level 3 Pre-hospital Immediate Care in Sport Course (IMMOFP or i-IMMOFP (or Equivalents*)) (as required by Competition).</li> </ul>
Sports Rehabilitator	<p><b>In order to apply for IMMOFP for the first time a Sports Rehabilitator who holds no existing or recently expired equivalent qualification (within 12 months) must:</b></p> <p>- hold a qualification of i-IMMOFP, ITMMiF L4 (Football Association Qualification) or PHICIS L2 (Rugby Football Union Qualification) and</p> <p>- must be supervised by a Physiotherapist for one year's full time (or two part time) experience in a professional or lottery funded environment.</p> <p><b>NB. Holding only i-IMMOFP, ITMMiF L4 or PHICIS L2 qualification does not permit a Sports Rehabilitator to provide on field medical game cover where IMMOFP is expressed as the required minimum level of qualification.</b></p> <p><b>A graduate Sports Rehabilitator must:</b></p> <ul style="list-style-type: none"> <li>• hold a BSc Sports Rehabilitation</li> <li>• be a member of British Association of Sport Rehabilitators (BASRAT). Individuals must meet the required revalidation requirements.</li> <li>• have any relevant professional indemnity insurance for work in Professional sport</li> <li>• hold a Level 3 Pre-hospital Immediate Care in Sport Course (IMMOFP or i-IMMOFP (or Equivalents*)) (as required by Competition).</li> </ul>
Qualified First Aider	<p><b>A Qualified First Aider must:</b></p> <ul style="list-style-type: none"> <li>• have a current Emergency First Aid in Sport Level 3 or equivalent qualification.</li> </ul>
<p><b>* IMMOFP ALTERNATIVE QUALIFICATIONS/COURSES</b></p> <p>IMMOFP is a Royal College of Surgeons of Edinburgh (RCSEd) faculty of prehospital care endorsed course and part of the Cross Recognition of Emergency Care Courses in Sport Agreement. iIMMOFP RCSEd endorsement is in process. Only endorsed courses listed as advertised by the <a href="#">joint statement</a> released by the Faculty of Sports and Exercise Medicine (FSEM), Faculty of Pre-Hospital Care (FPHC) and British Association of Sports and Exercise Medicine will be accepted as equivalent.</p> <p>For the avoidance of doubt, this includes:</p> <ul style="list-style-type: none"> <li>• Pre-Hospital Immediate Care in Sport (PHICIS L3) (NB if this accreditation is used the IMMOFP refresher must be completed in line with IMMOFP refresher cycles.)</li> <li>• Medical Cardiac &amp; Pitch Side Skills (SCRUMCAPS)</li> <li>• Advanced Trauma Medical Management in Football (ATMMiF)</li> </ul> <p>Any Doctor or Physiotherapist who has successfully completed an equivalent approved course must provide certification to their relevant clubs for their records. On approach of the expiry of the alternative qualification, they must complete an IMMOFP course, or renew the other relevant alternative qualification</p>	

For i-IMMOFP permitted equivalent qualifications are ITMMIF L4 or PHICIS L2. It is strongly recommended that the next qualification is i-IMMOFP or IMMOFP, and the individual follows the refresher programme as per Appendix 1.

**NB:**

- **In these Medical Standards the phrase “Physiotherapist or Equivalent” is used to represent Physiotherapists, Sports Therapists and Sports Rehabilitators in a context which applies to all three roles. Where the context is role specific the individual role is identified.**

### **A3 IMMEDIATE MEDICAL MANAGEMENT ON THE FIELD OF PLAY AND INTERMEDIATE MEDICAL MANAGEMENT ON THE FIELD OF PLAY**

#### **IMMOFP© AND I-IMMOFP© - MANDATORY**

Save as otherwise provided in these Medical Standards it is mandatory for those medical personnel entering the field of play to hold a current IMMOFP or an i-IMMOFP qualification (or Equivalent) as per relevant competition. These persons must be qualified as a Doctor, Paramedic or Physiotherapist or Equivalent as set out in the table at A2. (See Appendix 1 for more details on IMMOFP). Doctors and Physiotherapists have a three-month grace period to obtain or be booked onto the next available course to gain an IMMOFP (or Equivalent) qualification.

The introduction of the i-IMMOFP course and adaptation of the required qualifications across different competitions in 2024 is aimed towards newly qualified Physiotherapists, Sports Therapists and Rehabilitators. This provides invaluable experience within Rugby League environments with a view to confidently upskilling to full IMMOFP over time, without compromising care to athletes. The i-IMMOFP course encompasses the bulk of the IMMOFP course without teaching the drug giving element of the course. For this reason, these Medical Standards set out there must always be an IMMOFP lead at all matches to provide this care and expertise. The table sets out below which qualification is required for Physiotherapists or Equivalents within each competition.

**It is the Clubs responsibility to ensure that each member of Medical Staff understands their role, in with these Medical Standards, and does not act beyond the scope of their capabilities and does not enter the field of play without the appropriate IMMOFP/i-IMMOFP or Equivalent qualifications. Failure to do so is Misconduct and will be referred to Compliance.**

### **A4 MEDICAL STAFF ATTENDANCE AT MATCHES & TRAINING - MANDATORY**

#### **MATCHES - MANDATORY**

For matches, at all levels,

- The Doctor, and Physiotherapist or Equivalent must be present in the dressing room area at least one hour prior to kick off
- Must remain for at least 30 minutes following the end of the match.
- Where the away team does not have a Doctor present, the Home club's Doctor must check with the away team Physio or Equivalent to confirm that their services are not required before leaving the dressing room area and venue
- Match Officials must be treated by the home team medical team if required. This must be provided without delay in an emergency situation.
- Where players travel independently to matches (home and away) and training please consider this (in the event of any injury, including concussion) and note within the Clubs Emergency Action Plan.

The responsibility to ensure the requirements above are communicated to the Doctor (including any locum Doctors) lies with the Club.

#### **A5 MATCH DAY RULES & RESPONSIBILITIES RELATING TO MEDICAL STAFF**

##### **A5a PHYSIOTHERAPIST(S), SPORTS THERAPISTS & SPORTS REHABILITATORS**

- Must wear an orange top.
- Check all mandatory medical equipment is in good working order and in date
- Is allowed unlimited access to the playing field to assess or treat injured players.
- Must go directly to the player concerned and in instances of severe injury may indicate to the referee that the game should be stopped. Is not allowed to pass on tactical messages at any time.
- Must enter and leave the field as quickly as possible (i.e. running).
- Must not remain on the field in anticipation of delivery of treatment. Once treatments/checks have been administered the physio must leave the field of play immediately.
- Is not allowed to be involved in the on-field interchange process save that when he/she goes onto treat a player they can bring that player off i.e. escort them to the touch line - they cannot have any further involvement in the interchange process.
- May track play on the touch-line closer to the benches and where there are two physios one may track on the far side of the pitch
- May use a communication system which may be checked by appointed personnel from time to time, within the match.

##### **A5b DOCTOR(S) & PARAMEDICS (Paramedic, only as 2<sup>nd</sup> Clinician i.e. the alternative to a 2<sup>nd</sup> Doctor )**

- Must wear a red top.
- Has the final check of all mandatory medical equipment on matchday to ensure that it is in good working order and in date

- Enter the field of play when they are medically required to do so using their clinical judgement.
- Match Officials will call 'Time Off' upon sight of the Doctor or Paramedic entering the field of play.
- May use a communication system which may be checked by appointed personnel from time to time, within the match.

#### **A5c GENERAL**

- The Doctor or Paramedic and Physiotherapist or Equivalent(s) shall enter the pitch only from the designated technical area or bench or from the far touchline position where tracking play as the second physio (if applicable) and shall return to that area after coming from the pitch. They shall always be subject to the control of the Match Commissioner (where appointed) and Match Officials, and compliant with the Match Day Operations Manual C9.4
- Doctor or Paramedic and Physiotherapist or Equivalents must be located within the bench area other than when carrying out their official duties.
- NB touch judges, ball crew and camera operatives all have right of way, and it is the responsibility of the medical staff to ensure that there is not a collision.
- The Doctor or Paramedic and Physiotherapist or Equivalent(s) shall ensure that they refrain from involving themselves in any conflict between players and shall ensure that they refrain from making comments to opposition players.
- Persons entering the field of play must not make comments to match officials about their performance or decisions.
- Medical staff should arrive at the game no later than one hour prior to kick-off.
- Doctor or Paramedic need to be aware of their Duty of Care to players with regards to allowing a potentially seriously injured player to travel home unaccompanied following any match.
- All members of the Medical team (both home and away) must read, and fully understand all points in the medical Emergency Action Plan (EAP)
- If a medical team feel that, as a result of dealing with a serious injury, that the match should not continue until they are comfortable with the health of the player(s) concerned must communicate this clearly to the referee and/or match commissioner (when appointed). They must also communicate with the Referee and/or Match Commissioner when the match is safe to resume.
- Doctors or Equivalents must ensure that there is a Pre-Match Briefing for all team medical staff on duty at a match, which should take place as soon as practicably possible after arrival of the away team, approximately an hour before kick off. If a Match Commissioner is present they are welcome to attend the briefing, however, this is not mandatory. See section B9.

#### **A5d TREATMENT ON THE PITCH, TOUCH-LINE OR BENCH**

Medical staff should be aware that, other than in an emergency situation, medical procedures should not be carried out in public (see Section F1a about stitching).

In addition, if it is necessary to administer supplements or other alternative treatments during a match then a dual chamber container or other suitable container should be used. It is not acceptable to use a syringe.

**A5e COMMUNICATIONS EQUIPMENT FOR MEDICAL STAFF – BEST PRACTICE**

It is considered Best Practice, at all levels, for Doctors and Physiotherapists or Equivalents to communicate by electronic communications equipment subject to the conditions set out below. Any breach of such conditions shall be Misconduct.

- (i) The medical staff must use a different set of radios to the coaching staff and operate on a wavelength to which the coaching staff do not have access. This is to ensure that: (i) the medical radios are not used to communicate messages from the coaching staff or perceived to be used for that purpose; and (ii) the wavelength is not blocked as this could lead to vital medical communications failing.
- (ii) No member of coaching staff shall use medical staff communications equipment in any circumstances.
- (iii) The medical staff equipment must be clearly marked either by using green handsets (where possible) or by using green tape to identify the equipment.
- (iv) Match Commissioners or where no Match Commissioner is appointed to a game, the Referee, shall be entitled to check both the medical staff and coaching staff communications equipment before, during and after matches
- (v) Clubs are under no obligations to use medical staff communications equipment and when using it are responsible for ensuring a manual back up system if the equipment fails or the signal at the ground is insufficient for reliable communication (which should be checked before every game).

**A5f** The table below lists the Mandatory Medical Staff Requirements for each competition playing home and away games, and on training days.

<b>Competition</b>	<b>Match Day Home Games – Mandatory</b>	<b>Match Day Away Games – Mandatory</b>	<b>Training Sessions *</b>
<b>Men's Super League</b>	<ul style="list-style-type: none"> <li>- Doctor (IMMOFP)</li> <li>- Second Doctor or Paramedic** (IMMOFP)</li> <li>- Lead Physiotherapist (IMMOFP)</li> <li>- Second Physiotherapist or Equivalent (IMMOFP Best Practice or i-IMMOFP)</li> </ul>	<ul style="list-style-type: none"> <li>- Doctor (IMMOFP)</li> <li>- Second Doctor or Paramedic** (best practice) (IMMOFP)</li> <li>- Lead Physiotherapist (IMMOFP)</li> <li>- Second Physiotherapist or Equivalent (IMMOFP Best Practice or i-IMMOFP)</li> <li>- An IMMOFP trained member of staff must travel with the players on the return journey in case of delayed concussion or other injuries/medical emergencies.</li> </ul>	<ul style="list-style-type: none"> <li>- IMMOFP Qualified Physiotherapist(s) or Equivalent</li> <li>- Ratio of 1 Medical Staff present to 13 Players at all times (Best Practice)</li> </ul>
<b>Full Time Championship &amp; League 1 Clubs,</b>	<ul style="list-style-type: none"> <li>- Doctor (IMMOFP)</li> <li>- Lead Physiotherapist (IMMOFP)</li> <li>- Second Physiotherapist or Equivalent (Best Practice) (i-IMMOFP)</li> </ul>	<ul style="list-style-type: none"> <li>- Doctor (IMMOFP)</li> <li>- Physiotherapist or Equivalent (IMMOFP)</li> <li>- Second Physiotherapist (Best Practice) (i-IMMOFP)</li> <li>- An IMMOFP trained member of staff must travel with the players on the return journey in case of delayed concussion or other injuries/medical emergencies.</li> </ul>	<ul style="list-style-type: none"> <li>- IMMOFP Qualified Physiotherapist(s) or Equivalent</li> </ul>
<b>Academy U18 &amp; Reserves</b>	<ul style="list-style-type: none"> <li>- Doctor (IMMOFP)</li> <li>- Physiotherapist or Equivalent (IMMOFP)</li> <li>- Second Physiotherapist or Equivalent (Best Practice) (i-IMMOFP)</li> </ul>	<ul style="list-style-type: none"> <li>- Physiotherapist or Equivalent (IMMOFP)</li> <li>- Second Physiotherapist (Best Practice) (i-IMMOFP)</li> <li>- An IMMOFP trained member of staff must travel with the players on the return journey in case of delayed concussion or other injuries/medical emergencies.</li> </ul>	<ul style="list-style-type: none"> <li>- IMMOFP Qualified Physiotherapist(s) or Equivalent</li> </ul>
<b>Championship Clubs (other)</b>	<ul style="list-style-type: none"> <li>- Doctor (IMMOFP)</li> </ul>	<ul style="list-style-type: none"> <li>- Physiotherapist or Equivalent (IMMOFP)</li> </ul>	<ul style="list-style-type: none"> <li>- i-IMMOFP Qualified Physiotherapist or Equivalent</li> </ul>

Competition	Match Day Home Games – Mandatory	Match Day Away Games – Mandatory	Training Sessions *
than full time clubs), WSL* *For Super League Clubs who run a Championship Women's side it is Best Practice to operate under these standards also	- Physiotherapist or Equivalent (IMMOFP)	- An IMMOFP trained member of staff must travel with the players on the return journey in case of delayed concussion or other injuries/medical emergencies.	
League 1 Clubs (other than full time clubs), WSL U19 and Scholarship Requirements	- Doctor (IMMOFP) - Physiotherapist or Equivalent (i-IMMOFP as a minimum)	- Physiotherapist or Equivalent (i-IMMOFP as a minimum) - An i-IMMOFP trained member of staff or where dispensation is granted by the CMO, a L3 Qualified First Aider. - An i-IMMOFP trained member of staff must travel with the players on the return journey in case of delayed concussion or other injuries/medical emergencies.	- I-IMMOFP Qualified Physiotherapist or Equivalent– Best Practice with a current IMMOFP qualification or - Qualified First Aider – Mandatory with a minimum Level 3 qualification.  NB: The qualified First Aider must be registered with the RFL on GameDay.
<p>* Clubs must ensure mandatory staffing levels are considered with particular emphasis when dual training sites are used simultaneously.</p> <p><b>** Where a Paramedic acts in place of a Second Doctor then they are only permitted to undertake roles that are covered under their insurance policy and must NOT undertake any Head Injury Assessments.</b></p> <p><b>Dispensation requests</b> In exceptional circumstances the CMO can consider requests for dispensation to a Club where it may fail to meet the mandatory medical staffing requirements. These requests will be considered on an individual basis and will be time limited, therefore, it should be remembered by Clubs that this is not a long-term solution to staffing issues. Each Club may only request dispensation on 3 separate occasions during a Season, further requests maybe referred to Compliance.</p>			

**A6 URGENT MEDICAL COVER SITUATIONS AT MATCHES – FOR INFORMATION ONLY**

In the event a club has difficulty due to unavailability of a Doctor or Paramedic (where permitted) or Physiotherapist or Equivalent to cover one of its games, and has exhausted all possible options, it may email [medical@rfl.co.uk](mailto:medical@rfl.co.uk) no later than 7 days in advance of the match. An email will be sent to all IMMOFP qualified personnel requesting assistance (locum cover) on behalf of a club.

**When requesting cover Clubs must ensure they provide the following information:**

Professional required (Doctor or Physio);  
Date & level of fixture, i.e. First Team, Under 18s etc.;  
Venue;  
Kick off time;  
Point of contact at the Club requesting cover  
Fee payable

**For the avoidance of doubt, it is the responsibility of the Club to source and provide appropriate medical cover as set out in these Standards.**

In the event that an appropriately qualified Doctor or Physiotherapist or Equivalent replacement cannot be found by a Club to cover a Match, a Doctor or Physiotherapist who has not successfully completed any of the courses listed in the table at A2 can be used subject to the following conditions. NB The following does not apply to Paramedics, Sports Therapists or Sports Rehabilitators as per A2:

In the event of not having a valid Pre-hospital Immediate Care in Sport Course (IMMOFP or Equivalent) the following must occur:

1. Completion of a IMMOFP course registration
2. GMC Certificate or screenshot of GMC registration from website, demonstrating at least 12 months since full registration
3. CV
4. Evidence of degree qualifications
5. Evidence of Medical indemnity insurance cover for working in sport
6. Confirmation by signed documentation that these Medical Standards have been read and the individual fully understand the role they are undertaking and will apply these Medical Standards with particular emphasis on the concussion protocols. Any Club or locum medical cover who has not read these Standards or is not comfortable in delivering them must not sign them or proceed with supplying cover.

All of the above must be supplied in advance of the match in question (at least 24 hours in advance of kick off).

Dispensation requests of this nature will cease to be considered 24 hours in advance of the kick off (unless in exceptional circumstances as determined by the RFL CMO).

Dispensation requests (unless in the event of exceptional circumstances to be considered by the CMO) are limited to cover one fixture/training session ONLY – the dispensation granted does not extend beyond the fixture or training session applied for. Requests will be capped at 3 requests per Season to ensure Clubs have adequate resource ahead of the season commencing.

## **A7 MEDICAL DUTIES**

- All Clubs must fulfil the following mandated areas relating to all Club related activity. It is the Clubs responsibility to manage and delegate this as appropriate within their Club. Ensure that there is an up-to-date Medical Emergency Action Plan (EAP) in place see section B5.
- Be responsible for ensuring that all Mandatory Medical Equipment is stocked, in date and in good working order. MME should be available to cover all relevant internal teams for training sessions (including split sites) as well as matches home and away (where required as per Section A5 g)
- Ensure there is medical provisions at times outside of match days, and a Doctor to be available to attend at least one training session per week (Mandatory for SL clubs, Best practice for all other clubs) to provide to advice and/or treatment to players as required. Such as to provide support during the concussion Graduated Return to Play (GRTP) process, provide assessment and treatment to players with illnesses and injuries (whilst avoiding where clinically viable the use of addictive prescription medication and ensuring compliance with the Therapeutic Use Exemption process if treatment with a Prohibited Substance is necessary).
- 
- Ensure the club operates good clinical governance systems, this includes electronic contemporaneous records of all contacts by club's health care professionals including consultation, assessment, treatments given and interventions made during matches and at training sessions in line with medical confidentiality and General Data Protection Regulation (GDPR).
- Comply with the RFL concussion Protocols and reporting requirement as set out in these Medical Standards.
- Provide all First Team, Reserves, Academies and Scholarship players with an annual pre-season medical screening.
- Ensure coaching and support staff are appropriately trained to assist with extrication and any additional ancillary support in emergency medical situations.
- Co-operate with the RFL and any research partners regarding research projects, reporting of serious injuries and any relevant investigation or inquiries into clinical care delivery.
- Facilitate referrals for players to secondary/tertiary care where appropriate including mental health providers.
- Keep up to date with knowledge and skills required for working with elite athletes, including attendance at RFL CPD events.

- Inform Players to register at their own GP to provide medical care outside of the Club. The Doctor should support overseas players and their families with this.

It is not the responsibility of Medical Staff to ensure that players have appropriate medical cover to suit their demands and needs. However, it is Best Practice for the Club CEO to discuss with players what provision they have in place and refer them to the Club for them to assist with understanding of the Private Medical Cover or equivalent that they may have in place via the Club, so they can make informed choices on taking out additional insurance cover.

## **A8 MEDICAL TREATMENT – TEAMS TRAVELLING TO FRANCE – FOR INFORMATION ONLY**

### **A8a MEDICAL TREATMENT IN FRANCE**

For matches in France all eligible players should obtain a European Health Insurance Card or Global Health Insurance Card (EHIC/GHIC) before travel.

The RFL has an insurance policy in place to provide emergency medical treatment for players injured whilst playing away matches abroad. Full details are circulated by the Professional Game Delivery Team on an annual basis and medical staff should ensure they are aware of the Policy details and contact numbers before travel. In addition, the RFL's travel agents will, on request, make emergency travel arrangements required due to an injury. Medical staff should make sure that they have the travel agents' emergency contact details.

RFL Insurance contact:  
Rob Graham 07595 086874

### **MME FOR TRAVEL TO FRANCE**

It is the responsibility of the travelling team to France to ensure that they have the required MME for all arranged training and fixtures. Please note, teams will need to liaise with their airline carrier in respect to airline regulations in advance of travel to ensure all equipment (specifically oxygen, drugs and AED) are permitted on the aircraft.

In relation to the Championship, Toulouse Olympique may be able to offer support with MME for travelling teams. If a club requires their MME to be supported by Toulouse, it is the away teams responsible for liaising with Toulouse at least 7 days prior to any planned travel to France to check availability. Please liaise with the medical department at the RFL to contact the relevant person at Toulouse.

Whilst Toulouse Olympique have an agreement in place to supply, where available, certain items for visiting teams there is no such agreement in place with

Catalans Dragons and visiting clubs must ensure they are fully self-sufficient for these trips. **A8b MEDICO-LEGAL ISSUES**

It is advised that medical staff should consult their regulatory bodies and indemnity providers to understand any legal implications of travelling to France with a Rugby League team and any obligations under French law.

**SECTION B****ETHICS, GOVERNANCE, PLANNING, INFORMATION & DATA****B1 MEDICAL NOTE KEEPING, RFL OFFICIAL RESEARCH AND INJURY AUDIT - MANDATORY**

Medical Staff are expected to follow their professional and legal obligations with respect to medical record keeping. Clear, contemporaneous record keeping underpins the Club's clinical governance arrangements and such records should usually be electronic, encrypted and secure.

Medical staff should make a note of any Player who has received medical care or advice in any way whatsoever and retain such notes in line with their Professional Body (E.g., GMC for Doctors) recommendations. This includes those medical staff providing ad-hoc match cover. Medical staff leaving a club or providing ad-hoc cover are responsible for ensuring that a copy of the relevant notes is provided to colleagues on departure and kept for the statutory period. For the avoidance of doubt, the notes shall remain subject to the rules of medical confidentiality save as set out in the standard Player Contract or as required by the RFL Operational Rules or the Injury Audit or as required by the Concussion Regulations contained in these Medical Standards or in the cases of Blood Borne Diseases as set out in sections F1 and F2.

The RFL in conjunction with Leeds Beckett University (LBU) and other official research partners will notify Clubs of all RFL endorsed research projects. It is mandatory to engage in these RFL endorsed projects. This will apply to all Professional Clubs and Teams associated as directed, expected to include

all Super League first teams, Reserves, Academy and WSL First teams. Research projects shall include but are not limited to The RFL Injury Audit (run in conjunction with the Leeds Beckett University (LBU)). Clubs are responsible for ensuring a suitably qualified member of the medical staff completes the audit accurately and in a timely manner. Failure to adhere will result in sanction as set out in the Operational Rules.

The club should ensure it has appropriate policies, procedures and audit processes to ensure good governance of all medical staff and medical services that are carried out.**B2**

**SHARING INFORMATION - MANDATORY**

In the case of matches where the Away Team Doctor is not in attendance (relevant Part Time Championship, Part Time League 1, WSL, Reserves, Academies, or Scholarship) it is the responsibility of the Player's 'Parent Club' Medical team to provide relevant medical information, medication, or equipment and SCAT6 baselines to the Home medical staff.

**B3 SHARING INFORMATION - DUAL REGISTERED /LOAN PLAYERS - MANDATORY**

Club medical staff at both Clubs must liaise and share information as appropriate and in line with medical professional standards and any protocols published by the RFL from

time to time to ensure the best care for the player see F10. It is important to consider in the event of concussion who will have responsibility for managing the GRTP.

**B4 REPORTING DEATH OR SERIOUS INJURY - MANDATORY**

When a player has died or suffers a life threatening or catastrophic injury the RFL should be notified immediately using the emergency numbers provided below: -

The information does not necessarily need to be provided by a Doctor and the information required does not breach any medical confidentiality.

**RFL CONTACTS**

- Robert Hicks – 07710 009244
- Kelly Barrett - 07739 819750 (for Community Game only)

Please make sure the RFL is provided with the name of the player, where possible contact details for the player's family and any initial prognosis.

The RFL will:

- 1) Inform the Benevolent Fund who may provide emotional and financial support to the player and their family.
- 2) Provide emotional support for those involved where required.
- 3) Handle any enquiries from the media in conjunction with the club, family and other relevant parties as appropriate
- 4) Inform the RFL's insurance brokers where relevant.

**B5 MEDICAL EMERGENCY ACTION PLAN- MANDATORY**

All clubs must ensure a written Medical Emergency Action Plan (EAP) for both matches and training. This should consider arrangements for all grounds and training facilities used by the club, which includes all potential clinical scenarios. The EAP should be shared with all medical staff at the club. It is best practice to pre-agree this with your local ambulance authority and share with match day paramedic teams.

This should include as a minimum, but not limited to, the following:

- Effective means of communication with emergency services.
- Sound knowledge of additional medical persons at ground.
- Detailed knowledge of treatment room facilities.
- Correct postcode for access to the venue to ensure that emergency services come to the correct entrance to gain admission to the appropriate area. Consider using WhatThreeWords for accuracy.
- Details of local Emergency departments including relevant specialist departments
- Arrangements for transporting injured players both at matches, post-match, and at training including ensuring that concussed players do not drive home
- Arrangements for notifying next of kin
- Arrangements for all grounds and training facilities used by the club.

Each club must share its Medical Emergency Action Plan with the opposition team's medical staff, preferably in advance or immediately on arrival at the ground, the content should form part of the Pre-Match Briefing typically lead by the Home Doctor..

**B6 PRE-MATCH BRIEFING – BY HOME CLUB MANDATORY**

It is Mandatory for at least one member of medical staff from both clubs to meet on match day at a suitable time prior to kick off for a pre-match briefing. Those who attend must ensure their wider medical team are briefed on the EAP before the match. The briefing must include, but not be limited to:

- The venue Medical EAP
- Other relevant venue specific information, i.e. location of any Ambulances/Paramedics if on site, and how to communicate if their assistance is needed
- Medical Staff roles and responsibilities during a potential emergency
- Process for calling additional ambulance support
- The location of the medical room
- The location of the pitchside replay system with clear instruction on operation if it is not manned.
- Any medical conditions or treatment requirements for individual players and SCAT6 baselines for the away team if the away team does not have a Doctor present.
- Any other information consider to be relevant to either team.

**B7 ON-FIELD PROCESSES**

The on-field processes section provides information and the regulation to assist in Medical Staff adhering to the rules set out in the Match Day Operations Manual (MDOM) and the On-Field Policy.

- Injured Players (Green Card) – Men’s Super League Only
- 18<sup>th</sup> Player Replacement
- Blood Bin Procedure
- Match Day Rules and Responsibilities relating to Medical Staff
- Kick Off

Further information can be sought in the MDOM as required.

**B7a INJURED PLAYERS (GREEN CARD) – MENS SUPER LEAGUE ONLY**

If requested to do so by a physio or doctor due to a serious injury, the referee will stop play. If the player involved is not interchanged / taken off for a HIA, **and the stoppage was during a defensive set**, then the referee will instruct the player to leave the field until 2 minutes of game time has elapsed.

Where a Physio or Doctor communicates to a touch judge and/or the Referee (by any means) that play should be stopped due to a serious injury (other than a possible head injury requiring on-field assessment), and the Referee stops play, the player involved must either be interchanged or taken off the field of play before he is permitted to return to the field of play.

A Club may use one of their interchanges to allow the player to remain on the pitch. This must happen whilst the player remains in the playing area. If they

leave the playing area and wants to return within the defensive set they can but this would be classed as two interchanges.

As per the Match Officials On Field Policy any Club which is found to have used a head injury assessment for the purposes of avoiding this Rule C 5.5 (for example, where it is found that the players' injury was clearly other than a possible head injury) the Club will be deemed to have gained an unfair tactical advantage in the Match and be subject to penalty under the Operational Rules.

Where a Non-Super League Club plays a Super League Club (Challenge Cup) the Green Card Rule will apply.

## **B7b 18TH PLAYER REPLACEMENT**

A Team may activate its 18<sup>th</sup> Player Replacement to replace another of its Players who has become ineligible to play in the following circumstances only:

***Where two of that Team's Players in a Match have been designated ineligible to return to the field by the Team Doctor following a Head Injury Assessment.***

The 18<sup>th</sup> Player Replacement is not permitted to enter the field of play or have any involvement in the conduct of the Match except as provided by this rule.

The 18<sup>th</sup> Player Replacement is an additional reserve Player who may only take part in a Match if activated by team management in accordance with this rule. Until activated, the 18<sup>th</sup> Player Replacement:

- must sit with the reserve bench,
- is able to warm-up as all the other interchange replacements
- must wear the provided bib identifying them as the 18<sup>th</sup> Player Replacement at all times unless and until activated;
- is not permitted under any circumstances to be interchanged or otherwise enter the pitch.

The process for activation of a Team's 18<sup>th</sup> Player Replacement is:

- The Team Doctor must confirm to the Match Commissioner or Reserve Referee that two players have been ruled ineligible to return to the field of play following Head Injury Assessments.
- The Team Doctor must confirm which two Players have been ruled ineligible to return to the field of play following Head Injury Assessments.
- In televised matches which involve Super League first teams **only** players who have to leave the field due to injury as a result of foul play, can be counted towards the 18<sup>th</sup> Player Interchange being activated.
- The two injured Players will not be permitted to return to the field of play.
- The Match Commissioner will complete the 18<sup>th</sup> Player Replacement Form and the Team Doctor, and a member of the Medical Team must sign to confirm the 18<sup>th</sup> Player Replacement

Form is accurate, true and correct. If no Match Commissioner is present the referee will sign the form at Women's Super League.

- Once the 18<sup>th</sup> Player Replacement Form has been completed and signed, the 18<sup>th</sup> Player Replacement must immediately remove their vest and is now eligible to play in the Match;
- The usual Interchange procedure shall follow thereafter.
- For the avoidance of doubt, a Club does not need to wait 15 minutes to activate the 18<sup>th</sup> man replacement, it can be activated immediately after the second failed HIA.

The activation of an 18<sup>th</sup> Player Replacement does not affect the number of interchanges spent or remaining available to a Team in a Match. Once activated, the 18<sup>th</sup> Player Replacement must be interchanged according to the Interchange processes, including with respect to any free interchanges.

- The designation of a Player(s) as ineligible to return to the field is irrevocable and no such Player is permitted to return to play in that Match regardless of any improvement in their medical condition.
- If another player is deemed ineligible to return to the field of play following a Head Injury Assessment there are no further replacement players allowed save for any interchanges permissible under the Head Injury Assessment rules or the standard Interchange procedure.
- The 18<sup>th</sup> Player Replacement cannot be activated where less than two players have been deemed as ineligible to return to the pitch following a Head Injury Assessment (or foul play).

#### **B7c BLOOD BIN PROCEDURE**

- Where a physio or Doctor observes a player bleeding, they must enter the field as soon as possible and treat the player and limit the bleeding.
- If the Referee notices bleeding or blood contaminated Player, equipment or other Players have been contaminated by blood they must immediately stop play and call 'time-off' and signal to the Physio to attend to the Player.
- The Physio will immediately enter the field of play to assess whether the Player can be quickly treated on the field or whether they will require treatment off the field.
- If the Physio advises that the Player can be treated on the field, the Referee will instruct the player to drop out behind play for that purpose and the match will immediately recommence.
- If the Physio advises the Referee that they will have to treat the Player off the field, the match will not restart until the player has left the field. The Player may be interchanged, or alternatively the team can elect to temporarily play on with 1 less player.. (Note: other than for the initial assessment, the match will not be held up while the bleeding player receives treatment or is interchanged).
- If the Referee stops play for a second time, for the same player and the same wound, the Player must be taken from the field for treatment and either interchanged or the team may elect to play on with 1 less player until the bleeding player returns.
- If the bleeding player has left the field for treatment and is not interchanged, they may return to the field of play at any time provided they do so from an on-side position. If the bleeding Player

has been interchanged, they may only return to the field through the interchange official as a normal interchange player.

- A bleeding player returning to the field of play who has not been interchanged, is not to be regarded as a replacement/interchange player and therefore may take a kick for goal. Conversely, a bleeding player returning to the field of play who has been interchanged may not take a kick for goal at that time.

**B7e KICK OFF**

The match should not be permitted to kick-off either half unless suitable medical personnel are in close proximity i.e. either pitchside, tunnel or medical room. This would be a minimum of two physiotherapists or equivalent and a doctor present for kick off.

**SECTION C****MEDICAL EQUIPMENT & FACILITIES****C1 MANDATORY MEDICAL EQUIPMENT (MME) & MANDATORY DRUGS BOX**

MME, as set out below, including Mandatory Drugs, which must be present at all games and training, in close proximity to the training session/match i.e. pitchside, not in a lock up or similar. It is the responsibility of the Club's Medical Team to check all MME is stocked, in date and in good working order. When scheduling fixtures, Clubs must consider the availability of medical personnel and equipment for safety.

**Home Clubs Requirements - Mandatory**

The home Club is responsible for ensuring that all the MME is present in the dressing room area and available for use, at least one hour prior to kick-off or from arrival of teams, whichever is the earliest.

**Away Club Requirements – Mandatory**

It is mandatory for all Clubs (inclusive of Academy, Reserves and Scholarship, Championship, League 1, WSL) to travel with a full set of MME.

**MME Checks**

At Super League Level where Match Commissioners will be present, spot checks on MME will be completed for both teams before games. An MME Inventory form must be completed by the Doctor prior to this check and signed off by the Match Commissioner once the spot check has been completed. The Match Commissioner will collect from the Doctor a signed inventory

Where no Match Commissioner is appointed, the Referee or nominated Match Official will carry out spot checks on MME pre-match. An MME Inventory Form must be completed pre-match and signed by the Doctor once the spot check has been completed.

Should any of the MME not be present, the Match Commissioner/Referee will order the kick-off to be delayed until the piece of equipment is present. Should it not be possible to locate a piece of MME, the Match Commissioner /Referee has the power to postpone or abandon a game. This is a last resort and should be avoided by the appropriate advance planning, checking, and management of medical kit.

**C2 FULL LIST OF MINIMUM MANDATORY MEDICAL EQUIPMENT AND BEST PRACTICE MEDICAL EQUIPMENT****MINIMUM MANDATORY MEDICAL EQUIPMENT (MME)****AUTOMATED EXTERNAL DEFIBRILLATOR (AED)**

Ensure any preparation equipment required is also present such as scissors / razor etc.

The AED should be present pitch side at all times and is for sole use of the players. NB: Ensure battery and pads are in date.
Please note if you carry an AED with a monitor, then you are required to carry, in addition to the above, the appropriate medication to deal with all possible clinical scenarios.
<b>AIRWAY EQUIPMENT:</b>
Oropharyngeal Airways (assorted sizes to fit all players)
Nasopharyngeal Airways (assorted sizes to fit all players)
Non-rebreathe mask with oxygen tubing (Minimum 2)
Nebuliser mask with chamber & tubing
Supraglottic airway devices (e.g. iGel) – (assorted sizes to fit all players), inc Thomas tube holder.
Airway lubricant gel
Pocket mask (1-way valve)
Self-inflating bag – valve mask (with reservoir bag, face masks & oxygen tubing)
Pulse oximeter and batteries, including spares.
Magills forceps
Portable suction (Manual or battery-powered suitable for pitch side use)
<b>OXYGEN:</b> With ability to deliver variable flow rate oxygen. E.g. BOC CD cylinder or equivalent. Minimum 2 litre.
<b>MEDICATION:</b>
1 x Amiodarone 300mg, 10ml prefilled syringe
2 x Adrenaline 1:10,000, 10ml prefilled syringe
5 x Adrenaline 1:1000 (or adrenaline auto injector)
5 x 10mls water for injection
1 x 0.9% Sodium Chloride 500ml
1 x 10% Glucose 500ml
4 x Aspirin 300mg tablets
1 x GTN Sublingual Spray
1 x Glucogel
5 x Salbutamol 5mg / 2ml UDV (Unit Dose Vial)
2 x Pentrox unit 3ml inhalation vapour (Pentrox must not be used in those under 18 years old). Entonox as an alternative with microbiological filters required.
1 x 10mg Rectal diazepam
<b>NEEDLES:</b> 3 of each – Orange, Green & Blue
<b>SYRINGES:</b> 2 of each – 1ml, 2.5ml, 5ml & 10ml
<b>CANNULAS:</b> minimum of 4 in different sizes, must include large bore (14G, 16G)
<b>INTRAVENOUS INFUSION SET x 2</b>

<b>TOURNIQUET (for IV Cannula Use only) x 2</b>
<b>SPINAL BOARD AND/OR SCOOP STRETCHER:</b> including full complement of head immobiliser blocks, head straps and Body /spider straps. <i>Both spinal board and scoop stretcher are mandatory for Super League, and recommended for all other Clubs.</i> Appropriately trained stretcher bearers (those trained by the club medical staff to adequately and safely, under the direction of the club medical staff, transfer a player onto the stretcher and remove him from the field of play).
<b>BASKET STRETCHER</b>
<b>CERVICAL STIFF NECK COLLAR(S)</b> An assortment of collar sizes, or adjustable collars, must be available to fit every player within the club .
<b>PELVIC BINDER</b> For use in the event of a pelvic fracture
<b>CRUTCHES AND SPLINTS</b> For immobilisation of the limbs. Such as box splints, SAM splints or vacuum splints
<b>FOIL BLANKET(S) &amp; AMBULANCE BLANKET</b>
<b>SHARP'S BIN &amp; YELLOW CLINICAL WASTE BAG</b>
<b>PENLIGHT TORCH</b>
<b>STETHOSCOPE</b>
<b>GLUCOMETER,</b> including batteries and appropriate testing strips
<b>PPE for dealing with clinical scenarios</b>
<b>WOUND CARE:</b> Must include dressing pack, gauze, saline irrigation sachets, forceps, suture holder, scissors, suture materials & local anaesthetic (e.g. lidocaine). Staple device, skin glue or other equipment as required.
<b>MEDICAL EQUIPMENT BEST PRACTICE</b>
<b>EMERGENCY CRICOTHYROIDOTOMY DEVICE AND/OR NEEDLE CRICOTHYROIDOTOMY EQUIPMENT:</b> Provides a quick method to provide an emergency airway with minimal bleeding in an extreme emergency in the presence of severe oro-facial injury when an airway cannot be maintained, and the patient is rapidly deteriorating. To only to be used if within the practitioner's scope of practice.
<b>OTHER MEDICAL EQUIPMENT</b> <ul style="list-style-type: none"> <li>• Sphygmomanometer</li> <li>• Thermometer</li> <li>• Eye irrigation materials - Fluorescein Drops, saline irrigation, Chloramphenicol ointment/drops, Eye pad &amp; tape.</li> </ul> <p>Advanced resuscitation equipment such as laryngoscopes and ET tubes are only recommended for those medics who are competent in its use. It is up to each individual to act within their own clinical competence and professional training:</p>

In addition to the list above, Doctors may carry additional medication or equipment that they consider necessary to carry out their duties, this may include medication for minor illness and pain relief. It is important for practitioners to always act within their scope of practice.



**C3 CLINICAL WASTE DISPOSAL - MANDATORY**

Clinical waste disposal at clubs (NB this includes soiled strapping, blood-stained dressings and used gloves) is a Health and Safety procedure and is a Club responsibility. The presence of the sharps bin and clinical waste bags is not sufficient: an adequate disposal system that meets H&S regulations is also required.

Sharp's Bins and Yellow Clinical Waste bags are part of the RFL Mandatory Medical Equipment to be present at every game. It is the home Club's responsibility to provide disposal facilities for both teams. Clubs should not have to travel home with their soiled clinical waste and sharps. A visiting team who finds that they have no clinical waste disposal facilities should inform the Match Commissioner immediately or where no Match Commissioner is appointed the Referee.

**Under no circumstances should clinical waste be thrown into the general refuse bins.**

**C4 FACILITY STANDARDS – TREATMENT ROOM - MANDATORY**

Clubs must have a dedicated player and match official treatment room which is adjacent to both home and away dressing rooms. It may not be used to treat members of the public for whom a separate first aid room should be provided and equipped as set out in the Green Guide. The medical room(s) must be cleaned after each match and training session.

As a minimum the treatment room must be as follows:

- Accessible to both teams and officials
- Access for a stretcher or basket from pitch to treatment room and also to an external exit accessible by ambulance.
- Adequate lighting
- Sink for hand washing and drying facilities
- Provisional of soap and hand disinfectant
- Adjustable Examination bed/couch
- Mobile medical trolley/table
- Floors to be non slip, impervious and washable
- Worktops, couches, chairs and related furniture to be easily cleanable to comply with infection control best practice
- Surface space for medical equipment
- Sharps bin
- Clinical waste bin
- Appropriate antimicrobial universal disinfectant equivalent spray or wipes.
- Internet access to allow for appropriate note keeping
- Treatment room specific Telephone Wi-Fi or landline to facilitate internal and external communication

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**SECTION D****D1 ANTI-DOPING**

**Both the athlete and medical practitioner have a responsibility under United Kingdom Anti-Doping (UKAD) regulations.**

**Athletes may be tested in and out of competition. They may be required to submit urine (90ml) or blood samples.** Blood tests will be conducted by a suitably qualified phlebotomist and 8ml will be taken. In the 2024 season, Blood Spot testing may be introduced by UKAD. Education and information will be provided in advance of introduction.

Further information regarding the testing process and athletes rights and responsibilities can be found [here](#)

[The Testing Process | UK Anti-Doping \(ukad.org.uk\)](#)

**CHANGES TO WORLD ANTI-DOPING AUTHORITY (WADA) PROHIBITED LIST FOR 2024**

All medical staff should make sure they are aware of the changes made to the Code and the Prohibited List. The main changes to the Prohibited List can be found here: [2024list explanatory list en final 22 september 2023.pdf \(wada-ama.org\)](#)

**NB. Tramadol is prohibited In Competition from 1<sup>st</sup> January 2024. Any athlete found to be using tramadol in-competition faces the prospect of an Anti-Doping Rule Violation and a ban from sport. UKAD has released some initial information around tramadol which can be found [here](#).**

Tramadol is an opiate analgesic and misuse is of concern because of the risks of physical dependence, opiate addiction, and overdose. Tramadol is a prescription-only medicine in the UK. Athletes who may be using tramadol are reminded to speak to their doctor about seeking alternative pain medication that is permitted in sport.

If you have any questions regarding any aspect of anti-doping, please contact Richard Yates by email on [richard.yates@rfl.co.uk](mailto:richard.yates@rfl.co.uk) .

**D2 CHECKING MEDICATION & SUPPLEMENTS - MANDATORY**

For an immediate answer to an enquiry about the status of medication or a component within medication for use in Rugby League log on to the Global Drug Reference Online Website v [Global DRO - Home](#)

**NB** to ensure the accuracy of the information returned, those inputting information must ensure it is accurate, including the nation of purchase. Following the search, save the reference or email a pdf to the athlete.

Please note supplements cannot be checked using the GlobalDRO system as they are not licensed medications. Supplements should only be used on a need's basis. To

reduce the risk of using supplements which may be contaminated, Informed Sport can be used to check batch tested supplements.

When using GlobalDRO substances will appear with results showing their status 'In Competition' and 'Out of Competition', and/or 'Conditional'. In-Competition is defined as 11.59pm the day before the match and finishes once the testing process has been completed and the DCO's have left the match. Everything else is Out of Competition. NB be mindful of wash out periods of medication which may be provided out of competition, yet may have traces remaining at an In Competition test.

Conditional usage has limits to their usage – by clicking on the 'more information' link on the search details will be provided on the medications status.

### **D3 PROHIBITED SUBSTANCES AND TUE**

If a medication contains a Prohibited Substance and there is clinical need to use this medication, a Therapeutic Use Exemption (TUE) will be necessary. Unless in an emergency situation or in the case of glucocorticoids where a retroactive TUE is applicable (see section below), and this must be completed before taking the substance.

#### **D3a INTRAVENOUS INFUSIONS – PROHIBITED SUBSTANCES - MANDATORY**

Regardless of the ingredient or brand, intravenous infusions are prohibited at all times except in the management of surgical procedures, medical emergencies or clinical investigations.

An intravenous infusion is defined as the delivery of fluids through a vein using a needle or similar device.

The following legitimate medical uses of intravenous infusions are not prohibited:

- Emergency intervention including resuscitation;
- Blood replacement as a consequence of blood loss;
- Surgical procedures;
- Administration of drugs and fluids when other routes of administration are not available (e.g. intractable vomiting) in accordance with good medical practice, exclusive of exercise induced dehydration.

Injections with a simple syringe are not prohibited as a method if the injected substance is not prohibited and if the volume does not exceed 100 ml within a 12 hour period.

#### **D3b PROACTIVE TUE APPLICATIONS**

The UKAD TUE Wizard is a useful tool in checking whether a Player requires a TUE in advance of taking medication. For the avoidance of doubt Professional Players are all in the TUE National Pool. [TUE Decision Tree | UK Anti-Doping \(ukad.org.uk\)](#)

TUEs can take a number of days to process so early dialogue with UKAD is vital to ensure that the TUE can be granted **before** the medication is taken. Further information regarding TUEs can be found by visiting <http://www.ukad.org.uk/medications-and-substances/tues/>.

[How to apply for a TUE | UK Anti-Doping \(ukad.org.uk\)](#):-

### D3c RETROACTIVE TUE APPLICATIONS

In the event of emergency treatment or following an Adverse Analytical Finding for glucocorticoids, an athlete may require a retroactive TUE application to be completed within 5 working days of the UKAD notification. It is important that a medical file is compiled in readiness for any such requirement, including any discharge notes provided to the athlete. [National TUE Pool | UK Anti-Doping \(ukad.org.uk\)](#)

**Emergency treatment should never be withheld due to anti-doping considerations. The health of the athlete should be the first and foremost priority.** Medical staff should consult the UKAD website for further information, or refer to the below infographic.



## Emergency Medicines: Do I need a TUE?



Athletes may in the course of emergency treatment (e.g. surgery or an A&E admission) be provided with drugs or methods which are prohibited in sport. Below is our advice on when a TUE is necessary.

**Treatments Prohibited In-Competition Only**

A retroactive TUE will only be required if you are next due to compete within the following timeframes:

-  **- EpiPen**  
Adrenaline; 3 days after last use
-  **- Intravenous or Oral Narcotics**  
e.g. Fentanyl, Morphine; 7 days after the last dose
-  **- Intravenous or Oral Glucocorticoids**  
e.g. Dexamethasone, Hydrocortisone; 14 days after the last dose

**Intravenous Infusions in Hospital**



- IV infusions or injections > 100 ml/12hrs are a prohibited method, **except** when received as part of a hospital treatment
- Always check the status of the ingredients of any IV infusion or injection, regardless of the volume
- IV infusions or injections > 100 ml/12hrs provided in medical facilities at sports venues are prohibited and will require a retroactive TUE

**Treatments Prohibited At All Times**

A retroactive TUE should be submitted as soon as practical after the procedure, regardless of the next competition date, for the following:

-  **- Blood Transfusions**
-  **- Intravenous Diuretics & Masking Agents**
-  **- Nebulised Salbutamol**

**Top Tips**



- Ensure that you obtain a copy of your drugs chart and all treatment records prior to being discharged (there will often be delays if you request these afterwards)
- Check all drugs provided to you by using Global DRO
- If a TUE is required, submit a TUE application form and copies of all medical records from the procedure as soon as practical
- If you are subject to a doping control test whilst still applying for a TUE, ensure that you record the drugs on the doping control form and notify UKAD via [tue@ukad.org.uk](mailto:tue@ukad.org.uk)

 **Remember:** Emergency treatment should never be withheld due to anti-doping considerations. The health of the athlete should be the first and foremost priority.

\*According to the 2019 WADA Prohibited List\*

**Check your medications**



**D4 SPECIAL TOPICS**

UKAD have compiled a list of common medical conditions which often require a TUE and the associated procedures and guidance to follow. Should any player report to you with symptoms that result in a diagnosis of, or an existing diagnosis of any of the following, please check any medications which may be prescribed and if a TUE as required.

Adrenaline auto-injectors  
 Asthma  
 ADHD  
 Diabetes  
 Emergency medications  
 Glucocorticoids (Including washout periods)  
 Hay Fever  
 Tramadol

All associated documentation can be found here [Special topics | UK Anti-Doping \(ukad.org.uk\)](https://www.ukad.org.uk/special-topics)

**D5 BETA-2 AGONISTS - SALBUTAMOL, SALMETEROL, FORMOTEROL AND VILANTEROL– FOR INFORMATION ONLY**

All beta-2 agonists are prohibited in sport at all times with the exception of inhaled salbutamol, formoterol, salmeterol and vilanterol. These substances are only prohibited above a specified threshold as set out in the table below (NB. It is very unlikely that an athlete would require a prospective TUE for the routine use of one of these substances since the recommended licensed therapeutic doses are within these thresholds).

All players who require the use of a prohibited beta-2 agonists that are competing at a level within the National TUE Pool are required to obtain a TUE in advance with UKAD.

<b>Medication (Inhaled)</b>	<b>TUE Action Required</b>	<b>Upper Limit Micrograms (mg)</b>
Salbutamol	None*	Divided dosage of 600mcg over 8 hours and max dosage of 1600mcg over 24 hours.
Salmeterol	None*	200mcg over 24 hours
Formoterol	None*	54 micrograms over 24 hours
Terebutaline	TUE	N/A
Vilanterol	None*	25 micrograms over 24 hours

\*Unless exceeded, in which case a TUE is required.

*Note: The presence in urine of salbutamol in excess of 1000 ng/mL or formoterol in excess of 40 ng/mL is not consistent with therapeutic use of the substance and will be considered as an Adverse Analytical Finding (AAF) unless the Athlete proves, through a controlled pharmacokinetic study, that the abnormal result was the consequence of a therapeutic dose (by inhalation) up to the maximum dose indicated above.*

Appropriate use of these inhalers with good administration technique is essential as there are specified levels of Salbutamol, Salmeterol, Formoterol and Vilanterol a player can take above which an Adverse Analytical Finding will be declared.

The dose administered per puff/inhalation does vary between inhalers therefore it is vital that players are advised to check the information leaflet which accompanies the inhaler to establish the dose per puff/inhalation.

Poor administration technique or poorly controlled asthma are recognized as possible contributory factors to such abnormal urine findings. However, such a result will lead to an Anti-Doping Rule Violation hearing following which sanctions, including a suspension of up to two years, may be applied.

All other Beta-2 Agonists (e.g. Terbutaline) are prohibited [WADA Prohibited List 2023](#) still require a TUE application and the supporting evidence.

TUE applications for Beta-2 Agonists (e.g., Terbutaline) require:

- Comprehensive Medical History
- Clinical Review
- Objective Spirometry assessment at rest and following a challenge
- Lung function test:
- Bronchodilator Challenge
- Bronchoprovocation Challenge

A clinical suspicion report should only be submitted if clinical suspicion persists and can be evidenced after Bronchodilator and Bronchoprovocation has delivered negative results.

It is essential that the TUE Beta-2 Agonist Guidance document is consulted to obtain full details of these requirements so that the correct evidence is submitted with TUE applications.

It is recommended that any player currently using ANY Beta-2 Agonist speaks to their Doctor to ascertain if they really need to use it, as it may be the case that a player was given an inhaler as a preventative measure but does not actually have asthma.

If a player needs a TUE as outlined above but after testing cannot meet the criteria, the player needs to have a discussion with the Doctor to find out why they have been prescribed asthma medication. If clinical suspicion of asthma or any other respiratory problem is still present then this must be recorded in a Clinical Suspicion Report as this can be used to support a TUE application if the criteria are not met, although it is not a guarantee that the TUE will be granted. If an application for a TUE is rejected, there is a TUE Appeals Committee to whom an appeal can be made. If this appeal is rejected then the player may be charged with an Anti-Doping Rule Violation. Therefore, medical staff need to take all reasonable steps to ensure that players who require Beta-2 Agonists do meet the criteria for being granted a TUE.

**E CONCUSSION & MANAGEMENT OF HEAD INJURIES REGULATIONS – MANDATORY****E1 PURPOSE, SCOPE & INTERPRETATION**

The RFL takes player welfare very seriously and follows an evidenced based, yet cautious approach in collaboration with other professional sports bodies when drawing up its concussion regulations. The RFL have reviewed and incorporated their recommendations from the Concussion In Sport Group (CISG) Consensus Status (Amsterdam, 2022).

The RFL will monitor (such monitoring will include reviewing recordings of matches) incidents of apparent concussion during matches, concussion assessments, notifications of concussion, recurrent/subsequent concussions and Return to Play (RTP) and the actions taken. Where appropriate the RFL may refer any concerns for independent review and requests may be made to justify and substantiate the clinical information and reasoning which underpinned the decision making. The outcomes of such may result in potential educational or compliance actions. Should an independent review identify clinical concerns that there was a missed concussion with Category 1 signs the RFL has the right to stand the player in question down for a minimum of 12 days in line with Graduated Return to Play (GRTP) protocols, as set out in the E6.

The protocols set out in these Regulations are only for use by qualified Doctors working in the professional game (all levels). All other personnel involved in concussion management should use the Community Game Regulations/Guidelines.

**E2 PRE-SEASON BASELINES AND ASSESSMENTS**

Prior to players engaging in any contact activity it is mandatory for them to complete a baseline SCAT6 and a Cognigram baseline, annually. Baselines are clinical tools that are used following a head injury to aid in diagnosis and management, including the GRTP. The baseline reset date will be the first day of pre-season training, prior to any contact training. It is the responsibility of a player's Parent club to ensure baseline testing on any Dual Registered or Loan Players is undertaken, unless other agreed with the Loan club.

It is good practice for doctors to interview players to record a structured concussion history including specific questions on number of past concussions - across all sports and non-sporting activity. A detailed history would also include severity of symptoms, and recovery course.

**E2.1 COGNIGRAM – DIGITAL COGNITIVE ASSESSMENT SYSTEM**

It shall be considered serious Misconduct to allow anyone other than the player to whom the record belongs to take a Cognigram test.

NB Cognigram costs are recharged to Clubs on an annual basis.

**Cognigram - Normative Database and Comparison Score**

As part of the Cognigram report a player (inclusive of First Team, Reserves, Academy & Scholarship, trialists, & Women's Super League & Women's U19's) will be scored compared to a normative population sample. This determines if a player achieves a valid baseline.

The Normative Comparison Score is intended to show the extent to which performance on the current assessment differs from that of healthy age-matched individuals presented on a scale consisting of three categories: Normal, Borderline and Low. The score is a standardized t-score with a mean of 100 and standard unit (SU) of 10.

New Cognigram baselines for the forthcoming season must be established in pre-season prior to any contact training. . A Player is not eligible to participate in ANY training session with risk of head contact, with particular attention to contact or wrestle, or to play in a match until a valid Cognigram baseline has been established.

It is the responsibility of each club, to review its own Cognigram account to ensure all its players have established a valid baseline. The following criteria must be met:

Results returned as NORMAL or BORDERLINE on any of the four individual modules is considered valid for a baseline test.

- Baseline results, on any of the four individual modules, must not contain any of the following, which will render the entire test invalid:
  - A result returned as LOW - should be investigated further with the player and a re-test arranged.
  - A score of 79 or below
  - There should be no Completion of Performance Criteria Flags on ANY of the outcomes
- If a test does not meet Completion or Performance criteria a score cannot be calculated for that test and a re-test is required. When Completion or Performance criteria are not met a blue number within a blue circle will be displayed on the x axis adjacent to the date of the test

**E2.2 Player Unable to Establish a Valid Cognigram Baseline**

If a player is repeatedly producing invalid Cognigram baseline results and otherwise shows no signs of a head injury or clinical concern after a full clinical review by the club Doctor..

In this situation, the club should arrange for an alternative baseline screening process, to be established. The RFL recommend this is conducted in conversation with a specialist in sports related concussion (Individual must be an appropriately indemnified doctor and on the GMC specialist register for

Sport and Exercise Medicine, Neurology or neurosurgery and experienced in managing concussion), this may form a multimodal assessment process. The results of any alternative baseline must be submitted to the RFL Medical Department along with details of the clinical review noted above. SCAT6 in isolation CANNOT be used as an alternative to a Cognigram baseline.

### **E.2.3 Dual Registered/Loan Players – Mandatory**

#### **Transfer of Player Profiles**

Cognigram is not linked to GameDay and a profile transfer does not occur automatically when a player moves clubs.

Players should only hold one Cognigram profile throughout their playing career, containing all their test data, which provides Club Medical Staff a record of changes over time.

If a player is permanently transferred Cognigram can move their profile to their new club's Cognigram account. The Cognigram profile transfer can only take place if a written request to do so is made to the RFL who will then contact Cognigram who will make the necessary arrangements for the transfer.

It is preferable for the Cognigram profile of a loan/dual registered player to remain on the parent club account, this may mean the loan club should liaise with the parent club to issue a Cognigram test for completion and communicate the results.

### **E2.4 SCAT6 BASELINES – MANDATORY**

SCAT6 baselines should be made available in an easy to interpret format to be used as part of the Head Injury Assessment (HIA) process in training and on all match days. It is particularly important for SCAT6 baselines to be available in-season where the away team does not have a Doctor present. Clubs must share baselines with the RFL upon request.

. The SCAT6 contains optional elements, it is Best Practice for clubs to complete all elements of the SCAT6. However, if there is a clinical justification why an element is not performed, this should be noted on the SCAT6 for review by any future clinician utilising the baselines.

For downloads on SCAT6 and SCOAT (Sports Concussion Office Assessment Tool) please visit **CISG Tools - Concussion in Sport Group (CISG)**

Medical staff should also be wary of the possible “ceiling” effect with SCAT6 assessments, and that this forms a part of the clinical decision making for concussion. Where a player's baseline SCAT6 performance is high clinicians should place particular emphasis on multi-modal assessments and clinical signs or symptoms. Any variation from baseline in one or more sections is strongly in favour of a diagnosis of concussion following head injury, unless there is a clear alternative diagnosis.

**E2.5 OTHER NEUROLOGICAL ASSESSMENTS**

It is best practice for all players to have a full neurological examination and additional baseline screening for use in complex concussions, This can include but is not limited to: Vestibular Oculomotor Screening, NIH toolbox, SCOAT6 and King Devick.

**E3 RECOGNISE AND REMOVE****E3.1 MATCHES &/OR TRAINING****E3.1.1 Removal from Play or Training - Mandatory**

Where medical staff suspect a player has a confirmed or signs +/- symptoms of possible a Head Injury Assessment (HIA) MUST be carried out away from the playing/training environment.

All players must be removed who:

- Are diagnosed with concussion; or
- Have any of the signs or symptoms set out below; or
- Medical staff suspect may have concussion

**Any player removed from the field of play more than once during the same match for a HIA is not allowed to return to play during that same match, no matter the outcome of the second HIA. If a definitive diagnosis was not identified the player does not have to be diagnosed as concussed, or follow the GRTP.**

**E3.1.2 Signs and Symptoms of Concussion****CRITERIA ONE SIGNS/SYMPTOMS**

For the avoidance of doubt, where Medical Staff observe, become aware of or are reliably informed that a player has presented one or more Criteria One signs or symptoms, they must be immediately diagnosed as concussed and permanently removed from activity. A medical assessment is warranted for clinical reasons but a HIA to consider return to the activity is not appropriate due to permanent removal criteria. i.e. A formal HIA process to return to the field will not be carried out as a player cannot return if Criteria 1 Signs or Symptoms are present. The part of the process required to determine whether the player can return to the field is not required.

**Criteria One Signs/Symptoms**

- Confirmed loss of consciousness
- Suspected loss of consciousness, for example, no purposeful movement for >5 seconds
- No protective action in fall to ground, loss of cervical or body tone
- Tonic posturing
- Convulsion
- Ataxia / balance disturbance
- Not orientated in time, place or person
- Definite confusion
- Dazed, i.e. blank or vacant stare
- Memory impairment
- Definite behavioural change atypical of the player
- Oculomotor signs
- Player reports significant concussion symptoms

### CRITERIA TWO SIGNS AND SYMPTOMS

Players aged U18 displaying Criteria 2 signs or symptoms must have additional caution applied due to developing brains. The application of recognise and remove may be implemented as a cautionary approach.

**Where Medical Staff observe, become aware of, or are reliably informed that a player has presented with one or more Criteria Two signs or symptoms or otherwise suspect that a player may have concussion they must be removed from the field of play/other environment outside the field of play, for a HIA. There must be a rest period of five minutes before the HIA takes place.**

**Where Medical Staff have removed a player for a HIA but subsequently become aware that they have, or have had one or more Criteria One signs or symptoms they cannot return to the field of play/other environment outside the field of play and must be diagnosed as concussed they must be managed as above.**

- Any uncertainty of possible or possible transient Criteria 1 signs or symptoms
- Injury event with potential to result in concussive injury
- Head impact where diagnosis is not immediately apparent
- Possible confusion
- Possible behavioural changes
- Any other sign or reported symptom that may indicate a suspected concussion

### E3.2 PITCH SIDE REPLAY - MANDATORY

Each Super League Men's, Women's Super League, Championship and League One Club must have a dedicated Pitch Side Replay facility installed and which is operational at all its home fixtures. This applies to all levels of

Competition (where that Club has a team), with the exception of WSL U19s where it will be Best Practice for 2025 and Mandatory from 2026 onwards, Review of the Pitch Side replay system is to support medics with the recognition and removal of players with suspected concussion. It also forms an integral part in the HIA process. On match-days the Pitch Side Replay facility must be made available to medical staff of both competing teams.

It is Best Practice have a dedicated Pitch side Replay operator who can operate the system for use by medical staff. This must be located near the dugout and or medical room, so as it can be utilised as part of the HIA process. Any malfunctions or technical issues must be resolved as a priority

Pre-match a visiting club's medical staff must be shown the location of the Pitch Side Replay facility, how to use it and how and to whom any malfunctions should be reported. **The system must be tested in advance of and must be in full working order/operational ahead of kick off.**

#### **Concussion Spotters (Men's Super League only)**

The RFL will provide an update on the Concussion Spotter Trial for 2025 in due course.

## **E4 HEAD INJURY ASSESSMENT (HIA) PROCESS – MANDATORY**

**E4.1 A HIA has to take 15 minutes from when the player is removed from the field to conduct the HIA process. The HIA must not be conducted pitch side and instead must occur in a quiet space, such as the dedicated medical room or changing room (if appropriate e.g., not at half time)**

**The first 5 minutes must allow the player a period of supervised rest, whilst also providing an opportunity for the Doctor to review the pitch side replay.**

a) **Following the 5-minute rest period, the Doctor must complete a clinical evaluation inclusive of a SCAT6 assessment to determine if there is any suspicion of concussion.** Players should be also be assessed medically for signs of significant neurological symptoms that could indicate a structural brain injury, neck injury, or other bodily injury. The Doctor clinical assessment MAY NOT overrule an adverse SCAT6. Similarly, a "normal" SCAT6 does not mean the doctor cannot diagnose the player as concussed. The Doctor may elect to use additional assessment tools as they deem relevant as part of their clinical evaluation.

Where a Doctor does not know the player, they should err on the side of caution when applying clinical judgement.

b) Following the clinical evaluation, where the Doctor judges there is no concussion or suspected concussion, the player may return to the field, the Player may do so at the end of the 15-minute HIA period, but not earlier than the end of the 15 minutes.

- c) If a second player is removed for a HIA whilst the Doctor is already conducting the first assessment the Doctor will get 10 additional minutes to conduct the second assessment.

#### **E4.2 STRUCTURAL HEAD INJURIES**

It is recommended that medical staff are familiar with the National Institute of Health and Care Excellence (NICE) regarding assessment and early management of head injury.

Signs and symptoms of concussion may mimic more serious structural head injury. If a possible structural head injury is suspected, then the player must be referred to hospital. The NICE HI guidelines should be followed regarding who should be referred to hospital. Any player referred to A&E following a head injury must be accompanied by a responsible adult and a short, relevant clinical summary should be provided for the consultation with A&E staff.

#### **E4.3 Players Refusing to Leave the Field of Play During a Match – Match Officials**

Where a player refuses to follow the instructions of the medical staff to leave the field of play the medical staff may ask the match referee to instruct the player to leave the field. In which case the clock shall be stopped until the player departs.

If a Match Official has concerns that a player may have suffered a concussion, they may stop play, call the medical team onto the field of play to express their concerns and request the player is examined.

In a circumstance where a Match Official calls for a medical examination, the purpose of the examination and next steps would be for the Doctor to determine. This would be whether a HIA is required or alternatively, the view may be that no further action is necessary. However, as a minimum the pitch side replay system must be consulted (where available).

For clarity: On medical matters, the ultimate responsibility and decision-making rests with the player's doctor or equivalent. The Doctor decision is final. However, the Match Official may raise further issues in the match, with the above process being followed.

#### **E4.4 Concussion Interchanges - Informing the Match Commissioner and/or Interchange Officials**

Match Commissioners or Reserve Officials (as applicable) must be informed (by a visible tap on the head) by the medical staff as the player leaves the pitch whether the player is leaving the field for a HIA; medical staff must also inform the Match Commissioner or Reserve Officials of any HIAs undertaken during the half time interval or post-match where appropriate, with all HIA

outcomes reported to the Officials. Full details of interchange process are within the Match Day Operations Manual.

If Medical staff have already diagnosed concussion on the field of play the player must not return to play, and an interchange (subject to availability) should be made immediately.

For clarity, where a player is removed by Medical Staff as a result of Criteria 1 or 2 signs or symptoms in the last 15 minutes of the match, the free concussion interchange can still be activated even in the event of all 8 substitutes being used. Should match time extend beyond the 15-minute assessment period (including Golden Point), and the player passes the HIA, the assessed player may return to the field and the free interchange card passed to the Interchange Official. Should the player 'fail' the HIA, the team must then play with 12 players.

If the player is diagnosed as being concussed, or if the Concussion Assessment takes longer than 15 minutes the "free" interchange becomes permanent. This is the case if any other treatment is required at the time of the HIA. This will result in an additional interchange should the player return.

Should a Doctor require additional time to conduct a HIA due to concurrent HIA's or other demands on their time, they may request a delay with the Match Commissioner or Reserve Official, whose decision shall be final and binding. Full details are contained within the MDOM. See E4.1 (d) for further information.

Should 2 players fail HIA within the same, the team may use their 18<sup>th</sup> Player as concussion interchange.

If the Player is deemed fit to Return To Play (RTP) at the end of the 15-minute assessment period, the process will be managed by the Match Commissioner (where appointed) and/or medical and bench staff (as set out in the MDOM).

## **E5 POST MATCH AND TRAINING**

### **E5.1 Immediate After Care – Mandatory (3-48 hours)**

Where a player is diagnosed with concussion:

- - They should not be left alone for the initial 3 hours to monitor for clinical deterioration due to evolving brain injury.
- They should be taken home by and left in the care of a responsible adult (assuming hospitalisation is not required). The responsible adult should be given an information sheet. This must include signs and symptoms that may indicate a more serious structural injury to the brain. The player should be supervised for at least the next 24 hours. - Any worsening of clinical condition requires medical attention

- They should not be allowed to drive a vehicle for at least 24 hours and must be cleared to do so by a Health Care Professional (HCP)
- They should be advised to avoid recreational drugs, alcohol, non-steroidal anti-inflammatory medication, sleeping tablets and any other sedating medication. Doctors should also review any regular medication taken by the Player and consider if this remains appropriate.
- 
- - Avoid screens, bright lights, loud or busy environments to optimise cognitive rest

## **E5.2 Serial clinical evaluations**

- Following a diagnosis of concussion a player should be observed and serially monitored to ensure no clinical deterioration, which could indicate either worsening concussion or as yet unidentified structural brain injury. As concussion is an evolving injury, and presentation could be delayed for up to 72 hours. It is important to monitor athletes with a significant mechanism of injury in the days following to pick up either a delayed concussion, or to monitor the evolution of injury. Ideally a Player should be first assessed soon after injury, at approximately 24 then 72 hours. This can be done remotely if this is the only modality available and can include a modified SCAT6 over video call. Each SCAT6 assessment should be assessed compared to a baseline recording, and compared to previous examination in this injury event. When a player has been removed for a confirmed or suspected concussion, including those subject to a HIA who return to the field, they must undergo serial assessment. This is to monitor for potential clinical deterioration in those diagnosed as concussed, and for those who were not initially suspected of concussion, any late presentation. The re-evaluation should include as a minimum a clinical assessment which may be inclusive of a SCAT6 (These do not need to be returned to the RFL, but must be held on file at the Club)
- Re-evaluation 1: Post-game same day assessment should take place in a face to face capacity and be performed by the doctor. The contents of this assessment is at the discretion and clinical reasoning of the doctor and will include a clinical assessment which may include a SCAT6. Re-evaluation 2: 24-72 hours post-game assessment. This assessment must be carried out by an appropriately experienced doctor or physiotherapist and include a full clinical assessment including SCAT6.
- Re-evaluation 3: 72-96 hours. This assessment must be carried out by an appropriately experienced doctor or physiotherapist and include a full clinical assessment including a SCAT6 which can be a useful tool in guiding rehabilitation. Re-evaluation 3 is only for individuals diagnosed with a concussion.

For players with concussion, the RFL recommends further serial clinical assessments including a SCAT6 assessments beyond this point to aid with rehabilitation and return to play decisions. The frequency and content of this assessment is at the discretion and clinical reasoning of the club doctor.

## **E6 GRADUATED RETURN TO PLAY PROTOCOL (GRTP)**

Players diagnosed with a concussion must progress through an individualised and multi-disciplinary GRTP protocol, the stages of which are set out below.

PROFESSIONAL GAME ADULT (OVER 18) GRTP TABLE		
Stage	Rehabilitation	Day*
0	Injury	0
<b>SUBMIT HIA FORM TO RFL</b>		
1	Relative physical and cognitive rest for the initial 24 hours. Symptom limited screen time and activities of daily living. i.e.: walking.  <i>Objective: Recovery</i>	1 & 2
2	<b>CAN BE STARTED PRIOR TO COMPLETE SYMPTON RESOLUTION**</b>	
	2a Light aerobic exercise (<55% max HR) 2b Moderate aerobic exercise (<70% max HR) May start light resistance training  <i>Objective: Increase heart rate</i>	3 4
3	Individual sport-specific exercise, or small group skill-based work with low risk of fall, accidental contact, and minimal risk of Head Acceleration Events (HAEs)  <i>Objective: Add movement including rotation and change of direction</i>	5 & 6
<b>COGNIGRAM MUST BE PASSED BEFORE PROGRESSING AND DOCTOR SIGN OFF MUST BE SYMPTOM FREE PRIOR TO PROGRESSION FOLLOWING STAGE 3, AND PRIOR TO CONTACT TRAINING, SCOAT6 MUST BE COMPLETED.</b>		
4	Non-contact training drills, i.e., team training with no contact.  <i>Objective: Exercise, co-ordination and simultaneous cognitive load. SXOT</i>	7 & 8
5	Progressive introduction to full contact. i.e., controlled contact, building up into unrestricted full contact  <i>Objective: Restore confidence and assess functional skills</i>	9, 10 & 11
6	Return to play	12
*	Reflects earliest day this could be completed as part of RTP process.	
	Mild and brief exacerbation of symptoms (i.e., an increase of no more than 2 points on a 0–10 point scale for less than an hour when compared with the baseline value reported prior to physical activity.	
**	If more than mild exacerbation of symptoms (i.e., more than 2 points on a 0–10 scale) occurs during Steps 1–3, the athlete should stop and attempt to exercise the next day at the previous stage.	

Athletes experiencing concussion-related symptoms during Steps 4–6 should return to Step 3 to establish full resolution of symptoms before engaging in higher-risk activities, undergo a SCOAT6 and have domain-specific interventions implemented.

PROFESSIONAL GAME YOUTH (UNDER 18) GRTP		
Stage	Rehabilitation	Day*
0	Injury	0
<b>SUBMIT HIA FORM TO RFL</b>		
1	Complete physical and cognitive rest for minimum first 24-48 hours. Symptom limited activity of daily living. i.e.: walking.  <i>Objective: recovery</i>	1-2
2	<b>CAN BE STARTED PRIOR TO COMPLETE SYMPTOM RESOLUTION **</b>	
	2a Light aerobic exercise (<55% max HR)	3&4
	2b Moderate aerobic exercise (<70% max HR) May start light resistance training  <i>Objective: Increase heart rate</i>	5&6
3	Individual sport-specific exercise, group skill-based work with low risk of fall, accidental contact, and minimal risk of Head Acceleration Events (HAEs)  <i>Objective: Add movement</i>	7- 14
<b>COGNIGRAM MUST BE PASSED BEFORE PROGRESSING DOCTOR SIGN OFF SCOAT MUST BE A MINIMUM OF 14 DAYS SYMPTOM FREE PRIOR TO PROGRESSION to STAGE 4</b>		
4	Unrestricted non-contact training drills, i.e. team training with no contact.  <i>Objective: Exercise, co-ordination and cognitive load.</i>	11-14
5	Progressive introduction to full contact. i.e., controlled contact, building up into unrestricted full contact.  <i>Objective: Restore confidence and assess functional skills</i>	15-20
6	Return to play	21
*	*Reflects earliest day this could be completed as part of RTP process. Please refer to age-graded -Stage 1.	

\*\* Mild and brief exacerbation of symptoms (i.e., an increase of no more than 2 points on a 0–10 point scale for less than an hour when compared with the baseline value reported prior to physical activity).  
 if more than mild exacerbation of symptoms (i.e., more than 2 points on a 0–10 scale) occurs during Steps 1–3, the athlete should stop and attempt to exercise the next day at the previous stage.  
 Athletes experiencing concussion- related symptoms during Steps 4–6 should return to Step 3 to establish full resolution of symptoms before engaging in higher-risk activities.

The GRTP must be overseen by a Doctor who may delegate to other members of the medical team. The Doctor must confirm that the player is able to progress to Stage 4.

An important consideration when determining if a person is symptom-free must take into account that they should not be taking any pharmacological agents/medications that may mask or modify the symptoms of concussion.

Where applicable, players who are required to return to work or education, this must be prioritised before returning to play.

For players on Academy and Scholarship Programmes, who also play Rugby Union. Professionally or within the Community Game, or Rugby League within the Community Game the Professional Rugby League Club must ensure GRTP is managed in line with the RFL Medical Standards. Professional Club Medical Staff should contact the RFL if they are experiencing difficulties obtaining information from other teams. Communication with Community Clubs and the players parent is vital to ensure clarity and awareness.

**For the avoidance of doubt eligibility applies to players born between the dates shown below irrespective of the team which the player is playing for apply:**

**Under 18s - 1.9.2005 - 31.8.2009**

## **E7 DOCTOR - CONCUSSION REPORTING REQUIREMENTS – MANDATORY**

A correctly completed Concussion Report (HIA form), must be submitted to the RFL for every player who undergoes an assessment for suspected concussion or is diagnosed as concussed. This applies to matches, training or activities away from the registered Club activity (such as late presentation, car accident or other sporting activity away from the Club). The form must be completed within 24-hours of the incident.

It is a club's responsibility to ensure that a Doctor, providing locum cover, is made aware of the reporting requirements, and advised they must submit all HIA documentation within the timelines set out above – applies to players at all levels

At matches where only the home Doctor is present (or the player is on loan) any concussion must be reported to the parent Club. The Concussion report as a minimum and any relevant documentation must be forwarded to the Medical Team of the away or Parent Club within 12-hours of the conclusion of the match so that the correct after care, including any referral to and appointment with a specialist, and GRTP protocol can be implemented.

## E7.1 RETURN TO PLAY FORM

On completion of GRTP the club Doctor must complete and submit a Return to Play form to the RFL prior to the player taking part in a match.

Doctors may also ask each player to complete a written consent form which details they have undertaken their GRTP, are symptom free and are aware of the long and short-term risks associated with sustaining concussions. Templates are available from the RFL upon request.

## E7.2 POST INJURY COGNIGRAM REPORTS

Prior to undertaking Stage 4 of the GRTP players must establish a valid Cognigram post injury test result, ensuring a player's current season valid baseline has been manually selected and is showing as the comparator. A pdf copy of the test report must be submitted with the RTP form. This won't be checked by the RFL and must be held on file by each Club.

A post injury test is considered valid if the results on all four individual modules are recorded at  $-1.0\text{SU}$  or above.

A post-injury test is considered invalid - stand-alone or combination - in any of the following scenarios:

- If performance on any of the four individual modules has declined by more than  $-1.0\text{SU}$ . In this scenario it should be investigated further with the player, and a re-test arranged.
- A result on any of the four individual modules returned as LOW recorded at 79 or below
- No Completion or Performance Criteria Flags on ANY of the outcomes

If a test does not meet Completion or Performance criteria a score cannot be calculated for that test and a re-test is required. When Completion or Performance criteria are not met a blue number within a blue circle will be displayed on the x axis adjacent to the date of the test

Further information and examples of completion criteria and performance criteria flags can be found in the Cognigram Clinician User Manual.

On the change score graph the area between  $1.0\text{SU}$  and  $-1.0\text{SU}$  (Standard Unit, is considered to be within expected levels of variation for an individual and valid for a post-injury test. **For clarity any Change Score recorded at  $-1.0\text{SU}$  or above is a valid result.**

A Change Score that falls below  $-1.0\text{SU}$  could be considered meaningful, as it is  $>1.0\text{SU}$  from the individual's baseline assessment. A reference line is displayed at  $2.0$  and  $-2.0$  SU in either direction of performance (on the Change Score graph). This reference line can be used to indicate meaningful decline or improvement relative to a baseline assessment.

**A Player is limited to completing one Cognigram post injury test in a 24- hour period.**

Where an alternative baseline has been used, a copy of the post injury test scores must be submitted with the RTP form. (See E2.2)

If it is realised that a Player has not recorded a valid Cognigram baseline for the current season, and has suffered a concussion, the medical team must inform the RFL immediately. A special assessment must be carried out before the Player progresses through the GRTP. The club concerned must make clear to any specialist the rationale for the referral. It is at the specialist's discretion when a Cognigram can be completed, that is reflective of a valid baseline for the current season. A copy of the report from the specialist along with a new valid Cognigram baseline must be submitted to the RFL. Upon receipt and review of the specialist's report by the RFL CMO, only then will the RFL CMO confirm whether the player can avoid an extended GRTP which is not guaranteed.

The Club may be required to evidence Cognigram baselines for the entire Club to the RFL upon discovery of a player not holding a valid Cognigram baseline.

#### **E7.2.1 Failure to Establish a Valid Post Injury Cognigram – Applying for Clinical Reasoning to Return to Play**

Dispensation can be sought where a Player repeatedly fails to achieve a valid post injury Cognigram test, but the Club Doctor or Equivalent believes through clinical judgement, that despite an adverse post injury test they have completely recovered from their concussion. The Medical Team should consider a battery of alternative neurocognitive testing to support this application or alternative neurocognitive testing platform. Particular attention should be made to the area (refer to failed graph in the Cognigram report) in which the player has failed their Cognigram.

Clinical reasoning must be supplied, in writing, and submitted by the Doctor to the RFL's CMO, and must be accompanied by the invalid post injury Cognigram reports. The Doctor must wait for the CMO's response and answer any questions before permission for the player to progress through the GRTP.

### **E7.3 SPECIALIST REPORTS**

Where a player requires specialist review, they must not RTP until the specialist has given written confirmation that in their opinion they are fit to do so. The RFL require a copy of the specialist's review (with signed acknowledgement from the Player (or parent/guardian where the player is under 18) to be returned at the time of RTP forms.

The RFL will consider specialist reports only from a doctor registered with the General Medical Council (GMC) on the specialist registers for either Sport and Exercise Medicine or Neurology or Neurosurgery. The clinician must have experience of managing concussion and appropriate professional

indemnity. It is the clubs responsibility to choose an appropriate clinician that meets the minimum requirements above.

The player must be provided with a copy of all specialist reports and must declare, in writing, that they have received, read, and understood the contents. For players under the age of 18 a parent or guardian must countersign to state they have received read and understood the contents of the report(s).

For players sustaining a second or subsequent concussion in a 12-month period Doctors/Equivalent are reminded of the need to take a conservative approach to their management.

The following criteria require a clinical review by an appropriate specialist with relevant experience and indemnity for managing sports related concussion. The doctor must be GMC registered and on the specialist register for either neurology or neurosurgery, or sport and exercise medicine.

- a second or subsequent concussion within 12 months;
- a history of multiple concussions;
- unusual presentations;
- persistent symptoms or prolonged recovery (21 days)

The player may not Return to Play until the specialist has given written confirmation that in their opinion they are fit to do so, however can commence the GRTP process up to but not beyond Stage 4 until review and permitted to do so by specialist.

**E8 SPORTS CONCUSSION OFFICE ASSESSMENT TOOL (SCOAT)**

The Sport Concussion Office Assessment Tool 6 (SCOAT6) is a clinical screening, evaluation, and management guidance tool for sport-related concussion (SRC) that incorporates the essential domains for comprehensive concussion care. The SCOAT was designed for use by healthcare professionals in the sub-acute phase of injury, typically from 72 hours (3 days) to 1 month after injury

. SCOAT is most effectively used when compared to the SCAT6 completed within 72 hours of the injury.

**The assessment can be carried out by a Physiotherapist, Sports Therapist of Sports Rehabilitator (HCP) , with oversight and interpretation from the clubs Doctor.**

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**SECTION F****RFL MEDICAL POLICIES****F1 BLOOD BORNE INFECTIOUS DISEASES - GUIDELINES - MANDATORY**

This section should be read in conjunction with the relevant Operational Rules relating to Blood Borne Diseases Section.

The aim of the guidelines below is to prevent the spread of disease via infected blood and other bodily fluids. The guidelines cover the following:

- Matches and Training - Bleeding Injuries
- Team Areas
- Blood contamination
- Equipment Guidelines
- On and Off Field Treatment of Bleeding Wounds
- Hepatitis B Vaccination

**F1a MATCHES & TRAINING - BLEEDING INJURIES**

It is the players' responsibility to report all wounds and injuries in a timely manner to medical and/or coaching staff, and their responsibility to wear appropriate protective equipment.

**In training**

The bleeding Player must be removed from the field/other environment immediately by the coach, the medical staff present, or must voluntarily leave the field/other environment and seek medical attention.

If the bleeding cannot be controlled, the Player must cease training for that session.

If a trained HCP is not present and a Player has a wound that needs closing then the player must be sent to the local relevant medical department for appropriate management of this injury.

**Matches**

If a player suffers a wound during a match, the player must receive treatment as soon as practicable in line with the blood bin procedure.

Any Player who is bleeding and requires treatment by way of either stitches, stapling or otherwise, **must be taken to the team dressing room or medical room so this procedure can be conducted out of the view of the general public.** After the treatment the wound must be covered where practicable and possible, to reduce the risk of further bleeding and the potential risk of transmission of blood-borne infectious diseases.

### **Contaminated Clothing**

In any case where a Player's person, clothing or equipment has been contaminated by either their own, or someone else's blood, the Referee shall direct the Physio to enter the field of play to attend to the Player by taking immediate steps to ensure that that player is free of any blood contamination before the Player shall be permitted by the Referee to re-join play. Until those steps have been taken, the player shall, at the minimum, drop out behind play.

Contaminated clothing and / or equipment should be treated with a solution of detergent and bleach must be sealed in a plastic bag within a clearly marked bin and laundered separately in a hot wash at a minimum temperature of 80°C.

Spare jerseys, shorts and socks must be available if blood contaminated clothing needs to be replaced for matches and training purposes.

#### **F1b HEPATITIS B SCREENING**

##### **SUPER LEAGUE & FULL TIME CHAMPIONSHIP & LEAGUE 1 CLUBS - MANDATORY**

It is mandatory for Super League (first team) and Full-Time clubs to run a Hepatitis B screening session annually, it is up to the individual player whether they accept but those that refuse must sign a waiver which is kept on record by the Club, which must be provided to the RFL Head of Medical upon request.

Ideally, this should be conducted in pre-season ahead of contact training to minimise any risk of exposure.

##### **CHAMPIONSHIP, LEAGUE 1 & WSL CLUBS – BEST PRACTICE**

It is Best Practice for Championship, League 1 & WSL teams to offer players Hepatitis B screening annually. Ideally, this should be conducted in pre-season ahead of contact training to minimise any risk of exposure.

#### **F1c HEPATITIS B VACCINATION – BEST PRACTICE**

It is mandatory for Super League and Full Time Championship and League 1 clubs to offer players, medical staff, and those who may be involved in handling blood-stained equipment/clothing, a vaccination course against Hepatitis B. It is Best Practice to do this at all other levels.

It is up to the individual whether they accept but those that choose not to be vaccinated must sign a waiver, a standard waiver document is available from and must be lodged with the RFL Head of Medical upon request.

## **F2 BLOOD BORNE INFECTIOUS DISEASES – REGULATIONS - MANDATORY**

The Blood Borne Diseases Regulations are published in the Official Guide and on the RFL Website. [http://www.rugby-league.com/the\\_rfl/rules/operational\\_rules](http://www.rugby-league.com/the_rfl/rules/operational_rules)

The RFL shall appoint a Blood Borne Disease Officer (“BBDO”), who shall be the Head of Medical .

A Participant aware or who ought reasonably to be aware that they have been diagnosed as having contracted and/or have contracted a blood borne disease (this includes but is not limited to Hepatitis B, Hepatitis C and HIV) shall notify the BBDO, club Doctor or Club Official of their medical status as soon as reasonably practicable. Where any Doctor, club Doctor or Club Official is advised that a Participant has contracted a blood borne disease they shall notify the BBDO of this as soon as reasonably practicable.

### **NOTIFICATION IN THE EVENT OF A POSITIVE BLOOD BORNE DISEASE TEST**

Clubs must report positive results of BBD to the BBDO.

The responsibility of the BBDO shall include convening the Blood Borne Disease Tribunal and Blood Borne Appeal Tribunal. It shall be the responsibility of the BBDO to ensure that the identity of the Participant and any medical information disclosed or produced in accordance with these Rules is kept confidential at all times. The player must be removed from contact training or matches pending the Tribunal.

Where anyone else subject to the Operational Rules is advised that a Participant has contracted a blood borne disease, , they shall notify the BBDO of this as soon as reasonably practicable.

The BBDO may on notification request that the Participant undergo any necessary medical examination and or non-invasive test or sample collection in order to verify the diagnosis. Such examination or test shall be carried out by a suitably qualified medical practitioner appointed by the BBDO. The BBDO may also request that a Participant undergo any necessary medical examination and or non-invasive test or sample collection in order to verify the diagnosis if requested to do so by the Chair of either the Blood Borne Disease Tribunal or Blood Borne Disease Appeal Tribunal at any point prior to the hearing taking place or during any adjournment of the hearing.

Where a Minor is either aged 16 or over or is considered by the medical professional carrying out the examination or test to be ‘Gillick’ competent, the Minor’s consent shall be sufficient. Otherwise, a person with parental responsibility must give prior written consent.

In the event that consent to undergo a medical examination or test is not forthcoming or in the event that a Participant withdraws their consent to waive their right to confidentiality or in the event that a Participant notifies the BBDO that they are no longer willing to be bound by the Rules, then that Participant shall no longer be entitled to participate in any events, competitions, games or other activities organised, convened or authorised by the RFL or any of its member or affiliate organisations, wherever held.

#### **NOTICE OF BBDO'S ACTION**

Upon receipt of notification that a Participant is, or may be suffering from a Blood Borne Disease, the BBDO shall issue a Provisional Suspension to the Person from participating in events, competitions, games or other activities organised, convened or authorised by the RFL or any of its member or affiliate organisations, wherever held and it shall be Misconduct to act in contravention of such Provisional Suspension or to assist a Participant to contravene a Provisional Suspension.

In the event that the BBDO concludes that the evidence is sufficient to conclude that the Participant is not suffering from a Blood Borne Disease then the Person shall be notified as soon as reasonably practicable and shall subsequently be permitted to resume participating in events, competitions, games or other activities organised, convened or authorised by the RFL or any of its member or affiliate organisations, wherever held.

In the event that the BBDO concludes that the evidence is sufficient to conclude that the Participant is suffering or may be suffering from a Blood Borne Disease then the Participant shall be notified as soon as reasonably practicable and the BBDO shall convene a Blood Borne Disease Tribunal to carry out a risk assessment as to whether or not the Participant should be permitted to participate in the sport having regard to the need to protect the rights and the health and safety of other participants in the sport.

In the meantime, and until the Blood Borne Disease Tribunal has issued its decision the Provisional Suspension shall continue.

#### **BLOOD BORNE DISEASE TRIBUNAL AND HEARING PRIOR TO TRIBUNAL**

The BBDO shall appoint a Panel of persons suitable to be appointed to the Blood Borne Disease Tribunal or Blood Borne Disease Appeal Tribunal in any particular case. The panel shall be of sufficient size and expertise to conduct an appropriate risk assessment.

#### **HEARINGS BEFORE THE BLOOD BORNE DISEASE TRIBUNAL**

If the Tribunal is satisfied that the RFL has established that the Respondent is suffering from a Blood Borne Disease, the Tribunal must then carry out a risk assessment to determine on balance whether the rights and the health and safety of other participants in the sport are prejudiced so as to justify imposing a Permanent or Ongoing Suspension on the Respondent from being entitled to participate in any events, competitions, games or other activities organised, convened or authorised by the RFL or any of its member or affiliate organisations, wherever held.

The Tribunal shall issue a Permanent Suspension where it is satisfied on balance that the Respondent's medical condition is such that the rights and the health and safety of other participants in the sport will always be prejudiced.

The Tribunal shall issue an Ongoing Suspension where it is satisfied on balance that the Respondent's medical condition is such that the rights and the health and safety of other participants in the sport are currently prejudiced but that the medical condition is such that they may not always be prejudiced. In that event the Respondent shall be entitled to apply to the BBDO after such Minimum Period of Ongoing Suspension has expired in order for the BBDO to reconvene a Blood Borne Disease Tribunal.

Any party who wishes to appeal a decision of the Blood Borne Disease Tribunal must lodge a written notice of appeal with the BBDO, specifying the grounds for appeal, within 14 days of receipt of the written reasoned decision of the Blood Borne Disease Tribunal that is being challenged on appeal.

### **F3 CARDIAC SCREENING - MANDATORY FOR SUPER LEAGUE, WOMENS SUPER LEAGUE, CHAMPIONSHIP AND LEAGUE 1 CLUBS**

#### **F3.1 GENERAL**

It is mandatory for Clubs to arrange appropriate cardiac screening (which may or may not be facilitated in conjunction with the RFL) and is recommended to identify athletes who may have cardiac abnormality that could predispose them to sudden cardiac death for;

First Team (Men's)  
Women's Super League  
Reserves  
Academy Players

Scholarship Players

It is best practice to cardiac screen players prior to commencement of club activities. If this is not possible, clubs should ensure a cardiac related history is taken and a cardiac screening questionnaire is completed prior to activity. Should there be any concern raised by the screening checklist then the player should be cardiac screened prior to commencing physical activity.

#### **F3.2 CARDIAC SCREENING REQUIREMENTS**

**Cardiac screening must include as a minimum:**

- Cardiac Screening questionnaire, including personal and family history to identify potential risk factors for cardiac problems.
- Physical examination

- ECG (electrocardiogram) test interpreted by a medical practitioner experienced in reading sports ECG and who has access to the player's cardiac screening questionnaire
- Further examinations or investigations may be warranted based on the outcome of the Cardiac Screening questionnaire or ECG. This should be organised and overseen by an experienced cardiologist with an interest and expertise in sports cardiology.
- Accurate registers of attendance counter-signed by the Club CEO, to the RFL Head of Medical.

### **F3.3 FREQUENCY OF SCREENING**

It is compulsory as set out in F3.1 that each player registered at a Club receives cardiac screening unless the player makes an informed decision to refuse/decline to be screened. If they decline to be screened they must complete a waiver form (in the format provided by the RFL). Where a Club signs a Player after the initial screening date, it is the Clubs responsibility to review the Players previous screening records from their previous Club. If that player has not been screened, or evidence cannot be provided to demonstrate screening has taken place, that player should be screened by their new Club as soon as practicably possible.

It is recommended as Best Practice for all screening to be scheduled for and completed during pre-season. This should be conducted for each Player, every two years as a minimum. On completion of the screening session, it is mandatory for the club to submit an attendance list to the RFL.

Where a player is diagnosed as having a cardiac abnormality then subject to the specialist's opinion and advice, which shall be paramount, and after a thorough education process, a Player must make an informed decision, if they choose to continue to play to continue to play they must sign a deed of waiver and must have a detailed letter documenting this discussion, including the risks to the player from a sports cardiology specialist. This must be countersigned by the Player and sent to the RFL. It is the responsibility of the Club Doctor to make sure that all the club's medical team and the Club Doctor of any subsequent club are aware of such a cardiac condition, however, the RFL may ask the club to confirm they have considered this unique situation in their EAP..

### **F3.4 SCREENING PROVIDERS**

Where Clubs arrange their own screening providers for Cardiac screening, they must satisfy the criteria above.

The Club is responsible for ensuring Players who require follow up specialist appointments have access to this in a timely manner and cover all costs relevant to this.

It is the responsibility of Clubs to retain the cardiac screening outcomes, ECG and waivers where relevant for all players for their medical records.

#### **F4 TURNING PLAYERS OVER ON THE FIELD OF PLAY - MANDATORY**

Medical Staff must educate players and non-medical staff and Physiotherapist or Equivalents on the potential hazards of moving injured players without appropriate training.

#### **F5 PROTECTIVE & OTHER EQUIPMENT – FOR INFORMATION ONLY**

##### **F5a HEAD GUARDS**

The RFL is aware of ongoing research into head guard technology and the potential to reduce the risk of head impacts and concussion. At the current time the expert view is that soft helmets do not prevent brain injury in sport. They may reduce the risk of superficial lacerations. There is some suggestion that the phenomenon of 'risk compensation' there is a risk that encouraging helmet use in players may paradoxically increase the head injury rates. The RFL does not support the mandatory wearing of protective head guards in Rugby League.

##### **F5b MOUTH GUARDS**

It is strongly recommended that all players wear a mouth guard when playing or taking part in contact training sessions for the reduction of dental injury. Clubs are not responsible for paying the cost of any medical or dental treatment caused by a player's failure to wear a mouth guard, save where the club has expressly consented in writing to the Player not wearing a mouth guard. It is recommended that Players wear a custom mouth guard, rather than a generic mouth guard of the 'boil and bite' variety.

Please note that Rugby League Full Time and Part Time Player's Contract of employment states that Players must "wear a mouth guard at all times when playing unless expressly permitted in writing not to do so by the Club."

Instrumented Mouth Guards (IMG)s are mandated in Super League Men's and Women's competitions. Medical exemptions will be considered through an application process. A player who plays without an IMG will not be permitted to return to the field following removal for a HIA if they are not deemed concussed. Importantly this does not affect any ability to provide medical assessment and the HIA should be provided for clinical review, but this will not influence return to field. **F5c BOXES**

Players may wear boxes as long as these are padded externally to prevent injury to opponents.

##### **F5d PADDING/PROTECTIVE EQUIPMENT**

. Any additional equipment or strapping and padding must only be used as necessary and in a manner which does not pose risk of injury to other Players.

#### **F6 MENTAL HEALTH COUNSELLING SERVICES – FOR INFORMATION ONLY**

The RFL has a fully funded confidential counselling service available to players as follows:

##### **Rugby League Cares**

Wellbeing support can be obtained by contacting your Club welfare officer or directly via Steve McCormack, RL Cares Welfare & Development Manager, on 07477873902 or [Steve.McCormack@rlcares.org.uk](mailto:Steve.McCormack@rlcares.org.uk), in strict confidence.

#### **F7 MENTAL HEALTH TRAINING ) - MANDATORY**

Adult Mental Health Aware training is compulsory for the Physiotherapists role as set out the RFL Operational Rules qualifications table and should be provided by the Club. From time to time the RFL may approve alternative courses.

#### **F8 INSOMNIA – FOR INFORMATION ONLY**

Clubs should be aware of the insomnia suffered by many players and may wish to review players mental and physical health, consider their caffeine intake and avoid sedative medication. You may wish to provide workshops outlining good sleep hygiene habits or direct players to <https://www.sleepio.com/>

#### **F9 SOCIAL & NON-PRESCRIBED PRESCRIPTION DRUGS POLICY**

The RFL has a Social & Non-Prescribed Prescription (NPP) Drug Policy to meet a number of objectives:

- i) To prevent players from causing long or short-term damage to their health/mental well-being through misuse of illegal or non-prescribed substances
- ii) To ensure that players can be offered appropriate treatment before misuse and/or addiction jeopardises their career
- iii) To protect other players who may be put at risk by players who train or play under the influence of social or NPP drugs
- iv) To protect the reputation and integrity of the game

The most effective way to meet these objectives is to have an integrated approach to education, deterrence and rehabilitation by adopting a RFL Social & NPP Drug Policy for Super League with three interlinked strands:

- Education Programme
- Testing Programme
- Rehabilitation, welfare &/or disciplinary procedures

**1 Education Programme**

Clubs are required to ensure that players are educated about the programme annually as a minimum.

**2 Testing Programme**

UKAD may be able to facilitate the screening with results sent to the RFL who will pass to the Clubs to be dealt with in line with the Policy. Clubs are able to facilitate additional in house testing as necessary. This is recommended to be conducted by a third party provider.

**3 Rehabilitation, Welfare and/or Disciplinary Procedures**

The same policy applies across all Clubs as follows:

**Self-Declaration**

Where a player approaches the RFL or an a member of club staff and self-declares that he has been using a Social or NPP Drug prior to screening being carried out then the process described under First Violation will be followed save that it will not count as a First Violation.

**First Violation**

Following a first violation for Social Drugs or NPPD the player and/or nominated representative will be required to attend an Initial Case Review with the RFL Head of Medical Standards, Anti-Doping and Integrity and their Club Doctor and/or Player Welfare Manager. Following the Review, the Player may be required to attend an Assessment with a representative of the RL Cares wellbeing service.. Following the Assessment, the player will be required to attend such counselling and/or drug treatment programme as the RFL's Counselling and Addiction Service recommends. Subject to the player agreeing to attend the assessment and engaging with the counselling/treatment programme there will be no further action. (NB if the player fails to engage then the Violation is treated as a Second Violation)

The Player may be subject to a targeted testing programme for such period of time however the Player cannot register a Second Violation until the First Violation Review and Assessment have been completed.

**Second Violation**

Following a second violation for Social or NPP Drugs in addition to review and assessment clubs will be able to take such internal disciplinary action as they consider necessary including dismissal and/or fines (subject to the provisions and procedures of the Standard Players Contract or the

Operational Rules as appropriate) or agree to continue the process set out under the First Violation.

In the case of a second violation for NPPD the process set out in under the First Violation will continue, however clubs may take disciplinary action including a fine and written warning but not including dismissal.

### **Third Violation**

For Social Drugs the process will be as set out for the Second Violation.

In the case of a third violation for NPPD the club will be able to take disciplinary action including a fine and written or depending on previous action for the Second Violation, a final written warning but not including dismissal.

### **Subsequent Violations**

For any subsequent violations the club may take disciplinary action and/or dismiss (subject to the provisions and procedures set out in the Standard Players Contract or the Operational Rules as appropriate).

**Notes:** A NPPD drug is defined as a prescription drug for which the player cannot provide evidence of a prescription. For the purposes of this policy Benzodiazepines and Tramadol are considered to be NPPDs, not social drugs. Please note that Tramadol is on the Prohibited list from 1<sup>st</sup> January 2024.

In order to determine the NPPD finding the Club Doctor may be consulted.

Where a player tests positive for a "social" drug in competition i.e. an Anti-Doping Rule Violation he will still be eligible for the rehabilitation programme set out above although the RFL's Anti-Doping Rules will apply to the sanction.

Where a player tests positive for a substance which is prohibited `in competition` the RFL will inform UKAD as a matter of policy though UKAD would only take the matter further if there was evidence the player had used a stimulant in competition (Tramadol is not categorised as a stimulant within the WADA Prohibited List 2024) or where trafficking was involved.

**F10 DUAL REGISTRATION & LOAN PROTOCOLS – BEST PRACTICE**

The full Protocols are available from Clubs or the RFL, however the parts which are particularly applicable to Medical Standards are set out below.

**Employing Club** -The Club that holds a contract of employment or an agreement with the Player

**Receiving Club** - The Club that a player is with temporarily either on dual registration or loan.

**1 DUTY OF CARE**

The Employing Club has a legal duty of care to a player whether they are playing and/or training with the Employing Club or playing and/or training with the Receiving Club. The Receiving Club also has a legal duty of care to a player on loan or dual registration to it.

In relation to the Employing Club this includes a responsibility to ensure that it is sending its employee to a safe environment which has all appropriate health and safety policies in place.

The Employing Club is responsible for ensuring that the potential additional hours do not lead to a breach of the Minimum Wage Legislation.

**2 MEDICAL STANDARDS**

The Employing Club is responsible for ensuring that the Player is receiving medical treatment (in accordance with his contract of employment) whilst they are on loan or dual registration.

The Employing Club is also responsible for ensuring that all medical screening required by the Medical Standards is carried out and that any follow up examinations or treatment is carried out promptly.

All Clubs are bound by these Medical Standards and must ensure they adhere to the standards both as an employing club and a receiving club.

**3 MEDICAL RECORDS**

The Employing Club is responsible for ensuring that the appropriate parts of the player's medical records are shared with the Receiving Club's medical staff. For the avoidance of doubt concussion records and any cardiac anomalies must be shared with the Receiving Club's medical staff. In the case of cardiac anomalies, the Employing Club is responsible for ensuring that there are appropriate systems in place at the Receiving Club.

The Receiving Club is responsible for reporting any injuries or illnesses to the Employing Club, this is particularly important with concussions.

It is Best Practice at the time of the loan to discuss and confirm in writing which Club is responsible for undertaking the GRTP for a player with concussion.

## **4 MEDICAL TREATMENT**

The Receiving Club must report all injuries to the Employing Club and the Employing Club must be consulted before the player is referred for medical treatment (other than in emergencies).

The Employing Club is responsible for ensuring that the player receives prompt medical treatment as required by the Standard Players' Contract. Where the Receiving Club has agreed to pay for (or insure) medical treatment, in relation to the Player, the Employing Club remains liable for these costs if the Receiving Club defaults on payment.

## **F11 INFECTON CONTROL POLICY**

All Clubs must ensure they have clear policy and hygiene processes in place to limit the introduction of and transmission of infection at all sites. This is to maintain the health and wellbeing of all at the Club, plus reduce the potential for impact on performance of the players of both teammates, opposition, and health of the wider general population. When illness is present within the squad, it is important for staff to review infection control policy and upregulate any mitigations that would be appropriate for the specific situation. NHS guidance on workplaces and schools can be useful as a reference point to when considering spread of illness.

### **REPORTING**

- Ensure all players are aware they must promptly report illnesses or if they are feeling unwell to medical staff. Encouraging anyone who is unwell to stay at home until symptoms have resolved. Medical team to have a clear escalation plan and reporting processes in the event of notifiable diseases within the Club to UKHSA and/or local Health Protection Teams.
- In the event of a notifiable disease arising at the Club, this must be reported to the RFL Head of Medical, as a matter of urgency.

### **VACCINATIONS**

- Medical teams should be aware of players vaccine status.
- It is best practice to ensure players are up to date with tetanus boosters and MMR vaccinations.
- It is recommended to offer seasonal flu vaccines.
- Ensure compliance with RFL medical standards on mandated Hepatitis B vaccination and screening programs.

## SCREENING

- Wellbeing screenings recommended to help identify anyone high risk of illness when in Rugby League environments.
- Clubs may use apps or other means of completing daily checks on players to assess their general health and wellbeing, including mental health. The reports should be assessed in line with attendance at the Club and shared with appropriate Medical Staff as necessary to manage.
- Clubs may consider screening for STI's via referral at a local clinic.

## PERSONAL HYGIENE

- Encourage all to undertake good personal hygiene at home and within Rugby League environments.
- Regular focus on hand hygiene, particularly following use of the bathroom and around food and drink.
- All team sites must have a supply of hand sanitisers available where handwashing facilities are not readily accessible.
- Soap dispensers must be checked regularly to ensure they are fit for use.
- Do not share towels.
- Players are to be supplied with and use their own drink containers which they must bring with them and use at every training session
- During matches, Players must drink only from recommended water containers possessing spouts. Players should not contact or touch the nozzle of squeeze bottles. **WARNING:** The potentially life-threatening meningococcal disease can be transmitted by sharing drink containers.
- Reporting of and management of bleeding wounds immediately, limiting contact with others.
- Advising players to have good mouthguard hygiene, particularly where this is handled by others such as the iMGs. Handwashing after handling mouth guards.
- Discourage spitting.

## PPE

- Correct and appropriate level of PPE use (and disposal) when there is a possibility of encountering bodily fluids.
- Consideration of face mask use for the mitigation of airborne disease spread particularly in indoor environments and shared spaces.

## CLEANING PROCESSES

- Medical rooms must operate with a clean surface policy and kept to high clinical standards.
- Gymnasium, wrestle room etc flooring should be of an impervious material with a sealed surface that is easily cleaned. Carpet or artificial turf type are

not allowed within gymnasium environments. Clubs must specifically consider the risk of ringworm and its transmission and manage environments accordingly, particularly wrestling and wrestle rooms.

- Shared surfaces must be maintained clean including gyms and offices , with Clubs conducting regular deep cleaning of areas and equipment. Regular touch points should be frequently cleaned.
- Players must have clean shoes and clothing for each gym session.
- Appropriate laundering of player kit (match day and training if managed by the club) substitute jackets, interchange bibs.
- Where food is provided on site ensure the site meets FSA guidelines and all Hazard Analysis and Critical Control Point (HACCP) regulations are followed by catering staff, the venue has a high-level certification in place and sharing of cutlery etc is prohibited.

Useful information can be found here [Preventing and controlling infections - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

#### **MITIGATIONS IN THE EVENT OF SQUAD ILLNESS**

- If there is a cluster of similar illness within a club, a risk assessment should be conducted to mitigate further spread. The following may form part of your risk assessment process:
  - Identifying patterns or sources of transmission.
  - Testing for specific pathogens of concern
  - Discussion with UKHSA / local health protection teams where relevant.
  - Cohorting of individuals to limit transmission, including training, travel and overnight accommodation.
- Consider isolation away from the squad where necessary or appropriate. Consider the effect on player health with continuing to exercise. Hydration status management is likely to be of greater significance.
- Consider any high-risk or immunocompromised individuals within your environment for additional prevention measures.
- Limit shared indoors spaces if airborne concerns, if indoor contact is needed maximise ventilation, consider mask wearing, increase room size or decrease numbers within.
- Limit shared surfaces if fomite transmission of concern- regular disinfecting of touch points, sporting / gym equipment, no sharing of clothing such as bibs. Consider deep cleaning by an external provider.
- Prevent sharing of drinks containers, dispose of open unlabelled bottles.
- Consider nature of training, can training be modified or changed to minimise physical or face to face interactions.
- Limit unnecessary interactions with others including wider stakeholders (e.g., mascots Match Officials, Media, corporate guests etc) to ensure infection does not transmit to wider population, external to the Club.
- Consideration of duty of candour to the opposition team preceding and following identification of squad or significant illness.

## **APPENDIX 1 – IMMOFP & i-IMMOFP**

Personnel applying for their first IMMOFP course will be required to submit evidence that they have the appropriate qualifications as set out in the table at A2 for the course applying for (IMMOFP and i-IMMOFP).

New Doctors or Physiotherapists have three months to successfully complete an IMMOFP or equivalent course, or until the first available course if there are no courses available within this time frame. **NB** This is not applicable to Sports Therapists, Sports Rehabilitators, ANP's or Paramedics.

IMMOFP courses are in demand and booked on a first come, first served basis therefore please book well in advance to obtain a place on a course to suit renewal needs.

Medical staff have two months from the date of expiry to reaccredit their qualification (or until the first available course if there are no courses available within this time frame) or they will be prohibited from entering the field of play. Doctors or Physiotherapists who have submitted evidence of their relevant qualifications and booked onto the next available IMMOFP course are able to provide cover and enter the field of play to provide treatment.

It is the responsibility of the Medical Staff and the Clubs to check their certificate for the expiry date. Ahead of the season, the RFL will send out a reminder to Clubs of the expiry date of their IMMOFP qualified staff and to advise on the dates of forthcoming courses. However, keeping the qualification up to date and booking on to a course in sufficient time is a personal responsibility for medical staff.

### **PAYMENT & CANCELLATION**

For staff currently employed by a Rugby League club, payment will be made via a deduction from the clubs Central Distributions upon enrolment to the course, as agreed in writing by responsible Club personnel.

Independent candidates must pay for the course in full via BACS within 7 days of date of invoice which will be generated once a place has been confirmed by the RFL. We reserve the right to offer your place to another candidate if payment is not received within this time frame. Clubs are discouraged from 'block booking' multiple spaces for the same candidate. Please note that payment will be taken for all bookings and only refunded should the place(s) be filled 5 weeks in advance of the course date. Cancellations will only be accepted up to 5 weeks prior to the course start date thereafter without refund and payment deducted from central distributions for club staff.

Those who withdraw from the course within the 5 week period of the applicable course evidence of the reasons for cancellation must be provided for the CMO's consideration. The CMO will determine dispensation for the Medical Staff to still provide on field game cover until such time as the member of staff attends the next available course. The CMO may recommend after a period of invalid qualification that the member of staff is required to attend a two-day reaccreditation course. A medical note must be provided for cancellation due to illness for a refund or course transfer.

For course dates and fees for 2024 follow this link: <https://www.rugby-league.com/governance/medical/immediate-medical-management>

The IMMOFP course costs are (excluding VAT):

<b>COURSE</b>	<b>CLUB STAFF</b>	<b>INDEPENDENT CANDIDATE</b>
1-DAY	£375	£405
2-DAY	£675	£765

The i-IMMOFP course costs are (excluding VAT):

<b>COURSE</b>	<b>CLUB STAFF</b>	<b>INDEPENDENT CANDIDATE</b>
2-DAY	£415	£465

Venue: As determined by the RFL.

## RE-ACCREDITATION & RE-CERTIFICATION

It is mandatory the IMMOFP qualification has to be recredited with recertification as set out below. Reaccreditation is mandatory on an annual basis for all candidates qualifying for IMMOFP courses as set out in the table below. Each IMMOFP candidate (or equivalent qualification) must attend as set out in the table below in order to maintain their qualification.

<b>YEAR 1</b>	Two-day IMMOFP or i-IMMOFP course
<b>YEAR 2</b>	One-day IMMOFP refresher course
<b>YEAR 3</b>	One-day IMMOFP refresher course
<b>YEAR 4</b>	Two-day IMMOFP or i-IMMOFP course

Please note, where a candidate holds PHICIS Level 3, they must attend IMMOFP refreshers in line with the annual cycles set out above.

## EXAMINATION AND IMMOFP PROCEDURES

No new candidates will be enrolled onto the two-day course within 5 weeks prior to the course date, unless with agreement from the RFL and the candidate in writing.

The two-day course manual and course lectures will be shared by email only on receipt of payment in full.

Candidates are required to read the manual before the two-day course and complete the on-line pre-course multiple choice form.

## COURSE ELEMENTS

IMMOFP candidates are assessed on five elements of the course according to an objective marking criteria, with an overall pass mark of 75% needed to pass the course.

A link to the on-line two-day pre-course multiple choice form will be sent out to candidates by email, four weeks before the course date and is required to be completed by the specified deadline. Failure to complete the on-line form within this timeframe will result in the candidate being marked zero for this element of the course.

This multiple-choice form is part of the IMMOFP assessment procedure and is worth 5% of the overall mark.

The assessment will comprise the following:

Element	Marks Allocated	How this will be assessed
Pre-course MCQ	5% of overall mark	40 question on-line MCQ form
On-course workstation	10% of overall mark	On-going, on-course assessment. Candidates will be assessed by instructors delivering the workstations with respect to their practical engagement in the learning tasks undertaken.
Practical Scenario exam	25% of overall mark	Objective marking criteria for professional performance within the practical scenario
CPR exam	25% of overall mark	Objective marking criteria for professional performance within the practical scenario
Theory paper	35% of overall mark	50 question MCQ paper

There is an overall pass mark for the course, which has been set at 75% (of all accrued element scores). Any candidate who does not achieve the overall required mark across all elements will be deemed to have been unsuccessful in achieving the required standard of the course. In this instance, they will no longer be able to run on the field of play with immediate effect, until such times as they have attended and passed another IMMOFP course.

#### **iIMMOFP**

- Successful completion of the pre-course element is a mandatory requirement for attending the face-to-face element of the course.
- The on-course skill stations will be Competent or Not Yet Competent (C or NYC).
- The two assessments end of day 2 will then be C or NYC.
- Resits allowed assuming Competency is achieved in all skill stations and a pass on the assessments on day 2.
- If there is an outstanding NYC in any skill stations (with the exception of the practice scenarios) or in one of the assessments that is an unsuccessful completion of the course.
- If 2 NYCs are achieved in the practical assessments that is an unsuccessful completion of the course.
- Where an unsuccessful completion of the course is the outcome, learners are required to repeat the course, in full, at a later date at their own cost.

#### **GAMEDAY COVER & CLUB ARRANGEMENTS**

The RFL, strongly advise, that candidates should not be attending a course immediately preceding a weekend fixture where they are scheduled to provide medical cover as candidates who fail to pass may not enter the field at that fixture. Should a candidate not gain the required pass mark, they are responsible for booking on a course at a later date which provides adequate preparation time.

Where a candidate has to attend a course immediately prior to the weekend of a game he/she is scheduled to cover, arrangements must be made with the Club concerned to have an appropriately qualified member of the medical team available to take the candidates place should they fail to pass the course.

**Candidates, who fail the course, will not be able to enter the field of play until such time as a pass is achieved. These individuals may provide assistance with stretcher bearing and off-field. It is the responsibility of the candidate to inform their Club of the failure immediately after the course. The RFL will notify the individual and the member of Club Staff who countersigned the individuals application for any individual who was not successful in achieving a the overall pass score, on the day immediately following the course.**

#### **IMMOFP RE-SIT PROCEDURES**

Any candidate who does not achieve the overall required mark across all elements will be deemed to have been unsuccessful in achieving the required standard of the course. In this instance, they will no longer be able to run on the field of play with immediate effect, until such time as they have attended and passed another IMMOFP course. This is in line with industry best-practice, where any medical course that has elements of ongoing assessment is deemed not to be suitable for re-sit opportunities for individual elements of the course. For clarity, individuals may still provide medical support to a team/Club however must not enter the field of play or act outside of their scope of qualification.

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## **APPENDIX 2**

### **EDUCATION**

#### **MEDICAL STAFF CPD PROGRAMME – BEST PRACTICE/MANDATORY**

Medical staff are expected to attend the RFL's CPD programme. The programme covers topics and issues encountered which are particularly relevant to RFL policies, ongoing research and the treatment of injuries commonly suffered within rugby league. There will usually be three CPD events a season and it is highly recommended that colleagues (whatever the level of Club) attend at least two of these events every season.

The RFL will organise mandatory CPD events, each Super League club and Full Time Club will be expected to have at least their Head Doctor and Lead Physio present at these events who must disseminate the information to other members of the club's medical team. It is Best Practice for Women's Super League, Championship and League 1 Clubs to send at least one representative to CPD sessions.

#### **UKAD EDUCATION COURSES**

It is Mandatory for Club Doctor, physios and conditioners to have completed UKAD's online Introduction to Clean Sport course (or alternative as made available by UKAD) to ensure that they are up to date with regards to the current anti-doping rules. There are no entry requirements for this programme. Training is via an on-line e-learning programme with an assessment at the end. Advisors remain accredited until the UKAD advised expiry date. If you are already registered, you may log in with your current username and password. The course and registration portal is hosted on [About the | UK Anti-Doping \(ukad.org.uk\)](http://ukad.org.uk) This qualification is valid for 2 years.

#### **QUALIFICATIONS**

Safeguarding  
Concussion Module  
Anti-Doping Module

**BLOOD BORNE DISEASES – POLICIES & PROCEDURES****Blood Borne Infectious Diseases**

This section should be read in conjunction with the relevant Operational Rules relating to Blood Borne Diseases.

The aim of the Policies and Procedures below is to prevent the spread of disease via infected blood and other bodily fluids. The guidelines cover the following:

- 1 Matches and Training – Bleeding Injuries
- 2 Team Areas
- 3 Blood contamination
- 4 Equipment Guidelines
- 5 On and Off Field Treatment of Bleeding Wounds
- 6 Hepatitis B Vaccination

**1 Matches & Training – Bleeding Injuries**

It is the Players' responsibility to report all wounds and injuries in a timely manner, and their responsibility to wear appropriate protective equipment. If a Player suffers a cut at training or during the course of a match, the Player(s) must leave the field as soon as practicable and the following procedures will apply:

**a) During Matches**

In the presence of a clearly visible amount of blood on a Player's jersey or other clothing or on a wound dressing or padding applied to any body part, the Player must leave the field of play for the jersey/dressing to be changed before he can be allowed to return to play to avoid the risk of transfer of infection.

**Blood Bin Procedure**

The following procedure will apply in all cases where a Player is bleeding on his person, clothing or equipment has been contaminated by blood

- If the Referee notices a bleeding or blood contaminated Player they will immediately stop play and call 'time-out' and signal to the Physio to attend to the Player.
- The Physio will immediately enter the field of play to assess whether the Player can be quickly treated on the field or whether he will require treatment off the field.
- If the Physio advises that the Player can be treated on the field, the Referee will instruct the player to drop out behind play for that purpose and the match will immediately recommence.
- If the Physio advises the Referee that they will have to treat the Player off the field, the match will not restart until the player has left the field. The Player may be interchanged, or alternatively the team can elect to temporarily play on with 12 players. (Note: other than for the initial assessment, the match will not be held up while the bleeding player receives treatment or is interchanged).
- If the Referee stops play twice for the same player and the same wound, the Player must be taken from the field for treatment and either interchanged or the team may elect to play on with 12 players until the bleeding player returns.
- If a bleeding player has left the field for treatment and is not interchanged, he may return to the field of play at any time provided he does so from an on-side position. If the bleeding Player has been interchanged, he may only return to the field through the interchange official as a normal interchange player.

- A bleeding player returning to the field of play who has not been interchanged, is not to be regarded as a replacement/interchange player and therefore may take a kick for goal. Conversely, a bleeding player returning to the field of play who has been interchanged may not take a kick for goal at that time.

### **Stitching**

Any Player who is bleeding and requires treatment by way of either stitches, stapling or otherwise, must be taken to the team dressing room or medical room so this procedure can be conducted out of the view of the general public. After the treatment the wound must be bandaged or covered to protect the injury and to eliminate the risk of further bleeding and to prevent the potential risk of transmission of blood-borne infectious diseases.

### **Contaminated Clothing**

In any case where a Player's person, clothing or equipment has been contaminated by blood, whether through a wound to himself or through contact with a wounded player, the Referee shall direct the Team Trainer to enter the field of play to attend to the Player by taking immediate steps to ensure that that player is free of any blood contamination before the Player shall be permitted by the Referee to rejoin play. Until those steps have been taken, the player shall, at the minimum, drop out behind play. Contaminated clothing and / or equipment should be treated with a solution of detergent and bleach, as outlined in the section on Blood Borne Diseases.

#### **b) During Training**

The bleeding Player must be removed from the field immediately by the coach or must voluntarily leave the field and seek medical attention.

If the bleeding cannot be controlled, the Player must cease training for that session.

## **2 Team Areas**

#### **a) Dressing Rooms**

Hand basins (with hot and cold running water), toilets, showers and benches must be cleaned with disinfectant after each training session and game.

- Drains must run freely.
- A liquid antiseptic soap dispenser, disposable hand towels, brooms and wash buckets must be readily available.
- Sponges must not be used at any time.
- Spitting is prohibited in or around the area.
- Urinating, other than in the toilet area, is prohibited.
- Sharing of equipment, including use of another's towel or use of clothing to stand/sit on whilst drying is strongly discouraged.
- Players should have a clean pair of flip flops to wear to and from the shower/toilet.

#### **b) First Aid Room**

- The first aid room must be cleaned after each match.
- The rubbish bin must contain plastic liners, which are to be disposed of after each training session/match.
- Clinical waste must be disposed of in Yellow Clinical Waste bags and disposed of in the correct manner (incineration under controlled situations either hospital or Local GP/ as per local Health Authority guidelines.)

- Needles/syringes must be disposed of after use in a suitable waste disposal kit in a sharps bin, which when full must be incinerated in the proper manner (as per LHA guidelines.)

**c) Gymnasium**

- Flooring should be of an impervious material with a sealed surface that is easily cleaned. Carpet or artificial turf type are discouraged.
- Players must have shoes, shirt and own towel for each session.
- Communal baths are to be discouraged.

**3 Blood Contamination**

**a) Use of Detergent/Bleach Sprays**

- A spray container with 15mls of standard washing up liquid and 32 mls of standard household bleach is to be standard equipment for each team, on the sideline and in the dressing rooms.
- Minor contamination of clothing and equipment must be sprayed and thoroughly soaked, with the solution immediately the player leaves the field.
- The decontamination solution should be in contact with the blood spill for between one and five minutes.
- Prior to return to the field, the area must be thoroughly rinsed off with water.
- All but minor blood contamination of clothing and equipment must result in the contaminated clothing and equipment being replaced prior to the player returning to the field.
- As standard household bleach deteriorates with time, the decontamination solution must be made up on the day of the game. Do not use bleach which has passed its expiry date. A standard medicine glass can be used to insure concentrations of detergent and bleach are correctly added to 250 mls of water. Typically a solution of one part household bleach to ten parts water should be prepared fresh daily and used as a disinfectant for contaminated areas.
- A 0.5% concentration of bleach is not considered hazardous, however care must be taken to avoid contact with eyes or wounds and prolonged contact with the skin. Thorough rinsing with water will further reduce the risk.

**b) Contaminated clothing/equipment**

- Contaminated clothing/equipment must be sealed in a plastic bag within a clearly marked bin and laundered separately in a hot wash at a minimum temperature of 80 C.

**4 Equipment Guidelines**

**a) Medical/First Aid Kit**

- The kit must contain disposable protective gloves, hibiscrub (or equivalent) and plastic bags for disposal of contaminated equipment/clothing.

**b) Drink Containers**

- Players are to be supplied with and use their own drink containers which they must bring with them and use at every training session

- During matches, Players must drink only from recommended water containers possessing spouts.
- Players should not make contact with or touch the nozzle of squeeze bottles.

WARNING: The potentially life-threatening meningococcal disease can be transmitted by sharing drink containers.

**c) Team Kit Bag**

- Spare jerseys, shorts and socks must be available in the event that blood contaminated clothing needs to be replaced.

**5 On and Off Field Treatment of Bleeding Wounds**

The control of bleeding should be carried out by the Trainer or Physio, it is strongly recommended that he/she wear gloves, or that the Player applies pressure to the wound with his own hands.

The correct medical equipment to deal with bleeding wounds must be present at all times as laid out in RFL guidelines. If a Doctor is not present at training or at a game (in instances below first grade when a Paramedic is present) and a Player requires sutures then the player must be sent to the local Casualty department (the location of which must be made known to both teams) either by car or 999 for the appropriate management of this injury.

**6 Hepatitis B**

It is mandatory for Super League and Full Time clubs to run a Hepatitis B screening session, it is up to the individual player whether he accepts but those that refuse must sign a waiver, a copy of which must be lodged with the RFL Welfare Department. It is Best Practice for Championship and League 1 clubs to offer players Hepatitis B screening.

It is mandatory for Super League and Full Time clubs to offer players and officials vaccination against Hepatitis B. It is up to the individual whether he accepts but those that choose not to be vaccinated must sign a waiver, a standard waiver document is available from the RFL Welfare Department, a copy of which must be lodged with the RFL Welfare Department.

**REGULATIONS RELATING TO PARTICIPANTS WITH BLOOD BORNE DISEASES****1. Definitions and Interpretations**

1.1. The following expressions shall have the following meanings:

“**Participant**” shall mean any Persons subject to the Operational Rules of the Rugby Football League (“RFL”) or participating in any events, competitions, games or other activities organised, convened or authorised by the RFL or any of its member or affiliate organisations, wherever held, and whether or not such member or other Person is a citizen or resident of the United Kingdom.

1.2. These rules shall be interpreted in the following way:

- (a) Should any term of these Regulations be considered void or voidable under any applicable law then such term shall be severed or amended in such a manner as to render the remainder of these Regulations valid or enforceable, unless the whole object is thereby frustrated;
- (b) The legal construction of these Regulations shall not be affected by the clause headings which are for ease of reference only.
- (c) In these Regulations the use of the singular includes the plural and vice versa.

**2. Scope and Application**

2.1. The RFL has adopted these Blood Borne Disease Rules (“the Rules”) to impose controls on blood borne diseases in the sport of rugby league in order to protect the rights and the health and safety of other participants in the sport. This is done by way of a risk assessment, based on reputable medical opinion, for each individual case brought to the attention of the RFL.

2.2. These rules shall apply to all Participants.

2.3. Any Participant agrees:

- (a) to be bound by and abide strictly by these Rules;
- (b) to comply with the RFL Blood Borne Diseases Policies and Procedures and to acknowledge that a breach of such Policies and Procedures is a breach of the Operational Rules;
- (c) to provide all requested assistance to the RFL in the application and enforcement of these Rules;
- (d) to waive medical confidentiality only in so far as it is necessary to apply and enforce these Rules, including providing express consent to any medical practitioner to advise the RFL, the Person’s employer and any other medical practitioner of the Person’s medical status and/or history in order to protect the rights and the health and safety of other participants in the sport and in order to allow the RFL to apply and enforce the Rules;
- (e) to the processing of data, including sensitive and personal data, pursuant to the Data Protection Laws in order to protect the rights and the health and safety of other participants in the sport and in order to allow the RFL to apply and enforce the Rules;
- (f) To make him/herself available to undergo any necessary medical examination and or non-invasive test, including blood test, or sample collection, including blood sample collection;

- (g) To submit to the jurisdiction of the Blood Borne Disease Tribunal;
  - (h) To submit to the jurisdiction of any Blood Borne Disease Appeal Tribunal.
- 2.4. Further to each Participant's obligation to comply with these Rules, it is the responsibility of each Participant to:
- (a) To be as fully aware of their medical condition as is reasonable in all of the circumstances;
  - (b) To advise the RFL Blood Borne Disease Officer (BBDO), their medical practitioner, their employer and their employing club's doctor of their medical condition as soon after reasonably that they are aware or ought reasonably to be aware that they have been diagnosed as having contracted and/or have contracted a blood borne disease;
  - (c) To ensure that they protect the rights and the health and safety of other participants in the sport.
- 2.5. These Rules shall only apply to Blood Borne Diseases, which shall include, but not be limited to, HIV and Hepatitis.
- 2.6. These rules shall come into effect on 6 June 2006 and shall not be retrospective but shall apply any Participant who at the date of the implementation of the Rules has been diagnosed as suffering from or who is suffering from a Blood Borne Disease and to any Participant who is diagnosed as suffering from or who is suffering from a Blood Borne Disease subsequent to the date of implementation.

**3. Notification and Testing of Medical Status**

- 3.1. The RFL shall appoint a Blood Borne Disease Officer ("BBDO"), who shall be the Welfare Director. The responsibility of the BBDO shall include receiving notification of a Participant suffering from a Blood Borne Disease and convening the Blood Borne Disease Tribunal and Blood Borne Appeal Tribunal.
- 3.2. It shall be the responsibility of the BBDO to ensure that the identity of the Participant and any medical information disclosed or produced in accordance with these Rules is kept confidential at all times.
- 3.3. A Participant aware or who ought reasonably to be aware that they have been diagnosed as having contracted and/or have contracted a blood borne disease shall notify the BBDO, club doctor or Club Official of their medical status as soon as reasonably practicable.
- 3.4. Where any medical practitioner, club doctor or Club Official is advised that a Participant has contracted a blood borne disease they shall notify the BBDO of this as soon as reasonably practicable.
- 3.5. Where anyone else subject to the Operational Rules is advised that a Participant has contracted a blood borne disease, and has received that Participant's consent to do so, they shall notify the BBDO of this as soon as reasonably practicable.
- 3.6. The BBDO may on notification request that that Participant undergo any necessary medical examination and or non-invasive test or sample collection in order to verify the diagnosis. Such examination or test shall be carried out by a suitably qualified medical practitioner appointed by the BBDO. The BBDO may also request that a Participant undergo any necessary medical examination and or non-invasive test or sample collection in order to verify the diagnosis if requested to do so by the Chair

of either the Blood Borne Disease Tribunal or Blood Borne Disease Appeal Tribunal at any point prior to the hearing taking place or during any adjournment of the hearing.

- 3.7. Where a Minor is either aged 16 or over or is considered by the medical professional carrying out the examination or test to be 'Gillick' competent, the Minor's consent shall be sufficient. Otherwise, a person with parental responsibility must give prior written consent.
- 3.8. In the event that consent to undergo a medical examination or test is not forthcoming or in the event that a Participant withdraws their consent to waive their right to confidentiality or in the event that a Participant notifies the BBDO that they are no longer willing to be bound by the Rules, then that Participant shall no longer be entitled to participate in any events, competitions, games or other activities organised, convened or authorised by the RFL or any of its member or affiliate organisations, wherever held.

#### **4. Notice of BBDO's Action**

- 4.1. Upon receipt of notification that a Participant is suffering from a Blood Borne Disease, the BBDO shall issue a Provisional Suspension to the Person from participating in events, competitions, games or other activities organised, convened or authorised by the RFL or any of its member or affiliate organisations, wherever held and it shall be misconduct to act in contravention of such Provisional Suspension or to assist a Participant contravene a Provisional Suspension.
- 4.2. In the event that the BBDO concludes that the evidence is sufficient to conclude that the Participant is not suffering from a Blood Borne Disease then the Person shall be notified as soon as reasonably practicable and shall subsequently be permitted to resume participating in events, competitions, games or other activities organised, convened or authorised by the RFL or any of its member or affiliate organisations, wherever held.
- 4.3. In the event that the BBDO concludes that the evidence is sufficient to conclude that the Participant is suffering or may be suffering from a Blood Borne Disease then the Participant shall be notified as soon as reasonably practicable and the BBDO shall convene a Blood Borne Disease Tribunal to carry out a risk assessment as to whether or not the Participant should be permitted to participate in the sport having regard to the need to protect the rights and the health and safety of other participants in the sport. In the meantime, and until the Blood Borne Disease Tribunal has issued its decision the Provisional Suspension shall continue.

#### **5. Blood Borne Disease Tribunal**

- 5.1. The BBDO shall appoint a Panel of persons suitable to be appointed to the Blood Borne Disease Tribunal or Blood Borne Disease Appeal Tribunal in any particular case. The panel shall be of sufficient size to allow the appointment of any individual tribunal within a reasonable period of time, having regard to the number of cases being notified to the BBDO and having regard to geography and the need to convene the panel as quickly as possible.
- 5.2. The RFL shall be entitled to provide reasonable compensation and reimbursement of expenses to Tribunal or Appeal Tribunal members.
- 5.3. The BBDO shall appoint a legally qualified Chair of the Blood Borne Disease Tribunal once the BBDO concludes that the evidence is sufficient to conclude that the Participant is suffering or may be suffering from a Blood Borne Disease. The Chair shall appoint an additional two members of

the Blood Borne Disease Tribunal. Such members shall have sufficient legal, medical or scientific experience to be competent to resolve the issues to be determined by the Tribunal.

- 5.4. The Chair and Members of the Tribunal shall have no prior involvement in the matter and in addition the RFL and the Respondent shall have a reasonable period in which to raise a legitimate objection to the identity of the Chair or any Member of the Tribunal.
- 5.5. The parties to the Tribunal are the RFL and the Respondent and each, at their own expense, shall be entitled to be represented at the Tribunal and/or to call expert evidence.
- 5.6. The Chair shall convene a preliminary meeting (which may take place by telephone and/or video link) in order to set a hearing date, in order to set a timetable for the exchange of any permitted expert evidence ahead of the hearing and in order to deal with any other relevant preliminary matters ahead of the hearing, provided that these are not matters that ought properly to be adjudicated upon at the hearing.

**6. Hearings before the Blood Borne Disease Tribunal**

- 6.1. The hearing shall be conducted on a private and confidential basis and at a venue provided by and at the cost of the RFL.
- 6.2. The procedure to be followed shall be at the discretion of the Chair provided always that the hearing is conducted in a fair manner with a reasonable opportunity for each party to present evidence, address the Tribunal and present his/her case.
- 6.3. The RFL shall have the burden of establishing that the Respondent is suffering from a Blood Borne Disease on the balance of probabilities.
- 6.4. If the Tribunal is satisfied that the RFL has established that the Respondent is suffering from a Blood Borne Disease, the Tribunal must then carry out a risk assessment to determine on balance whether the rights and the health and safety of other participants in the sport are prejudiced so as to justify imposing a Permanent or Ongoing Suspension on the Respondent from being entitled to participate in any events, competitions, games or other activities organised, convened or authorised by the RFL or any of its member or affiliate organisations, wherever held.
- 6.5. The Tribunal shall issue a Permanent Suspension where it is satisfied on balance that the Respondent's medical condition is such that the rights and the health and safety of other participants in the sport will always be prejudiced.
- 6.6. The Tribunal shall issue an Ongoing Suspension where it is satisfied on balance that the Respondent's medical condition is such that the rights and the health and safety of other participants in the sport are currently prejudiced but that the medical condition is such that they may not always be prejudiced. In that event the Respondent shall be entitled to apply to the BBDO after such Minimum Period of Ongoing Suspension has expired in order for the BBDO to reconvene a Blood Borne Disease Tribunal.
- 6.7. The Tribunal shall determine the risk assessment in private and by a majority vote and shall announce its decision in writing, dated and signed by the Chair of the Tribunal within 14 days of the end of the hearing. Such decision shall be kept confidential save to the extent that any Suspension needs to be publicised in order to give effect to the purpose behind the Rules.

- 6.8. It shall be Off Field Misconduct to act in contravention of a Provisional, Permanent or Ongoing Suspension or to assist a Person contravene a Provisional, Permanent or Ongoing Suspension.

**7. Blood Borne Disease Appeal Tribunal**

- 7.1. The decisions of the Blood Borne Disease Tribunal shall be subject to challenge by appeal to the Blood Borne Disease Appeal Tribunal. An appeal may be lodged by either the RFL or the Respondent. The decision of the Blood Borne Disease Tribunal shall remain in effect while under appeal unless the Chair of the Blood Borne Disease Appeal Tribunal orders otherwise at any time.
- 7.2. Any party who wishes to appeal a decision of the Blood Borne Disease Tribunal must lodge a written notice of appeal with the BBDO, specifying the grounds for appeal, within 14 days of receipt of the written reasoned decision of the Blood Borne Disease Tribunal that is being challenged on appeal.
- 7.3. The Blood Borne Disease Appeal Tribunal shall hear and determine all issues arising from any matter which is appealed anew without being bound in any way by the decision being appealed.
- 7.4. Within a reasonable time of being notified of an appeal, the BBDO shall appoint a legally qualified Chair of the Blood Borne Disease Appeal Tribunal. The Chair shall appoint an additional two members of the Blood Borne Disease Appeal Tribunal. Such members shall have sufficient legal, medical or scientific experience to be competent to resolve the issues to be determined by the Appeal Tribunal.
- 7.5. The Chair and Members of the Appeal Tribunal shall have no prior involvement in the matter and in addition the RFL and Respondent shall have a reasonable period in which to raise a legitimate objection to the identity of the Chair or any Member of the Appeal Tribunal.
- 7.6. The parties to the Appeal Tribunal are the RFL and the Respondent and each, at their own expense, shall be entitled to be represented at the Appeal Tribunal and/or to call expert evidence.
- 7.7. The Chair shall convene a preliminary meeting (which may take place by telephone and/or video link) in order to set an appeal hearing date, in order to set a timetable for the exchange of any permitted expert evidence ahead of the hearing and in order to deal with any other relevant preliminary matters ahead of the appeal hearing, provided that these are not matters that ought properly to be adjudicated upon at the appeal hearing.
- 7.8. The appeal hearing shall be conducted on a private and confidential basis and at a venue provided by and at the cost of the RFL.
- 7.9. The procedure to be followed shall be at the discretion of the Chair provided always that the hearing is conducted in a fair manner with a reasonable opportunity for each party to present evidence, address the Appeal Tribunal and present his/her case.
- 7.10. The RFL shall have the burden of establishing that the Respondent is suffering from a Blood Borne Disease on the balance of probabilities.
- 7.11. If the Appeal Tribunal is satisfied that the RFL has established that the Respondent is suffering from a Blood Borne Disease, the Appeal Tribunal must then carry out a risk assessment to determine on balance whether the

rights and the health and safety of other participants in the sport are prejudiced so as to justify imposing or upholding a Permanent or Ongoing Suspension on the Respondent from being entitled to participate in any events, competitions, games or other activities organised, convened or authorised by the RFL or any of its member or affiliate organisations, wherever held.

- 7.12. The Appeal Tribunal shall issue or uphold a Permanent Suspension where it is satisfied on balance that the Respondent's medical condition is such that the rights and the health and safety of other participants in the sport will always be prejudiced.
- 7.13. The Appeal Tribunal shall issue or uphold an Ongoing Suspension where it is satisfied on balance that the Respondent's medical condition is such that the rights and the health and safety of other participants in the sport are currently prejudiced but that the medical condition is such that they may not always be prejudiced. In that event the Respondent shall be entitled to apply to the BBDO after such Minimum Period of Ongoing Suspension has expired in order for the BBDO to reconvene a Blood Borne Disease Tribunal.
- 7.14. The Appeal Tribunal shall determine the risk assessment in private and by a majority vote and shall announce its decision in writing, dated and signed by the Chair of the Tribunal within 14 days of the end of the hearing. Such decision shall be kept confidential save to the extent that any Suspension needs to be publicised in order to give effect to the purpose behind the Rules.
- 7.15. The decision of the Appeal Tribunal shall be final and there shall be no further right of appeal. In the event that any further material evidence is disclosed to the BBDO in accordance with these Rules, the BBDO shall have the discretion to reconvene the Blood Borne Disease Tribunal as above.

## **8. Miscellaneous**

- 8.1. Any decision of the BBDO, Tribunal or Appeal Tribunal shall be recognised and respected by the RFL and any of its member or affiliate organisations and all those subject to the Operational Rules of the RFL.
- 8.2. Notice to any Participant shall be delivered by email to the most recently held email address by the RFL and such notice shall be deemed to have been received upon successful delivery.
- 8.3. Notice to the RFL or the BBDO shall be delivered by email to [laura.fairbank@rfl.uk.com](mailto:laura.fairbank@rfl.uk.com) and such notice shall be deemed to have been received upon successful delivery.
- 8.4. Notice to the Chair of any tribunal or appeals tribunal shall be delivered by email to the address provided by the Chair to the BBDO upon appointment and the BBDO shall be obliged to advise the RFL and the Respondent of the email address upon appointment. Such notice to the Chair shall be deemed to have been received upon successful delivery.

## **RFL SOCIAL AND NON-PRESCRIBED PRESCRIPTION DRUG POLICY**

The RFL has adopted a Social & Non-Prescribed Prescription (NPP) Drug Policy to meet a number of objectives:

- To prevent players from causing long or short-term damage to their health/mental well-being through misuse of illegal or non-prescribed substances;
- To ensure that players can be offered appropriate treatment before misuse and/or addiction jeopardises their career;
- To protect other players who may be put at risk by players who train or play under the influence of social or NPP drugs; and
- To protect the reputation and integrity of the game.

The most effective way to meet these objectives is to have an integrated approach to education, deterrence and rehabilitation by adopting a RFL Social & NPP Drug Policy for Super League with three interlinked strands:

- Education Programme;
- Testing Programme; and
- Rehabilitation, welfare and/or disciplinary procedures.

### **1 Education Programme**

From time to time the RFL will provide workshops to help educate players on the Social & NPP Drug Policy. Each club should ensure that their players are reminded of the Policy on an annual basis.

### **2 Testing Programme**

UKAD will facilitate the screening with results sent to the RFL who will pass to the Clubs to be dealt with in line with the Policy.

### **3 Rehabilitation, Welfare and/or Disciplinary Procedures**

The same policy applies across all Super League clubs as follows:

#### **Self-Declaration**

Where a player approaches the RFL or an appropriate member of club staff (PWM, HOY, medical staff, coaching staff) and self-declares that he has been using a Social or NPP Drug prior to screening being carried out then the process described under first violation will be followed save that it will not count as a first violation.

#### **First Violation**

Following a first violation for Social Drugs or NPPD the players will be required to attend promptly an Initial Case Review with the RFL and his Club Doctor and/or Player Welfare Manager. Following the Review the Player will be required to attend an Assessment with a representative of the RFL's Counselling & Addiction Service (Sporting Chance). Following the Assessment the Player will be required to attend such counselling and/or drug treatment programme as the RFL's Counselling and Addiction Service recommends. Subject to the Player agreeing to attend the assessment and engaging with the counselling/treatment programme there will be no further action. Should the player fail to attend the assessment or fail to engage with the counselling/treatment programme then the Club/RFL may take disciplinary action as set out for a second violation for Social Drugs or a third violation for NPPD.

The Player will be subject to a targeted testing programme for such period of time as the RFL thinks fit however the Player cannot register a second violation until the first violation review and assessment have been completed.

### **Second Violation**

Following a second violation for Social Drugs in addition to review and assessment Clubs will be able to take such internal disciplinary action as they consider necessary including dismissal and/or fines (subject to the provisions and procedures of the Standard Player Contract or the Operational Rules as appropriate) or agree to continue the process set out under the first violation.

In the case of a second violation for NPPD the process set out in under the first violation will continue, however Clubs may take disciplinary action including a fine and written warning but not including dismissal.

### **Third Violation**

For Social Drugs the process will be as set out for the second violation.

In the case of a third violation for NPPD the club will be able to take disciplinary action including a fine and written or, depending on previous action for the second violation, a final written warning but not including dismissal.

### **Subsequent Violations**

For any subsequent violations the Club may take disciplinary action and/or dismiss (subject to the provisions and procedures set out in the Standard Player Contract or the Operational Rules as appropriate).

**Notes:** A NPPD drug is defined as a prescription drug for which the player cannot provide evidence of a prescription. For the purposes of this policy Benzodiazepines and Tramadol are considered to be NPPDs, not social drugs. Please note that Tramadol is on the Prohibited list from 1 January 2024.

In order to determine the NPPD finding the Club Doctor may be consulted. In cases where the drug has been prescribed the CMO will review the prescription with the Club Doctor to determine the rationale for the prescription.

Where a player tests positive for a "social" drug in competition i.e. an Anti-Doping Rule Violation he will still be eligible for the rehabilitation programme set out above although the RFL's Anti-Doping Rules will apply to the sanction.

Where a player tests positive for a substance which is prohibited In Competition the RFL will inform UKAD as a matter of policy though UKAD would only take the matter further if there was evidence the Player had used a stimulant in competition or where other Ant-Doping Rule Violations, e.g. trafficking, was involved.

**SUPER LEAGUE & FULL-TIME CLUBS**

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- 17 **TRANSITION**
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## 1 RFL PLAYER WELFARE POLICY

### 1.1 Vision

To deliver the best Player Welfare and Education programme in British sport. Our aim with our Wellbeing & Welfare programme is to enable players to flourish. When players are flourishing, life is going well, they are feeling good and functioning well

### 1.2 Policy Statement

The RFL and full-time clubs recognise that players are central to the game and that their wellbeing & welfare must be a paramount concern of the game.

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The RFL and the clubs will work together to deliver this mandatory Player Wellbeing & Welfare Policy to ensure that Player Wellbeing & Welfare is consistent across clubs and that all clubs operate to the Player Welfare Standards.

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It is also agreed that Rugby League should endeavour to achieve the highest standards in British professional sport and be of the same standard as the NRL Player Welfare delivery.

The aim of the Policy is to ensure that Rugby League players:

- a) Can play to the best of their abilities unhampered by off field concerns;
- b) Are proud advocates of rugby league and act as good role models and spokesmen for the sport;
- c) Understand the responsibilities of life in the public spotlight as professional sportsmen;
- d) Have good life skills, show respect to all and make wise and ethical decisions;
- e) Develop mental resilience and understand how to look after their mental health and avoid addiction;
- f) Take responsibility for and invest in their personal development;
- g) Have a broad multi-faceted identity;
- h) Plan and prepare for their career after their playing career to enable a smooth and immediate transition;
- i) Engage with the educational, learning and networking opportunities available to them during their career;
- j) Are better men & women for their involvement in rugby league;
- k) Are prepared to manage change;
- l) Are able to support themselves financially and emotionally when they transition out of the sport.

### 1.3 Policy Delivery

In meeting its obligations in relation to this Player Welfare Policy the RFL shall be entitled to appoint an external body to deliver all or any of following on its behalf. Where such an appointment is made any reference without limitation to the RFL or RFL Welfare Director shall be construed accordingly.

### 1.4 Operational Rules

This Welfare Policy and Standards forms part of the Operational Rules and all mandatory obligations are binding on clubs<sup>1</sup> (and all club staff) that have any full time players. The RFL acknowledges that Clubs outside of Super League may have more limited resources and accordingly Clubs outside Super League can apply for dispensation which will be determined by the Welfare Director on a club-by-club basis. This document is, where applicable, split into "Policy" and "Standards & Delivery".

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<sup>1</sup> As set out in Section A1 and C3 of the RFL Operational Rules  
Operational Rules 2025 – Player Welfare Policy

## RFL PLAYER WELLBEING AND WELFARE POLICY

Clubs without any full-time players are bound by the part time Player Welfare Policy and Standards as circulated by the RFL from time to time.

### 1.5 Sport Wide Policy & Entitlement to Access Provisions

This Policy is designed to be a game-wide Policy and sets out the sport's agreed expectations of Clubs, RL Cares and the RFL regarding level of care, access to service and education. Access to the services and elements in the Policy are based on the role you hold within the sport.

## 2 GENERAL PRINCIPLES

### POLICY

Clubs will treat their players with courtesy and respect.

Clubs will conduct player contract negotiations, terminations, non-renewals and other issues arising from contracts with propriety, fairly and reasonably.

Clubs will ensure a clear exit strategy for players leaving their club / retiring, and work closely to ensure a positive transition period for the player.

The RFL will ensure that Player Welfare is considered in reaching all relevant decisions across a broad spectrum of policies and that it seeks to consult with players on all policy areas that have a direct impact on their welfare. Player welfare cuts across a number of policies both centrally and at club level, clubs will comply with other policies which impact on Player Welfare such as Medical Standards etc.

Player welfare will be a shared responsibility between the RFL and the Clubs. The RFL and RL Commercial will allocate a budget line to player welfare.

Clubs commit to ensuring that all full-time players including their first team squad engage fully with the Player Welfare Policy and that their players and staff take part in the centrally provided, development, training and education programmes. Clubs are also responsible for ensuring that the coaching staff positively encourage engagement in the Player Welfare Policy. Clubs also commit to providing a Player Welfare model within their Club which is as far as possible transferable when a Player moves from Club to Club or moves between Super League and the NRL. A fully, comprehensive transition program must be followed by clubs at all times, when required.

This Player Welfare Policy sets out the obligations and entitlements that each Player could reasonably be expected to receive based on their contractual position and status within the sport at the time that they seek help or assistance.

### STANDARDS & DELIVERY

The RFL and Clubs will act within these general principles at all times in the application of these Standards and the Delivery of the Policy.

Players will have access to the online RL Cares player portal that will provide help, guidance and information to enable Players to understand how best to make positive decisions about their future and to understand where and how to access support in times of need.

CEOs, Head Coaches and other relevant members of staff will actively encourage and support players to engage in the welfare programme.

## 3 STRATEGY & MONITORING

### POLICY

Operational Rules 2025 – Player Welfare Policy

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- 1 Current Full Time Player/Match Officials/Coach
- 2 Current Part Time Player/Match Officials/Coach
- 3 Community Player/ Match Officials/Coach
- 4 RFL & Club Staff
- 5 Volunteers

**Deleted:** During 2022, the RFL will provide a Player Welfare Manager's online portal.

## RFL PLAYER WELLBEING AND WELFARE POLICY

In order to ensure that the Player Welfare Policy remains current and is being rolled out effectively clubs agree that there will be a Player Welfare and Education Forum to lead on strategy and monitor delivery and standards.

### 3.1 Player Welfare & Education Forum

The RFL will establish and facilitate a Player Welfare & Education Forum which will meet on a quarterly basis and whose role shall be to:

- monitor Player Welfare delivery throughout the game;
- improve Player Welfare by developing and rolling out new initiatives;
- make recommendations to the RFL Board for amendments to this Policy and Standards; and
- where appropriate, ask the RFL to make further enquiries into concerns relating to clubs (in which case the RFL shall look into such concerns).

Where possible, the Forum will include:

- An independent Chair with relevant experience from outside the sport
- A member of the RFL Senior Management Team
- A current full time club CEO
- The RFL Welfare Director
- A member of the RFL coach development team
- A representative from RL Cares
- ~~Such players as the RFL may invite from time to time~~
- Two representatives from the RLPA (usually a union official and a ~~full-time playing~~ member)
- A current Player Welfare Manager (PWM)
- ~~SL Head Coach,~~
- ~~A WSL Player~~

The Forum can decide to co-opt other members. Each member of the Forum brings the views of their stakeholders to the Forum and shall report back in relation to the issues discussed at any Forum meeting save that any concerns that relate to an individual club and/or person shall be treated confidentially.

Where the Forum has a concern about the standard of player welfare at a club it has the right to instruct the Welfare Director to carry out further enquiries into the concern and/or the club's welfare provision in accordance with paragraph 3.2.

### 3.2 Assessment

#### i) Annual Assessment

The RFL will carry out an annual formal assessment of PWP delivery in clubs using a mixed assessment method including Key Performance Indicators (KPIs), as set by the PWEF, self-assessment by PWMs, confidential surveys of players' views and random audits (by the RFL and/or independent consultants).

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## RFL PLAYER WELLBEING AND WELFARE POLICY

Results will only be published to the RFL Board, PWEF, CEOs and PWMs.

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### ii) KPIs

Clubs performance will be measured against a number of KPIs set by the PWEF on a quarterly basis and reports will be circulated to the RFL Board, PWEF, CEOs and PWMs. The report produced at the end of the third quarter in each year will determine a Club's ability to obtain the Player Welfare Dispensation as set out in the Super League Salary Cap Regulations.

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### 3.3 Compliance/Right to Investigate Concerns

The Welfare Director (or their appointed representative which may include an external body) has the right to make enquiries into a club's welfare provision (irrespective of whether these are the results of concerns raised by a player, another club, the Player Welfare and Education Forum or otherwise).

Where the Welfare Director exercises such rights, each Club shall provide the Welfare Director with all reasonable assistance including by providing such records and allowing the Welfare Director to attend meetings and interview players and staff in each case as reasonably requested.

As a result of such enquiry, the Welfare Director can make written recommendations to the Club. Failure to comply with any such recommendations shall be a breach of this Welfare Policy.

Such recommendations may include: agreeing delivery plans with the club, agreeing the appointment of a new PWM, or the RFL appointing a PWM to deliver the Policy within the club (in which case all costs of employment will be deducted from distributions otherwise due to the club). Any PWM appointed under these powers shall have authority to deliver this Policy within the club and all Persons Subject to the Operational Rules shall be required to assist the PWM in this task.

## 4 COMMUNICATION

### POLICY

The RFL and full-time clubs will ensure that there is a formal line of communication with the players both through any player union or association (acknowledged by the RFL to be representative of players) and direct with players. The RFL & Clubs will also ensure that players have a voice in key decisions which impact on their careers and welfare and that players are consulted in all relevant policy decisions. The RFL will seek to ensure that all players receive regular updates that explain RFL relevant policies.

### STANDARDS & DELIVERY

#### 4.1 Communication from the RFL

##### i) Resources

The RFL will produce resources which will contain information about the Player Welfare Policy which will be available to players via the player portal currently hosted by RL Cares.

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##### ii) Other Forms of Communication

The RFL may send relevant communications by email, What's App, etc to players direct, PWMs copied in. Clubs will ensure that that email and mobile contact details on the RFL Player Welfare

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## RFL PLAYER WELLBEING AND WELFARE POLICY

Software are kept up to date at all times. Where clubs are requested to send communication to players they shall do so promptly and when asked provide evidence that this has been done.

### 4.2 Internal Communication within Clubs

Clubs will ensure that all communication with players is open and honest. In particular Clubs undertake not to make deliberately misleading statements to players about their future contractual position and to ensure that all players are dealt with in a sensitive and thoughtful manner in this regard.

At the start of each season each PWM will make a presentation to the full playing squad which will outline the Player Welfare Policy. The RFL will provide the initial slides to explain the Policy with clubs adding their own slides to show how this will be brought to life at their club.

PWMs will ensure that there are effective means of internal communication with the players which will, where reasonably possible, include:

- i) **Welfare Notice Board** - All clubs will ensure that where space and/or facilities allow there is a Welfare Notice Board or a section of the general players' noticeboard available for the posting of welfare notices.
- ii) **Emails** – clubs will ensure that emails are distributed to the playing group on request and encourage players to check their emails on a regular basis.
- iii) **Intranets & Hubs** – where these are available clubs will ensure that the information is kept up to date and relevant
- iv) **What's App Groups** – each club must establish a Welfare What's App group for players and use What's App to provide information. In addition, PWMs will encourage players to accept invitations to join RFL Player Welfare Groups so that information can be distributed to them by the RFL.

## 5 STAFFING

### POLICY

Clubs will appoint an appropriate Player Welfare Manager (PWM) in line with the Standards and make the other relevant appointments as set out in the Standards to ensure that players are supported and that the Policy is delivered to the required Standard. Clubs will ensure that all club staff are aware of the importance of the PWM role and provide support and assistance to the PWM in carrying out his/her duties.

### STANDARDS & DELIVERY

#### 5.1 Player Welfare Manager (PWM) - Appointment

All clubs must have a PWM in post who has the appropriate skills and aptitude for the role as set out in the PWM Job Description in the form specified by the RFL from time to time. Failure to appoint in line with this Policy is a material breach of this Policy.

It is considered best practice for the PWM to be full time and employed solely on Welfare. However, as a minimum, each Super League club must have full time Welfare provision with the format and personnel being signed off by the Welfare Director as set out below. In the case of any Super League club failing to comply with full time player welfare provision TV distributions to a maximum of £50,000 p.a. shall be withheld until the club is compliant. The PWM must have ready and easy access to the first team squad environment. Where the club has full time provision rather than one full time person the club should be able to provide evidence to show that this is the case.

Operational Rules 2025 – Player Welfare Policy

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The RFL will explore providing a secure and accessible (given the technology available) resource for player welfare information and resources to be hosted on the RFL website.¶

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## RFL PLAYER WELLBEING AND WELFARE POLICY

When a Club wishes to fill the role of the PWM in a different manner, such as an outside organisation or more than one person each taking parts of the role, it shall put forward a proposal to the RFL for approval, the RFL will consult with RL Cares before making a decision on the suitability of the Club's proposed plan. The proposal must show clearly who will have responsibility for each area of the PWM role and how they will work together. If agreed by the RFL the proposal showing areas of responsibility must be shared with the players. Where the PWM has a potential conflict of interest either within the club or within the playing squad clubs shall provide a plan to show how this will be managed.

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The appointment must be made in consultation with the RFL who may sit on any interview panel and shall have a right of veto for an appointment/provision based on an objective view of the suitability against this Policy and the PWM Job Description.

The PWM may carry out related duties as long as those duties do not conflict with the PWM role and do not lead to the PWM being unavailable to provide any of the core responsibilities of the role. Details of additional duties and an explanation of how these are compatible and will not cause a conflict must be provided to the RFL for approval.

The PWM must have a contract of employment with the club (or a consultancy or volunteer agreement if not employed). The PWM must have a job description which should usually be the standard RFL PWM Job Description. Where clubs have professional indemnity insurance for employees it is recommended that the PWM should be included in this policy.

### 5.2 Scope of Role

The PWM's role shall be to deliver the Player Welfare Policy within the club (with the exception of those areas that are defined as being the responsibility of the CEO or Head Coach). In addition the PWM shall provide basic Welfare services to the Club staff (on and off field) and shall have overall, although not day-to-day, responsibility for welfare provision in the Academy.

PWM's are not permitted to undertake on-field roles (such as trainer, water, stats) which prevent them from providing welfare assistance to players and their next of kin.

### 5.3 Exclusions

There are some roles which cannot be shared with the PWM role these are Head of Youth, CEO, Head Coach or any role directly involved in contract negotiations or disciplinary processes.

Where the PWM is the club Chaplain there must be another club Chaplain who takes no part in the PWM role.

Where the PWM has another paid role outside the club the club must be able to demonstrate to the reasonable satisfaction of the RFL that the other employment does not prevent the PWM from committing to the three day a week requirement.

### 5.4 Resources & Contact Time

The PWM should be provided with a club mobile and club email address both of which will be published by the RFL in various publications and websites. PWMs must have access to a laptop (or tablet) and secure internet connection.

PWMs must be allowed to attend training sessions and to eat with (and travel) with the first team squad. In addition to informal contact time clubs must schedule a one-to-one appointment for each player to meet the PWM for at least half an hour every three months. The PWM must have regular access to a room which can be used as a private meeting place with players which must be easily accessed by players, usually at the training ground.

### 5.5 PWM Qualifications

## RFL PLAYER WELLBEING AND WELFARE POLICY

PWMs do not currently have to have the required qualifications prior to appointment but must be willing and capable of achieving (as a minimum) the required qualifications as set out below and be actively working towards attaining these qualifications by attending courses and CPD organised by the RFL. Where PWMs fail to attend organised courses without sufficient reason the RFL shall charge the club for the cost of the PWMs place on the course. The Player Welfare and Education Forum will, when appropriate, make it mandatory for PWMs to have the required qualifications prior to taking up their role.

- L3 Counselling Skills & Concepts
- Mental Health First Aid (MHFA) – two-day course
- UK Anti-Doping Advisor
- Safeguarding & Protecting Children (SPC) & Time To Listen (TTL)
- RFL Equality & Diversity Training
- Functional Skills L2 in English, Maths & ICT
- Other qualifications, CPD and bespoke training courses as reasonably required by RFL from time to time.

Any of the following will also provide useful knowledge for the role:

- A Coaching (& Mentoring) Qualification (ILM L3 or equivalent)
- Basic Advice & Guidance skills (C&G L3 or equivalent)
- Talented Athlete Lifestyle Support (TALS)
- Cert IV in Career Guidance (Australia)
- Cert IV in Athlete Well-Being (Australia).

### 5.6 PWM Support

The RFL will provide a confidential supervision service to ensure the self-care of the PWM. Each PWM is required to attend at least one supervision session each year and it is best practice to attend two sessions per annum.

The RFL Welfare Director shall provide support, advice and appropriate resources to enable the PWMs to carry out their roles.

### 5.7 Other Club Roles with Responsibility for Player Welfare

#### i) CEO & Board

The CEO and Board have responsibility for ensuring that the PWM delivers the Player Welfare Policy in the club.

There are areas which are the direct responsibility of the CEO eg contract negotiations etc. CEOs must ensure that PWMs are informed about any disciplinary or HR matters which impact on Player Welfare. In particular the PWM must be informed so that they can support the player in any disciplinary or contractual matter dispute.

#### ii) Head of Youth (HOY)

The HOY should have day to day responsibility for Player Welfare in Academy age groups. The PWM will assist with the overall welfare strategy and delivery as well as crises. The HOY and PWM have joint responsibility for players moving between the squads and liaise regularly to ensure clarity at all times on who is taking the lead on any particular player.

#### iii) Chaplain

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## RFL PLAYER WELLBEING AND WELFARE POLICY

Each club must have a club chaplain who is a member of Sports Chaplaincy UK. The Chaplain must be granted access to the players on an informal basis. The chaplain must be able to signpost players of all faiths to an appropriate faith leader. Where a Club Chaplain acts as PWM the club must have an additional Chaplain who is not directly involved in the PWM role.

### iv) Club Medical Staff

Club Medical staff should liaise with the PWM on a regular basis particularly with ensuring the welfare of long term injured players. Medical staff should ensure that they are familiar with this policy and the mental health support available for players.

### v) Club Coaching Staff

Club coaching staff have a duty to support the PWM in their role and in the delivery of the Welfare Standards. They also have a duty to inform the PWM if they have concerns about the mental or financial well-being of a player.

It is the responsibility of the coaching staff to co-operate in ensuring that Player Welfare workshops, careers one-to-ones and PWM quarterly one-to-one are included in the training schedule circulated to players.

It is also the responsibility of the coaching staff to provide outline training schedules confirming days and afternoons off at least four weeks in advance.

## 6 PWM – CONFIDENTIALITY, ETHICAL FRAMEWORK & WORKING PRACTICES

### POLICY

Clubs accept and are bound by the Confidentiality, Ethical Framework and Working Practices and agree that these are key to delivering good player welfare throughout the club. Clubs are responsible for ensuring that PWMs operate in this manner.

Clubs recognise the nature of the PWM role and accept that PWMs will be privy to information about players that they cannot share with Coaching staff or Club management. Clubs commit not to put pressure on the PWM or any other staff or agencies who working on behalf of the players to breach this confidentiality and agree to ensure that the working practices at the Club are in line with the Standards and Delivery.

### STANDARDS & DELIVERY

#### 6.1 Working Practices

PWMs are expected to deliver this Player Welfare Policy to the Standards set within this document and to carry out other areas of work which will benefit the Players and assist in the delivery of the Player Welfare Policy.

PWMs will operate good standard working practices in respect of responding promptly to emails, phone calls and messages from the players at the club, the RFL and external welfare providers. The PWM will ensure that there is a "go to" person available when they are on holiday and that players are aware of who is covering, email out of office replies must always be activated when the PWM is away for more than a day.

#### 6.2 Confidentiality

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## RFL PLAYER WELLBEING AND WELFARE POLICY

PWMs must sign and abide by the Confidentiality agreement in the form specified by the RFL from time to time. A breach of confidentiality will be considered serious Misconduct.

All PWMs must sign the RFL Player Welfare Software terms of use in the form specified by the RFL from time to time before being granted access to the system. In addition to being Misconduct, any PWM found to have breached the terms of use will have access withdrawn.

### 6.3 Ethical Framework

All PWMs are bound by the Player Welfare Ethical Framework in the form specified by the RFL from time to time and must operate within this at all times.

### 6.4 RFL Player Welfare Software (PWS) & Records

Protocols for the use of the PWS which must be followed are specified by the RFL from time to time. Each Club must ensure that its PWM uses the PWS and keeps it up to date.

False entries made to the software to massage KPIs or for other reasons are considered Serious Misconduct. The RFL Player Welfare Director (or their representative including an outside organisation) has the right to audit information inputted into the PWS.

### 6.5 Best Practice

Whilst every club is expected to strive to have the best Player Welfare in the game, each PWM undertakes to work collaboratively with the RFL and every other club to share best practice and improve Player Welfare across the sport.

### 6.6 Research

The PWM will take part in relevant RFL/RL Cares surveys and/or sponsored research projects which have the intention of monitoring and/or improving Player Welfare provision and will encourage players to do so too.

## 7 PLAYER WELFARE – MONITORING & REPORTING

In order to ensure that the Player Welfare Policy is rolled out effectively clubs agree that there will be certain reporting standards within the club, to the RFL and to the Player Welfare Forum, Club CEOs and RFL Board.

### STANDARDS & DELIVERY

#### 7.1 Club Welfare Group - Formal

Each full-time Club shall have a Welfare Group which shall usually consist of the following:

- the CEO
- the PWM
- the Head Coach
- at least two first team squad players one of whom shall be a member of the club's leadership group and who will be chosen by that group and another player from the squad (clubs may also include players from other squads if they think appropriate)

## RFL PLAYER WELLBEING AND WELFARE POLICY

- the HOY
- a senior member of the club's medical staff
- the club chaplain.

The group shall meet formally twice a year (usually in May/June and again in November/December) to review the club's welfare provision and shall provide a brief report of the meeting (under specified headings) to the Club's Board and the RFL. The PWM shall not disclose confidential information to this group its purpose is to ensure effective delivery not to discuss individual issues. The Club may invite the RFL's Welfare Director to attend such meetings if it wishes.

### 7.2 Club Welfare Groups - Informal

PWMs may operate informal internal welfare groups including all those with some form of responsibility for player welfare within the club. These groups must not discuss confidential information about individual players other than with the player's express permission.

### 7.3 Lines of Responsibility and Reporting

The PWM shall report to the Club CEO on player welfare matters even if they are line managed by other members of club staff for other parts of their job role within the club. The CEO shall be responsible for ensuring that the PWM is allowed to deliver the Player Welfare Policy to the Standards set out in this document.

### 7.4 Reporting Mechanisms

RFL Cares shall provide an annual Player Welfare Report to the RFL Board, the PWEF, Club CEOs and PWMs.

In addition, the RFL will monitor delivery against KPIs and report quarterly so that immediate remedial action can be taken where necessary.

The RFL may commission annual independent research and/or audits including both objective and subjective (i.e. in the opinion of the players) measures of clubs' performance.

### 7.5 PWM Meetings

The RFL will hold four formal PWM meetings each year. PWMs must attend these meetings unless absolutely unavoidable. Where attendance drops below two meetings a year the club may be asked to explain the absence. It is acceptable for PWMs to miss a meeting due to personal holidays but clubs should respect the meeting dates and not require PWMs to carry out other tasks on those dates.

### 7.6 Workshops

Each year the RFL Player Welfare & Education Forum will mandate that certain central workshops are mandatory. Each Club shall ensure these workshops are provided to its first team squad. Where a workshop is cancelled by a Club, the Club shall pay the costs of such workshop (that are not recoverable by the RFL).

The RFL may provide other workshops which may or may not be compulsory and are centrally funded to be drawn down by clubs and/or players.

Clubs are encouraged to provide their own workshops on relevant topics.

## 8 PLAYER – PERSONAL

### POLICY

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## RFL PLAYER WELLBEING AND WELFARE POLICY

Clubs will treat all players as individuals, deal with them respectfully and ensure that they are valued within the club.

In addition, each club accepts the importance of ensuring that the workplace is free from bullying and discrimination. In particular under the Health & Safety at Work Act 1974 employers are responsible for the health, safety and welfare at work of all employees. This includes "taking steps to make sure that employees do not suffer stress-related illness as a result of work". Bullying is one of the major causes of stress related illness at work.

Bullying, may be characterised as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient.

Examples of bullying/harassing behaviour include:

- spreading malicious rumours, or insulting someone by word or behaviour
- exclusion or victimisation
- unfair treatment
- overbearing supervision or other misuse of power or position
- making threats or comments about job security without foundation
- deliberately undermining a competent worker by overloading and constant criticism
- preventing individuals progressing by intentionally blocking promotion or training opportunities.

### STANDARDS & DELIVERY

#### 8.1 Club Player Induction Programme

The PWM must have an initial one to one meeting with each player who joins the first team squad within seven days of arrival at the club (where the player is relocating contact should be made as soon as possible after the contract). At that meeting the PWM will inform the player of the welfare provision at the club, ensure that the player enters the PWMs contact details into their phone, explain the confidentiality agreement, show the player the RFL PWS and provide the player with a copy of the PWS note as specified by the RFL from time to time.

#### 8.2 Next of Kin

The PWM must keep an up to date record of the player's next of kin including emergency contact numbers. Clubs should remember that partners and families may hear about injuries through social & mainstream media and PWMs should establish a system for ensuring that next of kin are informed about serious injuries particularly for away games.

#### 8.3 Families & Partners

Clubs should involve players' families, partners & parents in the club. Tickets for family and/or friends must be provided to home games and away games. Each club must have one formal welfare update each year for players' families and partners at which the club's welfare policy and support structures shall be explained, this meeting may be part of an informal social event.

#### 8.4 Private Life

From time to time all individuals will have challenges in their private life, PWMs will ensure that they help players to meet these challenges in a sympathetic, confidential and positive manner.

#### 8.5 Relocation

It shall be the PWM's responsibility to ensure the smooth relocation of players. Where another member of staff carries out the work the PWM shall be held responsible for the standard of the relocation. In particular the PWM is responsible in all cases for liaising with the Player's previous PWM whether in the UK, the NRL or other professional sport.

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## RFL PLAYER WELLBEING AND WELFARE POLICY

All overseas players must be provided with a Welcome Pack covering items as specified from time to time.

The RFL may require players to undertake a Relocation Assessment and PWMs will be required to put together a plan to carry out the recommendations from any such assessment.

### **8.6 Religion & Culture**

Clubs and PWMs will recognise that within each group of players there will be different religious and cultural backgrounds. PWMs will ensure that they have a good understanding of those backgrounds and the potential for stresses put on players by balancing the demands of the club/UK culture with religion and ethnic cultural demands.

## **9 PERSONAL DEVELOPMENT PROGRAMME**

All Clubs accept that in order to achieve the aims of the Player Welfare Policy a personal development programme for players will be rolled out at their club. The programme will be customised on an individual basis dependent on the needs of each player. The RFL will provide the structure and the interventions necessary to bring the personal development to life. Clubs accept their responsibilities in providing the culture and behaviours to support the programme.

The Personal Development Programme (and club obligations to support each of these areas) are set out in 10 to 16 below and includes: Identity, Mental Health & Well-Being, Organisational and Life skills, Education and Learning, Career advice and action, Financial Planning and Game Rules.

It is best practice for clubs to make some form of personal development a compulsory part of each week's schedule whether that be education, learning, work experience or developing hobbies and other interests.

### **STANDARDS & DELIVERY**

The RFL will provide tools to assist PWMs in identifying the areas in which each player requires development, a format for a personal development plan and interventions to bring the plan to life.

PWMs are required to meet with players on a one-to-one basis four times a year to identify individual needs, draw up personal development plans, monitor progress against plans and review plans for the future.

There will be certain compulsory parts to the PDP including various screening tests to help identify the customisation necessary for each player.

The detail of the PDP is set out in 10 to 16 below.

## **10 IDENTITY**

Clubs recognise that a narrow athletic identity is a cause of stress and depression amongst professional sportsmen and a key indicator in poor transition and will work to encourage all players to have a broad multi-faceted identity.

### **STANDARDS & DELIVERY**

#### **10.1 Identity**

Research shows that players with well rounded, multi-faceted identities are less prone to stress and depression and are better placed to transition from the sport successfully. The PDP is an important part of developing this. Players should be encouraged to broaden horizons, have interests outside the game and maximise the opportunities that are available to them.

#### **10.2 Personal Brand**

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Players should learn to use social media and other public opportunities to strengthen their "brand" and maximise their potential.

i) **Social Media**

Clubs should make sure that players receive awareness training in the responsible use of Social Media and are aware of the RFL's Social Media Code of Conduct. The RFL has a framework presentation which clubs can personalise to cover their club's Social Media policy. The presentation may be carried out by the PWM or the Media Manager. Clubs should monitor their players' Social Media output this should usually be carried out by the Media Manager, not the PWM. Clubs must have a clear Social Media policy which must be published through the club's usual channels.

ii) **Presentation & Public Speaking**

Clubs regularly require players to speak to groups both sponsors/hospitality guests and in schools/community settings. Clubs should ensure that players receive relevant training beforehand.

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**10.3 Values**

Clubs and PWMs will stress the importance of personal values and ethical decision making and will lead by example in this area.

**11 WELL-BEING & RESILIENCE**

**POLICY**

The RFL and Clubs recognise that stress, depression, addiction and other mental health issues are common across the population and professional players are no different. However players have the additional stress not just of living their lives in the media spotlight but also the tough macho culture of professional sport and rugby league in particular. These factors can add to the strains that players feel and make it more difficult for them to ask for help. The sport needs to make sure that there are both support networks in place and systems to pick up early distress signals.

Clubs recognise that a player's mental health and well-being are essential and undertake to operate at all times (including when the player is leaving the club) in a manner that enhances the player's opportunities to be mentally and physically well both in the short and long term. Clubs will ensure that their use of the contract system complies with this policy.

Clubs will also recognise that a significant number of players have alcohol and/or gambling addictions and will ensure that the club has an appropriate culture which does not encourage alcohol and/or gambling.

**STANDARDS & DELIVERY**

**11.1 Training**

Clubs will ensure that all relevant staff have the required mental health and counselling qualifications as set out from time to time in the RFL Operational Rules or in this Policy. PWMs and other club staff should monitor player behaviour and react to any signs of depression and/or addiction etc by speaking to the player on a one-to-one basis and ensuring that suitable support is available. PWMs must ensure they adhere to the Ethical Framework in not offering support for which they are not appropriately trained.

**11.2 Counselling & Rehabilitation Service**

## RFL PLAYER WELLBEING AND WELFARE POLICY

The RFL has an agreement in place with Rugby League Cares to provide "free to user" counselling and rehabilitation services which cover depression, anxiety, addiction, bereavement, marital breakdown and signposting to other organisations and/or services where necessary. In addition, the RFL will provide detoxification and psychiatric assessment as recommended by a clinical triage specialist. These services are confidential. All players must be made aware that these services are available including all new players to the club as part of their induction. A Rugby League Cares poster must be displayed on the Player Welfare noticeboard and contact details easily available on any intranet system used by clubs.

Where a player has confided with the PWM that he needs or is seeking assistance from Rugby League Cares the PWM should ensure that he has regular informal one-to-ones with the player to make sure that his treatment is progressing and to make sure that any assistance the club can provide is available to support the player.

Where the player agrees Rugby League Cares will provide the RFL and/or the player's PWM with the player's care plan so that the player can be helped to follow it. This is a vital part of the PWM role and PWMs are expected to provide the best possible support in this area and be able to show an audit trail of their support on the PWS (private notes).

### 11.3 Addiction

Clubs and PWMs will recognise the dangers and the reality of addiction within their playing staff and will take the utmost care in helping players to avoid addiction in the first place, recognise signs and symptoms of addiction, offer help in a supportive manner and support players in recovery.

Clubs acknowledge that recovery is a difficult process and they will make sure that all staff support the recovery process and do not act in a detrimental manner.

#### i) Club Cultures

All clubs will work towards an open and supportive dressing room culture that recognises that players and staff may have mental health and/or addiction problems and will support them in seeking help.

All staff at the club should be aware that at any time they may have players in recovery from alcohol, gambling or other addictions and should ensure that the club environment does not include a drinking or gambling culture.

In particular clubs must ensure that there are suitable protections and alternatives in place for players with alcohol and/or gambling problems or those who do not drink or gamble for other reasons such as religious beliefs on club "bonding" trips and "Mad Mondays". As a matter of good practice the PWM should speak to relevant players about the safeguards the club and the player intends to put in place. In addition, coaching staff and players should be made aware that when a player refuses a drink (or to gamble) no pressure should be put on them to do so.

Gambling and drinking must be strictly prohibited on Academy team coaches or within the Academy environment.

Each club must have an alcohol and gambling policy which is supportive of the principles in 11.3 i).

#### ii) Social & Prescription Drugs

All PWMs must be fully conversant with the terms of the RFL Social & Prescription Drug Policy and must ensure that all players new to the club receive information about the policy.

The RFL Social & Prescription Drugs policy is a welfare policy and as such the PWM is responsible for driving the policy within the club. This includes arranging such workshops as the RFL may require, speaking to individual players who the PWM reasonably believes may have a dependency or social use problem with drugs, receiving disclosures from players who seek help, managing the results of the RFL testing programme in conjunction with the club doctor and the RFL, managing a

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players' relationship with Rugby League Cares including ensuring that he keeps up with the recommended counselling and/or rehabilitation. It may also include attending initial AA or other support meetings with the player.

iii) **Alcohol**

PWMs will ensure that relevant workshops are provided within the club and ensure that they are aware of and look out for the signs of excessive drinking amongst their players. PWMs will deliver any RFL Alcohol Policy to their players and more widely to relevant staff members.

iv) **Gambling**

Clubs will deliver centrally provided workshops to ensure that players are educated about gambling addiction.

**11.4 Injured Players**

Clubs will ensure that appropriate medical treatment is provided promptly and be aware of the stress caused by injury.

PWMs shall ensure that they keep in regular contact with injured players (at least once a week) to monitor their state of mind and where the injury prevents them from attending the club and therefore regular contact with team mates will take action to ensure that they do not become isolated.

Where injury leads to early retirement the PWM and club will comply with the applicable requirements of 17 below.

**11.5 Disciplinary Proceedings & Dismissals**

PWMs will meet with all players who are disciplined and/or dismissed for disciplinary reasons immediately after their dismissal to see if there is any support required and the RFL Welfare Director must be informed immediately. Where a player is leaving the club due to disciplinary issues and/or where the relationship between PWM and player breaks down, his care must be transferred to the RFL Welfare department.

**11.6 Player Workshops & Training**

From time to time compulsory workshops will be provided to educate and support players in the areas of Mental Health and Well Being including mindfulness and resilience workshops.

**11.7 Other Support Networks**

PWMs will make sure that players are made aware of other relevant support networks such as:

i) **RFL Benevolent Fund (Try Assist)**

The PWM will ensure that players are made aware of the work of the RFL Benevolent Fund and that PWMs are aware of when a player may be eligible for assistance.

ii) **RL Cares – Hardship Grants/Loans**

RL Cares will consider making hardship grants or interest free loans on a case by case basis when a player faces severe hardship and all other routes have been exhausted. PWMs should be aware that this may be a possible route to assist players suffering financial hardship. Initial enquiries should be made through the RFL Welfare Department.

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## RFL PLAYER WELLBEING AND WELFARE POLICY

RL Cares rules stipulate that support cannot be provided to a player unless they are a member at the time of the application. Further details on how to become a member are available on [www.rugbyleaguecares.org](http://www.rugbyleaguecares.org)

### 12 CAREERS

#### POLICY

Players who join the first team squad should begin to prepare for their life after rugby league, clubs and players should be aware that injury may end a player's career at any time and plan accordingly. The RFL will provide careers advice for all players at this age which will include an analysis of the players intended post rugby career and assistance in building a Personal Development Plan. The RFL will provide quarterly stats to show where clubs are on attaining each year's target of Career Engaged as specified by the RFL from time to time.

All CEOs and Head Coaches will ensure that they support this policy and work with PWMs to make it a reality.

#### STANDARDS & DELIVERY

##### 12.1 Career Readiness

"**Engaged in Education or Career Training**" is the main KPI for ensuring the success of the objective that each player plan and prepare for their future career and to ensure that they are ready to move into that career when the time comes. Career Engaged is when a player is Exploring Options/Decided and in Action/Maintenance.

PWMs are responsible for ensuring that a player's engagement is completed accurately on the PWS.

##### 12.2 Career Coaches

The RFL/RL Cares will maintain a system of providing career guidance for players.

Each player should have a compulsory one-to-one meeting with a career guidance specialist who will complete a Career Action Plan (CAP) for the player. Where a player already has a well thought out and achievable post rugby league plan they do not need to have a one-to-one as long as their career path has been logged on the PWS. Where a player refuses a one-to-one this must be recorded on the PWS in the player's notes and this should be re-addressed sympathetically on at least an annual basis.

##### 12.3 CAPs, PWS Careers & Goals

All players should have their current status on Careers & Goals regularly updated on the PWS as specified by the RFL from time to time.

It is the PWM's responsibility to assist players in achieving the goals on PWS/objectives on their CAPs whilst encouraging the player to take responsibility for themselves. This is a key and essential part of the role of the PWM and each PWM should be able to demonstrate how their players are achieving the objectives set out in a CAP.

##### 12.4 Post Rugby League Career Preparation

###### i) CV Writing & Building

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The Careers Coaches can provide workshops on CV writing and these should be arranged for groups of players wherever possible to make best use of resources. PWMs should store copies of CVs on a player's RFL PWS record.

ii) **Job Search & Interview Techniques**

Job Search and Interview Techniques workshops are available from the Careers Coaches. Again wherever possible players should attend these workshops in groups in preparation for transition.

iii) **Networking**

PWMs will work with their commercial departments to ensure that there is at least one opportunity each year for each first team squad member to attend a networking event organised by the club. This networking event will generally be one that the club is already running and players will attend both to assist the club and to develop their own network of contacts.

PWMs will ensure that players understand the benefits of networking and how to achieve the most out of a networking event.

iii) **Work Experience**

In addition to local provision through Clubs the RFL will build and maintain a "bank" of work experience providers who will provide work experience to players. PWMs should ensure that all players have some work experience either as part of their personal development or to try out possible career paths or to gain experience for their CV.

**13 LEARNING, TRAINING & EDUCATION**

**POLICY**

Clubs and the RFL recognise that in order to have a smooth transition from the game players must undertake education and training during their Rugby League careers so that they have employment opportunities open to them on retirement. It is also recognised that research shows that professional sportsmen who study and/or train during their playing career perform better.

All Clubs will encourage participation in education and/or training and Clubs should consider offering grants for the provision for education and/or training as part of their contractual negotiations with players (Salary Cap exempt) or pay for courses and deduct costs from contract payments over a period of time. Clubs will honour the contractual obligation to give players every opportunity to study/train and give players positive support in this regard particularly by ensuring that there is time allowed as set out in the Standards.

The RFL and Clubs will work with education and training providers to access opportunities for players. In addition, all Clubs recognise the contribution RL Cares makes in providing grants towards education and/or training and will encourage all players to take out and maintain membership of RL Cares.

Head Coaches will ensure that outline training schedules (including days and afternoons off) are published four weeks in advance to allow players to commit to training and education courses. Changes to these should only be made when there are changes to matches and/or in adverse weather conditions.

Clubs will recognise the importance of lifelong learning and will encourage players to broaden their horizons, experience new ideas, cultures and understand the benefits of this approach to their long term career and mental health prospects.

Clubs acknowledge that work experience is invaluable in assisting a smooth transition to a post RL career and will encourage their players to take up opportunities, using their local business network.

It is considered best practice for all clubs to make some form of personal development compulsory each week.

## STANDARDS & DELIVERY

### 13.1 Time for Education &/or Training

All clubs shall ensure that all players have at least one afternoon a week when they are not required to attend training or club functions.

### 13.2 Prior Educational Attainment

Each player must have his prior educational attainment recorded accurately on the Welfare software.

### 13.3 Functional Skills

All players must have their educational achievement at English, Maths and ICT recorded on the PWS. Players who have not achieved English, Maths and ICT to GCSE C+ (or relevant national equivalent) should have their Functional Skills assessed and have objectives to attain either Functional Skills L2 or English, Maths and ICT to GCSE C+. The RFL has set a target that 100% of players who are within a first team squad will leave the game with Functional Skills at L2.

Clubs are expected to hold full squad Functional Skills screening sessions using either the RFL provider or a local provider who can offer the same service. Results must be inputted on the PWS and players identified as being below L2 should be encouraged to undertake training to gain the relevant qualifications.

### 13.4 Funding Education & Training

Whilst players should be prepared to invest in their own future clubs and the RFL have a role in helping players to fund education and training courses.

#### i) Rugby League Cares Grants

PWMs will ensure that players are aware of the grants towards Education and/or Training which are available from RL Cares. PWMs will ensure that information provided by RL Cares is distributed to all eligible players and that timely and accurate assistance in completing applications is given. PWM's are reminded that players who are not members of the charity are ineligible for grant assistance.

#### ii) Salary Cap, Contract Negotiations & Education Grants

All clubs should consider offering education/training grants to players as part of their contract negotiations. The grants should be for courses which are consistent with the player's CAP. Players are under no obligation to accept these grants but they must be available as part of the contract negotiation.

### 13.5 Education & Training Providers

#### i) RFL Provision

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## RFL PLAYER WELLBEING AND WELFARE POLICY

From time to time the RFL, through training and education providers will provide centrally organised courses for players. These courses will usually only be open to current or recently retired players (and other club staff) and will be run at times which best suit the majority of players. Wherever possible these courses will be fully funded to the end user, where they are not the costs will be made clear to players before registration.

### ii) RFL Coaching

The RFL will, where possible, provide relevant learning opportunities for players including but not limited to: RFL Coaching courses and Strength & Conditioning courses. The RFL will offer certain courses at discounted rates for professional players (currently Rates may vary from time to time) and current prices will be provided on application.

### iii) Education & Training Providers

The RFL will establish a network of education and training providers who are prepared to work around playing and training commitments. Providers will also be asked to provide mentoring assistance to players.

## 13.6 Education Support

### i) Education Mentors & Study Groups

Clubs will arrange Study Groups within their club to provide support for players who are studying both from the club and their peers. On request the RFL will arrange a network of Education Mentors who can support players undertaking degree courses.

### ii) Celebrating Success

Clubs must understand the challenges of returning to education as a professional player and celebrate players' successes in this area.

## 14 LIFE SKILLS

### POLICY

It is accepted that in order to achieve the aims of the Player Welfare Policy players will require interventions around life skills, both those which enhance their physical and mental performance on the field (responsibility of the coaching staff) and those that enhance their private lives both as players and during and after transition (PWM). The needs of each individual will be different and will be identified in Personal Development Plans.

### STANDARDS & DELIVERY

#### 14.1 Identification of Need

PWMs will be responsible for identifying need and will do so using the Personal Development Programme tools.

#### 14.2 Providing Suitable Interventions

Some interventions will be provided on an informal basis by PWMs using their coaching skills and others will take the form of workshops and other learning tools. In particular workshops will be provided for leadership, time management and lifestyle management.

## 15 FINANCIAL AND CONTRACTUAL MATTERS

### POLICY

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## RFL PLAYER WELLBEING AND WELFARE POLICY

It is recognised that whilst many professional players earn substantial salaries, others may well be able to earn more in alternative industries and that even the top earners have a career which is limited to a maximum of twenty years and in most cases a much shorter period.

The RFL and Clubs will ensure that players are provided with financial advice and education, information about pensions and insurance and given help and assistance if they encounter financial difficulties.

The RFL and Clubs will regularly review the insurance provision in place and in particular continue to review the possibilities of providing centralised income protection insurance.

Clubs and players must aim to act with courtesy and respect towards each other on contractual matters and apply the contractual terms as fairly and reasonably as possible.

### STANDARDS & DELIVERY

#### 15.1 Financial Services & Financial Advice Providers

The RFL will use best endeavours to maintain a relationship with a suitable financial provider who can give advice and education to players, provide competitive private banking, loans with competitive interest rates, debt management advice, set up accounts for overseas players prior to arrival, provide links to competitive insurance products.

Clubs may use their own provider to advise their players subject to the provider being appropriately regulated and the club having a MOU or equivalent with the provider. Where a club chooses to opt out of using the RFL's financial advice provider it must log the details of its advisor and the appropriate MOU with the RFL.

#### 15.2 Financial Education & Health Checks

Clubs will ensure that all players within their squad attend such compulsory financial advice workshops as the RFL shall determine. These workshops aim to give players basic financial literacy including budgeting skills and will include more detailed information on determining pensions, investments and insurance requirements.

Each player shall be entitled to a Financial Health Check through the RFL's financial provider which will ensure that the player understands his current financial position, has a personal financial plan and if necessary assist players to draw up their own financial plan and/or basic budget.

#### 15.3 Financial Difficulties

It is recognised that some players will find themselves in financial difficulties from time to time. PWMs will ask players as part of their formal one-to-one sessions whether they have any financial concerns and will informally watch for any obvious signs of financial distress.

Where players have financial difficulties PWMs may link the player up with the RFL's financial advice provider and/or provide information about other methods of obtaining advice on debt management. PWMs may also, in appropriate circumstances, signpost players to the RL Cares Hardship Grants/Loans scheme.

The RFL's financial advice provider will be available to meet with players who have run into financial difficulties or debt to provide advice on resolving the situation.

#### 15.4 Insurances & Pensions

##### i) Central Insurances

PWMs will make sure that all players are made aware of the scope and limitations of the RFL's central insurance provision, this may take the form of a short workshop or be carried out as part of Operational Rules 2025 – Player Welfare Policy

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## RFL PLAYER WELLBEING AND WELFARE POLICY

formal one to ones. The RFL will provide an annual Insurance Statement in an easy to read form which will summarise the insurance which is in place and the main areas for which no central provision is made.

### ii) Income Protection Insurance

PWMs will ensure through the provision of RFL provided workshops that players are aware that there is no central provision of income protection insurance for career ending injuries. Clubs may choose to take out their own Income Protection Insurance for their playing staff.

### iii) Pensions

The RFL will provide a reputable, regulated pensions advisor who will be available to provide workshops to players which give general pension advice. Clubs will ensure that players understand the club's auto enrolment scheme.

### iv) Private Medical Schemes/Funds

Clubs will ensure that all players on Full Time contracts are provided with documentation explaining the Private Medical Cover that is in place, the protocols in place to access it and what exclusions are in place. Clubs recognise their responsibilities in this area.

## 15.5 Standard Players Contract & Registrations

PWMs will ensure that they and their players attend any RFL provided workshops or deliver any RFL presentations explaining the Standard Players' Contract, the Supplementary Clause Bank, Grievance & Disciplinary Procedures and the Guidance Notes. PWMs will check that players have a signed copy of their current contract.

## 15.6 Club Rules

PWMs will ensure that the relevant coaching staff have made the club rules including any disciplinary provisions clear to all players and that the rules are available at the club in a clearly accessible manner. A copy of Club Rules must be provided to the RFL on an annual basis.

Disseminating the club rules amongst the playing staff is the responsibility of the CEO and Head Coach however PWMs should be aware of the Club Rules and where necessary help players to understand the implications of a breach of the rules.

## 15.7 RLPA - GMB

PWMs should be aware of the services available from RLPA - GMB:

The RLPA, through their Union Training schemes, have knowledge & experience in dealing with Contractual matters & can advise players (& clubs) of the legal obligations when signing a Contract of Employment. The RLPA can also represent players with regards to any Grievances that may occur or any Disciplinary matters at their clubs.

Membership of the RLPA includes unlimited cover of legal costs if the player has a genuine reason for challenge any decision by their club which might impact of their Contract of Employment & Terms & Conditions.

The RLPA has a 24 hour a day "Hotline" for Member Players to call if they need any advice or guidance with regards to their Contracts of Employment, or any Educational matters, etc.

## 16 GAME RULES

### POLICY

Operational Rules 2025 – Player Welfare Policy

## RFL PLAYER WELLBEING AND WELFARE POLICY

Players need to understand the standards and behaviours that are expected of them and the implications for their reputations and careers if their behaviour is not of the highest standards. PWMs are key to ensuring that players receive the education to equip them with the situations they will encounter as professional sportsmen.

Understanding the Operational Rules and policies that apply to them will help to ensure that players show respect to all (including language and behaviour) and make wise and ethical decisions both on and off the field.

### STANDARDS & DELIVERY

#### 16.1 Anti-Doping

Each professional player has to attend a workshop delivered by a UKAD Educator each year.

Deleted: Currently e

PWMs will provide support for any player who is charged by UKAD with an Anti-Doping Rule Violation. Clubs must inform the PWM of any Violation immediately. If the club/player relationship breaks down the player's support will be passed over to the RFL Welfare Department.

#### 16.2 Integrity in Sports Gambling

The RFL requires players to attend Integrity in Sports Gambling workshops to ensure that they understand the RFL's Operational Rules in relation to gambling, match fixing, inside information and general integrity. PWMs will receive training to ensure that they are conversant with the rules.

#### 16.3 Concussion

PWMs should ensure that they are supportive of this policy and are aware of the stress that a series of concussions may cause to a player.

#### 16.4 Equality & Diversity

The RFL has a policy of zero tolerance to "unacceptable behaviour" which includes racism, homophobia and sexism. PWMs should ensure that players are aware of the behavioural boundaries under which they operate both within the game and in society.

### 17 TRANSITION PROGRAMME

#### POLICY

It is recognised from experience, backed by academic research, that many players in all team sports struggle to cope with life after leaving professional sport. There are a variety of reasons for this: loss of the structured and disciplined environment that sport provides; no targets or goals; withdrawal from the support of teammates and camaraderie; missing the physical buzz of playing; financial hardship; loss of self-esteem, identity and a sense of belonging.

It is also recognised from experience and from academic research that there are factors which significantly help players transition successfully. These factors include greater control over transition, broad multi-faceted identity, social support, access to and making use of transition support, awareness of transferable skills and planning an exit strategy.

Players leave the sport at different stages: those that are not retained on the basis of performance either at the end of their first professional contract or at a later stage; retirement due to injury; dismissals following disciplinary action due to a variety of issues including dependency; club financial failure or relegation/promotion; and retirement due to age. The game requires a range of transition programmes to suit the various reasons for leaving the sport.

Clubs and the RFL are responsible for ensuring as far as possible that each player's transition is as positive as possible.

## STANDARDS & DELIVERY

### 17.1 Informing Players of Decisions about their Future

Where a player is going to be informed that he will not be offered a contract or that his contract is going to be terminated due to long term injury, clubs must do this in a sensitive and supportive manner. In particular players must not be isolated, excluded or treated in any other manner that could constitute bullying.

### 17.2 Transition Programme

The consistent application of the Player Welfare Policy and Standards should mean that all players are prepared for their transition out of the game. However, during the period just before a player leaves the game additional resource must be provided to ensure that each individual player's transition is as smooth as possible. In addition, until the Policy & Standards are completely embedded there will still be players for whom transition will be significantly challenging and who will therefore require additional support. However regardless of how well a player has been prepared for transition there are some players who will struggle particularly with the emotional impact. Research into transition shows that it is the first two to five years after leaving a team sport are the most difficult and that when a player feels that he is in control of the decision to leave the game and his future outside it he will find it easier than players who have the decision taken out of their hands who have no plans.

### 17.3 Transition Meeting & Information

The RFL will offer transition meetings for players who have not received a full time contract offer for the forthcoming season by 1 September and/or who have decided to retire from the full time game. The Transition Meetings will be held at clubs and must be considered compulsory. Clubs are responsible for ensuring that their players attend the relevant Transition Meeting and it is expected that their PWM will attend the meeting with them.

### 17.4 Delayed Transition

There are a considerable number of retired players currently in coaching or related roles who have spent their whole adult life in rugby league either as a player or a coach. These members of staff should be treated as players for the purposes of transition.

### 17.5 Club Player Transition Interview

PWMs must carry out a ~~one-to-one~~ interview with all players leaving the Club.

Deleted: one to one

### 17.6 Additional Measures

PWMs will, where the contact is welcomed by the player, keep in touch with players for at least twelve months after they have left the club and will provide reasons for players to get together with other past teammates. Where a PWM feels that the relationship between PWM and player may break down the player must be formally "handed over" to the RFL  
Clubs will:

- Ensure that its Players' Association is active and that the members feel valued
- Encourage its Players' Association to make contact with players after they have left the club
- Encourage the Players' Association to run a Masters teams for its ex-players (can be combined with commercial opportunities)
- Ask the Club Chaplain to keep in contact with players for two years after they have left and make sure that the Chaplain is aware of the support mechanisms still available

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## RFL PLAYER WELLBEING AND WELFARE POLICY

- Invite past players to reunions to celebrate anniversaries of significant club events eg Challenge Cup wins etc
- Invite past players to significant club events – opening of new stand, supporter forums etc
- Invite past players to matches (on a rota basis if numbers require)

NB for the purposes of 16 above Players' Association refers to any organisation which Clubs or players from a particular Club form which is linked to that Club.

### 18 PLAYER WELFARE – DELAYED TRANSITION

Clubs accept that there are a number of members of coaching and support staff at clubs who have moved straight from playing to working full time within the team environment. The Player Welfare Policy applies to these members of staff in so far as is consistent with their current role.

### 19 OTHER RELEVANT POLICIES

#### POLICY

Clubs and the RFL acknowledge that other game policies have a direct impact on Player Welfare and undertake to ensure as far as possible that players views are sought and welfare taken into account when reviewing existing policies and/or drawing up new ones.

#### STANDARDS & DELIVERY

The PWM will ensure that they have a working understanding of other relevant RFL Rules and policies such as the Medical Standards; Qualifications standards; RFL Agents Rules; RFL Anti-Doping Policy; RFL Registration & Salary Cap Rules; RFL Blood Borne Diseases Policy and RFL Safeguarding Policy and are available to support players with the impact of these policies.

PWMs will be asked to ensure delivery of relevant workshops to support player knowledge in these areas however delivery remains a club responsibility.

**LAST REVIEW DATE JANUARY 2025**

**NEXT REVIEW DATE JANUARY 2026**

## **SAFEGUARDING POLICY**

Every effort has been made by the RFL to ensure the accuracy of this information at the time of publication. This Policy is binding and forms part of the RFL Operational Rules. For guidance the reader is advised to contact the RFL Safeguarding team or take further advice if necessary. Where a synopsis of the Operational Rules is given the full Operational Rules as published by the RFL from time to time take precedence.

### **Acknowledgements**

The RFL would like to thank the NSPCC Child Protection in Sport Unit (CPSU) for their support and guidance. Special thanks also to the other sports whose work in this field has been a valuable source of information and inspiration.

Issued by the RFL January 2025

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### **CONTACT DETAILS**

#### **RFL SAFEGUARDING TEAM**

[safeguarding@rfl.uk.com](mailto:safeguarding@rfl.uk.com)

[07540636516](tel:07540636516)

#### **CPSU**

0116 366 5590 0116 366 5495

[cpsu@nspcc.org.uk](mailto:cpsu@nspcc.org.uk)

[www.thecpsu.org.uk](http://www.thecpsu.org.uk)

#### **NSPCC**

Child Protection Helpline - 0808 800 5000

[help@nspcc.org.uk](mailto:help@nspcc.org.uk)

### **INTRODUCTION**

Sport can and does have a very powerful and positive influence on people – especially children. Not only can it provide opportunities for enjoyment and achievement; it can also develop valuable qualities such as self-esteem, leadership and teamwork. These positive effects can only take place if sport is in the right hands – in the hands of those who place the welfare of all children first and adopt practices that support, protect and empower them.

The reality is that abuse, not only sexual abuse but physical and emotional abuse, as well as bullying, does take place in sport; and in some cases, coaches and other trusted adults in sport including Rugby League have been convicted of such offences through the courts or found guilty of Misconduct by the RFL.

Operational Rules 2025 – Safeguarding Policy

The RFL is committed to working in partnership with all agencies to ensure that information and training opportunities are available to ensure and promote best practice when working with children. Adopting best practice will help to safeguard these participants from potential abuse as well as preventing any unfounded allegations of abuse being made against coaches and other adults in positions of responsibility. The RFL Safeguarding Policy allows children to excel in a safe environment and transmit a reassuring signal to parents that positively impacts on participation.

This document is binding for the game as a whole to everyone in Rugby League, whether involved in either a professional or voluntary capacity or as a parent, spectator or participant.

Everyone in Rugby League has a duty of care towards children and other vulnerable players and officials and must help to protect them from abuse.

## **1 SAFEGUARDING POLICY**

### **1.1 INCORPORATION**

The RFL Safeguarding Policy and associated policies and procedures have been adopted by the whole game. All individuals involved in Rugby League in England and those from outside England that participate in a Competition that fall under the jurisdiction of the RFL at every level, including but not limited to players, match officials, coaches, administrators, club officials, parents, agents and spectators are all bound to abide by this Policy, by the RESPECT Code of Conduct, by the Tackle It Policy, by the Rugby League Coaches' Code of Conduct and by any other applicable Code of Conduct published by the RFL. All such individuals by participating or being involved in Rugby League are deemed to have assented to and as such recognise and adhere to the principles and responsibilities embodied in this Policy & the Codes.

### **1.2 RFL SAFEGUARDING POLICY STATEMENT**

**The RFL recognises and embraces its responsibility to safeguard children and sets out this commitment below:**

- 1.2.1 The RFL mandates that it is the responsibility of every adult involved in rugby league to ensure that every child who plays or otherwise participates in Rugby League should be able to take part in an enjoyable and safe environment and be protected from abuse.
- 1.2.2 The RFL recognises its responsibility to safeguard the welfare of all children involved in the game by protecting them from physical, emotional or sexual harm and from neglect or bullying as far as is possible.
- 1.2.3 The RFL is committed to working to provide a safe environment for all children to participate in the sport to the best of their abilities for as long as they choose to do so.
- 1.2.4 The RFL recognises that all children have a right to be protected from abuse irrespective of their age, gender, culture, disability, race, faith, religious belief, sexual orientation, all other protected characteristics and any other physical or other characteristic.
- 1.2.5 The RFL believes that the child's welfare is paramount and will be put before other considerations such as winning matches or the success and achievement of adults or clubs or representative teams.
- 1.2.6 The RFL recognises that abuse and poor practice does take place in sport and that raising awareness and understanding of the main forms of abuse and poor practice and requiring reporting if abuse or poor practice is suspected, will further safeguard children participating in Rugby League.

### **1.3 KEY PRINCIPLES OF THE SAFEGUARDING POLICY**

Operational Rules 2025 – Safeguarding Policy

**All those bound by this Policy should be conversant with the entirety of this Safeguarding Policy but for easy reference the key principles of the Policy are set out below. A breach of any of the following is a breach of the Safeguarding Policy and therefore Misconduct under Operational Rules Section D4.**

- 1.3.1 Every adult has a moral and statutory duty for the care, custody and safety of any child under the age of 18 under their supervision
- 1.3.2 The child's welfare is paramount and will be put before any other considerations such as winning matches or other competitive success.
- 1.3.3 All children, irrespective of age, disability, faith, gender, race or sexual orientation have the right to be protected from abuse (including but not limited to sexual abuse, grooming, breach of position of trust, physical abuse, neglect, bullying or undue pressure from any source) or poor practice.
- 1.3.4 Children must not be subjected to discrimination and/or abuse from any person, including spectators, based on their age, disability, faith, gender, race or sexual orientation and/or references to ability, height, weight or any other characteristics
- 1.3.5 All participants have a duty to report incidents, allegations or suspicions of poor practice or abuse or other breaches of the Safeguarding Policy and failure to do so is a breach of the Policy.
- 1.3.6 All participants have a duty to co-operate with and tell the truth to any RFL or Statutory Body's safeguarding investigation.
- 1.3.7 All incidents, allegations or suspicions of poor practice or abuse must be taken seriously and responded to swiftly and appropriately in confidence where possible
- 1.3.8 All children have a right to play or otherwise participate in the game of Rugby League in a safe and enjoyable environment.
- 1.3.9 All children must be allowed access to the game in a way that is appropriate for their age and ability and must be coached and trained by appropriately qualified coaches who abide by the Coaches' Code of Conduct and set a good example of behaviour, both on and off the pitch.
- 1.3.10 Children must not be required to play in too many games, or to attend training sessions, as to become a threat to their physical or emotional well-being and must not be allowed or encouraged to play when injured and/or concussed or potentially concussed.
- 1.3.11 Children must be allowed and encouraged to participate for fun and enjoyment rather than results on the pitch and must be given a fair share of playing time.
- 1.3.12 Children should be encouraged to achieve their potential and allowed to compete at the level at which they feel comfortable. This may not always be the highest level at which they could play.
- 1.3.13 Children will be provided with appropriate management, support, personal and social development with regard to their involvement in the game of Rugby League, whether they are playing, volunteering or officiating in the community or professional game.
- 1.3.14 All will comply with the Mandatory Safeguarding Requirements.
- 1.3.15 All those involved in Rugby League will ensure that they are adequately trained and understand the appropriate policies to ensure they are able to implement this policy.

Where specialist training sessions are planned then the coach taking the session and in overall responsibility of the session must be qualified in the type of activity being undertaken.

NB All children in the context of this Policy includes, but is not limited to, players, officials & volunteers, match officials, ball crews, cheerleaders and dancers, pre-match entertainment participants, spectators and/or visitors.

#### **1.4 SAFEGUARDING VULNERABLE GROUPS RULES**

The Safeguarding Vulnerable Groups Rules have been adopted by the RFL, its Members and any other relevant body in England and participation, officiating, spectating or any other involvement in the game in England is dependent on acceptance of the Rules and this Policy. To ensure clarity and consistency in the matter of issues relating to Safeguarding, all Members of the RFL have delegated responsibility to the RFL.

#### **1.5 DEFINITIONS & ASSUMPTIONS**

This Policy is based on the following principles:

- Child - This policy recognises and builds on the legal and statutory definitions of a child. The distinction between ages of consent, civil and criminal liability are recognised but in the pursuit of good practice in the delivery and management of Safeguarding in Rugby League, a child is recognised as being under the age of 18 years (Children's Act 2004 definition).
- Adult at Risk – “any person aged 18 years and over who is or may be in need of community care services by reason of mental health issues, learning or physical disability, sensory impairment, age or illness and who is or may be unable to take care of him/herself or unable to protect him/herself against significant harm or serious exploitation”. The RFL has an Adults at Risk Policy.
- Confidentiality should be upheld in line with the Data Protection Laws and the Human Rights Act 2000 with the rider that the welfare of the child is paramount.
- The term “parents” used throughout this document is a generic term to represent parents, carers and guardians.
- The term “club” is used throughout this document as a generic term to represent any Rugby League agency in charge of players under the age of 18 years and includes, but is not limited to, Leagues, schools, festivals, tournaments, representative sides and Match Officials Societies.
- “Members” shall mean those organisations which are members of the RFL from time to time.
- The term ‘Club Welfare Officer’ is used throughout this document. A club welfare officer is the person within a sports club with primary responsibility for managing and reporting concerns about children and for putting into place procedures to safeguard children in the club. In the elite game they may also be referred to as Safeguarding Lead.

## **1.6 LEGAL FRAMEWORK**

The RFL's approach to Safeguarding is based on the principles recognised within UK and international legislation and Government guidance. The following has been taken into consideration:

- The Safeguarding Vulnerable Groups Act 2006
- Protection of Freedoms Act 2012
- Working Together to Safeguard Children (DOH) 2023
- The Children Act 1989
- The Children Act 2004
- The Human Rights Act 1998
- The Sexual Offences (Amendments) Act 2000
- The Sexual Offences Act 2003
- The Police Act 1997
- The Protection of Children Act 1999
- The Rehabilitation of Offenders Act 1974
- The General Data Protection Regulations 2018
- The Equalities Act 2010
- Information Sharing Advice for Safeguarding Practitioners 2015
- Children and Social Work Act 2017

## **2 RESPONSIBILITY FOR SAFEGUARDING IN RUGBY LEAGUE**

### **2.1 WHO HAS RESPONSIBILITY FOR SAFEGUARDING IN RUGBY LEAGUE?**

The RFL and all individuals, clubs, leagues, societies, associations and other agencies involved in Rugby League will:

- Accept the moral and legal responsibility to implement safeguarding procedures and to provide a duty of care for children, safeguard their wellbeing and protect them from abuse and poor practice
- Listen to children and respect and promote their rights, wishes and feelings
- Recruit, train and supervise its employees and volunteers to adopt best practice to safeguard and protect children from abuse
- Require all staff and volunteers to adopt and abide by this Safeguarding Policy, the RESPECT Code of Conduct and the Rugby League Coaches' Code of Conduct
- Respond to any allegations appropriately. Should any urgent statutory referrals or reports be made by a club they must be reported to the RFL Safeguarding Department as soon as possible either by phone or email.
- Report all concerns, allegations or disclosures to the RFL.
- Should a statutory agency such as but not limited to, the police, Social Care or the Local Authority Designated Officer make contact with a club directly, then the club must advise them to make contact with the RFL Safeguarding Department.

- Recognise that it is the responsibility of the RFL Safeguarding Case Management Group, experts and agencies to determine whether abuse has taken place but it is everyone's responsibility to report any concerns.
- Recognise that working in partnership with children, their parents and other agencies is essential for the protection of children.
- Co-operate fully and promptly with the statutory bodies and/or the RFL in any investigation.
- Recognise the statutory responsibility of the Designated Officers (also known as Local Authority Designated Officer) to ensure the welfare of children and work with them to comply with procedures.

## **2.2 RFL SAFEGUARDING MANAGER**

The role of the RFL Safeguarding Manager is to:

- Take the lead role in the development and establishment of the RFL's approach to safeguarding children, including reporting to the RFL Board and producing the RFL's Safeguarding Policy
- Manage cases of poor practice and/or abuse reported to the RFL and keep suitable records in accordance with General Data Protection Regulation
- Manage referrals to Designated Officers and/or Children's Social Care and/or Police and/or other agencies as appropriate
- Be a central point of contact for internal and external agencies
- Represent the RFL at external meetings related to Safeguarding
- Co-ordinate dissemination of policy, procedures and resources throughout the organisation
- Provide advice and support to the League and Club and Match Officials' Society Welfare Officers
- Advise on the RFL's Safeguarding training needs and develop a training strategy
- Maintain confidentiality in cases except where to do so would put a child at risk
- Maintain, roll out & review the RFL Safeguarding Plan
- Ensure adherence to CPSU standards
- Attend CPSU National Lead Officers' meetings and training.

## **2.3 LEAGUE WELFARE OFFICER**

Each League should appoint a League Welfare Officer who has been DBS checked at an enhanced level and attended training as required by the RFL from time to time. The League should consult with the RFL Safeguarding Manager who will support them in the recruitment of this position to ensure they have the relevant experience and qualifications to be appointed to the role.. The role of the League Welfare Officers is to provide the following service within their League:

- Ensure that all Clubs have met the Mandatory Safeguarding Requirements as set out from time to time
- Encourage and promote best practice
- Promote the RFL's education opportunities
- Act as an initial point of contact should a member of a club have a concern or query

- Refer all concerns or queries to the RFL in line with the reporting procedures below on to the Globocol Case Management System
- Act as a link between the RFL and the League
- Receive confidential information from the RFL SCMG about cases on a need to know basis

## 2.4 CLUB WELFARE OFFICER

All clubs must identify a designated person to take the role of Club Welfare Officer (CWO) who will lead on Safeguarding within the club. Before this person takes up their role they must be registered with the RFL, a process which includes undertaking an enhanced DBS check and attending such training as is required from time to time.

The CWO must have a formal role on the club's management committee, play an active part in decision-making and be supported by the management committee. The CWO will require support from the club, and designated training and support will be provided by the RFL. Clubs running a number of teams may need to appoint more than one CWO to ensure sufficient cover.

The role of the Club Welfare Officer is to:

- Ensure that the RFL Safeguarding Policy is adhered to within the Club
- Ensure all roles are assessed for eligibility for DBS checks and ensure checks are carried out
- Ensure safe recruitment procedures are followed
- Attend 'Safeguarding and Protecting Children' course and 'Time to Listen' course and keep the qualifications up to date
- Attend the RFL Safeguarding Conference at least every two years or as required and requested by the RFL
- Ensure that Coaches have completed the 'Safeguarding and Protecting Children' course
- Act as first point of contact for coaches, parents or children who may have concerns (contact details must be included on the club website and noticeboard)
- Report any concerns to the RFL
- Ensure that information from the RFL is disseminated to relevant club personnel.

The CWO should also be:

- Appointed and supported by Club Committee.
- Able to identify poor practice and abuse – behaviour that is harmful to children.
- Aware of the RFL's role and responsibilities to safeguard the welfare of children.
- Aware of the boundaries of the CWO role, e.g. it is not the CWO's role to investigate allegations; it is the duty of the CWO to report concerns in line with the RFL reporting procedures.
- Able to comply with confidentiality requirements.
- Well versed in working within the RFL Safeguarding Policy and associated procedures
- Aware of Equality and Diversity issues and additional Safeguarding vulnerability.

All the above can be obtained through attending Safeguarding & Protecting Children training, RFL 'Time to Listen' training and via the regular RFL updates and conference.

## **2.5 MATCH OFFICIALS SOCIETY WELFARE OFFICER**

All Match Officials Societies must identify at least one designated person to take the role of Match Officials Society Welfare Officer (MOSWO) to handle Safeguarding issues. Before this person takes up their role they must be registered with the RFL, a process which includes undertaking an enhanced level DBS check and attending such training as required from time to time.

The MOSWO must have a formal role on the Match Officials Society Committee, play an active part in decision-making and be supported by the Committee. The MOSWO will require support from all members of the Society, designated training and support will be provided by the RFL.

The MOSWO has the same role and requires the same knowledge as a CWO as set out above. Throughout this Policy where the term CWO is used the same applies to a MOSWO where applicable.

## **3 BEST SAFEGUARDING PRACTICE IN RUGBY LEAGUE**

### **3.1 DUTY OF CARE**

Every person, club, league or other organisation in Rugby League has a legal duty of care to ensure the safety and welfare of any child involved in Rugby League or related activities, to safeguard them and protect them from foreseeable forms of harm.

Safeguarding involves all involved in Rugby League acknowledging that this duty of care exists and putting practical measures in place throughout the game to minimise the likelihood of foreseeable harm arising.

In order to ensure that all children are safe there must be sufficient adults present to provide an appropriate level of supervision at all times.

The RFL has adopted the NSPCC guidelines, which are detailed below:

0-2 years – one adult to three children

2-3 years – one adult to four children

4-8 years – one adult to six children

9-12 years – one adult to eight children

13-18 years – one adult to ten children.

For the avoidance of doubt, each adult above must be appropriately DBS-checked by the RFL and must be operating in an official capacity with the team or group in question unless special dispensation is granted by the RFL.

### **3.2 MANDATORY SAFEGUARDING REQUIREMENTS**

It is essential that every club complies with the Mandatory Safeguarding Requirements set out below. Having these policies and procedures in place is essential. The following is a list of the fundamental duties of every Club to demonstrate this duty of care. Other organisations such as Leagues, schools,

festivals, tournaments, representative teams and Match Officials Societies must take the appropriate and relevant steps for their circumstances – the RFL is available to offer advice as required.

**All clubs must:**

- Recruit, appoint, register and arrange for the training of a CWO who is the designated contact for Safeguarding issues
- Display their Club's own Safeguarding Policy Statement prominently at the club house where possible and in all cases on the website
- Ensure that all coaches and other volunteers who are engaged in Regulated Activity hold a current RFL DBS
- Follow the RFL reporting procedures by reporting all concerns, allegations and disclosures to the Safeguarding Case Management Group (SCMG)
- Comply with Do Not Deploy, Temporary or Permanent Suspension Orders and inform the SCMG if they believe a person is breaching such an Order
- Work within Safeguarding Principles including a commitment to RESPECT and Anti-Bullying
- Listen to children to ensure they feel empowered and ensure there is an open and listening environment
- Display CWO contact details around the club and on the website
- Have a Safeguarding policy which everybody at the club understands and puts into practice on a daily basis
- Ensure that children are appropriately supervised at all times including, at training, on match day and at any club organised events, festivals and tours
- Ensure that the following policies & procedures exist within the Club:

**Policies**

- Safeguarding Policy
- Selection & Recruitment Policy
- Whistle Blowing Policy
- First Aid Standards
- Dressing Room Policy
- Anti-Bullying Policy
- Equality Policy
- RESPECT
- 100% ME Anti-Doping Policy
- Confidentiality and Data Protection
- Managing Challenging Behaviour & the Use of Force
- Photography Policy
- Travel Policy
- Social Media Policy

- Live Streaming Policy
- Escalation Policy
- Touring with Children Guide.

### **Procedures**

- Procedures for reporting concerns of abuse or poor practice
- Complaints & disciplinary procedures
- System for collecting player information and parental consent
- A Listening Club forum for children to express their views
- Information for parents and children
- Transport & away game/tour procedures
- Safer Recruitment and Selection procedures.

These policies and procedures are available on request from the RFL either as completed documents or as templates for clubs to adapt to their own circumstances.

### **3.3 RECRUITMENT, EMPLOYMENT AND DEPLOYMENT OF STAFF AND VOLUNTEERS**

Anyone may have the potential to abuse children and some sex offenders use sport as a means to access and groom children in preparation for abuse, therefore all reasonable steps must be taken to ensure that people who are potential perpetrators of abuse or are otherwise unsuitable to work with children and young people due to their sexual or other behaviours are prevented from doing so.

It is also important to ensure that individuals who have a record of violence or an inability to control their temper or a record of domestic or animal abuse or abuse of drugs are appropriately risk assessed and where appropriate do not have access to children.

However, having a criminal record does not necessarily prohibit an individual from working with children. The RFL are obligated to conduct thorough risk assessments on any DBS disclosures that include relevant information. All staff involved in the risk assessment process are trained and carry out risk assessments in line with their training and the provisions of the RFL Policy on the Rehabilitation of Offenders. It is essential that the same procedures are used consistently for all posts whether staff or volunteers are full time or part-time.

Under this Policy all individuals working on behalf of, or otherwise representing, an organisation are treated as employees whether working in a paid or voluntary capacity.

All Clubs at all levels must use the recruitment procedures set out in detail on the RFL website and these must be followed for all relevant recruitment whether staff or volunteers. Clubs should remember that these procedures should be applied to people who are already involved in the club and subsequently take on a role which gives them greater access to children. Clubs should ensure that those staff and volunteers already involved in the game undergo the appropriate parts of the recruitment procedures in particular DBS checks, although these are only part of a safe and effective recruitment and selection procedure.

In particular, pre-appointment checks should be made including carrying out Disclosure & Barring Service (DBS) checks through the RFL and taking up references. DBS checks must be completed every three years for existing staff or more frequently if instructed to do so by the SCMG. Coaching staff must have their qualifications checked and their coaching licence must be inspected and the number recorded. Coaches must also be reminded that they have agreed to abide by the Coaches' Operational Rules 2025 – Safeguarding Policy

Code Conduct and the RESPECT Code of Conduct. Coaches (and other volunteers where relevant) should be given copies of these documents

In addition, clubs should be clear about their club's aims and philosophy and whether a coach or volunteer is a good match for that club. Carrying out interviews, taking up references and criminal record checks are an important part of safe recruitment but also help to check that individuals meet the club ethos.

Once volunteers and staff are in place it is essential that they go through an induction process and that their behaviour and performance is monitored and feedback given. Club Management should be vigilant and look out for any concerns about poor practice or abuse and act on them at an early stage following the guidelines in this document. The Club management should also offer appropriate support, through liaison with the RFL Safeguarding Manager to those who report concerns/complaints and those accused.

### **3.4 GENERAL PRINCIPLES OF GOOD PRACTICE**

The following is a non-exhaustive list of the general principles of good practice with children:

- Treating all children equally, and with respect and dignity
- Promoting a culture which ensures children are listened to and those views acted on (see RFL Listening Club Initiative)
- Respecting all children as individuals
- Always putting the welfare of each child first, before winning matches or achieving goals or supporting coaches
- Making rugby league fun, enjoyable and promoting fair play
- Ensuring that all disciplinary sanctions are fair, proportionate to the issue and the child's age, and do not involve violent or physical punishment or humiliation
- Communicating with parents to promote positive outcomes for children
- Physical exertion, e.g. running around the pitch should not be used as a method of punishment
- Always working in an open environment (e.g. not having private or unobserved situations and encouraging an open environment (e.g. no secrets)
- Maintaining a safe and appropriate distance, both physical and emotional, with children
- Building balanced relationships based on mutual trust which empowers children to share in the decision-making process
- Not having sexual relationships with children at the club including 16 or 17 year olds - this includes all coaches and other staff or volunteers at a club
- Being an excellent role model – this includes not smoking, vaping or drinking alcohol in the company of children whilst undertaking any role within an RFL setting, promoting a healthy diet and condemning the use of illegal and performance enhancing substances.

Policies covering best practice guidelines for working with children can be found on the RFL website [Resources \(rugby-league.com\)](https://www.rugby-league.com/resources)

### **3.5 EQUALITY, DIVERSITY & INCLUSION**

The RFL endorses the principle of equality, diversity and inclusion and will strive to ensure that everyone who wishes to be involved in Rugby League:

- Has a genuine and equal opportunity to participate to the full extent of their own ambitions and abilities, without regard to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, or sexual orientation; and
- Can be assured of an environment in which their rights, dignity and individual worth are respected, and in particular, that they are able to enjoy their engagement with Rugby League without the threat of intimidation, victimisation, harassment, bullying or abuse.

The RFL is committed to avoiding and eliminating discrimination of any kind and will under no circumstances condone unlawful discriminatory practices. Rugby League has a zero-tolerance approach to discrimination, intimidation, harassment, victimisation, bullying and abuse.

Diversity is recognising, valuing and respecting the diversity of everyone. Diversity encompasses visible and non-visible differences which may include, but are not limited to, differences protected by the Equalities Act 2010.

### **Why is a commitment to Equality and Diversity essential?**

- 1 It is morally the right thing to do – both in terms of everyone’s wellbeing and the wider reputation of the club as a safe and welcoming environment
- 2 It will grow the sport of Rugby League – if a club is seen to be inclusive, to challenge inequality and discrimination and to ensure the safety and well-being of all participants – there will be increased participation particularly among underrepresented groups and a greater likelihood that participants will stay involved
- 3 Legal responsibility – if a child experiences discrimination, victimisation or harassment based on their gender, race, disability, religious beliefs, faith, age or sexual orientation the club could face legal proceedings which are costly in terms of possible fines as well as a damaging loss of reputation
- 4 Certain groups can be more vulnerable to abuse.

### **3.6 EDUCATION**

It is essential that a sufficient number of individuals within the club have a basic level of Safeguarding training to ensure that this Policy is adhered to throughout the club. The current course which gives this knowledge is ‘Safeguarding and Protecting Children’ (SPC.) This course is an Activefirst course which is required for the RFL L2 Coaching Licence and is also a mandatory qualification for all those working with children. For those who have previously attended this course a refresher is available online.

The RFL will only accept SPC completed by Activefirst as this qualification has been accredited by The Chartered Institute For The Management of Sport and Physical Activity (CIMSPA) which forms part of the CPSU Accreditation.

CWOs need more knowledge than other volunteers in order for them to be as effective as possible in fulfilling their role and responsibilities. This knowledge is imparted through the ‘Time To Listen’ (TTL) course. This course was designed by the NSPCC Child Protection in Sport Unit (CPSU) and has been amended by the RFL (with CPSU approval) to reflect practices within the game. Although this course is primarily aimed at CWOs, other volunteers are more than welcome to attend in order to increase their knowledge.

### **3.7 LIVE STREAMING**

Clubs, Leagues and other organisations are regularly making use of live streaming to showcase their matches and events in Rugby League. It is important that those involved in youth and junior Rugby League are aware of the RFL’s Live Streaming Policy which can be obtained by contacting the RFL.

This Policy sets out the mandatory requirements when providing a live stream in Rugby League and is intended to encourage good practice and ensure that streaming is carried out in a safe and appropriate manner.

Further guidance is available from the Safeguarding Manager at the RFL.

### **3.8 MANAGING CHALLENGING BEHAVIOUR**

Coaches & other volunteers may have to deal with challenging behaviour from the children or young people in their care. It is important that those involved in youth and junior Rugby League are aware of the RFL's Policy for Managing Challenging Behaviour which can be found on the RFL website or can be obtained by contacting the RFL.

This Policy aims to encourage good practice, suggest some strategies and sanctions which can be used and identify unacceptable sanctions or interventions which must never be used.

The Policy is based on the following principles:

- The welfare of the child is paramount
- All those involved in the sport including children, coaches & volunteers should have clear guidelines about the standard of behaviour which is expected and the processes for dealing with behaviour which is unacceptable
- Children must never be subject to any form of treatment that is harmful, abusive, humiliating or degrading
- Some children's behaviour may be caused by medical or psychological conditions. Coaches & volunteers may need additional help including discussing the child's needs with parents and/or carers and possibly from external agencies that already support that child
- Rugby League can be a beneficial experience for all children and children should only be excluded from the sport in exceptional cases.

## **4 ABUSE &/OR POOR PRACTICE**

### **4.1 RECOGNISING ABUSE &/OR POOR PRACTICE**

It is essential that all adults involved with children in Rugby League understand what constitutes abuse and/or poor practice, how to recognise it and how to respond to disclosures and allegations (see Section 5). Abuse and poor practice can be very emotive and difficult subjects; however, it is important that they are discussed openly at clubs as this helps create an environment where people are more aware of the issues and sensitive to the needs of children. This open environment also gives people more confidence in recognising abuse and /or poor practice and reacting to it.

Abuse can and does occur outside the family setting. Even for those experienced in working with child abuse, it is not always easy to recognise a situation where abuse may occur or has already taken place. The staff and volunteers in Rugby League, whether in a paid or voluntary capacity, are not experts at such recognition. However, they do have a responsibility to act if they have any concerns about the behaviour of someone (an adult or another child) towards a child and to follow the procedures set out in Section 5 of this document.

### **4.2 DEFINING ABUSE**

Any person may abuse or neglect a child by inflicting harm or by failing to act to prevent harm. Children may be abused in a family or institutional or club environment by people known to them or

more rarely by a stranger. Children can be abused by adults or by other children and some forms of abuse may be carried out through social media.

The effects of abuse can be extremely damaging and if allowed to continue or left unacknowledged may follow a person into adulthood. For instance, a person who has been abused as a child may find it difficult to maintain stable or trusting relationships, may suffer from low self-esteem or self-harm, may become involved in drugs or prostitution, may attempt suicide and may inflict the same behaviour on to other children in future.

#### **4.2.1 Categories of Abuse**

##### **i) Physical Abuse**

Physical abuse occurs if people physically hit, burn, poison, shake or in some way hurt or injure children and young people, or fail to prevent these injuries from happening. In Rugby League, physical abuse could happen where training methods are inappropriate for the developmental age of the child or young person, where they are allowed to play with an injury or when concussed or potentially concussed or before the appropriate Graduated Return To Play has been completed or where inappropriate drugs or alcohol are offered or accepted. It would clearly happen if a child or young person is hit or physically restrained or manhandled by those supervising the game or training session.

##### **ii) Neglect**

Neglect takes place if adults fail to meet a child or young person's basic physical needs, e.g. for food, warmth and clothing, or emotional needs such as attention and affection. It occurs if children or young people are left alone or inadequately supervised or where they are exposed to danger, injury or extreme weather conditions. In Rugby League, neglect could occur if children or young people do not have proper supervision, clothing or are allowed or encouraged to play whilst injured or the concussion rules are not followed. It could occur if a child or young person's particular health needs are disregarded before, during, or after a game.

##### **iii) Sexual Abuse**

Sexual abuse occurs if children or young people are used to meet another person's sexual needs. This includes any form of sexual behaviour with a child or young person (by an adult or another child or young person), the use of sexually explicit language and jokes, inappropriate touching and exposure to pornographic material. It also includes 'sexting' an increasingly common activity among children and young people, where they share inappropriate or explicit images on-line or through mobile phones. 1 in 4 children have received unwanted images on the subject of sex according to the NSPCC 2014. Creating an indecent image of someone under 18 or sending such images is against the law. Sexual abuse can occur in Rugby League. For example, where there is inappropriate touching, or where sexually-explicit jokes occur between adults and children or young people or if indecent images are taken or adapted and placed on pornography sites.

##### **iv) Emotional Abuse**

Emotional abuse includes frequent threatening, taunting or sarcastic behaviour, along with holding affection or being extremely overprotective. It includes racist or sexist behaviour and demeaning initiation ceremonies. It can be inflicted by other children and young people as well as by adults. Children and young people who are being abused or bullied in any way will also experience emotional abuse. In Rugby League, coaches or parents emotionally abuse children and young people if they constantly criticise, abuse their power, or impose unrealistic pressure to perform to a high standard. It may also occur if a club allows members to deride people with disabilities or from minority cultures and use derogatory language about them.

##### **v) Bullying**

Operational Rules 2025 – Safeguarding Policy

Although anyone can be the target of bullying, children and young people who are perceived as "different" from the majority may be at greater risk of bullying. This includes children and young people from minority cultures or children and young people with disabilities. Bullying can be defined as:

- Physical: hitting, kicking and theft
- Verbal: name calling, constant teasing, sarcasm, racist or homophobic taunts, threats and gestures
- Emotional: tormenting, mobile text messaging, ridiculing, humiliating and ignoring
- Sexual: unwanted physical contact or sexually abusive comments.

Bullying can take place anywhere but is more likely to take place where there is inadequate supervision. In Rugby League it is more likely to take place in the changing rooms or on the way to and from the Rugby League pitch - but can also take place at a training session or in a competition. Rugby League's competitive nature can create and even support an environment for the bully if individuals and clubs are unaware.

In an NSPCC survey of young people (2000), bullying was reported to be the most common source of distress and anxiety.

The bully in Rugby League can be:

- A parent who pushes too hard
- A coach or manager who has a win-at-all-costs philosophy
- A coach who excludes a player or does not give them game time
- Allowing other children or parents to make decisions on excluding a child
- A child or young person intimidating another
- An official who places unfair pressure on a child or young person.

Bullying includes Cyber-Bullying which is using on-line spaces to spread rumours about someone or exclude them. It can also include text messaging, including video and picture messaging.

#### **vi) Child Trafficking &/or Modern Day Slavery**

Child Trafficking and/or Modern Day Slavery involves the taking of children out of their protective environment and preying on their vulnerability for the purpose of exploitation. Any concerns about the possibility of a child or young person being trafficked or enslaved should be reported via the statutory agencies.

Although no precise figures exist, the International Labour Organization (in 2005) estimated that between 980,000 to 1,225,000 children - both boys and girls - are in a forced labour situation as a result of trafficking internationally.

#### **vii) Female Genital Mutilation**

Female genital mutilation is a form of child abuse common to some African, Asian and Middle Eastern communities in the UK. This illegal and life-threatening initiation ritual can leave young victims in agony and with physical and psychological problems that can continue into adulthood. Carried out in secret and often without anaesthetic it involves the partial or total removal of the external female genital organs. The NSPCC Female Genital Mutilation (FGM) helpline offers specialist advice, information and support to anyone concerned that a child's welfare is at risk because of female genital mutilation. Though callers' details can remain anonymous, any information that could protect a child from abuse will be passed to the Police or Social Care services. Clubs should be mindful if a regular attender goes missing from a club or if a child, their peer or relative starts expressing worries about a trip abroad. If you are worried that a child may be at risk of FGM, you can contact the 24 hour helpline anonymously on 0800 028 3550 or email [fgmhelp@nspcc.org.uk](mailto:fgmhelp@nspcc.org.uk). If you wish to find out more about FGM then you can access the NSPCC's fact sheet: <https://learning.nspcc.org.uk/child-abuse-and-neglect/fgm>

**viii) Forced Marriage**

A forced marriage is where one or both people do not (or in cases of people with learning disabilities, cannot) consent to the marriage and pressure or abuse is used. It is recognised in the UK as a form of violence against women and men, domestic/child abuse and a serious abuse of human rights. The pressure put on people to marry against their will can be physical (including threats, actual physical violence and sexual violence) or emotional and psychological (for example, when someone is made to feel like they're bringing shame on their family).

The Forced Marriage Unit (FMU) operates a public helpline to provide advice and support to victims and those being pressurised into forced marriages. Of the 1,300 plus cases dealt with in 2012 40% of victims were under 18. If you are worried that a child may be at risk of forced marriage, you can contact FMU via the helpline on 020 7008 0151 or email [fmufco@fco.gov.uk](mailto:fmufco@fco.gov.uk). For more information on forced marriages go to [www.gov.uk/forced-marriage](http://www.gov.uk/forced-marriage)

**ix) Honour Based Violence**

The term 'Honour Based Violence' (HBV) is the internationally recognised term describing cultural justifications for violence and abuse. It justifies the use of certain types of violence and abuse against women, men and children. The Association of Chief Police Officers defines HBV as: 'A crime or incident, which has or may have been committed, to protect or defend the honour of the family and/or community'. HBV cuts across all cultures, nationalities, faith groups and communities and transcends national and international boundaries. HBV is also a Domestic Abuse issue, a Child Abuse concern and a crime. If you are worried that a child may be at risk of HBV contact Children's Social Care for further advice and guidance or speak to the RFL Safeguarding Manager.

**x) Radicalisation**

Protecting children from the risk of radicalisation should be seen as part of an organisation's wider safeguarding duties and is similar in nature to protecting children from other forms of harm and abuse. During the process of radicalisation, it is possible to intervene to prevent vulnerable people being radicalised.

Radicalisation refers to the process by which a person comes to support terrorism and/or forms of extremism. There is no single way of identifying an individual who is likely to be susceptible to an extremist ideology. It can happen in many different ways and settings. Specific background factors may contribute to vulnerability which are often combined with specific influences such as family, friends or online, and with specific needs for which an extremist or terrorist or racist or supremacist group may appear to provide an answer. The internet and the use of social media in particular has become a major factor in the radicalisation of young people. As with managing other safeguarding risks, staff/volunteers should be alert to changes in children's behaviour which could indicate that they may be in need of help or protection.

**xi) Child criminal (CCE) and sexual exploitation (CSE)**

Child Criminal and Child Sexual Exploitation are complex issues that everyone who works with children, young people and/ or their families should have a good understanding of. They both involve hidden crimes and young people often know their abuser.

When a child is being exploited in either of these ways, they may be given things such as gifts, drugs, money, status and affection, in exchange for performing sexual activities or taking part in criminal activities.

If a child reports either of these forms of abuse to you or you suspect a child is involved in criminal or sexual exploitation you should report this to the RFL Safeguarding manager as soon as possible

**4.2.2 Poor Practice**

Operational Rules 2025 – Safeguarding Policy

Poor practice is the term used to describe practice which falls below the standards expected to such an extent that a child's welfare is compromised and is where an adult's or another child's behaviour is inappropriate and may be causing concern to a child. In application of this Policy, poor practice includes any behaviour of a Safeguarding nature which contravenes the RESPECT Code of Conduct or Coaches' Code of Conduct, infringes an individual's rights and/ or is a failure to fulfil the highest standards of care. Poor practice is unacceptable in Rugby League, should never be sanctioned and will be treated seriously with appropriate actions taken.

Some examples of Poor Practice are:

- Insufficient care is taken to avoid injuries e.g. by excessive training or inappropriate training for the age or maturity, experience and ability of players;
- Giving continued and unnecessary preferential treatment to individuals and regularly or unfairly rejecting others e.g. singling out and focusing on the talented players or the coach's own children or not having a fair team selection policy;
- Having a win at all costs mentality
- A club supporting a coach so that it appears that this overrides the principle that the welfare of the child is paramount
- Placing children in potentially compromising and uncomfortable situations with adults
- Allowing abusive or concerning practices to go unchallenged and unreported e.g. failing to deal with or report a coach who ridicules or swears at players who make a mistake during a match
- Failing to adhere to the game's RESPECT or other codes of conduct including the use of foul and abusive language
- Issuing disciplinary sanctions which are not proportionate to age and/or involve violent or physical punishment or humiliation
- Excluding a child from a club without working with the child and parents to improve behaviour
- Permitting a child to be identified by virtue of either social media or inappropriate naming on shirts
- Adults participating in training sessions or drills including other variants of the sport. E.g., The holding of tackle shields and the participation in touch and pass with children under the age of 14.

#### **4.2.3 Practice Never to be Sanctioned**

No one involved in the game should ever:

- Engage in rough, physical or sexually provocative games, including horseplay
- Share a room with a child
- Shower with a child
- Allow or engage in any form of inappropriate touching
- Using or allowing children to use inappropriate language unchallenged
- Make sexually suggestive comments to a child, even in fun
- Reduce a child to tears as a form of control
- Allow allegations made by a child go unchallenged, unrecorded or not acted upon;

- Do things of a personal nature for children, young people or disabled adults, that they can do for themselves
- Take a child or children to their home where they will be alone with them
- Invite or allow a child or children to stay with them at their home unsupervised
- Contact a child directly by telephone or social media
- Allow or encourage children to drink alcohol, take drugs, smoke or vape
- Ignoring Health & Safety Rules

### **N.B Personal Care**

It should be clear to everyone at the club (including young people and their parents/carers) that sports coaches and other volunteers should not be involved in providing intimate personal care for young or disabled participants. This should always be the responsibility of the parents, carers or other identified chaperones, care staff or volunteers. The reasons for this include:

- It puts the child in a potentially vulnerable position
- The potential negative impact on the young person's privacy and dignity
- Sports staff are unlikely to be trained to carry out this role and it isn't their role – they are there to facilitate and supervise sports activities • It can impact on the level of adult supervision for the remainder of the group
- There may be health and safety considerations around manual handling procedures
- The adult may be vulnerable to others misinterpreting their behaviour or motivation, and may result in concerns or allegations arising
- It can reinforce the child's vulnerability and lack of autonomy
- It models and may help to perpetuate poor practice.

If any of the following incidents should occur to staff or volunteers they should be reported immediately to another colleague/CWO and make a written note of the event. This action should be taken as soon as possible for the protection of all individuals concerned. Parents should also be informed of the incident:

- If you accidentally hurt a player
- If he/she seems distressed in any manner
- If a player appears to be sexually aroused by your actions
- If a player misunderstands or misinterprets something you have done.

### **4.3 INDICATORS OF ABUSE**

Children and young people may be reluctant to tell someone when they are being abused or may be bullied out of disclosing or be forced to retract their concerns, so it is essential that every adult is aware of the possible signals that a child and young person's welfare or safety is being threatened. However, there is rarely a clear sign, and you may often have to piece together various snippets of information and rely on your instinct that something does not seem quite right. You may have one piece of information that, when added to that of others, forms a clear picture of abuse. This is often compared to fitting pieces of a jigsaw together. Only when you have a few pieces can you start to see the true picture.

It is not the responsibility of those working in Rugby League to decide that child abuse is occurring, but it is their responsibility to act and pass on suspicions and/or information to the RFL SCMG and/or appropriate statutory agencies.

The list below gives some possible physical and behavioural signs of abuse. Some are very explicit and specific, others are much more general. You need to be careful as any one of these signs might have another very plausible explanation, such as a death in the family, loss of a pet, an absent family member or problems at school. However, you should remember to raise your concerns if there is a combination of unexplained changes over a period of time. Never allow a child or young person's disability or cultural difference to explain away concerns. This is not a judgement for you to make.

Indications that a child may be being abused include the following:

Physical Abuse	Fear of contact, aggression, temper, running away, fear of going home, reluctance to change or uncover body, depression, withdrawal, bullying or abuse of others. Unexplained and unusual bruising, finger and strap marks, cigarette burns, bite marks, fractures, scalds, missing teeth.
Neglect	Always being tired, early or late, absent, few friends, regularly left alone, stealing, no money, parents or carers not attending or supportive. Constant hunger, dirty, ill-fitting clothes, inappropriate clothing, weight change, untreated conditions and continual minor infections.
Sexual Abuse/Female Genital Mutilation	Apparent fear of someone, nightmares, running away, sexually explicit knowledge or behaviour, masturbation, bedwetting, eating problems, substance abuse, unexplained money or gifts, acting out with toys, self-harm. Distress or anxiety on reading texts, being withdrawn, anger, moodiness, reduced performance. Genital pain, itching, bleeding, bruising, discharge, stomach pains, discomfort, pregnancy, incontinence, urinary infections, STDs, thrush, pain on passing motions.
Emotional Abuse	Unable to play, fear of mistakes, low self-esteem, fear of telling parents, withdrawn, unexplained speech & language difficulties, few friends. Weight change, lack or growth or development, unexplained speech disorders, self-harm.
Bullying	Difficulty making friends, anxiety over school, truancy, withdrawn, anger, moodiness, suicide attempts, reduced performance, money and possessions lost, stealing, distress and anxiety on reading texts Weight change, unexplained injuries and bruising, stomach and headaches, bedwetting, hair pulled out.
Forced Marriage/Female Genital Mutilation	A regular attender goes missing from the club or a child, their peer or relative starts expressing worries about a trip abroad.
Radicalisation	Showing sympathy for extremist causes, glorifying violence, especially to other faiths or cultures, making remarks or comments about being at extremist events or rallies outside school, intolerance of difference, including faith, culture, gender, race or sexuality or attempts to impose extremist views or practices on others.
Child Criminal Exploitation	Children who are being criminally exploited may be recruited to gangs to commit crimes. There are many signs to look out for which may indicate a child is being criminally exploited which include but not limited to them going missing, hanging out with older peers, being angry, violent or aggressive. Having unexplained items and buying new things and self-harming or feeling emotionally unwell.
Child Sexual Exploitation	Sexual exploitation can be difficult to spot and sometimes mistaken for 'normal' teenage behaviour. However, you may notice sharp changes in mood or character, the child may have money or other things they can't or won't explain.

The RFL website <https://www.rugby-league.com/governance/safeguarding/reporting-a-concern> contains detailed information about how to report any concerns.

#### **4.4 AWARENESS OF INCREASED VULNERABILITY TO ABUSE**

All those involved in rugby league need to be aware that some children can be more vulnerable to abuse because of their needs and background.

##### **4.4.1 Disability**

Disabled Children may be more vulnerable to abuse because they may:

- Require intimate personal care
- Experience negative attitudes and abuse due to their disability
- May be ignored and excluded from activities if people fail to recognise that it is the barriers that society puts up which prevent their involvement not their disability *per se*
- May be dependent on their abuser for care
- Be less able to resist either verbally or physically
- Have a smaller network of friends to support and protect them
- Lack access to peer groups to discover what is acceptable behaviour
- Have significant communication difficulties including the use of sign language
- Be more likely to have their verbal or non-verbal communication misinterpreted as relating to their disability rather than abusive experiences
- Have medical needs which may be used to explain abuse.

##### **4.4.2 Race**

Children from ethnically diverse communities may be more vulnerable to abuse because they may:

- Experience racism and racist attitudes
- Expect to be ignored by people in authority due to experience of institutionalised racism
- Be afraid of further abuse or racist abuse if they challenge others
- Be subjected to myths based on racial stereotyping
- Want to fit in and not want to make a fuss
- Be using or learning English as a second language and therefore find it more difficult to communicate.

##### **4.4.3 Religion or Faith**

Children from various religions and faiths may be more vulnerable to abuse because they may:

- Experience religious intolerance, fear or hatred based on their religious beliefs
- Be subjected to myths based on stereotypes
- Suffer bullying or assumptions about their commitment to the game due to their religious beliefs and practices
- Be discriminated against, harassed or bullied based on their actual or perceived religious beliefs due to fear of religious extremism.

#### **4.4.4 Sexual Orientation and Gender Reassignment**

Children are often aware of their sexual orientation from an early age and many children may already identify as being lesbian, gay, bisexual or transgender (LGBTQ+). LGBTQ+ children may be more vulnerable to abuse because they may:

- Be subjected to homophobia – which includes bullying abuse or physical attacks
- Have their experiences as LGBTQ+ children rendered invisible by heterosexist attitudes and assumptions which assumes that everyone is heterosexual and that this is preferable to being gay.

#### **4.4.5 Match Officials**

A considerable proportion of the match officials at youth and junior games are children and their role makes them particularly vulnerable to abuse in all its forms. Many young officials face verbal, emotional and even physical abuse whilst carrying out the role and many become disillusioned at best or suffer a significant and lasting loss of confidence when faced with abuse of this nature.

In addition to abuse from coaches and spectators match officials are vulnerable to abuse from other match officials. It is important that Leagues and Match Officials Societies implement all the safeguarding principles to protect young match officials.

#### **4.4.6 Players on an Elite Pathway**

Research shows that players who are on an elite performance pathway may be subject to burn out, increased focus on win at all costs, excessive training regimes. Due to the culture of sport, an authority system may be created which facilitates power, obedience and potentially the rationalisation of abuse which can be more prevalent at the elite level. This abuse can take any form including physical, sexual and bullying. The elite environment can also be used to suggest that suffering, poor practice or abuse is part of the requirements to succeed in that environment.

For many young people, reaching a scholarship or academy or representative level has been their focus for a number of years, and they will have trained hard to achieve this. Some parents will also have made a significant contribution and often considerable sacrifices to support their child's progress and success. In these circumstances it can be difficult for children, young people and parents to report abuse.

The RFL have support systems in place for players on the elite pathway and their parents. In addition to the Club Welfare Officer there is a separate Player Welfare Manager at each club.

#### **4.4.7 Children who take on Leadership Roles**

More and more children are taking on leadership and volunteering roles within Rugby League. This should be an enjoyable and positive experience. Unfortunately, some adults (coaches, parents, volunteers and spectators) lose sight of the fact that an individual in a leadership role who is under 18 is still legally a child.

Many children suffer verbal, physical and emotional abuse in leadership roles. This is unacceptable in Rugby League and the harm that is caused to these children needs to be recognised by adults within the game.

#### **4.4.8 Economic Deprivation**

Children who come from families suffering short or long term economic deprivation may be more susceptible to abuse through neglect (which may be unintentional), lack of purchase power making them an easier target to a groomer using gifts and bullying by peers.

#### 4.5 REDUCING THE POTENTIAL FOR VULNERABILITY

Children in Rugby League may be subjected to bullying by children of the same or opposite sex and may have assumptions made relating to their sexuality or sexual orientation because of their involvement in playing a competitive contact sport such as Rugby League. Such assumptions or stereotypes are wholly inappropriate and should not be condoned as they may increase the vulnerability of some children to abuse.

It is important that both girls and boys are accorded the same levels of respect by all those working with them and should not be treated unequally because of their gender.

Given the increased vulnerability of some groups of children it is important that clubs (match officials societies) create a safe culture including:

- Finding ways of understanding and communicating with all children
- Maintaining best practice at all times in physical and health care
- Considering and responding to the diverse cultures within which a club is based
- Respecting and valuing diversity
- Building positive relationships with parents and carers and include them in club activities
- Observing changes in mood, appearance and behaviour and discuss those concerns with families, carers, the CWO, or RFL Safeguarding Manager if suspicions or concerns are significantly raised about the care or welfare of the child
- Acknowledging that disabled children are additionally vulnerable, and that vigilance is essential
- Having systems in place that ensure there is no abuse of match officials from anyone connected with the club
- Taking a zero-tolerance approach to abusive behaviour directed towards a child who is carrying out a leadership role is not acceptable
- Reporting inappropriate behaviour to the RFL Safeguarding Manager as abuse or poor practice
- Ensuring that the RESPECT code of conduct is enforced and actively promoted at the club
- Making sure that all club officials set good examples of behaviour at all times
- Ensuring that CWO and others are aware of the dangers of radicalisation
- Seek advice from RFL Safeguarding Manager.

#### 4.6 POSITIONS OF TRUST

The power and influence that a coach (or other member of staff/volunteer) has over a child involved in sport cannot be under-estimated. If there is an additional competitive aspect to the activity and the coach/staff member/volunteer has some responsibility for the child's success or failure, then the power and influence of that person is increased. It is therefore vital for coaches/staff/volunteers to recognise these issues and to ensure that they do not abuse their positions of trust.

Whilst young people aged 16 or 17 can legally consent to some types of sexual activity, the Sexual Offences Act 2003 states that "It is an offence for a person aged 18 or over to involve a child under that age in sexual activity where he or she is in a specified position of trust in relation to that child. This includes those who care for, advise, supervise or train children and young people". The RFL's policy is based on the principles within that Act.

Any person who has any direct and/or indirect power or influence over a Child within the Game (including, but not limited to coaches, team managers, match officials, CWOs, club officials, professional and semi-professional Players) are in a position of trust with that Child. Each such person shall:

- act within appropriate boundaries in relation to all forms of communication with any such Child;
- not have intimate, sexual or inappropriate relationship with any such Child

Any breach of the above is not only serious Misconduct but is a criminal offence under the amended Sexual Offences Act 2003 Any breaches of this must now be reported to the police as it is a criminal offence.

For the avoidance of doubt a Child may be in a position of trust with another Child where they have taken on a leadership role.

#### **4.7 GROOMING**

The majority of adults working with children in Rugby League are committed to providing an enjoyable and safe environment in which to participate. However, a small proportion of adults actively seek opportunities to abuse children for their own sexual needs. When thinking about danger signs of grooming it is important to recognise that both boys and girls are groomed and/or sexually abused.

Sexual abuse of children is often the result of pre-meditated actions that are carefully planned. Preparing a child or organisation (i.e. a Club) is described as 'grooming' and is illegal under the provisions of The Sexual Offences Act 2003 and Misconduct under this Policy. It is important to understand how an abuser can 'groom' a club or parents or a child by appearing trustworthy and helpful, therefore giving the impression that they can take responsibility for a young person/some young people.

Abusers come from all sections of society, within and outside of the family and within and outside Rugby League. They may be perceived as 'respectable' people – the very last person anyone could suspect of abusing a child; this is usually the image they work hard to portray. Research into abuse demonstrates clearly that children are most likely to be abused by someone they know and who is likely to be in a position of trust with the child. Whilst the vast majority of sexual abusers are male, it is important not to overlook the fact that female sexual abusers do exist.

Sexual abusers use various techniques to 'groom' children, organisations and parents. These include:

- Seeking opportunities to be in contact with children, e.g. volunteering.
- Making friends with children, coaches, volunteers or parents
- Appearing trustworthy and helpful
- Giving presents to children or offering additional individual support/coaching
- Complementing the child to make them feel comfortable and confident
- Threatening (you won't get picked for the team) or bribing (you will get picked for the team) the child.

Abusers target children who they see as particularly vulnerable, this may be due to the child having low self-esteem or it appearing that they have little parental support. Therefore, children's parents should always be encouraged to be part of the club as this can act as an extra safeguard.

There are particular risks for talented children and these children are more at risk of abuse on 'away trips'. These risks are particularly acute at the point at which a player is at 'pre-peak' performance. These risks relate to:

- Separation from close family and friends– due to amount of 'away' travel and possibly living away from home
- Dependence on the coach for team selection, advice, emotional support, money
- Lack of safeguards away from home such as lack of checks on accommodation practices
- Too much emphasis on winning and high performance and not enough on personal development and enjoyment. This environment can sometimes be condoned by parents.

Any concerns relating to an adult's behaviour or intentions towards children should be reported appropriately, see Section 5.

#### **4.8 Contextual Safeguarding**

Contextual Safeguarding is an approach to understanding, and responding to, children's experiences of significant harm beyond their families. It recognises that the different relationships children form in their neighbourhoods, schools and online can feature violence and abuse. It requires all who work with children to have a consideration for their needs in the wider non-family context and an understanding that environmental factors around children and their activities including sporting and communication are highly relevant to ensuring children are kept safe.

Children may be vulnerable to abuse or exploitation from within their peer groups, those in a position of trust, or from within the wider community and/ or online. These threats can take a variety of different forms and children can be vulnerable to multiple threats including direct or online abuse and sexual exploitation.

Within our sport we recognise there are certain environments or contexts where children may be vulnerable, and we need to ensure all members take action to prevent risk. An example of a specific risk may include in the changing rooms, where the use of cameras and other devices capable of taking/ recording images may be possible due to unmonitored direct communication with children which may be peers or those in a position of trust.

On that basis, all clubs must ensure they adopt the RFL policies set out in section 3.2 of this policy.

## **5 RESPONDING TO, RECORDING & REPORTING POOR PRACTICE, ABUSE AND BULLYING OR OTHER CONCERNS WITHIN OR OUTSIDE RUGBY LEAGUE**

### **5.1 BACKGROUND**

There is a legal and moral responsibility to report any concerns about a child within Rugby League and any concerns which may be raised about a child outside the sport. Child abuse of all types, particularly sexual abuse, can generate strong and confusing emotions in those facing such a situation for instance disbelief, disgust, anger etc. It is important to understand these feelings and not allow them to interfere with your judgement about any action to take. Abuse and poor practice can occur within many situations including the home, school and the sporting environment.

It is understood that people may often have concerns about reporting the behaviour of adults who are aggressive and potentially violent. Where possible the RFL will protect the identity of the person who has reported an incident when they feel threatened by the individual concerned. It should be remembered that if these individuals are intimidating to other adults they are likely to be even more intimidating to any children within their care and that there is a duty of care and an obligation under this Policy to report such behaviour.

Rugby League clubs are often close communities which generate strong loyalties between the volunteers working together. The RFL appreciates that it can be difficult to report close colleagues but would remind all those involved in the game of their over-riding moral duty to ensure the welfare

of the children at the club above any sense of loyalty to colleagues or the club. All suspicions of abuse or cases of poor practice should be reported following the guidelines in this document.

A coach, official or volunteer may have regular contact with children and be an important link in the identifying cases where a child needs protection. In addition coaches can often become the only adult that a child feels they can trust. This can often lead to a coach receiving a disclosure about abuse outside the club environment. In these circumstances there is a duty to pass on the information and coaches and other volunteers need to be aware of the action to take in these circumstances.

## **5.2 WHISTLE BLOWING**

The RFL is determined to ensure that the culture of the sport is one in which it is safe, acceptable and gives confidence to those involved in rugby league to raise concerns about unacceptable practice and misconduct. In order to achieve this, the RFL has a Whistle Blowing Policy which can be found at <https://www.rugby-league.com/governance/safeguarding>. The RFL rules make it an offence to harass or victimise a whistle blower.

## **5.3 WHAT TO REPORT**

In order for the Safeguarding Case Management Group (SCMG) to carry out its responsibilities under the Safeguarding Policy the Group needs to be informed of the following issues or related allegations. In appropriate instances the Group will log the issue/allegation and refer it to the relevant League or Club to deal with and report back to the SCMG, alternatively the SCMG will deal with the issue/allegation itself or refer it to the appropriate statutory agencies.

When reporting an allegation/incident the LWO and/or CWO should complete a cause for concern/safeguarding intervention form <https://www.rugby-league.com/governance/safeguarding/reporting-a-concern> and submit it to the RFL Safeguarding Department who will deal with the allegation or incident.

In the event that any individual working with children be required to make a statutory referral they can find the relevant Local Authority by entering the postcode of the child's main home address here: <https://www.gov.uk/find-local-council>

The following is a list of issues and/or allegations which should be referred to the SCMG, please note this is not exhaustive and if anyone in the game believes a Child is at risk of harm this should be reported.

### **5.3.1 Physical abuse**

- Assault or inappropriate contact on a Child by an adult
- Allegations or suspicions that a Child is being physically abused in or outside Rugby League

### **5.3.2 Verbal Abuse**

- Threatening and/or abusive language that causes (or that a reasonable adult would expect to cause) emotional distress to a Child

NB just because a Child does not appear to be emotionally distressed does not mean that they are not, when verbal abuse is regular Children learn to hide their feelings.

### **5.3.3 Racist, homophobic or other discriminatory abuse**

- Racist, homophobic or other discriminatory abuse or allegations of abuse which have not resulted in a dismissal.

NB if the Match Official has heard the abuse and dismissed the player then the report should be dealt with in the same manner as any other dismissal.

**5.3.4 Neglect**

- Allegations or suspicions that a Child is being neglected.

**5.3.5 Sexual abuse/breach of Relationships of Trust**

- Allegations or suspicions that a Child is being sexually abused either in the game or in any other place e.g. school, home, church, by other Children
- Allegations of an adult sharing a room with a Child, showering with Children, making sexually suggestive comments to a Child, inappropriate touching, taking or inviting a Child to their home on their own
- Allegations or suspicions that a volunteer or employee is entering into a sexual relationship with a Child under 18 involved in the game.

**5.3.6 Information about Participants**

- Information and/or rumours about participants in the game which if true would lead a reasonable person to believe that the participant (regardless of age) may be a threat to the safety of Children.

**5.3.7 Bullying**

- Bullying of Children by adults
- Child on Child bullying should usually be dealt with by the CWO at the club who may contact the Safeguarding Manager for advice.

**5.3.8 Female Genital Mutilation, Honour Based Violence, Radicalisation**

Allegations or suspicions of any of the above should usually be reported to the police, however CWOs may contact the Safeguarding Manager for advice.

**5.3.9 Poor Practice**

Poor practice should initially be reported to the Safeguarding team who may decide to deal with it (particularly if either the adult concerned is already known to the Safeguarding team or if there have been a number of incidents of poor practice raised at a particular club which the club does not appear to be capable of dealing with) or may refer the issue back to the club/league to deal with internally. In these situations the club/league must report back on their findings.

**5.4 WHAT ACTION TO TAKE TO REPORT CONCERNS, REPORT A DISCLOSURE OR AN ALLEGATION**

On becoming aware of or witnessing a concern, receiving a disclosure or an allegation or a breach of this Policy you should:

**In the case of Abuse:**

- Contact the CWO who will report to the RFL Safeguarding Manager
- If the CWO is not available report your concerns direct to the RFL Safeguarding Manager
- The RFL Safeguarding Manager will report to the RFL Safeguarding Case Management Group or the statutory agencies as appropriate
- If neither the CWO or the Safeguarding Manager is available and/or immediate action is required to protect the child contact Children’s Social Care or the police as appropriate.

**In the case of Poor Practice:**

- Contact the CWO who will report to the RFL Safeguarding Manager
- If the CWO is not available report your concerns direct to the RFL Safeguarding Manager.

**5.5 ADVICE ON ACTION TO BE TAKEN IF A CHILD DISCLOSES TO YOU**

The points below set out general principles to be followed with all concerns, allegations and disclosures.

If a child informs you directly that he/she, or another child, is concerned about someone's behaviour towards them (this is termed a 'disclosure') then:

**The person receiving the information should:**

- React calmly so as not to frighten or deter the child
- Believe what the child is telling you
- Tell the child he/she is not to blame and that he/she was right to tell
- Ensure the immediate safety of the child
- If the child needs immediate medical treatment, take them to hospital or telephone for an ambulance, inform doctors of the concerns and make sure that they know that this is a Safeguarding issue
- Take what the child says seriously, recognising the difficulties inherent in interpreting what is said by a child who has speech disability and/or differences in language
- Keep any questions to the minimum required to ensure a clear and accurate understanding of what has been said
- Do not ask leading questions or make suggestions about what may have happened
- Reassure the child but do not make promises of confidentiality which might not be feasible in the light of subsequent developments
- In the event of suspicion of sexual abuse do not let the child shower or wash until given permission to do so by the police as washing can destroy valuable evidence
- Before contacting parents ensure that they are not the perpetrators
- Where appropriate seek advice immediately from Children's Social Care or Police who will advise on the action to be taken, including advice on contacting parents, Expert advice can also be provided by the NSPCC Helpline on 0800 800 5000 or ChildLine on 0800 1111 (both 24 hours)
- Alternatively contact the RFL Safeguarding Team who can make referrals on your behalf
- Involve somebody else – if not Children's Social Care or Police then the CWO, or the RFL Safeguarding Manager so that you can begin to protect the child and gain support for yourself.
- Write down the details of the concern, incident and/or what the child has disclosed as soon as possible, including details of who this information has been shared with and when.

**The person receiving the information should NOT:**

- Panic
- Allow their shock or distaste to show
- Show any disbelief or fail to take the allegations seriously
- Ask questions other than to clarify that they have enough information to act
- Speculate or make assumptions
- Make negative comments about alleged abuser
- Approach the alleged abuser
- Make promises or agree to keep secrets
- Take sole responsibility
- Shirk the responsibility to report the concern.

**5.6 CONFIDENTIALITY**

Every effort should be made to ensure that confidentiality is maintained for all concerned. The legal principle that the "welfare of the child is paramount" means that considerations of confidentiality which might apply to other situations within the organisation should not be allowed to override the right of children to be protected from harm.

However every effort must be made to ensure that appropriate confidentiality is maintained when an allegation has been made and is being investigated.

Information should be handled and disseminated on a 'need to know' basis only. This may include the following people:

- The CWO
- The League Welfare Officer
- The RFL Safeguarding Manager and Safeguarding Case Management Group
- The parents of the person who is alleged to have been abused (only following advice from the Children's Social Care/Police or where the abuse does not involve the family)
- The person making the allegation
- Children's Social Care/the Designated Officer/Police
- The alleged abuser (and parents if the alleged abuser is a young person) only following advice from the Children's Social Care/Police.

Information should be stored in a secure place with limited access to designated people, in line with the data protection laws (e.g. that information is accurate, regularly updated, relevant and secure).

**5.7 RECORDING THE INCIDENT OR ALLEGATION**

Information passed to Children's Social Care or the Police must provide as much detail as is available and relevant in order to be as helpful as possible, hence the necessity for making a detailed record at the time of the disclosure/concern. The initial report should be made to the RFL Safeguarding Manager using a cause for concern/ safeguarding intervention form. <https://www.rugby-league.com/governance/safeguarding/reporting-a-concern> The RFL Safeguarding Manager will act as the single point of contact with all statutory agencies.

Information required at the referral stage:

**Child** - Age/ gender / name / disabilities / address /date of birth/ contact details/ parental responsibility / agencies already working with the family / relationship between child and accused.

**Accused** - Name / address / contact details/ position – employee / volunteer / paid / level of coach; Any other allegations; Marital status; Age; Previous incidents.

### Primary evidence

Core information about the alleged incident.

- a) Facts from the person making the allegation including dates/times/venue/witness details
- b) Records with dates
- c) Has anyone else been informed or is anyone else already involved in the investigation.

Other than in the case of an emergency situation the initial report should be made to the RFL Safeguarding Manager who will act as the point of contact with the statutory authorities.

In an emergency reporting the matter to the Police or Children's Social Care should not be delayed by attempts to obtain more information. A record should also be made of the name and job title of the Children's Social Care or Police Officer whom the concerns were passed, together with the time and date of the call. Any information forwarded to the Children's Social Care or Police must also be provided to the RFL Safeguarding Manager and/or the RFL Safeguarding Case Management Group (as soon as reasonably possible) who will take over management of the case and consider any wider issues within the game and put in place relevant protections.

Where reports are made to the RFL, the Safeguarding Manager will inform the Designated Officer where relevant as soon as possible.

In cases which are not an emergency but where there are concerns about a child's welfare the RFL Safeguarding Manager can make a referral to Children's Social Care on behalf of a club.

## 5.8 THE ROLE OF THE STATUTORY AGENCIES

Where clubs are made aware by any of the statutory agencies including but not limited to the Designated Officer, Children's Social Care and the Police, that their club or a volunteer or child at their club is subject to an investigation relevant to any issue related to the Safeguarding Policy the **club must always inform the RFL Safeguarding Manager immediately**. The RFL may have to take immediate action to protect the welfare of children but will always work in tandem with the statutory agencies.

## 5.9 THE RFL CASE MANAGEMENT SYSTEM (Please refer to RFL Operational Rules D1 and D4 for full details)

<https://www.rugby-league.com/governance/rules-and-regulations/operational-rules>

All reports of alleged abuse or poor practice made to the RFL Safeguarding Manager are referred to the RFL Safeguarding Case Management Group (SCMG) who meet regularly throughout the year to consider those cases. The powers of the SCMG are set out in RFL Operational Rules Tiers 1-3 and Tiers 4-6.

- The SCMG may refer allegations to the RFL's team of Independent Compliance Investigators, some of whom have specific Safeguarding experience. The Investigators will carry out an investigation and provide a report to the SCMG. Following the investigation the SCMG will consider the Compliance Investigator's report and decide on the course of action to take under the Operational Rules.

Where the Police and/or Children's Social Care and/or a Designated Officer is involved in a case the RFL SCMG will liaise with the statutory bodies and may defer any action until the statutory bodies have completed their work. Irrespective of the findings of statutory bodies enquiries, the RFL Safeguarding Case Management Group will assess all individual cases to decide whether action should be taken by the RFL in line with the Operational Rules.

The welfare of the child will always remain paramount.

#### **5.10 SUPPORT TO DEAL WITH THE AFTERMATH**

Consideration should be given about what support may be appropriate to children, parents and members of staff and volunteers. Use of Help Lines, support groups and open meetings will maintain an open culture and help the healing process. The British Association of Counselling Directory may be a useful resource. The RFL may be able to advise on counselling options.

#### **5.11 SUPPORT FOR THE ALLEGED PERPETRATOR**

Consideration should be given about what support may be appropriate to the alleged perpetrator of the abuse.

Additional information is available on request from the RFL.

## 5.12 REFERRAL FLOWCHART



## REPORTING CONCERNS PROCESS

If a child has disclosed information to you, OR you have witnessed, OR had reported to you an incident or complaint involving the behaviour of an individual/s in relation to a child, which may be considered abuse or poor practice, below is the reporting process.

**Is the child in need of urgent medical treatment or in immediate danger?**

**NO**

Report to your Club Welfare Officer (CWO) or League Welfare Officer (LWO)  
or  
RFL Safeguarding Team  
at the earliest opportunity

**YES**

Contact the emergency services (999) and inform them of potential Safeguarding issues.  
Then inform your CWO, LWO or RFL Safeguarding Team

**Does the allegation or incident involve the child's parent(s) guardian(s) or carer(s) or someone in a position of trust?**

**NO**

CWO, LWO or RFL Safeguarding Team to inform the child's parent(s) guardian(s) or carer(s)

**FOLLOW**

The RFL Safeguarding Team will decide either of the following:  
1, low level concern to be managed by the League  
2, poor practice to be managed by the RFL

**YES**

Where possible RFL Safeguarding Team to report to local social services when the concern involve the child's parent(s) guardian(s) or carer(s).

In some circumstances you may be asked to do this.

If the concerns relate to someone in a position of trust the RFL Safeguarding Team will make a referral into the Local Authority Designated Officer

**The person receiving, and then reporting the complaint or concerns must send a written statement to the RFL Safeguarding Team at the earliest opportunity.**

**All relevant parties will be kept up to date with information and the case outcome where appropriate.**

### USEFUL CONTACTS

Find your local social services - [www.gov.uk/find-local-council](http://www.gov.uk/find-local-council)  
NSPCC helpline 10am—4pm Monday to Friday **0800 800 5000**  
Childline—**0800 1111**  
RFL Safeguarding Team—[safeguarding@rfl.co.uk](mailto:safeguarding@rfl.co.uk)

## RFL SAFEGUARDING ADULTS AT RISK POLICY

### 1.0 Policy Statement – Safeguarding ‘Adults at Risk’

**An Adult at Risk is a person aged 18 or over who is in need of care and support (regardless of whether they are receiving that care or support) and because of those needs is unable to protect themselves against abuse or neglect.**

The Rugby Football League (RFL) is the National Governing Body for Rugby League in England. This Policy relates to all people or organisations who participate in Rugby League under the auspices of the RFL. The RFL believes it is important to raise awareness of individuals in Rugby League who may be at risk. The RFL will not tolerate abuse of such individuals and is committed to providing a welcoming environment, activity and interest to all members of the community who wish to take part.

The Tackle It action plan (<https://www.rugby-league.com/governance/inclusion-&-diversity/tackle-it>) expresses the Rugby League’s commitment to equality, diversity and inclusion. Through its strategic goals Tackle It aims to widen the reach and impact of Rugby League through diversifying its talent pool and workforce, improving its culture, and actively dealing with discrimination.

This Policy:

- seeks to ensure that all can recognise an adult who may be at risk and know how to ensure a safe and welcoming environment for all such individuals.
- provide a framework for taking action when abuse against an Adult at Risk may be taking place.

The RFL will encourage, and support all involved in the game, including clubs, match officials’ societies, workers and volunteers and club Foundations, to adopt and demonstrate their commitment to this Safeguarding Adults at Risk Policy.

### 2.0 Definitions & Assumptions

To assist working through and understanding this Policy a number of key definitions need to be explained:

#### 2.1 Adult at Risk

For the purposes of this Policy an “adult at risk” is one who:

- has needs for care and support (whether or not the local authority or other organisation is meeting any of those needs) and;
- is experiencing, or is at risk of, abuse or neglect; and;
- as a result of those care and support needs is unable to protect themselves from either the risk of, or the experience of, abuse or neglect.

For the avoidance of doubt, this is a very different test to whether an individual has a disability. If you want further advice on whether someone is an “adult at risk” please contact the RFL Safeguarding Manager ([safeguarding@rfl.uk.com](mailto:safeguarding@rfl.uk.com)).

Whether someone is an ‘adult at risk’ may evolve over time such that someone who is not considered an ‘adult at risk’ at one particular time, may be so at another point.

- 2.2 Abuse** is a violation of an individual's rights by another person or persons.
- 2.3 Adult** is anyone aged 18 or over.
- 2.4 Adult safeguarding** is protecting a person's right to live in safety, free from abuse and neglect.
- 2.5 Capacity** refers to the ability to make a decision at a particular time, for example when under considerable stress. This ability can change and the starting assumption must always be that a person has the capacity to make a decision unless it can be established that they lack capacity (MCA 2005).
- 2.6 Are people with disabilities 'at risk'?**

No, the fact that an individual has a disability does not mean they are an 'adult at risk'. However, some adults with disabilities will have additional vulnerabilities which means that they are also an 'adult at risk'.

### 3.0 RFL Commitment

The RFL is committed to:

- welcoming people into the sport and providing a positive experience that is genuinely inclusive;
- making reasonable adaptations and adjustments in a flexible manner to allow people of different ability, disability and/or impairment to have positive experiences of Rugby League;
- taking action to protect adults involved in Rugby League that may be at risk;
- seeking ways to improve the safety and well-being of all 'adults at risk' who take part in Rugby League;
- emphasising that everyone in Rugby League has a responsibility to ensure the safety and well-being of all 'adults at risk' who take part;
- recognising that ability and disability can change over time, such that some adults may be additionally vulnerable to abuse, for example those who have a dependency on others or have different communication needs;
- recognising that a disabled adult may or may not be identified as an 'adult at risk';
- improving outcomes for 'adults at risk' by adhering to current legislation that supports the safeguarding of adults; and providing support and advice to everyone involved in Rugby League at all levels.

As part of this commitment the RFL will:

- manage its services in a way which minimises the risk of abuse occurring;
- support 'adults at risk' who are experiencing or have experienced abuse within the Game;
- work with 'adults at risk' and other agencies to tackle any abuse that may occur within the Game;
- seek ways to improve the safety and well-being of all 'adults at risk' who take part in Rugby League.

In achieving these aims the RFL will:

- ensure that relevant staff and volunteers have access to and are familiar with this Safeguarding Adults at Risk policy and procedures and their responsibilities within it;
- ensure concerns or allegations of abuse are always taken seriously;

- ensure that referrals are made to the appropriate authorities in a timely manner;
- ensure appropriate guidance and training in relation to safeguarding adults is made available to staff and volunteers;
- ensure that participants in Rugby League, their relatives and/or informal carers have access to information about how to report concerns or allegations of abuse;
- ensure that the RFL Safeguarding Team provide support and advice;
- ensure there is a named lead person to promote safeguarding awareness and practice within the organisation.

The RFL Safeguarding Manager: contact [safeguarding@rfl.uk.com](mailto:safeguarding@rfl.uk.com) or [07540636516](tel:07540636516)

#### 4.0 General Principles

This Policy is based on the Definitions and Legal Framework set out in sections 8 and 9 below and the guidance and procedures are based on the following six principles of Adult Safeguarding:

- 4.1 Empowerment** - People being supported and encouraged to make their own decisions and informed consent.
- 4.2 Prevention** – It is better to take action before harm occurs.
- 4.3 Proportionality** – The least intrusive response appropriate to the risk presented.
- 4.4 Protection** – Support and representation for those in greatest need.
- 4.5 Partnership** – Local solutions through services working with their communities. Communities have a part to play in preventing, detecting and reporting neglect and abuse.
- 4.6 Accountability** – Accountability and transparency in delivering safeguarding.

#### 5.0 Overview

The Safeguarding Adults at Risk policy has been developed to ensure that procedures are in place to protect adults, including those at risk, to seek to ensure that they are safe from harm and have an enjoyable Rugby League experience. It confirms that abuse will not be tolerated in Rugby League, and where possible abuse involves an 'adult at risk', this policy and procedures provide the framework for action.

#### 6.0 Responsibility

This policy states that it is everyone's responsibility to ensure the safety and well-being of all participants so that they can enjoy Rugby League.

In addition, each club or organisation should decide based on its own circumstances and involvement in different programmes whether it should have a dedicated Club Welfare Officer or whether the current Club Welfare Officer has the time and knowledge to cover the dual role. In either case the relevant Officer should be clearly identified in club literature and should receive relevant training.

For the RFL the Safeguarding Manager covers both Adults at Risk and Safeguarding children and young people and can be contacted in the case of any concerns or for advice at [safeguarding@rfl.uk.com](mailto:safeguarding@rfl.uk.com) or by telephone or [07540636516](tel:07540636516).

## **7.0 Best Safeguarding Adults at Risk Practice**

Everyone in Rugby League has the responsibility to be open and welcoming, and to reach out to all in the communities where our clubs are based.

Good practice in welcoming people includes making sure the club, team or squad explicitly states that new people are welcome, and that everyone is welcome.

There are already some examples of great practice where Rugby League has welcomed and embraced different communities – the rise in women, girls and disability Rugby League is testimony to this. We want to ensure that this welcome is extended to all communities, whatever their background.

### **7.1 Policies and Procedures**

#### **7.1.1 Safer Recruitment**

Legally, anyone undertaking a role that involves contact with, or responsibility for, children or other vulnerable groups should be taken through a safer recruitment process. Adults at risk would be classed under the term 'vulnerable group'. Some individuals may not be suitable to work with adults at risk due to gaps in their understanding, skills or knowledge or due to previous concerns about conduct.

Rugby League clubs and organisations are only as good as the people who work and volunteer there. They should create a setting that makes everyone feel welcomed and safe. This can only be undertaken by ensuring that people are recruited as safely as possible. It is therefore essential that all clubs and organisations have effective recruitment and selection procedures for both paid staff and volunteers. These will help to screen out and discourage those who are not suitable from joining your club/organisation.

#### **7.1.2 DBS Applications**

Anyone who is working with Adults at Risk should have a DBS through the RFL which includes checking against the Barred from working with Adults list. It is important to distinguish between roles involving working with Adults at Risk and Children roles as the risk assessment criteria is different and includes for instance assessing for risk of fraudulent activity. Failure to do so is a breach of this Policy.

#### **7.1.3 Other Checks**

The DBS disclosure and checking against the barred list, if appropriate to the role, is only one part of a safe recruitment process. In all cases regarding the vetting of paid and voluntary staff working in sport, standard best practice dictates that:

- a thorough checking of a person's qualifications and training attended;
- detailed application forms;
- robust interviews that include the opportunity for self-disclose and check safeguarding, equality and diversity knowledge and skills;
- checking references;
- thorough induction processes;
- verification of qualifications and experience; and
- risk assessment of concerning information,

all form the basis of safe recruitment and best practice when recruiting individuals to work with adults at risk. A template is available for recruitment purposes [Resources \(rugby-league.com\)](https://www.rugby-league.com/resources)

Then when people are in post there should be a probationary period and review and regular safeguarding training that includes safeguarding adults at risk (currently part of the Safeguarding and Protecting Children course).

## 7.2 Good practice

Everyone should:

- aim to make the experience of participating in Rugby League fun and enjoyable.
- promote fairness and playing by the rules.
- not tolerate the use of prohibited or illegal substances.
- treat all adults equally and preserve their dignity; this includes giving more and less talented members of a group similar attention, time and respect.

The RFL expects that that coaches of adult players in environments in which there are or are likely to be Adults at Risk to:

- adopt and endorse the RFL Coach Codes of Conduct;
- abide by the RESPECT policy;
- respect the developmental stage of each player and not risk sacrificing their welfare in a desire for team or personal achievement.
- ensure that the training intensity is appropriate to the physical, social and emotional stage of the development of the player.
- work with adults at risk, medical advisers and their carers (where appropriate) to develop realistic training and competition schedules which are suited to the needs and lifestyle of the player, not the ambitions of others such as coaches, team members, parents or carers.
- build relationships based on mutual trust and respect, encouraging adults at risk to take responsibility for their own development and decision-making.
- always be publicly open when working with adults at risk.
- avoid coaching sessions or meetings where a coach and an individual player are completely unobserved.
- avoid unnecessary physical contact with people. Physical contact (touching) can be appropriate so long as:
  - it is neither intrusive nor disturbing.
  - the player's permission has been openly given.
  - it is delivered in an open environment.
  - it is needed to demonstrate during a coaching session.
- maintain a safe and appropriate relationship with players and avoid forming intimate relationships with players as this may threaten the position of trust and respect present between player and coach.
- be an excellent role model by maintaining appropriate standards of behaviour.
- gain the adult at risk's consent and, where appropriate, the consent of relevant carers, in writing, to administer emergency first aid or other medical treatment if the need arises.
- be aware of medical conditions, disabilities, existing injuries and medicines being taken and keep written records of any injury or accident that occurs, together with details of treatments provided.

- gain written consent from the correct people and fill out relevant checklists and information forms for travel arrangements and trips. This must be the adult themselves if they have capacity to do so.

Some Adults at Risk will be able to participate in Rugby League, in the way that they wish, with the minimum of support and adaptations required. Others will require a different approach that takes particular account of their needs and makes specific provision for these. A simple example of good practice is where a player with a learning disability has a playing 'buddy', a person who they can turn to for support, or if they have any questions about the session or game.

## 8.0 Recognising Abuse and Poor Practice

### 8.1 Poor practice

The following are regarded as poor practice and must be avoided in all circumstances and never condoned:

- unnecessarily spending excessive amounts of time alone with an individual adult.
- engaging in rough, physical or sexually provocative games, including horseplay.
- allowing or engaging in inappropriate touching of any form.
- using language that might be regarded as inappropriate by the adult and which may be hurtful or disrespectful.
- making sexually suggestive comments, even in jest.
- reducing an adult to tears as a form of control.
- letting allegations made by an adult go un-investigated, unrecorded, or not acted upon.
- taking an adult at risk alone in a car on journeys, however short.
- inviting or taking an adult at risk to your home or office where they will be alone with you.
- sharing a room with an adult at risk.
- doing things of a personal nature that adults at risk can do for themselves.

When poor practice is clearly deliberate or persistent it will be considered to be dealt with as such.

If, during your care, an adult at risk suffers any injury, seems distressed in any manner, or misunderstands/misinterprets something you have done, report these incidents as soon as possible to another adult in the organisation and make a brief written note of it. Do not repeat the action that caused this reaction.

### 8.2 Abuse

In Rugby League, the following examples may cause concern that an adult at risk is being abused:

- a member of a learning disability squad being financially exploited by another member of the squad.
- a young woman confiding in her coach about a forthcoming holiday where she fears she will be married against her will.
- a coach who regularly neglects the individual needs of disabled participants when training.
- a player being 'groomed' for sexual abuse by his or her coach.

- a player who frequently has unexplained bruises and injuries, and who will not change with their team-mates.

### **8.3 Reporting Occasionally an individual may need protecting**

If an 'adult at risk' may require the protection of either the Police or Social Care Safeguarding Services, either because of something happening inside or outside of Rugby League, in an emergency this should be reported to the appropriate Service immediately and the RFL Safeguarding Team should be informed.

An example of good practice in passing concerns to the RFL Safeguarding Team would be where an 'adult at risk' has informed somebody that they are receiving text messages from another player that are sexually explicit and unwelcome.

If it is unclear whether or not the individual would meet the definition of 'at risk', the information should be shared with the RFL Safeguarding Team, who will help make the decision.

Where an adult does not meet the definition of 'at risk', either because they do not have a health or social care need, or it does not prevent them protecting themselves, then the matter can be dealt with as a complaint, but with appropriate levels of support provided depending on the adult's particular needs. The RFL Safeguarding Team can advise on what sort of support may be appropriate.

Where a potential offence has been committed (as in the texting example above), the complainant should always be advised of their right to contact the police in the first instance, and advice sought from the RFL Safeguarding Team.

In any case and in all situations, if it is thought that a crime may be currently being committed, or in an Emergency situation, dial 999 and inform the police.

Any individual becoming aware that an adult may be suffering abuse, whether or not they meet the definition of 'adult at risk' has a responsibility to raise their concern with somebody: a relevant officer at the club / team / squad, , with the Police or with local Social Services.

### **8.4 Recognising the Different Types of Abuse of Adults at Risk**

The majority of adults, including 'adults at risk' live a life free from harm and abuse; however, some do suffer abuse. This is usually carried out by a family member, close family friend or person in a position of trust. Everyone involved in Rugby League is encouraged to be vigilant to such abuse. Any or all of the different types of abuse may be perpetrated as the result of deliberate intent, negligence or ignorance.

It can be difficult to distinguish poor practice from abuse, whether intentional or accidental.

It is not the responsibility of any individual involved in a Club to make judgements regarding whether or not abuse is taking place, however, all involved in Rugby League personnel have the responsibility to recognise and identify poor practice and potential abuse within a Rugby League setting, and act on this if they have concerns.

Physical abuse	<p>This may include hitting, slapping, shaking, throwing, pushing, kicking, biting, or otherwise causing physical harm to an individual. Physical harm may also be caused by the misuse of medication, inappropriate restraint, or inappropriate sanctions;</p> <p>Rugby League: examples would be incidents of violence such as the shoving and jostling of opponents, or where the nature and intensity of training or matches does not take account of an individual's needs, circumstances or health, to the point where they experience harm or distress.</p>
Emotional abuse	<p>This may include bullying, threats of harm or abandonment, deprivation of contact, humiliation, blaming, controlling, intimidation, coercion, harassment, verbal abuse, isolation or withdrawal from services or supportive networks;</p> <p>Rugby League: emotional abuse may occur if people are subjected to undue or repeated criticism, name-calling, bullying, humiliation, threats, blame, sarcasm, or any discriminatory abuse, or because of unrealistic pressure to perform to expectations that are beyond their potential.</p>
Sexual abuse	<p>This may involve forcing or enticing an individual to take part in sexual activities (directly or indirectly) to which the individual has not consented or could not consent or was pressured into consenting. This can include compelling 'adults at risk' to listen to or take part in talk of a sexual nature. Sexual abuse can occur through social media activity.</p> <p>Rugby League: examples would range from the sharing of inappropriate jokes to the discomfort of individuals, through to activities of a criminal nature.</p>
Financial abuse	<p>includes theft, fraud, exploitation, pressure in connection with wills, property or inheritance or financial transactions, or the misuse or misappropriation of property, possessions or benefits.</p> <p>Rugby League: an example in Rugby League would be an individual with a learning disability who is always expected to buy drinks for his 'mates', (see Mate Crime below) or exploited by being expected to host after match get-togethers at his/her house at his/her expense.</p>
'Mate Crime'	<p>'Mate Crime' is the phenomenon of people with disabilities being groomed by those who pretend to be their friends before being exploited by them financially, physically or sexually.</p> <p>Rugby League: an 'adult at risk' might be exploited by his or her peer group by being asked always to pay for after match drinks or always asked to do things on behalf of the group – which others are not e.g. pack the kit bags of other players after a game</p>
Social media, electronic communication and online abuse	<p>Abuse can occur through social media; this may be difficult to detect. It is important to remember that the type of abuse that can occur through social media always includes emotional and psychological abuse and can include sexual and financial abuse. Some examples of abuse that can occur through social media include:</p> <ul style="list-style-type: none"> <li>– unwanted sexual text messages (sexual abuse);</li> <li>– unwanted communication (emotional abuse);</li> <li>– inappropriate messaging; (emotional and sexual abuse);</li> </ul>

	<ul style="list-style-type: none"> <li>– requests for money (financial abuse);</li> <li>– harassment (emotional abuse);</li> <li>– intimidation (emotional abuse);</li> <li>– sexual coercion (sexual abuse);</li> <li>– stalking (emotional abuse); and</li> <li>– cyber-bullying (emotional abuse)</li> </ul>
Neglect and acts of omission	<p>includes ignoring medical or physical care needs, failure to provide access to appropriate health, social care or educational services, the withholding of necessities such as medication, adequate nutrition and heating.</p> <p>Rugby League: neglect may be either intentional or unintentional. It could include situations such as officials not giving players appropriate breaks on hot days or coaches not taking a player's injury seriously and asking them to continue playing.</p>
Discriminatory abuse	<p>includes abuse or ill-treatment based on a person's 'protected characteristics' under the Equality Act 2010.</p> <p>Rugby League: In Rugby League this type of abuse is often difficult to detect and it may not always be clear as to who is the perpetrator. Discrimination can be based on age, disability, ethnicity, gender, gender reassignment, HIV status, marital or civil partnership status, pregnancy or maternity, religion or sexual orientation, all of which are 'protected characteristics' under the Equality Act 2010.</p> <p>'Adults at risk' may also be seen to discriminate against each other, for example, using their disability as a joke with other disabled players. It is important to remember that the emotional impact of this type of joking or 'banter' on the other player is not always evident and may constitute emotional abuse. It also sets a level of expectation amongst others who may hear or see this behaviour, as being an acceptable way to address someone with a disability. This is not acceptable in Rugby League and needs to be addressed straight away. In all of the above circumstances the RFL Compliance Manager may issue or direct anyone else to issue a formal charge for a breach of the RFL Operational Rules.</p>
Institutional abuse	<p>This mainly refers to neglect and poor professional practice. This may take the form of isolated incidents of poor or unsatisfactory professional practice, through to pervasive ill treatment or gross misconduct. Repeated instances of poor care may be an indication of more serious problems.</p> <p>Rugby League: Institutional abuse could occur due to poor management or practice causing harm. Within Rugby League an example might be where management put the success of a team before, and without due care and attention for, the health and well-being of individual players.</p>
Other issues outside Rugby League	<p>Other issues outside Rugby League may be relevant. These may include:</p> <ul style="list-style-type: none"> <li>– self-neglect or self-harm</li> <li>– hate crime</li> <li>– harassment and Intimidation</li> <li>– domestic abuse (including ...forced marriage and honour-based crime)</li> <li>– human trafficking</li> </ul>

- |  |   |
|--|---|
|  | <ul style="list-style-type: none"> <li>– abuse by another 'adult at risk'</li> <li>– abuse by children</li> <li>– exploitation by people who promote violence</li> <li>– modern slavery.</li> </ul> |
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## 8.5 Frequently Asked Questions

### 8.5.1 Why don't 'adults at risk' always report abuse?

Often adults feel disempowered and unable to speak about abuse that may be occurring to them. This is often due to fear about what people will say or being upset at not being able to resolve the situation for themselves.

### 8.5.2 What are my responsibilities? When should I report a risk?

You are not required to make assessments of whether someone is at immediate risk of harm or is likely to suffer harm. This is something for statutory agencies such as Police and Social Care to assess.

Your responsibility is to report any concerns you may have and to report anything you may have witnessed. In an emergency you should report to statutory agencies immediately alternatively you can ask the RFL Safeguarding Manager to report on your behalf where this will not cause unacceptable delay.

If you fail to respond and report a concern, an 'adult at risk' may continue to suffer harm.

### 8.5.3 What should I do if I am worried about an adult in Rugby League who may be an 'adult at risk'?

You should share your concerns with someone suitable. If your club, team or squad has a designated Club Welfare Officer, share your worries with them and agree a course of action. If there is nobody at the club you feel comfortable sharing your worries with, please contact the Safeguarding manager at the RFL: [safeguarding@rfl.uk.com](mailto:safeguarding@rfl.uk.com) or by telephoning 07540636516.

Somebody needs to talk to the person concerned, to let them know you are worried and ask them if they would like to talk to you or to someone else. (They have the right to say 'no').

### 8.5.4 What should I do if I am worried about the safety of an adult who may be an 'adult at risk'?

Someone needs to speak with the adult you are worried about and let them know that you are worried and want to get some support for them. If you need advice about how to do this, contact the RFL Safeguarding Manager.

If you think anyone may be in danger, or that a crime may have been committed, do not hesitate to tell the police. If your team, club or squad has an identified Club Welfare Officer, share your concerns with them or the Club Welfare Officer where appropriate. If they do not, please contact the RFL's lead officer for Safeguarding: email safeguarding email address for an initial discussion.

When reporting any information, it is important to do so with sensitivity for the people involved and the person who may have raised the concern.

#### **8.5.5 What should I do if they don't want me to tell anyone else or I don't have consent to report a problem?**

Please consider the following:

- is the adult placing themselves at further risk of harm?
- is someone else likely to get hurt?
- has a criminal offence occurred? This includes: theft or burglary of items, physical abuse, sexual abuse, financial abuse or harassment.
- is there suspicion that a crime has occurred?

If the answer to any of the questions above is 'yes' - then you can share without consent and need to share the information with the RFL Safeguarding Team and Police or Social Care. If in doubt you should always share the information with the RFL Safeguarding Team who will make the decision about whether it is appropriate to share the information with statutory services.

If you do not think they are at immediate risk of harm, you need to respect their right, as an adult, not to seek or accept help, unless you think they may not have the mental capacity to make this decision (see below).

Please remember: If somebody is in a position where they may be at risk of immediate harm, always contact the Police or Social Care.

#### **8.5.6 What should I do if I have a concern about the well-being of an adult who may be an 'adult at risk'?**

Somebody needs to talk to them. Difficulties can often be easily resolved at this level. If you do not feel confident to do this, please contact the Club Welfare Officer, if one is appointed, or the RFL Safeguarding Team who will be able to offer advice.

#### **8.5.7 What if I think the person needs support to make a safe choice?**

If you think the adult may not have the mental capacity to make appropriate decisions about their situation you should seek the advice of local Social Care services or discuss the matter with the RFL Safeguarding Team, or where appointed, the Club Welfare Officer.

#### **8.5.8 What about adults who are not deemed 'at risk'?**

Where an adult does not meet the definition of 'at risk', either because they do not have a health or social care need, or it does not prevent them protecting themselves, then the matter should be dealt with as a complaint, but with appropriate levels of support provided depending on the adult's particular needs. The RFL Safeguarding Team can advise on what sort of support may be appropriate.

**8.5.9 Are all disabled people ‘adults at risk’?**

No. Many disabled people live independently and do not need the help of others, nor do they need Community Care services. Just because an adult has a disability does not necessarily mean they are ‘at risk.’

**8.5.10 How thorough should the records I Create be, and what should they contain?**

Make a written record of relevant information as it happens. This should include the date, venue, your concerns, the date and times of any conversations, who was involved, and what was said. Record actions taken. If you feel your records would benefit from the input of others, then you should involve them where appropriate.

**8.6 Self-reporting of concerns**

If you are an Adult at Risk involved in Rugby League and you feel that you may have been abused, may still be being abused, or are otherwise unhappy about your treatment, it is important that you try to speak to someone. If the club, team or squad has a Club Welfare Officer, please talk to them.

If not, please talk to someone you trust, or the local Social Care Department, or the Police.

Make a written record of relevant information as it happens. This should include the date, venue, your concerns, the date and times of any conversations, who was involved, and what was said. Record actions taken. You may contact the RFL Safeguarding Team by emailing [safeguarding@rfl.co.uk](mailto:safeguarding@rfl.co.uk)

**8.7 RFL Case Management System**

The RFL Safeguarding Case Management Group deals with cases involving Adults at Risk under the processes set out in the RFL Operational Rules Sections D1 and D4.

**9.0 Guidance and Legislation**

The practices and procedures within this policy are based on the principles contained within the UK and legislation and Government Guidance and have been developed to complement the Safeguarding Adults Boards policy and procedures, and take the following into consideration:

- The Care Act 2014
- The Protection of Freedoms Act 2012
- Domestic Violence, Crime and Victims (Amendment) Act 2012
- The Equality Act 2010
- The Safeguarding Vulnerable Groups Act 2006
- Mental Capacity Act 2005
- Sexual Offences Act 2003
- The Human Rights Act 1998
- The Data Protection Act 2018
- The General Data Protection Regulations.

**APPENDIX A - FLOWCHART FOR REPORTING**

