

Sheffield Eagles

Mark Aston

Mick Heys

ORT Disciplinary proceedings 17th October 2024

Chair HHJ C Batty, Alan Hunte, Chris Chapman

Charges

Mark Aston and Mick Heys

1. D1:1 - A Person subject to the Operational Rules shall be guilty of Off Field Misconduct if he/she/it: (b) engages in conduct which is prejudicial to the interests of the Game, brings the Game into disrepute or which is improper conduct.
2. 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: (c) the Welfare Policy (j) the Medical Standards.
3. 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.
4. In addition Mark Aston is charged with breaching the RFL Coaches code of conduct.
The code of conduct provides:
When working with players I will:
Place the physical and mental well-being, safety and enjoyment of each player above everything, including winning, ensuring every player has an equal opportunity to take part in training and matches, within the rules of the playing competition.

Useful information

G RTP

5. Players diagnosed with a concussion must progress through an individualised and multidisciplinary G RTP protocol, the stages of which are set out below. The G RTP must be overseen by a Doctor or Equivalent who may delegate to other members of the medical team. The Doctor or Equivalent must confirm that the player is able to progress to Stage 5.

SCOAT

- The assessment ***must be carried out by a HCP, with oversight and interpretation from the clubs Doctor (or equivalent)*** and a copy of the completed report retained by the Club as part of note keeping records and confirmed to the RFL a SCOAT has been completed.

Background

- The background to the case is that the Sheffield Eagles player Matty Marsh (MM) suffered a head injury during the Club's game against Swinton Lions on 9 March 2024 at the Swinton Club's Heywood Road Stadium following him taking a shoulder from an opponent to the head. Mr Marsh failed a Head Injury Assessment (HIA) at that game following the above injury.
- 12th March 2024 Mr Heys reports to Hannah Cole that 'Marshy had headaches for a couple of days and left work early yesterday. Took day off today and headache settling. Vision OK now'.
- Pursuant to that HIA failure he was obliged to follow the respective stages of the GRTP as set out within the RFL Medical Standards which form part of the Operational Rules.
Stage 1 [days 1 and 2] *Relative physical and cognitive rest for the initial 24 hours. Symptom limited screen time and activities of daily living. i.e.: walking.*
Stage 2 [days 3 and 4] *Light aerobic exercise (<55% max HR) Moderate aerobic exercise (<70% max HR) May start light resistance training*
Stage 3 [days 5 and 6] *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)*
Cognigram and must be passed before progressing and Doctor must sign off
Player must be symptom free before progressing following stage 3 and
Finally prior to contact training SCOAT6 must be completed by HCA overseen by doctor/equivalent
Stage 4 [days 7 and 8] *Non-contact training drills, i.e., team training with no contact.*
Stage 5 [days 9,10 and 11] *Progressive introduction to full contact. i.e., controlled contact, building up into unrestricted full contact.*
- Hannah Cole is the Sheffield Eagles Doctor /Equivalent. It is her responsibility to manage the GRTP process. She should be assisted by the Club physiotherapist Mick Heys.
- Hannah Cole is the only individual at the Club who can sign off the various stages of the GRTP process and the only individual at the Club with the ability to ultimately sign the player off to return to play once she is satisfied the GRTP has been properly adhered to

and completed by the player. The rationale being that it is imperative for someone with such level of qualification, experience and expertise to ultimately sign the player off to return to play in order to ensure that player welfare is appropriately protected.

12. On the 12th March 2024 [day 3] HC requested an update from Mr Heys on MM. The response was *"Marshy had headaches for a couple of days and left work early yesterday. Took day off today and headache settling. Vision okay now."*
13. On the 21st March HC received an email from Mr Heys requesting that she sign MM off as having completed the GRTP protocol so that he would be able to return to play in the clubs upcoming Challenge Cup fixture against Wigan on the 22nd March 2024.
14. Hannah Cole then sought information from Mr Heys regarding MM's GRTP protocol to satisfy herself that it had been completed properly and so that she was able to sign the player fit to return to play. Mr Heys informed her (via text) that MM had undergone contact sessions on the 18th, 19th and 20th March 2024. He said then that the SCOAT had been completed on 18th March and that Mr Marsh had been Cognigram passed on the 19th March 2024. MM should not have proceeded from Stage 3 to 4 initial non-contact training drills to contact training, until he reported being symptom free and the cognigram test had been passed and signed off by doctor/equivalent.
15. HC said that she would not sign MM asking why she had not been contacted to sign him off prior to his return to contact sessions and asking who had completed the tests. Mr Heys then changed his account of when the sessions had taken place. He then said they were the 19th, 20th and 21st March. The 19th was a Tuesday and 21st a Thursday. The club do not train on those day and so she asked Mr Heys who had completed the contact sessions and the SCOAT. Mr Heys then informed her that MM had done light contact with his brother in a field in Hull on the 18th March 2024. The session had not been observed or documented and this concerned HC as it was contrary to the GRTP and also the RFL Medical Standards. In addition she had not signed him off to progress from Stage 3 as is also required.
- ~~16.~~ Hannah Cole says that following the above dialogue, she had strong concerns and again reiterated that she would not be signing Mr Marsh off to return to play as she did not feel that the GRTP as per Medical Standards forming part of RFL Operational Rules had been followed and stated that she would see him for a neuro-assessment the coming week and decide what to do from there.
17. On the 22nd March the day of the Wigan match Mr Heys contacted HC to ask if there was a solution to the MM issue, in other words can you find a way to sign him off so that he can play? He repeated that there had been contact sessions on the 19,20 and 21 March. She refused to indulge this and said she would not sign him off. She also contacted the RFL to

appraise them and stating that she would not be signing him off for the Wigan match via email.

18. Mr Heys then sought to circumvent the need for HC signing MM off and went directly to Julie Turton who is the RFL Medical and Welfare Manager he emailed her at 12.11pm asking whether MM would be able to play in the Wigan match. In the email he explained that the error was his and that the player had not been signed off before the Contact sessions at Stage 4 although he had now completed the SCOAT and cognigram. She told him no.

"The sign off to RTP for the player is solely down to Hannah as the club doctor/equivalent, the final responsibility to do so lies with her"

19. Mr Heys acknowledged this thanking Ms Turton at 12.31. Notwithstanding this MM was selected to play and played in the match against Wigan Warriors that evening.
20. On the 23rd March Mr Heys contacted HC again via text message, advising her that "Head Coach MA had made the decision to play Mr Marsh in the Wigan fixture as he had felt that all stages of the GRTP had been completed with no issues and that they would 'deal with the consequences later'"
21. The allegation is therefore that the Club fielded Mr Marsh in its match against Wigan Warriors on Friday 22 March 2024 despite the player having not followed the GRTP.
22. The GRTP had not been followed properly. There had not been the requisite sign-offs and the stages of the GRTP had not been completed in the right order.
23. There should have been a doctor/equivalent sign off prior to any contact training in order to advance from Stage 3 of the GRTP. Whilst Mr Heys allowed the contact training there had not been a completion of a valid SCOAT/cognigram before it.
24. The RFL's case is that Mr Heys provided contradictory information as to dates of training and therefore dates of completion of the necessary GRTP and therefore misled HC either deliberately or inadvertently. GRTP should be overseen by the doctor/equivalent to ensure that all steps are taken to ensure the safety of the player.
25. The Club's Doctor/Equivalent had refused to sign off the player given her concerns and the RFL having confirmed that the player could only be signed off by Hannah Cole as the Club's Doctor/Equivalent. The RFL had also not received a Return to Play Form signed off by the Doctor/Equivalent responsible for the GRTP as per RFL Operational Rules.

The hearing – preliminary issues raised

26. At the hearing preliminary issues of law were raised by Dr Sharp KC on behalf of MA.
27. The first was that the proceedings were unlawful as he argued that the RFL had not followed their own guidance in respect of the charging procedure.

28. Rule D 1:11 is the regulation that deals with the laying of charges. Rule D1.11 states:
- “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 facts alleged to constitute such breach, to the extent that the same are at this stage known to the Compliance Manager.”
29. He argued that the RFL had not complied with its own Operational Rules. Under the rules the RFL are mandated to deliver notice to any person accused of misconduct ‘as soon as practicable’. As a result of not doing he submitted that the charges against MA are unlawful and should be dismissed.
30. The RFL supplied a bundle of documents prior to the hearing attaching the letters and emails that in their submission satisfied Rule D 1:11.
31. In an email to Mark Hannigan at 9.04 on the 10th April 2024 was attached a Letter addressed to Mark Hannigan General Manager of Sheffield Eagles.
- It set out that there was an investigation into why MM was allowed to play in the Wigan Challenge Cup match on the 22nd March 2024 despite the RFL not receiving a Return to Play form signed off by the doctor responsible for the GRTP. It further indicates that an investigation is to be opened ‘the investigator will make detailed enquiries into this matter and will submit a report to the RFL. During the investigation the Investigator will contact all relevant parties.
32. This document was emailed by Mick Hannigan to MA, Mick Heys and Simon Vardy [Sheffield Eagles Head of Performance] on the 10th April 2024.
33. In his evidence MA said he did not recall ever seeing this document although he accepted that it was his email address and therefore it should have arrived in his inbox.
34. Subsequent to the investigation the RFL wrote to MA c/o Sheffield Eagles and emailed that letter once again to Hannigan. That letter set out that the RFL Compliance Manager was satisfied as a result of the investigation that ‘there is a case for you to answer in relation to breaches of the following Operational Rules [D1:1 and C2:6]. Further it indicated that the case was being referred to an ORT on the 24th July 2024. Mr Hannigan said that he had printed that document out for MA in the office, and sent the full pack of documents to the Board of Sheffield Eagles on the 16th July.

35. In the event that hearing did not take place on that day but there was a directions hearing before me on the 21st August 2024. Prior to that hearing Richard Yates had submitted a charge summary of Operational Rules breaches to the parties including MA. I cannot specifically recall if MA appeared at that hearing but his legal representative Richard Cramer of Front Row Legal appeared on his behalf and was well aware of the nature of the allegations.
36. Dr Sharpe argued that the documents were not properly 'delivered'. Delivered was the same as service, he argued, and therefore the documents had to be hand delivered or delivered to MA by post. This, he said, was a well-established principle in the courts and should be recognised in these proceedings. It was a fundamental breach of D1:11 to serve it upon the club as happened in this case.
37. He said of the letter dated 10th July it was not sufficiently clear in its terms, 'a case to answer' was not sufficient, and accordingly it did not satisfy the requirements under D1:11. Dr Sharpe accepted that the document prepared by Mr Yates would have satisfied those requirements but that this document was not properly 'delivered'.

RFL response

38. Miss Cummings on behalf of the RFL said that there were no specific requirements for the service or delivery of documents in the RFL rules. She said that for on field matters service of documents on the club was common practice. She pointed out that MA said in his statement that he was included in email correspondence on the 16th July when he was shown the 10th July letter which she submitted in accordance with D1:11. Further he was represented at the August hearing at a time when a document had been prepared setting out fully the allegations.

Decision in respect of D1:11

39. We take the view that the letter of the 10th April was sufficient information as to the investigation and it is clear that such a document was sent to the club in accordance with RFL practice. It is worth noting here that all the charges pertain to either the club or people in their employ and therefore it is perfectly reasonable to provide service in this way. The same applies to the letter of the 10th July. In our view that letter indicates that MA has a case to answer which will require his attendance at an ORT. This could have left him in no doubt that he was believed by the RFL to have breached Rules D1:1 and C 2:6 and was required to answer those charges at a tribunal.
40. So in summary, the RFL has notified him of an investigation into the MM Wigan appearance, he is then spoken to about his role in this by the investigator in May 2024. He

is then told as a result of the investigation he would have to appear at ORT in July to answer 2 charges in relation to this matter.

41. Accordingly MA was aware of the investigation of which he was a part. He was aware that the result of the investigation meant that he had 2 charges to which he had to answer to at an ORT in respect of the playing of MM in the Wigan Match on the 22nd March 2022 and the fact the Doctor had not signed him off from his GRTP process.
42. This is in our view in accordance with Rule D1:1 and therefore the proceedings cannot be said to be unlawful.

Abuse of process

43. The second argument then raised was that to proceed with this case amounts to an abuse of the tribunals process. It was put on 2 basis:

Firstly, it will be impossible to give the accused a fair trial:

- (i) The deliberate destruction of investigation notes and records by VB before the conclusion of the regulatory process;
- (ii) The failure of VB to obtain or secure the relevant messages from the WhatsApp Group which have since been deleted;
- (iii) The failure by VB in advance of the Respondent's interview on 9th May 2024 he was under investigation for any alleged breaches of RFL conduct, that he was not provided with any pre-interview disclosure, that he was not given any warning or opportunity to seek advice prior to interview, and that he was unaware that the interview and statement could be used to construct a case against him;
- (iv) Failure by RFL to provide relevant internal email communication on or about 22nd March 2024;
- (v) Failure to comply with Rule D1.11 is repeated as a particular of abuse of process;

Secondly it offends the court's sense of justice and propriety to be asked to try the accused in the particular circumstances of the case:

- (i) The failure by VB in advance of the Respondent's interview on 9th May 2024 to advise that he was under investigation for any alleged breaches of RFL conduct, that he was not provided with any pre-interview disclosure, that he was not given any warning or opportunity to seek advice prior to interview, and that he was unaware that the interview and statement could be used to construct a case against him;
- (ii) Failure to comply with Rule D1.11.

44. The factual basis for those submissions can be found in the basic submissions themselves and so I do not rehearse them again here.

Submissions on behalf of MA

45. The submissions were that Mr Butler the investigator [VB] should have kept the notes of his investigation. In his report, Dr Sharpe submitted that VB makes bold submissions and gives strong opinions about the roles of those involved and his assessment of their culpability and yet there are no notes to substantiate or undermine those suggestions. Secondly, Mr Heys has issues with some of his witness statement such that he sought to correct it with a second version and given the controversial nature of his evidence in respect of MA it would have been helpful to see the notes on which his statement was based so as to permit MA's legal team to properly cross-examination him in relation to the conversations he claims to have had with MA about MM. The same applies to Simon Vardy's statement, he submitted.
46. In respect of the WhatsApp group messages we have been told that they no longer exist. Dr Sharpe submitted that they ought to have been obtained by Mr Butler or at least considered and the issue of what passed between the medical practitioners and Mr Vardy is a central issue in respect of how serious a situation this was perceived to be by those involved. That particular submission re how seriously this was taken applies equally he submitted to the RFL and so it is important to see the internal email traffic. Apparently MA's legal team were informed that such emails were privileged material and as a result they have not been provided. Dr Sharpe contends that they could never be privileged. He further submitted that the RFL were themselves culpable in relation to MM. Having been put on notice by the emails of HC and Mr Heys they should have taken steps to ensure that MM did not play in the match. This goes to the issue of seriousness also says Dr Sharpe.
47. In respect of the second limb of abuse that it offends the integrity of the court process the submissions were set out as above.

RFL Response to abuse arguments

48. Miss Cummings submitted that the real issue in this case is MA's knowledge of the clubs approach to MM and his GRTP process. Was MA aware that MM could not play under the terms of the process as MM had not been signed off as fit to play? This involves only 2

people she submitted, MA and Mr Heys as the evidence was clear that no one else spoke with MA about MM's selection for the game.

49. All other enquiries go to peripheral issues. The state of knowledge of those in the WhatsApp group is for them alone. Given that no one in that group with the exception of Mr Heys spoke to the defendant their beliefs are she submitted, irrelevant. Whatever their beliefs as to the seriousness of the breach and the selection of MM for the match were also she submitted irrelevant
50. Miss Cummings indicated that she had been told that VB's notes had been destroyed due to GDPR concerns. Whilst she recognised that this was unhelpful given the ongoing proceedings she pointed to the fact that Mr Heys corrected his statement and that it is his evidence that is the significant evidence in MA's case.
51. She stated that the attitude of the RFL to these proceedings is not in dispute nor relevant. It is not for the RFL to micromanage the member clubs. The rules are strict in order to ensure that procedures are followed in a particular way and it is clear from these proceedings that a failure to do so will have consequences. Julie Turton made it clear that MM could only be signed off by HC and that was the end of the matter.
52. Finally she submitted that the proceedings do not in any way offend the courts sense of justice. MA was on notice of the investigation a month before the investigator arrived. It must have been clear that there might be consequences for those involved in the decision making process for MM to play that game given the subject matter of the investigation. Further, this are not criminal proceedings. There is no requirement for formal cautions. There are no set requirements or form of words prescribed by the rules for investigators.

ORT decision re abuse.

53. We do not consider that it would be appropriate to stay these proceedings.
54. Dealing with them in turn it seems to us that MA knew full well that he was part of the investigation courtesy of the letter he received by email on the 10th April 2024 of which he was a specific recipient. It is inconceivable that he was not aware that the investigation centred around why MM played against Wigan when he had not been signed off to play under the GRTP and the role that he, MA, played in that process. Accordingly it is inconceivable that he didn't know that he was under scrutiny and could face charges. This is particularly so if the evidence of Mr Heys is correct that MA had said when indicating that he would be selecting MM notwithstanding that he was not signed off that he would deal with the consequences later.

55. There is no requirement for a formal caution. There is no requirement for any form of words when investigators are taking statements from those close to the issues under investigation. VB did not therefore breach any procedural requirement.
56. There is no suggestion made by Dr Sharpe that the loss or unavailability of emails or notes or WhatsApp messages is the result of bad faith.
57. In addition we have dealt with our findings in respect of D1:11 and so we are of the view that there are no grounds for saying that these proceedings offend the integrity of the tribunal's process.
58. We also consider that the absence of the messages, notes and emails does not render the proceedings such that MA cannot have a fair hearing.
59. The issues in his case are narrow. What was his knowledge and understanding of the position re MM and what was his response to it and what were his responsibilities? The notes may have had some slight bearing on the evidence of Mr Heys. But only in respect of his not being able to fully recall part of the conversation that he had with MA on the 22nd, and in particular, whether he had specifically told MA that MM could not play as he was not signed off to play by HC. Other than that Mr Heys had corrected the errors as he saw them in his first statement drafted by VB. Further, he had indicated that in an email and in a second corrected statement and had gone on to prepare a 3rd statement to assist. In so doing he had provided much information from which Dr Sharpe was able to challenge him.
60. The loss of the WhatsApp messages is unfortunate. It is not clear to us how that has happened given the number of people who were involved in the group. We do think that it might have been helpful for VB to have considered them and recorded some or all of them. This is particularly so when considering the responsibilities of those above MA and involved in the running of the Club. Simon Vardy [SV] gives some details in his statement and appended timeline but it is not clear to us whether they accurately reflect his attitude to these matters which as Head of Performance for the club might have been useful in assessing the club's overall responsibility.
61. However we do not consider their loss as a material issue in the case in respect of MA. Whilst it is right that Dr Sharpe wanted to cross-examine SV it was not concerning any issue of MA's knowledge as both MA and SV made clear that they did not discuss the MM situation with one another. HC another member of the group was not required.
62. The issue of how seriously others took this potential breach before he played is not of assistance to us in determining MA's culpability in this case. Had it been that others had spoken to him and indicated that it did not concern them and he was right to select MM and play him then this would have had some bearing on MA's culpability. MA did not

suggest that this was the case. It is of concern to us that SV did not speak directly with MA or more importantly bring matters to the attention of a member of the Board so that they may deal with MA. We are surprised that SV simply left the club physio Mr Heys to resolve the MM issue with MA. We were disappointed to hear that SV was unavailable for cross examination given that he had been asked to be made available for the hearing by MA's legal team.

63. The internal emails of the RFL are not in our view relevant. We do not consider the RFL's response to the emails as lacking. We do not consider that any internal exchanges could ever have any bearing on the issues that we have to decide.

64. Accordingly we consider that MA is perfectly able to receive a fair hearing in respect of the charges that he faces and we will not stay these proceedings as an abuse of the tribunal process.

The evidence heard

65. It was accepted that in fact these proceedings came down to the ORT's view of the interactions between MA and MH during the days leading up to the Wigan game. Both gave evidence before us.

66. MA gave evidence in general terms that his knowledge of concussion was limited to a 25 minute video supplied by the RFL that he watched every year but it does not, he said, cover medical standards and signing people off.

67. He said he relied on his medical team to tell him what the situation was. He knew something of the GRTP process and that a player needed to be signed off by a doctor. But he said the doctor is never around so it's for MH and the doctor to sort out. He said that he had experience of the signing off going right up to the match.

Wednesday 20th March 2024

68. MH stated that on Wednesday 20th July he had assessed MM and he had passed his SCOAT test. he knew that MA was to select the team and so he said that he had contacted MA.

69. MH -I told him he passed all his tests but he was not signed off- it was suggested to him that he did not say he was not signed off, only that he was fit to play – normally I would say that but can't remember entirely. A WhatsApp message that he sent to MA was then put to him *'thought I'd best confirm to you Marshy is good to go for Friday can't remember if I told you so tonite [sic]'*

70. MA said that his contact with MH was the message that he sent him set out above. There was no mention of not being signed off or of not being available to play

Thursday 21st March 2024

71. MH had by now liaised with HC and she had refused to sign MM off. MH said that he called MA who did not answer and so he had left a message on his voicemail. The message he said was to inform him MM was not signed off and could not therefore play.
72. MA agreed that there had been a message left on voicemail but was not in a position to say what was on the message as it was garbled

Friday 22nd March 2024 AM

73. MH said they spoke on the telephone on the morning. He was a little unclear about who had called who.
74. MH -I told him Marshy not signed off to play HC refuses to sign him off. I am not sure exactly a number of times he asked, is he fit to play? has he passed his tests? and I said yes he is fit to play and he had passed his tests but he is not signed off
75. MH - Yes I gave him that detail [that he is not signed off and shouldn't be playing] otherwise I wouldn't have rung him
76. MH I said that he shouldn't be playing he is not signed off we need to get him signed off or he can't play. [it was put to him in cross- examination that he had not said in his statement that he can't play if he is not signed off and he said that if he didn't say it, it was implied].
77. MH said that MA responded by asking me to find a solution to the situation which is when the email went to the RFL [to Julie Turton].
78. MA – said that he had received the garbled message and that he phoned MH who said to him that MM wasn't signed off but he will get this sorted.

Friday 22nd PM

79. MH explained that he had approached MA on the coach to the game. He said that remembered sitting opposite him at some point during the journey.
80. MH I remember sitting opposite MA and telling him that MM was not signed off and there would be consequences he said that we will deal with the consequences later. MH then said that MA then asked someone else on the coach and asked if he was available to play and that person said yes he was available to play.
81. MH I remember those words I am absolutely sure about that.
82. MA said that no such conversation ever took place. He said that it had never entered his head to check with anyone if MM had in fact been signed off after the conversation with MH that morning. In 20 odd years he said he would never ask Mick, Mick would tell him if there was an issue.

83. In cross examination by Miss Cummings MA accepted that he knew about the GRTP and knew that a player needed to be signed off and that if that player was not signed off they were not permitted to play.

ORT findings on the evidence

84. We have considered with care the evidence of both men. We are not satisfied that the conversation on Wednesday 22nd March involved Mr Heys telling MA anything about MM not being signed off given the WhatsApp message that was produced and the absence of any reference to MM not been signed of or ineligible to play.

85. We consider that Mr Heys is most likely to have mentioned in the voicemail message on Thursday night that HC had refused to sign MM off and that this was a problem, but we are not in a position to say with what clarity Mr Heys would have spoken.

86. However, we are sure that during the conversation on Friday morning Mr Heys made it clear that MM was not signed off and that MA knew that this meant that MM could not play. It was this that prompted MH to contact the RFL to find the 'solution' that MA referred to in their conversation that morning.

87. We are also satisfied so that we are sure that MH spoke with MA on the coach that afternoon having been unsuccessful in getting the RFL to sanction MM's selection. At this stage MH knew how serious this was. He was fully aware that MM should not be selected and that there would be severe consequences if he was selected and played. He told MA that in terms. We are also satisfied that MA then asked if MM was available and this was checked by someone on the coach. We believe from that this is likely to have been the RFL Gameday site. This enquiry having been made we are satisfied that MA decided that this would be the reason he would use in justifying the selection of MM despite Mr Heys protestations.

88. To suggest that MH did not speak to him we consider to be palpably untrue. This gives us the clearest insight into what MA knew. MA knew as of Friday morning he could not select MM without HC signing him off. His instruction to sort it to MH was an indication of his determination to select him. It is utterly inconceivable that he never spoke again to MH as he suggests. Had it been the case that he had not sought reassurances later that day that MM was signed off to play, that would also in our view amount to a breach of the player welfare code. It could never be acceptable to select a player that had suffered a significant concussion 2 weeks earlier, not knowing if he was eligible to play as he had not been properly assessed by a doctor.

89. We are satisfied MA knew full well that MM was not cleared to play. He wanted him to play and therefore deliberately ignored what he was being told and decided that they would 'deal with the consequences later' as was reported to HC by Mr Heys the following day.

G RTP processes generally

90. Head contact has become a serious issue in professional rugby in both codes of the game. Both codes have recognised the need to implement rule changes, safety procedures and medical protocols in order to lessen the incidence of head contact and the impact of it upon those who play. The processes adopted are the result of detailed research and consultation with many medical experts. They are accepted to be the minimum standard to ensure the safety of those who play the game.
91. The rules are detailed and specific and most of all are to be rigidly observed. The RFL has a responsibility to ensure that those who play, coach, manage and run the teams in the game and those who provide medical assistance within the game abide by those rules. As stated above they are a minimum standard in respect of player welfare.
92. The G RTP is a policy that was deliberately designed to be overseen by a doctor or appropriately qualified healthcare equivalent. Only those deemed qualified are permitted to make a final assessment as to the fitness and therefore availability of a player subject to the process. The consequences of a player returning to contact without the appropriate assessment could increase the risk of long term cognitive or neurological disorders.
93. As the RFL rightly describes it in their skeleton the G RTP is a safeguard in the Medical Standards which form an important part of the Operational Rules and it should be strictly adhered to. Player welfare is and should be paramount. Those who fail to comply with the rules must be brought to account.

Mick Heys

94. Mr Heys accepted breaches of Code D.1, C 2.6 and C2.10 at the first realistic opportunity and accepted what he had done during the course of the investigation.
95. As club physio he was responsible for monitoring those subject to the G RTP. MA was correct when he said that this is Mr Heys responsibility.
96. Mr Heys overall conduct in respect of the G RTP for MM was poor in our view. It is not simply a case of he got a few days wrong so it's a technicality and little more. He did not have proper records of MM's progress. His recording was such that he didn't even know when MM had trained and provided conflicting accounts to HC as to when he had. There was no supervision of MM's return to contact. He allowed him to return to contact in a session with his brother totally unsupervised and at a time when he had not been assessed

in the way that he should have been. To this day we are none the wiser as to what that session entailed or what the level of contact was and neither is he. That put MM at significant risk. Consequently the following day, when further contact training took place he didn't know what had gone before. The COG test and the SCOAT may well have subsequently taken place and in the view of Mr Heys been passed properly. But in our view this misses the point. At no time from MM receiving the head injury on the 9th March, failing the HIA, experiencing symptoms which caused him to take time off work, training, contact training and playing had he been seen or signed off by the one person deemed qualified to make that decision.

97. Both Mr Heys and Mr Aston knew that. They are not entitled to substitute their opinions or assessments as to the fitness of someone in that situation. Playing him in those circumstances was potentially dangerous. Regardless of the genuine nature of their belief.
98. In terms of his apparent fitness to play on the 22nd, it is worth noting that MM failed a further COG test on the 27th March 2024. We find this troubling, given that there is no apparent explanation for this. Mr Heys is adamant that MM did not suffer a further head contact nor was he concussed in the Wigan game.
99. We accept that had MM shown any sign of symptoms that they knew about then he would not have been selected as was the case with Joel Farrell the same week.
100. We note that Mr Heys did not inform the Wigan doctors of MM's true position either. Something that he now recognises that he should have done.
101. Mr Heys conduct towards HC is also a cause for concern. He sought pressure her into changing her professional opinion both in the lead up to the game but also in the days following it. It may be that this was due to the pressure that he was under to rectify his errors and not to incur the wrath of those above him. This places HC in a very difficult position. She was left isolated and having to wrestle with the impact of her doing the right thing and her future within the game, an awful position that no one had the right to put her in. It is in our view an aggravating feature of the case in respect of Mr Heys. No doctor/equivalent should ever be pressured into changing their professional approach. Particularly when it is done in the knowledge that the error is yours and the decision that you are seeking to change could be to the detriment of the player as in this case.
102. As for Mr Heys we accept that he has an unblemished record in rugby circles and the medical profession and is clearly well thought of as his testimonials attest to. We also accept that as a result of this the Club has reviewed its systems and re-instituted individualised timetables for players so we all know what stage of the process players are at.

103. As a qualified Healthcare practitioner with years of experience he recognises that he should stringently adhere to the Medical Standards and therefore set the relevant standards which standards are there to protect players welfare.
104. He has fallen well below expected standards. He has failed to uphold MM's welfare. We also note the RFLs point that the player himself was not appraised of the situation and afforded the opportunity to decline to play, putting the player at risk.

Mark Aston decision

105. It is submitted on his behalf that given the conduct of those above MA at Sheffield Eagles [SV and Mick Hannigan and the conduct of the RFL [Julie Turton and others] in not intervening in this matter demonstrates that playing MM in this match when not signed off amounts to a technical breach only. It is not a serious breach. As a result we are urged to find in his favour as a result.
106. We roundly reject that suggestion. This was a serious and deliberate breach of Rules D1:1, C2:6 and C 2:10. It is also a clear breach of his responsibility towards the welfare of his player.
107. We are satisfied that each of the charges is proved. In our view he deliberately flouted the rules such was his determination to play MM. We accept that Mr Heys genuinely believed that MM was fit to play and as such he assured MA that this was the case. Having been given those assurances he could see no good reason why MM should not be selected and should not play. He pressured Mr Heys to find a solution which in turn meant that Mr Heys applied unnecessary pressure upon HC to change her approach to MM's welfare.
108. He was prepared to take the risk and it is clear that his view was that he would face the consequences after the match; as reported by Mr Heys not only in his evidence but in communication with HC the following day. We are satisfied that MA knows the rules certainly to the extent that unless a player has been signed off by a doctor he cannot be considered for selection.
109. MA decided at an early stage to deflect from his responsibility for this decision by apportioning blame to the RFL. His request on the 22nd March whilst on the coach for an enquiry to be made on the Gameday system was in our view his paving the way for an excuse/defence.
110. He has continued through these proceedings to challenge everything. He has sought to blame others, Mr Heys and the RFL, not only for the Gameday system and what he says are its failings but also for not intervening further on the 22nd when they had been alerted to the potential problem. Everyone within the game knows full well that the

Gameday system deals with players availability/unavailability due to suspension for disciplinary matters. It has never been said to deal with players recovering from injury or from GPTP processes.

111. Dr Sharpe repeatedly submitted that the RFL did not do enough in this case. He submitted that they should have intervened on the 22nd March, the internal emails may well have shown that they didn't take this seriously, he said and provided an insight into why they did not intervene.
112. We disagree that the RFL's response was insufficient. It is clear that the issue of head injuries is something that the RFL has taken seriously for some time. The GRTP process is an example of that. Their zero tolerance to failures to follow the procedures also attests to that. The rules are strict, the rules are clear and it is clear what the consequences of failing to follow them are. The RFL rules also make clear who is regulated by them and what is expected of them. The RFL cannot in our view be expected to micromanage the situation. They gave a clear indication that only HC could sign off MM fully expectant no doubt that this would mean that he would not be play as required under the rules. Mr Heys was fully aware of the consequences of playing him in the absence of such a sign off and he made it clear, he says to MA that the consequences would be severe. Accordingly the RFL are right to expect that the rules would be followed by the doctor/equivalent, the physiotherapist, the coach and the Club. They were not in our view lacking in any way in not seeking to take further steps to achieve what they rightly expected to happen.

Sanction

113. These are very serious breaches of the Operational Rules designed to protect the welfare of those who play the game. For the reasons set out above the penalties for those who breach these rules must be significant.
114. There is no precedent to follow in respect of these breaches. The RFL has asked for 2 year suspension in the case of both Mr Heys and Mr Aston. We note that both were suspended by Sheffield Eagles in July 2024 and we reflect this in fixing the suspensions that we impose.
115. Mr Heys of course admitted his conduct at the outset. He has apologised and expressed significant remorse. Accordingly in his case there will be an total 18m suspension from holding a medical position within the sport of Rugby League, 6m of this suspension which will be suspended for a further 12m. In his case he will be suspended therefore until 31st October 2025. He can then return to work in the sport but will have 6m suspension suspended until the 30th April 2026. During that period from October 2025 to April 2026 were he to breach any of the Operational Rules in respect of medical

standards that 6m period of suspension from involvement in the sport of Rugby League would be activated.

116. In the case of Mark Aston he will be suspended for 18m until the 30th April 2026. He is suspended from coaching in Rugby League or holding any senior position within the sport which might involve any influence over team selection during that period.

Sheffield Eagles

117. We are not asked to impose a sanction in this case. But we would refer the RFL to our findings in respect of leaving Mr Heys to sort out this issue when others at the club were aware of the situation. We make no specific finding as to who those people were other than SV who accepted such in his statement.