2016

RFL OPERATIONAL RULES FOR TIERS FOUR, FIVE AND SIX (COMMUNITY GAME)

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DEFINITIONS

In these Operational Rules the following terms shall have the meanings set out below:

"Adult Team"	means any Adult team with no age restriction.
"Annual Clubs Meeting"	means the annual meeting of all of the clubs, within a Competition, who meet to appoint the Management Group.
"Club"	means a club affiliated to and/or playing in a Competition who are subject to these Operational Rules.
"Club Official"	means a person who may be paid or unpaid to carry out official duties on behalf of a club or appointed to a position on the management board of a club.
"Coach"	means a suitable UKCC qualified person who holds a current RFL coaching licence.
"Code of Conduct"	means any codes of conduct specified by the RFL from time to time.
"Community Board "	means the group constituted pursuant to Article 79 of Articles of Association of the RFL.
"Community Board Regulatory Group"	means a committee appointed by the Community Board to review and develop these Operational Rules.
"Competition Disciplinary Tribunal"	means the people appointed by the relevant Management Group to deal with cases of Misconduct in their Competition.
"Competition"	means any tier four, five or six Rugby League competition recognised by the Community Board in which a Club participates.
"Competition Officer"	means a person named as the primary administrator for a relevant Competition.
"Competition Rules"	means the rules that govern the respective Competitions which must include such rules as specified by the RFL from time to time.
"CWO"	means Club Welfare Officer.
''DBS''	means completion of the disclosure and barring service forms including receiving a suitable disclosure and barring service enhanced disclosure certificate and if appropriate having had that disclosure risk assessed in accordance with the RFL Safeguarding Policy.

"Disciplinary Panel"	means either the relevant Competition Disciplinary Tribunal, or an RFL Appeal Tribunal, whichever panel has jurisdiction for hearing the case.
"Game"	means the game of Rugby League.
"Hearing"	means the hearing of a Misconduct case by a Disciplinary Panel.
"I.D. Cards"	means the official photo identification cards produced from the Registration Forms.
"Junior Team"	means any team under the age of 15 and below.
"Laws of the Game"	means the laws of the Game as prescribed by the RLIF and RFL (as applicable) from time to time.
"League"	means the legal entity recognised by the RFL to organise a Competition.
"Management Groups"	means the appointed group responsible for the operation of a Competition.
"Match"	means any of the following: (a) a Cup tie; (b) a match in a Competition; or (c) any other Rugby League match played by any Club or between two Club(s).
"Match Official"	means any of the following: (a) referee; (b) touch judge; (c) in-goal judge; (d) fourth official/reserve referee.
"Match Official Appointments Officer"	means the person(s) appointed by the RFL with the responsible of appointing Match Officials to Matches.
"Misconduct"	has the meaning specified in section D.
"Official"	a person who is elected or appointed to serve with either a Club or Competition.
"Operational Rules"	means these Operational Rules as amended from time to time.
"Operational Rules Tribunal"	means the panel of persons appointed by the RFL from time to time to comprise the Operational Rules Tribunal under the RFL's Articles.

"Person Subject to the Operational Rules"	means any Players, Coaches, Management Group Member, Club Officials, Match Officials, , Spectators and other Volunteers.
"Player"	means a person who has been registered as a player with the RFL.
"Primary Rugby League"	means all Rugby League played between the ages of Under-7's to Under-11's.
"Professional Player"	A Tier one, two or three Player who holds a current and valid RFL contract.
"Registration Form"	means an official registration form produced by the RFL for the registration of Players.
"Representative Match"	means a Match involving any one of the teams set out in clause B4:2:3 of these operational rules.
"Representative Team"	means a team representing the RFL in a representative Match as set out in B4:2:3.
"RFL"	means the RFL Governing Body Limited.
"RFL Appeal Tribunal"	means the panel of people appointed by the RFL to act on appeals from decisions of Competition Disciplinary Tribunals.
"RFL Board"	means the Board of Directors of the RFL established in accordance with Article 43 of the RFL, the members of which are directors for the purpose of the Companies Act 1985 as amended.
"Scholarship"	means the Under 16 Player Development Programme operated by Category One Academies.
"Scholarship Player"	means any player registered with the Scholarship
"Season"	means the period beginning on the day of the first scheduled Match in a Competition and ending immediately after the completion of the last scheduled Match in the Competition.
"Sentencing Guidelines"	means the document published by the Board, from time to time, that provides suggested sanctions on persons subject to the Operational Rules for cases of on field Misconduct.
"Team"	team means the Match day playing squad of a Club playing in a Competition.

"Terms of Reference"	means the terms and conditions agreed and signed by the Management Group setting out the operation and governance of each Competition (only relevant to Leagues owned and controlled by the RFL).
"Tier"	means the level of competition entry to which the Clubs will be permitted by fulfilling, as determined, the standards specified in the relevant annual entry criteria.
"Touchline Manager"	means the person appointed by a club to be responsible for the touchline on Match days.
"Unacceptable Behaviour and Language"	means any comments, threats, chanting, discrimination (direct or indirect), harassment, bullying, victimisation, or incitement to hatred or abuse or any other action 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, marital or civil partner status, political persuasion, 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
"Volunteer"	means a person who carries out duties on a voluntary basis.
"Youth Team"	means an age restricted team at the age 16 to 18 inclusive.

AMENDMENTS TO OPERATIONAL RULES

The RFL shall have the power to amend these Operational Rules from time to time provided that any amendments to these Operational Rules shall be first discussed by the Community Board Regulatory Group and the Community Board. Any such changes shall take effect from the date they are notified to the Competitions.

SECTION A – LEAGUE AND CLUB OBLIGATIONS

A1 LEAGUES ACCEPTANCE OF OPERATIONAL RULES

A1:1 Each League is bound by these Operational Rules and the Laws of the Game and accepts the jurisdiction of the RFL and agrees to operate the Competitions it organises in accordance with these Operational Rules and the Laws of the Game and any Terms of Reference. To the extent that there is any conflict between these Operational Rules and any Competition Rules, each League agrees that these Operational Rules shall take precedence.

A1:2 As soon as reasonably practical, after each AGM (or at any other time when changes are made to such Competition Rules), each League shall submit a copy of their Competition Rules to the RFL.

A1:3 For the avoidance of doubt each League may determine any matters not covered by these Operational Rules and include these within their Competition Rules.

A1:4 Each League agrees to observe the RFL's Anti-Doping Regulations, the Welfare Policy, Safeguarding Policy, Medical Standards, Equity Statement , Respect Policy and any other rules and policies that may from time to time be adopted by the RFL through the RFL Board.

A1:5 All Leagues are required to act in accordance with all applicable laws. Each League agrees that the Community Board shall be entitled to take any action and/or make such orders as it considers appropriate where to do otherwise would knowingly allow a League to breach any applicable laws, even where such behaviour is not prohibited through a strict interpretation of these Operational Rules.

A1:6 Each League shall delegate the day to day running of the competition to a Management Group. The Management Group will have the power to make decisions consistent with these Operational Rules. In the event of an issue falling outside of these rules the decision will be referred to the RFL Community Board. The League shall ensure that each of its Management Groups complies with all obligations imposed on Leagues and Management Groups under these Operational Rules.

A1:7 Each Management Group shall hold a minimum of two meetings a year to which all Clubs under its jurisdiction shall be invited. One will be the Annual Clubs Meeting where they will vote for the respective Management Group. This meeting should be held at the end of the year to elect the Management Group for the following season.

A1:8 A Club shall be entitled to call a meeting of all the Clubs who are members of the relevant Competition as long as they have written support of at least one third of the Clubs within the relevant Competition. Such a meeting shall be called by the Management Group within 28 days of the request.

A1:9 A League will not accept any club into its Competition until that Club has discharged all financial liabilities to its former League in accordance with A4:1.

A2 CLUBS ACCEPTANCE OF THE OPERATIONAL RULES

A2:1 Each Club which participates in any Competition is deemed, by acceptance of the invitation, to be bound by these Operational Rules, the applicable Competition Rules, the rules and regulations of any body of which the relevant Competition is a member or affiliated with, the terms of any agreement entered into by the applicable Management Group or the RFL and the Laws of the Game and accepts the jurisdiction of the RFL. To the extent that there is any conflict between any of the above and these Operational Rules, each Club agrees that these Operational Rules shall take precedence.

A2:2 A copy of the Laws of the Game and these Operational Rules, shall be made available to each of the intended participating Clubs by the relevant Management Group prior to that Club's entry in such Competition being accepted.

A2:3 Each Club, agrees to observe the RFL's Anti-Doping Rules, Safeguarding Vulnerable Groups Rules, Safeguarding Policy, First Aid Standards, Diversity and Anti-Racism Policies, Respect Policy and any other rules and policies that may from time to time be adopted by the RFL through the RFL Board.

A2:4 All Clubs which participate in any relevant Competition or any Game under the jurisdiction of the RFL, as organised by a Management Group, are required to act in accordance with all applicable laws. Each Club agrees that the Community Board shall be entitled 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.

A2:5 Each Club agrees that all its Players, members, employees, Officials, Volunteers and spectators are only allowed to take part in or attend Matches or be involved in the business of or the conduct of playing matters at any Club on condition that they observe the Operational Rules. Each Club agrees to ensure that these Operational Rules are enforced and observed by its Players, members, employees, Officials, Volunteers and spectators.

A3 MINIMUM STANDARDS

A3:1 GROUNDS/GROUND SAFETY

A3:1:1 Each Club shall ensure that at all times its ground complies with any minimum requirements or entry criteria specified to play in a relevant Competition.

A3:1:2 Notwithstanding the provisions set out above, the RFL shall have the power to specify additional rules and regulations relating to the standard of grounds, (which can vary according to the Tier of competition of the Club at a particular time) which Clubs shall comply with.

A3:1:3 Artificial grass pitches may be utilised in all Competitions subject to the pitch complying with the standards and policies as direct from time to time by the RFL.

A3:1:4 Without prejudice to any other provision of these Operational Rules, the Club shall ensure that its ground and facilities comply with all regulations, statutes or any other rules which have the force of law in the country in which the Club plays its home Matches.

A3:2 **OTHER STANDARDS**

A3:2:1 Every Club shall meet any other standards specified under the terms of their relevant Competition.

A3:2:2 Clubs shall adopt the model constitution as recommended by the RFL or as specified in their annual entry criteria.

A4 FINANCIAL MATTERS

A4:1 Clubs shall promptly pay any Competition fees, fines or any other monies imposed upon them in accordance with these Operational Rules or Competition Rules.

A4:2 It is mandatory for all Clubs to take out public liability and personal accident insurance through a group insurance policy negotiated by the RFL or approved by the RFL Community Board. This provides cover for the Club, Players, Volunteers and Coaches. The policy will run for a 12 month period and the RFL will invoice each Club at the start of the Season for this, on payment terms to be specified on the invoice.

A4:3 Upon request by the RFL, the Management Groups shall provide accounts or suitable financial records to the RFL in an agreed format.

A4:4 Management Groups may request accounts or suitable financial records from Clubs who will provide them promptly upon such request. The Management Groups shall have the right to share such information with the RFL.

A5 RIGHTS, BROADCASTING & SPONSORSHIP

A5.1 Each Management Group shall have the right and power to enter into all forms of sponsorship, advertising, broadcasting and other commercial contracts that relate to Matches in their Competition, provided that before entering into any arrangement with a third party the Management Group first notify the RFL of the terms of the agreement.

A5.2 The Clubs and Management Group are not entitled to sell any rights relating to the RFL including but not limited to RFL logos, designations that refer to the RFL, tickets and rights to RFL Matches or rights which expressly or implicitly relate to the whole of the community game.

A5.3 The Clubs and Management Group agree to grant to the RFL such inventory at Matches at a relevant Competition as is required from time to time as agreed by the Community Board.

A5.4 The Clubs and Management Group agree to grant to the RFL and its partners reasonable access to their facilities in order to exercise any rights.

SECTION B - COMPETITIONS

B1 GENERAL

B1:1 ADMINISTRATION

B1:1:1 The Management Groups shall be governed by the RFL under the terms of these Operational Rules and the Terms of Reference.

B1:1:2 Subject to B1:1:3 each Management Group will determine the programme of fixtures and fix the dates upon which Matches are to be played and deal with all matters connected with or arising out of the Matches in its Competition.

B1:1:3 Each Management Group, when setting dates for Matches, shall ensure that the dates for their fixtures comply with the RFL calendar of Matches as specified from time to time.

B1:2 START AND END OF SEASON

B1:2:1 The RFL will, with each Management Group, agree the date of commencement of their season and the date on which the Season shall finish to best serve the needs of the Competition as well as the best interests of all the Competitions. Any application to play outside of the agreed dates must be approved by the RFL.

B2 MATCH DAY RULES

B2:1 MATCHES

B2:1:1 All Matches will be played under the Laws of the Game unless otherwise stated within the Competition Rules.

B2:1:2 Matches shall be played for the following durations and should include an interval of a minimum of five minutes:

a) Adult - 80 minutes played in two equal halves.
b) Under 18 (Year 13) - 70 minutes played in two equal halves
c) Under 17 (Year 12) - 70 minutes played in two equal halves
d) Under 16 (Year 11) - 60 minutes played in two equal halves
e) Under 15 (Year 10) - 60 minutes played in two equal halves
f) Under 14 (Year 9) - 50 minutes played in two equal halves
g) Under 13 (Year 8) - 50 minutes played in two equal halves
h) Under 12 (Year 7) - 40 minutes played in two equal halves
i) Under 11's and below - As directed in the Primary Rugby League rules.

B2:1:3 Each Management Group shall liaise with their regional Match Official's Appointment Officer in order to appoint Match Officials.

B2:2 BALLS

B2:2:1 The balls to be used in Matches shall be submitted to and approved by the Match Official before the commencement of the Match, and must be of the type and size specified by and comply with the Community Board's directions and as per the Laws of the Game as in place from time to time.

B2:2:2 For the avoidance of doubt the current balls size are as follows;-

Size 3 - Under 7 to Under 9 (Year 1-4)
Size 4 - Under 10 to Under 13 (Year 5-8)
Size 5 - Under 14 and above (Year 9 and above)

B2:3 **DISPUTES**

B2:3:1 All disputes relating to the venue, time and date of any Match or any other disputes relating to a Match shall be determined by a Management Group in its absolute discretion, unless otherwise provided for in these Operational Rules.

B2:4 **GROUNDS UNFIT FOR PLAY**

B2:4:1 In the event of the home Club suspecting that its ground will not be fit for play, owing to adverse weather conditions or other cause, the Club must comply with the Competition Rules with regard to calling the fixture off. If there is no chance of it being played, then that decision must be communicated immediately to the visiting Club, appointed Match Official and the relevant Competition Officer.

B2:5 **OTHER REASONS**

B2:5:1 If for any other reason a Game is due to be postponed, Clubs must contact the relevant Competition Officer as soon as possible.

B2:6 **CONTACTING OPPONENTS**

B2:6:1 It is the responsibility of the home Club, during the week preceding a Game, to contact both its opponents and the relevant Match Official regarding team colours and ground directions.

B2:7 **SAFETY AND/OR MISCONDUCT AT GROUNDS**

B2:7:1 Each Club is responsible for managing its ground safely and is required to comply with its legal obligations in this regard.

B2:7:2 In addition, each Club is required to take all steps necessary (including those that incur costs) to take all precautions necessary to ensure that all Persons Subject to the Operational Rules who are members of their Club and persons purporting to be the supporters of that Club do not:

(a) Act unlawfully;

(b) Threaten, abuse or assault any person from the opposition Club, person attending the ground or Match Official;

(c) Invade the pitch or pitch surrounds;

(d) Throw missiles on the pitch;

(e) Act in a disorderly or improper manner;

(f) Behave in an unruly or unlawful manner;

(g) Behave in a manner which is prejudicial to the game of Rugby Football League or amounts to improper conduct either before, during or after the conclusion of any Match whether the Club is playing at home, away or at a neutral venue; or

(h) Engage in unacceptable behaviour and language.

B2:8 **BRAWLS AND HARRASSMENT OF MATCH OFFICIALS**

B2:8:1 Each Club shall ensure that none of its Players or Officials engages in a brawl. A brawl is defined as a total of three or more Players or Officials from either Team being involved in an incident of fighting or aggressive physical contact on the pitch and surrounding areas before, during or after a Match.

B2:8:2 Each Club shall ensure that none of its Players or Officials engage in behaviour which constitutes harassment or attempted physical intimidation of a Match Official whether by language, confrontational manner or other means whether before, during or after a Match or at any other time.

B2:8:3 For the avoidance of doubt a charge under Operational Rule B2:7:1 or B2:7:2 shall not exclude action being taken against individual Players and/or Officials under section D of these Operational Rules.

B2:9 **ABANDONMENT OF MATCHES**

B2:9:1 It shall be up to the Match Officials to determine whether or not a Match should be abandoned. However, if a Match is abandoned, the Management Group will determine whether the result shall stand. If it does not stand the Match will be re-scheduled as directed by the Management Group. The decision of the Management Group in relation to such matters shall be final.

B2:10 **OBJECTIONS TO RESULTS**

B2:10:1 A Club wishing to object to the result of a Match shall:

a) Send a fax or email to the relevant Competition Officer and to the opposing Club within two working days of the termination of the Match stating the full grounds on which the objection is made.

b) Send within two working days a payment for £40.00, by way of an appeals deposit, to the relevant Competition Officer.

B2:10:2 The Management Group will hear the objection and may decline to consider any matter not stated in respect of the 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 and shall not preclude a Club from objecting to a result of a Match under this operational rule.

B2:11 **MEDICAL REQUIREMENTS**

B2:11:1 Each Club shall endeavour to ensure that a registered and practicing qualified first aider, (holding such qualifications as the RFL may direct from time to time), shall be present at every Match.

B2:11:2 Each Club shall comply with the Community Game First Aid standards implemented and approved by the RFL from time to time.

B2:11:3 Such first aider shall make themselves known to the Match Official before the start of any Match and shall remain for a minimum of 15 minutes after the end of the Game and shall speak directly with a designated Official from both Clubs, if necessary, to ensure that the correct reporting paperwork is completed.

B2:11:4 In the event of any serious injuries or accidents on the field of play, it is the injured Players Club's responsibility to complete and return any accident/injury report form to the RFL within 48 hours of the said incident, with a copy to the relevant Competition Officer.

B2:11.5 Each Club must register any Emergency First Aiders, required under the terms of its annual entry criteria, at the beginning of each Season. If there are any additions made during the Season the club must inform the RFL of the names, addresses and qualifications as requested on the registration form. In addition each Club must record the names of the first aid officials who attend each Match in such format as the RFL/Management Group shall require from time to time.

B2:12 **TOUCHLINE MANAGERS**

B2:12:1 Each Club shall comply with such rules, as specified by the RFL from time to time, in relation to Touchline Managers.

B2:13 **SUBMISSION OF FORMS**

B2:13:1 It shall be the duty of the Referee to complete and forward to the relevant Competition Officer the dismissal reports and reports of any incidents that occur on the Match day, (on or off the pitch), by such means as the RFL shall direct from time to time and by no later than 48 hours after the Match.

B2:13:2 It shall be the duty of the home team to complete and forward to the relevant Competition Officer the score sheet and team sheet from the Match day and to comply with all relevant requirements as set out in the relevant competition rules no later than 48 hours after the Match.

B2:14 **KIT & EQUIPMENT INSPECTIONS**

B2:14:1 Each Club shall make all of its Players available for kit and equipment checks before the Match and at any other time on Match day as reasonably required by an appointed Match Official.

B2:14:2 No Player shall wear any protective equipment, footwear or other garment in any Match, unless it has been approved in advance by the RFL.

B2:15 **LATE START**

B2:15:1 Each Club shall ensure that its team is ready to take to the field before the designated kick off time as and when directed by the Match Officials. The Club at fault for the late start of any Match may be guilty of Misconduct.

B2:16 **POST-MATCH REPORTS TO BE SENT TO THE RFL**

B2:16:1 In addition to any reports due pursuant to other provisions of these Operational Rules, each Match Official shall ensure that they provide within 48 hours to the relevant Competition Officer a full and comprehensive report of any incident which occurs before, during or after any Match including, (but not by way of limitation):

a) a breach of any of the Operational Rules;

b) crowd misbehaviour;

c) misbehaviour of Club Officials;

d) any other matter which may bring the Game into disrepute and/or which may be prejudicial to the interests of the Game.

B3 COMPETITON RULES

B3:1 **PROMOTION/RELEGATION**

B3:1:1 Promotion and relegation issues throughout the Competitions in Tiers Four, Five and Six will be determined annually by the relevant Management Groups and ratified by the RFL Community Board and will be subject to the terms of the relevant annual entry criteria needed to play at the relevant Tier.

B3:2 **CUP COMPETITIONS**

B3:2:1 League Matches will take precedence over cup ties at Tier Four with the exception of the Rugby League Challenge Cup Competition.

B3:2:2 Cup ties will take precedence over league Matches at Tiers Five and Six.

B4 INTERNATIONALS/REPRESENTATIVE MATCHES

B4:1 All member and affiliated Clubs, Leagues and Organisations agree that:

B4:1:1 All Representative Matches must be approved by the RFL Community Board (who shall consult with the Management Groups in relation to the same).

B4:1:2 The RFL Community Board shall have the sole and exclusive responsibility for the Men and Youth community representative teams which shall be referred to as "English Lions", the England Women and English Lionesses, University and Colleges, Wheelchair, English Lionhearts.

B4:1:3 The RFL shall have the sole and exclusive responsibility for the home international teams representing the country.

B4:1:4 The Player will give priority to such Representative Matches over any other Match, including, but not by way of limitation, cup ties and league Matches.

B4:2 **INTERNATIONAL MATCHES**

B4:2:1 All Players who are eligible to play in Tier Four, Five and Six, are eligible for selection to any RFL Representative Team subject to fulfilling the RLIF eligibility criteria where applicable.

B4:2:2 A Player selected to play in a Representative Match, constituted from Tier four, five and six, who refuses to play in such Match, shall not be permitted to play for his Club either on the day of the Representative Match itself or during the period for which he would have been required to be absent on representative duty. Such Player may be adjudged by the Community Board to have been guilty of Misconduct by refusing to play.

B4:2:3 The RFL recognised representative Matches are English Lions Men and Youth, England Youth, BARLA Open Age and Youth (U17 and U19), England University and College (Men and Women), English Lionhearts, England Women, English Lionesses, GB Police, GB Teachers (Men and Women), England Wheelchair, and Great Britain Armed Forces.

B4:2:4 Each Club agrees to release any Player who is selected to play in a Representative Match/or who is selected to take part in a Representative squad training session throughout the period in which such Player is reasonably required by the squad provided that there is no conflict with the clubs fixtures.

B4:2:5 Players selected in the final squad, (maximum of 20 players), shall not play for their Club in the 36 hours prior to the scheduled Representative Match unless otherwise stated by the RFL Community Board provided that the squad for the representative Match is announced seven days prior to the fixture.

B4:2:6 A Club which has two or more Players required for a Representative Match or Representative Matches which is/are recognised by the RFL Community Board, to be played over the same weekend (i.e. Friday to Sunday inclusive) as a League Match, may apply to the relevant Management Group to postpone their league Match provided at least seven days' written notice is given to its opponents. For the avoidance of doubt a Club can only request a postponement of a competition Match at the age group level for which the representative Match will take place.

B4:3 **SCHOLARSHIP RULES**

B4:3:1 All Leagues, Clubs and Players will abide by the RFL Scholarship and Community Game Training and Playing Policy.

B4:3:2 Any Club or League who nominate or selects a Player to take part in matches or training outside of the RFL Scholarship and Community Game Training and Playing Policy, or otherwise sanctioned by the RFL, shall be guilty of misconduct.

SECTION C - PERSONNEL

C1 PERSONS SUBJECT TO THE OPERATIONAL RULES

C1:1 Each Person Subject to the Operational Rules agrees (and is deemed by participation in the Game and/or acceptance of their position and/or completion of an RFL Registration Form) to be bound by the Operational Rules, the Rules and Regulations of any body of which the RFL is a member, the terms of any agreement entered into by the RFL and the Laws of the Game and accept the jurisdiction of the RFL and agrees to be bound and observe all codes of conducts, 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 Betting and Related Activity Code of Conduct;

(e) the Respect Policy;

(f) the Equity Statement;

(g) the Social and Non-Prescribed Prescription Drug Policy;

(h) the Medical Standards; and

(i) the Blood Borne Diseases Regulations.

C1:2 The Laws of Game and the Operational Rules will be published on the RFL website. Each person 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 contained in C1 apply equally to Clubs.

C2 PLAYERS

C2:1 For the avoidance of doubt, Players governed by these rules are Players registered with Clubs who participate in Competitions at from Tiers Four, Five and Six.

C2:2 PURPOSE

C2:2:1 The purpose of these rules is:

a) To ensure the welfare and proper treatment of Players within the appropriate boundaries of applicable laws;
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 Clubs have security of squad available to them to ensure that the relevant Competitions can take place in an orderly manner;

C2:2:2 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.

C2:3 REGISTRATIONS - GENERAL

C2:3:1 A Player shall be registered by the Club by completing the registration procedure as implemented by the RFL from time to time.

C2:3:2 Once a Player has completed a Registration Form for a Club they may play for any team at that Club, subject to satisfying any age band restrictions.

C2:3:3 At the time of registration it is the responsibility of the Club to inform the Player of any financial obligations they must commit to (and to keep players updated of any changes to the same).

C2:3:4 All player registrations shall be directed and processed centrally by the RFL and the RFL will maintain the official register of Players.

C2:3:5 It shall be the responsibility of the Club to ensure that all players that register for the Club are eligible to play in that Competition

C2:3:6 If a Player is registered with a Club that has both Adult and Youth Teams, then that Player is only eligible to play for Teams at that Club and can only move Clubs by completing a transfer.

C2:3:7 Where a Club does not have an Adult team, Youth players wishing to also play at Adult level may register to another Club for that purpose but will only be eligible to play for the Adult teams at the second Club.

C2:3:8 Where a Club does not have any Youth teams, registered players at that Club that are eligible to play at Youth level may register to another Club for that purpose but will only be eligible to play for the Youth teams at the second Club.

C2:4 **DUAL REGISTRATION**

C2:4:1 All Leagues, Clubs and other Persons Subject to the Operational Rules shall be bound by and comply with any regulations agreed relating to Community Game Dual Registration and Under 18 Dual Registration.

C2:5 **REGISTRATION OF ADULT PLAYERS**

C2:5:1 A Player is eligible to play Adult Rugby League on attaining the age of 16.

C2:5:2 Any Player under the age of 18 requires a parent/guardian signature on their Registration Form confirming that both the Player and the parent/guardian understand that some sections of the RFL Safeguarding Policy do not apply to Adult Rugby League, before they can play for an Adult Team. A player may only play for the Adult Team if their own age group can fulfil fixtures in the applicable week.

C2:5:3 An Adult player will remain on the register of a Club until such time as a Club Official removes them or unless the player transfers to another Club. If a player has not played for a Club for two years then the RFL shall automatically remove them from the register of that Club.

C2:5:4 Clubs may register new adult Players on the day of the Match provided that the Registration Form is duly completed in accordance with standardised regulations and is initialled by the appointed Referee and together, with post-match documentation, sent immediately after the Match to the relevant Competition Officer.

C2:5:5 Any club found guilty of playing an ineligible Player shall be fined not less than £100.00 and the Match may, subject to the Management Group's discretion, be awarded to their opponents. The offending Player may be liable for suspension.

C2:5:6 Subject to Regulations relating to age once a player has registered for the club, they are eligible to play for any team at that Club, irrespective of which competition they play in.

C2:5:7 A player who registers for an armed forces or student team may also register for another team, however when there is a clash then the player must play for the armed forces or student team.

C2:5:8 Once a player is registered, each competition may ask its Clubs to complete a Club re-registration form each season for administrative purposes only, however for the avoidance of doubt rule C1:5:4 will always take precedence.

C2:6 **TRANSFERS – ADULT PLAYERS**

C2:6:1 An adult Player may transfer to another Club upon completing the standard transfer form.

C2:6:2 The deadline for transfer will be determined annually by the respective Management Group prior to the start of the Season.

C2:6:3 A Player must confirm that they have fulfilled their financial obligations to their current Club before any transfer to another Club, including a professional Club will be permitted. Any

dispute will be determined in accordance in such rules as specified from time to time by the RFL.

C2:7 **REGISTRATION OF JUNIOR PLAYERS**

C2:7:1 A Player may register to play rugby league upon attaining their sixth birthday

C2:7:2 From the academic year one to year six players will register to play Primary Rugby League .

C2:7:3 There are age bandings in place that confirm which age group players are eligible. These are available from the RFL website.

C2:7:4 Once a Player has attained the age of 16 and they are registered to play in the Under 16's Competition, they are also eligible to play for the Club's Under 17's or Under 18's team, but can only do so if the age group for which the Player is eligible can fulfil its obligations. The Player must indicate on the registration form which age group they wish to play for. An ID card will be issued for each age group they are eligible for.

C2:7:5 A parent/guardian signature will be required on the registration form as acknowledgement of the age group/s the Player has chosen to play at.

C2:7:6 Once a Player is registered, they may be required to complete a Club re-registration form each Season. This requires the signature of the Player, parent/guardian, a Club official and an official from the relevant Competition.

C2:7:7 For the avoidance of doubt a Player will remain on the register of a Club until such time as the Club Official removes them or the Player transfers to another Club in accordance with the transfer rules below.

C1:7:8 Players will be required to complete a new registration form and comply with all other procedural requirements in the event of a transfer of their registration to a new Club.

C2:8 **RFL PHOTO ID CARD**

C2:8:1 At Under 18's and below, all Players must possess an official identification card, produced with the information from the Registration Form, along with a passport photograph ("ID Card"). Photos are to be updated every even age group.

C2:8:2 To facilitate the process, all new Players must, to validate their age, provide proof of ID – (e.g. copy of Birth Certificate or passport). The proof of ID must be certified by the coach or a Club representative.

C2:8:3 At Junior Matches ID Cards must be produced for all Players. Should any Players not produce their ID Cards, then that Player cannot play. If the lack of ID cards results in the team not being able to play the Match, then the Match will be awarded to the non–offending team who will also be entitled to claim for any expenses incurred.

C2:8:4 For ease of reference, ID Cards should be colour coded for the respective playing age groups as advised by the RFL from time to time.

C2:9 **TRANSFERS – YOUTH AND JUNIOR - GENERAL**

C2:9:1 Youth and Junior Teams may apply to transfer up to three Players only per Season.

C2:9:2 Subject to the prior approval of the RFL, Management Groups may relax Operational Rule C2:10:1 at their discretion, as deemed appropriate to meet the needs of their Competition.

C2:9:3 The deadline for transfers will be determined annually by the respective Management Group prior to the start of the Season.

C2:9:4 Where twins transfer Clubs, they shall be counted as only 1 transfer. (Gemini Rule).

C2:9:5 Transfers will be dealt with in accordance with the processes and procedures determined by the RFL from time to time.

C2:9:6 Players who have attained the age of 18 will not be subject to the transfer rules if their involvement is with adult rugby league only. The transfer rules will apply whilst they are registered and play with a youth team.

C2:9:7 All Players at youth and junior age levels must fulfil all financial obligations to their current Club or Team before any transfer to another Club, including a professional club will be permitted. This also applies to a Player wishing to sign for a different Club in future Seasons. Any dispute will be determined in accordance with such rules as agreed from time to time by the RFL.

C2:9:8 Players from a disbanded team at youth and junior age groups will be deemed to be free agents, subject to the remaining provisions of this clause. No Club or Club Official shall incite or encourage a team to disband. Where a Management Group reasonably believes that a team has been incited or encouraged to disband it may place such restrictions on the transfer of the Players to the Club, or the Club or Club Official, that has incited or encouraged the disbandment as it sees fit (in addition to having the right to take action against the relevant Club and/or Club Official for Misconduct).

C2:9:9 Should Club personnel from the leaving Club refuse to sign the transfer form, the appropriate Competition Officer should communicate with the leaving Club's Secretary in order to ascertain accurate details.

C2:9:10 If a transfer is submitted stating that there are welfare issues then this will be dealt with by the Leagues Welfare Officer who will seek guidance from the RFL Safeguarding Team. The transfer will be held in abeyance until all investigations have been concluded. Any malicious or false allegation of a breach of the Safeguarding Policy shall be considered Misconduct.

C2:10 **TRANSFERS – UNDER 11 AND BELOW**

C2:10.1 A Player can transfer up to twice in any Season. For the purpose of this Rule, the Team a Player is first registered with in a Season shall be "**Team A**", any Team a Player is registered to second in a Season shall be "**Team B**" and any Team a Player is registered to third in a Season shall be "**Team C**".

C2:10:2 After transferring a Player has the option to return to the Club from which they transferred from within a six month period from the date of the transfer. Their return transfer will not count on the transfer quota of the Team that the Player returns to.

C2:10:3 If, in accordance with this Operational Rule, a Player transfers for a second time in a Season (i.e. to Team C), or returns to their previous Club ((i.e. back to Team A), the transfer from Team A to Team B shall still count towards Team B's quota of transfers permitted pursuant to Operational Rule C2:10:1. However, Team B may apply to the Management Group to apply discretion and remove that transfer from that Team's quota.

C2:11 **TRANSFERS UNDER 12 TO UNDER 18**

C2:11:1 Subject to the other provisions of C2:12 a Player can transfer only once in a Season. However after transferring a Player has the option to return to the Club from which they transferred from within a six month period from the date of the transfer (but will be cup tied in any cup competitions they have taken part in). Their return transfer will not count on the transfer quota.

C2:11:2 Youth and Junior Teams may not register by transfer more than one Player from a single Club in a Season unless otherwise agreed by the Clubs and Management Group.

C2:11:3 Any player who signed a Professional contract, for the following Season, must finish their current Season with their existing Team but may not transfer to a new Team.

C2:11:4 Subject to the other provisions of this Section C, Players, whilst registered with a Scholarship team may transfer provided that the Team to which they are transferring to has no more than 5 Scholarship players registered.

C2:12 **COMMUNITY GAME COMPENSATION**

C2:12:1 Clubs will be eligible to receive such Community Game compensation as is specified by the RFL Board from time to time if any of its Players shall sign professionally for an RFL Member Club.

C2:12:2 Clubs in Tiers One, Two and Three will pay all monies to the Clubs in Tiers Four, Five and Six through the RFL.

C3 CLUB OFFICIALS

C3:1 OFFICIALS

C3:1:1 Each Club shall submit, to the relevant Competition Officer, prior to the start of each Season, the names of key personnel.

C3:1:2 In addition, any Club is required to name additional Club Officials, specified in their relevant annual entry criteria and shall also submit the names of these Officials to the respective Management Group prior to the start of the Season.

C3:1:3 Within 14 days of the appointment or removal of any Official of a Club, such Club shall provide written notice to the Relevant Competition Officer.

C3:2 QUALIFICATIONS

C3:2:1 Clubs shall only register relevant coaching staff that have the appropriate qualifications and a current RFL Coach Licence as set out in the relevant annual entry criteria notified by the RFL from time to time.

C3:2:2 It is the responsibility of the Club to ensure that staff have the appropriate qualifications and that those qualifications are up to date. However, the RFL shall not register any person who does not have the appropriate qualifications, or shall deregister any person whose qualifications expire, or whom it becomes apparent is carrying out duties for which he/she is not qualified.

C3:2:3 Clubs should ensure that their Club Welfare Officer has attended the relevant courses and has a current RFL DBS in place. A CWO must complete an official registration form upon their DBS renewal.

C3:3 OFFICIAL REGISTER

C3:3:1 The RFL shall maintain a register of Club Officials and will be entitled to refuse or terminate a registration if it reasonably believes that any Club Official has or would:

a) Bring the Game into disrepute or adversely affect the integrity of any relevant Competition;
b) Allow a person to be registered who is under a relevant suspension or ban imposed by the RFL/relevant Competition or another Governing Body of sport in any part of the World;
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/ relevant Competition from time to time;
d) Allow a person to work in a role without the appropriate immigration clearance;
e) Allow a person to work in a role where they may pose a danger to children and vulnerable adults.

C3:3:2 Prior to reaching its decision, the RFL 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. The person concerned shall have the right to appeal the decision of the RFL to a panel of 3 members of the Operational Rules Tribunal (which shall consider any such case in accordance with such procedures as such panel considers appropriate). For the avoidance of doubt any issues that are being dealt with by the RFL under the RFL's Safeguarding Policy shall be dealt with in accordance with the rules and procedures applicable to such cases.

C3:4 **DBS CHECKS**

C3:4:1 Each Club shall ensure that an enhanced DBS check is undertaken through the RFL relevant Competition DBS Umbrella Organisation for all relevant persons at its Club. Relevant persons shall mean all those who either come into contact with or have a position of significant access to children, (which for the purposes of this rule shall mean under 18) or those posts for which the RFL deem applicable.

C4 **MATCH OFFICIALS**

C4:1 **GENERAL**

C4:1:1 Prior to the commencement of each Season, , in conjunction with the respective Match Official Society, shall compile a list of Match Officials who are qualified to officiate in each of the relevant Competitions according to the Tier of the competition. The RFL Community Board, shall annually, determine the fees, travelling expenses and subsistence allowances for each of the said Match Officials and the relevant Match Officials Appointment Officer shall appoint such Match Officials to officiate at all Matches.

C4:1:2 All Match Officials and anyone registered on the list shall be bound by the Operational Rules and agree to officiate at Matches in accordance with the Laws of the Game.

C4:1:3 In any event, all Match Officials shall be examined as to their suitability and fitness to officiate in accordance with such standards as the RFL may set out from time to time.

C4:1:4 All Match Officials where required shall ensure that they have an enhanced DBS check carried out through the RFL.

C4:1:5 The RFL will have the ultimate discretion to decide whether a Match Official is able to officiate in any Match.

C4:2 **SPONSORSHIP/KIT**

C4:2:1 The RFL 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).

C4:3 **MATCH OFFICIALS' INTERESTS**

C4:3:1 A Match Official shall inform his/her local Match Official Society in writing of any personal and/or commercial interest or connection he/she has or obtains with any Club. No Official shall have a right of appeal if his/her name has been removed from the said list.

C4:4 **ILLEGAL PAYMENTS**

C3:4:1 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 in relation to officiating at any Match.

SECTION D – MISCONDUCT

D1 PURPOSE

D1:1 The purpose of this Section D of the Operational Rules is to specify:

(a) which person or body has jurisdiction to investigate and determine allegations of Misconduct; and
(b) the rules and procedures that apply to the investigation and determination of allegations of Misconduct (both on and off-field).

D1:2 Section D3 sets out which body has jurisdiction to investigate and/or hear and determine allegations of Misconduct.

D1:3 Section D4 sets out the powers of each Management Group in relation to investigations.

D1:4 Section D5 sets out the procedure that will apply to hearings of allegations of both On and Off Field Misconduct with Section D6 setting out additional rules which apply to On Field Misconduct.

D2 MISCONDUCT DEFINITION AND OFFENCES

A Person subject to the Operational Rules shall be guilty of Misconduct if he/she/it:

(a) commits a breach of any of the Operational Rules, the Laws of the Game or any RFL policy or code of conduct; or
(b) engages in conduct which is prejudicial to the interests of the Game or which is improper conduct; or
(c) fails, within any time allowed by these Operational Rules or otherwise allowed, to comply with any decision of a Management Group, the RFL or any Disciplinary Panel; or
(d) or fails within any time allowed (or fails at all) to assist an investigation by a Management Group or the RFL; or
(e) fails to satisfy or otherwise comply with any arbitral award or decision made pursuant to the Operational Rules.

D3 JURISDICTION

D3:1 CASES RESERVED FOR THE RFL

D3:1:1 Save where otherwise directed by the RFL, the RFL will have jurisdiction to deal with allegations of Misconduct arising from:

(a) Discrimination in any form based on the grounds of age, ethnic origin, gender, gender identity, disability (including learning, sensory, physical disabilities and mental health), class or social background, religion or belief, sexual orientation, marital or civil partner status, pregnancy, colour or political persuasion.

(b) Breaches of the RFL Equity Statement issued from time to time;

(c) Breaches of the RFL's Anti-doping regulations; or

(d) Breaches of the RFL Safeguarding Policy,

D3:1:2 In addition the RFL has jurisdiction to deal with any allegations of Misconduct by a League and/or a Management Group.

D3:1:3 All allegations dealt with by the RFL will be dealt with in each case in accordance with section D1 and/or D5 (as applicable) of the Tier 1 to 3 Operational Rules (copies of which are available from the RFL upon request). For the avoidance of doubt the RFL shall have jurisdiction in such cases irrespective of the Competition or Match in relation to which the allegation arises.

D3:2 **COMPETITION OFFICER**

D3:2:1 The Competition Officer may impose a fine up to a maximum of £100.00 for administrative breaches by Players or Clubs of the Competition Rules of the applicable Competition (or these Operational Rules). A Club and/or Player shall only be entitled to appeal any such fine if the applicable Competition Rules permit it.

D3:2:2 The Competition Officer shall notify the Management Group of any fines levied by the Competition Officer. In addition the Competition Officer shall follow any guidelines notified to him/her by the Management Group in relation to the levying of fines.

D3:3 **MANAGEMENT GROUPS / COMPETITION DISCIPLINARY TRIBUNALS**

D3:3:1 Save as otherwise provided in these Rules, the Management Group of each Competition shall have the power to investigate any allegation of Misconduct and may refer a Person Subject to the Operational Rules or a Club to the Competition Disciplinary Tribunal if it reasonably believes Misconduct has occurred.

D3:3:2 Each Competition Disciplinary Tribunal shall have the jurisdiction to determine all On Field Misconduct charges and all other allegations of Misconduct referred to it in accordance with these Rules.

D3:3:3 Save as otherwise provided by these Operational Rules (including and not limited to Operational Rule D:5:5:1), any Person Subject to the Operational Rules or Club found guilty of Misconduct by a Competition Disciplinary Tribunal shall have the right to appeal to an RFL Appeals Tribunal.

D4 **REPORTING AND INVESTIGATION BY MANAGEMENT GROUP**

D4:1 Subject to Operational Rule D4:4, if any Person Subject to the Operational Rules reasonably believes that any other Person Subject to the Operational Rules or Club is guilty of Misconduct, he or she must immediately inform the relevant Competition Officer in writing setting out all relevant details of the alleged Misconduct who in turn shall notify the Management Group.

D4:2 Subject to Operational Rule D4:4, upon receipt of a written allegation of Misconduct and/or upon its own decision, the Management Group (or a person it appoints) may inquire immediately into the facts and circumstances alleged or believed to constitute Misconduct.

D4:3 All Persons Subject to the Operational Rules shall cooperate fully with any investigation into alleged Misconduct. Each Person Subject to the Operational Rules shall produce records, accounts, contracts, receipts and bills as requested but shall not be obliged to disclose any fact or document which would be privileged from production or disclosure in any civil proceedings in a court in England and Wales. No person shall provide false or misleading evidence. Each Person subject to the Operational Rules shall be obliged to attend any hearing of the Disciplinary Panel as a witness if reasonably required to do so (the Chairman of the Disciplinary Panel shall have the power to hear and decide on submissions from any witness as to why it is unreasonable for them to attend).

D4:4 Any allegation of Misconduct in relation to the matters reserved to the RFL (pursuant to Operational Rule D3:1) shall be referred to the RFL in accordance with the procedures specified by the RFL from time to time.

D5 **ON FIELD AND OFF FIELD MISCONDUCT PROCEDURE**

D5:1 **POWERS, MAKE UP AND PROCEDURE**

D5:1:1 The rules set out in in this section D5 shall apply to all on field and off field Misconduct Hearings.

D5:1:2 All Disciplinary Panels will have the power to:

(a) Determine whether a Misconduct offence has been committed;

(b) If an offence has been committed, determine the appropriate sanction in accordance with these Operational Rules; or

(c) Where it deems appropriate, refer the matter to any appropriate body.

In making these decisions, the Disciplinary Panel must ensure fairness by following the rules of natural justice as set out in these Operational Rules and must adhere to the procedure set out from time to time by the RFL.

D5:1:3 Each Person Subject to the Operational Rules or Club charged must:

(a) Understand the nature of the charge;

(b) Be given an opportunity to state his/her/its case in a personal hearing (either personally or through a representative) subject to D5:1:4;

(c) Be given adequate notice of the Hearing, ensuring that such notice is at least the minimum prescribed period of notice prescribed by the RFL from time to time;

(d) Be given the right to be assisted at the Hearing by someone of his/her choosing.

A Person Subject to the Operational Rules will be deemed to have been given notice of a charge if notice is sent to the Person Subject to the Operational Rules' Club in either letter or email.

D5:1:4 If a Player/Club wishes to be given the opportunity of stating his/her case in a personal hearing then they should send a letter for receipt by the Relevant Competition Officer within ten days of the date of the Match. The Player or Club may in their own defence request a personal appearance and/or bring witnesses to the hearing, provided that they notify the Competition Officer within ten days of the alleged offence and send with it a deposit of £20.00.

D5:1:5 At the Hearing all parties should:

(a) Have the procedures of the Hearing clearly explained at the beginning of the Hearing;

(b) Be given an opportunity to hear and deal with any evidence.

D5:1:6 There should be a minimum number of 3 people on any Disciplinary Panel.

D5:2 **BURDEN AND STANDARD OF PROOF**

D5:2:1 To find a Person Subject to the Operational Rules or Club guilty of Misconduct the Disciplinary Panel must be reasonably satisfied that the Misconduct has occurred bearing in mind the seriousness of the allegation. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt. Where a Person Subject to the Operational Rules or Club 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.

D5:3 **EVIDENCE**

D5:3:1 A Person Subject to the Operational Rules or Club charged or his/her/its representative has the right to:

(a) Be given access to all evidence available to the Disciplinary Panel;

(b) Respond to the evidence;

(c) Unless the Disciplinary Panel decides otherwise, know the source of the evidence;

(d) Challenge the evidence;

(e) Expect that evidence will be presented systematically and thoroughly.

D5:3:2 All members of Disciplinary Panels must:

(a) Act in good faith;

(b) Be unbiased and impartial;

(c) Declare any personal interest they may have in proceedings;

(d) Deal with cases consistently and fairly in accordance with standard procedures;

(e) Make the decision on evidence relevant to the issue;

(f) Not allow irrelevant considerations to affect the decision; and

(g) Must act in a non-discriminatory manner.

D5:3:3 Disciplinary Panels must consider all evidence put before them and cannot vote without considering the evidence. Before makings its decision, Disciplinary Panels must spend a reasonable amount of time considering the evidence and arguments presented.

D5:4 **DECISIONS OF DISCIPLINARY PANELS**

D5:4:1 A Person Subject to the Operational Rules or a Club will have no right of access to the deliberations of the Disciplinary Panel. They will be entitled to specific reasons as to why a decision has been reached and the decision should be communicated in writing to the Person Subject to the Operational Rules or Club within a reasonable time after the Hearing and at all times in a form and within the time limits as set out by guidelines from the RFL provided from time to time.

D5:4:2 Disciplinary Panels can find a Person Subject to the Operational Rules or a Club guilty of a more or less serious offence than that which he/she has been charged. Such decisions must be based upon the evidence presented at the Hearing.

D5:5 **RIGHT OF APPEAL**

D5:5:1 A Person Subject to the Operational Rules or Club found guilty of Misconduct by a Competition Disciplinary Tribunal shall have the right, by notice in writing to appeal that decision (provided that the individual and/or his Club has made a personal hearing at, or made submissions in writing to, the original Hearing or if the Competition Disciplinary Tribunal otherwise considers, in its discretion, that in all the circumstances it is appropriate for an appeal to be allowed.

D5:5:2 The initial decision should state the period of time in which the Person Subject to the Operational Rules or Club may appeal that initial decision which shall not be less than 7 days from the date of the initial decision and at all times shall be in accordance with any guidelines set out by the RFL from time to time.

D5:5:3 A Person Subject to the Operational Rules or Club must submit in writing the reasons for any appeal and must pay a deposit of £40.00 to the Competition Officer at the time the appeal is lodged. The deposit will only be returned if the appeal is successful.

D5:5:4 Any appeal will be heard by an RFL Appeal Tribunal. No person who sat on the original Hearing will be a member of the RFL Appeal Tribunal.

D5:5:5 The appeal Hearing shall follow an equivalent process to that set out above in relation to the initial Hearing and shall be heard within a reasonable period of time after notice of appeal is lodged and always in accordance with any guidelines provided by the RFL from time to time.

D5:5:6 The decision of the RFL Appeal Tribunal will be final and no further right of appeal or arbitration will be allowed.

D5:6 **HEARING ORDER OF PROCEEDINGS**

D5:6:1 At any Hearing the chairman of the Disciplinary Panel will determine the order of proceedings, however usually:

(a) The case against the Person Subject to the Operational Rules or Club will be presented;

(b) The Person Subject to the Operational Rules or Club or his/her/its representative will admit or deny the offence and will have the opportunity to speak, submit relevant evidence and call a reasonable number of relevant witnesses;

(c) If the Person Subject to the Operational Rules or Club denies the offence, the Disciplinary Panel will consider whether the offence was committed. No one other than the Disciplinary Panel itself will be present whilst a decision is made;

(d) If the Person Subject to the Operational Rules or Club admits the offence or if the Disciplinary Panel decides that an offence of Misconduct was committed then the Disciplinary Panel will determine the appropriate sanction;

(e) At any RFL Appeals Tribunal, the Competition Disciplinary Tribunal shall have the right to present their findings at the Appeal Hearing; and

(f) Each Disciplinary Panel shall be entitled to use DVDs, reports and any other relevant information available.

D5:7 **HEARINGS INVOLVING INDIVIDUALS UNDER 18S**

D5:7:1 At all Hearings involving people under 18, then the person under 18 should be accompanied at the Hearing by an appropriate adult (such as a parent, guardian or coach). In relation to travelling to the Hearing, the RFL Guidance on Transporting Children must be complied with, including that coaches and volunteers should not take children on journeys alone.

D5:8 **PENALTIES**

D5:8:1 In addition to being entitled to fine any Person Subject to the Operational Rules or Club found guilty of Misconduct, the Disciplinary Panel shall be entitled to:

(a) Require a Club to close its ground (or part of its ground) either permanently or for a stated period;

(b) Require a Club to play its Matches behind closed doors;

(c) Order the payment of compensation to any Club or to any other person or body;

(d) Ban a person from involvement in Matches or from grounds during the conduct of Matches or from involvement in the business of or the conduct of playing matters at any Member; or

(e) In the case of Misconduct which impinges on the integrity of the Competition to deduct Competition points.

D5:9 **PAYMENT OF FINES**

D5:9:1 Unless otherwise directed, any fines or costs must be paid to the Competition Officer within 28 days of the Hearing. Such fines and/or costs may be deducted by way of set off from any monies held by the Competition on behalf of a Club or Person Subject to the Operational Rules.

D5:10 **WRITTEN DECISION**

D5:10:1 Disciplinary Panels shall within 7 days of the Hearing provide the parties involved in the dispute with a written decision.

D6 ON FIELD SENTENCING GUIDELINES AND SUSPENSION POLICY

D6:1 DEFINITIONS

Disciplinary Panels will use the following definitions when making its decisions:

(a) Intentionally (Deliberately)

A Player 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 his purpose to cause it; or (ii) although it is not his purpose to cause that result, he is aware (or should be aware) that it would occur or almost certainly occur in the ordinary course of events if he were to succeed in his purpose of causing some other result (for example stopping a Player). A Player 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).

(b) Recklessness

(i) Something is caused recklessly if the Player 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 a manner where a reasonable person would not do so;

(ii) A Player acts recklessly with respect to circumstance or as to a possible result of an act, if the Player 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;

(iii) A Player acts recklessly if the Player is, or ought to be, aware of an obvious risk of dangers or of possible harmful acts (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 Player has acted recklessly it is not necessary to show that the Player intended or wished for a particular result to occur.
A Player may become aware or ought to have been aware of an obvious risk just before (or even during) the contact or event (for example during a tackle).

(c) Carelessness

A Player acts carelessly if his conduct falls below the standard expected of the ordinary reasonable Player. The test is objective, based on the hypothetical Player, and involves the Player 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 Player was unaware that the result of his/her act or omission might happen, if the reasonable Player would have realised the risk and taken steps to avoid it.

In showing that that a Player has acted carelessly, it is not necessary to show that the Player intended or acted recklessly in relation to the result.

D6:2 **SENTENCING GUIDELINES**

D6:2:1 The Laws of the Game together with the commonest offences within each Law of the Game are listed in the Sentencing Guidelines. The Sentencing Guidelines provide a recommended starting tariff/range of tariffs for each On-field Misconduct offence broken down by age group. Players and Clubs should be aware that the tariffs stated in the Sentencing Guidelines are guidelines only and a Disciplinary Panel has discretion to impose a higher or lower tariff or step out of the range given if in its opinion:

(a) The aggravating and mitigating factors present deem it appropriate to impose a higher or lower sanction; or

(b) The Player or Club have previously been advised that the next time they are found guilty of Misconduct then a higher sanction will be imposed.

D6:3 **SENTENCING PRINCIPLES**

D6:3:1 In determining the appropriate sanction for On-field Misconduct, the Disciplinary Panel will:

(a) Take into account that rugby league is a hard, fast contact sport and a sport where high speed collisions occur. As a result injuries will occur and Players take part with this knowledge;

(b) Interpret these Operational Rules so as not to sanitise the sport. However, they agree that there is no place for actions that jeopardise the safety of other Players whether such actions are intentional, reckless or careless;

(c) Support and protect Match Officials;

(d) Ensure that decisions are consistent, whilst balancing this against the circumstances relating to each offence and the Player being charged having been taken into account; and

(e) Take into account all aggravating and mitigating factors.

D6:3:2 In addition to the factors set out in Operational Rule D6:3:1, in determining the appropriate sanction the Disciplinary Panel will take into account the age of the Player concerned. The Sentencing Guidelines broadly follow the position under criminal law by distinguishing between the following age groups:

(a) Under 11 year olds – below the age of criminal responsibility

It will not usually be appropriate to refer a Player under the age of 11 to a Disciplinary Panel. Issues of Misconduct relating to such Players should be dealt with through the Player's Club with the emphasis being on education and improving technique. In the

rare case where it is necessary to refer a Player under the age of 11 to a Hearing, the matter must be dealt with sympathetically in a child friendly environment by experienced people.

(b) 11 to 14 year olds - criminal responsibility only when understand that wrong

In each case, consideration should be given as to whether it is appropriate for a Disciplinary Panel to deal with the Player or whether it should be dealt with through the Player's Club with the emphasis being on education and improving technique. In making the decision the Disciplinary Panel will consider whether the Player concerned understood that what he/she did was wrong.

(c) 15 to 18 year olds

As is the case under criminal law, after the age of 14 Players will be considered to be fully responsible for their actions in the same way as an Adult; however the Sentencing Guidelines will usually recommend a lower tariff than the equivalent for an Adult. However, where a Player who is under 18 plays in an Adult Match they will be dealt with in accordance with the Adult guidelines.

D6:3:3 The Disciplinary Panel may consider the following factors as aggravating which may lead to a higher tariff than the one stated in the Sentencing Guidelines being imposed:

(a) Player has record of same or similar offence in the past;

(b) Player has a record for dissimilar offences;

(c) Player regularly commits foul play;

(d) Misconduct alleged was an intentional act of violence or thuggery. Incidents such as these that are unprovoked should be punished severely and period suspensions considered;

(e) Misconduct alleged is an act of calculated and intentional retaliation;

(f) Misconduct alleged has caused injury;

(g) Misconduct alleged was not part of play. For example, off the ball or in back play; and

(h) Any other factor that the Disciplinary Panel reasonably believes to be an aggravating factor.

D6:3:4 The Disciplinary Panel may consider the following factors as mitigating which may lead to a lower tariff than the one stated being imposed:

(a) Player has a good previous record, provided that the Player has been playing for long enough to have established a good record. Where a Player has a previous record but

has not committed a similar offence of Misconduct for a period of at least 5 years then his previous record may be discounted;

(b) Misconduct alleged is one of immediate reactionary retaliation to foul play by an opponent;

(c) Player shows genuine remorse and an intention to resolve a problem relating to technique or fitness. Should this be taken into account then the Disciplinary Panel should make an order for the Club to work with the Player to improve the particular issue;

(d) Player admits guilt and shows genuine remorse, including but not limited to formally apologising to other person concerned; and

(e) Any other factor that the Disciplinary Panel reasonably believes to be a mitigating factor.

D6:3:5 The Disciplinary Panel may order that any part of a sentence be suspended for a specific period of time, which in any event should be for no longer than 24 months after the sanction was imposed.

D6:3:6 If the Disciplinary Panel make a finding of advice or warning then this will be noted on the Player's record.

D6:3:7 Where the Disciplinary Panel intends to impose a sanction of more than 8 Matches then it may impose either a number of Matches or a term suspension (i.e. a suspension that ends on a specific date).

D6:3:8 Disciplinary Panels may impose fines on Adult Players if they are found guilty. Fines cannot be issued instead of suspensions. Junior and Youth Players cannot be fined but the Team for which they play can be fined. Such fines can be up to a maximum of £20 per Match suspension imposed and should be paid before the Player can return to play for a Club. In any event fines must be paid no later than 28 days from the date imposed.

D6:3:9 Should a Disciplinary Panel impose a sine die ban on a Player then when imposing the ban they should state a period of between 2 and 5 years after which the Player may apply to the RFL for his/her sine die ban to be lifted.

D6:4 **SUSPENSION POLICY**

D6:4:1 Each Competition Officer will keep records of each case heard by its Competition Disciplinary Tribunal including the date of the Hearing, the name of the Player and/or Club charged, the attendees at the Hearing (if any), the offence of Misconduct, the decision reached and brief reasons for the decision.

D6:4:2 All decisions of Competition Disciplinary Tribunals must be forwarded to the RFL within 48 hours of the Hearing including all the information set out in D6.4.1 of these Operational Rules.

D6:4:3 A Player will serve his/her ban with any Club that they are registered to play for. Only one game in any week will apply. With the exception of the Armed Forces Rugby League and University and College Rugby League players.

D6:4:4 If a Player transfers to another Club in a different Competition to that in which the Player was banned then he must serve his ban at the new Club and will not be allowed to play for that Club until the suspension has been served. In such circumstances then the ban will only be deemed served if at the conclusion of the suspension the Player remains at the new Club and plays in as many Matches as he was deemed to have missed due to suspension. For example, should player X be banned for 2 games with Club B but then transfer to club C in another Competition, he will serve his ban for club C but only if after the ban is up he plays 2 games for C in their Competition.

D6:4:5 The RFL and Leagues may recognise the sanctions or suspensions of any other sporting body including, but not limited to, competent RFL member bodies, the Rugby League European Federation, the Rugby League International Federation or the Governing Body of any other sport (a “Recognised Sanction”). A Recognised Sanction shall be enforced by the RFL and Leagues until that suspension has been served, or unless the Operational Rules Tribunal determines the matter and consents to the Recognised Sanction being lifted.

D6:4:6 A suspension will start on the second Saturday after the Hearing took place unless the Competition Officer notifies the Player or the Club otherwise.

D6:4:7 A suspension will commence with immediate effect if the ban imposed is six matches or more. The player will not be permitted to resume playing in the event they wish to appeal against the original decision.