

RFU REGULATION 7 – PLAYERS

7.1 Approaches to Players

No Club or Constituent Body may directly or indirectly, approach any player who is under contract with a Club, Constituent Body or Union to induce or attempt to induce such player to leave that Club, Constituent Body or Union unless such approach is made in the final three months (or six months in the case of players playing for Premiership Clubs) of the term of that player's contract). Any Club or Constituent Body wishing to make such an approach may contact the RFU for details of when a particular player's contract is due to expire.

7.2 Contracts for Participation

No person involved in the Game may receive Material Benefit for participation in the Game unless the contract for such benefit is first approved by the RFU in accordance with IRB Regulation 4.

Note: See Regulation 4.5 of the IRB Regulations relating to the Game and the RFU's Player Registration Regulations for certain sanctions for non-compliance with this Regulation 7.2.

7.3 Expenses

7.3.1 The following expenses only will fall outside the definition of Material Benefit:

- (a) Mileage - A mileage allowance based on the HMRC rates from time to time will be allowed based on an internet based route finder/distance software package (eg Microsoft Autoroute or the AA currently recognised by the RFU for measure of distances for the journey to and from matches or squad sessions.
- (b) Accommodation - Cost of overnight accommodation limited to Bed, Breakfast and evening meal will be allowed when considered necessary to enable the Club to play in or compete effectively in a Club match or exceptionally as specifically authorised on each separate occasion to take part in a squad session provided the cost on each occasion is authorised by the Club's Treasurer. Receipts should be produced. For the avoidance of doubt, this does not include the provision of accommodation to a player or on his behalf on any other occasion.
- (c) Meals - Subject to the production of satisfactory receipts not more than £25.00 per day may be reimbursed to players to cover the cost of food when travelling to or from matches or squad sessions.
- (d) Rail travel - Rail travel should be Second Class unless First Class is agreed with the Club's Treasurer, in which case a receipt or the ticket must be produced before reimbursement.
- (e) Air travel - Cost of internal UK Air Travel will only be accepted if authorised by the Club's Treasurer.
- (f) The reimbursement of taxi fares and/or the hire or provision (or contribution to the cost of hire or provision or driving) of a motor vehicle

(other than payment of mileage allowance as set out in (a) above) to a player will only be accepted as an allowable expense if it is the most economical means of travel to and from a match or squad session and is authorised by the Club's Treasurer and is solely to enable the player to attend the Club's matches and/or squad sessions and not for any other purpose.

Note: Clubs that are registered as CASCs should be aware that HMRC will not permit them to pay mileage or travel expenses to and from home matches or squad sessions but only to and from away matches. Meal and accommodation expenses may not be paid by CASC clubs. All that may be provided is the reasonable provision of post match refreshment.

- 7.3.2 Any club exceeding the limits set above and/or providing any other benefit to a player other than the use of the Club's facilities at its home ground or Club house will be deemed to be paying material benefit and therefore subject to IRB Regulation 4.5.

Note:

(a) *Receipts for all petrol, accommodation, meals and car parking expenses should be obtained and produced to the Club. Petrol receipts are also required when claiming mileage allowances.*

(b) *Reimbursements or payment of expenses may represent a taxable benefit.*

7.4 Individuals Debts

It shall be a disciplinary offence under RFU Rule 5.12 for any Club knowingly to play any player who has previously been a member of another Club which he has left without paying his outstanding debts to his previous Club or without fulfilling his obligations to his previous Club under a contract approved and registered with the RFU under IRB Regulations.

7.5 Movement between Unions

- 7.5.1 Any player wishing to move from one Union to another must obtain all necessary Clearances (from both Current Union and New Union) before playing in competitions in the New Union as required under IRB Regulation 4.6.

- 7.5.2 Until all necessary Clearances are obtained the player cannot be registered to play in any RFU Competitions. Clearance application forms are available from the RFU.

7.6 Academy Player Compensation

- 7.6.1 (a) A Club may negotiate a contract with an Academy Player under the age of 20 years old on 1 September of that Season within its employment at any point during the season, however, negotiations must have begun and an offer of contract made by 31 March in any year.
- (b) A Club must notify the RFU and PRL by 31 March in each year of their list of all School of Rugby, Elite Player Development Group players and Academy Players they will retain.

- (c) If an Academy Player under the age of 20 years old on 1 September of that Season appears on a Clubs retained player list on 31 March a contract must have been offered to him equal to or greater in value than his previous years contract with the Club.
- (d) Negotiations shall only take place between a Club and an Academy Player under the age of 20 years old on 1 September of that Season outside of the Clubs designated region under the Academy Licence between 1 April and 31 July in any year unless authorised in writing by his existing Club
- (e) Prior to the Club or any of its representatives or officials making contact, verbally or in writing, with a player, parent, agent or such other person representing or purporting to represent a player or within 7 days of a Club or any of its representatives being contacted, verbally or in writing, by a player, parent, agent or such other person representing or purporting to represent a player; the Club must register its interest or details of such contact with the Head of Elite Player Development and the PRL Development and Academy Manager.
- (f) Upon the signing of a contract the new Club shall notify in writing the releasing Club, the RFU and PRL of the contract within 48 hours.

7.6.2 Clubs will be entitled to seek compensation when:-

- a) an Academy Player moves from one Club to another Club and has appeared on a registered list for the claimant Club for not less than 12 months and is an England Academy Player under the age of 20 years old on 1 September of that Season and;
- b) The England Academy Player Scholarship agreement has been completed and signed by all relevant parties. This agreement must be held centrally by the Academy; and
- (c) a Club has made a contract offer by 31 March equal to or greater in value than his previous years contract with the Club.

7.6.3 Unless agreed otherwise by the Clubs involved, compensation for the development of the England Academy Player shall be calculated as follows:

£10,000 for each year as an England Academy Player; plus
 – £5,000 for each year as an Elite Player Development Group member

The total amount payable shall be the figures indicated above multiplied by the number of years which the England Academy Player has been officially registered on the central database of that Club held by the RFU and PRL as an EPDG Player and/or England Academy Player. The compensation will exclude any period of registration on the central database for any period of registration in an EPDG prior to 1 September 2008.

7.6.4 Any Club that fails to register an interest in an Academy Player before making an approach in accordance with the provisions in paragraph 6.4.1 of these regulations the new Club will be liable to pay up to twice the level of compensation provided for in paragraph 6.4.1(c).

- 7.6.5 (a) All applications for compensation must be made within six months of the date of signing of the new contract by the Academy Player.
- (b) All applications for compensation must be made in writing by a Club and addressed to the Chief Executive Officer of the new Club and must include the information contained in paragraph 6.4.6 about the player and the claim to enable the new Academy to agree that the compensation is payable.
- (c) Compensation shall be payable within 28 days of the application for it by the releasing Club if the new Club accepts that the claim is valid.
- (d) The new Club shall not unreasonably withhold payment nor shall it refuse payment unless an appeal against the payment of compensation has been lodged with the RFU Disciplinary Officer Manager.
- 7.6.6 Application information must include (but is not limited to) the Academy Player's date of birth, a copy of the player's England Academy Player Scholarship agreement, youth and/or senior registration details, approximate (or, if known, exact) number of games played for the Club and details of coaching provided together with a statement outlining details of player development activities provided for the Academy Player over the previous 12 months. Appropriate evidence of the Academy Players inclusion in the School of Rugby or EPDG and/or Academy programme must be provided. There must be a declaration by the Academy Player confirming the accuracy of the facts.
- 7.6.7 Disputes relating to the above regulations shall be referred to the RFU Disciplinary Officer for resolution who shall consult the Head of Elite Player Development and PRL Academy and Development Manager.