



GRFU Cup and Intermediate Competition Regulations

Description

- 1 The Competition shall be called 'The GRFU (SPONSORS NAME) Senior County Cup Competition' and 'The GRFU (SPONSORS NAME) Senior County Intermediate Competition' (or such other name as the sponsor may from time to time decide) shall be between those eligible Clubs which are invited and agree to play in it.

Definitions

2 In these Regulations

- 2.1 'Appeals Panel' means any such body, person or persons as shall be appointed by the GRFU (but not including and independent of the Committee) to review or adjudge upon any matter referred to it under these regulations or in connection with any competitions under the jurisdiction of the Committee.
- 2.2 'Club' means a Club participating in this seasons Competition.
- 2.3 'Committee' means the Competitions sub Committee of the GRFU
- 2.4 'Competition' means the 'Gloucestershire Rugby Football Union Senior County Cup Competition' and any other competitions under the jurisdiction of the Committee to which these Regulations apply.
- 2.5 'Effective Registration' means that a player is registered with a Club in accordance with the Computerised Listing. This is the only and conclusive evidence which will be accepted to substantiate a player's Effective Registration and shall be that listing which is held by the relevant registration authority.
- 2.6 'Handbook' means the GRFU Handbook
- 2.7 'Media Rights' means all Television and/or other broadcasting media, advertising, publicity and promotion of any and every description in and relating to the Competition.
- 2.8 'GRFU' means Gloucestershire Rugby Football Union.
- 2.9 'Senior Cup' and 'Senior Intermediate Cup' means the Cup Competition organised by the GRFU for those Clubs selected by the GRFU who have agreed to participate in the Competition.

- 2.10 'Club's Contact' will be the Fixture Secretary, who will be responsible for all correspondence in connection with the administration of the Competition. A Club will be deemed to have, and agreed it has received, notification if an item has been sent to this official - The Club's Nominated Contact. It is incumbent on this person to communicate the information to those within the club. Any changes to this officer during the season should be notified to the Secretary of The GRFU Competitions Sub Committee in writing. Until such notification is received a Club will not have been deemed to have changed the Club's Nominated Contact. This appointment is essential for the smooth operation of the competition

Organising Committee.

- 3.1 The Competition will be organised by the Competitions sub Committee.
- 3.2 The Committee shall have the power to delegate any of its powers, duties or obligations under these Regulations (other than its powers under Regulation 17) to a Competition Administrator.
- 3.3 Subject to Regulation 17 the decision of the Committee shall be binding and final on any matter not provided for in and on the interpretation of these Regulations.

Behaviour

- 4.1 Clubs are responsible for the behaviour of their players, coaches and spectators at all times. Incidents involving bad behaviour and/or referee abuse are at variance from the core values of the game. Any breach of this may be referred to the appropriate GRFU Body.

Eligibility of Clubs.

- 5.1 The Competition will be open to those clubs who are invited by the Competitions sub Committee and who are in Section 1 membership of the GRFU.
- 5.2 If any Club not taking up the County Cup or Intermediate Cup invitation then the GRFU Competitions Sub Committee will decide on whether the place will be filled by another team from a lower league or a bye entered.
- 5.3 If any Club having agreed to participate does not take part in the Competition or having participated fails to honour a fixture in the competition then such Club's opponents in the round as drawn will receive a bye into the next round of the Competition.
- 5.4 Any club failing to fulfil all of its obligations in the competition may subsequently not be invited to enter the following season's competition or any National Cup competitions.

Selection of Clubs

- 5.5 The clubs who play in National Level 3 down to and including National Level 5 shall be eligible to play in the GRFU Senior County Cup, and clubs playing in National Level 6 and 7 will be eligible to play in the GRFU Senior Intermediate Competition.
- 5.6 The Committee will contact the clubs Level 3 to Level 7 and invite them to enter the Competitions. Entries will be accepted from the Clubs which fulfil the above criteria and wishing to enter up to a maximum of eight Clubs in the Cup and sixteen clubs in the Intermediate Competition.

Eligibility of Players

- 6.1 A Club in a Competition match may only play or select as a replacement, players who hold Effective Registration for the Club.
- 6.2 A Club may not be represented in the Competition by any person who has played or been selected as a replacement for another Club in any other GRFU Competition.

(NB: It is the Clubs responsibility to ensure it complies with this Regulation 6.2).

- 6.3 A Club may not be represented by any player under the age of 18 in the front row of the scrum during contested or uncontested scrummages.

Note: If a Club wishes to select and play a seventeen year old player it should exercise great care and close supervision over the playing of such player and consider its duty of care to that player and others. Any breach of this regulation will be a serious offence and will raise insurance issues and may give rise to a severe penalty.

- 6.4 The Committee shall have the power to reinstate a Club in the Competition when it has been eliminated by a Club which has been in breach of any of the Regulations.

Competition Format and Draws.

- 7.1 Competition format
- 7.1.1 The Cup Competition shall comprise of quarter finals, semi finals and a final.
- 7.1.2 The competition will be a mid-week night competition played at neutral venues.
- 7.2 Competition draws
- 7.2.1 The draws for the Competition will be arranged by the Committee which shall, if it considers it to be in the interest of the Competition generally or the Clubs

participating therein, be entitled to give byes in any round to one or more Clubs selected by the Committee if required.

7.2.2 Subject to Regulation 7.2.3 below the first named Club to be drawn in a match shall be the home team. Finals Day shall be at a venue to be decided.

7.2.3 The home team shall be responsible for providing the balls for the match and the referees expenses in all rounds except the Final.

Dates of Rounds

8.1 Dates for the rounds of the competition will be communicated via the Nominated Club Contact

Drawn Matches

9.1 In all rounds, except the final, if after 40 minutes of play each way the scores are level, there shall be, after a five minute break, a period of extra time between the same teams of 10 minutes each way, with a one minute interval. If the scores are then still equal, the team that has scored most tries shall go forward into the next round. If this does not produce a result, the team that has scored the most goals from tries goes forward into the next round. If the scores are still equal, the tries are still equal, and the goals from tries are still equal, the visiting team shall go forward into the next round.

9.2 In the Final, if after 40 minutes play each way the scores are level, the team that has scored the most tries shall be the winner. If this does not produce a result, the team that has scored most goals from tries shall be the winner. If no result is then achieved, the result shall be decided in the following manner: -

9.2.1 Each team shall nominate one player from its number on the field of play at the final whistle to participate on its behalf in a drop-goal competition.

9.2.2 Each kicker in turn shall attempt a drop goal from pre-determined positions until such time as, after an equal number of attempts, one kicker has kicked more goals than the other.

9.2.3 These attempts will be made toward the goalposts at the end of the field of play to be determined by a competition administrator. The first kick shall be taken by the kicker representing the team that kicked-off the match proper.

9.2.4 The attempts will be taken from these positions in turn, repeating the sequence until a decision is reached: -

The intersection of the 22-metre line and –

- a) The centre of the 22-metre line.
- b) Intersection of 22-metre and 15-metre lines to left of posts facing.
- c) Intersection of 22-metre and 5-metre lines to left of posts facing.
- d) Intersection of 22-metre and 15-metre lines to right of posts facing.

- e) Intersection of 22-metre and 5-metre lines to right of posts facing.

Referees and Touch Judges

- 10.1 Referees for all matches shall be appointed by the Referees' Society which accepts responsibility for supplying Referees on a regular basis to the home Club or by the Federation of which the said Referees' Society is a member. Regulations relating to Law 6 shall not apply unless two qualified touch judges are appointed by the applicable Referees Society or Federation.
- 10.2 In the absence of appointment by the applicable Referees Society or Federation each Club shall provide a competent touch judge who should not be a replacement. In an emergency and with the consent of the Referee having been obtained a replacement may act as a touch judge.
- 10.3 Referees and touch judges for the Finals Day matches shall be appointed annually by the relevant GRFU Society on a rotational basis.

Replacements

- 11.1 In all rounds of the Competition other than the semi finals and final not more than four replacements or substitutes are permitted and in the semi finals and final six replacements or substitutes are permitted. Squad size may not exceed 19 players except for the semi-final and final when this number will be 21 which shall be named prior to the start of the game.
- 11.2 In the interests of safety each team playing in each match in the Competition must have at least four (5 in semi-finals and final if more than four replacement are nominated) players in their nominated match squad who are front row players of eighteen years of age or older to play at hooker, tight head prop and loose head prop who are suitably trained and experienced to ensure that on the first (or second in the semi's and final if more than 4 replacements are nominated) occasion (whether due to injury or consequent to a player(s) being temporarily suspended or ordered off) that a replacement in any front row position is required there are sufficient players to enable the team to continue to safely play with contested scrums.
- 11.3 Subject only to the proviso contained in Regulation 11.4 below if in any match in the Competition any front row player requires to be replaced, (whether due to injury or consequent to a player(s) being temporarily suspended or ordered off) and his team cannot provide a suitably trained and experienced replacement player to enable the teams to continue to safely play with contested scrums, the referee having made enquiry of and confirmed this fact with the team captain (or other person nominated by the Club as manager or other person responsible for the team), the result of the match as at that time will be deemed to be invalidated and the team shall be deemed to have lost the match.
- 11.4 Where any front row player or players is/are replaced (whether due to injury or consequent to a player(s) being temporarily suspended or ordered off) from the field of play which creates a 2nd (3rd in semis or final if more than 4 replacements

are nominated) occasion that a front row player needs to be replaced and his team cannot provide a replacement or other player aged eighteen years of age or older suitably trained and experienced to enable the team to safely play with contested scrums the referee having made enquiry of the team captain (or other person nominated by the Club as manager or responsible for the team) of the side affected the match shall continue with uncontested scrums (but such uncontested scrums shall only continue for the duration of the temporary suspension or blood injury). The match result will not be deemed to be invalidated by reason of part of it being played with uncontested scrums. A front row player that has been substituted must be used as a replacement. If this substitute is used as a result of a player being temporarily suspended or ordered off the offending team must remove another player from the match.

- 11.5 The Committee will in its absolute discretion (but, be under no obligation despite any representations made to it by any person or Club) have the right to review the circumstances in every case where a match in the Competition is completed with uncontested scrums. The Committee will be entitled to take any such action as it deems appropriate (such action may include the alteration or reversal of the match result, a fine and/or payment of compensation, and/or disqualification from the Competition in the Season, the inclusion of the non offending team in the next round of the Competition and/or requiring that the match be replayed) where the Committee finds that a Club in a match in the Competition acting other than in good faith has taken advantage of the provisions of regulation 11.4

Note: The intention of Regulation 11.5 is to penalise Clubs who try improperly to take advantage of a situation to ensure a match is played (or finished) with uncontested scrums. For the avoidance of doubt any aggrieved person or Club has a right of appeal under Regulation 17.1 against any decision taken under this Regulation 11.5.

Clash of Colours/Identification of Players

- 12.1 In the event of Clubs having similar or clashing colours, the home team shall be responsible for changing its colours subject to the satisfaction of the appointed referee. For the final the home team will be decided by the toss of a coin at least two days before the match concerned.
- 12.2 The jerseys of teams competing in the Competition should all be numbered in accordance with any IRB requirements to ensure the correct identification of all players and replacements during a match.

Postponed and Abandoned Matches

- 13.1 If conditions prevent a match being played or a match is abandoned because of such conditions with less than sixty minutes having been played, it shall be played or replayed the following week. If there is no agreement between the two

clubs by the Monday of the following week, the date and kick-off time of the replay will be as directed by the Committee upon the application of either Club.

- 13.2 If a match is abandoned because of weather conditions when sixty or more minutes have been played then the score at the moment of abandonment shall stand and be deemed the final score in the match. The Referee's decision as to the necessity for abandonment and the number of minutes played at the moment of abandonment shall be final.
- 13.3 If the match is postponed then the Competitions Committee must be notified by both clubs of that decision immediately (within sixty minutes) of the decision being made to enable all alternative options to be considered.

Notification of Results

- 14.1 Both the Club's Nominated Contact shall be responsible for informing the GRFU Competition Administrator of the result within 24 Hours of match day.

Grounds

- 15.1 A Home Club is responsible for correctly and clearly marking its pitch. In addition it must make proper provision to ensure that (with the exception of the touch judges) all spectators, replacements and officials are kept at a reasonable distance from the field of play and make provision for 2 technical areas (which when occupied will not in any way impede a touch judge undertaking his responsibilities) to be clearly designated between the touchline and any perimeter or pitch side fencing or other barrier as being that to which coaches and replacements are to be restricted during the match.
- 15.2 Participating Clubs in a match must ensure that the team replacements and coaches are restricted to the area designated pursuant to Regulation 15.1 or behind any perimeter or pitch side fencing or other barrier during all periods of play in the match.
- 15.3 When a late decision (i.e. a decision made or to be made within three hours of the scheduled kick-off time) as to the fitness of a ground for the playing of a match is necessary, it shall be made by the respective captains (or nominated representatives) of the Clubs involved, but if the captains are not able to agree an opinion as to the fitness of the ground shall be made by the appointed Referee.

Note: The Referee's responsibility is limited to deciding whether or not the pitch is in his opinion is playable. Any decision reached that a game should or should not commence is the decision of the Clubs concerned.

Finance

- 16.1 Monies provided for the Competition shall be distributed in such shares as the Committee shall in its absolute discretion decide.

Protests, Appeals

17.1 Protests

17.1.1 Any protest, together with the grounds thereof and the remittance of £100 (refundable if the protest is upheld), must be received by the competition administrator within 72 hours of the event which has given rise to the reason for the protest. Within the same period a copy of the protest must be supplied to the opposing club (if involved in the reason for the protest).

17.1.2 The Committee shall have the power to resolve any protest or dispute as it shall see fit and may decline to accept a protest validly made if it considers doing so to be in the interests of the competition. All parties involved in the dispute will be informed in writing of the Committee's decision, and the rationale behind that decision. Subject only to Regulation 17.2 the decision of the committee shall be final and binding.

17.2 Appeals

17.2.1 Where the decision from the committee regarding a protest is viewed to be unacceptable, a club has the right to appeal or call for a review of that decision as laid out in 17.2.2

17.2.2 An Appeal to the GRFU shall be made in writing signed by the Club Secretary and accompanied by a cheque for a further £100 paid on a Club cheque to the County Office within 14 days of being informed in writing by the Committee of its decision on the protest.

All protests and appeals shall be dealt with in accordance with Appendix 8 and 9 of the GRFU Operating Procedures.

Operating procedure Appendix 8

Competitions Rules Breaches

The procedure for dealing with breaches of competitions rules shall be dealt with following the principles of natural justice. (see Appendix 9). To that end all procedural and technical considerations must take second place to the paramount object of being as just and fair to all parties as is consistent with a duty to the Game. The Competitions Committee is delegated the authority by the GRFU Management Board to deal with such matters

If a club has been deemed to have breached the Competitions Rules the following procedures should be adopted:

- The Competitions Secretary shall inform the club of the breach and that a hearing will take place.
- The club shall be informed of the arrangements for the hearing, shall be provided with all the relevant information and be invited to attend.

- The Panel shall consist of the Chairman and two other members of the Competitions Committee, who, through their own club affiliation, do not have an interest in the outcome of the case other than to see that the decision is fair and just.
- The Competitions Committee shall state the case to be answered.
- The Club shall state their position.
- The Panel shall retire to consider their decision.
- The decision and the rationale behind it shall be conveyed to the Club and subsequently put in writing to them normally within 7 days of the hearing.

The written judgment should include:

- Details of the Panel.
- Details of those Attending.
- Details of the Case to be Answered.
- A List of any Documentary Evidence Received.
- A Summary of the Evidence Presented at the Hearing.
- An Analysis of that Evidence that leads to the Findings of the Panel.
- A Statement of the Findings.
- Details of the Right of Appeal.
- In the event that the Club is not satisfied with the decision taken by the Panel they have the right to appeal to the GRFU See Appendix 9.

Operating procedure Appendix 9

Appeals Process and Procedures

Appeals against the GRFU or its Committees & sub Committees

Appeals against the GRFU or its Committee or sub Committee shall be dealt with by the Appeals, Awards and Advisory Panel which is appointed as stated in A5.1. In the case of a decision by a Committee or sub Committee, the Appeal must be lodged by the Club Secretary within 72 hours of being informed of the decision the Committee or sub Committee. The Panel will comprise members who have no declared involvement in the case or the appellant parties. The Panel will be chaired by the President, an Officer or a senior member of the GRFU. An administration fee for the Appeal of £100 is to be paid by the appellant at the time of lodging the Appeal. Failure to meet the requirements for submitting an Appeal will render the Appeal void. The principles of natural justice will be followed. The appellant shall be notified of the arrangements for the Appeal meeting and invited to attend, with a representative if required, and provide, in advance of the meeting, such submissions in support of the Appeal as may be considered relevant. The GRFU, the Committee or sub Committee shall provide all relevant documentation and be invited to attend to present their case. The Panel will inform the appellant of the result of the Appeal and also in writing through the County Administrator and the rationale behind the decision. The written judgment is normally to be sent to the appellant within 7 days of the hearing. If the Appeal is upheld then the administration fee will be refunded. In the event that the appellant is not satisfied with the decision taken by the GRFU Appeals, Awards and Advisory Panel, the appellant has the right to make a final Appeal to the RFU as set out in the RFU Handbook. (Currently as of August 2011 stated in Regulation 13.10.10).

Natural Justice and Fairness

The overriding consideration in the conduct of appeals and hearings is that they should be just and fair. The panel must at all times observe the rules of natural justice relating to the conduct of the hearing process

The panel must be:

1. Impartial, that is free of prejudice or bias and not have an interest in the outcome other than to see that the decision is fair.
2. Careful and thorough in their consideration of the procedures and evidence.

All decisions together with the reasons for those decisions should be recorded in writing.

Media Rights

- 18.1 Media Rights together with the sole right of their exploitation belong to the GRFU.
- 18.2 No Club participating in the Competition shall purport to have the right to exploit, license, sell, lease, franchise, grant or in any way dispose of all or any part of the Media Rights save that each participating Club may advertise its participation in the Competition using the Competition's or any Sponsor's name.
- 18.3 Each Club participating in the Competition will permit access to its ground without demanding any fee or payment there for to any person firm or company wishing to film, televise or broadcast all or any part of any game in the Competition provided such filming, broadcasting or televising is undertaken by a company to whom the GRFU has sold the such rights or has been previously agreed by the GRFU but not further or otherwise.

Terms and Conditions of Participation

- 19.1 Each Club by agreeing to enter the Competition and/or by commencing its first match in the Competition agrees it has entered into a legally binding obligation with the GRFU and as separate obligations with each other club in the competition and with any sponsor of the competition that it will:
 - 19.1.1 Fulfil its fixtures in the Competition and comply in every particular with these regulations 1 - 19 (inclusive).
 - 19.1.2 Play in each game in the Competition for which it qualifies.
 - 19.1.3 At all times comply with each and every one of the obligations and requirements entered into by the GRFU with third parties, including but not limited to any sponsors of the Competition under the terms and conditions of any sponsorship agreement provided that details of any such obligations and requirements have been notified by the GRFU to the participating Clubs.

- 19.1.4 Permit access to its premises during before or after a match to any person authorised by the Committee (with or without notice) to check compliance with all and/or any of these Regulations and to provide to any such person such documentation and information as might be reasonably required to identify any player in any match in the Competition and produce evidence of such players Effective Registration with the Club.
- 19.2 Each Club by entering or commencing its first match in the Competition agrees it has entered into a legally binding obligation with the GRFU, any sponsor of the Competition and as a separate covenant with each other Club in the Competition, Referee, Touch Judge or Match Official involved in any match in the Competition or cancellation or abandonment thereof that it will not hold liable or make any claim against such official, the Committee or the GRFU:
- 19.2.1 GRFU will not be held responsible for any loss, charge, compensation or expense arising out of or in connection with any kind of injury or illness suffered by any player, spectator or other person.
- 19.2.2 GRFU will not be held responsible for any damage to property of any kind.
- 19.2.3 GRFU will not be held responsible for any other loss, cost, charge, expense or damages be it economic, financial or consequential loss of profit or additional expense incurred or otherwise and whether directly or consequential or in relation to the result of any match.
- 19.2.4 GRFU will not be held responsible for any matter arising out of or due to any decision or action that such official may take under the Laws of the Game these Regulations or any other rules or regulations published in the Handbook or which have been properly introduced by the GRFU or in respect of the normal procedures to hold, play, control, cancel or abandon a match.
- 19.3 Any Club selected to and agreeing to play in the Competition agrees that
- 19.3.1 If it fails to honour a fixture or withdraws having previously agreed to take part therein then the Committee (subject to the Club's right of appeal set out in regulation 17.2 above) may decide that the club may not be permitted to take part in a future GRFU cup competition and it may also not be eligible to participate in the relevant future national cup competition.
- 19.4 Each Club by entering the Competition agrees with each other Club in the Competition and the GRFU that the Committee has the absolute and unfettered discretion to decide on matters not provided for in and in the interpretation of these Regulations and or make any further or alternative regulations for the Competition where there is a requirement therefore. The Committees decision is final and binding save for any Club's right to appeal to the Appeals Panel utilising the procedure set out in regulation 17.2 provided such appeal is lodged with the appropriate cheque within 48 hours of any action taken by the Committee under this Regulation 19.4 being made public or the Club having been advised thereof.