



# **OPERATIONS MANUAL**

## **SEASON 2018**



# **SECTION 1**

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# **SECTION 2**

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## **STATEMENT OF INTENT**

These rules shall apply to all clubs participating in any competition organised under the auspices of the NSW Suburban Rugby Union, and shall be read in conjunction with the Statement of Objects and Rules of the NSW Suburban Rugby Union, and the Code of Conduct.

### **A. MEANING OF TERMS**

In these rules, except in so far as the context or subject matter otherwise indicates or requires -

A.1 NSWSRU means New South Wales Suburban Rugby Union Inc.

A.2 Board means the Board of Directors of the NSWSRU.

A.3 The Judiciary is the Judiciary Chairman elected at the NSWSRU Grading Meeting and members appointed by the Board.

A.4 Club means an affiliated club and participating in a competition.

A.5 NSWRU means New South Wales Rugby Union.

A.6 NRC means the Australian National Rugby Championship

A.7 SRU means the Sydney Rugby Union

A.8 Financially indebted means any sum outstanding to NSWSRU which has remained unpaid for thirty days after the date on which such payment was due.

A.9 Amateur is defined as one who does not receive or agree to receive, either directly or indirectly, any remuneration or reward whatsoever (whether by match payments or expenses or otherwise) in respect to their participation as a NSWSRU player.

A.10 Results Sheets, Affiliation and Registration Forms are those documents provided by the NSWSRU for recording results of matches, affiliation of Clubs, and registration of players.

A.11 Misconduct means conduct, action or behaviour that is detrimental to the image of the game of Rugby Union.

A.12 Headings are for convenience only and do not form part of these rules or affect their interpretation.

### **B. AMATEUR STATUS**

B1. This rule should be read in conjunction with Section 3 of the NSWSRU Operations Manual.

B2. All Suburban Rugby Union competitions are for amateur players only.

B3. The payment of Suburban Rugby Union players is prohibited.

B4. There can be no cash inducement or incentive given to play for a Suburban Rugby Club.

### **C. PROMOTION, RELEGATION & NEW CLUB ASSESSMENT**

At the end of the current season:

C.1 The club finishing last in the Division One Club Championship will be relegated to Division Two. The winner of the Division Two Club Championship will be promoted to Division One.

C.2 The club finishing last in the Division Two Club Championship will be relegated to Division Three. The winner of the Division Three Club Championship will be promoted to Division Two.

C.3 The club finishing last in the Division Three Club Championship may be liable to be relegated to Division Four, subject to review by the Board.

C.4 Any Division One, Two or Three club, regardless of Club Championship standings, that did not field an U21 colts team may, at the discretion of the Board, have to show cause why it should remain in that Division.

C.5 Consideration will be given to applications for promotion from any of the Division Four, Five and Six clubs. Applications shall be in writing supported by evidence of the club's performance during the season, particularly the fielding of a Halligan Cup or Colts team, and include proposals for recruitment, home ground facilities, financial situation, administration strength, club management, and player strength.

C.6 Applications will be considered by the Clubs, Competition and Rules Sub-Committee. The findings of that Sub-Committee shall be presented to the Board which, in turn, will present a

recommendation to the Grading Meeting for its consideration.

C.7 When the union receives an application for affiliation from a new club, the Union shall notify all existing clubs and invite submissions as to the desirability or otherwise of the application.

#### **D. LAWS OF RUGBY**

D.1 Matches in the NSWSRU annual competitions shall be played in accordance with the Laws of Rugby and rulings thereon of the Australian Rugby Union.

#### **E. INSURANCE COVER**

E.1 Clubs should be fully conversant with the cover afforded by the ARU insurance scheme.

#### **F. CODE OF CONDUCT**

F.1 A member, player, coach, official or spectator shall not at any time act in a manner detrimental towards the game or spirit of Rugby Union.

F.2 All clubs shall take all reasonable steps to ensure that members, players, coaches, officials or spectators do not act in a manner detrimental towards the game or spirit of Rugby Union.

F.3 During the course of or after a match under the jurisdiction of the NSWSRU, a member, player, coach, official, spectator and any other person associated with a NSWSRU Club shall not abuse or address a referee or assistant referee in insulting terms or act in a provocative manner towards a referee or assistant referee.

F.4 All clubs, players, coaches, officials, supporters and sponsors will adhere to the amateur status of NSWSRU, and will not accept, or entice others to accept, any remuneration or reward whatsoever in respect to participation as a player in the NSWSRU.

F.5 All clubs and their prescribed officials must sign and return the Code of Conduct and Competition Participation Agreement prior to round one.

#### **G. VENUE FACILITIES**

##### **G.1 Ground Conditions**

G.1.1 The ground shall be dressed in accordance with the Laws of Rugby and all four goal post uprights shall be fitted with protective pads.

G.1.2 22 metre and halfway lines shall be identified with flags or markers on both sides of the field.

G.1.3 Home clubs shall ensure that objects such as cricket pitches or inground watering systems are properly covered for the safety of players.

G.1.4 Grounds should have adequate toilet, change room and shower facilities in close proximity to the playing field.

##### **G.2 First Aid**

G.2.1 The home club shall supply:

- (a) a stretcher (preferably a scoop stretcher) for use by trained personnel;
- (b) a fully equipped first aid kit;
- (c) ice;
- (d) a person with at least basic first aid certification, with knowledge of first aid skills and procedures.
- (e) emergency contacts for nearest hospital, doctor, dentist, etc.
- (f) emergency vehicle access

G.2.2 For the purposes of player safety all sideline equipment such as buckets or first aid equipment shall be placed no closer to the sideline than adjacent to the ropes.

#### **1. CLUB AFFILIATION**

1.1 Clubs shall apply for affiliation with NSWSRU on the prescribed form, accompanied by the appropriate fee, forwarded to the Executive Director by the date specified by the Board.

1.2 NSWSRU affiliation will not be accepted from a club affiliated or connected with an NRC team.

#### **2. TEAM REGISTRATION**

2.1 Registration of teams for competitions shall be made on the Application for Affiliation Form and will be accompanied by the relevant registration fees and insurance premiums by the closing date determined by the NSWSRU.

### **3. GRADING OF TEAMS**

3.1 The Grading meeting shall be held after the closing date for entries and prior to the commencement of the season. From nominations received from the clubs, the Grading meeting shall determine the clubs to compete in the competitions.

### **4. PLAYER REGISTRATION**

4.1 All players registered in NSWSRU competitions must be amateur players. (Refer Section 3)

4.2 Player registration is not automatic. The Board and/or Integrity Committee may refuse the registration of any person, or de-register any person.

4.3 In addition to the amateur player rule, the following restrictions apply to clubs registering players:

a) No player having held a professional rugby union contract in the previous or current calendar year may be registered. Dispensation may be requested via the Integrity Committee.

b) No player having played in the NRC in the previous calendar year may be registered. Dispensation may be requested via the Integrity Committee.

c) Players named in the NRC in the current calendar year will be automatically and immediately deregistered.

d) Players last registered overseas must apply to the Union for permission to register. Clubs will only be granted permission for three such players in any one season. Dispensation may be requested via the Integrity Committee.

e) Any player having played in the Shute Shield (1<sup>st</sup> grade) competition of the SRU in the previous or current calendar year must apply to the Union for permission to register.

f) A player registered with a Shute Shield Club (in any grade) cannot be transferred into a NSWSRU competition after 30 June 2018.

g) A player, having transferred out of any Suburban Club twice within a season, will not be re-admitted into the Union.

h) A player from a non-Shute Shield Club cannot be transferred into a NSWSRU

competition within four rounds of the end of the minor premiership, or if the transferring player is a NSWSRU player whose original competition has concluded for the season.

i) A player registered with the NSWSRU within four rounds of the end of the minor premiership shall not be eligible to play in a semi-final, final or grand final.

4.4 Each player must be registered before participating in NSWSRU competitions.

4.5 The NSWSRU registration process is as follows:

a) Each player enters his details and a passport style photo of himself and registers with his club using the Fusesport Rugby App.

b) Players entering false information and/or inappropriate or unclear photos will be liable for suspension.

c) Each player, as part of the above online registration process, must agree to Rugby Australia's terms and conditions, as well as Suburban Rugby's amateur status requirements.

c) Once registered to a particular club in accordance with the above process, that club can then manage and edit any player's details, including de-registering them.

4.6 Clubs are responsible for all players being properly registered.

4.7 Clubs have the right to request player identification from any opposition player. If a player is unable to show proof of identification he must furnish it to the Union Office by 5pm on the next business day.

4.8 Players shall not be registered with more than one club at a time. A club found guilty of playing a player who is currently registered with another club will be liable for loss of competition points, and/or suspension from the competition, and/or a fine. A player found to be in breach of this rule will be liable for suspension or expulsion from the competition.

4.9 Applications for clearance from one Australian club to another, or from another Australian Union, shall be made in writing and forwarded to the Executive Director. Applications for overseas clearances shall be forwarded to the Executive Director,



together with a written release from the club and/or Union from which the player wishes to transfer. Players shall not be eligible for transfer if financially indebted to any club, the NSWSRU or any other Union.

4.10 Contravention of any of the player registration rules will be referred to the Integrity Committee and/or the Judiciary, as decided by the Executive Director.

## **5. CONTACT BETWEEN CLUBS**

5.1 The Secretary of each home club must contact the Secretary of his opposing club in the week preceding their fixture to confirm venues, kick off times, changing facilities, post-match functions, and actions to be taken in the case of inclement weather.

## **6. THE COMPETITION**

6.1 A draw will be made setting out the matches, venues and dates of each of the respective competitions and copies will be forwarded to competing clubs by the NSWSRU. Any draw may be varied at the discretion of the Board, and written notice will be given in writing to all affected clubs.

6.2 Each division will be so arranged to include such number of teams in each grade as deemed appropriate by the Board for that division, including byes where necessary.

6.3 Competition points will be awarded for each competition on the basis of:

- i) four points for a win;
- ii) two points for a draw;
- iii) one point for a loss if the losing team is within 7 points or less of the opposition at match end;
- iv) no points for a loss or bye.
- v) one point for scoring 4 tries or more (a bonus point will be awarded in the event of a forfeit).

6.4 A forfeit is regarded as a win to the opposing team by the score of twenty-eight points to nil.

## **7. CLUB CHAMPIONSHIPS**

7.1 In divisions in which there is more than one grade, a championship will be conducted to determine the champion club for that division.

7.2 Points will be allocated by multiplying the total competition points secured by each team:

1st Grade	x 22	
2nd Grade	x 12	
Colts U21	x 8	
3rd Grade	x 6	
4th Grade	x 3	
5th Grade	x 1	
Halligan Cup	x 1	Cowboy Cup only

7.3 In the event of a tie for a Club Championship between two or more clubs, the following provisions will apply:

7.3.1 Firstly, the club with the greater number of points in First Grade will be awarded the Club Championship.

7.3.2 Secondly, the club with the greater number of points in Second Grade will be awarded the Club Championship.

7.3.3 Thirdly, the club with the greater number of points in Third Grade will be awarded the Club Championship.

7.3.4 Fourthly, the club with the greater number of points in Colts will be awarded the Club Championship.

7.3.5 Fifthly, the club with the greater number of points in Fourth Grade will be awarded the Club Championship.

7.3.6 Sixthly, the club with the greater number of points in Fifth Grade will be awarded the Club Championship.

7.3.7 If there is still a tie between clubs, then both clubs will be declared as Club Champions.

7.4 In Division One, the Bruce Graham Shield shall be awarded to the club scoring the most club championship points in grades one to five plus Colts.

7.5 In Division Two, the Reliance Shield shall be awarded to the club scoring the most club championship points in grades one to four plus Colts.

7.6 In Division Three, the K.W.H. "Doc" Harris Shield shall be awarded to the club scoring the most club championship points in grades one to three, plus colts.

7.7 In Division Four, the F.J Herlihy Shield, shall be awarded to the club scoring the most club championship points in grades one to three.

7.8 In Division Five, the David Swan Shield shall be awarded to the club scoring the most club championship points in grades one to two.

7.9 An inter-divisional Club Championship, the Cowboy Cup, shall be awarded to the club scoring the most club championship points within the whole Union. The Cowboy Cup will take into account finals series matches and differences in length of season between divisions.

## **8. PRIZES**

8.1 The NSWSRU will recognise the winners of the major premiership and Club Championship in each division.

## **9. FORFEITS**

9.1 If a Club is forced to forfeit a match, it shall be the lowest grade(s) representing that Club, excluding Colts, which shall be forfeited.

9.2 If a club forfeits a grade higher than a grade already played on that day, then at the Board's discretion, that club may be deemed to have forfeited all grades, excluding colts, previously played on that day. However, any point differential greater than 28-0 in favour of the non-forfeiting club will be preserved.

9.3 Clubs that advise the Union and opposition Club that they are forfeiting a grade, with the exception of Sutherland & Halligan Cups, by 10am on the Friday preceding the match will lose two competition points and half applicable club championship points from each forfeited grade. Clubs that advise the Union and opposition Club after 10am Friday will lose four competition points and full applicable Club Championship points from each grade forfeited, and may be liable for a \$100 fine. The opposition team will still receive a forfeit result.

9.4 Any club which forfeits two or more competition matches in a grade (except Sutherland and Halligan Cups) shall be called to appear before, or give a written submission to the Clubs, Competition and Rules Sub-Committee at a time notified by

the NSWSRU. The Sub-Committee may recommend to the Board appropriate action be taken in the form of a fine, suspension, or withdrawal from the competition, or additional loss of competition and/or club championship points.

9.5 A minimum of 11 players is needed to constitute a team for NSWSRU competition matches. Any team unable to field 11 players within ten minutes of the official kick-off time, or at any stage during the match, for whatever reason, including temporary suspensions or send-offs, shall forfeit the match without right of appeal. Teams playing against an opposition with less than 15 players are not required to match opposition team numbers.

## **10. GROUNDS UNFIT FOR PLAY**

10.1 If the scheduled venue for a match is likely to be, or found to be, unfit for play the home team shall notify the NSWSRU and the visiting club at the earliest opportunity and;

10.1.1 Arrange a suitable alternative venue for the match; or

10.1.2 If one cannot be found, play the match at the nominated ground of the opposing club; or

10.1.3 If that ground is unfit for play, make arrangements with the opposing club to play the match on the Saturday of the next wet weather weekend. Both clubs may agree to play the match on an earlier date.

10.1.4 Should either club already have a deferred match scheduled for the next wet weather weekend (or if there are no wet weather weekends remaining) and another match needs to be rescheduled then this match will be played on the Sunday a week hence (i.e. 15 days after it was originally scheduled) unless otherwise decided by the Executive Director. Should any Round 18 matches be deferred then these must be played prior to the semi finals.

10.1.5 Notwithstanding Rule 10.1.4, both clubs may agree not to reschedule the match and the next time the two clubs meet (if applicable) the match will earn double the normal points. Note – Rule 10.1.5 applies to

all divisions, but only for washouts in the first half of the draw.

10.1.6 Should a club have a full round of matches needing to be rescheduled then those matches will take precedence over a single deferred match that may already have been rescheduled.

10.2 If a ground is unfit for play, and the match is changed from the original venue, the next match between the two clubs affected (if applicable) will remain as per the original competition draw.

10.3 Should a dispute arise between the two clubs in relation to these arrangements, the matter shall be referred immediately to the Executive Director who shall decide upon the most appropriate action.

10.4 The Executive Director can cancel any complete competition round in advance in the event of bad weather. In this instance the round will be declared a wash-out and no competition points will be awarded to any team in that competition for that round.

## **11. ABANDONMENT OF MATCH**

11.1 The referee may not start a match, or may call full-time at any time before a game's designated playing time has expired, in any of the following circumstances:

(a) In the opinion of the referee, the treatment of or attention to an injured player may make it impossible for the match to continue to its allocated time because of subsequent safety reasons, lack of light, or the prevention of any subsequent matches being played for their allocated time.

(b) The ground has become unplayable as determined by any authority, such as council, or due to its condition being considered, in the opinion of the referee, dangerous in the interests of player safety.

(Any objection by either team about the ground or the way in which it is marked out must be made to the referee before the kick off. If teams cannot agree as to the safety of the ground the referee will decide whether the game may begin. If there is any doubt as to the safety of the ground the referee will not allow the game to begin until the ground has been made safe.)

(c) In the opinion of the referee, there has been a disruption that may jeopardise the continuing safe conduct of a match.

(d) Consideration of rule 12.3, where a game is shortened to ensure the following game starts on time.

(e) Any other reason covered by the Laws of the Game or the Union's Competition Playing Rules.

11.2 If a game is affected by the circumstances in 11.1, the following designations shall apply. These designations can be determined by the Union subsequent to the match regardless of any terminology used by the referee at the time.

(a) If full-time is called during half-time or when the game is in the second half of the match, the result of the match stands.

(b) If a match is not started, or full-time is called in the first half of the match, the match shall be deemed abandoned.

11.3 There are 2 exceptions to rule 11.2:

(a) In the case of 11.1(c), when disruption to a match has been deemed to have been caused by actions contrary to the Union's Competition and Playing Rules by one team or the other, or both, or by their officials and supporters, in which case the Union shall refer the matter to its Judiciary Committee for consideration and any necessary action.

(b) In the case of 9.5, where regardless of how much of the game has been played, a team who is unable field at least 11 players at any stage during the match shall forfeit the match without right of appeal.

11.4 An abandoned match shall be replayed at a future time and place as agreed by both teams. If no agreement is reached, the match shall be replayed at a time and place designated by the Union. Should either team elect not to replay the match, the other team shall win on forfeit.

## 12. MATCH TIMING

12.1 The duration of matches and kick-off times shall be:

Grade	Each Half	Kick Off
1st	40 mins	3:15pm
2nd	35 mins	2:00pm
Colts	35 mins	12:45pm
3rds	30 mins	11:40am
4ths	25 mins	10.45am
Sutherland Cup	25 mins	Determined by home team
Halligan Cup	25 mins	Determined by home team
Radford Cup	35 mins	Determined by home team

12.2 Any club which is not prepared to commence a match within ten minutes of the official kick-off time shall forfeit the match without right of appeal. The referee shall note such occurrence on the result sheet.

12.3 Any time lost in commencing a match for whatever reason shall be deducted from the allocated time for that match.

12.4 Injury time will be added to the playing time in first grade matches only.

12.5 Kick-off times, except in the event of wet weather, will not be altered less than 10 days prior to the match unless under exceptional circumstances. Any decision to alter these times shall be made by the Executive Director.

## 13. REFEREES

13.1 In the event of the appointed referee not attending the venue for a match within ten minutes of the scheduled kick-off time, a SmartRugby qualified referee may be appointed by mutual agreement between the two clubs.

13.2 The appointed referee shall be substituted at the first available opportunity after the match has commenced.

13.3 If no agreement can be reached, the home club shall appoint a SmartRugby qualified referee and the game shall be played.

13.4 Should, for any reason, a game not proceed under this rule, the match fixture shall be declared a bye and no competition points will be awarded to either club.

13.5 Any club unable to supply a SmartRugby qualified referee when required shall be fined \$100 for each offence.

## 14. ASSISTANT REFEREES

14.1 Each club must be able to supply an accredited assistant referee to officiate at each of its matches, if required.

14.2 Any club in contravention of the above Rule 14.1 after Rd 7 shall be fined \$100 per assistant referee not registered.

14.3 The accredited assistant referees supplied by a club shall be entitled to report on all aspects of foul play. The club supplied assistant referee must report to the referee prior to the start of the match and present his accreditation; he must be distinguishable as an assistant referee (i.e. not in club colours), and be equipped with a flag.

## 15. COACHES

15.1 Each club must ensure every coach of every team is SmartRugby qualified.

15.2 Each coach must be registered as a coach, following the same registration procedure as described in Rule 4, and entered each week as a coach on the on-line team sheet.

15.3 Any club and/or team in contravention of Rule 15.1 and/or 15.2 after Rd 3 may be liable for a loss of competition points and/or withdrawal from the competition

## 16. GROUND MARSHALS

16.1 Each club shall provide a Ground Marshal for each fixture. Both Ground Marshals must wear the bibs provided.

16.2 The Ground Marshal from each club shall introduce himself to the other Ground Marshal prior to the start of play of the first match of the day.

16.3 Each Ground Marshal shall be responsible for spectator and crowd control and their instructions and/or directions shall be obeyed at all times.

16.4 The Ground Marshals shall introduce themselves to the referee prior to the commencement of each match and be responsible for rectifying any problems

which are brought to their attention by the referee throughout the course of a day.

16.5 The Ground Marshal shall offer each referee complimentary food and beverages at the conclusion of their match.

16.6 The Ground Marshal provided by the home club shall ensure that the visiting club is made aware of the home ground changing, playing, medical, food and drink facilities available, as well as procedures for the post match function.

16.7 Contravention of any of the Ground Marshal rules will bring a fine of \$100, without right of appeal, and/or loss of competition points and any other fines or penalties as the Judiciary may see fit.

## **17. UNCONTESTED SCRUMS**

17.1 All teams, with the exception of Sutherland and Halligan Cups, must have five players who can play in the front row to ensure that on the first occasion that a replacement hooker is required, and on the first occasion that a replacement prop forward is required, the team can continue to play safely with contested scrums.

17.2 Should a team not be able to meet this obligation for any reason during a game, then at the point in the match when the front row replacement is required, this team must play with one player fewer than would otherwise be allowed.

17.3 Should a team not have three suitably trained front row players to commence a game with contested scrums, this team must play with one player fewer than would otherwise be allowed.

17.4 If, subsequently, a qualified front rower becomes available (or returns from either blood-bin or temporary suspension) so that scrums can be contested then that player will be allowed onto the field and the team may return to the appropriate complement of players.

17.5 If neither team has suitably trained front row players to start a game with contested scrums, the above arrangements do not apply to the game, even if qualified front rowers subsequently become available.

17.6 Any club which plays uncontested scrums in two or more matches in a

particular grade during a season with the exception of the Sutherland and Halligan Cups shall receive a written warning from the union and may be called to appear before, or give a written submission to the Clubs, Competition and Rules Sub-Committee as a matter of urgency at a time notified by the NSWSRU. The Sub-Committee may recommend to the Board some appropriate action be taken against the club in the form of a fine, loss of competition and/or club championship points, ineligibility for final series, suspension, or withdrawal of that team from the competition.

## **18. REPLACEMENT/ SUBSTITUTION OF PLAYERS**

18.1 A maximum of eight substitutions per team per match will be allowed for all teams.

18.2 Substitutions shall include any time one player substitutes another player, including for injury. Within the allowed eight player substitutions, there is no restriction on the number of times an individual player can be substituted or return to the field.

18.3 Exceptions

### (a) Substitution – Blood

(i) If a player has a blood injury and is temporarily replaced by another player that does NOT count as a substitution.

(ii) If the blood player returns to the field of play within fifteen (15) minutes actual time and the temporary replacement leaves the field that does NOT count as a substitution.

(iii) If the blood player does not return to the field of play within the permitted time, the replacement becomes permanent and that IS a substitution. The blood player is considered injured.

(iv) Should a team use up its maximum number of substitutions while one of their players has been temporarily replaced for blood, and the blood player cannot return to the field within the permitted time, the temporary replacement will be required to leave the field at the conclusion of the permitted time i.e. the team plays one short.

### (b) Temporary Suspension – Yellow Card

(i) When a player is temporarily suspended (yellow card) and leaves the field of play that is NOT a substitution.

(c) Temporary Suspension – Yellow Card – Front Row Player

(i) When a scrum is ordered during the temporary suspension of a front-row player (Player A), and as a result a player (Player B) is required to leave the field to allow another front-row player (Player C) to come on, that does NOT count as a substitution.

(ii) If, at the end of the period of temporary suspension, Player A resumes and Player C leaves the field that does NOT count as a substitution.

(iii) Player B returning to the field of play is also NOT a substitution.

(iv) If, however, the team opts to leave Player C on at the end of the temporary suspension period instead of Player A returning, that IS a substitution

(v) Player B returning to the field of play to substitute another player during the period of temporary suspension IS a substitution.

(d) Send Off – Red Card

(i) When a player is sent from the field of play (red card) that is NOT a substitution.

(e) Send Off – Red Card – Front Row Player

(i) When a scrum is ordered after the sending off of a front-row player (Player A), and as a result a player (Player B) is required to leave the field to allow another front-row player (Player C) to come on, that does NOT count as a substitution.

(ii) Player B returning to the field of play to substitute another player IS a substitution.

18.4 Any player substituted due to injury (except temporarily for blood) may not for any reason return to that match or any subsequent matches played on that day. At matches where there is no doctor available, the Referee remains responsible for establishing if a player is leaving the field of play due to being so injured that it would be unwise for him to continue playing.

18.5 After eight substitutions have been made, no other substitutions will be allowed for any reason, except for an injury to a front-row player where a suitably trained front-row replacement is available to ensure the game can continue with contested

scrum. In this situation only, an additional substitution may be made.

18.6 Any substitute (excluding blood bin) who takes the field immediately following the awarding of a penalty kick to his team or after a try has been scored shall not be permitted to kick at goal until after the relevant kick has been taken.

18.7 Contravention of any of the substitution Laws or rules will bring a fine of \$100, without right of appeal, and/or possible loss of competition points.

18.8 See Section 4.4 of this manual for the Procedural Guidelines for substitutions.

## **19. TEMPORARY SUSPENSION**

19.1 If a player is sent from the field as a temporary suspension he shall remain with his club's ground marshal for a period of ten minutes and shall not enter the playing area until permitted to do so by the referee.

19.2 The ten minutes suspension period will not include half time or any injury time.

19.3 The time period shall be kept by the ground marshal and the referee. The referee's opinion shall prevail.

19.4 The temporarily suspended player may not be replaced by another player except should the player be a front row forward. In this case the suspended player is to be replaced by a suitably trained replacement. The captain of the team will direct another of his players to leave the field for the duration of the suspension.

19.5 If such a replacement is not available and this team commits an error which leads to a scrum which it is consequently unable to contest, the opposing team will have the choice of either a free kick or an uncontested scrum. Uncontested scrums will be played when the team not capable of fielding a front row is awarded a scrum as per the laws of the game.

19.6 Under no circumstances shall the temporarily suspended player take the field until given permission by the referee.

19.7 The temporary suspension of a player shall be accurately reported on the Fusesport Rugby App. Failure to do so will incur an automatic \$100 fine. A club found guilty of failing to report a temporary

suspension on the second occasion will be referred to the Judiciary and may be liable for a loss of competition points and any other fines or penalties as the Judiciary may see fit to impose.

19.8 Should a player incur three temporary suspensions during a season, including the finals series, he will be suspended without right of appeal for the next competition match. If that player incurs a fourth temporary suspension during a season he will be suspended without right of appeal for another competition match. If that player incurs further temporary suspensions during a season he will be suspended without right of appeal for another competition match and will also be required to attend the Judiciary, which may impose further penalties as it sees fit. If any such further penalty is imposed, that player will be deemed to have committed an established offence. It is the club's responsibility to ensure the player does not take the field if he is suspended under this rule.

19.9 A player who incurs two temporary suspensions in one match is deemed to have been sent off for the remainder of the match. Such a player will be dealt with under the early plea agreement or by the Judiciary.

## **20. INTEGRITY COMMITTEE**

20.1 The Integrity Committee shall investigate and adjudicate upon all matters relating to the Union's amateur status, and is responsible for ensuring all clubs, players, members, coaches, managers, committee members, officials, sponsors and supporters, or any other person associated with a NSWSRU Club, are compliant with the Union's amateur policy.

20.2 The Integrity Committee shall meet at a time and place as directed by the Integrity Officer, the Executive Director, and/or the Board.

20.3 A Club or any other person is required to fully cooperate with the Integrity Committee in the course of an investigation and/or hearing. Failure to do so may constitute conduct contrary to the rules relating to Amateur Status and the Integrity

Committee and/or Board may impose any penalty as it sees fit. (Refer Section 3)

20.4 Acting in concert with the Integrity Committee, the Executive Director shall send a written notice to the Club or any person(s) required to attend an Integrity Committee hearing, setting out the following:

(a) The details of the Integrity Committee hearing;

(b) The alleged breach of the conditions of Amateur Status (if applicable);

(c) The consequences that may arise if the club and/or individual fails to appear at the hearing;

(d) The consequences that may arise if it is found that a breach has occurred;

20.5 If a club or individual is found by the Integrity Committee to have breached the conditions relating to Amateur Status, the penalty to be imposed shall be determined by the Integrity Committee, or in the case of suspension or expulsion of a club, by the Board. (Refer Section 3)

20.6 Provided that, if a club or individual voluntarily admits that it or he has breached such conditions, the Integrity Committee or Board may, in their discretion, determine that no penalty be imposed.

20.7 The Board shall deal with Club or individual appeals arising from Integrity Committee decisions, excluding Integrity Committee recommendations that result in a club being suspended or expelled.

20.8 When a club is suspended or expelled after an Integrity Committee recommendation, the affected club shall be entitled to appeal to a special general meeting of the Union under Article 10.9(c) of the Union's constitution.

20.9 Any appeal of an Integrity Committee decision to the Board must be made in writing and lodged with the appropriate appeal fee as determined by the Board with the Executive Director within seven days of the original decision.

20.10 The Board shall meet within 14 days of receipt of the notice of appeal at a time and place as directed by the Executive Director. At this time a complete rehearing of the case shall take place.

20.11 Pending the rehearing of the case all decisions appealed against remain operative.

20.12 Appeals shall be conducted by way of a rehearing. Where any question of fact arises on an appeal before the Board, it shall be determined by reference to the record of proceedings before the Integrity Committee provided the Board in its discretion may rehear the whole or any part of the evidence given before the Integrity Committee as it considers appropriate.

20.13 The Board shall have full discretionary power to hear and receive such further evidence on an appeal as it thinks fit provided it is established that such evidence was not, on reasonable inquiry, available at the time of the original hearing.

20.14 No proceedings of the Board shall be quashed or held invalid by reason only of any defect, irregularity, omission or other technicality provided there has been no miscarriage of justice.

## **21. JUDICIARY**

21.1 The Judiciary shall deal with all protests, disputes, misconduct or other matters stipulated in the Union's Objects and Rules, these Competition Rules, the Code of Conduct or such items referred to it by the Board or the Executive Director.

21.2 The Judiciary shall meet each Wednesday at 6:00 PM, at the Union Office, Moore Park, unless otherwise notified, or as directed by the Board.

21.3 Players who are required to attend the Judiciary must produce photo identification and proof of registration. The matter will not be heard by the Judiciary unless photo identification is produced.

## **22. PLAYERS SENT OFF THE FIELD**

22.1 Players sent off the field by the referee, and who are deemed to be eligible by the Executive Director for an early plea of guilty, can take the option of an automatic penalty and need not attend the Judiciary. (Refer Section 5.1)

22.2 Players sent off the field by the referee and who are not eligible for an early plea, or opt not to take an early plea, shall without further notice present themselves to

the Judiciary no later than 6:00pm on the Wednesday following the match in which the player was sent off the field.

22.3 Any player sent off the field shall be suspended until such time as his case has been considered by the Judiciary or dealt with under the automatic penalty provisions of the early plea agreement.

22.4 Any player not dealt with through an early plea agreement and who does not appear before the Judiciary within one month of being sent off will be de-registered, and his club may, at the discretion of the Judiciary, be fined \$500 and have an established offence recorded against it.

22.5 If and when a player de-registered under rule 22.4 does appear before the Judiciary, he will face the original charge for which he was sent off and also a charge of Misconduct, for which the recommended penalty ranges from two matches to seven matches. Any such suspension handed down by the Judiciary will commence from the date of the player's Judiciary appearance. The Judiciary will not take into account "time served".

22.6 Should a club member have an established offence recorded against him, his club will be fined \$100 (\$200 if the offence is abuse of a match official) without right of appeal, plus any other fines or penalties as the Judiciary may see fit to impose.

22.7 Should a player or an official of the player's club fail to appear or provide an explanation on or before Wed, the club shall be liable to a fine of \$100 without right of appeal, plus any other fines or penalties as the Judiciary may see fit to impose.

22.8 If the player intends to plead not guilty a signed statutory declaration will be required from the player.

22.9 At the Judiciary hearing, if present the player sent off will be required to respond to the charge. One club delegate may also respond to the charge on the player's behalf. The player may also respond through the presentation of objective evidence, which must be in the form of either an unedited video-recording of the incident or statutory declaration. A



maximum of 4 statutory declarations may be presented in relation to each alleged offence.

22.10 In any case where the Judiciary or Appeals Tribunal is required to consider a send off, the Judiciary or Appeals Tribunal may review the referee's decision and the circumstances surrounding it. In any such case the Judiciary or Appeals Tribunal shall not make a finding contrary to the referee's decision unless it is comfortably satisfied that the referee's decision was wrong.

## **22A. LIMITATIONS ON RIGHT OF APPEAL**

22A.1 No proceedings of the Judiciary or Integrity Committee shall be quashed or held invalid by reason only of any defect, irregularity, omission or other technicality provided there has been no miscarriage of justice.

## **23. TOLERABLE LEVELS OF ESTABLISHED OFFENCES**

23.1 Each Club shall have the following tolerable level of established offences. An established offence is an offence that has been found proven after a club member has been sent off the field or cited:

Seven Team Club	7
Six Team Club	6
Five Team Club	5
Four Team Club	4
Three Team Club	3
Two Team Club	2
One Team Club	1

23.2 In determining the number of teams per club, a Halligan Cup team will not be included in the team count, although an established offence can be incurred in the Halligan Cup.

23.3 Once a club reaches its tolerable level of established offences a written warning & \$50 fine will be sent to the club.

23.4 Fines will double for each further established offence above the tolerable level.

23.5 In addition to the progressive fine system, once a club has two established offences above the tolerable level, the club will be asked to meet with the Clubs, Competition and Rules Sub-Committee and will automatically lose one full round of

competition points, including club championship points.

23.6 For any further established offences the club will be asked to show cause why it should remain in the competition.

23.7 Any club that breaches its tolerable level will be placed on a financial bond for the following season.

## **24. MISCONDUCT OF MEMBERS, PLAYERS, OFFICIALS AND SPECTATORS OF AFFILIATED CLUBS**

24.1 Any member, player, coach, official or spectator of a NSWSRU club deemed to have committed an act of misconduct or behaviour unacceptable to the NSWSRU shall be liable to be dealt with by the Judiciary or the Integrity Committee or the Board as determined by the Executive Director.

## **25. APPEALS TRIBUNAL**

25.1 The Appeals Tribunal shall deal with all Club or individual appeals arising from Judiciary decisions.

25.2 Any appeals must be made in writing and lodged with the appropriate appeal fee as determined by the Board with the Executive Director within seven days of the original decision.

25.3 The Appeals Tribunal shall meet within 14 days of receipt of the notice of appeal at a time and place as directed by the Executive Director. At this time a complete rehearing of the case shall take place.

25.4 Pending the rehearing of the case all decisions appealed against remain operative.

25.5 Appeals shall be conducted by way of a rehearing. Where any question of fact arises on an appeal before the Appeals Tribunal, it shall be determined by reference to the record of proceedings before the Judiciary provided the Appeals Tribunal in its discretion may rehear the whole or any part of the evidence given before the Judiciary as it considers appropriate.

25.6 The Appeals Tribunal shall have full discretionary power to hear and receive such further evidence on an appeal as it thinks fit provided it is established that such evidence

was not, on reasonable inquiry, available at the time of the original hearing.

25.7 No proceedings of the Appeals Tribunal shall be quashed or held invalid by reason only of any defect, irregularity, omission or other technicality provided there has been no miscarriage of justice.

## **26. LODGING OF PROTESTS**

26.1 All protests arising from competition matches shall be lodged in writing with the Executive Director by the club wishing to protest and affirmed by the honorary Secretary or President of the protesting club no later than 5:00 PM on the third business day following the date of the match from which the protest arises.

26.2 If the protest has been lodged by the club within the time allowed under rule 26.1 the protesting club must also within that time supply to the club being protested against a copy of the protest.

26.3 The Executive Director may extend the time for lodging a protest provided the Executive Director is satisfied there are exceptional grounds for doing so. The decision of the Executive Director to grant or refuse an extension of time shall be final and not subject to review.

26.4 Where the club protesting does not fulfil the above requirements, then that club shall have no further right of protest.

26.5 Any protest lodged within the time allowed under rule 26.1 or the time as extended under rule 26.3 will be forwarded to the Judiciary at its earliest convened meeting.

## **27. CITING BY CLUBS**

27.1 When a club believes the conduct of an opposition club or club member is in breach of the laws of rugby or of the NSWSRU Competition rules then it may request that the opposition club or club member be cited to appear before the Union's Judiciary.

27.2 The NSWSRU citing process is as follows:

a) The citing club must complete the Union's citing request form. (Refer Sect 5.2)

b) The citing club must compile objective evidence. (Refer Sect 5.2)

c) The citing club must submit the citing request form and all objective evidence to the Union office no later than 5pm on the third business day following the match.

27.3 Upon receiving the citing request the Executive Director shall decide if it will proceed. If so, the citing process continues as follows:

a) All citing documentation and details of the Judiciary hearing will be forwarded to the club involved as soon as possible.

b) Upon receipt of the above information the cited club or cited person must respond within three business days - through a guilty plea, or if pleading not guilty, through the submission of objective evidence. Failure to respond within the required timeframe will incur an automatic suspension until such time as the citing is heard. (Refer Sect 5.3)

c) The cited person and/or club must be present at the Judiciary hearing. Failure of the cited person to appear will incur suspension until such time as the person does appear.

d) The Executive Director may also compel the citing club to be present at the Judiciary hearing. Failure of the citing club to appear when requested will incur a \$100 fine.

27.4 The Executive Director may extend the deadline for lodging and responding to a citing provided there are exceptional grounds for doing so. Such a decision shall be final and not subject to review.

27.5 In a citing, when the Judiciary or Appeals Tribunal considers an incident ruled on by the referee, it shall not make a contrary finding unless it is comfortably satisfied the referee's decision was either inappropriate or wrong.

27.6 In a citing, when the Judiciary or Appeals Tribunal considers an incident not ruled on by the referee, it shall not impose any penalty unless it is comfortably satisfied that the allegation is proved.

27.7 A cited player can continue playing whilst the Judiciary determines a finding.

27.8 Should a club member have an established offence recorded against them after being cited the club will be fined \$100

without right of appeal, plus other fines or penalties as the Judiciary sees fit to impose.

27.9 If either party involved in the citing wishes to appeal the Judiciary's decision, the appeal will be heard by the Appeals Tribunal of the Union. The cited person and/or club must appear before the Appeals Tribunal for such an appeal. Failure of the cited party to appear before the Appeals Tribunal will cause the appeal to be dismissed and the appeal fee to be forfeited. The Executive Director may also compel the citing club to be present at the Appeals Tribunal. Failure of the citing club to appear when requested will cause the appeal to be upheld.

## **28. CITING BY UNION OFFICIALS**

28.1 Members of the Judiciary, members of the Union's Board, the Executive Director, members of the Union's staff, or match officials may at their discretion cite an affiliated club or club member on an alleged breach of the Laws of the Game, and/or Code of Conduct, and/or Competition Playing Rules.

28.2 A citing by any of the persons noted in Rule 28.1 can be carried out at any time.

28.3 The cited club or club member will be required to appear before the Judiciary, or if deemed necessary, before the Union's Board as directed by the Executive Director.

28.4 Citings by Union officials that proceed to the Judiciary will follow the same procedures as set down in rules 27.3(c) to 27.8 and in section 5.3, however rulings emanating from a citing dealt with by the Board are not appealable to the Appeals Tribunal.

## **29. DISQUALIFIED, UNQUALIFIED OR SUSPENDED PLAYERS**

29.1 It shall be the responsibility of each club to ensure that no disqualified, unqualified or suspended person or team takes part in any match for it.

29.2 Where an opposing team or club believes that prior to the commencement of a match a team is in breach of rule 29.1, it shall be their responsibility to bring the

matter to the attention of the opposing captain.

29.3 Where an opposing team or club believes there has been a breach of rule 29.1, it shall take appropriate action available in regard to protests after the match as detailed in rule 26.

29.4 A club found guilty of breaching rule 29.1 will be liable for loss of competition points, and/or suspension from the competition, and/or a fine.

29.5 A player found to be playing whilst suspended, disqualified or unqualified will be liable for a further suspension or expulsion from the competition.

29.6 Any disqualified or suspended person is banned from rugby in any match situation; including as a player, coach, manager, medical person, water runner, referee or assistant referee during their period of disqualification or suspension.

## **30. MATCH RESULTS AND TEAM LISTS**

30.1 Team lists and match scores shall be recorded and submitted using the Fusesport App.

30.2 Team lists and match scores must be submitted within 30 minutes of the end of each match.

30.3 Failure to comply with Rule 30.1 and/or Rule 30.2 shall incur a \$100 fine without appeal for each offence.

30.4 Should a club be found guilty of more than two breaches of the match result and team list rules, it shall become liable for a loss of competition points for the third and subsequent offences.

## **31. COLTS**

31.1 Those players under 21 years of age on 1 January of the year of the competition, shall be eligible to play in a NSWSRU U'21 Colts competition.

## **32. SPECTATOR AND GROUND CONTROL**

32.1 This rule should be read in conjunction with rule 16.

32.2 Where a fully enclosed playing arena is being used for a match, the host

club shall ensure that the spectators remain outside the playing arena.

32.3 Where the playing arena is not fully enclosed, the host club shall provide ropes or barriers for the control of spectators, erected a minimum distance of five metres from each touch line, or where not possible, as far from the touch line as practicable.

32.4 To ensure the effectiveness of ropes, clubs shall set supporting stakes on both sides of the playing field to avoid spectators encroaching onto the field of play.

32.5 Notwithstanding the requirements of the playing rules, home clubs shall ensure that, with the exception of three persons attending to the players on the field, all other persons including coaches, shall remain outside the playing area bounded by the ropes or enclosure. Such approved persons must wear the bibs provided. Team coaches are prohibited from being one of the three persons attending to players on the field.

32.6 The referee may elect to abandon or not start a match where the above criteria have not been met. In the event of such action taken by the referee, the host club shall be deemed to have forfeited the match.

32.7 Failure to comply with this rule will result in a fine of \$100 for each offence, without right of appeal.

32.8 Each club shall be responsible for the control and behaviour of its players, members and club affiliates, and ensure they comply with the Union's Code of Conduct.

### **33. PLAYING UNIFORMS**

33.1 It is the responsibility of each club to ensure that its players appear in its club's uniform, that is, jersey, shorts, long socks of the club colours, and boots or shoes.

33.2 Jerseys shall be numbered with no duplication on the playing field at any time.

33.3 When a clash of colours occurs the away club shall adopt alternative jerseys. During a finals series match the team finishing lower on the competition table will adopt alternative jerseys.

33.4 It shall be the duty of the opposing clubs and/or referees to report any infringement of these rules which will carry

a fine of \$100 for each occasion, without the right of appeal.

### **34. FOOTBALLS**

34.1 It shall be the responsibility of the home Club to provide three serviceable match quality footballs for every match in progress.

34.2 The extra footballs shall be on each touch line for the duration of the match to avoid time loss when the match ball goes out of play.

34.3 It shall be the duty of opposing clubs and/or referees to report any infringement of rule 34, which will carry a fine of \$100, without right of appeal for each infringement.

### **35. REPRESENTATIVE PLAYERS**

35.1 If opposing teams have a difference of two or more first grade players involved in the representative team, either as a player or reserve for a weekend fixture (including Fridays), then either club may apply to the Executive Director for its first grade fixture to be rescheduled to the next wet weather weekend. If the next wet weather weekend is unavailable, or subsequently becomes unavailable, the postponed first grade fixture will be played on the Sunday a week hence (i.e. 15 days after it was scheduled).

35.2 When a first grade fixture is rescheduled under this rule, each club involved will submit its proposed first grade team in advance to the Union for approval. Those players so approved as bona fide first grade players will be ineligible to play on the weekend in question.

35.3 Any player who makes themselves available for, and is selected in, the final 22 or 23 man playing squad and who subsequently becomes unavailable, will be ineligible to play for their club on the corresponding weekend.

### **36. FINALS SERIES**

36.1 At the conclusion of the minor premiership in each grade, with the exception of the Halligan Cup, the Union will run a suitable finals series applicable to

the size of each competition to determine the premier of each Cup.

36.2 Ties on competition points shall be resolved in the first instance in favour of the team with the greater number of wins. Should a tie remain it shall be broken in favour of the team with the least number of losses. Should a tie remain it shall be broken in favour of the highest positive difference between actual points scored “for” and points scored “against”. Should a tie remain, it shall be broken in favour of the team with the highest points scored “for”. If the tie remains unbroken, a play-off shall be conducted for major or minor semi-final place.

36.3 A player shall only be eligible to play in a semi-final, final or grand final if he has played in at least two minor premierships rounds for his club. In addition, a player shall not be eligible to play in a semi-final, final or grand final in any grade lower than the grade in which he has played the majority of his last seven minor premierships matches.

36.4 If a player does not qualify for a particular grade under rule 36.3, dispensation will be granted if the player has played two thirds of his season in the grade (or lower) in which he wishes to play.

36.5 If a club qualifies for the final series in consecutive grades on the same day, then open selection may apply within those grades. Open selection means the club can select its teams for the final series “on merit” provided:

- a) All selected players are registered as per the competition rules and;
- b) All selected sides are declared (subject to injury, judiciary hearings, etc.) to the Union office, no later than 12pm on the Tuesday before the semi-final, final or grand final and;
- c) Once open selection is broken during the course of the finals, a player can continue to play in the grade he last started in, or higher. He may only be selected for a lower grade if he has played the majority of his last seven minor premierships matches in that lower grade as per rule 36.3.

36.6 For eligibility purposes, U21 Colts is considered to be equivalent to 3<sup>rd</sup> Grade, except that for an U21 colt to be selected in a 4<sup>th</sup> or 5<sup>th</sup> grade team under open selection the club’s U21 colts team must be playing on the same day.

36.7 If a player starts in two or more matches in the same day, the highest grade shall be considered his playing grade for that match. If a player acts only as a substitute or replacement in two or more matches in the same day, the highest grade shall be considered his playing grade for that match.

36.8 A player registered with the NSWSRU within four rounds of the end of the minor premierships of that competition shall not be eligible to play in a semi-final, final or grand final.

36.9 Requests for dispensation regarding eligibility for the final series shall be made in writing to the Union office prior to each match for which dispensation is sought.

36.10 Clubs shall have the right to appeal to the Clubs, Competition & Rules Sub-Committee in regard to any decision made by the Executive Director with respect to player dispensation. The appeal shall be lodged within twenty four hours of the decision being made.

36.11 Contravention of rules 36.3 to 36.8 will bring expulsion from the finals series for the infringing player’s team.

36.12 All clubs in the finals series shall complete a separate player eligibility list for each grade. All eligibility lists shall be submitted to reach the Executive Director by 12:00pm on the Tuesday prior to a semi-final, final or grand final match.

36.13 In a team for a semi final, final or grand final there must be sufficient front row players (i.e. 6 players) to play at hooker, tight-head prop and loose-head prop who are suitably trained and experienced to ensure that on the first occasion that a replacement in each front row position is required, the team can continue to play safely with contested scrums. In the lowest grade in each division and colts there must be five players who can play in the front row to ensure that on the first occasion that a replacement hooker is required, and on the

first occasion that a replacement prop forward is required, the team can continue to play safely with contested scrums. Contravention of this rule will bring an automatic forfeit.

36.14 In the event of a draw at the conclusion of allotted time:

a) In semi-finals the team which finished highest on the competition ladder of the minor premierships shall be declared the winner.

b) In finals the team which finished highest on the competition ladder of the minor premierships shall be declared the winner.

c) In a grand final extra time shall be played consisting of two extra periods of ten minutes each. There shall be no interval between each extra time period. The teams shall play the first period of extra time in the opposite direction to that which they were playing at the end of the scheduled time. At the end of the first period of extra time the teams will again change playing ends. If the tie still remains then the teams shall be declared joint premiers.

36.15 If a finals match is abandoned (see Rule 11) the team which finished highest on the competition ladder of the minor premierships shall be declared the winner. If a grand final match is abandoned the teams shall be declared joint premiers.

36.16 Teams qualifying for the finals series shall provide for each match:

a) One official to act as scrutineer for signing-on players for the match.

b) Two match quality footballs at the time of registration, which shall be twenty minutes before the advertised kick-off time.

36.17 For each Finals series match the NSWSRU shall appoint a ground marshal.

36.18 Only registered NSWSRU players shall be eligible to play in the finals series.

36.19 All players participating in final series matches shall produce as proof of identity a current government issued identification document, clearly showing the player's name, date of birth and photo. No other form of photo identification will be accepted. The player's name and date of birth shall match those that appear on the official NSWSRU registration list as

supplied by the Union office. Players who do not provide photo identification prior to a final series match must provide proof of identification to the Union Office no later than 12pm on the next business day. Failure to do so may result in the previous match being forfeited.

36.20 All clubs should check that all their registered players appear on the registered players list supplied by the Union during the course of the year. This is the responsibility of each club.

36.21 Each Colts player will be required to show photo identification with proof of age at all Colts matches during the Finals Series.

36.22 Injury time shall be played in all finals series matches.

36.23 Any player temporarily suspended will remain with the ground marshal who will keep the time. No player is permitted to return to the field until the referee has given the player permission to do so.

36.24 Fresh replacements may be used in all finals series matches subject to eligibility rule 36.3. The replacement player shall report to the ground marshal.

36.25 Each club may have a maximum of three people responsible for attending to the players on the field. Team coaches are prohibited from being one of the three persons attending to players on the field. The three people attending to players on the field shall be allowed inside the roped enclosure but shall remain five metres back from the touchline, or where this is not possible, as far from the touchline as practicable, when not attending to players on the field. They must wear the coloured bibs supplied by the NSWSRU. All other persons, including coaches and reserves, shall remain outside the playing arena.

### **37. CONTRAVENTION OF RULES**

37.1 Contravention of any of the Competition Playing Rules will be dealt with by the Board, the Judiciary, the Appeals Tribunal, or the Union Staff, as may be appropriate. Clubs and/or individuals in contravention of these rules are liable to:

- a) be expelled or suspended from the Union and its competitions
- b) be fined and/or placed on a bond
- c) suffer relegation and/or loss of competition points in the current or future seasons
- d) suffer any other penalty that the Board or Judiciary may see fit to impose.

**38. ALTERATION OF RULES**

38.1 The Board shall have the power to amend, alter or interpret these competition rules from time to time as necessary.

38.2 Changes to the Competition Playing Rules shall be advised to all clubs in writing by the Union.



# **SECTION 3**

# **AMATEUR STATUS**



## CONTENTS

- 3.1 Amateur Status
- 3.2 Definition and Exemptions
- 3.3 Restrictions on Player Registration
- 3.4 Code of Conduct & Participation Agreement
- 3.5 Penalties
- 3.6 Integrity Committee Procedures
- 3.7 Forms:
  - Education Assistance Declaration
  - Accommodation Assistance Declaration
  - Breach of Amateur Policy Complaint Form

### **3.1 NSW Suburban Rugby Union Amateur Status**

All NSW Suburban Rugby Union competitions have been declared amateur since 2015.

The payment of players is prohibited and penalties will be applied for any breach of the amateur status.

The NSWSRU Integrity Officer and Integrity Committee are responsible for ensuring all clubs and players are compliant with the Union's Amateur Policy. The Integrity Officer will chair the Integrity Committee.

Any complaints concerning an individual and/or club breaching the Union's Amateur Policy should be forwarded to the Integrity Officer via the complaint form in Section 3.7. Where possible, complaints should include corroborating documents and/or statutory declarations. Whilst anonymous complaints will NOT be accepted or investigated, a complainant's confidentiality will be respected if requested.

This section of the Union's Operations Manual details the Amateur Policy, and the Integrity Committee procedures surrounding it.

It is also available online at: [www.rugby.net.au](http://www.rugby.net.au)

### 3.2 Definition and Exemptions

The payment of Suburban Rugby Union players is prohibited.

There can be no cash inducement or incentive given to play for a Suburban Rugby Club.

#### Definition

An Amateur is one who does not receive or agree to receive, either directly or indirectly, any remuneration or reward whatsoever (whether by match payments or expenses or otherwise) in respect to their participation as a player in the NSW Suburban Rugby Union.

	<b>Permissible</b>	<b>Not Permissible</b>
<b>Employment</b>	Clubs may assist with or facilitate full or part time employment for a player, provided the conditions of the employment are consistent with current commercial practices.	Employment cannot be dependent on playing for the club.
<b>Coaches, Officials</b>	Non-playing coaches may be remunerated. Non-playing club administrators, canteen workers, etc, may be remunerated. <i>Qualified</i> physios or doctors who are remunerated by their club may play.	Playing coaches, playing club officials or administrators, and playing club workers cannot be remunerated.
<b>Expenses</b>	Costs directly associated with playing for the club (e.g. out of pocket injury expenses, insurance top-ups), provided these are available to all players.	Any expenses not directly associated with playing for the club, including services in kind (e.g. landscaping, professional services, travel expenses) cannot be paid.
<b>Awards</b>	Players may receive non monetary awards relevant to match day performance. The value of such awards cannot exceed \$100.	Cash prizes, of any amount for any reason, cannot be given to players.
<b>Education Assistance</b>	Clubs may spend a max of \$6K/season on the education assistance of colts eligible players (U21). No individual player may receive more than \$2K/season. Such assistance may be given to a max of six players. Such assistance is only payable to a recognized educational or training institution, and must be notified to the Union.	Education Assistance money cannot be paid directly to players.
<b>Accommodation Assistance</b>	Accommodation assistance lasting no longer than four weeks each may be given to a max of four players.  Such assistance is only payable to a landlord or equivalent, and must be notified to the Union even if no money changes hands.	Rent money cannot be paid directly to players.
<b>Club Subscriptions</b>	Any club subscription must be a bona fide fee for club membership, but clubs are free to set the level of those subscriptions, including discounts to particular groups or individuals.  Third parties may pay a player's club subscription.	

### 3.3 Restrictions on Player Registration

The Union's amateur policy includes restrictions on who may be registered for Suburban Rugby competitions:

<p>All players registered in NSWSRU competitions must be amateur players.</p>
<p>No player having held a professional rugby union contract in the previous or current calendar year may be registered for Suburban Rugby competitions.</p> <p>Dispensation may be requested via the Integrity Committee.</p>
<p>No player having played in the Australian National Rugby Championship (NRC) in the previous calendar year may be registered for Suburban Rugby competitions.</p> <p>Dispensation may be requested via the Integrity Committee.</p> <p>Players named in the NRC <i>in the current calendar year</i> will be automatically and immediately deregistered from Suburban Rugby competitions.</p>
<p>Players <i>last</i> registered overseas must apply to the Union for permission to register.</p> <p>Clubs will only be granted permission for three such players in any one season.</p> <p>Dispensation may be requested via the Integrity Committee.</p>
<p>Any player having played in the Shute Shield (1st grade) competition of the Sydney Rugby Union in the previous or current calendar year must apply to the Union for permission to register.</p> <p>Dispensation may be requested via the Integrity Committee.</p>

### **3.4 Code of Conduct and Participation Agreement**

Clubs should take note of the wording of the Union's Code of Conduct and Participation Agreement as it refers to the Union's Amateur Status.

Clubs should also take note of the officials required to sign the Code and Agreement PRIOR to any club being graded in a NSWSRU competition.

Players should take note of the wording of the player registration form and the questions therein, as previous rugby experience may disqualify them from Suburban competitions.

#### **NSW SUBURBAN RUGBY UNION CODE OF CONDUCT**

The Code of Conduct for clubs, players, members, coaches, managers, committee members, officials, supporters, sponsors and any other person associated with a NSWSRU Club, is to be read in conjunction with the Constitution and the Competition Playing Rules of the New South Wales Suburban Rugby Union Inc (NSWSRU).

Your club and its prescribed officials must sign and return the Code of Conduct and the Competition Participation Agreement before it will be allowed to play in a NSW Suburban Rugby Union competition:

1. A player, member, coach, manager, committee member, official, supporter or spectator, sponsor, or any other person associated with a NSWSRU Club, shall not at any time act in a manner detrimental towards the game of rugby union.
2. NSWSRU Clubs shall take all reasonable steps to ensure that players, members, coaches, managers, committee members, officials, supporters or spectators do not act in a manner detrimental towards the game or spirit of rugby union.
3. During the course of or after a match under the jurisdiction of the NSWSRU, a player, member, coach, manager, committee member, official, supporter or spectator, sponsor, or any other person associated with a NSWSRU Club, shall not abuse or address a referee or assistant referee in insulting terms, or act in a provocative manner towards a referee or assistant referee.
4. NSWSRU Clubs, players, members, coaches, managers, committee members, officials, supporters or spectators, sponsors, and any other person associated with a NSWSRU Club, shall adhere to the amateur status of NSWSRU, and will not accept, or entice others to accept, any remuneration or reward whatsoever in respect to participation as a player in the NSWSRU.

The following persons have read the above Code of Conduct and agree to be bound by this code:

<b>Position</b>	<b>Name</b>	<b>Signature</b>	<b>Date</b>
President			
Secretary			
Treasurer			
Club Coach			
1 <sup>st</sup> Grade Coach			

## **NSW SUBURBAN RUGBY UNION COMPETITION PARTICIPATION AGREEMENT**

A club participating in the NSW Suburban Rugby Union competition, in consideration of the NSW Suburban Rugby Union permitting it to participate in such a competition in the year 2018, hereby acknowledges and undertakes as follows:

1. That it will at all times be bound by the provisions of the Constitution, the Code of Conduct and by the Competition Playing Rules of the NSW Suburban Rugby Union, and this agreement made hereunder.
2. That it will at all times accept, subject to the Appeals provisions provided for in the Union's Constitution, the decisions of the Board of the NSW Suburban Rugby Union or any standing Committee or Sub-Committee thereof.
3. That it will not permit any player to play for it in the competition above referred to who is not registered with NSW Suburban Rugby Union as referred to in Article 14 of the Union's Constitution and in accordance with Rule 4 of the Union's Competition Playing Rules.
4. That if any player, member, coach, manager, committee member, official, supporter or spectator, sponsor, or any other person associated with a NSWSRU Club, is suspended or expelled by NSW Suburban Rugby Union it will cease to utilize such person as the case may be during the period of suspension or expulsion from the date of such suspension or expulsion.
5. That it will at all times be bound by the Union's Amateur Status and not permit any player to receive, either directly or indirectly, any remuneration or reward whatsoever (whether by match payments or expenses or otherwise) in respect to their participation as a player in the NSW Suburban Rugby Union.
6. That its members, coaches, managers, committee members, officials, supporters or spectators, sponsors, or any other person associated with the Club, will not entice any player to receive, either directly or indirectly, any remuneration or reward whatsoever (whether by match payments or expenses or otherwise) in respect to their participation as a player in the NSW Suburban Rugby Union.

The following persons have read the above Competition Participation Agreement and agree to be bound by this agreement:

<b>Position</b>	<b>Name</b>	<b>Signature</b>	<b>Date</b>
President			
Secretary			
Treasurer			
Club Coach			
1 <sup>st</sup> Grade Coach			

### **3.5 Penalties for Breach of Amateur Status**

In relation to the Union's Amateur Status, Clubs can and will be held liable for the actions of their players, members, coaches, managers, committee members, officials, sponsors, supporters and any other person associated with the Club.

If a Club, and/or any of its players, members, coaches, managers, committee members, officials, sponsors and supporters, or any other person associated with the Club, is found by the Integrity Committee to have breached the conditions relating to Amateur Status, the penalty to be imposed shall be determined by the Integrity Committee, or in the case of suspension or expulsion of a Club, by the Board.

Such penalty may comprise any or all of the following:-

1. In relation to a club-
  - i) Loss of points earned in the games played while the Club was so in breach;
  - ii) Relegation of the Club up to two divisions for the following season;
  - iii) Loss of premiership points for the following season;
  - iv) A fine; or
  - v) Suspension from any or all minor premiership or finals matches in a season or seasons.
2. In relation to an individual –
  - i) Refusal of registration, or de-registration;
  - ii) Suspension for such period as the Integrity Committee deems appropriate.

Provided that, if a club or individual voluntarily admits that it or he has breached such conditions, the Integrity Committee or Board may, in their discretion, determine that no penalty be imposed.

### **3.6 Integrity Committee Procedures**

#### **Amateur Status**

The Board shall from time to time determine and fix player eligibility conditions, policies and rules, which shall be defined as those conditions relating to Amateur Status.

#### **Integrity Committee**

The Board shall appoint each year an independent committee known as the Integrity Committee whose role it is to report and adjudicate on matters concerning breaches of Amateur Status.

#### **Integrity Officer**

The Board shall appoint each year an Integrity Officer, who will be Chairman of the Integrity Committee.

#### **Conduct of Investigations/Hearings**

The Integrity Committee may at any time investigate (formally or informally) any matter relating to Amateur Status.

A Club or any other person is required to fully cooperate with the Integrity Committee in the course of an investigation and/or hearing.

The Integrity Committee is permitted to conduct an investigation in such manner as it thinks fit and may obtain information as it thinks fit, including but not limited to requiring a Club or any other person to produce any documents relevant to matters under investigation (whether in their possession, custody or control), or to answer any questions asked by the Integrity Committee.

No Club or person is to provide false or misleading information during the course of an investigation and/or hearing.

A failure to comply with the above Rules may constitute conduct contrary to the rules relating to Amateur Status and the Integrity Committee and/or Board may impose any penalty as it sees fit.

Hearings before the Integrity Committee are to be heard by no less than two (2) members of the Committee.

Acting in concert with the Integrity Committee, the Executive Director shall send a written notice to the Club or any person(s) setting out the following:

- (a) The details of the Integrity Committee hearing;
- (b) The alleged breach of the conditions of Amateur Status (if applicable);
- (c) The consequences that may arise if the club and/or individual fails to appear at the hearing;
- (d) The consequences that may arise if it is found that a breach has occurred.

In conducting a hearing the Integrity Committee:

- (a) must determine the matter without bias;
- (b) must give the Club or persons appearing before the hearing a fair hearing and otherwise observe the rules of procedural fairness;
- (c) is not bound by rules of evidence;
- (d) may inform itself of any matter it sees fit;
- (e) shall determine the procedure of the hearing; and
- (f) is to conduct the hearing with as little formality and technicality as possible, having regard to these rules and the matters before the Integrity Committee.

A Club or any persons appearing before the Integrity Committee may be legally represented.

The Integrity Committee will provide reasons for its decision.

The Integrity Committee shall be permitted to adjourn the hearing of any matter from time to time and deal as it deems fit with any player or club found by the Committee to have given false or



misleading evidence to it thereto or any player or club failing without reasonable excuse to attend at any hearing of the Integrity Committee.

Nothing in these Rules precludes the ability of the Board to refer a matter directly to the Integrity Committee for investigation and adjudication.

### **Decisions and Appeals Process**

Decisions of the Integrity Committee, other than those relating to the suspension or expulsion of a club, will take immediate effect and shall without delay be reported to the club or individual affected.

Any club or individual penalised or adversely affected by a decision of the Integrity Committee, other than those recommendations relating to the suspension or expulsion of a club, shall be entitled to appeal to the Union's Board.

Any appeal of an Integrity Committee decision to the Board must be made in writing and lodged with the appropriate appeal fee as determined by the Board with the Executive Director within seven days of the original decision.

Pending the rehearing of the case all decisions appealed against remain operative.

Decisions of the Integrity Committee in relation to the suspension or expulsion of a club will take the form of a recommendation to the Board. Once an Integrity Committee recommendation relating to the suspension or expulsion of a club is ratified, or otherwise, by the Board, the Board's decision shall without delay be reported to the club affected.

Any club suspended or expelled shall be entitled to appeal to a special general meeting of the Union under Article 10.9(c) of the Union's constitution.

**3.7 Amateur Policy Forms**

**NSW SUBURBAN RUGBY UNION  
EDUCATION ASSISTANCE DECLARATION**

<b>Education Assistance</b>	<p>Clubs may spend a max of \$6K/season on the education assistance of colts eligible players (U21).</p> <p>No individual player may receive more than \$2K/season.</p> <p>Such assistance may be given to a max of six players.</p> <p>Such assistance is only payable to a recognized educational or training institution, and must be notified to the Union.</p>	<p>Education Assistance money cannot be paid directly to players.</p>
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Player's Name	DOB	Exact Nature of Assistance (including details of payee)	Value of Assistance

I have read the NSW Suburban Rugby Union Amateur Policy and certify the above information is accurate and complete. We understand that incorrect information could breach the player's amateur status and result in suspension or deregistration for the player and/or penalties applied to the club.

Name: ..... Position: ..... Date: .....

Signature: .....

Return form to: [nswsru@rugby.net.au](mailto:nswsru@rugby.net.au)

## NSW SUBURBAN RUGBY UNION ACCOMMODATION ASSISTANCE DECLARATION

<b>Accommodation Assistance</b>	Accommodation assistance lasting no longer than four weeks each may be given to a max of four players. Such assistance is only payable to a landlord or equivalent, and must be notified to the Union even if no money changes hands.	Rent money cannot be paid directly to players.
---------------------------------	---	--

Player's Name	Exact Nature of Assistance (including details of payee)	Value of Assistance

I have read the NSW Suburban Rugby Union Amateur Policy and certify the above information is accurate and complete. We understand that incorrect information could breach the player's amateur status and result in suspension or deregistration for the player and/or penalties applied to the club.

Name: ..... Position: ..... Date: .....

Signature: .....

Return form to: [nswsru@rugby.net.au](mailto:nswsru@rugby.net.au)

NSW SUBURBAN RUGBY UNION  
BREACH OF AMATEUR POLICY COMPLAINT FORM

1. CLUB ALLEGEDLY IN BREACH: .....

2. PLAYER ALLEGEDLY IN BREACH: .....

3. Name of Complainant: .....

4. Describe precisely the grounds on which the complaint is being made and outline how the conduct complained against breaches the NSWSRU Amateur Policy:

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

5. I agree that the details above are true and correct to the best of my knowledge.

Signed: .....

6. Complaint Checklist

Have you provided the following?:

This form  
 properly filled out and signed

Your objective evidence  
 statutory declarations  
 corroborating documents

Return form to: [nswsru@rugby.net.au](mailto:nswsru@rugby.net.au)



# **SECTION 4**

# **MATCH DAY OPERATIONS & ARU POLICIES**

## **CONTENTS**

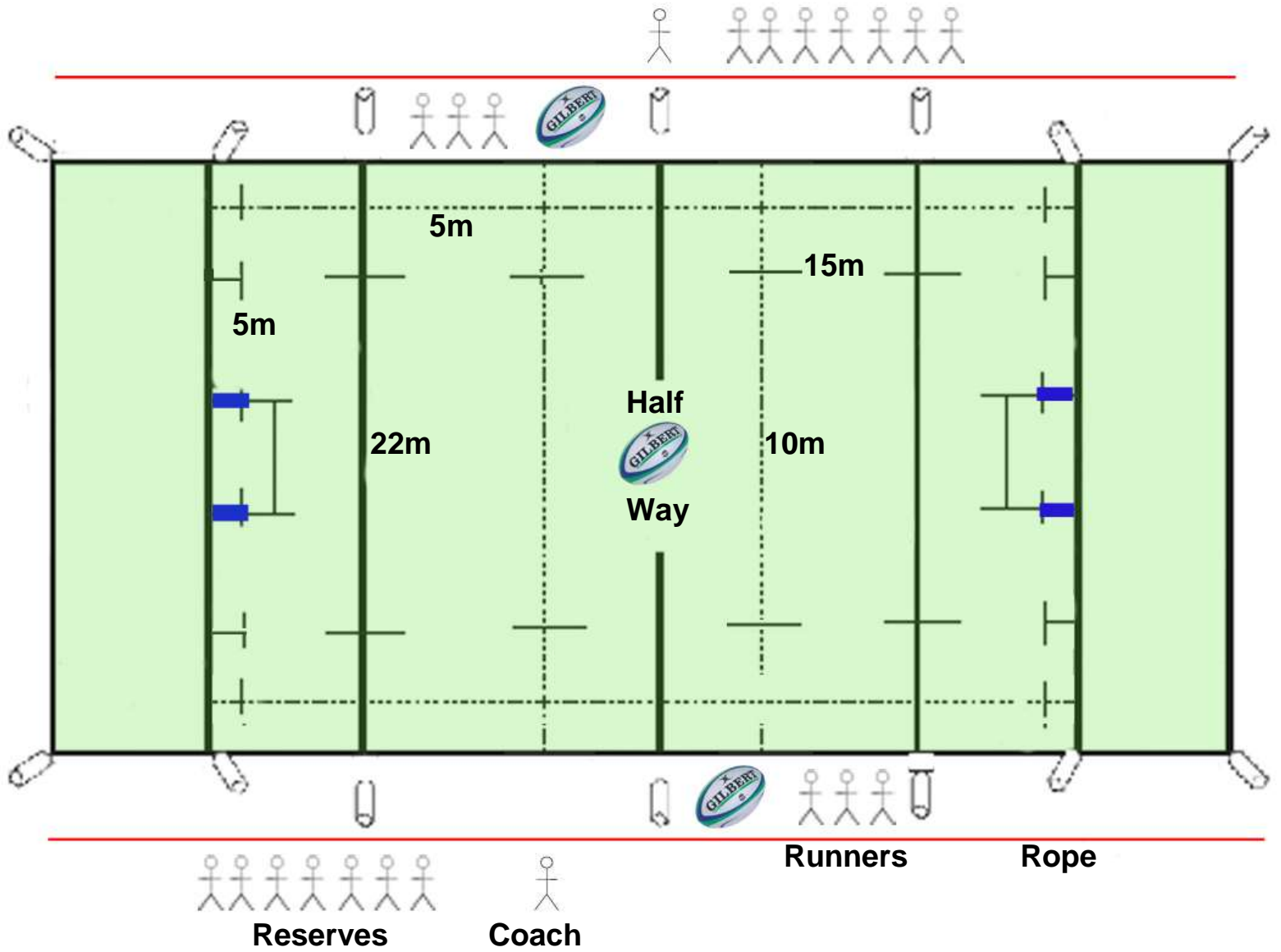
- 4.1 Home Club Match Day Operations
- 4.2 Field Set-Up
- 4.3 Visiting Club Match Day Operations
- 4.4 Rolling Substitutions Procedure
- 4.5 Medical & Safety Recommendations
- 4.6 Senior Rugby Policy & Consent Forms
- 4.7 Referee Assessment Sheet

## 4.1 Home Club Match Day Operations

Home Clubs have many responsibilities on match day. Provided in this section is a checklist for Match Day Operations for Home Clubs:

- Field of Play:
  - Lines properly marked, including 10m kick-off and 5m & 15m throw-in lines
  - Hazards (sprinklers, cricket pitches) properly covered
  - Flags, corner posts, goal post pads in place
  - Field of Play roped off
  
- Facilities:
  - Both change-rooms clean & tidy
  - Sufficient hot water available
  - Male & Female toilets available, clean and properly stocked
  
- First Aid:
  - Stretcher readily accessible
  - Ascertain ambulance access
  - First Aid kit stocked and readily accessible
  - Ice for injuries available to both clubs
  - Doctor or qualified first-aid person in attendance
  - Emergency contact numbers for nearest hospital, doctor, etc.
  
- Match Officials:
  - Ground Marshal wearing red bib and accessible on sideline for all matches
  - Accredited club Touch Judge provided for each match
  - Recommended that a SmartRugby qualified club referee be on standby
  - Referees welcomed & offered food, drink & invited to post-match function
  
- During the Match:
  - Three match-quality footballs available at all times during all matches
  - Three team runners only to enter Field Of Play (FOP). They must wear bibs.
  - Coaches, managers & reserves behind rope
  - Sin-binned players must leave the FOP and remain under the direct control of the Ground Marshal for the full 10 minutes
  - Reserves only to enter FOP after reporting to TJ & referee signals his permission
  
- Team Manager:
  - Accurately completes team lists & match scores (incl. sin bins) on Results App.
  - Ensures only registered players take the field
  
- After the Match:
  - Final result is submitted via the Results App within 30min of the end of match
  
- Be Good Hosts:
  - You must contact your opposition club in the week leading up to the match
  - Provide a well stocked canteen throughout the day
  - Invite the visiting team to your post-match function

## 4.2 Field Set-Up





### 4.3 Visiting Club Match Day Operations

Visiting Clubs also have responsibilities on match day. Provided in this section is a checklist for Match Day Operations for Visiting Clubs:

- Match Officials:
  - Ground Marshal wearing red bib and accessible on sideline for all matches
  - Accredited club Touch Judge provided for each match
  - Recommended that a SmartRugby qualified club referee be on standby
  
- During the Match:
  - Three team runners only to enter Field Of Play (FOP). They must wear bibs.
  - Coaches, managers & reserves behind rope
  - Sin-binned players must leave the FOP and remain under the direct control of the Ground Marshal for the full 10 minutes
  - Reserves only to enter FOP after reporting to TJ & referee signals his permission
  
- Team Manager:
  - Accurately completes team lists & match scores (incl. sin bins) on Results App.
  - Ensures only registered players take the field
  
- After the Match:
  - Final result is submitted via the Results App within 30min of the end of match
  
- Be Good Guests:
  - Do not bring alcohol into your host's ground
  - Leave your area and change-room tidy and free of rubbish
  - Accept the hospitality of the Home Club and attend the post-match function

### 4.4 Procedure For Rolling Substitutions

Sequentially numbered substitution cards indicating Home 1 - 8 and Away 1 - 8 will be provided by the Union to all teams.

Each team will then be responsible for providing its own supply of cards for each match.

As each substitute takes to the field he shall hand the appropriate substitution card in the correct sequence to the referee. There is no requirement to record or write anything on the substitution card. The correct sequentially numbered card is simply handed over.

The referee shall receive and retain the cards during the match and shall monitor each team's use of its substitutes. The referee is not required to record any information but shall simply retain the submitted cards until after the end of the match. The cards shall not be returned to the appropriate team until the referee is satisfied of the final number of substitutes used by each team.

The teams will be aware of the number of permitted substitutions still remaining from the number of cards they still hold.

#### **4.5 RUGBY AUSTRALIA SAFE PRACTICES**

##### **CONCUSSION MANAGEMENT – GUIDANCE & PROCEDURE**

[www.rugbyaustralia.com.au/runningrugby/PolicyRegister/ConcussionProcedureManagement](http://www.rugbyaustralia.com.au/runningrugby/PolicyRegister/ConcussionProcedureManagement)

##### **MEDICAL & SAFETY GUIDELINES**

<http://www.rugbyaustralia.com.au/Portals/33/Running%20Rugby/Safe%20Practices/Rugby%20Australia%20Medical%20and%20Safety%20Guidelines.pdf>

#### **4.6 SERIOUS INJURY REPORT & PROTOCOL**

[www.rugbyaustralia.com.au/runningrugby/Insurance/SeriousInjuryProtocol.aspx](http://www.rugbyaustralia.com.au/runningrugby/Insurance/SeriousInjuryProtocol.aspx)

Note, all Rugby Australia policies, procedures & guidelines can be found at the link:

##### **POLICY REGISTER**

[www.rugbyaustralia.com.au/runningrugby/PolicyRegister.aspx](http://www.rugbyaustralia.com.au/runningrugby/PolicyRegister.aspx)

#### 4.7 Referee Assessment Sheet

Clubs can use this form to assess a referee's performance. A copy of the assessment will be given to the NSW Rugby Referee Manager.

### **NSWSRU REFEREE ASSESSMENT SHEET**

HOME TEAM \_\_\_\_\_ AWAY TEAM \_\_\_\_\_

ROUND \_\_\_\_\_ DATE \_\_\_\_\_ DIVISION \_\_\_\_\_ GRADE \_\_\_\_\_

Rate the match referee on the criteria below (1 = excellent, 2 = good, 3 = satisfactory, 4 = poor, 5 = unsatisfactory) by placing a number in the boxes. Write additional comments in the space provided and return to NSWSRU: [tim@rugby.net.au](mailto:tim@rugby.net.au) Fax: 9323 3477

	Foul Play	Communication with players	Overall consistency	Advantage played	Fitness level	Overall performance
Comments:						
Referee's name:						
Club official's name & contact details:						



# SECTION 5

# JUDICIARY

## CONTENTS

- 5.1            Judiciary Procedures
  - Players Eligible for an Early Plea
  - Players Ineligible for an Early Plea
  - Players Failing to Appear at Judiciary
  - Players With Unsatisfactory Discipline Records
  
- 5.2            Practice Directions for a Citing Club
  - Sample Citing Request Form
  - Sample Statutory Declaration
  
- 5.3            Practice Directions for a Cited Club or Player
  
- 5.4            Recommended Penalties

## SECTION 5: JUDICIARY

### 5.1 Judiciary Procedures

Once a player is sent off:

The club will receive a copy of the send-off report ASAP.

#### 1) Players Eligible for an Early Plea:

If sent off for a lower end offence listed below (as indicated by the referee on the report), and if agreed to by the Executive Director, a player may take an early plea of guilty and therefore not attend the Judiciary. The following penalties will automatically apply:

Dangerous tackling, charging or obstructing (excl. lifting tackle)	2 matches
Stamping on or trampling an opponent (incl. illegal rucking)	2 matches
Tripping an opponent	2 matches
Collapsing a scrum, ruck or maul	2 matches
Repeated infringements	caution
Double yellow card:	
involving dangerous play	1 match
not involving dangerous play	caution

A player eligible for an early plea still has the choice of appearing before the Judiciary. Should the player elect to appear before the Judiciary he will be subject to whatever verdict and penalty the Judiciary renders.

The Executive Director will not allow an early plea for anyone previously sent off.

#### 2) Players Ineligible for an Early Plea:

If sent off for a mid range or top end offence (as indicated by the referee on the report), or for an offence not listed above, or if disallowed by the Executive Director, a player will not be eligible for an early plea.

The player will appear before the Judiciary at the Union Office, Moore Park at 6pm on the Wednesday after the match. He may be accompanied by a club official.

The player will be required to show photo ID and proof of registration.

The Judiciary will:

- State the offence for which the player was sent off.
- Read the referee's send-off report.
- Enter the player's plea.  
    NB: A plea of not guilty requires a written statutory declaration.
- Consider any verbal evidence by those present.
- Consider any written or video evidence submitted.
- Render a verdict and penalty; or reconvene to a later date.

The player may:

- Plead guilty.
- Plead not guilty, and provide a written statutory declaration outlining his case.
- Appeal any decision of the Judiciary.

### **3) Players Failing to Appear at Judiciary:**

- Any player sent off the field shall be suspended until such time as his case has been considered by the Judiciary or dealt with under the automatic penalty provisions of the early plea agreement.
- Any player not dealt with through an early plea agreement and who does not appear before the Judiciary within one month of being sent off will be de-registered.
- His club may, at the discretion of the Judiciary, be fined \$500 and have an established offence recorded against it.
- If and when a player so de-registered does appear before the Judiciary, he will face the original charge for which he was sent off and also a charge of Misconduct, for which the recommended penalty ranges from two matches to seven matches.
- Any such suspension handed down by the Judiciary will commence from the date of the player's Judiciary appearance. The Judiciary will not take into account "time served".

### **4) Players With Unsatisfactory Discipline Records:**

Player registration is not automatic. The Board may refuse the registration of any person, or de-register any person it deems to have an unsatisfactory discipline record.

Any player:

- with three or more established offences, or
- with a total of 12 or more matches in cumulative suspensions, or
- who is found guilty of threatening or assaulting a match official

will be required to attend an interview with the NSWSRU to determine if registration will be approved, or allowed to continue.

## **Section 5.2 Practice Directions for a Citing Club**

If your club wishes to cite an opposition player or an opposition club the following procedures must be followed. Steps 1 & 2 must be completed and submitted to the Union office no later than 5pm on the third business day following the match.

### **1) COMPLETE THE UNION'S CITING REQUEST FORM**

Accurately, and in detail, complete the Union's citing request form. Pay particular attention to:

- a) who is being cited,
- b) what rugby law and/or NSWSRU competition rule has been breached
- c) the club President or Secretary must affirm the citing request.
- d) do NOT detail your evidence of the incident in the citing request form.

### **2) COMPILE YOUR OBJECTIVE EVIDENCE**

Please ensure that you can provide the following pieces of evidence:

#### **a) Photographic and/or Video Evidence**

- whilst not compulsory, the provision of clear, high quality photos or unedited video of the incident is extremely useful to the Judiciary. If available, they should be submitted as part of your case. Submission via on-line video is admissible. (e.g. via video sharing websites.)
- provision of unedited video, clearly showing the incident, may be considered sufficient objective evidence to progress the citing request, so that the need for statutory declarations and medical records in (b) and (c) below may not be required.

#### **b) Statutory Declarations**

- up to four statutory declarations per incident may be submitted. The person directly affected by the alleged incident should submit a statutory declaration.

- in the statutory declarations

- DO give an independent account of what happened
- DO name the cited player (or a physical description, or player's number or position)
- DO note the time into the match and where on the field the incident occurred
- DO note where you (and others) were in relation to the incident and whether you had a clear line of sight
- DO describe precisely the incident – telling exactly what YOU actually witnessed
- DO stick to the pertinent facts of the incident in a concise and factual manner
- DO note what action, if any, the referee took in relation to the incident
- Do sign your statement in the presence of a Justice of the Peace.

- in the statutory declarations

- DO NOT lie
- DO NOT give opinion, superfluous information or subjective comments
- DO NOT write second or third hand accounts
- DO NOT embellish
- DO NOT write down what you "think happened" or what "must have happened"

- statutory declarations are legal documents in which you declare the truthfulness of your evidence in front of a Justice Of The Peace. Statutory declarations which in the opinion of the Judiciary appear to be collusive or misleading will be excluded from any deliberations and may be subject to further action against the individual or club supplying such information.

#### **c) Medical Records**

- if an injury requiring medical attention has occurred then any subsequent medical report from the attending physician may be tendered as evidence.

### **3) PRESENT THE CITING TO THE JUDICIARY IF SO DIRECTED**

The Executive Director may compel the citing club to be present at the hearing.



### **Section 5.3 Practice Directions for a Cited Club or Player**

If your club or club member is cited, the following procedures must be followed:

If pleading GUILTY to the citing charge, inform the Union within three business days of receipt of the citing documentation. You must still attend the Judiciary hearing.

If pleading NOT GUILTY to the citing charge you must:

#### **1) COMPILE YOUR OBJECTIVE EVIDENCE**

Upon receipt of the citing documentation compile your objective evidence in response to the charge. You must provide the following pieces of evidence no later than three business days after receipt of the citing.

##### **a) Statutory Declarations**

- up to four statutory declarations per incident may be submitted. If the cited person intends to plead not guilty he must submit a statutory declaration.

- in the statutory declarations

- DO give an independent account of what happened
- DO note the time into the match and where on the field the incident occurred
- DO note where you (and others) were in relation to the incident and whether you had a clear line of sight
- DO describe precisely the incident – telling exactly what YOU actually witnessed
- DO stick to the pertinent facts of the incident in a concise and factual manner
- DO note what action, if any, the referee took in relation to the incident
- DO sign your statement in the presence of a Justice of the Peace. (Mark Green, the NSWSRU Executive Director is a JP.)

- in the statutory declarations

- DO NOT lie
- DO NOT give opinion, superfluous information or subjective comments
- DO NOT write second or third hand accounts
- DO NOT embellish
- DO NOT write down what you “think happened” or what “must have happened”

- statutory declarations are legal documents in which you declare the truthfulness of your evidence in front of a Justice Of The Peace. Statutory declarations which in the opinion of the Judiciary appear to be collusive or misleading will be excluded from any deliberations and may be subject to further action against the individual or club supplying such information.

##### **b) Photographic and/or Video Evidence**

- the provision of clear, high quality photos or unedited video of the incident is extremely useful to the Judiciary. If available, they should be submitted as part of your case. Submission via on-line video is admissible. (e.g. via video sharing websites.)

#### **2) ATTEND THE JUDICIARY HEARING**

- One club delegate and the cited person must attend the Judiciary hearing.

## 5.4 Suburban Rugby Union Judiciary 2018 Recommended Penalties

**NOTE: ANY ACT OF FOUL PLAY WHICH RESULTS IN CONTACT WITH THE HEAD SHALL RESULT IN AT LEAST A MID-RANGE SANCTION**

### Law 9.11 Players must not do anything that is reckless or dangerous to others:

	LE: 2 wks	MR: 6 wks	TE: 10+ wks	Max: 52 wks
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### Law 9.12 A player must not physically abuse anyone, including but not limited to:

Biting	LE: 12 wks	MR: 18 wks	TE: 24+ wks	Max: 208 wks
Intentional contact with Eye(s)	LE: 12 wks	MR: 18 wks	TE: 24+ wks	Max: 208 wks
Reckless contact with Eye(s)	LE: 6 wks	MR: 12 wks	TE: 18+ wks	Max: 208 wks
Contact with Eye Area	LE: 4 wks	MR: 8 wks	TE: 12+ wks	Max: 52 wks
Punching or striking with hand or arm (including stiff-arm tackle)	LE: 2 wks	MR: 6 wks	TE: 10+ wks	Max: 52 wks
Striking with the elbow	LE: 2 wks	MR: 6 wks	TE: 10+ wks	Max: 52 wks
Striking with shoulder	LE: 2 wks	MR: 6 wks	TE: 10+ wks	Max: 52 wks
Striking with head	LE: 6 wks	MR: 10 wks	TE: 16+ wks	Max: 104 wks
Striking with knee	LE: 4 wks	MR: 8 wks	TE: 12+ wks	Max: 52 wks
Stamping or Trampling	LE: 2 wks	MR: 6 wks	TE: 12+ wks	Max: 52 wks
Tripping	LE: 2 wks	MR: 4 wks	TE: 8+ wks	Max: 52 wks
Kicking	LE: 4 wks	MR: 8 wks	TE: 12+ wks	Max: 52 wks

### Law 9.12 A player must not verbally abuse anyone

Based on religion, colour, nationality, ethnicity or sexual orientation.	LE: 6 wks	MR: 12 wks	TE: 18+ wks	Max: 52 wks
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**Law 9.13 A player must not tackle an opponent early, late or dangerously.**

A tackle above line of shoulders, even if it starts below line of shoulders is dangerous	LE: 2 wks	MR: 6 wks	TE: 10+ wks	Max: 52 wks
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**Law 9.14 A player must not tackle an opponent who is not in possession of the ball.**

	LE: 2 wks	MR: 6 wks	TE: 10+ wks	Max: 52 wks
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**Law 9.15 Except in a scrum, ruck or maul, a player who is not in possession of ball must not hold, push, charge or obstruct an opponent not in possession of ball.**

	LE: 2 wks	MR: 4 wks	TE: 6+ wks	Max: 52 wks
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**Law 9.16 A player must not charge or knock down an opponent carrying the ball without attempting to grasp that player.**

	LE: 2 wks	MR: 6 wks	TE: 10+ wks	Max: 52 wks
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**Law 9.17 A player must not tackle, charge, pull, push or grasp an opponent whose feet are off the ground.**

	LE: 4 wks	MR: 8 wks	TE: 12+ wks	Max: 52 wks
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**Law 9.18 A player must not lift an opponent off the ground and drop or drive that player so that their head and/or upper body make contact with the ground.**

	LE: 6 wks	MR: 10 wks	TE: 14+ wks	Max: 52 wks
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**Law 9.19 Dangerous play in a scrum.**

- a. Front row must not form at a distance from its opponents & rush against them.
- b. A front-row player must not pull an opponent.
- c. A front-rower must not intentionally lift an opponent off their feet or force the opponent upwards out of the scrum, or collapse a scrum.

	LE: 2 wks	MR: 4 wks	TE: 8+ wks	Max: 52 wks
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**Law 9.20 Dangerous play in a ruck or maul - Charging**

Charging into a ruck or maul is any contact made without binding onto another player in the ruck or maul.	LE: 2 wks	MR: 6 wks	TE: 10+ wks	Max: 52 wks
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**Law 9.20 Dangerous play in a ruck or maul**

Make contact with opponent above line of the shoulders. Intentionally collapse ruck or maul	LE: 2 wks	MR: 4 wks	TE: 8+ wks	Max: 52 wks
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**Law 9.25 A player must not intentionally charge or obstruct an opponent who has just kicked the ball.**

	LE: 2 wks	MR: 6 wks	TE: 10+ wks	Max: 52 wks
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**Law 9.26 A player must not do anything against the spirit of good sportsmanship:**

Hair pulling or grabbing	LE: 2 wks	MR: 4 wks	TE: 6+ wks	Max: 52 wks
Spitting at anyone	LE: 4 wks	MR: 8 wks	TE: 12+ wks	Max: 52 wks
Grabbing, twisting or squeezing the genitals	LE: 12 wks	MR: 18 wks	TE: 24+ wks	Max: 208 wks

**Law 9.27 Abuse of Match Officials:**

Dissent – a player must not disrespect authority of MO	LE: 2 wks	MR: 4 wks	TE: 6+ wks	Max: 52 wks
Verbal Abuse of MO based on religion, colour, nationality, ethnicity or sexual orientation.	LE: 6 wks	MR: 12 wks	TE: 18+ wks	Max: 52 wks
Physical contact with MO	LE: 6 wks	MR: 12 wks	TE: 18+ wks	Max: 52 wks
Threatening actions or Words towards MO	LE: 12 wks	MR: 24 wks	TE: 48+ wks	Max: 260 wks
Physical abuse of MO	LE: 24 wks	MR: 48 wks	TE: 96+ wks	Max: Life

In respect of offences not referred to above, appropriate sanctions may be imposed at the discretion of the Judiciary and/or Appeals Tribunal.

Notwithstanding the Sanctions above in cases where the player's actions constitute mid-range or top end offending for any type of offence which had the potential to result and, in fact, did result in serious/gross consequences to the health of the victim, the Judiciary may impose any period of suspension including a suspension for life.



# SECTION 6

# CONSTITUTION

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## **1.0 DEFINITIONS**

- (a) In these rules:
- (i) “Union” means the New South Wales Suburban Rugby Union Incorporated;
  - (ii) “Ordinary member” means a member of the Board who is not an office-bearer of the Union, as referred to in rule 10.2 (b);
  - (iii) “Financially indebted” means any sum outstanding to the Union which has remained unpaid for thirty days after the date on which such payment was due;
  - (iv) “The Act” means the Associations Incorporations Act, 2009;
  - (v) “The Regulation” means the Associations Incorporation Regulation, 2010;
  - (vi) “Council” means those persons entitled to vote at any general meeting of the Union;
  - (vii) “Special General Meeting” means a general meeting of the Union other than the annual general meeting or grading meeting; and
  - (viii) “Board” means the Board of Directors of the NSW Suburban Rugby Union.
  - (ix) “Amateur” means one who does not receive or agree to receive, either directly or indirectly, any remuneration or reward whatsoever (whether by match payments or expenses or otherwise) in respect to their participation as a player in the NSW Suburban Rugby Union.
- (b) The provisions of the Interpretation Act, 1987 as amended apply to and in respect of these rules in the same manner as those provisions would so apply if these rules were an instrument made under the Act.

## **2.0 OBJECTS**

The objects of the Union are:

- (a) To foster, control, manage, advance and promote the game of Rugby Union.
- (b) To provide administered and structured rugby competitions for senior amateur players of rugby clubs affiliated with the Union.
- (c) To establish rules, regulations and directions to govern the Union’s rugby competitions, and the conduct of players, officials, members and spectators of affiliated clubs.
- (d) To subscribe to, become a member of, or affiliate with any other union, association or body whose objects are similar to this Union.

## **3.0 MEMBERSHIP QUALIFICATIONS**

The members of the Union are:

- (a) Those clubs which:
  - (i) Complete the Union’s Affiliation Form; and
  - (ii) Lodge it with the Executive Director accompanied by the affiliation fee by the date determined by the Board; and
  - (iii) Whose affiliation is subsequently approved by the Union’s Board or Council.

- (b) The following persons:
  - (i) The immediate past President
  - (ii) Life members; and
  - (iii) Patron
  
- (c) The following persons as elected by the Council at the annual general meeting:
  - (i) President;
  - (ii) Chairman;
  - (iii) Treasurer; and
  - (iv) The seven ordinary members.
  
- (d) The following persons:
  - (i) The Judiciary; and
  - (ii) The Appeals Tribunal.
  - (iii) The Integrity Committee

#### **4.0 CESSATION OF MEMBERSHIP**

A member ceases to be a member of the Union if:

- (a) Being a natural person, he/she dies; or resigns membership; or becomes financially indebted; or is suspended but only for the period of suspension; or is expelled.
  
- (b) Being a club, the club resigns membership; or becomes financially indebted; or is suspended, but only for the period of suspension; or is expelled.

#### **5.0 REGISTER OF MEMBERS**

- (a) The Executive Director of the Union shall establish and maintain a register of members of the Union specifying the name and address of each person and club which is a member of the Union together with the date on which the person or club became a member and the date on which they cease to be a member in accordance with rule 4.
  
- (b) The register of members shall be kept by the Executive Director at the Union office and shall be open for inspection, free of charge, by any member of the Union at such reasonable time as is agreed with the Executive Director.

#### **6.0 LIFE MEMBERSHIP**

- (a) Awarding of life membership of the Union shall only be made at the annual general meeting.
  
- (b) The proposal for life membership shall be in the hands of the Executive Director of the Union not less than 21 days prior to the annual general meeting, accompanied by a written proposal from a financial member of an affiliated club and seconded by two persons who themselves must be financial members of an affiliated club. The motion shall then be placed before the Board for its approval. Once approved by the Board the motion shall be placed on the agenda of the annual general meeting.



- (c) The motion for life membership to be carried out shall require the support of a special resolution.

## **7.0 FEES AND SUBSCRIPTIONS**

Affiliation and registration fees, and any other fees or charges payable by members to the Union, including the time and manner of payment thereof, shall be as determined by the Board.

## **8.0 MEMBER LIABILITIES**

The liability of a member of the Union to contribute towards the payment of debts and liabilities of the Union or the costs, charges and expenses of the winding up of the Union is limited to the amount, if any, unpaid by the member in respect of membership of the Union as required by rule 7.

## **9.0 NSW RUGBY UNION COUNCIL DELEGATES**

In accordance with the NSW Rugby Union Articles of Association, the Union is permitted delegates to vote on the NSW Rugby Union Council. These delegates shall be nominated by the Board. If any delegate is unable to vote at a meeting of the NSW Rugby Union Council, the Board may nominate another delegate to vote.

## **10.0 BOARD**

### **10.1 Powers of the Board**

The Board subject to the Act, the Regulation and these rules and to any resolution passed by the Union in general meeting:

- (a) Shall determine, control and manage the affairs of the Union; and
- (b) May exercise all such functions as may be exercised by the Union, other than those functions that are required by these rules to be exercised by a general meeting of members of the Union; and
- (c) Has power to perform all such acts, deeds and duties which are necessary or desirable for the proper management of the affairs of the Union; and
- (d) Has the power to review any decisions of the Union's Judiciary. The Board may refer any matter adjudicated upon by the Union's Judiciary to the Union's Appeals Tribunal within 14 days of the Judiciary's decision. The Appeals Tribunal will be required to re-hear such a matter within a further 14 days and may alter, uphold, vary, amend or reverse any decisions and/or penalties imposed by the Judiciary; and
- (e) Shall grade member clubs into appropriate competitions and such gradings shall be referred to the gradings meeting of the Union for ratification or otherwise as per rule 17.2.

## **10.2 Constitution and Membership**

- (a) The Board shall consist of the three office-bearers of the Union seven ordinary members and the Executive Director. Each person is to be elected at the annual general meeting of the Union as per rule 17.1, with the exception of the Executive Director who shall be appointed by the elected Board.
- (b) The office bearers of the Union are to be:
  - (i) The President;
  - (ii) The Chairman; and
  - (iii) The Treasurer.
- (c) An elected member of the Board shall at all times be a financial member of a club affiliated with the Union and must have no monies by way of loan, credit or otherwise which have been called in by the Union, outstanding. Should the club of which a member of the Board is a financial member cease to be a member of the Union pursuant to rule 4 or the member of the Board is not a financial member of that club or is indebted to the Union then that member of the Board shall forthwith vacate their position and shall not be entitled to vote or be present at any deliberations of the Board.
- (d) The Executive Director shall not be a financial member of a club affiliated with the Union.

## **10.3 Election of Members**

- (a) Nominations of candidates for election as members of the Board:
  - (i) Must be stated on the Union's nomination form, signed by a member of the candidate's club and endorsed on the form by the candidate; and
  - (ii) Must be delivered to the Executive Director at least 7 days before the date fixed for the holding of the annual general meeting at which the election is to take place.
- (b) The position of such of the Office Bearers as requires election will be elected at the Annual General Meeting by the Council.
- (c) The seven ordinary members of the Board shall be elected at the annual general meeting in the following way:
  - (i) A division one representative - elected by the voting delegates in attendance from the division one clubs; and
  - (ii) A division two representative - elected by the voting delegates in attendance from the division two clubs; and
  - (iii) A division three representative - elected by the voting delegates in attendance from the division three clubs; and

- (iv) A division four representative - elected by the voting delegates in attendance from the division four clubs; and
  - (v) Thereafter one person shall be elected by the voting delegates of the remaining divisions who shall represent the remaining divisions; and
  - (vi) The remaining positions will be elected by the Council, from nominations received specifically for these positions, or from any person still wishing to stand for the Board who was unsuccessful in being elected as a divisional representative.
- (d) If there are no candidates from a particular division, there shall be no divisional representative from that division on the Board. This ordinary position will however, be filled through the election of a candidate by the Council.
- (e) If insufficient nominations are received to fill all vacancies on the Board, any vacant positions remaining are taken to be casual vacancies.
- (f) (i) To nominate for a divisional representative position that person must be a financial member of a club that will be graded in that division in the upcoming year.
- (ii) For this purpose, if the division in which a club is to be graded is in doubt for the upcoming year, the Board will make a decision as to the club's expected grading prior to the annual general meeting.
- (iii) If an elected divisional representative is from a club which is subsequently graded into a different division to that known at the annual general meeting then the position held by such a representative shall be declared vacant.
- (iv) In the case where 10.3 (f)(iii) arises the Board will call for nominations from that division for the vacant position and the Board shall fill the vacancy in such manner as it deems appropriate.
- (g) If the number of nominations received is equal to the position or positions available the person or persons so nominated are to be elected.
- (h) If the number of nominations received exceeds the number of vacancies to be filled, a ballot will be held.
- (i) The ballot for the election of office bearers and ordinary members of the Board is to be conducted at the annual general meeting in such usual and proper manner as the Board may direct.

#### **10.4 Term of Office of Board Members**

- (a) Office bearers hold office from the end of the Annual General Meeting at which they are elected until the end of the second Annual General Meeting thereafter.
- (b) Ordinary members of the Board hold office from the end of the Annual General Meeting at which they are elected until the end of the next Annual General Meeting.

- (c) A Board member cannot nominate for election to any position if by being elected to that position the person would occupy that position for more than six consecutive years commencing from the date of which the person was first elected to that position.
- (d) Rule 10.4(c) does not apply if, at the Annual General Meeting at which a Board member's six consecutive years in the one position expires, there are no nominations for that position.
- (e) Rule 10.4(c) does not prevent a Board member who has occupied the one position for six consecutive years from nominating for election to some other position.
- (f) Rule 10.4(c) does not prevent a Board member whose time expired because of six consecutive years in the same position from nominating for election to the same position at the Annual General Meeting the year after the member's time expired.

### **10.5 Casual Vacancies**

- (a) For the purpose of these rules, a casual vacancy in the office of a member of the Board occurs if the member dies, or ceases to be a member of the Union, or becomes financially indebted, or resigns office by notice in writing given to the Executive Director, or becomes a mentally incapacitated person or is absent without the consent of the Board from all meetings of the Board held during a period of three months.
- (b) In the event of a casual vacancy occurring in the ordinary membership of the Board, the Board may appoint a person who is a financial member of an affiliated club to fill the vacancy and the person so appointed shall hold office subject to these rules, until the election of officers at the annual general meeting next following the date of the appointment.
- (c) In the event of a casual vacancy of an office bearer, then the Board may appoint a suitably qualified person to act in the vacant position until the next General Meeting of the Union.

The business of that Meeting will include the election [nominations for which are required in accordance with Rule 10.3 (a)] of an office bearer to hold office for the balance of the term of office of the person whose departure caused the casual vacancy.

### **10.6 Meetings and Quorum**

- (a) The Board shall meet at such time and place as directed by the President or the Chairman through the Executive Director provided that the Board shall meet at least once each calendar month unless the majority of the Board decides otherwise. The Board may conduct any meeting by telephone or any other telecommunications device without a Board member being in the physical presence of another Board member or members.
- (b) There shall be at least 24 hours notice of any meeting given to each member of the Board and a quorum shall be at least six members.
- (c) The Board shall by a majority then present determine all business before it necessary for the proper management of the affairs of the Union.

- (d) At a meeting of the Board:
  - (i) The Chairman is to preside; or
  - (ii) If the Chairman is absent or unwilling to act, such one of the remaining members of the Board as may be chosen by the members present at the meeting is to preside.

#### **10.7 Delegation by Board to Sub-Committees.**

- (a) The Board shall have the right to appoint such number of sub-committees as it may determine necessary.
- (b) The Board may appoint any person deemed suitable onto a sub-committee.
- (c) The Board shall determine the function and powers of the sub-committees so appointed.

#### **10.8 Voting and Decisions**

- (a) Questions and motions arising at a meeting of the Board or any sub-committee are to be determined by a majority of the votes of members of the Board or sub-committee present at the meeting.
- (b) Each member present at a meeting of the Board or of any sub-committee, including the person chairing the meeting is entitled to one vote but, in the case of an equality of votes on any question, the person chairing the meeting may exercise a second or casting vote.
- (c) Subject to rule 10.5 (b), the Board may act despite any vacancy on the Board.
- (d) Any act or thing done or suffered, or purporting to have been done or suffered by the Board or by a sub-committee is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the Board or sub-committee.

#### **10.9 Suspension and Expulsion of Members**

- (a) The Board may, by resolution, expel or suspend a member from the Union.
- (b) If the Board expels or suspends a member, the Executive Director shall within seven days after such action is taken, provide written notice of the action taken, the reasons of the Board for taking such action, and of the member's right of appeal to a special general meeting of the Union under rule 10.9(c).
- (c) A member may appeal to a special general meeting against a resolution of the Board to suspend or expel it. Notice of appeal shall be lodged in writing with the Executive Director within seven days of the giving of the resolution appealed against, clearly stating the grounds thereof and shall be accompanied by a fee to be determined by the Board. Upon receipt of the notice of appeal lodged in accordance with this rule, the Executive Director shall convene a special general meeting within 14 days of receipt of the notice of appeal and 7 days notice of such a special general meeting shall be given to all members

of the Union. A copy of the notice of appeal including the grounds thereof shall be forwarded by the Executive Director to all members with the notice of the meeting.

- (d) Upon the hearing of the appeal the special general meeting may uphold, reverse, vary or amend the resolution appealed against, provided that no such resolution shall be altered except by a special resolution. The special general meeting shall also determine whether the fee accompanying the notice of appeal shall be forfeited or refunded. Pending the hearing of the appeal at a special general meeting, all decisions appealed against shall be final and resolute.
- (e) Pending the hearing of the appeal all decisions appealed against shall remain operative.

## **11.0 JUDICIARY**

### **11.1 Powers of the Judiciary**

- (a) The Judiciary shall investigate and adjudicate upon all Union matters relating to:
  - (i) Player send offs and citings, and any protests, proceedings or disputes in connection with competitions, the code of conduct, competition rules or any such matter referred to it by the Board or the Executive Director; and
  - (ii) The reinstatement of players, members or officials of affiliated clubs to participate in the Union; and
  - (iii) The breach by affiliated clubs, or members thereof, of the laws of the game, any breach of these objects and rules, or any breach of the competition playing rules; and
  - (iv) The misconduct of any member, player, coach, official or spectator of any affiliated club.
- (b) The Judiciary may impose such penalty, disqualification, suspension or expulsion on individuals or affiliated clubs as it by majority may decide.
- (c) Questions and motions arising at a meeting of the Judiciary are to be determined by a majority of the votes of members of the Judiciary present at the meeting.
- (d) Each member present at a meeting of the Judiciary including the person chairing the meeting is entitled to one vote, but, in the case of an equality of votes on any question, the person chairing the meeting may exercise a second or casting vote.

### **11.2 Membership of Judiciary**

The Judiciary shall consist of not less than three persons including:

- (i) A Chairman (who desirably shall have legal qualifications); and
- (ii) A Deputy Chairman; and
- (iii) Not less than one ordinary member.

### **11.3 Election and Meeting of the Judiciary**

- (a) Subsequent to the annual general meeting, the Board shall forward to all member clubs, and any other interested persons, nomination forms for the positions on the Judiciary which must be lodged with the Executive Director by the date determined by the Board.
- (b) A person nominating for a position on the Judiciary does not need to be a member of a Union club.
- (c) In the case of the Chairman of the Judiciary, the Board shall make a recommendation to the gradings meeting as to the candidate it deems suitable for the position of Chairman. The Council shall ratify or otherwise the appointment of such a person to the position.
- (d) The Board shall select the remaining members of the Judiciary and notify all affiliated clubs of the candidates appointed.
- (e) If for any reason a member of the Judiciary becomes unavailable, the Board may appoint a person to fill the vacancy. Any person so appointed by the Board shall continue in office until the appointed member resumes their position.
- (f) In the event that the original appointed member resigns or dies, or is unable to resume, the person so appointed by the Board shall continue in office until the appointment of the next Judiciary.
- (g) Any decision of the Judiciary which is constituted in part by a person appointed by the Board, shall be of equal force and effect as if such a person was an original, appointed member of the Judiciary.
- (h) No meeting of the Judiciary shall be valid unless there is a quorum of at least two members.
- (i) At a meeting of the Judiciary the Chairman or in the Chairman's absence, the Deputy Chairman is to preside. If the Chairman and Deputy Chairman are absent or unwilling to act, one of the remaining members of the Judiciary as may be chosen by the members present at the Judiciary is to preside.
- (j) The Judiciary shall meet at such time and place as it may determine or as may be required by the Board upon 24 hours notice.

### **11.4 Decisions of the Judiciary**

- (a) All decisions of the Judiciary shall without delay be reported to the Executive Director in writing.
- (b) The Executive Director shall without delay notify in writing the secretary of any club who members or officials are affected by any decision of the Judiciary.
- (c) Any member penalised, or adversely affected by any decision of the Judiciary shall be entitled to appeal to the Appeals Tribunal against such a decision. Notice of appeal shall be lodged in writing with the Executive Director within 7 days of the giving of the decision appealed against, clearly stating the grounds thereof and shall be accompanied

by a fee to be determined by the Board. Upon receipt of an appeal lodged in accordance with this rule, the Executive Director shall immediately convene a meeting of the Appeals Tribunal to consider the appeal, which shall be held within 14 days of the receipt of the notice of appeal.

- (d) Pending the hearing of the appeal all decisions appealed against shall remain operative.

## **12.0 INTEGRITY COMMITTEE**

### **12.1 Powers of the Integrity Committee**

- (a) The Integrity Committee shall investigate and adjudicate upon all matters relating to the Union's amateur status, and is responsible for ensuring all clubs, players, coaches and officials are compliant with the Union's amateur policy.
- (b) The Integrity Committee may impose such penalty on clubs and/or individuals as it by majority may decide.
- (c) Where such a decision involves the suspension or expulsion of a club the Integrity Committee's decision will take the form of a recommendation to the Board, which may ratify, or otherwise, such a recommendation.
- (d) Questions and motions arising at a meeting of the Integrity Committee are to be determined by a majority of the votes of members of the Integrity Committee present at the meeting.
- (e) Each member present at a meeting of the Integrity Committee including the person chairing the meeting is entitled to one vote, but, in the case of an equality of votes on any question, the person chairing the meeting may exercise a second or casting vote.

### **12.2 Membership of Integrity Committee**

The Integrity Committee shall consist of not less than three persons including:

- (i) An Integrity Officer and
- (ii) Not less than two ordinary members.

### **12.3 Election and Meeting of the Integrity Committee**

- (a) Subsequent to the annual general meeting, the Board shall forward to all member clubs, and any other interested persons, nomination forms for the positions on the Integrity Committee which must be lodged with the Executive Director by the date determined by the Board.
- (b) A person nominating for a position on the Integrity Committee does not need to be a member of a Union club.
- (c) In the case of the Integrity Officer, the Board shall make a recommendation to the gradings meeting as to the candidate it deems suitable for the position of Integrity Officer. The Council shall ratify or otherwise the appointment of such a person to the position.



- (d) The Board shall select the remaining members of the Integrity Committee and notify all affiliated clubs of the candidates appointed.
- (e) If for any reason a member of the Integrity Committee becomes unavailable, the Board may appoint a person to fill the vacancy. Any person so appointed by the Board shall continue in office until the appointed member resumes their position.
- (f) In the event that the original appointed member resigns or dies, or is unable to resume, the person so appointed by the Board shall continue in office until the appointment of the next Integrity Committee.
- (g) Any decision of the Integrity Committee which is constituted in part by a person appointed by the Board, shall be of equal force and effect as if such a person was an original, appointed member of the Integrity Committee.
- (h) No meeting of the Integrity Committee shall be valid unless there is a quorum of at least two members.
- (i) At a meeting of the Integrity Committee the Integrity Officer is to preside. If the Integrity Officer is absent or unwilling to act, one of the remaining members of the Integrity Committee as may be chosen by the members present at the Integrity Committee is to preside.
- (j) The Integrity Committee shall meet at such time and place as it may determine or as may be required by the Board upon 24 hours notice.

#### **12.4 Decisions of the Integrity Committee**

- (a) Decisions of the Integrity Committee, other than those relating to the suspension or expulsion of a club, will take immediate effect and shall without delay be reported to the Executive Director in writing.
- (b) The Executive Director shall without delay notify in writing the club or individual affected by any decision of the Integrity Committee.
- (c) Any club or individual penalized or adversely affected by a decision of the Integrity Committee shall be entitled to appeal to the Board. Notice of appeal shall be lodged in writing with the Executive Director within 7 days of the giving of the decision appealed against, clearly stating the grounds thereof and shall be accompanied by a fee to be determined by the Board. Upon receipt of an appeal lodged in accordance with this rule, the Executive Director shall immediately convene a meeting of the Board to consider the appeal, which shall be held within 14 days of the receipt of the notice of appeal.
- (d) Pending the hearing of the appeal all decisions appealed against shall remain operative.
- (e) Decisions of the Integrity Committee in relation to the suspension or expulsion of a club will take the form of a recommendation to the Board and shall without delay be reported to the Executive Director in writing.

- (f) Once an Integrity Committee recommendation relating to the suspension or expulsion of a club is ratified, or otherwise, by the Board, the Executive Director shall without delay provide written notice of the action taken, the reasons of the Board for taking such action, and of the club's right of appeal to a special general meeting of the Union under rule 10.9(c).

### **13.0 APPEALS TRIBUNAL**

#### **13.1 Powers of Appeals Tribunal**

- (a) Should a club or individual appeal a Judiciary decision to the Appeals Tribunal such an appeal shall be a rehearing and additional evidence may be presented or called upon at the appeal provided it is established that such evidence was not, on reasonable inquiry, available at the time of the original hearing. Upon the hearing of such an appeal, the Appeals Tribunal may uphold, reverse, vary, or amend the decision appealed against and shall determine whether the fee accompanying the notice of appeal shall be refunded or forfeited.
- (b) Questions and motions arising at a meeting of the Appeals Tribunal are to be determined by a majority of the votes of members of the Appeals Tribunal present at the meeting.
- (c) Each member present at a meeting of the Appeals Tribunal including the person chairing the meeting is entitled to one vote, but, in the case of an equality of votes on any question, the person chairing the meeting may exercise a second or casting vote.

#### **13.2 Membership of Appeals Tribunal**

The Appeals Tribunal shall consist of not less than three persons.

#### **13.3 Election and Meeting of the Appeals Tribunal**

- (a) The Board shall forward nomination forms to all member clubs, and any other interested person for the positions on the Appeals Tribunal which must be lodged with the Executive Director by the date determined by the Board.
- (b) A person nominating for a position on the Appeals Tribunal does not have to be a member of a Union club.
- (c) Upon receipt of the nomination forms the Board shall appoint not less than three persons to the Appeals Tribunal and notify all clubs of the candidates appointed. At the first meeting each year the appointed candidates will nominate a Chairman and Deputy Chairman from amongst themselves.
- (d) If for any reason a member of the Appeals Tribunal becomes unavailable, the Board may appoint a person to fill this vacancy. Any person so appointed by the Board shall continue in office until the original appointed member resumes their position.
- (e) In the event that the original appointed member resigns or dies, or is unable to resume, the person so appointed by the Board shall continue in office until the appointment of the next Appeals Tribunal. Any decision of the Appeals Tribunal which is constituted in part

by a person appointed by the Board, shall be of equal force and effect as if such a person was an original, appointed member of the Appeals Tribunal.

- (f) At a meeting of the Appeals Tribunal the Chairman or in the Chairman's absence, the Deputy Chairman is to preside or if the Chairman and the Deputy Chairman are absent or unwilling to act, one of the remaining members of the Appeals Tribunal as may be chosen by the members present at the Appeals Tribunal is to preside.
- (g) No meeting of the Appeals Tribunal shall be valid unless there is a quorum of three members.

#### **13.4 Decisions of the Appeals Tribunal**

- (a) The Executive Director shall within 7 days of such a decision being made notify in writing the secretary of any club whose members or officials are affected by any decision of the Appeals Tribunal.
- (b) Any member who considers that the decision of the Appeals Tribunal is unjust, shall be entitled to appeal to a special general meeting against any such decision. A notice of appeal and the grounds thereof shall be lodged in writing with the Executive Director within 7 days of the giving of such a decision appealed against and shall be accompanied by a fee to be determined by the Board.
- (c) Upon receipt of the notice of appeal lodged in accordance with this rule, the Executive Director shall convene a special general meeting of the Union within 14 days of receipt of the notice of appeal and give 7 days notice of the meeting to all members of the Union. A copy of the notice of appeal including the grounds thereof shall be forwarded by the Executive Director to all members with the notice of the meeting. Such an appeal shall be a rehearing and additional evidence may be presented or called on at the appeal.
- (d) Upon the hearing of the appeal the special general meeting may uphold, reverse, vary or amend the decision and or penalty appealed against, provided that no such decision and or penalty shall be altered except by a special resolution. The special general meeting of the Union shall also determine whether the fee accompanying the notice of appeal shall be forfeited or refunded. Pending the hearing of the appeal at a special general meeting, all decisions appealed against shall be final and absolute.
- (e) The right of appeal to a special general meeting shall not be available in any case arising from a player being sent off by an appointed referee.

#### **14.0 REGISTRATION OF PLAYERS**

In accordance with the competition playing rules it shall be the responsibility of each affiliated club to register its players and only those players so registered shall be eligible to take part in matches conducted under the auspices of the Union.

#### **15.0 CONDUCT OF COMPETITIONS**

All competitions conducted by the Union shall be governed by the competition playing rules as determined by the Board.

## **16.0 FINANCIAL YEAR**

The financial year of the Union shall commence on 1 October and end on 30 September the following year.

## **17.0 GENERAL MEETINGS**

There shall be a minimum of two general meetings of the Union in each financial year, the annual general meeting and the gradings meeting.

### **17.1 Annual General Meeting**

- (a) The annual general meeting of the Union's members shall be held at least once in each calendar year and within the period of six months after the expiration of each financial year of the Union.
- (b) The annual general meeting shall be convened on a date appointed by the Board and all members of the Union shall be notified at least 28 days beforehand in writing by the Executive Director.
- (c) In addition to any other business which may be transacted at an annual general meeting, the business will include the following:
  - (i) To confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting; and
  - (ii) To receive the annual report; and
  - (iii) To receive and consider the audited financial statements which are required to be submitted to members under the Act; and
  - (iv) To elect the following:
    - 1. Such office bearers of the Union as necessary
    - 2. Seven ordinary members of the Board
    - 3. The Auditor
- (d) The annual general meeting must be specified as such in the notice convening it.

### **17.2 Gradings Meeting**

- (a) The gradings meeting shall be held prior to the commencement of the playing season on a date appointed by the Board and all members of the Union shall be notified at least 28 days beforehand in writing by the Executive Director.
- (b) In addition to any other business which may be transacted at the gradings meeting, the business of the gradings meeting will be to ratify or otherwise, the gradings of the member clubs into appropriate competitions as resolved by the Board.
- (c) The gradings meeting must be specified as such in the notice convening it.

### **17.3 Special General Meetings**

- (a) A special general meeting of the Union may be called at any time:
  - (i) By resolution of the majority of the Board; or
  - (ii) On the request of the President or Chairman in writing delivered to the Executive Director specifying the business to be raised at the special general meeting; or
  - (iii) On the request in writing delivered to the Executive Director signed by the secretaries of not less than one fifth of the affiliated clubs specifying the business to be raised at the special general meeting; or
  - (iv) As a result of an appeal from a suspended or expelled club as per rule 10.9(c); or
  - (v) As a result of an appeal of a decision of the Appeals Tribunal as per rule 12.4(b).
- (b)
  - (i) A special general meeting called in accordance with rule 17.3(a)(i) shall be held on the date specified in the resolution.
  - (ii) In the case of the written requests referred to in rules 17.3(a)(ii) and (iii), a special general meeting shall be held within 21 days of the receipt by the Executive Director of such requests, unless there is another general meeting already taking place within 14 to 35 days. If a special general meeting has been called within this time frame already, the Executive Director shall give notice of the additional business to be transacted to all members of the Union.
  - (iii) In the case of a special general meeting held in accordance with rule 17.3(a)(iv) and (v), a special general meeting shall be held within 14 days of receipt of the notice of appeal.
- (c)
  - (i) In accordance with rules 17.3(a)(i), (ii) and (iii), a notice specifying the place, date and time of such a special general meeting and the nature of the business proposed to be conducted at the meeting will be forwarded in writing to all members of the Union by the Executive Director with at least 14 days notice.
  - (ii) In accordance with rule 17.3(a)(iv) and (v), a notice specifying the place, date and item of such a special general meeting and the nature of the business proposed to be conducted at the meeting will be forwarded in writing to all members of the Union by the Executive Director with at least 7 days notice.

### **17.4 General Business**

- (a) At the annual general meeting and the gradings meeting general business will be received and considered provided that notice thereof must be given to the Executive Director at least 21 days prior to such a meeting. Such notice shall state the business to be released together with the names of the proposer and seconder. Should this business not already be included on the notice of meeting which the Executive Director has sent to the clubs, the Executive Director shall notify members of the additional business to be raised at least 14 days prior to the meeting.

- (b) A member desiring to bring any business before a general meeting must give notice in writing of that business to the Executive Director. Such notice shall state the business to be raised together with the names of the proposer and seconder. The Executive Director must include that business in the next notice calling a general meeting after receipt of the notice of the member.

### **17.5 Procedure at General Meetings**

- (a) The only persons entitled to vote any general meeting of the Union are the delegates of those clubs affiliated with the Union which at the time of the general meeting are not in arrears of any fees or charges levied by the Union pursuant to rule 7.
- (b) Each club will be awarded votes at the annual general meeting and each subsequent general meeting throughout the year based on the competition into which a club will be graded in the following season. Votes will then be awarded to each club on the following basis:
  - (i) If the club will play in a competition which requires that 4 grade teams are fielded, then three delegates from that club will be entitled to vote at the annual general meeting and any subsequent general meeting prior to the next annual general meeting; or
  - (ii) If the club will play in a competition which requires that 3 grade teams are fielded, then two delegates from that club will be entitled to vote at the annual general meeting and any subsequent general meeting prior to the next annual general meeting; or
  - (iii) If the club will play in a competition which requires that 2 or 1 grade teams are fielded, then one delegate from that club will be entitled to vote at the annual general meeting and any subsequent general meeting prior to the next annual general meeting.
  - (iv) Where clubs have been promoted or relegated under the competition playing rules those clubs will assume the voting rights of the competition in which they have been graded.
- (c) In the event that a club's grading changes after the gradings meeting then the club will be awarded votes in accordance with their revised grading.
- (d) No item of business is to be transacted at a general meeting unless a quorum of members entitled under these rules to vote is present during the time the meeting is considering that item.
- (e) Twenty four (24) shall be considered the number of delegates present and entitled to vote necessary to constitute a quorum.
- (f) If within half an hour a quorum is not present at a general meeting, then:
  - (i) If the meeting was convened on the requisition of affiliated clubs as per 17.3(a)(iii), (iv) or (v) the meeting is to be dissolved; or

- (ii) If the meeting was convened as per 17.3(a)(i) or (ii) by the Board, a motion may be put that those delegates present and entitled to vote shall form a quorum and shall deal with the business before the meeting. If such a motion is not passed then the meeting shall be adjourned for 14 days and the Executive Director shall give all members at least 7 days notice of the date for the adjourned meeting. If at the adjourned meeting a quorum is not present, those voting delegates who are present shall be a quorum and entitled to transact the business for which the meeting was called.
- (g) There shall be no right of vote by proxy at any general meeting.

### **17.6 Presiding Member**

- (a) The President, or in the President's absence, the Chairman is to preside as Chairman at each general meeting of the Union.
- (b) If the President and the Chairman are absent or unwilling to act, the voting delegates present must elect one of their number to preside as Chairman at the meeting.

### **17.7 Adjournment**

The Chairman of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from item to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

### **17.8 Making of Decisions**

- (a) Every question submitted to the delegates for decision shall be decided in the first instance by a show of hands or by way of ballot if demanded by the Chairman or by one fifth of the delegates present in such manner as the Chairman directs. In the case of an equality of votes under either method the Chairman shall have a casting vote in addition to the vote they may otherwise be entitled to as a delegate.
- (b) The Chairman may declare that a resolution has been carried or carried unanimously or carried by a particular majority or lost and an entry to that effect in the minutes shall be conclusive evidence of the fact without proof of the votes for or against the resolution.

### **18.0 SPECIAL RESOLUTION**

A resolution of the Union is a special resolution if it is passed by a majority which comprises at least three quarters of such members of the Union as, being entitled under these rules so to do, vote in person at a general meeting where written notice specifying the intention to propose the resolution as a special resolution was given in accordance with these rules.

### **19.0 INSURANCE**

- (a) The Union must effect and maintain insurance under section 44 of the Act.
- (b) In addition to the insurance required under (a), the Union may effect and maintain other insurance.

## **20.0 EXECUTIVE DIRECTOR**

- (a) The Board may appoint an Executive Director at such salary and for such period as it may determine to assist in the proper and efficient running of the administration of the Union. The Executive Director shall comply with all directives and decisions of the Board and of the Union in general meeting and will at all times comply with his obligations under these objects and rules.
- (b) The Executive Director must keep in his custody or under his control all records, books and other documents relating to the Union.

## **21.0 FUNDS MANAGEMENT**

- (a) Subject to any resolution passed by the Union in general meeting, the funds of the Union are to be used in pursuance of the objects of the Union in such manner as the Board determines.
- (b) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any 2 authorised members of the Board, or an authorised member of the Board, and one employee of the Union authorised to do so.

## **22.0 INSPECTION OF THE BOOKS**

The records, books and other documents of the Union shall be open to inspection, free of charge, by a member of the Union at any reasonable hour.

## **23.0 THE TREASURER - SOURCE OF FUNDS**

- (a) The funds of the Union shall be derived from such fees, charges, sponsorships, donations or payments as the Board determines;
- (b) The duties of the Treasurer shall be such as are determined by the Board of the Union in general but the Treasurer shall ensure that the Executive Director or nominee shall:
  - (i) Deposit all money received on account of the Union to the credit of the Union's bank account;
  - (ii) As soon as practicable after receiving any money, issue an appropriate receipt;
  - (iii) Punctually pay all accounts passed for payment by the Board.
- (c) The Treasurer shall be accountable for the:
  - (i) Accurate maintenance, overseeing the custody of, and carrying out an internal audit of the books of account of the Union;
  - (ii) Preparation and presentation of the annual income and expenditure budget for acceptance by the Board and monitor its compliance;
  - (iii) Prepare and present at the annual general meeting the statements and reports required to be prepared and presented pursuant to the Act.



## **24.0 COMMON SEAL**

- (a) The common seal of the Union shall be kept in the custody of the Executive Director.
- (b) The common seal shall not be affixed to any instrument except by the authority of the Board. The affixing of the common seal shall be attested by the signatures either of 2 members of the Board or of 1 member of the Board and the Public Officer. The Public Officer shall be appointed from amongst the Board members, by the Board each year.

## **25.0 SERVICE OF NOTICE**

- (a) For the purposes of these rules, a notice may be served by or on behalf of the Union on any member either personally or by sending it by post, facsimile, electronic transmission or courier to the member at the member's address shown in the register of members.
- (b) Where a document is sent to a member by courier, or facsimile, or by properly addressing, prepaying and posting a letter to a member containing the document, the document shall, unless the contrary be proved, be deemed for the purposes of these rules to have been served on the member on the second working day next following.

## **26.0 WINDING UP**

In the event of the Union being wound up, the surplus property of the Union is to be distributed in accordance with a special resolution of the Union to a body with similar objects to that of the Union.

## **27.0 ALTERATION OF OBJECTS AND RULES**

The statement of objects and these rules may be altered, rescinded or added to only by a special resolution of the Union.

Last amended – March 2017