

# **National Competition Rules Season 2023/24**

Applicable to:

(Men's) Scottish Cup

(Men's) National League Cup

(Men's) National Shield

(Men's) Regional and National Bowl



# **Scottish Rugby National Competition Rules**

# Season 2023/24

# 1 DEFINITIONS

**'Board'** means the Scottish Rugby Club Rugby Board, or any sub-committee of the Board

operating under the specific authority of the Board.

**'Best Playing Record** means average Competition Points gained in completed Matches multiplied by **Calculation ("BPRC")'** total Matches possible (e.g. a Club plays in 15 of its 22 possible Matches,

achieving 34 Competition Points: BPRC adjusted points = 34/15 x 22 = 49.86).

**Championship Committee'** means the Scottish Rugby Championship Committee.

**'Championship Secretary'** means the person who deals with the day-to-day running of the Scottish Rugby

Competitions.

'Club' means any club, team or other body (as the context may require) which

participates in a Scottish Rugby Competition.

**'Club Investment Fund** means the minimum standards and requirements issued by Scottish Rugby from time to time.

'Competitions' means the Scottish Rugby league and knock-out competitions designated by the

Board from time to time and listed in Appendix 1.

'Competitions Committee' means a committee elected or appointed to assist in the organisation of an

individual Scottish Rugby Competition.

**'Competition Secretary'** means the person appointed by Scottish Rugby to act as Secretary to a Scottish

Rugby Competitions Committee.

'Cup' and 'Women's Cup' means such knock-out competitions as are designated as Scottish Rugby

Competitions by the Board and as the context may require.

**'Emergency Loan Player'** means a player permitted to participate for a club by virtue of Rules 5.28-5.30.

'Game On' means the Law variations approved for use in certain Scottish Rugby

Competitions, as further detailed on the Scottish Rugby website.

'International Clearance' means the formal process under World Rugby Regulation 4 and Scottish

Domestic Regulation 4.2 (Clearance to Play in another Union) whereby a Player is granted permission by both Unions to change the Union within which they

are registered to play.

**'Laws of the Game'** means the Laws of the Game as issued by World Rugby from time to time and a

reference to a "Law" shall be to that Law as worded within the Laws of the

Game.

'Match' means a match played or to be played in a Competition.

'Player' means any person who is named by a Club to participate in a Match.

'Playing Enclosure' means the Field of Play and the Perimeter Area as set out in Law 1.

'Primary League Club' means the Club which currently holds the Player's registration and is

 $responsible \ for \ maintaining \ all \ aspects \ of \ the \ Player's \ registration \ details.$ 

**'Regulations'** means any supplementary regulations provided or approved by the Board in

respect of individual Competitions, or generally.

**'Rules'** means the Scottish Rugby Competition Rules approved by the Board from time

o time

**'Scottish Rugby'** means Scottish Rugby Union Limited.

**'Secondary League Club'** means the one additional Club for which a Player is formally registered to play.

**'World Rugby'** means the game's world governing body.

# 2 ORGANISATION AND APPLICATION

#### The Competition Rules

- 2.1 The Competitions shall be governed by the Rules.
- 2.2 The Rules and changes to them shall be subject to approval by the Club Rugby Board.
- 2.3 The Club Rugby Board may provide supplementary Regulations in respect of individual Competitions (see Appendix 1). The Club Rugby Board reserves the right to amend the Rules and Regulations from time to time.
- 2.4 The Club Rugby Board shall have the power to rectify any error or omission in the Rules and the Regulations in such manner as it deems fit.
- 2.5 In the Rules and Regulations, unless specified or the context otherwise requires, words importing any gender shall include all other genders, and importing singular shall, where appropriate, include plural.
- 2.6 Should any provision of the Rules or Regulations be held by any court or other competent authority to be illegal, void or unenforceable (in whole or in part) the remainder of the Rules and/or Regulations shall continue to be enforceable.

#### **Championship Committee**

- 2.7 The Club Rugby Board shall be assisted in the organisation of the Scottish Cup, National League Cup, National Shield and National Bowl Competitions by a Championship Committee. Membership of the Championship Committee shall comprise:
  - 2.7.1 the Championship Convenor (the "Convenor") who shall be appointed by the Club Rugby Board;
  - 2.7.2 the Women's Competitions Committee Convenor (appointed by the Club Rugby Board);
  - 2.7.3 the Reserve League Committee Convenor (appointed by the Club Rugby Board);
  - one representative elected in accordance with the Championship Committee Election Rules from each of the following club groups: the Premiership; National League 1; National League 2, 3 and 4; the Caledonia Regional League; the East Regional League; and the West Regional League;
  - 2.7.5 a referees' representative; and
  - 2.7.6 a schools and youth rugby representative.
- 2.8 The Championship Committee shall have the authority to delegate any of its powers, duties or obligations under these Rules to any person, Competitions Committee, sub-committee or other body provided that it retains the ability to resume the exercise of those powers at any point. Delegation of powers, duties or obligations shall not prevent the Championship Committee from exercising those powers or undertaking those duties or obligations should the Championship Committee consider it necessary or appropriate to do so. References in the Rules and Regulations to a Competitions Committee shall be deemed to include the Championship Committee where the Championship Committee has itself elected to exercise that power.
- 2.9 The Regional Bowl Competitions shall be administered by the Caledonia, East and West Regional Competitions Committees under the delegated authority of the Championship Committee.
- 2.10 The membership of each Regional Competitions Committee shall comprise:
  - 2.9.1 the Regional Representative serving on the Championship Committee (elected in accordance with the Championship Election Rules).
  - 2.9.2 four Club representatives elected in accordance with the Regional League Election Rules. Other than with prior consent of the Club Rugby Board, it shall be a requirement that two Club representatives shall come from each of the Regions;
  - 2.9.3 the Regional Representatives on the Scottish Rugby Club Rugby Board (in a non-voting capacity); and
  - 2.9.4 such other individuals as may be co-opted to the Committee (in a non-voting capacity).
- 2.11 The members of each Regional Competitions Committee shall elect a Chair from amongst the Committee's membership.
- 2.12 Where, by reason of the routine nature of the matter, or such urgency that a meeting of the Championship Committee cannot reasonably be arranged, and subject to any direction given by the Championship Committee, the Convenor may exercise any of the powers, discretions and/or authorities given to the Championship Committee under the Rules and Regulations.

2.13 The Championship Committee, Regional Competitions Committees and the Convenors shall be assisted by Competition Secretaries appointed by Scottish Rugby.

#### Compliance

- 2.14 By agreeing to participate in a Competition the participating Club agrees to be bound by both the letter and the spirit of the Rules and Regulations, and such other Scottish Rugby Rules, Regulations, Policies or Procedures as may affect participation in competitions.
- 2.15 The participating Clubs shall ensure compliance by all of their Players and officials with applicable Rules and Regulations.
- 2.16 Participating Clubs shall comply with the Club Investment Fund Standards issued from time to time by Scottish Rugby unless a dispensation has been given to them by Scottish Rugby. Scottish Rugby shall have the power to suspend the participation rights of any Club which fails to meet or to maintain these Standards.
- 2.17 Except where a Scottish Rugby Policy, Rule or Regulation provides to the contrary, World Rugby's Laws of the Game of Rugby Football (the "Laws") and the World Rugby Regulations Relating to the Game shall apply.

## 3 COMPOSITION AND FORMAT OF THE CUP COMPETITIONS

#### **Scottish Cup**

3.1 The Scottish Cup shall be contested on a knock-out basis by those teams competing in the Premiership and National 1 divisions. The detailed competition format for the Scottish Cup shall be as published by the Championship Secretary prior to the start of the competition.

#### **National League Cup**

3.2 The National League Cup shall be contested on a knock-out basis by the Clubs competing in the National 2, 3 and 4 divisions. The detailed competition format for the National League Cup shall be as published by the Championship Secretary prior to the start of the competition.

#### **National Shield**

- 3.3 The National Shield competition shall be contested on a knock-out basis by those teams competing in the first and second divisions of the East and West Regional Leagues and Caledonia Regional Division 1 North and Midlands Conferences 1st XV's which choose to enter. The relevant Regional Competitions Committee may make necessary adjustments to this Regulation where a Regional League's second division is contested in two or more parallel sections.
  - 3.3.1 the first, second and third rounds shall be drawn on a Regional basis within Caledonia, East and West Regions producing two Caledonia, three East and three West Regional teams to progress to the Quarter Finals.
  - 3.3.2 the Quarter Final shall be contested by the 8 third round winners, drawn on a National basis.
  - 3.3.3 the semi-finals and the final shall be contested by the teams winning in the previous round.

# **National Bowl**

- 3.4 The National Bowl competition shall be contested by the remaining Regional League teams which choose to enter together with any other team admitted to the competition by the relevant Competitions Committee.
  - 3.4.1Regional Bowl: Local competitions for the Bowl shall be organised in each of the following four regions/areas: West, East (Edinburgh and the Borders), Midlands and North.
  - 3.4.2 National Bowl: The four regional winners in each competition shall contest the respective national Semi-Finals
  - 3.4.3The National semi final winners shall contest the National Final.

# 4 FIXTURES

#### **Date and Kick-Off Time**

4.1 All Cup Matches shall be played on the dates and at the time advised by the relevant Competitions Secretary. Each Match, except for the national finals, shall be played at the home ground of the Club drawn first. The venues for the national finals shall be determined by the Board. The home Club in a final shall be determined by the order of the semi-final draw, with the finalist drawn first being the home Club.

- 4.2 By exception, and where both Clubs agree, either Club may make a written application to the Competition Secretary for a Match to be played at an alternative time or on an alternative date (including evenings and weekdays). Applications shall be made no later than 7 days prior to the scheduled kick-off time and must be accompanied by evidence as to the consent of both Clubs. Written permission must be obtained from the relevant Competitions Committee.
- 4.3 Matches taking place on the same day as a home international played by the senior men's Scotland team, shall kick-off no later than 2 hours prior to the international match kick-off unless written permission is obtained from the relevant Competitions Committee. Where there is agreement between both teams an application to the Championship Committee may be made to request that the kick off time be rearranged.
- 4.4 The Championship Committee and the relevant Competitions Committee reserve the absolute right to reschedule any Match, including at short notice. In the event of a postponed or abandoned Match requiring to be rescheduled, other Matches may require to be rescheduled or further rescheduled in order to accommodate that Match.
- 4.5 Matches shall normally be played at the home Club's regular venue. The home Club must advise the relevant Competition Secretary, the visiting Club and the referee promptly if a Match is to be played at a different venue.
- 4.6 Copyright, database and all other rights in the fixtures, fixture lists and result lists shall be the property of Scottish Rugby.

# **Gate Receipts**

- 4.7 For all Matches, except the national finals, the gate receipts (net of any VAT payable by the home Club) shall be shared by the two Clubs on an equal basis, and the visiting Club's share of the receipts shall be provided to it at the end of the Match. No Club shall be entitled to deduct any Match advertising or travel expenses before the division of the gate receipts.
- 4.8 Any privilege of free admission (including by season ticket or Club membership) shall not apply and all spectators shall be charged the same level of entrance fee (where an entrance fee is charged) for equivalent accommodation

#### **Postponed and Abandoned Matches**

- 4.9 Where a Cup Match is postponed or abandoned before 20 minutes of the second half have elapsed, it shall be played as directed by the Competition Secretary. Rescheduled Matches in the Cup shall ordinarily be rescheduled to the next available fixture date free of Competition fixtures and take priority over rescheduled League matches. Where necessary the relevant Competition Committee may require a rescheduled fixture to be played midweek. Other Matches may require to be rescheduled or further rescheduled in order to accommodate that Match. A Club failing to observe a direction for the playing of a fixture shall be liable to disqualification and/or other sanction.
- 4.10 If a Match is likely to be postponed, the home Club must seek to play at an alternative venue. In the event of a postponement the home Club shall promptly notify the opposition Club, the Match referee and the Competition Secretary. Where a Club fails to find an alternative venue the relevant Competitions Committee reserves the absolute right to apply sanctions to the offending Club, including a formal reprimand and warning and/or deduction of Competition Points.
- 4.11 Where a Match is postponed for any reason, it shall ordinarily be rescheduled to the next available fixture date free of Competition fixtures. Where necessary the relevant Competition Committee may require a rescheduled fixture to be played midweek. Other Matches may require to be rescheduled or further rescheduled in order to accommodate that Match.
- 4.12 Other than with the consent of the relevant Competitions Committee, a Cup fixture may only be rescheduled once. In the event that a rescheduled fixture cannot be played, and/or where the requirements of the tournament necessitate, the Championship Committee may resolve that the winner of any Match or league stage shall be determined by the toss of a coin.
- 4.13 If a Match is abandoned after at least 20 minutes of the second half have elapsed the Match shall be deemed to have been completed and the score at the time of the abandonment shall stand as the Match result.
- 4.14 The right is reserved for the relevant Competitions Committee to investigate the causes of any abandonment and to take such action as it deems appropriate.
- 4.15 For the avoidance of doubt the procedures regarding any red or yellow cards, citing or misconduct complaints during an abandoned Match shall be the same as if the Match had been completed.

#### Non-Fulfilment of Fixtures

- 4.16 A Club failing to fulfil a knock-out Match shall be liable to disqualification and/or other sanction.
- 4.17 A Club failing to fulfil a league-format Match in the Cup shall be liable sanction as follows:
  - 4.17.1.1 First default (in season): a three Competition Point deduction;
  - 4.17.1.2 Second default: a four Competition Point deduction; and
  - 4.17.1.3 Third default and subsequent defaults: a five Competition Point deduction and the Competitions Committee shall have the additional power to relegate and/or disqualify the Club where it considers this to be either necessary or appropriate.
- 4.18 A Club subject to penalty under Rule 4.17, or Scottish Rugby, may request that the penalty be reviewed by the Competitions Committee, but only on the grounds that the default was caused by exceptional and unforeseen circumstances wholly outwith its control. Requests must be lodged with the Competition Secretary within 72 hours of the scheduled kick-off time. On review the Competitions Committee shall have right to cancel, reduce, affirm or increase the penalty.
- 4.19 Where in the view of the Competitions Committee any default was due to the wilful actions of any Club it may additionally:
  - 4.19.1 apply sanctions to either or both Clubs, including a formal reprimand and warning as to future conduct and/or deduction of up to an additional five Competition Points and/or disqualification from the relevant competition and/or a financial penalty of up to the full amount of any participation money which the Club may be entitled to; and
  - 4.19.2 award the Competition Points to either Club, divide them between the Clubs as it sees fit or decide that no Competition Points should be awarded and order that the Match be replayed.
- 4.20 In the event of a Club not fulfilling a fixture and the opposition Club incurring unnecessary expense, the relevant Competitions Committee may award a financial penalty towards the reimbursement of the non-offending Club's and the Match Official's actual costs. Proof of actual costs will be required.

#### 5 THE PLAYERS

# **Registration and De-Registration**

- 5.1 All Players participating in the Competitions must be registered on the Scottish Rugby registration system (SCRUMS).
- 5.2 A Player is registered when, subject to these Rules, the Player has been allocated a unique reference number and the Player appears on the system under the Club's list of active registered Players. For the avoidance of doubt, registration of itself does not confer eligibility to play and players must comply with these rules and all other eligibility requirements including, international Clearance.
- 5.3 All Players participating in the Competitions (other than as Emergency Player Loan Scheme Players or as allowed within the Regulations of an individual competition) must be properly registered as an active Player with the Club that they are representing.
- 5.4 A Player is registered when, subject to these Rules, the Player has been allocated a unique reference number and the Player appears on the system under the Club's list of active registered Players. Scottish Rugby reserves the right to refuse, suspend or request further information in respect of any application.
- 5.5 A Player may be registered to only one Primary League Club and one Secondary League Club. A Player's Primary League Club shall ordinarily be the Club with which the Player trains and plays most frequently. The Player may ask their Primary League Club to also register them with a Secondary League Club. The Player shall not be eligible to play for their new Club until their name appears on that body's list of active registered Players.
- 5.6 A Player wishing to transfer Club must notify their current Club of their desire to transfer. The Player's new Club shall apply in the prescribed manner to transfer the Player's registration. The Player shall not be eligible to play for their new Club until their name appears on that body's list of active registered Players.
- 5.7 A Player cannot be first registered with a Secondary Club for the quarter final (or equivalent) rounds.
- 5.8 Clubs shall ensure that their list of registered Players is at all times accurate and up to date, including in relation to whether each Player remains active. Clubs shall deactivate a Player's registration on receipt of a request from the Player. Clubs wishing to deactivate a Player's registration shall inform the Player in writing.

- 5.9 Where a Player receives International Clearance to play outwith Scotland the Player's registration must be deactivated by their Club promptly.
- 5.10 Where a Player requires a work permit, visa or other consent to play in Scotland, the Player's Club must deactivate their registration at the end of that consent.
- 5.11 A Player's registration may be suspended or cancelled (including with retrospective effect), where the Player or their Club has breached the Regulations Relating to the Game or any of Scottish Rugby's Policies, Rules, Regulations or registration procedures.
- 5.12 Subject to the foregoing, a Player's registration status on any particular date shall be determined by the listing of active registered Players on that date.

## Eligibility

- 5.13 Incoming Players requiring International Clearance shall not be eligible to participate until Scottish Rugby has provided written confirmation of the completion of the International Clearance process.
- 5.14 Other than as set out within the Rules/Regulations or with the written permission of the relevant Competition Committee, a Player may not play in Matches for more than two Clubs in any season.
- 5.15 A Player may not participate in a Match in an adult competition until the Player has attained the age of 18 years unless the Player has received prior written dispensation to do so from Scottish Rugby.
- 5.16 It shall be considered a breach:
  - 5.16.1 to register or attempt to register a Player without the Player's consent;
  - 5.16.2 to play a Player in a Match who is not eligible to participate;
  - 5.16.3 for a Player or Club to fail to comply with Player payment provisions of SDR 4.1 Player Status and Player Contracts. For the avoidance of doubt, the payment and/or the provision of material benefits to any Player in return for their participation is prohibited unless specifically permitted by SDR 4.1;
  - 5.16.4 for a Player to participate in a Match for a Club to which the Player is not registered or for which the Player is not otherwise eligible to participate for; or
  - 5.16.5 to mislead the Championship Committee, Competitions Committee or Scottish Rugby in any matter relating to Player registration or eligibility.
- 5.17 Where a Club has been found to have fielded an ineligible Player, or to have fielded a Player whose name did not appear on the Team Sheet, the relevant Competitions Committee shall have the right to impose a penalty on the Club for which the Player participated. The Player shall also be liable to such additional penalty or suspension as the relevant Competitions Committee considers appropriate.

#### **Dual Registration**

- 5.18 A Player's Primary and Secondary League Clubs must be in different league divisions. Should a Player's Primary or Secondary League Club be promoted / relegated into the same division as their other dual registered Club, the Player must be deregistered from their Secondary League Club.
- 5.19 A dual-registered Player may not play for the first XV of their lower-placed Club in the Cup quarter final/ Regional Bowl Final or later, unless at least 50% of their previous first XV Matches that season have been for the lower-placed side or where the Player has obtained the prior written permission of the relevant Competitions Committee.
- 5.20 No more than five dual registered Players may be included in the Match squad of their lower placed Club.

# **Transfer Deadline**

- 5.21 Scottish Rugby shall set Male and Female transfer deadline dates each season (see Appendix 1).
- 5.22 Any Player receiving International Clearance to play in Scotland, being Dual Registered or being transferred between Clubs after the relevant transfer deadline may not participate for their new Club in a Competition for the remainder of that season unless either:
  - 5.22.1 the relevant competition Regulations permit; or
  - 5.22.2 the Player attains the age of 18 years after the Transfer Deadline; or
  - 5.22.3 the Player receives written permission from the Championship Committee to do so.
- 5.23 The Transfer Deadline does not apply in respect of Teams participating in a Regional League's second or lower division. However, any Player benefiting from this exemption cannot participate in a national semi final or final of the Shield or Bowl without the prior written consent of the Championship Committee. It shall be at

the Championship Committee's discretion to decide whether sufficient reason has been provided to grant such a dispensation.

#### Pro Team Contract, Pro Team Academy and Super Series Contract Players

- 5.24 Players contracted to Edinburgh Rugby or the Glasgow Warriors, Scottish Rugby Pro Team Academy Players and Players registered in a Super Series Tournament Squad, shall not be eligible to participate in Cup Competition Matches except;
  - 5.24.1 whereby a player registered to a club may become registered to a Super Series Tournament Squad for the 2024 Super Series Sprint and compete in National Competitions for their Club until the end of the season. In such cases the players must be dual registered with both teams.
- 5.25 Players who cease to be a member of a Super Series registered Tournament Squad shall, subject to 5.26 below, the general provisions of the Rules and to any competition specific Regulations, be eligible to participate in Matches from the date they cease to be a member of their Super Series Tournament Squad (but, subject to the terms of the Super Series Protocol and Super Series Tournament Rules, shall then be unable to register/re-register for a Super6 team until after the first anniversary of the end of their previous Super Series contract).
- 5.26 No more than three Players who have ceased to be a member of a Super Series registered Tournament Squad within the current season may be included in any match day squad.
- 5.27 Participation as a Super Series Emergency Player (as defined within the Super Series Tournament Rules) shall not break the Player's registration for Competition purposes nor affect that Player's ability to participate in Competition Matches.

#### **Emergency Loan Scheme**

- 5.28 A Club which would otherwise be unable to fulfil a Match or to meet the requirements of Law 3.8 due to a short-term lack of suitably experienced front-row forwards, may take on loan up to two front-row Players from other Clubs. Emergency Loan Players shall not become registered to their loan Club for these purposes.
- 5.29 No Player may play on loan in a Match for:
  - 5.29.1 a Club in the same league division as the Player's Primary Club;
  - 5.29.2 a Club in a lower league division, from the quarter-finals or equivalent (or later) of the relevant Competition; or
  - 5.29.3 a Club where their participation on loan risks compromising their Primary Club's ability to meet its own competition obligations.
- 5.30 Without the prior approval of the relevant Competitions Committee:
  - 5.30.1 no Player may play on loan with the same Club in more than three Matches per season or for more than two Clubs in any season; and
  - 5.30.2 no Player who has participated for his Primary Club in more than eight matches (excluding in the Reserve League) may play on loan with a Club from a lower league division.

## **Premiership & National League Division One Players**

5.31 Players who have participated in one or more Premiership or National League Division 1 matches shall not be eligible to participate in the Regional or National Bowl.

# 6 THE TEAMS

#### **Team Colours**

- 6.1 Clubs must ensure that they avoid a clash of team colours (jersey and/or socks). The Match referee shall be the sole judge as to whether colours clash. Where necessary it shall be the responsibility of the home Club to change.
- 6.2 Clubs proposing to play other than in their normal colours, as annotated in SCRUMS, must advise the opposition and the Match referee not less than 72 hours before kick-off.

# **Team Sheets**

- 6.3 Clubs must deliver a fully completed team sheet to the Match referee and to the opposition manager/coach not later than 30 minutes before kick-off. Changes to the team sheet may be made up to kick-off.
- 6.4 The team sheet must specify the jersey number or some other form of unique identification, full name and

- registration number of each Player. Players capable of playing at tight-head prop, loose-head prop and hooker must be highlighted as such. The team sheet must separately identify any Player playing for their Secondary League Club and any Emergency Player Loan Scheme Players.
- 6.5 Any Club wishing to use an identification method other than jersey numbers must request approval from the Championship Committee or respective Competition Committee no later than 10 days before a fixture.
- 6.6 Players, previously contracted in a Super6 Tournament Squad during the current season, must be highlighted as such on the team sheet.
- 6.7 Team sheets must be submitted to Scottish Rugby within 48 hours of kick-off.
- 6.8 For the avoidance of doubt it shall be a considered a breach when:
  - 6.8.1 A club fails to timeously deliver a team sheet to the other Club and Match referee; or
  - A club fails to submit a team sheet to Scottish Rugby fully, accurately or timeously. A Club may forfeit £20 of their 'CIF' payment in respect of each such default. In the event of five or more failures the relevant Competition Secretary shall consider raising a Complaint (in accordance with Rule 10) against the Club.

#### **Number of Starting Players**

- 6.9 In **Scottish Cup**, **National Leaue Cup** and **National Shield** matches, both teams must start the Match with 15 Players, including a suitably experienced front-row.
- 6.10 In the **Bowl** competition:
  - 6.10.1 a team may start a Match with less than 15 Players (but not less than 12 Players), subject to it fielding at least five Players in the scrum at all times.
  - 6.10.2 a Match may start with uncontested scrums, subject to there being at least five Players in the scrum at all times and the Club requesting uncontested scrums not being allowed to include any replacements in its Match day squad. A team requiring to start a Match with uncontested scrums must advise the opposition and the referee as soon as possible and, other than in exceptional circumstances, no later than 30 minutes before kick-off. The team requesting uncontested scrums must also advise the appropriate Competitions Committee no later than 48 hours after kick-off.
- 6.11 In Any Match not complying with this requirement shall be declared unfulfilled and shall be treated as a Non-Fulfilled Fixture.

# **Replacements / Substitutes**

6.12 The number of replacements/substitutes shall be as follows:

**Scottish Cup & National League Cup**: Quarter Finals, Semi-Finals and Final not more than seven but not less than four, earlier rounds four or five.

National Shield: Not more than seven.

Bowl: Not more than seven.

- 6.13 There is no requirement for there to be parity as to the number of replacements available to each team and the requirements of Law 3.8 in respect of the number of front row players within any Match squad must be observed.
- 6.14 The maximum number of rolling substitutions a team may use in any Match shall be 12. The 15-minute limit on temporary Blood Replacements in Law 3 does not apply to rolling substitutions.
- 6.15 No Player may be included in squads for Matches which are being played either concurrently or are overlapping.

#### **Late Arrival**

6.16 Where some or all of its Players have been unavoidably delayed, a Club may request the Match referee to delay the kick-off to enable it to achieve a full side. No Match may be delayed such that the Match would not be completed in good time. The Match referee shall be the sole judge in this regard.

# 7 THE GROUND

#### The Pitch

- 7.1 The home Club shall provide a suitable pitch complying with Law 1. The dimensions of the pitch shall be as near as is practicable to the maximum permitted by Law 1 and must exceed any requirement set by Scottish Rugby.
- 7.2 Padding around the goalposts, conforming to Law 1.7, must be provided.
- 7.3 If the home Club fails to meet the requirements of Rule 7.1 or 7.2 the Match referee may order that the Match be postponed.

#### **Technical Zones**

- 7.4 Two technical zones (one for each team) must be provided. The technical zones shall be on the same side of the pitch and shall be marked on the ground. Where practicable they shall be located in the Perimeter Area of the Playing Enclosure and shall commence not less than 5m either side of the half-way line. The technical zones must be set back at least 2m from the touch line.
- 7.5 A maximum of six club personnel (coaches, medics, water carriers or other officials) may be present in each technical zone. All persons present in the technical zone (a) must conduct themselves at all times in an orderly fashion in accordance with the highest standards of disciplined and sporting behaviour; and (b) must not obstruct, interfere with or direct any comments towards the Match officials.
- 7.6 Replacements must stay outwith the Playing Enclosure, unless warming up or about to enter the Field of Play as a replacement.

#### Sin Bins

7.7 Two "sin bin" areas (one for each team) must be provided. The sin bin areas shall be at least 10m apart and shall be afforded a clear view of the Playing Enclosure.

#### **Fitness of Ground or Conditions for Play**

- 7.8 If, prior to the day of the Match, there is doubt as to the potential fitness of the ground the following arrangements must be made:
  - 7.8.1 Advance warning, being at least 24 hours where reasonably practicable, must be provided to the visiting Club and the Match referee. The visiting Club and referee must be advised as to any potential contingency arrangements.
  - 7.8.2 The visiting Club shall provide details of a point of contact in relation to the potential postponement and shall also advise as to their intended time of departure.
  - 7.8.3 The home Club shall arrange for an independent assessment of the pitch. The assessment should, where reasonably practicable, be made by the Match referee, failing which by another independent person (such as a local referee, referee coach/assessor, Scottish Rugby official or an official from another club).
  - 7.8.4 The assessment shall be undertaken not less than 60 minutes prior to the visiting Club's intended departure time. The result of the inspection shall be communicated to the visiting Club not less than 30 minutes before its intended departure time and to the Match referee.
  - 7.8.5 Should the home Club fail to arrange for an independent assessment the visiting Club may do so. Where said assessment indicates the ground to be playable and the home Club has postponed the fixture, the relevant Competitions Committee may investigate as to whether a breach of these rules has been committed.
- 7.9 Where prior to kick-off there is doubt as to the fitness of the ground or the conditions for play, the Match referee and the team captains shall inspect the pitch. If any one of these three persons deems the pitch or conditions to be unplayable then the Match shall be postponed. This decision shall lie solely with the team captains and the Match referee. The captains shall notify their own Club of the decision.
- 7.10 Within 48 hours of the decision not to play a Match the home Club shall advise the relevant Competition Secretary as to the reason why that Match was not fulfilled. The Competition Secretary may seek further information in order to decide whether a Complaint should be raised against either or both Clubs.
- 7.11 Where a Club does not own or have rights over its ground, and the ground is declared unplayable by the holder of said rights, written evidence of such decision must be obtained and must be submitted to the Competition Secretary. In the event of failure to provide written evidence to the Competition Secretary, the Competition Committee may decide whether a Complaint should be raised against the home Club.

# 8 THE MATCH

#### **Match Organisation**

- 8.1 Unless otherwise directed by the relevant Competitions Committee, the home Club shall be responsible for the logistics involved in the staging of the Match.
- 8.2 The home Club shall ensure that the designated venue is fit for the purpose of staging the Match including, but not limited to, ensuring that:
  - 8.2.1 the designated venue complies with all applicable government and local restrictions, health and safety legislation, local authority consent and associated requirements, and is safe for the purpose of admitting persons to the venue to assist in the organisation of, or to play in and/or spectate at the Match:
  - 8.2.2 at all times it maintains appropriate insurance to cover its potential liabilities arising from the staging of the Match, including the admission of spectators and others to the venue.
- 8.3 The home Club shall ensure that the visiting Club are advised of all relevant venue health and safety and associated requirements.
- 8.4 The home Club shall ensure that spectators are kept at a reasonable distance from the Playing Enclosure and at no time are able to enter the Playing Enclosure to interfere or interact with the Match, the Match officials or any of the Players or other Persons entitled to be within the Playing Enclosure.

#### **Match Ball**

8.5 The home Club shall provide at least three match balls compliant with the Laws.

#### Half-Time Interval

- 8.6 The half-time interval shall normally be five minutes. The length of the interval may be altered by agreement between the Clubs provided that this is notified to the Match referee prior to kick-off but shall not be more than 15 minutes.
- 8.7 The teams may retire to covered accommodation at half-time.

# **Knock-Out Matches: Extra Time**

- 8.8 If the scores at full-time in a play-off or knock-out Match are equal, extra time shall be played comprising 10 minutes each way with a one-minute interval. A coin shall be tossed by the Match referee to determine the direction of play. If the scores are still equal after extra time the following criteria (in the order given and including occurrences in extra time) shall be used to decide the winner:
  - 8.8.1 the team scoring more tries;
  - 8.8.2 the team scoring more conversions;
  - 8.8.3 the team scoring more drop goals;
  - 8.8.4 the team receiving fewer red cards; and
  - 8.8.5 the team receiving fewer yellow cards.
- 8.9 If the event that none of the above is able to separate the teams, further periods of extra time shall be played during which the Club which scores first shall be the winner.

#### **Notification of Results**

8.10 The home Club shall be responsible for notifying the Match result to the Competition Secretary in accordance with the procedures set out by Scottish Rugby.

# 9 REFEREES, ASSISTANT REFEREES AND TOUCH JUDGES

- 9.1 Scottish Rugby shall appoint a referee and assistant referees for each of the Finals Matches in the National Cup Competitions.
- 9.2 In respect of earlier rounds:
  - 9.2.1 Scottish Rugby shall appoint a referee and, where available, assistant referees for all Scottish Cup and National League Cup Matches. Where assistant referees are not appointed each club shall provide a touch judge.

- 9.2.2 The home Club's referee society shall appoint a referee for each Shield and Bowl match. Other than for the National semi-finals, where assistant referees shall be appointed by the home Club's local society, each Team shall provide a touch judge.
- 9.3 Responsibility for confirmation of the referee and, where appropriate, the assistant referees shall lie with the home Club.

# 10 COMPLAINTS

- 10.1 A complaint into an alleged breach of the Rules or Regulations (a "Complaint") may be raised by:
  - 10.1.1 the Championship Secretary (in relation to any Competition);
  - 10.1.2 a Competition Secretary (but only in relation to matters affecting that competition); or
  - 10.1.3 a Club (but only in relation to a matter which affects it directly and which causes it to suffer significant disadvantage in a Competition, or some other form of material prejudice).
- 10.2 All Complaints must:
  - 10.2.1 state (a) the nature of the Complaint, including the Rule/Regulation alleged to have been breached, and (b) the nature and the extent of the disadvantage/prejudice allegedly suffered; and
  - 10.2.2 be signed on behalf of the complainant (in the case of a Club this shall be by either the Club President or Secretary).
- 10.3 Complaints submitted on behalf of participating Clubs must be submitted to the relevant Competitions Committee or, as the case may be, the Championship Committee within 14 days of the alleged infringement occurring (for the avoidance of doubt the 14-day period shall run from the actual event, not from the date of the complainant becoming aware of it).
- 10.4 The subject of the Complaint shall be sent a copy of it as soon as practical following receipt.

#### **Complaint Process**

- 10.5 Complaints shall be heard by the relevant Competitions Committee, or a sub-committee of it comprising not less than three members (the "Complaints Committee"). Where the Complaint is heard by a sub-committee, the Complaints Committee shall elect one of its members as Chair. Any member with an actual or potential conflict of interest shall be required to recuse themselves.
- 10.6 The Complaints Committee may:
  - 10.6.1 Regulate its own procedure and determine any matter arising in relation to the Complaint. Meetings of the Complaints Committee may take place either in whole or in part in one place, by letter, telephone, e-mail, video-conference, on-line forum, webcast or by any combination of convenient means. Complaints shall normally be heard based on the papers but may be by way of hearing where the Complaints Committee or one of the parties so requests;
  - 10.6.2 Determine the timescale for the proceedings. For the avoidance of doubt the Complaints Committee shall be entitled to expedite the process where it considers that this is required for the benefit of the competition. The Complaints Committee may also set aside the requirement for Complaints to be brought within 14 days where it believes that it is in the best interests of the game to do so;
  - 10.6.3 Call upon, receive and consider such evidence as it thinks appropriate; and
  - 10.6.4 Request the attendance at any hearing into a Complaint of any Club, team or person under the jurisdiction of Scottish Rugby. Where a Club, team or person requested to attend refuses or fails to do so the Complaints Committee may adjourn the hearing, proceed in their absence or refuse to allow their evidence to be given in any other form. Any Club, team or person refusing to attend without reasonable cause, failing to co-operate with the Complaints Committee or seeking to mislead at any point in the Complaint process may be subject to Misconduct proceedings under Scottish Rugby's Disciplinary Rules.
- 10.7 The subject of the Complaint shall have the right:
  - 10.7.1 to be represented at any hearing by up to two people, in the case of a Club one of whom must be a Club member. The name and capacity of those attending shall be advised to the Complaints Committee in advance of the hearing;
  - 10.7.2 to submit evidence, call witnesses and make representations at any hearing; and

- 10.7.3 to be notified in writing of the outcome of the hearing as soon as is reasonably practicable.
- 10.8 The onus of proof shall be on the complainant to establish the breach of the Rule or Regulation alleged. The standard of proof shall be on the balance of probabilities.
- 10.9 A written statement giving reasons for the decision of the Complaints Committee shall be provided if so requested by the parties and upon the lodging of a note of appeal.

#### Sanctions

- 10.10 Where a Complaint has been upheld, the Complaints Committee shall be entitled in its absolute discretion to impose any or all of the following sanctions or penalties (including on a suspended basis):
  - 10.10.1 a caution, a warning as to future conduct or a reprimand;
  - 10.10.2 a fine or award of costs;
  - 10.10.3 require any Match complained of to be replayed on such terms as are deemed appropriate;
  - 10.10.4 the deduction of up to five Competition Points in respect of each breach identified;
  - 10.10.5 forfeiture of and/or the granting to another Club of the Competition Points for a Match (including Bonus Points) or the awarding of the result in the Match complained of;
  - 10.10.6 the suspension or expulsion of a Club, team, Player or person from participation in any Competition for such period as may be deemed appropriate;
  - 10.10.7 such other penalty or sanction as may be deemed appropriate.

#### **Acts of Misconduct**

10.11 For the avoidance of doubt a Competitions or Complaints Committee shall be entitled to refer any act of potential Misconduct (as defined in the Disciplinary Rules) to the Discipline Manager for further consideration.

# 11 APPEAL PROCEDURE

## The Appeals Committee

- 11.1 The Board shall establish an independent Competition Appeals Panel (the "Appeals Panel") to hear and determine appeals against decisions of the Championship Committee and Competitions Committees, including decisions delegated to the Championship Convenor, Championship Secretary and/or other bodies or individuals appointed to assist with the organisation of specific competitions.
- 11.2 The Board shall appoint the members of the Appeals Panel and, from those members, a Chair of the Appeals Panel. The members of the Appeals Panel shall comprise legally qualified persons together with current and former administrators/players and such others as are considered by the Board to have skills and experience relevant to the work of the Appeals Panel.
- 11.3 The Chair of the Appeals Panel shall from time to time select not less than three members of the Appeals Panel to sit as an Appeals Committee and shall select one of those members (who shall ordinarily be a legally qualified solicitor or advocate of at least five years' standing) to act as Chair of the Appeals Committee. The Scottish Rugby Regulatory Department shall provide administrative support to the Appeals Committee.
- 11.4 All decisions of the Appeals Committee shall be made by majority. No member of the Appeals Committee may abstain. The Chair of the Appeals Committee shall have both a deliberative and, where the Appeals Committee consists of an even number of members, a casting vote.

## **Grounds for Appeal**

- 11.5 The grounds for appeal shall be limited to the following:
  - 11.5.1 the original decision was unduly harsh or oppressive;
  - 11.5.2 the body or person making the decision misdirected itself in relation to the Laws of the Game and/or the relevant competition Rules and Regulations;
  - 11.5.3 the body or person making the decision, in the exercise of its discretion, took account of factors it should not have or failed to take account of factors it should have;
  - 11.5.4 there has been a breach of natural justice; or
  - 11.5.5 no other reasonable body or person appointed to that role would have reached that decision.
- 11.6 For the avoidance of doubt:
  - 11.6.1 no Club, team or person may appeal in respect of any sanction imposed on, or other decision made

- concerning, another Club, team or person; and
- 11.6.2 no Appeal may be brought against an operational decision made in the running of a Competition, notwithstanding that the effect of such decision could impact financially or otherwise on the Club, body or individual.

#### Timing and Form of Appeal

- 11.7 Notes of appeal must be in writing, be signed by the appellant and must be lodged with the Appeals Committee Secretary within seven days of the decision appealed against being made. The note of appeal must contain the following:
  - 11.7.1 the name of the party making the appeal and the office held /capacity of the person signing it;
  - 11.7.2 the decision appealed against, including details of the party which made the original decision, the date of the decision and any sanction imposed;
  - 11.7.3 the full grounds of appeal; and
  - 11.7.4 any documentation upon which the appellant intends to rely in relation to the appeal.
- 11.8 Other than on cause shown and with the approval of the Appeals Committee, it shall not be permissible to introduce evidence which was available, or could reasonably have been available, at the time the decision appealed against was made but which was not brought to the attention of the original Complaints Committee.

#### **Appeal Process**

- 11.9 The Appeals Committee shall, subject to the requirements of natural justice, have the power to:
  - 11.9.1 regulate its own procedure and determine any matter arising in relation to the Appeal. Meetings of the Appeals Committee may take place either in whole or in part in one place, by letter, telephone, e-mail, video-conference, webcast or by a combination of convenient means;
  - 11.9.2 determine the timescale for the appeal. The timescale shall be advised to the appellant, who may request a postponement of any hearing on cause shown. For the avoidance of doubt the Appeals Committee shall be entitled to expedite the process where it considers that this is required for the benefit of the competition or in the best interests of the game to do so;
  - 11.9.3 call upon, receive and consider such evidence as it thinks appropriate; and
  - 11.9.4 request the attendance at any hearing of any Club, team or person under the jurisdiction of Scottish Rugby. Where a Club, team or person requested to attend refuses or fails to do so the committee may adjourn the hearing, proceed in their absence or refuse to allow their evidence to be given in any other form. Any Club, team or person refusing to attend without reasonable cause, failing to co-operate with the Appeals Committee or seeking to mislead at any point in the Complaint process, may be subject to Misconduct proceedings under Scottish Rugby's Disciplinary Rules.
- 11.10 The appellant shall have the right to be represented at any hearing by up to two people, in the case of a Club one of whom must be a Club member. The name and capacity of those attending shall be advised to the Appeals Committee in advance of the meeting.
- 11.11 Scottish Rugby's Discipline Manager or his nominee may represent the original decision making body or person at any Appeal Hearing.
- 11.12 Where evidence is given before the Appeals Committee, there shall be no cross-examination of witnesses except through the Chair and to the extent that the Appeals Committee in its discretion permits. The deliberations of the Appeals Committee shall be in private.
- 11.13 No appeal shall be decided upon grounds not contained within the note of appeal lodged by the appellants. The Appeals Committee may, on cause shown, allow further grounds of appeal to be stated providing that the party who made the original decision or its representative is given an opportunity, within a reasonable time, to answer the same.

# **Appeal Decision**

- 11.14 Having heard such evidence it deems appropriate and any submission made by or on behalf of the appellant, the Appeals Committee may decide to:
  - 11.14.1 affirm the original decision; or
  - 11.14.2 uphold the appeal by setting aside the decision appealed against and quashing any sanction imposed under it; or

- 11.14.3 uphold the appeal in part by setting aside part only of the decision appealed against and/or modifying any sanction imposed; or
- 11.14.4 refuse the appeal and increase the sanction imposed on the appellant or substitute an alternative sanction; or
- 11.14.5 take any step which in the exercise of its discretion the Appeals Committee considers it would be appropriate to take in order to deal justly with the appeal.
- 11.15 The decision of the Appeals Committee shall be advised to the appellant as soon as reasonably practicable after the conclusion of the hearing. Where it considers it appropriate, the Appeals Committee may deliver an oral decision at the conclusion of the hearing. A written statement giving reasons for a decision of the Appeals Committee shall be provided in due course if so requested by the appellant. Scottish Rugby reserves the right to make public the outcome of any appeal and the identity of any Club, team or individuals concerned.
- 11.16 The decision of the Appeals Committee shall be notified to all parties in writing and shall be final and binding on all concerned.

#### **Acts of Misconduct**

11.17 For the avoidance of doubt the Appeals Committee shall be entitled to refer any act of potential Misconduct under Scottish Rugby's Disciplinary Rules to the Discipline Manager for further consideration.

# 12 NOTICES

12.1 Any notice served pursuant to the Rules and Regulations shall be in writing and shall be delivered by email or first-class post. All notices shall be deemed, until the contrary is proved, to have been received on the date of sending if sent by email or within 48 hours if sent by first-class post.

# 13 OMMISSIONS, INTERPRETATION AND EXCEPTIONAL CIRCUMSTANCES

- 13.1 A Competitions Committee, the Championship Committee, a Complaints Committee or the Appeals Committee may, on cause shown, relieve a Club, team or person from the consequences of a failure to comply with the Rules and Regulations which is shown to be a mistake, oversight or other excusable cause on such conditions as the Committee so determines.
- 13.2 With the prior approval of the Board, the Championship Committee (or relevant Competition Committee) or Appeals Committee shall have the discretion to:
  - 13.2.1 decide on matters not provided for in the Rules and Regulations and to take appropriate action thereon;
  - 13.2.2 interpret the meaning of the Rules and Regulations in accordance with the underlying principles and intent (insofar as it can be ascertained) of the relevant Rule / Regulation and the interests of the game;
  - 13.2.3 determine any inconsistency between the Rules and Regulations and to rectify any administrative error.
- 13.3 The Championship Committee or relevant Competitions Committee's decision(s) in respect of those matters referred to in Rule 13.2 shall be final and binding save for any right to appeal as may be allowed under these Rules.

# **Appendix 1**

# **Designated Adult Competitions and Key Dates**

# 1 Designated Competitions

The National Competition Rules shall apply in respect of the following competitions and such other competitions as may be designated by the Board from time to time:

#### Adult Men

- 1. Premiership and National Leagues (Divisions 1, 2, 3 and 4)
- 2. Caledonia, East and West Regional Leagues
- 3. Inter City Reserve League
- 4. Regional Reserve Leagues
- 5. (where scheduled) Scottish Rugby Union Cup competitions

#### **Adult Women**

- 1. Premiership
- 2. Caledonia North, Caledonia/East and West Regional Leagues
- 3. (where scheduled) Scottish Rugby Union Cup competitions

# 2 Key Dates

Close Time ends: 04 August 2023

Transfer Deadline: 01 December 2023

Close Time begins: 20 May 2024

# **Appendix 2**

# **Quick Guide to specific rules and regulations**

This is not a conclusive list of all rules and regulations in place and clubs are expected to have read and observe all rules and regulations as outlined in this document.

| Rule &<br>Regulation  | Scottish Cup & National League Cup  | National Shield   | National &<br>Regional Bowl   |
|---|---|---|---|
| The U19<br>Scrummage<br>Law Variations<br>may apply                         | No  | No  | No  |
| Minimum<br>number of<br>starting players                                    | Both teams must start the<br>Match with 15 Players,<br>including a suitably<br>experienced front-row.   | Both teams must start the<br>Match with 15 Players,<br>including a suitably<br>experienced front-row.   | Teams can start with less<br>than 15 players but not less<br>than 12.   |
| Start with<br>Uncontested<br>scrums   | Not applicable  | Not applicable  | Yes   |
| Transfer<br>Deadline  | 01 December 2023  | 01 December 2023 for Regional 1 Clubs. Transfer deadline date is not applicable for Regional 2 Clubs, however players benefiting from the exemption cannot participate in a national semi-final or final of the Shield or Bowl without the prior written consent of the Championship Committee. | Transfer deadline date is not applicable for Regional 2 and 3 Clubs, however players benefiting from the exemption cannot participate in a national semi-final or final of the Shield or Bowl without the prior written consent of the Championship Committee |
| A Player must<br>be registered<br>with the club<br>they are<br>representing | All Players participating in the Competition (other than as Emergency Player Loan Scheme Players) must be properly registered as an active Player with the Club that they are representing. | All Players participating in the Competition (other than as Emergency Player Loan Scheme Players) must be properly registered as an active Player with the Club that they are representing.   | All Players participating in the Competition (other than as Emergency Player Loan Scheme Players) must be properly registered as an active Player with the Club that they are representing.   |

| No of Dual<br>Registered<br>players<br>permitted | No more than five dual registered Players may be included in the Match squad of their lower placed Club. | No more than five dual registered Players may be included in the Match squad of their lower placed Club. | No more than five dual registered Players may be included in the Match squad of their lower placed Club. |
|--|--|--|--|
| No. of replacements permitted                    | Up to Quarter Finals: Four or five.  Quarters, Semi & Final: not more than seven, not less than four.    | Up to Seven.   | Up to Seven  |
| Player<br>matching<br>required                   | No   | No   | No   |
| Game On permitted                                | No   | No   | No   |