

# Wairarapa Bush Rugby Union (Inc.)



**1971 – 2021**  
**Celebrating 50 Years**

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**2021**  
**Council of Clubs**  
**Competition Rules**

(Final V8.1 - 30<sup>th</sup> April 2021)

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**Glossary of Terms – (in alphabetical order)**

Adjudication Panel	Consisting of the CoC Chair, the CoC Deputy Chair, and the CEO WBRU. The Panel is responsible for adjudication of player registrations, regrades, transfers, match disputes and management of breaches of the CoC Rules for Judicial consideration.
Appeal Panel	A fully autonomous Panel of three persons, to determine any Appeal in relation to Judicial proceedings heard under the CoC Rules
CEO	Chief Executive Officer of Wairarapa Bush Rugby Union (Inc.) or Acting CEO
CLO	Club Liaison Officer of Wairarapa Rugby Union (Inc.)
COC	Council of Clubs. Under the Part 10.2(b) of the Constitution of the (WBRU) the Council of Clubs (COC) is delegated the responsibility of controlling the club rugby competition in Wairarapa Bush.
DSLVS	New Zealand Domestic Safety Law Variations
Judicial Panel	A fully autonomous Panel of three persons, appointed to hear and determine allegations of breaches of the CoC Rules referred to it by the Adjudication Panel.
NZR	New Zealand Rugby
PU	Provincial Union
Senior Rugby	Premier and Senior Reserve Grades
NZ Rugby Database (NZRD)	Refers to any of the database electronic platforms administered by the NZR for use by PU's: e.g., Electronic Team Card, NZ Sporty APP, SKED, forms or "MyRugbyapp"
The Disciplinary Rules	New Zealand Rugby Disciplinary Rules and Procedures: "The Disciplinary Rules"
TRO	Technical Review Officer appointed by the CEO for the purpose of determining the need for further investigation into allegations of breaches of the CoC Rules.
WBRA	Wairarapa Bush Rugby Referees Association
WBRU	Wairarapa Bush Rugby Union (Inc.) (Referred to as the Union)

## 1. General Provisions

These rules apply to all players and clubs in all senior competitions administered by the WBRU. These Rules are managed by the WBRU Council of Clubs.

Any breach of these rules shall be dealt with in accordance the process set out in Rule 19.

These Rules are accompanied by Regulations as listed. (See Appendices)

- Regulation ONE: Competition Formats
- Regulation TWO: 'Game-On' Provisions
- Regulation THREE: Disciplinary Conduct and Rule Breaches
- Regulation FOUR: Council of Club Judicial Procedures

### 1.1 Rules Amendment

- 1.1.1 These rules can only be created or amended at a meeting of the COC called for that purpose between the end of the club playing season and the end of that calendar year.
- 1.1.2 A Special General Meeting of the COC can be called at the request of a minimum of six members of the Council of Clubs for the purpose of urgently adopting or amending new Rules which must only be approved if the rule changes are in the best interests of rugby administered by the WBRU.
- 1.1.3 Notice of all such meetings shall be forwarded to the COC members at least 10 days before the meeting.
- 1.1.4 The quorum for a SGM shall be six members of the COC and the rule changes shall be voted on and a majority shall be sufficient to create or change a rule.
- 1.1.5 The rules as amended from time to time shall apply from the 1st of January of the following calendar year unless they are adopted for immediate implementation at a SGM called in accordance with Rule 1.1 2 as above.

### 1.2 Regulation Amendment

The CoC may adopt, amend, or rewrite any Regulation to these Rules at any time. Any adoption, amendment or rewrite of a Regulation can be made at any ordinary general meeting of the CoC by a motion approved by 50% of the members present. Those changes shall come into force immediately.

## 2. Grades / Competition

The COC shall advise the number of grades they intend to have for the year after the first COC meeting in each calendar year.

### 2.1 Team and Player Registrations Timeline.

- 2.1.1 The COC shall set the team registration fee by end of January each year and notify the Clubs on or before 1st February each year.
- 2.1.2 Board to Advise Affiliation fees and the WBRU to send invoices to clubs once teams are confirmed in each grade.
- 2.1.3 COC will send to each Premier club a Registration Form and Invoice for the relevant registration fee by 15th February.

- 2.1.4 The club must return the completed Premier Team registration form along with payment of the relevant fee to WBRU by the 1st of May. Registration fees are non-refundable.
- 2.1.5 No team may play without the relevant registration fee being paid to WBRU.
- 2.1.6 Clubs shall identify their Premier Grade Team in the NZRD system 14 days prior to the competition start-date using the “Team Builder” App. That list shall comprise a minimum 22 players. In completing that list Clubs should consider the playing-day requirement to have at least 5 front row players identified in their Team list if they wish to declare a 22-man playing squad.
- 2.1.7 Clubs shall identify Senior Reserve grade team lists in the NZRD “Team Builder App” 7 days prior to commencement of competition.
- 2.1.8 Affiliation fees to be set annually by WBRU board. Prize money per team to be set annually under Regulation One.
- 2.1.9 All Prize money collected will be used to fund prize money for round winners as determined annually under **Regulation One**.

## **2.2 Competition Formats**

- 2.2.1 Before the commencement of each playing season the COC shall determine the format for all club competitions. These formats shall be set out in **Regulation One** of these Rules.
- 2.2.2 The CoC shall announce the starting date for each competition as soon as practicable after their first Council meeting of the New Year.
- 2.2.3 The clubs shall be informed in writing as soon as practical and prior to the release of the draw.

## **2.3 Draw Delivery**

The COC will issue the Premier grade draw for the first round of the WBRU club competition to the clubs at least 2 weeks prior to the commencement of the season. The Senior Reserve draw will be issued as soon as practicable after registrations are received.

## **2.4 Age Eligibility**

Where grades refer to age limits, player eligibility shall be determined by a player's age as of the 1st of January of that year.

## **2.5 Premier Grade Competition**

- 2.5.1 The Premier competition will be limited to 8 teams which have registered under Rule 2.1. Those are 7 teams from the previous season and the winner of the promotion / relegation match at the end of that season if such a match has been held. If no promotion / relegation match has been played the same 8 teams will participate.
- 2.5.2 If there are fewer than 8 teams registered by the 1st of March, then expressions of interest for entry into the Premier competition will be invited from clubs not already represented in the Premier grade. If there are more expressions of interest than available spaces, then the team(s) admitted to the Premier Competition will be decided at the discretion of the COC.

## **2.6 Promotion Relegation**

- 2.6.1 Only the winner of the Senior Reserve grade final will earn the right to challenge for a place in the Premier competition. Senior Reserve teams already represented by their club in the Premier grade are not eligible.
- 2.6.2 The Premier Team to play the promotion relegation fixture is the team finishing bottom in the Premier competition after the completion of the second round regardless of the outcome of any semi-finals or finals of the Hodder Steffert Plate.
- 2.6.3 If the Premier Grade finishes the season with less than 8 teams, the Senior Reserve Team that wins the Senior Reserve Grade and which is eligible for promotion, will automatically win promotion without the need to play a promotion/relegation game.

## **2.7 Promotion Relegation Criteria**

- 2.7.1 Match to be played at Trust House Memorial Park No. 1 Ground, (The Turf) Masterton
- 2.7.2 In the result of a draw at the end of normal time the bottom placed team in the Premier competition retains Premier status for the following year
- 2.7.3 Match to be played the week following the finals
- 2.7.4 The match is to be played under the Laws of Rugby applying to the Premier Grade and under the same competition rules as semi-finals and finals except that there will be no extra time played if the scores are tied at fulltime.

## **2.8 Within Club Transfers**

- 2.8.1 No club shall have more than one team in the Premier Grade, but with the express permission of the COC any club can have more than one team in the Senior Reserve Grade.
- 2.8.2 If a Club has more than one team playing in the Senior Reserve competition those teams are subject to transfer rules between those teams as if they were representing separate clubs.
- 2.8.3 When a club has more than one team playing in the Senior Reserve Competition, at the completion of the first round, the top ranked team from that club will be considered that Club's 'Premier Side' and Section 8 of these rules as it relates to "floating players" shall apply as if that team was playing in the Premier Competition.

## **3. Variations to the Laws of Rugby and the DSLV**

- 3.1 Matches in all Grades are played under "The Laws of The Match of Rugby Union" as varied by the New Zealand 'Domestic Safety Law Variations (DSLVL)'.  
3.2 "NZR Game On" provisions as set out in Regulation Two of these Rules shall apply to all WBRU games below Premier Rugby.
- 3.3 The COC may, in consultation with NZR, make appropriate variations to these rules. Those variations shall be set out in Regulation One: Competition Formats



## **4. Eligibility to Play and Coach in the Competition**

All teams must have their coach, assistant coach and manager attend a Rugby Smart course prior to the start of the playing season. One of the above must be present at each match the team plays in order to fulfil the requirements set down by NZR and Rugby Smart. This also includes a player who has completed a rugby smart course and is registered as a coach in the NZR data base and affiliated to the club concerned. The Rugby Smart official must be identified on the NZRD's and must be on the side-line during the match.

A list of those who have attended will be provided to all clubs prior to season commencement.

Failure to meet the requirements of this Rule is a Breach of the CoC Rules and can be dealt with Under Rule 19.

### **4.1 Players receiving Blue Card (Concussion Card),**

If a player receives a blue card, that player is not permitted to transfer to a non WBRU club, or play at any level, until the player has completed:

- a) The Graduated Return to Play protocols have been implemented, and
- b) Medical clearance has been granted by a medical professional, and
- c) The Club has received approval from the WBRU

### **4.2 Clearance and Graduated Return to Play Protocols**

The WBRU will not consider any request for clearance for a Match if that request is received within 24 hours of the match. The player may train as allowed by the Graduated Return to play protocols.

### **4.3 Amateur Game**

The intention of the club competition is an amateur competition and there is to be no payment of wages or salaries to players, coaches, or management of the team.

## **5. Ground Transfers**

### **5.1 Round Robin**

- 5.1.1 The Adjudication Panel will make the call no later than 5.00pm on the Friday before the match if a ground is deemed not fit to play on.
- 5.1.2 As it should be known in advance if a ground is going to be deemed not fit to play on during the week, a "heads up" on the possibility by Thursday 5.00pm be made.
- 5.1.3 All notifications to be made via the affected club's COC delegate.
- 5.1.4 If a ground is deemed not fit to play on during the season, a match will be transferred to the opposition ground. If that is not possible the Adjudication Panel will decide on a ground and time for the match to be played.
- 5.1.5 If on Saturday an event takes place that deems the ground not fit to play on before the match commences the match will be played as soon as practical on a ground and at a time to be decided upon by the Adjudication panel. The decision on whether the ground is fit for play shall be made by Home Club Officials in consultation with the Referee.
- 5.1.6 Either before or during a match, the referee may declare a ground unfit for play if there is a danger of injury to any player. Rule 15 shall apply.

## 5.2 Semi-Finals

- 5.2.1 If a ground is deemed unplayable for semi-finals, the match will be transferred to Trust House Memorial Park Number 1. (The Turf) or to another ground determined by the Adjudication Panel.
- 5.2.2. The teams will be advised by 5.00pm Friday and as there may be more than one team being transferred, the times will also be advised.
- 5.2.3 Trust House Memorial Park Number 1 (The Turf) is to be booked for rugby all afternoon as well as early evening as soon as the date for the Semi Finals is known.

## 6. Player Registration and Timelines

To play in a competition match organised by the COC a player must be registered on the NZRD before playing a competition match for their club.

### 6.1 Eligibility to Play Senior Rugby

- 6.1.1 For any Senior Grade player, Registration on the NZRD can be made at any time up to the commencement of the match. A player is ineligible to play until the NZRD has issued that player a "player registration" number or the Registration has been approved by the WBRU.
- 6.1.2 A Player must appear on the NZRD "My Rugby App" team list before they can enter the field of play unless the approval to play has been managed using the manual system.
- 6.1.3 A player must comply with all other player eligibility criteria.
- 6.1.4 Any player, when requested by the WBRU, must provide proof of their identity to one of their Club Administrators before they can play a game in any grade.

### 6.2 Player Registration Exemptions

- 6.2.1 The only exception to playing a player not registered with a Wairarapa-Bush Club is service personnel home on leave and tertiary institutions students during term or semester holidays but these players must be registered with another Rugby Union in New Zealand.
- 6.2.2 If such personnel or students are not registered in another PU, the player shall be deemed as a nonregistered player and must be registered under the NZRD system in accordance with Rule 6.1 above.
- 6.2.3 The service personnel and/or tertiary institutions student on semester holidays or semester home leave must be cleared to play by requesting a clearance from WBRU in the week leading up to the match. Clearance will be notified to the clubs by no later than 5pm Friday if the clearance is received in sufficient time for Administration and Registration Checking by WBRU.
- 6.2.4 Service Personnel or Student ID along with proof of service personnel and/or tertiary institutions semester holidays is required with Request for Clearance.

### 6.3 College and Non-College Under 18

Any players Under 18 years of age on the 1st of January each year must get dispensation to play senior rugby with the dispensation criteria to be:

- 6.3.1 Voluntary assumption of risk by player in writing.
- 6.3.2 Parental or guardian consent in writing.

- 6.3.3 Confirmation from a Registered Medical Practitioner that the player can play adult rugby coupled with an attached stamped and signed Medical Certificate (see indexes)
- 6.3.4 Confirmation from the player's team coach that the player has the requisite skills and experience to play senior rugby.
- 6.3.5 College pupils need the written consent of their college principal before they can register for a club.
- 6.3.6 The above consents and confirmations are logged on a WBRU database before they play any match.

#### **6.4 Under 16 Players**

No player Under 16 years of age as of the 1st of January each year may play rugby outside of College grades, except:

- 6.5.1 Players competing in Women's rugby or
- 6.5.2 Players entered in competitions outside WBRU Jurisdiction where players Under 16 years of Age have been approved to play by that competitions governing body.

#### **6.5 Suspended Players**

- 6.5.1 No person currently suspended by WBRU and/or any NZR affiliated unions and/or any WR affiliated unions may play in any match under the jurisdiction of WBRU.
- 6.5.2 Any player who is under a current suspension from another sports code cannot play for any WBRU club while under that suspension.

### **7. Transfers**

#### **7.1 Local – Before the Competition Commences**

- 7.1.1 From the 1st of January each year, players may register with any club affiliated with the WBRU. They are no longer required to transfer from any other club they played for in the previous season.
- 7.1.2 Once registered to a Club after 1 January, any transfer between clubs must be completed no less than One (1) week prior to commencement of the club competition.
- 7.1.3 All fully complete transfer papers must be delivered to the WBRU.
- 7.1.4. If clubs cannot agree on the transfer details provision will be made within that 1-week period for the player to submit in writing to the WBRU the reason for the transfer request – the Adjudicator Panel will determine the merit of the transfer and make a final decision.
- 7.1.5 On approval of the transfer the player cannot play for or be a Replacement Player for the new club's premier team **within two weeks of that approval being given unless** clearance is given by the Adjudication Panel. But the player can play for the club's Senior Reserve team.

#### **7.2 Local – After the Competition Commences**

- 7.2.1 During the first round of Senior Rugby, if a player wishes to transfer between clubs a transfer form must be fully completed by 5pm on the Wednesday prior to the upcoming competition match.
- 7.2.2 On approval of the transfer the player cannot play for or be a Replacement Player for their new club's premier team for two competition games unless

clearance is given by the Adjudication Panel. But the player can play for the club's Senior Reserve team.

7.2.3 If affected clubs cannot agree on the transfer, then the transfer request is to be referred to the Adjudication Panel who will determine the merit of the transfer and make a final decision.

7.2.4 All transfers will be recorded and posted by Friday 5.00pm of each competition week. No other club can lodge an appeal on a transfer once agreed.

### **7.3 Transfers after Completion of First Round of Premier Competition**

7.3.1 If a Premier Player wishes to transfer clubs after completion of the first round of competition that transfer shall be considered and determined by the Adjudication Panel. The Adjudication Panel shall determine whether any stand down period is applicable depending on the merits of the transfer application. Any stand down is not to exceed 3 weeks.

7.3.2 The decision of the Adjudication Panel is final and cannot be appealed.

### **7.4 Outside Union**

7.4.1 If a player is registered with another club within a New Zealand Provincial Union in the current season, they must complete a transfer to the new club using NZRD's. The transfer must be approved from their previous Union on the NZRD's before they are eligible to play any competition match for their new club.

7.4.2 A player cannot be transferred to another club outside the district and then re-transferred to another club within the WBRU in the current season. That player must in all cases return to the original club they were first registered with and then the transfer process shall start as per the rules.

7.4.3 It is the Club's responsibility to ensure that all the relevant transfers and registrations are completed and approved within the NZRD system.

### **7.5 Player Returning from Overseas**

A player returning from overseas must comply with all applicable World Rugby regulations.

### **7.6 Club Official Transfer Signatures**

7.6.1 By the end of February each year all clubs must forward to the WBRU name(s) of the Club Officials authorised to sign transfer forms on behalf of the club.

7.6.2 Changes to authorised officials are to be notified to the WBRU five working days before the new official can act.

### **7.7 College Player Transfer during Season**

A player who leaves college during the season and wishes to play for a club is transferring from one club to another and must undertake all the transfer requirements set out in Rule 7. This transfer may also require the player to comply with all the requirements of Rule 6.4.

## **8. Premier and Senior Reserves Rugby Regrades 2nd Round**

All players in all competitions shall be free to move between teams within their registered club during the first round of any WBRU Club competition as long as they comply with any age restrictions (except if the club has two teams in the same grade – refer Rule 2.8)

### **8.1 Movements from Premier to Senior Reserve Grades in 2nd Round.**

- 8.1.1 Prior to the completion of the first round of the Premier competition each Premier Team must have registered in “Team Builder App” a minimum of 22 Premier players.
- 8.1.2 From that list they may name up to four (4) players who will be permitted to play in the Senior Reserve competition without having to be regraded. They shall be referred to as Premier Team Floaters.
- 8.1.3 A Premier Team Floater can NOT be a current “Representative A” player or from the previous seasons “Representative A” team.
- 8.1.4 The list of four (4) nominated ‘floaters’ must be notified and signed off by the WBRU using the form “Nominated Players for Second Round”.
- 8.1.5 Those four (4) named Premier Team Floaters can play in their club's Senior Reserve team competition from the commencement of the Senior Reserve second round without having to be reclassified by the Adjudication Panel.
- 8.1.6 A Premier Player not named as a Floater but who is returning to the game following injury, or who has been absent from their Premier Teams playing 22 for 3 consecutive second round games, will be given permission to play in the Senior Reserve competition on a week-by-week basis but must apply for permission to the Adjudication Panel before each Senior Reserve match they wish to play in.

### **8.2 Movements from Senior Reserve to Premier Grades in 2nd Round.**

- 8.2.1 Senior Reserve players are always eligible to play for the Premier Team in both rounds.
- 8.2.2 A Senior Reserve player who, during the second round of the Premier Competition, has taken the field in 3 Premier games without having played for the Senior Reserve team, is deemed to be a Premier Player, and shall be listed in the Premier Team Squad within “Team Builder App”.
- 8.2.3 If the Club has nominated less than four (4) Premier Players as Floaters, this club player may, if he complies with Rule 8.1.3, be added to the list of floaters by way of a reissued form “Nominated Players for Second Round”. Otherwise, the player must apply to the Adjudication Panel to be re-classified as a Senior Reserve player if they want to play in the Senior Reserve Team.
- 8.2.4 The Adjudication Panel reserves the right to review the four (4) named Floaters and decide on whether the regrade is accepted in order to protect the intent of this rule
- 8.2.5. For the avoidance of doubt, any player registered to a club with two teams in the same competition is subject to Rule 2.8.

### **8.3 Eligibility for Semi Finals or Finals**

- 8.3.1 No player shall be eligible to take part in semi-finals or finals matches of any grade unless they have played three times for that club. This rule also applies to Service Personnel home on leave or Tertiary students during term or semester holidays but does not apply to players returning from injury.

- 8.3.2 The definition of “played” is to be read as “must have taken the field and played”.
- a. Application for variation of this rule may be made to the Adjudication Panel before mid-day of the day prior to the match who will rule on the merits of each application.
  - b. The WBRU will provide a list of eligible players for semi-finals and finals by the Wednesday prior to the semi-finals and finals.
- 8.3.3 If a Senior Reserve player plays in a Premier Semi Final or Final and they wish to go back and play in a Senior Reserve Semi Final or Final or Promotion Relegation, they must seek approval from the Adjudication Panel.

## 9. Club Colours

All clubs who wish to change their jersey design must have it approved by the COC before the end of March prior to the season in which the change is sought. In the event of potential clash of club colours, the home team has the right to choose its playing strip, and this will be communicated to the opposition team no later than Monday before the match.

## 10. Competition Points

Competition points are to be awarded as follows:

Win	4
Draw	2
A loss of 7 points or less	1
Where a team scores 4 or more tries	1
A win by default – points for and against differential of 28-0 is recorded in the favour of the non-defaulting team and shall be recorded as comprising 4 converted tries.	5

## 11. The Ground

- 11.1 All clubs must mark the playing fields for all matches so that the markings comply with Law 1 of the Laws of Rugby.
- 11.2 During a match, Team management and Team Reserves may stand behind the Dead Ball Line or stand on either side of the field. When they are on the side of the field Team Management and Team Reserves, unless they are taking the field or warming up, must remain at least 2 metres back from the touch line and within 15 metres of the halfway mark. Clubs are encouraged to mark out these areas on both sides of the field by using ground markings or rope constraints.
- 11.3 Water Carriers and medical staff can operate outside of these designated areas at the discretion of the referee.

## **12. Match Balls**

- 12.1 The WBRU are to supply three (3) authorised balls sanctioned by the Council of clubs to each team of which the clubs must pay for one.
- 12.2 Each home team must supply 3 (sanctioned) Council of Clubs balls at each match.
- 12.3 Visiting team official to inspect and OK before commencement of play. Referee/Assistant Referee consulted if required.
- 12.4 If the home team does not supply suitable balls, they will be fined \$50 per ball.

## **13. Commencement Times**

Unless there are unforeseen circumstances which merit a delay by the referee in starting a match, all matches must commence at the start time as stated in the draw issued by the COC or appointed Draw Steward.

### **13.1 Not Commencing on Time**

- 13.1.1 If play has not commenced within 15 minutes of the allocated start time the match will be a default by the team unable to start the match by that time.
- 13.1.2 A defaulting team shall forfeit the match and the opposing team will be awarded points as set out in Rule 10.

## **14. NZRD – New Zealand Rugby Database (NZRD)**

### **14.1 Requirements**

- 14.1.1 Before the start of each match the team must supply for the referee a properly completed Team list using the My Rugby App.
- 14.1.2 Front row Replacements must be designated as such on the My Rugby App by placing them in the No 16 & 17 Replacement positions on the list.
- 14.1.3 The match cannot start until the referee has sighted each team "My Rugby App".
- 14.1.4 Replacement players who come to the ground from other fixtures must be ready to take the field by half time. Wherever practical their names should be shown on the My Rugby App prior to the start of the game even though they are not present.
- 14.1.5 Replacements added to the Reserves Bench after the start of the match must have their participation in the match notified to WBRU prior to midday on the Monday following the match. This allows Team Managers to complete their Reserves Bench using players who were not initially intended to be part of the 22-man squad. "My Rugby App" does not allow players' names to be added to the "Team List" after the commencement of the match.
- 14.1.6 Failure to notify these additional Replacements to WBRU by Monday may be considered a breach of the CoC Rules.

## 14.2 Front Row

14.2.1 The prerequisite numbers of front rowers are:

Numbers of Players	Number of suitably trained and experienced players
Up to and including 20	Three players who can play in the front row
21	Four players who can play in the front row
22 and above	Five players who can play in the front row

14.2.2 In Senior Reserve matches and below, if a team does not have the required number of front row players to start the match, the match will be played under the "Game On" variations set out in Regulation Two.

## 14.3 End of Match

- 14.3.1 At the end of every match a representative from each team must supply the referee with a properly completed and resulted NZRD "my Rugby App".
- 14.3.2 The referee verbally confirms the result to both team representatives who shall then submit the result to the NZRD system.
- 14.3.3 Team management are responsible for NZRD to be submitted as soon as practicable after the completion of the match.

## 14.4 Team Card – Manual Substitution for Online Registration, Team Lists and Match-Day Teams

- 14.4.1 If the NZRD applications are not available to Clubs, Teams, Managers or players, the team management should revert to a manual process which parallels the NZRD electronic processes.
- 14.4.2 Signed and approved copies of Player Registrations should be lodged with the WBRU in the week prior to that player playing. WBRU will; complete the electronic registration.
- 14.4.3 When players are unable to be added to the Team List, the WBRU should be notified, and they will update the Team Builder Team List.
- 14.4.4 No player can play for their Club Team unless their name appears on the Team Builder Team List.
- 14.4.5 If a Playing Team list cannot be compiled using the My Rugby App, a paper-based list is required to be presented to the Referee and when completed and resulted at the end of the match, it should be signed by the Referee to confirm the result and lodged with the WBRU prior to midday on the Monday following the match.
- 14.4.6 A team cannot be awarded any competition points unless WBRU has received the properly completed My Rugby App or its manual equivalent.

## 14.5 NZRD Team Card Accuracy

It is the Club's responsibility to ensure the accuracy of the NZRD on the day of the match and not the WBRU.



## **15. Abandonment of match**

- 15.1.1 The referee may abandon a match if he/she decides the ground or weather conditions are unfit for play or as a result of a serious injury where the player cannot be moved, and it is not practical to move to an adjacent ground or for foul play.
- 15.1.2 Where the match is abandoned in the first half for any reason apart from foul play the match result shall be deemed a draw.
- 15.1.3 Bonus points for 4 or more tries will be allocated.
- 15.1.4 If a match is abandoned in the second half apart from foul play the score will stand and any bonus points and point's differentials shall stand.
- 15.1.5 If the match is abandoned because of foul play, the outcome of the match will be determined by a Judicial Panel under the provisions of the New Zealand Rugby Disciplinary Rules.
- 15.1.6 If a match is not played because there was no referee or any other reason (other than a default), both teams will be given the option to play that match at an agreed date and time with 'home' advantage being as per the original draw where possible.
- 15.1.7 The match must be played before the end of the round or the commencement of the semi-finals or finals.
- 15.1.8 Should the teams be unable to agree on a date and time for the match then the Adjudication Panel will rule on time and date of the match to be played.

## **16. Defaults**

### **16.1 Outline**

- 16.1.1 Any team having to default a match must notify the opposing team, the WBARRA and the CEO as soon as possible and no later than noon the day before the fixture. If notice is not given, then the lack of or lateness of that notification shall be referred to the CEO as an alleged breach of these rules.
- 16.1.2 When a team must default their assigned fixture, the Defaulting team must pay a default fee of \$100.00 to the club to whom they defaulted and \$50.00 to the WBRU.
- 16.1.3 If a team defaults to a Club, the defaulting team shall have their next home game against the Club they defaulted to, reversed and, it will become an away game. The reversed game will carry over to the next game (including the following season).
- 16.1.4 A defaulting team may contest the compulsory elements of Rules 10, 13, 16.1.1, 16.1.2 and 16.1.3 if there were significant mitigating circumstances beyond their control which led to the default. As soon as possible and, in any case, not later than 14 days after the match is defaulted, the team shall table their explanation to the Adjudication Panel who shall consider the issues and decide to what extent Rules 10, 13, 16.1.1, 16.1.2 and 16.1.3 shall be applied. The results of this adjudication shall be tabled at the next CoC Meeting.

### **16.2 Teams Defaulted To**

The team defaulted to shall submit a team card via NZRD's. The defaulting team cannot submit a NZRD's team card.

### 16.3 Second and Third Defaults

- 16.3.1 After the 2nd breach the offending team's club will receive a letter from WBRU advising that they could be removed from the competition if a 3rd breach were to occur.
- 16.3.2 The club will be given the opportunity to discuss the situation with WBRU and or COC.  
After a 3rd default the CEO will determine if an automatic withdrawal is enforced.

### 16.4 Withdrawal of Team

In the event of a team being withdrawn from any competition during any round, all matches involving the withdrawn team will be void and the Competition Table will be adjusted accordingly.

### 17. Serious Injury reports

- 17.1.1 A Serious Injury report must be completed for the following injuries: (this includes concussion)
- Any head or neck injury that requires the player to be transported directly from the ground to an emergency department, hospital or after hour's medical centre.
  - Any injury that results in the admission of a player into hospital after a match.
  - Any injury that is expected to prevent a player from playing for a period of 8 weeks or longer.
- 17.1.2 Serious injury reports must be forwarded to the WBRU headquarters within 48 hours of the injury coming to the notice of the referee or team management.

### 18. Trophies

#### 18.1 Trophies Played for 2021 Season:

Chris Moose Kapene Cup	Winner of Premier Grand Final Championship
Lane Penn Trophy	Winner of Premier Town and Country
Weatherstone Cup	Winner and Top seed at end of pool play of Chris Moose Kapene Cup
Hodder Steffert Cup	Winner of Premier Plate Grand Final
Ryan Cup	Winner of Senior Reserves Grand Final
Pat Shannahan	Winner of Senior Reserve First Round
Ron Hughes Cup	Winner of Senior Reserve Second Round
Presidents Cup	Winner of Senior Reserve Plate Grand Final
Colts Club Champions	If applicable
Best & Fairest Player Bob Francis Trophy	See rule 18.2 for details
The Dick Nunn Shield	See rule 18.3 for details

## **18.2 Best and Fairest**

- 18.2.1 Following the completion of a match, a team official shall nominate 3 players from their team who are awarded points towards the best and fairest trophy (3 being the best and fairest for that match, 2 and 1 being awarded to two other players). Those names with point allocation should be notified to WBRU as soon as practicable.
- 18.2.2 At the conclusion of the season the player with the most points wins the Best and Fairest Player Bob Francis Trophy subject to the fact any player suspended for foul play (red card) in the current season is ineligible to receive the trophy and the next eligible player with the most points wins the trophy.

## **18.3 The Dick Nunn Shield**

- 18.3.1 The Dick Nunn Shield is only contested in each round robin match of the Chris Kapene Memorial Cup, between the holding team and their opponents.
- 18.3.2 The shield holder must be a Premier club. If the holder ceases to be a Premier Club the new holder is the last holder who is still a Premier Club.

## **19. Breaches**

### **19.1 Complaint Procedure**

- 19.1.1 Any complaint of an alleged breach of these rules must be documented and notified to the CEO within 5 working days of the alleged breach coming to the complainant's attention.
- 19.1.2 The complaint must be authorised by an Officer of the Club raising the allegation.
- 19.1.3 A complaint can be raised by WBRU staff or by the Secretary or Chairman of the WBRRA.

### **19.2 Complaint Management**

Any alleged breach of the Council of Club Rules will be subject to the following process before a Complaint may be put before a CoC Judicial Panel.

- 19.2.1 All allegations shall be referred to the CEO.
- 19.2.2 The CEO may send the allegation to the TRO who shall give his advice on whether, in his opinion, the matter reaches the 'Serious Breach Threshold' outlined in Rule 19.3.
- 19.2.3 If in the opinion of the CEO, with or without the advice of the TRO, the Serious Breach Threshold is met, the allegation is referred by the CEO to the Adjudication Panel, who will either confirm the CEO's findings or who shall determine if the matter will move to a Complaint hearing before a CoC Judicial Panel.
- 19.2.4 If, in the opinion of the CEO, the allegation does not reach the Serious Breach Threshold, a report outlining the allegation and any facts known will be referred to the Adjudication Panel who will either confirm the CEO's findings or the Adjudication Panel shall refer the matter to the TRO for further investigation.
- 19.2.5 The decision of the Adjudication Panel is final and cannot be appealed.
- 19.2.6 The outcome of any and all alleged breaches, including breaches which do not meet the Serious Breach Threshold, shall be reported to, and recorded in the minutes of the CoC meeting immediately following the conclusion of the investigation.

- 19.2.7 The CoC shall have a standing item called “Rule Breaches” included on the Agenda of every meeting they hold.
- 19.2.8 Any allegation which in the opinion of the Adjudication Panel, does not reach the Serious Threshold test, may be dealt with by the CEO in whatever manner he wishes That action will form part of the monthly report to the Council of Clubs.

### **19.3 Serious Breach Threshold**

- 19.3.1 It is not envisaged that every breach of the CoC Rules should be subject to a Judicial Hearing. However, a serious breach where an appropriately considered sanction could be imposed upon the infringing party should be subject of further examination and considerations by a Judicial Panel.
- 19.3.2 It is the duty of the TRO to decide if an alleged breach reaches the Serious Breach Threshold. The TRO might consider that the threshold is met or exceeded if the allegation involves:
- a) Intended deception or is a flagrant breach of the rules
  - b) Involves the playing of an ineligible player
  - c) Involves actions which may have endangered any person
  - d) Involves payments to a player or breaches a player’s amateur status
  - e) Has a significant impact upon the status, of any other player, team, club, or organisation, especially the competition standings of any team within the same grade
- 19.3.3 The Serious Breach Threshold might not be met if:
- a) The breach could be reconciled by a warning from the Adjudication Panel Chair
  - b) Judicial hearing would be inconsistent with the outcome of similar allegations referred to the TRO.
  - c) A Judicial Hearing would be unfair on the parties involved
  - d) The behaviour involved a genuine misunderstanding of the Administrative duties of any club or person
  - e) The behaviour breached the rules because of a failure to meet a time restriction, where the failure to comply does not seriously impact upon compliance with the rules
  - f) The breach was Self-Reported by any player, team, club, or organisation

### **19.4 New Zealand Rugby Disciplinary Rules**

For clarity, breaches of the NZR Disciplinary rules are only to be dealt with in accordance with the New Zealand Rugby Disciplinary Rules. Regulation Three (3) sets out the preliminary matters required to be attended to in each case.

Any CoC Judicial proceedings under Rule 19 shall follow the guidelines set out in The CoC Rules Regulation Four (4): “General Provisions Relating to Council of Clubs Judicial Hearings.”

## **19.5 Penalties for Rule Breaches**

When considering any penalty for breaches of these rules the CoC Judicial Panel may impose any of the following sanctions or can partially impose any of these sanctions.

- 19.5.1 Loss of competition points for the offending team for any match in which the team played whilst in breach of this rule.
- 19.5.2 Forfeiture of the match.
- 19.5.3 A fine not exceeding \$500.00
- 19.5.4 Award competition points to the non-offending team.
- 19.5.5 Awarding a point's differential of up to 28-0 to the non-offending team.
- 19.5.6 Suspension of a player, team, coach, or Administrator from any involvement in Rugby for a period not to exceed 4 weeks.
- 19.5.7 Issuing of a Warning Letter.
- 19.5.8 Find that the breach has been proved but issue no other sanction.

## **20. Judiciary**

### **20.1 Adjudication Panel**

- 20.1.1 An Adjudication Panel convened by the end of February each year will be responsible for resolution management of player registrations, regrades, transfers, match disputes and breaches of the CoC Rules. The Adjudication Panel will comprise of the chairman and deputy chairman of the COC and the CEO. The Panel will be chaired by one of the CoC Representatives.
- 20.1.2 The alternate for chairman, deputy chairman or a person who takes the conflicted persons place must be a member of CoC.
- 20.1.3 The alternate for the CEO shall be either a member of the WBRU Board in the first instance or a WBRU Staff member.

### **20.2 Judicial Panel**

- 20.2.1 The Chairman of WBRU Board shall identify group(s) of individuals of such number as he decides, each of whom shall be eligible to sit as Judicial Officers or as a member of a Judicial Panel.
- 20.2.2 The Chairman of WBRU Board shall have the discretion to add further individuals to the Judicial Group at any time.
- 20.2.3 The CEO shall appoint a Judicial Panel of three persons from members of the judicial group to act in the name of The Union for the purposes of hearing and determining allegations of Breaches of these rules
- 20.2.4 A Judicial Group member who is a member of the same Club as the Player, Person or Club against whom proceedings are taken or the victim or a complainant, shall wherever possible not be a member of the Judicial Panel which determines those proceedings.
- 20.2.5 Any perceived Conflict of Interest which Judicial Panel members may have shall be identified and declared by the Judicial Panel Chair prior to the commencement of proceedings. Parties to the proceedings will have an opportunity to comment on those conflicts but the final acceptance of the panel member rests with the Panel Chair who can request the CEO to appoint a replacement panel member.
- 20.2.6 Members of the Judicial Group shall be appointed for a period of up to three years, following which they shall, unless reappointed by the Chairman of WBRU Board, automatically cease to be a member of the Judicial Group.

- 20.2.7 The Chairman of the WBRU Board may, at his discretion, remove any member of the Judicial Group, at any time for any reason.

### **20.3 Appeal Panel**

- 20.3.1 The Chairman of WBRU Board shall identify an Appeal Group of such number as he decides, each of whom shall be eligible to sit as members of an Appeal Panel.
- 20.3.2 The Chairman of WBRU Board shall have the discretion to add further individuals to the Appeal Group at any time. An individual may be appointed to the Judicial Group and Appeal Group at the same time.
- 20.3.3 The CEO shall appoint individual Appeal Panels of three persons from members of the Appeal Group to act in the name of the Union for the purposes of hearing and determining appeals against the findings of a CoC Judicial Panel.
- 20.3.4 A member of the Appeal Panel who is a member of the same Club as the Player, Person or Club party to the appeal, the victim Player, or a complainant, or who acted as Judicial Officer or formed part of the Judicial Panel in the first instance shall not be a member of the Appeal Panel which determines the appeal and shall not attend the appeal hearing.
- 20.3.5 Any perceived Conflict of Interest which an Appeal Panel member may have shall be identified and declared by the Panel Chair prior to the commencement of proceedings. Parties to the proceedings will have an opportunity to comment on those conflicts but the final acceptance of the panel member rests with the Panel Chair who can request the CEO to appoint a replacement panel member.
- 20.3.6 Members of the Appeal Group shall be appointed for a period of up to three years, following which they shall, unless reappointed by the Chairman of the WBRU Board, automatically cease to be a member of the Appeal Group. The Chairman of the WBRU Board may, at his discretion, remove any member of the Appeal Group, at any time for any reason.

### **20.4 Appeals and Reviews of Judicial Findings.**

- 20.4.1 Other than the circumstances set out in Rule 21.4.2, a decision of the Adjudication Panel is final and is not subject to review or appeal. However, the decision can be subject to discussion and motions at any meeting of the Council of Clubs.
- 20.4.2 The Adjudication panel, at any time after it has made a decision under Rule 19.2.5, may review their decision and where appropriate may reinvestigate any complaint and issue a new finding and decision.
- 20.4.3 Any Decision or finding of the CoC Judicial Panel may be appealed.
- 20.4.4 Any decision or finding of the CoC Appeal Panel is final and cannot be appealed or reviewed.
- 20.4.5 For clarity, when proceedings are taken under the jurisdiction of the NZR Disciplinary Rules, appeals of decisions and findings in those proceedings are governed by the rules and procedures set out in the Disciplinary Rules.



# OFFICIAL TRANSFER FORM 2021

(PLEASE PRINT)

I (name in full) \_\_\_\_\_ wish to apply for a transfer

FROM \_\_\_\_\_ Rugby Football Club \_\_\_\_\_ Grade

TO \_\_\_\_\_ Rugby Football Club \_\_\_\_\_ Grade

My main reason(s) for transfer is/are.

\_\_\_\_\_  
\_\_\_\_\_

Player's signature: \_\_\_\_\_

## CLUB APPROVAL

### Authorised Old Club

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

### Authorised New Club

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_

### OFFICE USE ONLY

Received by WBRU: \_\_\_\_/\_\_\_\_/\_\_\_\_

Rugby ID NO.: \_\_\_\_\_

Transfer Approved \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Wairarapa Bush Rugby Union

Note

**This form must be signed by the Player and the Authorised Person of both Clubs before it is forwarded to the Wairarapa Bush Rugby Union office.**



## Requirements for U17 & U18 College Student to play Senior Club Rugby 2021

  

1. Letter from College Principal Attached
2. Voluntary assumption of risk from player

I \_\_\_\_\_ understand the risk involved in playing Senior Reserve or Senior Premier Rugby during the 2021 club rugby season

Player Signature: \_\_\_\_\_

### 3. Parental consent

I \_\_\_\_\_ give permission for my son \_\_\_\_\_ to play Senior Reserve or Senior Premier Rugby during the 2021 club rugby season

Parent/Guardian's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

### 4. Doctor's conformation that the player can play senior club rugby (Medical certificate attached)

Doctor's stamp

Doctors Signature: \_\_\_\_\_

### 5. Confirmation from the team coach re: requisite skills and experience

I \_\_\_\_\_ coach of \_\_\_\_\_ team give

permission for \_\_\_\_\_ to play rugby during the 2021 season

Coach Name: \_\_\_\_\_ Signature: \_\_\_\_\_

### OFFICE USE ONLY

#### 6. Player has been logged into the NZRU Database

Rugby ID: \_\_\_\_\_

Received by WBRFU                    /                    /

Entered into NZRU Database by \_\_\_\_\_ Date                    /                    /





## Requirements for U17 & U18 Age Group to play Senior Club Rugby 2021

### 1. Voluntary assumption of risk from player

I \_\_\_\_\_ understand the risk involved in playing Senior Reserve or Senior Premier Rugby during the 2021 club rugby season

Player Signature: \_\_\_\_\_

### 2. Parental consent

I \_\_\_\_\_ give permission for my son \_\_\_\_\_ to play Senior Reserve or Senior Premier Rugby during the 2021 club rugby season

Parent/Guardian's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

### 3. Doctor's confirmation that the player can play senior club rugby (Medical certificate attached)

Doctor's stamp

Doctors Signature:

\_\_\_\_\_

### 4. Confirmation from the team coach re: requisite skills and experience

I \_\_\_\_\_ coach of \_\_\_\_\_ team give

permission for \_\_\_\_\_ to play rugby during the 2021 season

Coach Name: \_\_\_\_\_ Signature: \_\_\_\_\_

#### OFFICE USE ONLY

5. Received by WBRU: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Player has been logged in to the NZR Database Rugby ID: \_\_\_\_\_

Entered in to NZR Database by \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Wairarapa Bush Rugby Union







## SERIOUS INJURY REPORT FORM TEAM MANAGEMENT REPORT/REFEREE REPORT

Serious injury reports must be forwarded to the Provincial Union headquarters within 48 hours of the injury coming to the notice of the referee or team management (see below for fax numbers for Provincial Unions)

**Serious injury reports must be completed for the following injuries:**

- Any head or neck injury that requires the player to be transported directly from the ground to an emergency department, hospital or after hours medical centre
- Any injury that results in the admission of a player into hospital after a game
- Any injury that is expected to prevent a player from playing for a period of 8 weeks or longer

**INJURED PERSON**

Surname: \_\_\_\_\_ First Name(s): \_\_\_\_\_ Player Registration Number: \_\_\_\_\_

Date of Birth: / / Male / Female Playing Position: \_\_\_\_\_ Grade: \_\_\_\_\_

Date: / / Time: : am/pm Place: \_\_\_\_\_ The injury occurred during: **Match** or **Training** (please circle one)

Type of Injury	Site of Injury	Event Causing Injury	Tacklers	Was Foul Play involved?
Concussion	Head	Scrum Engagement	1 <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Fracture	Neck	Lineout	2 <input type="checkbox"/>	(please circle one)
Dislocation	Shoulder	Ruck	More <input type="checkbox"/>	
Serious Joint	Back	Tackle (specify) → Tackler → Front		
Other (specify)	Arm	Ball Carrier → Front		
	Chest/Trunk	Side		
	Thigh/Hamstring	Behind		
	Knee	Front		
	Lower leg	Side		
	Other (specify)	Behind		
		Post Tackle (pre-ruck)		
		Kicking		
		Running		
		Other (specify)		
<b>Method of Leaving the Field</b>				
Ambulance				
Stretcher				
Other (specify)				
<b>Brief description of how the injury occurred:-</b>				

Signed \_\_\_\_\_ Designation (e.g. Referee, Team Manager etc.) \_\_\_\_\_

Contact No(s) Wk \_\_\_\_\_ Home \_\_\_\_\_ Mobile \_\_\_\_\_

Provincial Union: **Wairarapa Bush Rugby Union** \_\_\_\_\_ Club/School \_\_\_\_\_

## **Regulations**

These **Regulations** are separate to the Council of Club **Rules** and as such are not rules per se. but regulations for clubs to follow as explained below.

1. The Council of Clubs **Rules** set down the Rules governing how clubs are required to manage their players and teams and how the Council of Clubs will administer the rugby competitions.
2. The **Regulations** set down the formats which will be followed for all Competitions and Judicial processes which are governed by the Council of Clubs rules.
3. The **Rules** can only be amended following a Special General Meeting of the Council of Clubs.
4. The **Regulations** can be amended at any meeting of the Council of Clubs.
5. The **Regulations** form part of the **Rules** in that they are appended to those Rules.

## Regulation One

### Premier Grade – Competition Formats For 2021

- Town and Country – Lane Penn Cup
- Chris Moose Kapene Cup – Championship

### Premier Grade

#### Variations to the Laws of Rugby and the DSLV

The adoption of a variant of International Law 3.17. If, after a Premier Side has failed to nominate a minimum of 5 front row players prior to the game, a front row player's departure from the field causes the referee to order uncontested scrums, then that player cannot be replaced. The match will continue with uncontested scrums which must comprise 8 players in each scrum under Law 3.15.

#### 1. Town & Country Competition

All Premier teams agree by entering into the Town and Country competition, each team and club will follow the Council of Club rule book *in its entirety* with the following noted exceptions below:

	<b>Lane Penn Cup Town &amp; Country</b>
<b>Section 1</b>	<b>Rules</b>
Town & Country Competition Start Date	1 May 2021
Town Teams	Marist Carterton Greytown Pioneer
Country Teams	Martinborough Eketahuna East Coast Gladstone
Format	<p><b>Format</b> One full round (3 games) Final to be played when the winners of each pool has been determined, and the two teams are drawn in the round robin competition of the Kapene Cup.</p> <p><b>Competition Points in Pool Play</b> Competition Points for Pool Play will be awarded as per section (10) of the Council of Club Rules.</p>

	<p><b>Tied Competition Points</b></p> <p>In the event of 2 or more teams tied at the end of pool play, the following process shall be used to determine which team will go through to the Town and Country Final</p> <ol style="list-style-type: none"> <li>a) Should any teams be tied on competition points the highest seed will be determined by the following criteria which shall be applied in the order in which they appear until the result is determined.</li> <li>b) Highest number of wins in matches played between the teams in pool play.</li> <li>c) Points for and against differential played between the teams in pool play.</li> <li>d) Number of wins in pool play</li> <li>e) Number of bonus points earned in pool play.</li> <li>f) Number of tries scored in pool play.</li> <li>g) If there are two teams tied at the end of pool play and cannot be separated by using the criteria (a) through to (f) then,</li> <li>h) Toss of a coin – at Union Rooms first working day after the last round robin match with the first name drawn out at random to be first to call heads or tail.</li> <li>i) If there is a 3-way tie, the first name drawn will automatically advance to the final toss of a coin round.</li> <li>j) The remaining 2 teams, the Union will use rule (h) to determine the winner to advance to the final round of the coin toss.</li> <li>k) If there is a 4 way tie the first two drawn out will automatically advance to the final toss round as described in (h).</li> <li>l) The first name drawn to advance to the final round of the coin toss, will have first right to call heads or tail.</li> </ol>
<p>Final</p>	<p><b>Final</b></p> <p>The final will be played by the two teams when they have been drawn in the Kapene Cup round robin.</p> <p>The home team will be the team who is drawn first in the second-round robin competition.</p> <p><b>Tied Scores at Full-time</b></p> <p>There will be 10 minutes each way and if the game remains a draw at the end of extra-time, the Lane Penn Cup will be shared.</p> <p><b>Changes to venue and times.</b></p> <p>Only the two teams and the WBRU may discuss if there is to be a different venue or time which can be used in promoting the final for the betterment of rugby within the union.</p>

	<p>Any changes to venue and time cannot be at the detriment of any other club or competition time or venue on that given game day of the final.</p> <p>If there is no unanimous agreement between the three parties, then the original time and venue will stand, and no appeal can be made by any person or club.</p>
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## 2. Chris (Moose) Kapene Cup and Hodder Steffert Cup

Chris (Moose) Kapene Cup and Hodder Steffert Cup	
Section 2	Rules
Date of Commencement	22 <sup>nd</sup> May 2021
Number of Divisions	One
Teams entered to contest each Division	Marist, Carterton, Greytown, Pioneer, Martinborough, Eketahuna, East Coast, Gladstone
Format	<p><b>Format</b> One full round (7 games) Competition Points Pool Play</p> <p><b>Competition Points for Pool Play will be awarded as per section (10) of the Council of Club Rules.</b> The top 4 qualifiers play for the Chris Moose Kapene Cup and the bottom 4 play for the Hodder Steffert Cup</p> <p><b>1. Semi-finals, Finals and Promotion/Relegation</b></p> <p>a) The Laws of The Match of Rugby Union as varied by DSLVs apply.</p> <p>b) Number of players – in Semi Finals, Finals and promotion relegation, teams may have a playing squad of no more than 22 players.</p> <p><b>2. Semis and Finals</b></p> <p>a) At the end of the final round each season semi-finals and finals in each grade shall be played.</p> <p>b) In the semis the highest seeded team shall have home advantage.</p>



- c) Seedings for semi-finals shall be determined in the following manner. The team with the most accumulated points after completion of the final round of the competition match is seeded highest.

### **3. Tied Competition Points**

In the event of 2 or more teams tied at the end of pool play, the following process shall be used to determine which team will go through to the Town and Country Final

- a) Should any teams be tied on competition points the highest seed will be determined by the following criteria which shall be applied in the order in which they appear until the result is determined.
- b) Highest number of wins in matches played between the teams in pool play.
- c) Points for and against differential played between the teams in pool play.
- d) Number of wins in pool play
- e) Number of bonus points earned in pool play.
- f) Number of tries scored in pool play.
- g) If there are two teams tied at the end of pool play and cannot be separated by using the criteria (a) through to (f) then,
- h) Toss of a coin – at Union Rooms first working day after the last round robin match with the first name drawn out at random to be first to call heads or tail.
- i) If there is a 3-way tie, the first name drawn will automatically advance to the final toss of a coin round.
- j) The remaining 2 teams, the Union will use rule (h) to determine the winner to advance to the final round of the coin toss.
- k) If there is a 4 way tie the first two drawn out will automatically advance to the final toss round as described in (h).
- l) The first name drawn to advance to the final round of the coin toss, will have first right to call heads or tail.

### **4. Ties in Semi-Finals**

- a) In the event that the match score is tied at the end of a semi-final match, the winner will be determined by the following criteria which shall be applied in the order in which they appear until a result is determined:
- b) The winner following a further ten (10) minutes of extra time each way.
- c) The team scoring the most tries in the match (this includes any tries in extra time).

- d) The winner of any round robin match/matches played in that year between the two teams.
- e) The team having the higher point's differential in competition match between the 2 teams leading up to the semi-final.
- f) The team who scored the greatest number of tries in all matches between the 2 teams including those scored in the semi-final and extra time.
- g) The winner determined by the toss of a coin – at the end of the match in front of the referee.

#### **5. Ties in Finals**

- a) If teams are tied at the end of a finals match the winner will be determined by the following criteria.
- b) The winner following a further ten (10) minutes of extra time each way.
- c) If no winner after the extra 10 minutes each way, the top seed of the game will be the winner.

#### **6. Extra time in semi-finals and finals**

Guidelines for Referees, match managers & team managers

If there is a tie at full time, Extra Time involving two ten-minute periods are to be played.

- a) Between the end of the scheduled match and the commencement of the Extra Time the Referee will allow a Two-minute break. Teams must remain on the field during this break ready for the start of Extra Time.
- b) Direction of play and kick-off for Extra Time is decided by the TOSS OF A COIN.
- c) The two 10-minute Extra Time periods are played right out.
- d) Time for stoppages (injury, Replacement DSLV's.) is allowed as per normal and is added on in each half.
- e) Halftime during Extra Time is for One Minute. Teams change end.
- f) Coaches ARE permitted on the field during the break between the scheduled match and Extra Time and at the half time break during Extra Time. However, that break between 10-minute periods is a MAXIMUM of one minute. The One-minute half time is to allow teams to change ends and prepare for the re-start with very limited time for a "team talk".
- g) Water carriers will be allowed on the field of play as usual during Extra Time and during the One-minute break between halves for hydration purposes only.
- h) If the match is still tied after the two 10-minutes of extra time periods, the Council of Clubs' Rules apply for separating out the winner. (Regulation One Section 2, numbers 4 and 5)

	<p><b>7 Replacements and other match management issues</b></p> <ul style="list-style-type: none"> <li>a) All teams playing in Chris Moose Kapene Cup and Hodder Steffert Cup semi-finals and finals will only be allowed a maximum of 22 players to be stripped ready to play.</li> <li>b) All teams must comply with DSLV LAW 3.5 (New Zealand Domestic Safety Law Variations) which relates to the number of suitably trained and experienced players who are available to play in the front row. (See Rule 14).</li> <li>c) In Premier semifinals and finals, changes in team personnel during breaks or during the Extra Time periods of play MUST comply with the Laws of the Match. The normal Laws about replacements, temporary replacements and Replacements continue throughout Extra Time.</li> <li>d) A player in the Sin Bin at the end of normal time remains in the Sin Bin at the commencement of Extra Time until the ten minutes suspension has expired.</li> <li>e) Replacements and Injury replacements must be managed through Assistant Referees and side-line managers throughout the entire fixture. When a player leaves the field, there must be a clear indication to the Referee and to the Assistant Referee from the player, his captain, the medical officer and or the team coach of the reason that the player is leaving the field. (Injury, Blood-bin, Replacement NZ DSLV)</li> </ul>
Points carry over for each round	No points are carried over from the Town and Country competition to the Moose Kapene Competition
Trophies won following each section of the season	Refer Section 18 of 2021 Council of Clubs Rules
Prizemoney (if any)	\$100.00 entry fee per team and to be split as follows (Total \$800.00) \$300.00 to winner of Town and Country \$500.00 to winner of Chris Moose Kapene Cup

## Senior Reserve – Competition Formats for 2021

- Ryan Cup – Senior Reserve Grand Final
- Presidents Cup – Senior Reserve Plate Final

### Reserve Grade

#### Variations to the Laws of Rugby and the DSLV

Number of players – Senior Reserve teams may have a playing squad of more than 22 players with agreement of opposition manager. Players not in the 22 or agreed number must not be on the sideline in playing gear.

Senior Reserve and below shall be played under the DSLV and “Game On” provisions.

The results of games played under “Game On” Provisions will count towards Competition points.

Rolling Replacements are permitted in Senior Reserve games and teams may use an unlimited number of tactical replacements so that a player may be used as a Tactical Replacement as often as required.

### 1. Senior Reserve Competition

All Reserve teams agree by entering into the Senior Reserve competition, each team and club will follow the Council of Club rule book *in its entirety* with the following noted exceptions below:

	<b>Reserve Grade</b>
<b>Section 1</b>	<b>Rules</b>
Date of Commencement	30 <sup>th</sup> April 2021
Number of Divisions	One
Teams entered to contest each Division	Carterton, East Coast, Gladstone, Greytown, Marist, Martinborough, Masterton Red Star, Pioneer, Puketoi, Tuhirangi,
Format	<p><b>Format</b>                      One full round (9 games)                      Competition Points Pool Play</p> <p><b>Competition Points for Pool Play will be awarded as per section (10) of the Council of Club Rules.</b></p> <p><b>10<sup>th</sup> July – ¼ finals</b></p> <ol style="list-style-type: none"> <li>1. Top 2 seeds have a week off and go straight to semifinals.</li> <li>2. 3 v 6</li> <li>3. 4 v 5</li> <li>4. 7 v 10</li> <li>5. 8 v 9</li> </ol>

	<p><b>17<sup>th</sup> July – Semi finals</b></p> <ol style="list-style-type: none"><li>1. Top seed v winner 2</li><li>2. Second seed v winner 3</li><li>3. Loser 2 v Winner 4</li><li>4. Loser 3 v Winner 5</li><li>5. Loser 4 v Loser 5</li></ol> <p><b>24<sup>th</sup> July – Finals</b></p> <ol style="list-style-type: none"><li>1. Winner 1 v winner 2 - Ryan Cup</li><li>2. Winner 3 v winner 4 – Presidents Cup</li></ol> <p><b>1. Semi-finals, Finals and Promotion/Relegation</b></p> <ol style="list-style-type: none"><li>a) The Laws of The Match of Rugby Union as varied by DSLVs apply.</li><li>b) Number of players – in Semi Finals, Finals and promotion relegation, teams may have a playing squad of no more than 22 players.</li></ol> <p><b>2. Semis and Finals</b></p> <ol style="list-style-type: none"><li>a) At the end of the final round each season semi-finals and finals in each grade shall be played.</li><li>b) In the semis the highest seeded team shall have home advantage.</li><li>c) Seedings for semi-finals shall be determined in the following manner. The team with the most accumulated points after completion of the final round of the competition match is seeded highest.</li></ol> <p><b>3. Tied Competition Points</b></p> <p>In the event of 2 or more teams tied at the end of pool play, the following process shall be used to determine which team will go through to the Town and Country Final</p> <ol style="list-style-type: none"><li>a) Should any teams be tied on competition points the highest seed will be determined by the following criteria which shall be applied in the order in which they appear until the result is determined.</li><li>b) Highest number of wins in matches played between the teams in pool play.</li><li>c) Points for and against differential played between the teams in pool play.</li><li>d) Number of wins in pool play</li><li>e) Number of bonus points earned in pool play.</li><li>f) Number of tries scored in pool play.</li><li>g) If there are two teams tied at the end of pool play and cannot be separated by using the criteria (a) through to (f) then,</li></ol>
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	<p>h) Toss of a coin – at Union Rooms first working day after the last round robin match with the first name drawn out at random to be first to call heads or tail.</p> <p>i) If there is a 3-way tie, the first name drawn will automatically advance to the final toss of a coin round.</p> <p>j) The remaining 2 teams, the Union will use rule (h) to determine the winner to advance to the final round of the coin toss.</p> <p>k) If there is a 4 way tie the first two drawn out will automatically advance to the final toss round as described in (h).</p> <p>l) The first name drawn to advance to the final round of the coin toss, will have first right to call heads or tail.</p> <p><b>4. Ties in Semi-Finals</b></p> <p>a) In the event that the match score is tied at the end of a semi-final match, the winner will be determined by the following criteria which shall be applied in the order in which they appear until a result is determined:</p> <p>b) The winner following a further ten (10) minutes of extra time each way.</p> <p>c) The team scoring the most tries in the match (this includes any tries in extra time).</p> <p>d) The winner of any round robin match/matches played in that year between the two teams.</p> <p>e) The team having the higher point's differential in competition match between the 2 teams leading up to the semi-final.</p> <p>f) The team who scored the greatest number of tries in all matches between the 2 teams including those scored in the semi-final and extra time.</p> <p>g) The winner determined by the toss of a coin – at the end of the match in front of the referee.</p> <p><b>5. Ties in Finals</b></p> <p>a) If teams are tied at the end of a finals match the winner will be determined by the following criteria.</p> <p>b) The winner following a further ten (10) minutes of extra time each way.</p> <p>c) If no winner after the extra 10 minutes each way, the top seed of the game will be the winner.</p> <p><b>6. Extra time in semi-finals and finals</b></p>
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	<p>Guidelines for Referees, match managers &amp; team managers</p> <p>If there is a tie at full time, Extra Time involving two ten-minute periods are to be played.</p> <ol style="list-style-type: none"> <li>a) Between the end of the scheduled match and the commencement of the Extra Time the Referee will allow a Two-minute break. Teams must remain on the field during this break ready for the start of Extra Time.</li> <li>b) Direction of play and kick-off for Extra Time is decided by the TOSS OF A COIN.</li> <li>c) The two 10-minute Extra Time periods are played right out.</li> <li>d) Time for stoppages (injury, Replacement DSLV's.) is allowed as per normal and is added on in each half.</li> <li>e) Halftime during Extra Time is for One Minute. Teams change end.</li> <li>f) Coaches ARE permitted on the field during the break between the scheduled match and Extra Time and at the half time break during Extra Time. However, that break between 10-minute periods is a MAXIMUM of one minute. The One-minute half time is to allow teams to change ends and prepare for the re-start with very limited time for a "team talk".</li> <li>g) Water carriers will be allowed on the field of play as usual during Extra Time and during the One-minute break between halves for hydration purposes only.</li> <li>h) If the match is still tied after the two 10-minutes of extra time periods, the Council of Clubs' Rules apply for separating out the winner. (Regulation One Section 2, numbers 4 and 5)</li> </ol> <p><b>7 Replacements and other match management issues</b></p> <ol style="list-style-type: none"> <li>a) All teams playing in Ryan Cup and Presidents Cup semi-finals and finals will only be allowed a maximum of 22 players to be stripped ready to play.</li> <li>b) All teams must comply with DSLV LAW 3.5 (New Zealand Domestic Safety Law Variations) which relates to the number of suitably trained and experienced players</li> </ol>
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	<p>who are available to play in the front row. (See Rule 14).</p> <p>c) In Reserve semifinals and finals, changes in team personnel during breaks or during the Extra Time periods of play MUST comply with the Laws of the Match. The normal Laws about replacements, temporary replacements and Replacements continue throughout Extra Time.</p> <p>d) A player in the Sin Bin at the end of normal time remains in the Sin Bin at the commencement of Extra Time until the ten minutes suspension has expired.</p> <p>e) Replacements and Injury replacements must be managed through Assistant Referees and side-line managers throughout the entire fixture. When a player leaves the field, there must be a clear indication to the Referee and to the Assistant Referee from the player, his captain, the medical officer and or the team coach of the reason that the player is leaving the field. (Injury, Blood-bin, Replacement NZ DSLV)</p>
<p>Trophies won following each section of the season</p>	<p>Refer Section 18 of 2021 Council of Club Rules</p>
<p>Prizemoney (if any)</p>	<p>TBC at the next COC meeting (June 2021)</p>



## Regulation Two Council of Clubs “Game On” Provisions

1. **Game On** is a flexible team format designed to enable games to proceed with meaningful outcomes despite teams being unable to meet normal team number and/or front row considerations. It applies to all club rugby competitions that are not designated premier grade competitions.

2. **Game On** is only to be used when a team(s) has less than 15 players and/or insufficient players trained to play in front row positions to commence the match.

3. The rules to apply to matches under the **Game On** provisions are:

- a. **Team Size:**
  - (i) When either team has 15 or more players but fewer than 3 trained front row participants, 15 a-side matches will be played with uncontested scrums under the **Game On** Provision.
  - (ii) when one or both teams has less than 15 players. Playing numbers (from 10 to 14 aside) are determined by agreement between the Team Managers. In the event of no agreement, the playing numbers will match the number of players of the team with the fewest players. “Playing Numbers” refers to the number of players in each team who will take the field and start the match.
- b. **Minimum Team Size:** If for any reason, after the start of the match either team cannot continue to field at least 10 players, the match shall be called off and the provisions of Council of Clubs Rule 15.1.2 to 15.1.5 shall determine the result of the match.
- c. **Replacements:** Each team may have replacements available on the sideline. The number of replacements in each squad is determined by agreement between the Team Managers. In the event of no agreement, the Playing Team plus Replacements in any side may not exceed 25 players.
- d. **Rolling Replacements:** Rolling Replacements will be permitted in all games played under **Game On**.
- e. **Contested or Uncontested Scrums:** Subject to availability of a minimum of three players trained to play in front row positions to start in each team, the match will commence with contested scrums, but for the avoidance of doubt will revert to Uncontested Scrums if any of those trained players leave the field and cannot be replaced by a trained front row forward.

When a trained front row player is replaced under the Rolling Replacement rule and the replacement player is an untrained front row forward, scrums will be uncontested until each team's front rows revert to fully trained participants.

- f. **Scrum Numbers:** The number of players in each team's scrum is determined by the Playing Team size as set out below. At no stage may either team pack more players in their scrum than their opponents.

- g. **Length of Match:** To be agreed between the Team Managers with 40 minutes being the minimum, and 80 minutes being the maximum. If no agreement is reached, the match duration will be based on team size as follows:

<b><u>Starting Numbers</u></b>	<b><u>Time</u></b>	<b><u>Scrum Numbers</u></b>
10 aside	2 x 20 min halves	5 in each scrum (No Loose Forwards)
11 aside	2 x 25 min halves	5 in each scrum (No Loose Forwards)
12 a side	2 x 30 min halves	6 in each scrum. (No Flankers)
13/14 a side	2 x 35 min halves	7 in each scrum. (No Number 8)
15 a side	2 x 40 min halves	8 in each scrum (Full Scrums)

## Regulation Three

### Discipline, Conduct and Rule Breaches

#### Introduction

Wairarapa Bush Rugby have two parallel but similar procedures in place to manage breaches of their Council of Clubs Rules and breaches of discipline set out by the New Zealand Rugby Disciplinary Rules.

WBRU Team Registration, Player Registration and Club Competition Rules are set out in the Council of Clubs Rules and are By Laws of the Wairarapa Bush Rugby Union. Failure to comply with those Rules is:

1. A **Breach** of the Council of Clubs Rules.

The New Zealand Rugby Disciplinary Rules - deal with:

2. **Sending Off “Red Cards”**. NZR Disciplinary Rules: Part 1, Rule 16 to 20
3. **Temporary Suspension “Yellow Cards”**. NZR Disciplinary Rules: Part 4, Rule 33 to 39
4. **Complaints** about On-Field Foul Play not observed by the match officials. NZR Disciplinary Rules: Part 2, Rule 21 to 27
5. **Referees Reporting** errors in their handling of Foul play incidents during a match. NZR Disciplinary Rules: Part 3, Rule 28 to 32
6. **Misconduct** off the field by anyone involved in rugby. NZR Disciplinary Rules: Part 3, Rule 40 to 46
7. **Matches Called-off** because of violence or serious ill-discipline. NZR Disciplinary Rules: Part 6, Rule 47 to 50

#### The New Zealand Rugby Disciplinary Rules.

For clarity, breaches of the NZR Disciplinary rules are only to be dealt with in accordance with those Rules. Breaches of the Council of Clubs Rules are to follow the guidelines laid out in Rule 19 and 20 and Regulation Four.

## **Initial Considerations**

To ensure that the correct course of action is being followed,

- Upon receipt of a report of a bad behaviour, the CEO shall determine which category of offence the allegation falls within.
- The action to follow for Council of Clubs Rule breaches is set out in Rule 19 and 20.
- Each category of transgression under these two sets of rules follows a slightly different course through the judicial process so adherence to these different rules is imperative to reaching the correct outcome.

## **Regulation Four**

### **Procedures for Council of Clubs' Judicial Hearings**

#### **General Provisions Relating to Council of Clubs' Judicial Hearings**

##### **General: Overview**

An allegation of a breach of the WBRU Council of Club Rules will be subject to the provisions of Rule 19 of the Council of Club Rules before the matter might proceed for a Judicial Hearing.

##### **Judicial Panel**

1. Judicial Panels constituted under the Council of Clubs' Rules shall exercise their functions independently, including independently of the parties to any Match, incident and/or proceedings, and independently of any Clubs, and other Rugby bodies who may be involved.
2. The standard of proof on all questions to be determined by Judicial Panels shall be the balance of probabilities unless otherwise specified in a Rule. Judicial Panels shall have no discretion in this regard.
3. Only the WBRU shall be entitled to publish reports of their judicial proceedings, findings, and penalties. No member of a Judicial Panel shall comment to the media on a decision of that body.
4. Judicial Panels may impose orders as to the payment of costs in relation to any proceedings within the boundaries established by the Council of Clubs' Rules.
5. Only parties approved by the Judicial Chair can be present during proceedings and even then, their presence may be restricted by the Chair.
6. Panels shall deliberate in private on their decisions.

##### **Hearing Agendas**

7. Unless it otherwise directs, the procedure of the Judicial hearing of a Rule's Breach will be as follows:
  - a. The Chair will explain the procedure to be followed
  - b. A summary of the allegation shall be presented by the Adjudication Panel or their representative.
  - c. The Player, Person, Team, Club or Organisation will be asked to confirm if they admit that that they have committed the breaches for which that Player, Person, Team, Club or Organisation is complained of.
  - d. Evidence from the Player Person, Team, Club or Organisation will be heard; including the evidence of any witnesses they may wish to call, and
  - e. Final submissions will be heard.
  - f. The Judicial Panel shall, ordinarily, first determine its factual findings. Thereafter, as appropriate, it will reconvene and hear and consider evidence and submissions in relation to sanctions.

## Power to Regulate Own Procedures

8. Judicial Panels:
  - (a) Shall be entitled to adjourn and/or postpone proceedings.
  - (b) Shall be entitled to determine whether witnesses that give evidence are able to remain within the room in which the matter is being heard after their evidence has been given.
  - (c) May direct that an interpreter be present to partake in the proceedings.
  - (d) Shall be entitled to seek advice or gather further evidence on issues relating to the allegation at any time outside of the actual hearings
  - (e) Shall be entitled to call on experts to provide specialist advice.
  - (f) Shall be entitled to be assisted by a legal advisor.
  
9. The procedures of any Judicial Panel in all proceedings shall be as the Judicial Chair shall determine in each case and the Judicial Panel shall be entitled to depart from the procedures set out in these provisions. However, in each case the Judicial Panel shall:
  - (g) seek to conform generally with the procedures set out in this Regulation; and
  - (h) ensure that a Player, Person, Team, Club or Organisation subject to disciplinary proceedings has a reasonable opportunity to be heard and to present their case.
  
10. In any case, the Judicial Panel Chair may convene a pre-hearing conference for the purposes of giving directions for the hearing and clarification of the procedures. Such conference may include any Player, Person, Team, Club or Organisation the subject of the proceedings, or the Union or any other person or body whose participation is considered desirable.
  
11. The Judicial Panel shall endeavor to ensure that proceedings are heard in the presence of the Player, Person, Team, Club or Organisation the subject of the proceedings, but nothing in these Council of Clubs' Rules shall prevent a Judicial Panel hearing and determining proceedings where the Player, Person, Team, Club or Organisation does not attend the hearing. In such circumstances, the Judicial Panel may take written representations made by or on behalf of the Player, Person, Team, Club or Organisation into account in making its decision.
  
12. The Judicial Chair may require that the Party who first brought the allegation to the attention of the Union be present or be represented at the hearing.
  
13. The non-attendance of a party at a hearing and/or preliminary hearing in respect of which that party has received notice shall not prevent the matter being dealt with in their absence.
  
14. The Player Person, Team, Club or Organisation subject to the proceedings may admit their fault at any time, in which case the Judicial Panel should proceed immediately to hear submissions as to the sanction (if any) to be imposed.

15. Where disciplinary proceedings, however arising, are taken against more than one Player, Person, Team, Club or organisation as a result of incidents arising from the same incident or series of incidents, such proceedings may be heard by a Judicial Panel at the same time, provided there is no prejudice to any Person, Team, Club or Organisation against whom the proceedings are taken.

### **Video Evidence**

16. In the event the Judicial Panel accepts video evidence, it shall be viewed without the sound or commentary associated with it being heard, save where the sound commentary includes the comments in relation to the specific incident in question.

### **Panel Decisions**

17. A decision of a Judicial Panel shall be valid if taken by at least a simple majority of the members of the Panel. No member of the Judicial Panel may abstain from any decision. Where a Panel has an even number of members and they are unable to reach a unanimous or majority decision then the Chair of the Panel shall have a casting vote as well as his regular vote.
18. Hearings by Judicial Panels (save for Panel deliberations) should be fully audio or audio-visually recorded or recorded by a stenographer. The record of proceedings and all papers associated with the proceedings shall be held for a suitable period by the Union which shall promptly make the same available to the Board if it requires.

### **Standard of Proof**

19. Breaches of Council of Clubs' Rules may be established by any reliable means, including admissions.
20. The following rules of proof shall be applied by the Judicial Panel:
  - (a) they shall have the discretion to accept any facts established by a decision of a court of competent jurisdiction or professional Judicial Panel which is not the subject of a pending appeal as irrefutable evidence against the Player, Person, Team, Club or Organisation to whom the decision relates of those facts, save only where the Player Person, Team, Club or Organisation establishes that the decision was contrary to the principles of natural justice; and
  - (b) where the Player Person, Team, Club or Organisation is complained about and fails or refuses without compelling justification to appear at a hearing (in person or by telephonic or electronic means) of which they have been given reasonable notice, the Judicial Panel may draw an inference adverse to the Player, Person, Team, Club or Organisation.
21. The Judicial Panel shall be entitled to receive such evidence and, in such form as it thinks fit (including evidence in writing) notwithstanding the evidence may not be legally admissible and shall be entitled to attach such weight to that evidence as it sees fit.

22. Where a direction is given by a Judicial Chair it shall be the responsibility of the Player, Person, Team, Club or Organisation or witness concerned to ensure that it is complied with, notwithstanding any travel or other arrangements that may need to be made and/or altered. In any case where a direction given by the Judicial Chair is not complied with, the Judicial Panel may refuse to allow evidence of the Player, Person, Team, Club or Organisation to be given in any other form.
23. Generally, Judicial Panels should apply the best evidence rule. This means that first-hand accounts from persons present at the hearing as to their observations of the incident in question should be preferred. Hearsay evidence may be accepted. However, caution will be exercised before hearsay evidence is accepted in preference to first-hand evidence and generally less weight is likely to be given to hearsay evidence. Further, as a rule, Judicial Panels should not permit the introduction of opinion evidence other than expert opinion evidence. Expert opinion evidence is only likely to be permitted when the evidence falls outside the everyday knowledge of the members of the Judicial Panel.

#### **Witnesses and Representation**

24. Where evidence is given before a Judicial Panel, there shall be no direct questioning of any witness other than by the Judicial Panel save where the Judicial Chair agrees otherwise. Questions may, however, be put to a witness through the Chair of the Judicial Panel at the Chair's discretion.
25. The Judicial Panel may direct that the Union be represented. If so, the Union shall appear by the CEO or his nominated spokesperson and/or by a legal advisor at the hearing.
26. A Player, Person, Team, Club or Organisation who is required to attend a hearing by a Judicial Panel shall be entitled to be represented at the hearing by an official of his or her Union or Club (as the case may be) and by legal counsel.
27. Judicial Panels and Appeal Panels, prior to a hearing or at any stage during a hearing, may amend the allegation, having regard to the circumstances of the case. If such amendment cannot be made without causing injustice, in appropriate cases an adjournment may be granted.

#### **Sanctions**

28. The Judicial Panel shall be entitled to impose all or any, or can partially impose any, of the penalties set out in Rule 19.5 of the Council of Clubs' Rules.
29. The Judicial Panel in determining the sanction to be applied shall undertake an assessment of the seriousness of the breach
  - a. whether the offending was committed intentionally or deliberately
  - b. whether the offending was reckless, that is that they knew (or should have known) there was a risk of breaching the Rules
  - c. the gravity of the actions in relation to the offence
  - d. the nature of the actions



- e. the way the breach was committed including the positions held by those responsible for the breach
  - f. the effect of the breach on any victims
  - g. the effect of the breach on the administration of the game
  - h. the level of participation in the breach and the level of premeditation
  - i. whether the conduct was complete or amounted to an attempt
  - j. any other conduct in relation to or connected with the offending
  - k. The need for a deterrent to deter the likelihood of others committing similar breaches
  - l. any other aggravating factor that the Judicial Panel considers relevant and appropriate
30. Thereafter the Judicial Panel shall identify all relevant mitigating factors to determine if there are grounds for reducing their initial determination of a sanction, including:
- a) the presence and timing of an acknowledgement of culpability/wrongdoing
  - b) the player, person, team, club or organisation disciplinary record and/or good character
  - c) the player, person, team, club or organisation conduct prior to and at the hearing
  - d) any other mitigating factor that the Judicial Panel considers relevant and appropriate; and
  - e) whether the Judicial Panel considers that any sanction would be wholly disproportionate to the level and type of offending involved
31. Judicial Panels shall ordinarily, in their written decisions, set out the reasoning for their findings, including:
- a) the finding on culpability
  - b) how they have categorised the seriousness of the breach
  - c) how they applied aggravating and mitigating factors and
  - d) conclude with the sanction if any
32. Where the Judicial Panel considers it is warranted it may order no sanction at all.
33. In cases of multiple offending, a Judicial Panel may impose sanctions to run either on a concurrent or a consecutive basis provided that the total sanction is, in all the circumstances, proportionate to the level of the overall offending.
34. Sanctions shall normally be applied immediately, however in appropriate circumstances the sanctions may either be delayed or suspended; in either case any delay or suspension must allow for the sanction to be completed prior to the end of the next year's Rugby Season.

### **Costs**

35. As a general principle, the Wairarapa Bush Union shall bear the cost of holding the hearing and the player or person that is the subject of the proceedings or his or her team or club shall pay their own costs. Notwithstanding this general

principle, Judicial Panels shall have complete discretion to impose such costs orders as it sees fit having regard to the circumstances of the case.

### **Post Hearing Procedures**

36. The decision of the Judicial Panel shall be advised to the CEO as soon as practicable after the conclusion of the hearing and shall be binding once notification to the player, person, team, club or organisation or their representative has been undertaken by the CEO. Notwithstanding, where it is considered appropriate, the Judicial Panel may deliver a short oral decision at the conclusion of the hearing (with its reasons to be put in writing and communicated to the parties later) or it may reserve its decision. An oral decision will be binding from the time of communication to the parties.
37. All parties heard by the Judicial Panel shall be entitled to a copy of the written decision of the Judicial Panel containing reasons for the decision which shall, where practicable, be sent to them by the Union within 48 hours of its availability.
38. Where a Player, Person, Team, Club or Organisation is adversely affected by a decision of the Judicial Panel that Player, Person, Team, Club or Organisation shall be advised by the Judicial Panel of his or her right of appeal. Such advice shall, ordinarily, be included in the Judicial Panel's written decision and advised at the conclusion of the hearing if an oral decision is given.

### **Proceedings Not to Be Invalidated for Technical Reasons**

39. No proceedings heard by any Judicial Panel or Appeal Panel shall be quashed or held invalid by reason only of any defect, irregularity, omission, or other technicality unless such defect, irregularity, omission, or technicality raises a material doubt as to the reliability of the findings or decisions of the Judicial Panel or Appeal Panel or results in a miscarriage of justice.

### **Unions to Conduct Own Hearing**

40. Unless otherwise ordered by a Court of Law having jurisdiction in New Zealand, all Judicial proceedings may take place at the same time as legal proceedings relating to the same subject matter that are in existence in any New Zealand Court.
41. Where under these Rules, any time is prescribed or allowed for the filing of any Notice of Appeal or doing any other thing in respect of an appeal, the Appeal Panel Chair shall have full discretionary power to extend or abridge the time prescribed or allowed.

NOTES: