

Operational Rules



RFL

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Section One: Definitions/Interpretation

DEFINITIONS

- 1 In these Bye Laws (unless the context requires otherwise) the following expressions shall have the following meanings:
- (a) **“Alternative Ground”** means a ground other than a Club’s normal Ground which it wishes to register with the RFL in order to meet the requirements of Primacy of Tenure.
 - (b) **“Annual General Meeting”** means that meeting of the Council in each calendar year which the Board designates as the Annual General Meeting;
 - (c) **“BARLA”** means the British Amateur Rugby League Association;
 - (d) **“Best Endeavours”** means an obligation to take all those reasonable steps, including those which incur costs and a degree of difficulty, to achieve the required outcome;
 - (e) **“Board”** means the board of directors of the RFL, appointed from time to time in accordance with these Bye Laws;
 - (f) **“Broadcast”** includes dissemination by digital and analogue Radio, via the internet and by way of satellite, analogue, digital or cable television, and “Broadcasting” shall be construed accordingly;
 - (g) **“Bye Laws”** means the Bye Laws of the RFL consisting exclusively of the Constitution and the Operational Rules;
 - (h) **“Case”** means either an Inter-club Case or a Disciplinary Case;
 - (i) **“Championship”** means the divisional competition in which the relevant Club plays;
 - (j) **“Chief Executive”** means the person appointed to be the Chief Executive Chairman of the RFL from time to time in accordance with the Bye Laws
 - (k) **“Club”** means any Member which is a Rugby League Club and any other Rugby League Football club or other body which may be invited to join the RFL from time to time in accordance with these Bye Laws;
 - (l) **“Club Official”** means any director, secretary, executive chairman, chairman, employee or duly authorised (express or implied) agent of a Club or Member;
 - (m) **“Competition”** means a match or series of matches;
 - (n) **“Compliance Investigator”** means the person(s) who is from time to time appointed by the Board to the post of Compliance Investigator in accordance with the terms of the Operational Rules;
 - (o) **“Compliance Manager”** means the person who is from time to time appointed by the Board to the post of Compliance Manager in accordance with the terms of the Operational Rules;

- (p) **“Constitution”** means the document adopted by the Council of the RFL as its constitution, as amended from time to time in accordance with its terms, and which forms part of the Bye Laws;
- (q) **“Council”** means the body of Club and other representatives who meet and who are nominated, in accordance with these Bye Laws;
- (r) **“CRB”** means Criminal Records Bureau disclosure or such other registrations or checks which shall be required by current legislation such as the ISA (Independent Safeguarding Authority) or VBS (Vetting and Barring Scheme).
- (s) **“Cup”** means the annual Rugby League Challenge Cup Competition or such competition which replaces it from time to time, by whatever name it may be known;
- (t) **“Cup Pool”** means a proportion of the proceeds of all Cup Matches;
- (u) **“Cup Tie”** means any Rugby League match in the Cup;
- (v) **“Disciplinary Case”** means a complaint by any person that a person subject to the Operational Rules or Club has been guilty of any act or omission which, if proved may result in the imposition of any fine, penalty or other sanction under these Operational Rules;
- (w) **“Executive Chairman”** means the person appointed to be the Executive Chairman of the RFL from time to time in accordance with the Bye Laws;
- (x) **“Executive Directors”** means together the Executive Chairman for the time being and the Finance Director for the time being;
- (y) **“Federation”** means a governing body for a country recognised by the RLIF;
- (z) **“Finance Director”** means the person appointed to be the Finance Director of the RFL from time to time in accordance with the Bye Laws;
- (aa) **“Full Strength”** means a team selected in accordance with B1:8 to B1:11;
- (bb) **“Game”** means the game of Rugby League Football;
- (cc) **“Grand Final Series”** means the divisional play-off Competitions which take place towards the end of each Season, more particularly described in Section B of the Operational Rules;
- (dd) **“Ground”** means a venue at which a Club plays some or all of its home matches including any surrounding land or facilities owned or controlled by a Club or any of its associates or where a Club or any of its associates does not own the Ground any surrounding land or facilities controlled by the Club or any of its associates when a match is played at the Ground.
- (ee) **“Independent Person”** means a person:
- (i) who does not have a Relevant Association with any Club or Member; and
 - (ii) who is not a Relative of any person who has a Relevant Association with a Club or Member;

- (ff) **“Inter-club Case”** means a dispute between two or more Clubs relating to the application or interpretation of any of the Operational Rules or the Rules of the Game, or otherwise relating to rights or obligations arising under the same which is not a Disciplinary Case;
- (gg) **“Laws of the Game”** means the rules, regulations and standing orders which relate to the playing of the Game;
- (hh) **“League Match”** means any Rugby League match in any of the Competitions set out in Section B3 of the Operational Rules;
- (ii) **“Match”** means any of the following:
 - (i) a Cup Tie; or
 - (ii) a League Match; or
 - (iii) any other Rugby League match played by any Club or between two Club(s);
- (jj) **“Match Official”** means any of the following:
 - (i) referee;
 - (ii) touch judge;
 - (iii) in-goal judge;
 - (iv) fourth official/reserve referee;
 - (v) the match commissioner;
 - (vi) the interchange official; and
 - (vii) the video referee
- (kk) **“Medical Practitioner”** means a doctor registered to practice in the UK.
- (ll) **“Member”** means those Clubs and others who are members of the RFL as listed in Part II of the Schedule to the Constitution (as may be added to or deleted from time to time accordance with the provisions of the Constitution);
- (mm) **“Non-Executive Director”** means any non-executive director of the RFL from time to time;
- (nn) **“Operational Rules”** means the document adopted by the RFL as its operational rules, as amended from time to time by the Board in accordance with the terms of the Bye Laws, and which forms part of the Bye Laws;
- (oo) **“Operational Rules Tribunal”** means the panel of persons selected by the Board from time to time to comprise the Operational Rules Tribunal in accordance with these Rules. In selecting such persons, the Board shall have regard to the skills necessary to fulfil the various roles of the Operational Rules Tribunal pursuant to these Rules.
- (pp) **“Ordinary Resolution”** means a resolution of the Council passed at a duly convened meeting of the Council by the Requisite Majority of Members;
- (qq) **“Party” or “Parties”** means any person or entity (whether a Club or an individual or otherwise) who is bound by these Operational Rules and who is a party to any Case;

- (rr) **“Person subject to the Operational Rules”** means any Club, any Club Official, any Match Official, any employee of or any person serving in an official capacity with a Club or Member or any Player or Licensed Agent;
- (ss) **“Player”** means a person who has been registered as such with the RFL or who has indicated that he wishes to be registered as such.
- (tt) **“Primacy of Tenure”** means that a Club can prove to the satisfaction of the Board that it can:
- (i) play its home matches in the Grand Final Series at its home Ground in accordance with the requirements of both the competition and the broadcast partner;
 - (ii) play its home League Match in the final round of the season at its home Ground at such date and time as may be directed by the Board;
 - (iii) meet the requirements of the RFL broadcast partners as set out in the relevant contracts; and
 - (iv) schedule its home Matches on the dates required by the Board and circulated to the Clubs prior to the commencement of each Season.
- (uu) **“Relative”** means the spouse, parent or grandparent, child or grandchild, brother, sister, co-habitee or business partner of the person concerned;
- (vv) **“Relevant Association”** means that, at the time the test is applied or at any time within the period of 12 months preceding that date, the person concerned is or was:
- (i) a Club Official or a partner in or the sole proprietor of the Club or Member concerned; or
 - (ii) a creditor of the Club or Member concerned (excluding normal trade credit)
 - (iii) a professional adviser to a Club or Member;
- (ww) **“Representative”** means the person nominated by a Member to represent the Member at meetings of the Council. Where a Member is entitled to more than one Representative, this expression shall be taken to refer to any one of such Representatives;
- (xx) **“Representative Match”** means any of the following:
- (i) an international match of Rugby League Football played between senior/open age or restricted age-level teams from different countries; or
 - (ii) a test match (i.e. a game of Rugby League Football played between teams representing Members of the RLIF); or
 - (iii) a representative match between two county teams in Great Britain and Ireland at either senior/open age level or restricted age level; or

- (iv) such other representative matches or games other than Club versus Club games that the Board may decide from time to time which may include (in the Board's discretion) by way of example, Matches organised by BARLA and inter-services Matches;
- (yy) **"Requisite Majority"** means, for the purposes of an Ordinary Resolution only, more than 50% of votes given in relation to that Resolution which must, however, include the affirmative votes of not less than 4 Championships Members and not less than 4 SLE Members;
- (zz) **"RFL"** means the company RFL Limited as set out in the Memorandum & Articles of Association;
- (aaa) **"RLHQ"** means the headquarters of the RFL from time to time currently at Red Hall, Red Hall Lane, Leeds;
- (bbb) **"RLEF"** means the organisation which governs and oversees the Game in Europe currently known as the Rugby League European Federation.
- (ccc) **"RLIF"** means the organisation which governs and oversees the Game at International and representative level currently known as the Rugby League International Federation;
- (ddd) **"RLIF Regulations"** means the rules and regulations of the RLIF as may be amended from time to time;
- (eee) **"Season"** means in each year the period beginning on the day of the first League Match, Representative Match or Cup Tie (whichever is the sooner) and ending on 30 November unless due to exceptional circumstances the Board directs that it should finish on an alternative date;
- (fff) **"Senior Operational Rules Tribunal Members"** means those members of the Operational Rules Tribunal from time to time nominated by the Board to be the Senior Operational Rules Tribunal Members from time to time;
- (ggg) **"SLE"** means Super League Europe Limited (a limited liability company the Clubs of which are admitted to the Super League competition at any given time);
- (hhh) **"SLE Members"** means those Clubs who are Members and who are also members of SLE;
- (iii) **"Special Resolution"** means a resolution of the Council passed at a duly convened meeting of the Council by 75% of the votes given which must however include the affirmative votes of not less than 4 Championships Members and not less than 4 SLE Members;
- (jii) **"Super League"** is the title of the competition in which the current members of SLE play;
- (kkk) **"Weekend"** means Friday, Saturday and Sunday (inclusive) save that where a game scheduled to be played on Friday, Saturday or Sunday is brought forward to Thursday that Thursday, where relevant, shall count as if it were a Weekend;
- (lll) **"Zero Tolerance"** means the RFL policy of not tolerating racist behaviour of any type and imposing severe penalties with no exceptions.

In addition, references to paragraphs with no prefix shall be deemed to be references to paragraphs of the Constitution and references to paragraphs preceded by a letter shall be deemed to be references to paragraphs of the Operational Rules.

Any power given to the Board by these Operational Rules may be delegated by the Board to any individual or individuals together or singly (and whether or not that individual or those individuals are members of the Board) either generally or in any specific circumstance.

CORRESPONDENCE

All correspondence concerning Matches, officials, registrations, appeals, representations and other matters connected with the RFL shall be addressed to the RFL at its principal place of business from time to time.

HEADINGS

The headings and marginal notes (if any) in the Operational Rules are for descriptive purposes only and shall not control or alter the meaning of the Operational Rules as set forth in the text hereof and of the Operational Rules, and do not in any way limit or amplify the terms of the Operational Rules.

STATUTORY PROVISIONS

References to statutory provisions shall be construed as references to those provisions as respectively amended, extended or re-enacted prior to the adoption of these Operational Rules in addition to statutory provisions from time to time amended, extended or re-enacted after the coming into force of these Operational Rules.

INTERPRETATION

Words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter and vice versa.

NOTICES

Notices and other communications under these Operational Rules shall, where they are required to be in writing, be sent by first class prepaid mail or facsimile transmission addressed to the recipient at its notice or e-mail address, and will be deemed to have been communicated upon the date of actual delivery in the case of facsimile transmission and e-mail and in the case of a letter the next working day following postage.

In the event of any conflict between the terms of the Memorandum and Articles of Association and Bye Laws and the terms of the Operational Rules, the Memorandum and Articles of Association and Bye Laws shall prevail.

AMENDMENTS TO OPERATIONAL RULES

The Operational Rules shall be capable of amendment by resolution of the Board alone. Separately the Council shall be competent to amend the Operational Rules.

