

# RUGBY AUSTRALIA

## REGISTRATION REGULATIONS 2020

This document provides the regulatory framework for the registration and insurance systems, both fundamental to good governance, participation and growth of Rugby in Australia.

### ***Registration and Rugby Xplorer***

All Players are required to pay the applicable fees, which include the National Participant Insurance Levy (“**NPIL**”); the National Participant Registration Fee (“**NPRF**”); and the Member Union Participant Registration Fee<sup>1</sup> (“**MUPRF**”), based on a tiered national game and registration types.

Players must be registered and have paid the NPIL, NPRF and MUPRF in order to be covered under the Australian Rugby Insurance Plan. Please note that the NPIL is payable irrespective of whether or not a separate or additional insurance is already in place for the Player or team.

Rugby Australia’s national online player registration and competition management platform is a simple and easy tool for self-registration and, where applicable, to make a registration payment.

Players, Non-playing members and Match Officials that register will be able to complete the online registration and pay their NPIL, NPRF, and other Member Union, Association and Rugby Club registration fees in one simple transaction.

### ***Event Sanctioning***

Rugby Australia continues to strive to grow the different formats and configurations of Rugby events, tournaments, and matches. Event sanctioning and special event insurance can be obtained for Rugby events, tournaments and matches conducted outside of the approved regular Competitions, pre-season trials, inter association and/or representative matches/programs. This may include XVs, 10s, 7s and other game variants. Event sanctioning guidelines, application forms and costs are available at [Insurance](#).

### ***Entity Teams***

Entity Teams are associations, incorporated entities, organisations or groups of persons (that wish to play and train but not necessarily form, or be part of, a Club, regular Competition or Sanctioned Event. Entity Teams may obtain insurance if they meet certain requirements related to safety, welfare and governance.

Sanctioning guidelines, application forms and fees for such teams are available at [Rugby Admin](#). If an Entity Team wishes to take part in a Competition or create a Sanctioned Event, the registration and sanctioning processes also apply.

### ***Further Information***

For further information, please visit [Rugby Admin](#) and/or the [Codes & Policies](#).

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<sup>1</sup> The Member Union Participant Registration Fee (MUPRF) will vary between individual Member Unions.

## 1. DEFINITIONS

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For the purposes of these Regulations, the following definitions shall apply:

“Affiliated Union” means a body so named in, or admitted pursuant to, the Rugby Australia Constitution as being an affiliated union;

“Association” means an organisation that administers a group of clubs for the purposes of governance and regulatory requirements with respect to competitions, events, tournaments and rugby programs;

“Clearance” means the requirement for a currently registered player wishing to register at another Club on the same registration type during the season;

“Competition” means any match played as part of either (i) a structured competition or series including a trial match, a friendly match, or representative match involving a Rugby Body; or (ii) a Sanctioned Event.

“Duration” is the time that a Player or Participant is registered for (this can be by season, month or week);

“Entity Team” means an association, incorporated entity, organisation, team or group of persons registered pursuant to the *Entity Team Sanctioning Guidelines* found at [Rugby Admin](#) that wish to play and train but not necessarily form, or be part of, a Club, regular Competition or Sanctioned Event;

“Event Organisers” means organisations authorised to conduct Rugby Union programs, events, tournaments, and/or matches in Australia, pursuant to the Rugby Australia *Event Sanctioning Guidelines*, found at [Insurance](#);

“Insurer” means the insurance provider of the Australian Rugby Insurance Plan;

“International Rugby Body” means a Rugby Union, Rugby Club, or other body based in a foreign nation and affiliated with the National Rugby Union of that nation;

“Laws of the Game” mean the laws and regulations of Rugby as published by World Rugby, including any variations authorised by World Rugby or Rugby Australia;

“Member Union” means an Australian State or Territory union in membership of Rugby Australia;

“Participant” means a Player, match official, selector, coach, trainer, manager, team official, or an individual involved in the organisation, administration or promotion of Rugby including a director, officer or employee of a Rugby Body;

“Player” means a player of the game of Rugby;

“Permit” means the requirement for a currently registered player wishing to have a second registration at another Club on the same registration type during the season;

“Registered” means a Player and/or non-playing Participant who has completed effective registration, and paid all applicable fees and levies, in accordance with Regulation 4;

“Registration Period” means the time-period that a Participant is registered for in order to participate in a Competition or Entity Team. This will ordinarily be a calendar year, subject to the game or registration type, location and seasonal nature of the Competition(s) that the Participant wishes to participate in;

“Registration Type” means the registration option(s) available to a Player, Non-playing member or Match Official;

“Regulation(s)” means the Rugby Australia Registration Regulations, as amended from time to time;

“Rugby” means rugby union football;

“Rugby Australia” means Rugby Australia Ltd;

“Rugby Body” means Rugby Australia, any Member Union or Affiliated Union of Rugby Australia, or any Rugby Union, Club or other body in membership with or affiliated with Rugby Australia, a Member Union or an Affiliated Union.

“Rugby Club” or “Club” means any club affiliated with a Member Union or an affiliated Rugby Body.

“Rugby Xplorer” means Rugby Australia’s online registration and competition management system; and

“Sanctioned Events” means events, tournaments, and/or matches conducted by an authorised Event Organiser that have received formal approval.

## **2. APPLICATION OF REGULATIONS**

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**2.1.** These Regulations set out the minimum standards and procedures that apply to the registration of Participants for approved or authorised:

2.1.1. Competitions conducted under the jurisdiction of Rugby Australia and its Member Unions; and

2.1.2. Entity Teams

from **1 October 2019**.

**2.2.** All Member Unions, Rugby Bodies, Rugby Clubs, Participants, Registered Players, authorised Event Organisers and Entity Teams are bound by these Regulations.

**2.3.** These Regulations may be amended by Rugby Australia from time to time.

## **3. ELIGIBILITY TO PLAY IN A RUGBY AUSTRALIA SANCTIONED COMPETITION OR TEAM**

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**3.1.** Only a Registered Player shall be permitted to participate for a Rugby Club, Rugby Body or Entity Team.

**3.2.** No Rugby Club, Rugby Body or Entity Team may participate in a Competition unless all players (including substitutes) fielded by that Club/Rugby Body/Entity Team are Registered Players.

**3.3.** Where a Rugby Club, Rugby Body, Entity Team or Event Organiser allows the participation of a non-Registered Player (or have not taken, in Rugby Australia’s view, all reasonable steps to satisfy itself that the Player has effective registration before the

Player plays in a Competition), it will be subject to the penalties outlined in Regulation 10.

#### **4. EFFECTIVE REGISTRATION**

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- 4.1.** A Player in a Competition will be deemed to have completed effective registration where the Player:
- 4.1.1. has registered online through Rugby Xplorer to join a Rugby Club, Rugby Body or Entity Team for the Registration Period; and
  - 4.1.2. has paid all applicable fees and levies relating to his/her registration, including the NPIL, NPRF, applicable MUPRF, and any Competition fee required in accordance with the national registration categories.
- 4.2.** A Player due to participate in a Sanctioned Event will be deemed to have completed effective registration when the organiser or registrar of the Sanctioned Event has complied with the registration requirements set out in the *Event Sanctioning Guidelines* found at [Rugby Admin](#).
- 4.3.** A Player in an Entity Team will be deemed to have completed effective registration when the organiser or registrar of the Entity Team has complied with the registration requirements set out in the *Entity Team Sanctioning Guidelines* found at [Insurance](#).
- 4.4.** A Non-playing and/or Match Official will be deemed to have completed effective registration when that non-playing Participant is registered in Rugby Xplorer and their membership/registration status is shown as 'registered'.

#### **5. NATIONAL PARTICIPATION REGISTRATION TYPES**

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##### ***Registration Types***

- 5.1.** A Player is required to register under a national registration type for the Competition in which they will participate. For example, a Player playing in an U8 XVs Competition, even if they are less than 8 years of age, will need to register under the XVs Junior Player Registration type. A player playing in a XVs senior Competition, even if they are less than 18 years of age (subject to dispensation requirements), will need to register under the XVs Senior Player Registration type.
- 5.2.** For XVs Rugby (including the Junior Player Pathway) the following registration types apply:
- 5.2.1. **XVs Junior, XVs Junior Boys and XVs Junior Girls** – A Player playing in a junior Competition between 5 and 18 age-grades;
  - 5.2.2. **XVs Senior, XVs Mens and XVs Womens** – A Player playing in a senior Competition aged 18 years and over, including colts, U19, U20 and open age Competitions;
  - 5.2.3. **Veterans** – A Player playing in a veteran Competition aged 35 years and over playing under Rugby Australia Vets laws.
- 5.3.** National player registration types exist for the game variants of 7s, 10s and Touch 7s.

- 5.3.1. **7s Junior, 7s Junior Boys and 7s Junior Girls** – A Player playing in a junior 7s Competition between 5 and 18 age-grades;
- 5.3.2. **7s, 7s Mens and 7s Womens** – A Player playing in a senior 7s Competition aged 18 years and over, including colts, U19, U20 and open age Competitions;
- 5.3.3. **10s Junior, 10s Junior Boys and 10s Junior Girls** – A Player playing in a junior 10s Competition between 5 and 18 age-grades;
- 5.3.4. **10s, 10s Mens and 10s Womens** – A Player playing in a senior 10s Competition aged 18 years and over, including colts, U19, U20 and open age Competitions; and
- 5.3.5. **Touch 7s** - only one registration type applies: Touch 7s
- 5.4. **Training Only Player Registration** – A player wishing to train only, including prior to registering to play. If a player wishes to play in a match, they must register to one of the above registration types.
- 5.5. **Championship** registration type – A player playing in a junior or senior championship for any game variant, including age grade and opens.
- 5.6. Additional registration types are available for other rugby programs that do not require players to participate in matches and be added to a team list.
  - 5.6.1. **Get into Rugby and Get into Rugby + voucher** – A Player participating in a learn to play rugby program from 5 years and older; and
  - 5.6.2. **Modified Rugby Program** – A Player with a disability participating in a modified rugby program from 5 years and older;
- 5.7. Information on Event Sanctioning and Entity Team guidelines, application forms and fees are available at [Rugby Admin](#).

## 6. FEES AND LEVIES

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### *General Provisions*

- 6.1. The fees and levies associated with participation as a Player include:
  - 6.1.1. The National Participation Insurance levy (NPIL);
  - 6.1.2. The National Participant Registration Fee (NPRF);
  - 6.1.3. The Member Union Participant Registration Fee (MUPRF);
  - 6.1.4. The Association Fee (where applicable); and
  - 6.1.5. The Club Fee
- 6.2. The NPIL, NPRF and MUPRF:
  - 6.2.1. are each payable on a per player basis;

- 6.2.2. differ for each registration types and age of player. Rates can be found at [Rugby Admin](#) Registration page;
  - 6.2.3. differ for other events and Entity Teams depending on the nature and type of the event or Entity Team and will be notified upon application for Event Sanctioning or Entity Team registration; and
  - 6.2.4. are to be paid online when registering for the Club, Rugby Body, Entity Team or Event Organiser.
- 6.3. A transaction fee of 2% will apply to online payments via the Rugby Xplorer payment gateway, with such fee subject to annual adjustment if required.

### ***Invoicing and Collection***

- 6.4. The NPIL is collected through the online registration payment and will be provided to the Insurer.
- 6.5. Where Rugby Australia has sanctioned an event or Entity Team, the Insurer will directly invoice the relevant Rugby Club, Rugby Body, Entity Team or Event Organiser as appropriate.
- 6.6. Payments for the NPIL, NPRF and MUPRF must be made in full by the invoice deadline to be eligible for continuing participation. Rugby Clubs, Rugby Bodies, Entity Teams and Event Organisers that fail to meet the payment deadlines in accordance with this Regulation 6 will be subject to the penalties outlined in Regulation 10.

### ***Secondary Registrations and Fee Discounts***

- 6.7. Competition Participants can benefit from fee discounts associated with their NPIL, NPRF and association fees when registering a second time for a season duration within the same registration period (Oct 1 – Sept 30). Player fees and levies in connection with secondary registration for Competitions within the same Registration Period are calculated based on the nature of the secondary registration i.e. type, club, association, State/Territory and format of Competition. For further information visit [Registration](#). For example, a Player that is registered for a city Club within a particular State and returns home to the country (within the same State) during university holidays and plays for their local club would not be charged for Insurance (NPIL) or state fees (NPRF & MUPRF) again. Similarly, a Player who plays XVs for a particular Club and then plays in a 7s or Touch 7s Competition will not be liable for NPIL or NPRF. (Monthly and Weekly duration registrations, either as the first (primary registration) or second (secondary) will not facilitate secondary conversion discounts).
- 6.8. Discounts for Sanctioned Events are not available, irrespective of whether the Player may be also registered for a Competition/s. All registrations are treated as 'Primary' for such events.
- 6.9. Additional fees will be payable if an Entity Team wishes to join a Competition (including a Sanctioned Event).
- 6.10. For a **Training Only** registration, discounting is available for secondary registrations to other registration types of a season duration.

## **7. INSURANCE**

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- 7.1.** Rugby Australia has arranged the *Sports Injury and Liability Insurance Plan* (the “Plan”) on behalf of all Rugby Bodies, Rugby Clubs, Participants and Registered Players on the following basis:
- 7.1.1. A Rugby Body affiliated with Rugby Australia and/or a Member Union will be covered under the Plan annually, subject to payment in full of fees/levies and subject to Regulation 7.1.3;
  - 7.1.2. A Player must have effective registration (see Regulation 4) in order to obtain coverage under the Plan;
  - 7.1.3. A Non-playing member (Team Officials, Committee members or Volunteers acting in an official capacity on behalf of their Clubs and/or Rugby Bodies) must be registered in Rugby Xplorer to obtain coverage under the Plan, however no additional cost will apply;
  - 7.1.4. A Match Official must be registered in Rugby Xplorer to obtain coverage under the Plan, however no additional cost will apply;
  - 7.1.5. An Entity Team must be duly authorised and have paid in full fees/levies in order to obtain coverage under the Plan; and
  - 7.1.6. Coverage under the Plan will only apply to Sanctioned Events.
- 7.2.** Save for Players participating in school-based Rugby competitions, the NPIL is payable for all Players, irrespective of whether a Player or Rugby Body has separate insurance(s) with the same or similar coverage (for example private health insurance).
- 7.3.** Insurance can be obtained for: (i) Rugby events, tournaments, and matches conducted outside regular approved Competitions and/or representative matches/programs; and (ii) Entity Teams.
- 7.4.** The Event Organiser is required to put in place ‘Special Event Insurance’ for all participating teams prior to participation in a Sanctioned Event. A player participant levy will be charged to ALL Event Organisers and will be invoiced either on a per player or team basis.

## **8. SANCTIONED EVENTS AND ENTITY TEAMS**

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### **8.1. Approval**

- 8.1.1. It is paramount that all rugby training, events, tournaments and matches played in Australia are conducted in a safe and professional manner and comply with the respective World Rugby Laws & Regulations, Rugby Australia Law Variations, Registration Regulations and By-Laws, guidelines, policies and procedures.

- 8.1.2. To conduct a Rugby event or create and/or operate an Entity Team, appropriate approval must be obtained. Event Sanctioning and Entity Team guidelines, application forms and costs are available at [Rugby Admin](#).
- 8.1.3. Where an Entity Team wishes to organise a Sanctioned Event, or participate in a Competition, then approval and registration processes apply in addition to the Entity Team approval and registration process.

## **9. PLAYER CLEARANCES & PERMITS**

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### **9.1. Domestic Player Clearances and Permits**

- 9.1.1. Registered Players that wish to move Club (permanently or temporarily), whether to a Club within their Competition, to a Club in a new Competition within the same State/Territory, or to a Club in new Competition in a different State/Territory, must initiate a clearance or permit request via their Rugby Xplorer registration. Player clearances/permits shall be subject to appropriate approval processes within Rugby Xplorer.
- 9.1.2. A Registered Player shall ordinarily not be required to pay additional NPIL, NPRF or MUPRF within a current season if they move to a Club within the same State/Territory. Where a Player moves to a different State/Territory, an additional NPRF and MUPRF will be payable. Club and Association registration fees may be applicable as determined by the new Club and Association.
- 9.1.3. A Player that moves from a Rugby Club to an Entity Team must also initiate a clearance or permit request. Fees and levies apply in accordance with these Regulations.

### **9.2. International Player Clearances**

International player clearances will be subject to the World Rugby International Player Clearance approval process. A player that wishes to transfer either 'to' or 'from' an International Rugby Body must initiate this clearance through their Rugby Club by completing the *International Clearance Form*.

## **10. SANTIONS FOR NON-COMPLIANCE**

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- 10.1. A Player, Non-playing member or Match Official that has not registered will have no insurance cover provided under Rugby Australia's Insurance Plan.
- 10.2. An Event Organiser and/or Entity Team that has not paid all outstanding NPIL, NPRF and/or MUPRF by the invoice deadline will not be eligible for continuing participation in sanctioned event or continued operation as an Entity Team and shall be suspended from participating until such time as all outstanding payments have been made. A Rugby Club, Rugby Body or Entity Team may, in addition, be subject to suspension and/or termination of membership or other such penalties as deemed appropriate by the relevant Affiliate Union, Member Union, Event Organiser and/or Rugby Australia.



- 10.3.** A Rugby Body that permits a Rugby Club, Entity Team or other Rugby Body with outstanding NPIL, NPRF and/or MUPRF debts to continue participating in any Competition may be subject to suspension of membership to the relevant Member Union and/or Rugby Australia, and such other penalties as the relevant Member Union and/or Rugby Australia deem appropriate.

## **11. REFUND/REVERSAL OF PARTICIPANT FEES & LEVIES**

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### **11.1 Eligibility for Refund/Reversal**

Except where required in accordance with Federal/State consumer protection laws, NPIL, NPRF and/or MUPRF payments (or parts thereof) shall only be refundable where:

- A Player has registered for a season;<sup>2</sup> and
- Rugby AU/Member Union, in the exercise of its discretion, determines that exceptional circumstances exist to warrant a refund.<sup>3</sup>

An application for a refund must be made in accordance with Regulation 11.2 below. The following exclusions and conditions apply:

- 11.1.1. Refunds shall not apply to a Registered Player moving between Clubs, Rugby Bodies or Entity Teams and/or Member Unions in the same calendar year;
- 11.1.2. Transaction fees associated with Rugby Xplorer registration online Payment Gateway are non-refundable;
- 11.1.3. Refunds may incur an appropriate administrative fee as determined by Rugby AU/Member Union.

### **11.2. Procedure for Refund/Reversal**

Where a Rugby Club, Rugby Body, Entity Team or Event Organiser (as applicable) is eligible for the refund/reversal of NPIL, NPRF and/or MUPRF for a Registered Player under Regulation 11.1, the following steps shall apply:

#### **11.2.1. Registered Player**

- (i) The Club, Rugby Body, Entity team, Event Organiser Registrar shall complete a refund request and submit it to the Member Union/Rugby Australia for the Registered Player and for the reversal of registration liabilities.
- (ii) Rugby Australia and the Member Union shall review the request for a refund and satisfy itself that the Registered Player is eligible for a refund,

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<sup>2</sup> Please note that Players registered for a weekly or monthly duration and those registered for an Entity Team are not eligible for a refund.

<sup>3</sup> Please note that the fact that a Player has not trained or played a match in a season will not in itself provide grounds for exceptional circumstances. In any event, NPIL liability is generally not refundable irrespective of the fact that a Player may not have trained or played a match in a season. This is because insurance coverage has been provided.

and provide confirmation to the Club, Rugby Body, Entity Team, Event Organiser of approval (or otherwise) of any refund, including the amounts of fees to be refunded by the Club, Rugby Body, Entity Team, Event Organiser to the Registered Player.

- (iii) On approval by;
  - a. Rugby Australia and the Member Union (full refund), the Registered Player is de-registered in Rugby Xplorer (therefore removing all registration benefits and liabilities);
  - b. Member Union only (partial refund), the Registered Player remains registered as the NPIL is not Refundable.
- (iv) The Rugby Club, Rugby Body, Entity Team, Event Organiser (where applicable) provides the Registered Player with the approved (full or partial) refund amount, when refund approval is confirmed by Rugby Australia and Member Union.
- (vi) Rugby Australia and the Member Union shall reconcile approved refunds within the tax invoice issued to the Rugby Club, Rugby Body, Entity team, Event Organiser. The amount payable by the Club, Rugby Body, Entity Team, Event Organiser shall be reduced by the approved refund amount that has been settled by the Club, Rugby Body, Entity Team, Event Organiser. In instances where no tax invoice is issued, the Rugby Club, Rugby Body, Entity Team, Event Organiser shall recoup the respective refund amount of the NPIL, NPRF and MUPRF from Rugby Australia and Member Union.
- (i) The Club, Rugby Body, Entity Team, Event Organiser and Competitions will refund their portion of participant registration fees, in accordance with their respective refund policies.

## **12. REFUSAL, SUSPENSION OR CANCELLATION OF REGISTRATION**

12.1 Rugby Australia or an Affiliate or Member Union of Rugby Australia reserves the right to refuse, suspend or cancel registration at any time, including, but not limited to:

- (i) Where false, misleading or inaccurate information has been provided as part of the registration process by that Player or Participant or any other person acting on his/her behalf;
- (ii) Where the person is currently suspended (provisionally or otherwise) from participation in Rugby or any other WADA compliant sporting code or is under investigation by a Rugby Body or other WADA compliant sporting code for any act(s) of on or off-field misconduct;
- (iii) Where the person, seeking registration or having obtained registration, is under investigation by any State/Territory police service or other statutory authority or is the subject of on-going criminal proceedings for any offence(s) that Rugby Australia deems is of such a nature and seriousness as to present a risk by that person to any other Player or Participant or to the reputation of any Rugby Body, Rugby AU or the Game at large.
- (iv) Where the person is alleged to have acted (prior to seeking or obtaining registration) in a way that would be contrary to any of Rugby AU's Regulations, Polices or Codes;

(v) Where the person, seeking registration or having obtained registration, is alleged to have outstanding debts or liabilities to a Club or Rugby Body and it is considered necessary in all the circumstances of the matter to refuse, suspend or cancel registration.

(vi) Where an international clearance that is required has not been obtained.

12.2 Where registration is cancelled because of the provision of inaccurate, false or misleading information having been provided as part of the registration process, it will be deemed to be void and invalid from the date of initial registration.

12.3 Registration will be deemed cancelled on the day following the expiry of any work permit visa or other permit or consent required by law to live and/or work in Australia.

12.4 Where registration is cancelled because of the failure to obtain international clearance, registration will be deemed to be void and invalid from the date of initial registration and if the relevant Player has played a match for the Club, the Club will be liable for fielding an unregistered player.