

NSWRL

Rules



NSWRL RULES

Part 1 – Preliminary

Commencement

1. Save where otherwise expressly provided herein, these Rules shall commence in operation at 1 November 2019 and shall remain in force from that time until amended or replaced.

Amendments

2. (1) The provisions of these Rules may be amended by the Board from time to time in such manner as the Board thinks fit, provided that any such amendments are notified in accordance with **Sub-Rule (2)**, in which event any such amendment will have immediate effect unless the Board states that the amendment commences on a later date, in which case the amendment commences in force on that date.
- (2) For the purposes of **Sub-Rule (1)**, a notice amending the provisions of these Rules shall:
 - (a) Be in writing;
 - (b) Refer to these Rules and this **Rule 2**;
 - (c) Specify the date upon which the Board resolved to make the amendment;
 - (d) Set out the precise terms of the amendment;
 - (e) Be signed by the Chief Executive Officer or, in the absence of the Chief Executive Officer, such other person as the Board may designate; and
 - (f) Be published by posting on the NSWRL Website and / or communicated in such other manner (including email) as the person with responsibility for signature and notification under **Sub-Rule 2(e)**, in their absolute discretion, considers appropriate.
- (3) To remove any doubt, merely because these Rules (including the Schedules and Guidelines to these Rules) are amended in some respect or respects, however substantial, that does not mean or have the effect that all Clubs, Participant Organisations and persons bound by these Rules:
 - (a) Are no longer bound by these Rules; or
 - (b) Only bound to the extent that these Rules have not been amended;because, provided any amendment is made in accordance with **Sub-Rule (2)**, all Clubs, Participant Organisations and persons bound by these Rules are bound to the Rules as they are amended from time to time.
- (4) Whenever these Rules (including the Schedules and Guidelines to these Rules) are amended, it is the obligation of all Clubs and Participant Organisations to alert each of their Players and other persons within their control that are bound by the Rules of the making, and terms, of that amendment.

Definitions

3. (1) In these Rules (including the Schedules and Guidelines), unless the context otherwise indicates or requires or expressly stated to the contrary, the following terms and expressions have the corresponding meanings:

Agent means any person or Entity who acts, or purports to act, on behalf of a Player and includes a Player's manager, representative or adviser.

Anti-Doping Policy means the *Anti-Doping Policy of The Australian Rugby League Commission, the National Rugby League, the New South Wales Rugby League, the Queensland Rugby League, the Country Rugby League and our member and Sub-Member Organisations* (2015 Version) as amended or replaced from time to time. The Anti-Doping Policy is set out at **Schedule Two** to these Rules.

Anti-Doping Rule Violation has the same meaning as given to that term in the Anti-Doping Policy.

Anti-Doping Tribunal means the tribunal of that name constituted under the Anti-Doping Policy, and any tribunal conferred with jurisdiction to determine allegations of Anti-Doping Rule Violations committed under the Anti-Doping Policy, including NSWRL's anti-doping tribunal.

ARLC means Australian Rugby League Commission Limited ABN 94 003 107 293.

Board means the board of directors of the NSWRL.

Breach Notice means a notice pursuant to **Rule 10**.

Breach Proceedings means any proceedings commenced by the issue of a Breach Notice against a Club, Participant Organisation or a person bound by these Rules pursuant to **Part 2** of these Rules.

Business Day means any day other than a Saturday, Sunday or public holiday in the State of New South Wales, and where a time limit is set in the Rules and performance is due on a day that is not a Business Day, the time for performance is the next Business Day.

Chief Executive Officer means the person appointed by the NSWRL, from time to time, to hold office as its Chief Executive Officer.

Club means:

- (a) Any person and / or Entity that is a party to a current Participation Agreement with the NSWRL to participate in a NSWRL Competition and / or the Related Competitions (or any of those NSWRL Competitions and / or Related Competitions or any combination thereof); together with
- (b) Any person(s) and / or entities carrying on business as a Rugby League football club who is or are declared by the Board to be a Club for the purposes of these Rules.

Club Medical Officer means the medical practitioner appointed or nominated by a Club or Participant Organisation as its medical officer or who otherwise acts as that Club's or Participant Organisation's doctor or medical officer.

Club Official means:

- (a) A director of a Club or Participant Organisation;
- (b) An officer of a Club or Participant Organisation;
- (c) An employee of a Club or Participant Organisation;
- (d) A chief executive officer of a Club or Participant Organisation;
- (e) A coach of a Team fielded by a Club or Participant Organisation in any NSWRL Competition and / or the Related Competitions (or any of those NSWRL Competitions and Related Competitions or any combination thereof);

- (f) A member of the coaching or training staff or consultancy of a Club or Participant Organisation including without any limitation a football manager;
- (g) A member of the medical or allied health staff or consultancy of a Club or Participant Organisation including the Club Medical Officer;
- (h) The chief financial officer, financial controller or finance manager of a Club or Participant Organisation;
- (i) An agent of a Club or Participant Organisation;
- (j) A contractor or consultant to a Club or Participant Organisation;
- (k) A volunteer of a Club or Participant Organisation;
- (l) Any person having a proprietary interest, whether legal or equitable, in a Club; or Participant Organisation;
- (m) Any person who acts, or purports to act, on behalf of a Club or Participant Organisation, whether as agent, spokesperson or otherwise and whether:
 - (i) Formally authorised by the Club or Participant Organisation to so act or not;
 - (ii) Registered under these Rules or not; and
- (n) Any person who is so declared by the Board to be a Club Official for the purpose of these Rules.

Competition Points means points awarded to a Club or Participant Organisation for winning or drawing Matches in any Rugby League competition to which these Rules apply.

Entity includes any corporation, incorporated association, unincorporated association, trust or partnership.

Finals Series means the play-off series provided for in the respective NSWRL Handbook for the respective NSWRL Competition, or such other play-off series of whatever format and comprising however many Teams as may be determined by the NSWRL, in its absolute discretion, from time to time.

Finals Series Match means a Match played in a Finals Series;

Game means the game of Rugby League;

Game Participant – means a person who is concerned, whether directly or indirectly, with a Club, a Team or as a Player in the NSWRL Competitions (or any of them) and / or the Related Competitions (or any of them) and includes:

- (a) Club Officials;
- (b) Any person who assists a Club, Participant Organisation, a Team or a Player in the NSWRL Competition(s) and / or the Related Competitions, and whether any such person is:
 - (i) Engaged by a Club or Participant Organisation or otherwise;
 - (ii) An employee, contractor, agent or volunteer of a Club or Participant Organisation or otherwise; or
 - (iii) Paid or unpaid.
- (c) Any person who is declared by the Board to be a Game Participant for the purposes

of these Rules.

GM of Football means the person appointed by the NSWRL, from time to time, to hold office as its General Manager of Football.

Guideline means any Guideline published by the NSWRL from time to time pursuant to these Rules.

Match means a game of Rugby League football;

Match Official means and includes:

- (a) The referees for a Match;
- (b) The touch judges for a Match;
- (c) If used, the in-goal touch judges for a Match;
- (d) The interchange officials for a Match;
- (e) The video referees for a Match;
- (f) The sin-bin operator for a Match;
- (g) The timekeeper or timekeepers for a Match;
- (h) The ground manager for any ground where a Match is played;
- (i) Any person who assists in the preparation for, or the conduct of, a Match (including the organisation, management, control or administration of the Match as an event), and whether any such persons is:
 - (i) Engaged by the NSWRL or a Club or otherwise;
 - (ii) An employee, contractor, agent, volunteer or otherwise; or
 - (iii) Paid or unpaid; and
- (j) Any person who is declared by the Board to be a Match Official for the purposes of these Rules;

NRL means National Rugby League Limited ACN 082 088 962.

NSWRL means New South Wales Rugby League Limited ACN 002 704 761.

NSWRL Anti-Vilification Code means **Schedule Three** to these Rules.

NSWRL Appeals Committee means the body constituted by the *NSWRL Appeals Committee Procedural Rules*.

NSWRL Appeals Committee Procedural Rules means **Schedule Five** to these Rules.

NSWRL Code of Conduct means **Schedule One** to these Rules.

NSWRL Competitions means each of the Rugby League competitions arranged, organised and administered by the NSWRL, including in relation to each such competition:

- (a) Matches played during a Round;
- (b) Finals Series Matches; and

- (c) Such other Matches as are declared by the Chief Executive Officer, in his absolute discretion, to be a Match played in the NRL Competition.

NSWRL Handbooks and Operations Manuals means each of the documents listed at **Schedule Six** to these Rules.

NSWRL Judiciary means the body constituted by the *NSWRL Judiciary Code of Procedure*.

NSWRL Judiciary Code of Procedure means **Schedule Four** to these Rules.

NSWRL Playing Contract means a contract between a Club and a Player, which is registered by NSWRL.

NSWRL Rules or **Rules** means these NSWRL Rules, including all Schedules and Guidelines to these NSWRL Rules, as amended by the NSWRL from time to time pursuant to **Rule 2**;

NSWRL Website means the website maintained by the NSWRL on the world wide web which is located at URL <http://www.nswrl.com>.

NZRL means New Zealand Rugby League Incorporated (that organisation being the national governing body for Rugby League in New Zealand).

Other Competitions means any open age Rugby League football competitions (other than any NSWRL Competition, any of the Related Competitions and any of the Representative Competitions) that are:

- (a) Conducted by a member or affiliate of the RLIF, whether such competitions are conducted in Australia, New Zealand or in any other country, which competitions, as at 1 November 2019, included the competition known as the European Super League;
- (b) Declared by the Chief Executive Officer, in his absolute discretion, to be an Other Competition for the purposes of these Rules.

Participant Organisations means any organisation apart from a Club, which agrees to be bound by these Rules or which in any event is bound by these Rules by reason of its participation in any NSWRL Competition and / or any Matches, competitions and related activities that are organised by, controlled by, or conducted under the auspices or with the consent or permission of NSWRL.

Participation Agreement means the agreement in the form prescribed by NSWRL, between the NSWRL and a Club participating in a NSWRL Competition.

Player means a player of Rugby League who is:

- (a) Registered by the NSWRL to play in a NSWRL Competition(s), and / or any of the Related Competitions; or
- (b) Declared by the Board to be a Player for the purposes of these Rules; or
- (c) Registered under these Rules.

President means the person appointed as President of the NSWRL Appeals Committee pursuant to the *NSWRL Appeals Committee Procedural Rules*.

QRL means Queensland Rugby Football League Limited ACN 009 878 013.

Related Body Corporate has the same meaning as that expression is given in the *Corporations Act (Cth)*.

Related Competitions means any Rugby League football competitions (other than the NSWRL Competitions, the Representative Competitions or the Other Competitions) that are:

- (a) open age competitions conducted by, or in conjunction with, the NSWRL including any pre-season trial match, any seven-a-side or nine-a-side Rugby League football competition and any international club Rugby League football competition, which competitions, as at 1 November 2019, included the competition known as the *World Club Challenge*;
- (b) open age competitions conducted by, or in conjunction with:
 - (i) The ARLC or any of its affiliated state leagues (other than NSWRL);
 - (ii) The NZRL or any of its affiliated provincial leagues;
 which competitions, as at 1 November 2019, included the competition conducted by the NZRL known as the *New Zealand Rugby League National Competition*, and the competition conducted by the QRL known as the *Intrust Super Cup*;
- (c) the under 20s competition conducted by the QRL known as the *Hasting Deering Colts* competition;
- (d) the competitions conducted by the QRL known respectively as the *Intrust Super Cup*, the *Mal Meninga Cup* and the *QRL Women's Premiership*; and/or
- (e) Declared by the Chief Executive Officer, in his absolute discretion, to be a Related Competition for the purposes of these Rules.

Representative Competitions includes any open age Rugby League competition (other than the NSWRL Competition, the Related Competitions and the Other Competitions):

- (a) Consisting of a Match or a series of Matches involving a Team representing:
 - (i) Australia;
 - (ii) New Zealand;
 - (iii) England;
 - (iv) New South Wales, New South Wales Origin, New South Wales Residents, New South Wales Country or New South Wales City;
 - (v) Queensland, Queensland Origin, Queensland Country or Queensland Residents;
- (b) Declared by the Chief Executive Officer, in his absolute discretion, to be a Representative Competition for the purposes of these Rules.

Representative Match means a Match in a Representative Competition.

Representative Player means a Player who participates, or has participated in, a Representative Match.

Representative Team means a team participating in a Representative Match.

RLIF means Rugby League International Federation, that organisation being the international governing body for the Game.

Round means a weekly round of Matches in a NSWRL Competition(s).

Rugby League means the code of football known as rugby league.

Schedules means the Schedules promulgated pursuant to **Part 5** of these Rules.

Season means the annual period of each of the NSWRL Competitions, commencing on 1 November of one Year and ending on 31 October of the next Year, or such other period as may be declared by the NSWRL from time to time.

Team means a team of Players selected by a Club to participate in a Match in a NSWRL Competition.

Year means a calendar year.

- (2) Unless otherwise specified, with respect to the words and expressions defined in **Sub-Rule (1)**:
- (a) Where words are defined, words denoting the singular include the plural and vice versa;
 - (b) Where an expression is defined, any other part of speech or grammatical form of that expression has the corresponding meaning; and
 - (c) A reference to any gender includes all genders.

Interpretation

4. (1) In these Rules:
- (a) Headings are for ease of reference only and do not affect the meaning of the Rules;
 - (b) The singular includes the plural and vice versa and words importing a gender include other genders;
 - (c) Other grammatical forms of defined words or expressions have corresponding meanings;
 - (d) Any use of the term “**in writing**” means and includes, without limitation, facsimile transmission and email;
 - (e) A reference to a Rule or Sub-Rule or to a Schedule or Guideline is a reference to a Rule or Sub-Rule of these Rules or to a Schedule or Guideline to these Rules respectively;
 - (f) A reference to a document or agreement, including these Rules, includes a reference to that document or agreement as amended, novated, altered or replaced from time to time;
 - (g) Any reference to “**\$**”, “**dollar**” or any monetary amount is a reference to Australian currency;
 - (h) A reference to a specific time for the performance of an obligation is a reference to that time in Sydney, Australia; and
 - (i) Words and expressions importing natural persons include any individual, body corporate, unincorporated body, government, government department, agency and any municipal, local, statutory or other authority and any combination or association of individuals, bodies corporate, unincorporated bodies, governments, government departments, agencies and municipal, local, statutory or other authorities (in each case whether or not having a separate legal identity).
- (2) In the event of any inconsistency between a provision of these Rules and a provision of the any Schedules or Guidelines to these Rules, the former shall prevail to the extent of the inconsistency.

Jurisdiction

5. These Rules apply to all:

- (1) Clubs and Participant Organisations;
- (2) Game Participants;
- (3) Match Officials;
- (4) Players;
- (5) All other persons or organisations who have agreed by their conduct or otherwise to be bound by these Rules;
- (6) NSWRL Competitions;
- (7) Related Competitions; and
- (8) Matches, competitions and related activities that are organised by, controlled by, or conducted under the auspices or with the consent or permission of NSWRL.

Application

6. These Rules:

- (1) Are administered variously by the Board and the Chief Executive Officer in the ways specified herein;
 - (2) Are intended to regulate the conduct of Clubs, Participant Organisations, Game Participants, Match Officials and Players in order to organise, manage and administer the NSWRL Competitions and the Related Competitions;
 - (3) May be enforced by the imposition of a penalty or penalties pursuant to these Rules if a breach of any of these Rules, including the Schedules and Guidelines to these Rules, is found by the GM of Football, the Chief Executive Officer, or the NSWRL Appeals Committee to have occurred;
 - (4) Are not intended to displace any duty, liability or obligation that a Club, Participant Organisation, Game Participant, Match Official or Players may have under the common law or statute law of Australia, New Zealand, a State or a Territory of Australia or a Province of New Zealand (or under any other applicable law that applies in the circumstances of a particular situation) in relation to any matter covered by them that cannot be contracted out of; and
 - (5) Are not intended to displace any provisions of any document listed in, or referred to in **Part 5**, to the extent that no inconsistency exists between that document and these Rules (on the basis, for example, that a document listed in **Part 5** may contain provisions relating to the consequences of a breach of a provision of that document).
- 6A. In respect of any period during which the office of Chief Executive Officer and / or GM of Football is vacant or otherwise unable to act for whatever reason, the Board may nominate a person or persons who shall exercise and shall have the power to exercise all the functions and powers of the office of Chief Executive Officer and / or the GM of Football under these Rules, subject to any conditions or restrictions the Board may choose to impose.
- 6B. These Rules, including the Schedules and Guidelines, shall apply to the fullest extent possible, in relation to all Matches and activities covered by these Rules. The Chief Executive Officer may in his absolute discretion grant dispensation to a person bound by these Rules in relation to the application of the Rules to that person, or otherwise authorise an amendment to or modification

to the Rules and the operation of the Rules for any circumstance or situation. No decision of the Chief Executive Officer in this regard shall however be of any effect unless it is contained in a written instrument specifying the amendments, modifications and dispensations, such document which signed by the Chief Executive Officer on the date that the instrument is made.

Part 2 – Enforcement

Compliance with these Rules

7. All Clubs, Participant Organisations and all persons bound by these Rules shall at all times comply with the provisions of:
 - (1) These Rules;
 - (2) All Schedules promulgated pursuant to **Part 5** of these Rules;
 - (3) All Guidelines published pursuant to **Part 5** of these Rules;
 - (4) All determinations, decisions, adjudications and directions made under these Rules, any Schedule and any Guideline.

Proof of Breaches

8.
 - (1) Where in these Rules (including the Schedules and Guidelines to these Rules), a Club, Participant Organisation or any person is prohibited from doing something, that Club, Participant Organisation or person shall be taken to have failed to comply with that provision if that the Club, Participant Organisation or person:
 - (a) Does the thing that is prohibited;
 - (b) Attempts to do the thing that is prohibited; or
 - (c) Aids, abets, counsels, procures or induces another person or Entity to do, or to attempt to do, the thing that is prohibited.
 - (2) Where in these Rules (including the Schedules and Guidelines to these Rules), a Club, Participant Organisation or person is required to do something, that Club, Participant Organisation or person shall be taken to have failed to comply with that provision if that Club, Participant Organisation or person:
 - (a) Fails to do the thing required; or
 - (b) Aids, abets, counsels, procures or induces another person or Entity not to do the thing that is required.
 - (3) Any breach of these Rules (including the Schedules and Guidelines to these Rules) by a Game Participant or Player shall be deemed to also be a breach of the relevant Rule by that Game Participant's or Player's Club or Participant Organisation.
 - (4) In any Breach Proceedings brought against a Club or Participant Organisation for a contravention of these Rules (including the Schedules or Guidelines to these Rules) it will be sufficient proof of that contravention if it is established that a Game Participant or Player of that Club or Participant Organisation contravened the relevant Rule.
 - (5) Notwithstanding anything herein or elsewhere contained, in any Breach Proceedings brought against a Player for a contravention of these Rules (including the Schedules and Guidelines to these Rules), the contravention shall not be taken to be proved unless the evidence (either directly or inferentially) supports the conclusion, on the balance of probabilities, that the Player:
 - (a) Knowingly committed the act or made the omission constituting the contravention;
 - (b) Knowingly aided, abetted, counselled, procured or induced the contravention; or
 - (c) Has been in any way, directly or indirectly, knowingly concerned in, or party to, the contravention.

- (6) In any Breach Proceedings brought against a Club, Participant Organisation and / or a person bound by these Rules for a contravention of these Rules (including the Schedules and Guidelines to these Rules), ignorance of the existence of the provision contravened shall not be a defence or excuse.
- (7) Unless otherwise specified, in any Breach Proceedings brought against a Club, Participant Organisation and / or a person bound by these Rules for a contravention of these Rules (including the Schedules and Guidelines to these Rules), it will be sufficient proof of that contravention if it is established that the evidence (either directly or inferentially) supports the conclusion that, on the balance of probabilities, the contravention occurred.

Penalties for Breach

9. A breach of these Rules, or any Schedules or Guidelines to these Rules, by any Club or by any person bound by these Rules renders that Club or person liable, for each such breach, to any one or combination of more than one of the following penalties:
 - (1) The imposition of a fine in the case of a Club or Participant Organisation;
 - (2) The imposition of a wholly or partially suspended fine in the case of a Club on such conditions and for such period of operation as the GM of Football, or the Chief Executive Officer, in their absolute discretion, consider appropriate;
 - (3) The imposition of a fine in the case of a person who is not a Player;
 - (4) The imposition of a fine in the case of a Player;
 - (5) The imposition of a wholly or partially suspended fine in the case of a person who is not a Player, on such conditions and for such period of operation as the GM of Football or the Chief Executive Officer, in their absolute discretion, consider appropriate;
 - (6) The imposition of a wholly or partially suspended fine in the case of a Player, on such conditions and for such period of operation as the GM of Football, in their absolute discretion, consider appropriate;
 - (7) In the case of either a Club, Participant Organisation or other person (including a Player), the imposition of a requirement that restitution and / or compensation be paid to any persons or entities affected by the breach, within such time as the GM of Football or the Chief Executive Officer, in their absolute discretion, consider appropriate;
 - (8) The refusal to register, or the suspension or cancellation of the registration of, a Player or Players;
 - (9) The cancellation of the registration of an NSWRL Playing Contract or NSWRL Playing Contracts;
 - (10) The deduction of Competition Points (including Competition Points that are yet to be earned), either for the Season in which the breach was found to have occurred or for a subsequent Season or Seasons;
 - (11) The whole or partial suspension of the deduction of Competition Points (including Competition Points that are yet to be earned), either for the Season in which the breach was found to have occurred or for a subsequent Season or Seasons;
 - (12) The exclusion of a Team from participation in:
 - (a) A Round or Rounds of the applicable NSWRL Competition or NSWRL Competitions;
 - (b) A Finals Series; and / or

- (c) One or more NSWRL Competitions, or a specified part of that competition(s); and / or
either for the Season in which the breach was found to have occurred or for a subsequent Season or Seasons;
- (13) The:
 - (a) Stripping of any title or honour conferred on; and / or
 - (b) Deduction from the Grant of any prize money awarded to;
a Team for its participation in any NSWRL Competition(s) and / or any of the Related Competitions;
- (14) Any penalties or sanctions provided for in any of the Schedules or Guidelines in the event that the breach or contravention is a breach or a contravention to that specific provision of the Schedule or Guidelines to which the penalty or sanction applies; and / or
- (15) In the case of a person (including a Player):
 - (a) The imposition of a requirement that the person act in such a way as the GM of Football or the Chief Executive Officer, in their absolute discretion, consider appropriate, including the performance of unpaid work for the benefit of the Rugby League community;
 - (b) The imposition of a requirement that the person not act in a specified way, including refraining from consuming alcohol, for such period or periods as the GM of Football or the Chief Executive Officer, in their absolute discretion, consider appropriate;
- (16) In the case of a Player, the cancellation of the Player's personal result obtained in the relevant NSWRL Competition(s), with all resulting consequences, including forfeiture of any medals, points and / or prizes awarded by or directly controlled by the NSWRL; and / or
- (17) Any other sanction, without limitation, that the GM of Football or the Chief Executive Officer, in their absolute discretion, consider appropriate, desirable or necessary in all of the circumstances.

More Than One Person May be Penalised for the Same Breach

- 9A. In any case where a contravention of these Rules (including the Schedules and Guidelines to these Rules) has occurred, Breach Proceedings may be taken against any and all Clubs and persons bound by these Rules who:
 - (1) Committed the act or made the omission constituting the contravention;
 - (2) Aided, abetted, counselled, procured or induced the contravention; or
 - (3) Was in any way, directly or indirectly, concerned in, or party to, the contravention.

Imposing Penalties

- 10. (1) If:
 - (a) The GM of Football or the Chief Executive Officer forms the opinion, in their absolute discretion, that a breach of these Rules (including the Schedules and Guidelines to these Rules) by a person bound by these Rules and / or a Club or Participant Organisation has occurred; and
 - (b) The GM of Football or the Chief Executive Officer proposes to impose a penalty in relation to that breach;

the GM of Football or the Chief Executive Officer may issue a Breach Notice to that person and / or that Club or Participant Organisation setting out the alleged breach and the proposed penalty and specifying a period of not less than five (5) Business Days during which the recipient of the Breach Notice may respond in writing to the GM of Football or the Chief Executive Officer in relation to the alleged breach and the proposed penalty.

- (2) After the expiration of the period for response specified by **Sub-Rule (1)**, the GM of Football or the Chief Executive Officer may, after considering any written response to the Breach Notice:
 - (a) Determine that the breach has occurred and impose the penalty set out in the Breach Notice;
 - (b) Determine that the breach has occurred and impose a different penalty to the one set out in the Breach Notice;
 - (c) Determine that the breach has not occurred; or
 - (d) Determine that a different breach than the one set out in the Breach Notice has occurred, in which event he may withdraw that Breach Notice and forward to the recipient of the Breach Notice an amended Breach Notice pursuant to **Sub-Rule (1)**.
- (3) In any case where the GM of Football or the Chief Executive Officer has determined that a breach has occurred and he has imposed a penalty pursuant to **Sub-Rule (2)**, the GM of Football or the Chief Executive Officer shall forthwith notify the Club or the person, as the case may be, of that determination and imposition.
- (4) Any person who is the subject of a determination and imposition pursuant to **Sub-Rule (2)** may, within five (5) Business Days of that determination and imposition, request in writing that the NSWRL Appeals Committee review that determination and / or imposition, as the case may be.
- (5) A Club or Participant Organisation who is the subject of a determination and imposition pursuant to **Sub-Rule (2)** may, if the penalty imposed is:
 - (a) Greater than \$5,000; and / or
 - (b) The actual deduction of more than four Competition Points in a single NSWRL Competition;

request the NSWRL Appeals Committee to review that determination and / or imposition provided that the request is made in writing within five (5) Business Days of that determination and imposition.

- (6) To remove any doubt, the whole or partial suspension of the deduction of Competition Points will not constitute an "actual deduction" for the purposes of **Sub-Rule (5)(b)**.
- (7) A Club Official who is the subject of a determination and imposition pursuant to **Sub-Rule (2)** may, if the penalty imposed is greater than \$5,000, request the NSWRL Appeals Committee to review that determination and / or imposition provided that the request is made in writing within five (5) Business Days of that determination and imposition.
- (8) Any person who is entitled to request the NSWRL Appeals Committee to review a determination and / or imposition must proceed in accordance with the requirements of the NSWRL Appeals Committee Procedural Rules.
- (9) On the hearing of the review of a determination or imposition of the GM of Football or the Chief Executive Officer, the NSWRL Appeals Committee may:

- (a) Affirm the determination and / or imposition of the GM of Football or the Chief Executive Officer;
 - (b) Set aside the determination and / or imposition of the GM of Football or the Chief Executive Officer; or
 - (c) Vary the determination and / or imposition of the GM of Football or the Chief Executive Officer.
- (10) Any review by the NSWRL Appeals Committee of a determination or imposition by the GM of Football or the Chief Executive Officer pursuant to **Sub-Rule (2)** shall not be justiciable and shall be final and conclusive and given effect to by the party seeking the review and the NSWRL.
- (11) In any case where the GM of Football the Chief Executive Officer has made a determination pursuant to **Sub-Rule (2)**, whether a penalty is imposed with respect to that determination or not, and the person or Club in relation to whom that determination or imposition was made is entitled to request a review by the NSWRL Appeals Committee pursuant to this Rule but does not do so within the time specified by this Rule, that determination and imposition shall not be justiciable and shall be final and conclusive and given effect to by that person or Club and the NSWRL.

Review Does Not Operate As A Stay

11. Where any person is entitled to request a review by the NSWRL Appeals Committee of a determination and / or imposition made by the GM of Football or the Chief Executive Officer pursuant to **Rule 10** and does so within the time specified by that Rule, neither that request nor that review shall operate to stay the determination or imposition, as the case may be.

Payment of Fines

12. (1) Unless otherwise ordered, the amount of any fine which is payable by operation of these Rules or any determination made in accordance with these Rules shall be payable within 28 days of the date on which the fine is imposed or determined to be payable.

Part 3 - The NSWRL Competitions and Participation

Club and Participant Organisation Participation

13. Any Club or Participant Organisation who participates, or wishes to participate, in any NSWRL Competition(s), and / or the Related Competitions must comply with all the requirements set out in all Schedules and Guidelines which apply in relation to each such NSWRL Competition, as well as any other provisions notified by NSWRL from time to time.

Player, Club Official and Game Participant Participation

14. (1) Any person, including any Player, Club Official and Game Participant, who participates, or wishes to participate, in any NSWRL Competition, and / or the Related Competitions must comply with all the requirements set out in all applicable Schedules and Guidelines, or otherwise notified by NSWRL from time to time.
- (2) Without limiting **Sub-Rule (1)**, nothing in these Rules, including all Schedules and Guidelines to these Rules, shall be taken to have the effect of creating, as between the NSWRL on the one hand and any Player, Club Official and / or Game Participant on the other hand, a relationship of employer / employee or of principal / agent.

Representative Matches

15. (1) Where a Player:
- (a) Is selected to play for, or tour with, a Representative Team, but, subsequent to selection, he withdraws from that Representative Team; or
 - (b) Before the selection of the Representative Team, he makes himself unavailable for selection;
- then that Player shall not participate as a Player for his Club or Participant Organisation in any Match or game of Rugby League in which he would not have been able to participate had he played in that Representative Team from which he withdrew or made himself unavailable for selection, as the case may be, unless the GM of Football or the Chief Executive Officer, in their absolute discretion, determines otherwise.
- (2) In the case of any Player to whom **Sub-Rule (1)** applies, his Club shall ensure that the Player does not participate as a Player in any Match or game of Rugby League in contravention of that Sub-Rule.

Suspensions and Reciprocity

16. (1) Any Player or other person who is suspended from participation in the Game including from playing in a Match or Matches pursuant to the provisions of the NSWRL Judiciary Code of Procedure, the Anti-Doping Policy, any Schedule to these Rules or any Guidelines made in accordance with these Rules, shall not and must not under any circumstances participate as a Player or in any other way or manner in a NSWRL Competition, the Related Competitions, the Representative Competitions or the Other Competitions until that suspension has been served.
- (2) Any Player who is suspended or disqualified from playing Rugby League by any disciplinary body with usual authority to make such determinations in relation to:
- (a) The Related Competitions;
 - (b) The Representative Competitions; or
 - (c) The Other Competitions;

shall not and must not under any circumstances participate as a Player in a NSWRL Competition until that suspension has been served or that disqualification has expired, as the case may be.

Part 4 - Registration of Game Participants

Coaches

17. (1) Every coach of a Team in a NSWRL Competition and / or the Related Competitions, shall:
- (a) Be registered as such under this Part;
 - (b) Have attained at least a Level 2 Rugby League National Coaching Council accreditation and any other accreditation or qualification prescribed in any Schedule or Guideline;
 - (c) If required, attend any hearing of the NSWRL Judiciary, the Anti-Doping Tribunal, the NSWRL Appeals Committee or any other tribunal established by the NSWRL, NRL or ARLC;
 - (d) Attend on the NSWRL, NRL or ARLC to answer questions and / or to provide information or documents when requested by the NSWRL, NRL or ARLC to do so for the purposes of any investigation pursuant to the NSWRL Code of Conduct;
 - (e) Comply in all respects with any decision of the NSWRL Judiciary, the Anti-Doping Tribunal, the NSWRL Appeals Committee and any other tribunal established by the NSWRL; and
 - (f) Comply in all respects with the provisions of these Rules, including all Schedules and Guidelines to these Rules, so far as these Rules, Schedules and Guidelines are applicable to coaches.
- (2) Every Club must ensure that its coaches comply at all times with the requirements of **Sub-Rule (1)**.
- (3) Any coach who fails to comply at all times with the requirements of **Sub-Rule (1)**, including the requirement to be registered under this Part, shall not be permitted by the Club with which he is associated to coach a Team in a NSWRL Competition or the Related Competitions.

Trainers

18. (1) Every trainer for a Team in the NRL Competition and / or the Related Competitions shall:
- (a) Be registered as such under this Part;
 - (b) Have attained at least a Level 1 Sports Medicine Australia Trainer's accreditation and any other accreditation or qualification prescribed in any Schedule or Guideline;
 - (c) Attend on the NSWRL, NRL or ARLC to answer questions and / or to provide information or documents when requested by the NSWRL, NRL, or ARLC to do so for the purposes of any investigation pursuant to the NSWRL Code of Conduct; and
 - (d) Comply in all respects with the provisions of these Rules, including all Schedules and Guidelines to these Rules, so far as these Rules, Schedules and Guidelines are applicable to trainers.
- (2) Every Club must ensure that its trainers comply at all times with the requirements of **Sub-Rule (1)**.
- (3) Any trainer who fails to comply at all times with the requirements of **Sub-Rule (1)**, including the requirement to be registered under this Part, shall not be permitted by the Club with which he or she is associated to train a Team in the NSWRL Competition or the Related Competitions.

Club Officials

19. (1) Every Club Official shall:
- (a) If required, be registered as such under this Part;
 - (b) Attend any hearing of the NSWRL Judiciary, the Anti-Doping Tribunal, the NSWRL Appeals Committee or any other tribunal established by the NSWRL;
 - (c) Comply in all respects with any decision of the NSWRL Judiciary, the Anti-Doping Tribunal, the NSWRL Appeals Committee or any other Tribunal established by the NSWRL;
 - (d) Attend on the NSWRL, NRL or ARLC to answer questions and / or to provide information or documents when requested by the NSWRL, NRL or ARLC to do so for the purposes of any investigation pursuant to the NSWRL Code of Conduct;
 - (e) Comply in all respects with the provisions of these Rules, including all Schedules and Guidelines to these Rules, so far as these Rules, Schedules and Guidelines are applicable to Club Officials.
- (2) Every Club must ensure that its Club Officials comply at all times with the requirements of **Sub-Rule (1)**.
- (3) Any Club Official who fails to comply at all times with the requirements of **Sub-Rule (1)**, including any requirement to be registered under this Part, shall not be permitted by the Club with which he or she is associated to be concerned, whether directly or indirectly, with the Club, a Team or a Player in the NSWRL Competition or the Related Competitions.

Other Game Participants

20. (1) Any person who is not a coach, trainer or Club Official but who is nonetheless concerned, whether directly or indirectly, with a Club, a Team or a Player in the NSWRL Competition and / or the Related Competitions shall:
- (a) If required, be registered as such under this Part;
 - (b) If required, attend any hearing of the NSWRL Judiciary, the Anti-Doping Tribunal, the NSWRL Appeals Committee or any other tribunal established by the NRL;
 - (c) Comply in all respects with any decision of the NSWRL Judiciary, the Anti-Doping Tribunal, the NSWRL Appeals Committee or any other tribunal established by the NSWRL;
 - (d) Attend on the NSWRL, NRL or ARLC to answer questions and / or to provide information or documents when requested to do so by the NSWRL, NRL, or ARLC for the purposes of any investigation pursuant to the NRL Code of Conduct; and
 - (e) Comply in all respects with the provisions of these Rules, including all Schedules and Guidelines to these Rules, so far as these Rules, Schedules and Guidelines are applicable to them.
- (2) Every Club must ensure that all Game Participants who are associated with it comply at all times with the requirements of **Sub-Rule (1)**.
- (3) Any Game Participant who fails to comply at all times with the requirements of **Sub-Rule (1)**, including any requirement to be registered under this Part, shall not be permitted by the Club with which he or she is associated to be concerned, whether directly or indirectly, with the Club, a Team or a Player in the NSWRL Competition or the Related Competitions.

- (4) Every Club must ensure that all Game Participants who are associated with it comply at all times with the requirements of **Sub-Rule (1)**.
- (5) Any Game Participant who fails to comply at all times with the requirements of **Sub-Rule (1)**, including any requirement to be registered under this Part, shall not be permitted by the Club with which he or she is associated to be concerned, whether directly or indirectly, with the Club, a Team or a Player in the NSWRL Competition or the Related Competitions.

Applications for Registration

- 21. (1) Where under these Rules or any Schedule or Guideline a person is required to be registered, he or she shall make application to the NSWRL to be registered in such form and in such manner as the NSWRL shall, from time to time, determine.
- (2) Where an application for registration is made under **Sub-Rule (1)**, the GM of Football or the Chief Executive Officer shall:
 - (a) Cause that application to be assessed in such manner as is considered appropriate;
 - (b) Cause such investigations of the application to be carried out as are considered necessary;
 - (c) Approve the application if satisfied that the applicant is a fit and proper person to be registered;
 - (d) Refuse the application unless satisfied that the applicant is a fit and proper person to be registered.
- (3) Where a person is registered under these Rules or any Schedule or Guideline, he or she shall remain registered for such period and on such conditions (if any) as the GM of Football or the Chief Executive Officer, in their absolute discretion, determine as appropriate at the time of registration.
- (4) A decision of the GM of Football or the Chief Executive Officer whether to register a person under these Rules or any Schedule or Guideline shall not be capable of review and, in any event, shall not be justiciable.
- (5) To remove any doubt, nothing in this Rule requires the GM of Football Officer or the Chief Executive Officer to provide reasons for a refusal to register any person under these Rules or any Schedule or Guideline.

Cancellation and Suspension of Registration

- 22. (1) Should the GM of Football or the Chief Executive Officer form the opinion, in their absolute discretion, that a person registered under these Rules or any Schedule or Guideline:
 - (a) Has failed, whether before or after that person was registered, to comply with these Rules (including any Schedules or Guidelines to these Rules);
 - (b) Has engaged in any conduct, whether before or after that person was registered, which, in the opinion of the GM of Football or the Chief Executive Officer, brought into disrepute, or was detrimental to, the interests, welfare or image of the NSWRL, a NSWRL Competition, a Club, a Related Competitions, a Representative Competitions or the Game, or might have any such effect if the registration of the person is not cancelled or suspended; or
 - (c) Is otherwise not a fit and proper person to remain registered under these Rules and any Schedule or Guideline;and, further, considers in their absolute discretion that the registration of the person should

be cancelled or suspended, then the GM of Football or the Chief Executive Officer shall proceed in accordance with **Sub-Rule (2)**.

- (2) Where the GM of Football or the Chief Executive considers that the registration of a person should be cancelled or suspended pursuant to **Sub-Rule (1)**, then the GM of Football or the Chief Executive Officer shall:

- (a) Notify the person in writing of that intention, which notice shall contain a brief outline of the reason or reasons for that intention;
- (b) Advise the person in writing that the person's registration is suspended until a determination under **Sub-Rule (3)** is made; and
- (c) Invite the person to show cause in writing within five (5) Business Days why the person's registration should not be cancelled or suspended, as the case may be;

in which event, the person's registration shall immediately be suspended until the GM of Football or the Chief Executive Officer makes a determination under **Sub-Rule (3)**.

- (3) After the expiration of the period specified in **Sub-Rule (2)(c)**, the GM of Football or the Chief Executive Officer shall consider any written response from the person and thereafter determine, in their absolute discretion, whether to:

- (a) Take no further action;
- (b) Caution the person;
- (c) Commence Breach Proceedings against the person pursuant to **Part 2** of these Rules;
- (d) Suspend the registration of the person for such period as, in their absolute discretion, is thought fit; or
- (e) Cancel the registration of the person.

- (4) If the GM of Football or the Chief Executive Officer determines to either cancel or suspend the registration of a person pursuant to **Sub-Rule (3)**, that cancellation or suspension will take effect immediately and, thereafter, the GM of Football or the Chief Executive Officer shall, as soon as practicable notify the person of that fact.

- (5) For the purposes of this Rule, it is irrelevant whether the person has been otherwise dealt with:

- (a) For a contravention of these Rules (including the Schedules and Guidelines to these Rules); or
- (b) Through disciplinary sanctions imposed by a Club or Participant Organisation with which he or she was, or is, associated;

for the conduct in relation to which the GM of Football or the Chief Executive Officer acts, or proposes to act, under this Rule.

- (6) In any case where the GM of Football or the Chief Executive Officer has cancelled or suspended the registration of a person under this Rule, then the person may, subject to **Sub-Rule (7)**, request the NSWRL Appeals Committee to review that cancellation or suspension, as the case may be.

- (7) A person who wishes to request the NSWRL Appeals Committee to review his or her cancellation or suspension under this Rule must proceed in accordance with the provisions of the NSWRL Appeals Committee Procedural Rules including such provisions as require the lodgement of security and obtaining the leave of the President to proceed with a review.

- (8) On the hearing of a review of a cancellation or suspension of the registration of a person under this Rule, the NSWRL Appeals Committee may:
- (a) Affirm the determination of the GM of Football or the Chief Executive Officer; or
 - (b) In the case of a cancellation, reinstate the registration of the person and:
 - (i) Take no further action; or
 - (ii) Suspend the registration of the person for such period as is considered appropriate; and / or
 - (iii) Recommend to the GM of Football or the Chief Executive Officer that Breach Proceedings be commenced against the person pursuant to **Part 2** of these Rules;
 - (c) In the case of a suspension:
 - (i) Cancel the registration of the person;
 - (ii) Suspend the registration of the person for a greater period than that determined by the GM of Football or the Chief Executive Officer;
 - (iii) Suspend the registration of the person for a lesser period than that determined by the GM of Football or the Chief Executive Officer;
 - (iv) Reinstate the registration of the person by removing the suspension;
 - (v) Save in any case where the registration of a person is cancelled pursuant to **Sub-Rule (c)(i)**, recommend to the GM of Football or the Chief Executive Officer that Breach Proceedings be commenced against the person pursuant to **Part 2** of these Rules;
- (4) Any review by the NSWRL Appeals Committee of a determination of the GM of Football or the Chief Executive Officer to either cancel or suspend the registration of a person shall not be justiciable and shall be final and conclusive and given effect to by the person as well as the Club with which the person was, or is, associated.
- (5) To remove any doubt:
- (a) Nothing in this Rule shall be taken to mean that a person whose application for registration under this Part has been refused by the GM of Football or the Chief Executive Officer shall be entitled to request the NSWRL Appeals Committee to review that refusal;
 - (b) Where the registration of a person has been cancelled or suspended by the GM of Football or the Chief Executive Officer and the person requests the NSWRL Appeals Committee to review that cancellation or suspension pursuant to this Rule, neither that request nor that review shall operate to stay the cancellation or suspension as the case may be.

Part 5 - Schedules and Guidelines

NSWRL Code of Conduct - Schedule One

23. (1) The NSWRL Code of Conduct is hereby promulgated in accordance with the provisions of **Schedule One** to these Rules.
- (2) Every Club, Participant Organisation and every person bound by these Rules shall comply in all respects with the NSWRL Code of Conduct.

Anti-Doping Policy - Schedule Two

24. (1) The Anti-Doping Policy are hereby promulgated in accordance with the provisions of **Schedule Two** to these Rules.
- (2) Every Club, Participant Organisation and every person bound by these Rules shall comply in all respects with the Anti-Doping Policy.

NSWRL Anti-Vilification Code - Schedule Three

25. (1) The NSWRL Anti-Vilification Code is hereby promulgated in accordance with the provisions of **Schedule Three** to these Rules.
- (2) Every Club, Participant Organisation and every person bound by these Rules shall comply in all respects with the NSWRL Anti-Vilification Code.

NSWRL Judiciary Code of Procedure - Schedule Four

26. (1) The NSWRL Judiciary Code of Procedure is hereby promulgated in accordance with the provisions of **Schedule Four** to these Rules.
- (2) Every Club, Participant Organisation and every person bound by these Rules shall comply in all respects with the NSWRL Judiciary Code of Procedure except to whatever extent the specific rules and policies applying in relation to a certain NSWRL Competition prevail.

NSWRL Appeals Committee Procedural Rules - Schedule Five

27. (1) The NSWRL Appeals Committee Procedural Rules are hereby promulgated in accordance with the provisions of **Schedule Five** to these Rules.
- (2) Every Club and every person bound by these Rules shall comply in all respects with the NSWRL Appeals Committee Procedural Rules except to whatever extent the specific rules and policies applying in relation to a certain competition prevail.

NSWRL Handbooks and Operations Manuals - Schedule Six

28. (1) The following NSWRL Handbooks and Operations Manuals are hereby promulgated in accordance with the provisions of **Schedule Six** to these Rules:
- (a) NSWRL Canterbury Cup and Jersey Flegg Cup Handbook.
 - (b) NSWRL Junior Representatives Handbook.
 - (c) NSWRL Country Championships Handbook.
 - (d) NSWRL Harvey Norman Women's Premiership Handbook.
 - (e) NSWRL Ron Massey Cup, Sydney Shield and Specified Illawarra, Newcastle and Canberra Region Competitions Handbook.

- (2) Every Club, Participant Organisation and every person bound by these Rules shall comply in all respects with the NSWRL Handbooks and Operations Manuals to the extent that the Club, Participant Organisation or person bound by these Rules participates in any Match, NSWRL Competition or other activity to which the relevant NSWRL Handbook or Operations Manual applies.

Guidelines

29. (1) From time to time, the GM of Football or the Chief Executive Officer may publish Guidelines in relation to the conduct, administration or management of the NSWRL Competitions and / or the Related Competitions.
- (2) For the purposes of **Sub-Rule (1)**, a Guideline shall be taken to have been published pursuant to **Sub-Rule (1)** if it:
- (a) Is in writing;
 - (b) Refers to this Rule;
 - (c) Is forwarded by email or other means to the Chief Executive Officers of each of the Clubs and Participant Organisations that participate in the relevant NSWRL Competition(s) and / or Related Competition(s);
 - (d) Specifies the date upon which the GM of Football or the Chief Executive Officer decided to publish it; and
 - (e) Is signed by the GM of Football or the Chief Executive Officer, as the case may be.
- (3) Every Club and every person bound by these Rules shall comply in all respects with any Guidelines published pursuant to these Rules.