

**EXTRACT OF PREMIERSHIP REGULATIONS  
RELATING TO COVID AND FIXTURE  
MANAGEMENT**

**Premiership Regulations  
2020-21 Season**

## **EXTRACT OF** Premiership Regulations 2020-21

### **1. General**

#### **1.1 Definitions**

In these Regulations the following terms shall (unless otherwise required) have the following meanings:

“Appeals Panel”	a Panel appointed by the RFU, in accordance with RFU Regulation 19, (which is independent of and does not comprise any member of the Panel or body making the original decision) and with an independent and legally qualified chairman, to hear appeals from Clubs and/or upon the application of a Club or other person or body under the jurisdiction of these Regulations to review or appeal against decisions taken by the RFU, PRL or the PGB in accordance with these Regulations);
“Club”	any Rugby Union Club which is, for the time being, a member of the Premiership;
“Covid Minimum Operating Standards	any standards or requirements relating to Covid-19 and the management of it issued by the RFU and PRL Boards and/or the PGB or by any governmental authority;
“Effective Registration”	that a Player is registered with a Club in accordance with RFU Regulation 14;
“Fixture List”	the list for the time being of Premiership fixtures referred to in Regulation 4.1(a);
“Home Club”	in relation to a Match (save for the Premiership Final), the Club on whose ground such Match is played or is to be played or (where such Match is not played) should have been played;
“Laws of the Game”	the Laws promulgated from time to time by World Rugby according to which the game of rugby football union is played throughout the world (including any variations and trials that may be adopted by the RFU);
“Match”	any match forming part of the Premiership;
“Minimum Standards Criteria”	the minimum standards criteria agreed by the Professional Game Board and approved by PRL and the RFU for Season 2020-21 as amended from time to time;
“PGB”	the Professional Game Board established pursuant to the Professional Game Agreement;
“Premiership”	the top professional rugby union league in England governed by these Regulations;
“Premiership Final”	the Match described as such in Regulation 3.1(b);

“Premiership League”	the league stage of the Premiership competition involving all the Clubs playing each other on a home and away basis in accordance with Regulations 2.2 and 3.1;
“Premiership Play-offs”	the knockout stages of the Premiership competition involving the four highest placed Clubs in the Premiership League at the end of the Season in accordance with Regulation 3.1;
“Premiership Semi-Finals”	the Matches described as such in Regulation 3.1(b);
“PRL”	Premier Rugby Limited, a company owned by CVC Investor Limited and the Clubs;
“PRL Panel”	a panel established by PRL to decide specified matters under these Regulations, composed of: the Chair of the PRL Board, the PRL CEO and the PRL Rugby Director. The PRL Panel may add additional members to its composition;
“Professional Game Agreement”	the agreement made between the RFU, PRL and the Clubs for the period from 1 July 2016 to 30 June 2024, and with any amendments agreed from time to time;
“Regulations”	these Regulations of the Premiership and any future variation as provided by Regulation 1.3;
“RFU”	Rugby Football Union the sole governing body of the game in England;
“weekend”	any Friday, Saturday, Sunday or public holiday;

## **1.9 Covid-19 Variations**

- (a) In order to cater for the ongoing impact of the global Covid-19 crisis on rugby union in England, Covid-19 regulatory variations have been agreed and put in place to ensure that, as far as possible, the regulations are flexible enough to deal with and adapt to the ever changing Covid-19 landscape. This flexibility needs to be balanced against the overriding objective of the RFU and PRL to deliver meaningful and authentic competition and maintain the integrity of the competition and to ensure the player welfare is at the forefront.
- (b) In the event of any conflict between Schedule 5 and the remainder of these Regulations, Schedule 5 shall prevail.

## **2.7 Covid-19 Minimum Operating Standards**

The Clubs shall abide by any Covid Minimum Operating Standards.

## **3.4 Replacements**

- (a) Subject to Regulation 3.4(b), in all Matches up to eight (8) replacements and substitutes are permitted in accordance with Law 3 and World Rugby resolutions/rulings/directives relating thereto and the Clubs shall comply with such Law and resolutions/rulings/directives.

- (b) In the interests of safety each team playing in the Premiership must have at least six (6) fit and able Players in the squad who can play at hooker, tight head prop and loose head prop who are suitably trained and experienced to ensure that on the first occasion that a replacement in any front row position is required (whether due to injury or consequent to a Player(s) being temporarily suspended or ordered off) the team can continue to play safely with contested scrums. In the event that a Club is unable to field those six players, the Match shall be cancelled. A PRL Panel shall determine whether this is the direct result of Covid-19 and:
- (i) if it is as a direct result of Covid-19, then Schedule 5 shall apply; or
  - (ii) if it not as a direct result of Covid-19, then Regulation 3.4(c) and Regulation 4.4(j) shall apply.
- (c) If a Match is completed with or contains uncontested scrums, the Club that was responsible for causing uncontested scrums must upon the request of PRL provide to PRL such information as it may require including if requested a medical report identifying the injuries sustained by its front row Players which must be signed by the Club Doctor. Without prejudice to Regulation 4.4, PRL may take such action it deems appropriate in respect of any suspected, alleged or actual breach of this Regulation 3.4 as it shall decide and shall notify all Clubs. Any Club may appeal against the decision of PRL in accordance with Regulation 14.2.

#### **4. Fixtures and Kick-Off Times**

##### **4.4 Non-Fulfillment Of Fixture Obligations**

###### **Failure To Fulfill Obligations**

- (c) No Club shall, without just cause (it being for PRL, to determine whether or not just cause exists (provided that if a match cannot take place for reasons of Covid-19, Schedule 5 shall apply)), fail to fulfil its fixture obligations in respect of a Match on the date and at the time appointed for such fixture.
- (d) In the event that a Club shall so fail to fulfil a Match for reasons other than Covid-19, PRL may, and subject to the Club's right of appeal pursuant to Regulation 15.2, PRL shall convene a PRL Panel to decide the matter as follows:
- (i) Where the unfulfillment of a Premiership League Match is due to the unavailability of players due to injury or unavailability (which is not related to Covid-19), the match result shall be 20-0 and 5 league points shall be awarded to the opposition Club who could play the match.
  - (ii) Where a Premiership League Match is unable to be played due to a Club's inability to fulfil the fixture due to non-playing issues (e.g. bad weather, frozen pitch), points shall be attributed as follows
    - a. Where no fault is attributed and a Club has taken all possible steps to ensure that the fixture is played, each Club shall be awarded 2 league points;
    - b. Where a Club has been shown not to have undertaken all possible steps (e.g. not complied with the agreed bad weather protocols), the Club not at fault shall be awarded the 20 – 0 win and 5 league points
  - (iii) All decisions of PRL pursuant to this Regulation 4.4 shall be subject to the right

of the affected Clubs to appeal the decision pursuant to Regulation 14.2.

- (k) Any Club which is suspended from playing rugby union football for disciplinary reasons will not be permitted to re-arrange any Match falling within the period of the suspension. The effects thereof on the non-offending Clubs in the Premiership shall be dealt with by the RFU (having consulted with PRL) in its absolute discretion but subject to a right of appeal by any affected Club.
- (l) In addition to and whether or not a penalty is imposed upon a Club by PRL or the RFU where in the opinion of the RFU the Club failed to honour its Match obligations a Club shall be liable to pay to any opposing Club compensation in respect of the losses, damages liabilities, costs or expenses suffered or incurred by such opposing Club as a result of such failure. The amount of such compensation will in default of agreement between the Clubs be determined by the RFU.

### 8.3 Minimum Standards Criteria – Medical Elements

The medical elements of the Minimum Standards Criteria and Covid Minimum Operating Standards must be complied with by Clubs at all times.

## Schedule 5

### Covid-19 Variations

#### Part A: Background

1. In Season 2020/21, there is no ability to reschedule fixtures due to the congested dates because of Covid-19 (other than the possibility to reschedule matches to another date or time on the same weekend). All fixtures within the Premiership League should be treated equally, but the Semi-Finals and Final may need to be treated differently.
2. This Schedule identifies the process which will be followed decide upon whether a Match should be cancelled and the consequences of any cancellation.

#### Part B: Cancellation of Matches

1. Where any governmental authority (by way of example only, local or national Public Health England) recommends or requires that a Match cannot take place on the date on which it was scheduled:
  - a. Part C of this Schedule 5 shall apply to Matches in the Premiership League Season; and
  - b. Part D of this Schedule 5 shall apply to the Semi-Final and Final.
2. Where there is no recommendation or requirement from any governmental authority that a Match should not take place but either of:
  - a. the PGB Medical Advisory Group; or
  - b. the PGB Testing Oversight Group,consider that the match taking place presents a risk to the health of players, Match Officials or staff of either Club because of the risk of infection of Covid-19, that group may refer the matter to the PGB with a recommendation of the same (a “**Referred Match**”).
3. If a Referred Match is referred to the PGB, the RFU and PRL shall procure that the PGB shall meet as soon as practicable. The PGB shall make a recommendation to the PRL Panel as to whether the Referred Match should take place or be cancelled. In order to fulfil this function, the PGB may convene a meeting of such groups (by way of example only, the Testing Oversight Group or the

Medical Advisory Group) as it sees fit in order to examine the matter and to make a further recommendation to the PGB).

4. The PRL Panel shall determine whether the Referred Match should take place or be cancelled.
5. The Clubs recognize that assessing the risk to the health of individuals may be a subjective matter and that it is reasonable for all stakeholders to take a conservative approach. Any determination will be made on a case by case basis and will not be determined by any specific number of positive Covid-19 tests.

### **Part C: Consequences of a Cancelled Matches: Premiership League Season**

#### **The Panel**

1. In the event that the PRL Panel decide that a Referred Match in the League Season is cancelled, or any governmental authority recommends or requires that a Match in the Premiership League Season is cancelled (in either case, a “**Cancelled League Season Match**”), then (without prejudice to any action which may be taken under or relating to any Covid Minimum Operating Standards):
  - a. the result of that Cancelled League Season Match shall be deemed to be 0-0; and
  - b. four league points shall be allocated to Club who was able to play the Cancelled League Season Match and two league points shall be allocated to the other Club.
2. In the event that the PRL Panel considers that both Clubs may have been unable to fulfil a League Season Match by reason of Covid-19, then (without prejudice to any action which may be taken under or relating to any Covid Minimum Operating Standards):
  - a. the result of that Cancelled League Season Match shall be deemed to be 0-0; and
  - b. two league points shall be allocated to each Club.
3. The decision of the PRL Panel as to whether it is one or both clubs who have been unable to fulfil the match, and the decision as to the allocation of points shall be subject to appeal under RFU Regulation 19.12.6 (and for the purposes of that Regulation, the PRL Panel shall be deemed to be a Constituent Body Disciplinary Panel).

### **Part D: Semi-Finals and Finals**

1. In respect of any decision relating to PRL’s approach to dealing with one or more of the matches in the Premiership play-offs (Semi-Finals and Final) not being able to be played because of Covid-19 related issues this will be reviewed again by PRL and the RFU no later than 21 May 2021. The review will take into account the Covid-19 environment prevailing at the time, both locally and nationally, and the consequent risk of matches being cancelled. A range of scenarios will be considered and a recommendation made which is most likely to enable the fixtures to be played whilst preserving the integrity of the competition. The Governance Standing Committee will put in place regulations to deal with these matches following discussions at the PGB.