

# AUSTRALIAN RUGBY UNION

## REGISTRATION REGULATIONS

### PREAMBLE

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#### *Background*

On 1 January 2015, the Australian Rugby Union (**ARU**) implemented a system of individual participant registration and insurance for Australian rugby players, officials and other participants which was an essential step in improving the administration of Rugby in Australia. It is in line with the way other major sports in Australia operate, enabling a broad financial foundation to administer and service the game. The transition to a system where every registered player pays a registration fee provides a simpler and fairer way to distribute the costs across our game.

This document seeks to provide guidance to all Australians involved with Rugby on the requirements of the registration, regulation and insurance system; each key to the growth and success of Rugby in Australia.

#### *Registration and Rugby Link*

All Players must pay applicable fees, including the National Participant Insurance Levy (**NPIL**), National Participant Registration Fee (**NPRF**), and Member Union Participant Registration Fee<sup>1</sup> (**MUPRF**), based on tiered national registration categories. For 15 a side rugby for instance (including junior player pathway) these are senior, casual senior, youth (13-18yrs), junior (8-12yrs), junior (4-7yrs) and veterans. Additional registration categories include Sevens and VIVA7s. Players must be registered in Rugby Link and pay the NPIL, NPRF and applicable MUPRF to be covered under the Australian Rugby Insurance Plan. The NPIL is payable irrespective of whether a separate or additional insurance may already be in place for the individual or team.

Rugby Link is Australian Rugby's national online player registration, payment and competition management platform. Rugby Link provides a simple and easy tool for player registration and payment. Players who register for their Rugby club through Rugby Link will be able to complete both online registration and payment of their NPIL, NPRF, other Member Union and Rugby Club registration fees in one simple transaction.

Players who register for their Rugby club offline will be able to complete both registration and payment of their NPIL, NPRF, Member Union, Affiliate and Club registration fees direct with their local Rugby Club – as they have always done. Rugby clubs will be liable for and invoiced by their Member Union and Insurer for players who have not paid and registered online through Rugby Link.

#### *Event Sanctioning*

The ARU is encouraged by the growth of different formats and configurations of Rugby Union events, tournaments, and matches. Event sanctioning and special event insurance can be obtained for Rugby Union events, tournaments, and matches conducted outside regular approved Competitions and/or representative matches/programs. These may include Sevens Rugby, 10s, short tournaments, carnivals and other game variants. Event sanctioning guidelines, application forms and costs are available at [Running Rugby](#).

#### *Entity Teams*

Associations, incorporated entities, organisations or groups of persons (referred to as 'Entity Teams') who wish to play and train but not necessarily form, or be part of, a Club, regular Competition or

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

Sanctioned Event, may obtain insurance provided that they meet certain requirements related to safety and professionalism. Entity Team sanctioning guidelines, application forms and costs are available at [Running Rugby](#). If that Entity Team wished to take part in a Competition or create a Sanctioned Event, the registration and sanctioning processes would then apply in addition.

*Further Information*

For further information, visit [Running Rugby](#), [Rugby Link](#) and/or [Policy Register](#).

## 1. DEFINITIONS

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### 1.1 Definitions

For the purpose of these Regulations the following definitions shall apply:

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

“ARU” means the Australian Rugby Union Ltd;

“Competition” means any: match played as part of (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;

“Entity Team” means an association, incorporated entity, organisation, team or group of persons registered pursuant to the ‘Entity Team Sanctioning Guidelines’ found at [Running Rugby](#) who 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 pursuant to the ARU Event Sanctioning Guidelines found at [Running Rugby](#) to conduct Rugby Union programs, events, tournaments, and/or matches in Australia;

“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 and affiliated with an International National Rugby Union (i.e. outside Australia).

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

“Member Union” means an Australian state or territory union in membership of the ARU;

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

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

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

“Registration Period” means the time period for which a Participant is registered to participate in a particular Competition or Entity Team. Such period will ordinarily be set to the full calendar year, subject to the game type, registration category, location and seasonality of Competitions that the Participant wishes to participate in;

“Regulations” means these ARU Registration Regulations, as amended from time to time;

“Rugby” means rugby union football;

“Rugby Body” means the ARU, any Member Union or Affiliated Union of the ARU, or any Rugby Union, Club or other body in membership with or affiliated with the ARU, 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 Link” means the ARU’s online player registration and competition management system, accessible at [www.aru.com.au/rugbylink](http://www.aru.com.au/rugbylink).

“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 procedures that apply to registration of Participants for approved or authorised:
  - 2.1.1. Competitions conducted under the jurisdiction of Australian Rugby Union and Member Unions; and
  - 2.1.2. Entity Teams,  
  
from 1 January 2017.
- 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 from time to time.

## **3. ELIGIBILITY TO PLAY IN AN ARU 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 lawfully play in a Competition unless all of the players fielded by that Club/Rugby Body/Entity Team, including reserves/substitutions are Registered Players.
- 3.3. Where a Rugby Club, Rugby Body or Entity Team allows the participation of a non-Registered Player, the Club/Rugby Body/Entity Team/Event Organiser (as applicable) will be subject to the penalties outlined in clause 11.

## **4. EFFECTIVE REGISTRATION**

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- 4.1. A Player will be deemed to have completed effective registration, where:
  - 4.1.1. The Player has registered online through Rugby Link to join a Rugby Club, Rugby Body or Entity Team in and for the Registration Period, and paid all applicable fees and levies in connection with such registration **online**, including the NPIL, NPRF, and applicable MUPRF, in accordance with national registration categories;

- 4.1.2. The Player has registered online through Rugby Link to join a Rugby Club, Rugby Body or Entity Team in and for the Registration Period, paid all applicable fees and levies in connection with such registration *offline*, and the Registrar accepted the Player's registration. The Club/Rugby Body/Entity Team (as applicable) will be liable for collecting and settling all applicable fees and levies in connection with such registration, including the NPIL, NPRF, and applicable MUPRF, in accordance with national registration categories; or
- 4.1.3. The Player has registered on the prescribed ARU Registration Form with a Rugby Club, Rugby Body or Entity Team in the registration period and is registered in Rugby Link by the earlier of: (i) such timing as may be prescribed by Member Unions, Affiliated Unions or Event Organisers (as applicable); and (ii) within 14 days of application. The Club/Rugby Body/Entity Team (as applicable) will be liable for collecting and settling all applicable fees and levies in connection with such registration, including the NPIL, NPRF, and applicable MUPRF in accordance with national registration categories.
- 4.2. Player fees and levies in connection with secondary registration for 15 a side rugby (including the Junior Player Pathway) within the same Registration Period are calculated dependent upon the nature of the secondary registration i.e. category, club, association, State/Territory and format of Competition. For further detail visit [Registration](#)
- For example, a Player who 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.
- However, a Player who plays 15 a side rugby for a particular Club and then plays in a 7 a side Competition will be liable for NPIL, state fees (NPRF & MUPRF) and any fees associated with a Sanctioned Event.
- 4.3. A non-playing Participant will be deemed to have completed effective registration, where the non-playing Participant has been registered in Rugby Link by the Registrar updating the person's Rugby Club, Rugby Body or Entity Team membership/registration status to 'registered'.

## **5. NATIONAL PARTICIPANT REGISTRATION CATEGORIES**

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- 5.1. A Player is required to register with the national registration category for the Competition for which they will participate. For 15 a side Rugby (including the Junior Player Pathway) the following categories apply:
- 5.1.1. **Junior 4-7yrs Player Registration** – A Player playing in a junior 'non-contact' Competition for U7 years and below;
- 5.1.2. **Junior 8-12 Player Registration** – A Player playing in a junior Competition from U8 to U12 years. This category includes a player playing in an Under 8 Competition, even if that the Player is younger than 8 years old and also a Player over the age of 12 who may receive dispensation to play in an U12 Competition;

5.1.3. **Youth 13-18yrs Player Registration** – A Player playing in a junior Competition from U13 to U18 years. This category includes a player playing in an Under 13 Competitions, even if that the Player is younger than 13 years old and also a Player over the age of 18 who may receive dispensation to play in an U18 Competition;

5.1.4. **Senior Player Registration** – A Player playing in a senior Competition (Men’s/Women’s) 18 years and over, including colts, U19’s, U20’s and open age Competitions. This category includes a player playing in a senior Competition even if that player’s age is lower than 18 years where dispensation for youth players to play senior rugby has been received.

5.1.5. **Casual Senior Player Registration** – A Player playing in a senior Competition (see 5.1.4 above for examples) on a per game basis up to a maximum of 5 games **Casual Senior player registration can only be activated ‘offline’ by Club administrator via Rugby Link ‘Registration Manager’**. Clubs will be liable for fees (including NPIL, NPRF and MUPRF) for each week played (the final liability charged is calculated on a maximum of 5 weeks played) by a registered casual Player. Clubs will be invoiced accordingly by their Member Union and Insurer;

*Note: Casual Senior Player Registration will be made available where approved by Member Union, and only where Competitions utilise Rugby Link Competition Manager and Clubs enter the Player’s details into online Team Sheets weekly.*

5.1.6. **Veteran Player Registration** – A Player playing in a veteran competition (Men’s/Women’s) 35 years and over playing under ARU Vets laws; and

5.1.7. **Trial Player Registration** – A new Player wishing to train as part of a trial prior to playing. This trial player registration should ordinarily be no longer than two weeks. When a Player decides to play, they must register in one of the above categories.

5.2. Additional national player registration categories apply for other Competition game types, for example, Sevens and VIVA7s.

5.2.1. **Sevens** – two registration categories apply:

5.2.1.1. 7s Junior; and

5.2.1.2. 7s Senior

5.2.2. **VIVA7s** - only one registration category applies: VIVA7s

5.3. Event registration categories apply for all game types. They are typically split into junior and senior categories and format of game/ competition. Information on Event Sanctioning and Entity Team guidelines, application forms and costs are available at [Running Rugby](#).

## 6. NATIONAL PARTICIPANT INSURANCE LEVY (NPIL)

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6.1. ARU has arranged the ARU Sports Injury and Liability Insurance Plan (the “Plan”) on behalf of all Rugby Bodies, Rugby Clubs, Participants and Registered Players on the

following basis:

- 6.1.1. A Rugby Body affiliated with the ARU and/or Member Union will be covered under the Plan annually, subject to payment of levies (in full) and subject to clause 6.1.3;
  - 6.1.2. A Player must have effective registration (see clause 4) in order to obtain coverage under the Plan;
  - 6.1.3. The event that the Participant participates in must be a Sanctioned Event;
  - 6.1.4. The Entity Team has been duly authorised and has paid levies (in full); and
  - 6.1.5. Non-playing members (Officials, Coaches, Committees, Volunteers acting in an official capacity on behalf of their Clubs and/or Rugby Bodies) registered in Rugby Link are provided coverage under the Plan, at no additional cost.
- 6.2. The NPIL is payable on a per player basis. The NPIL is payable for all Players irrespective of whether the Rugby Body or individual may have separate insurance(s).

For Competition Rugby: 15 a side Rugby (including the Junior Player Pathway), Sevens and VIVA7s it is as follows (inclusive of GST):

Competition Category	National Participant Insurance Levy (NPIL)**
Junior 4-7	\$0
Junior 8-12	\$12
Youth 13-18	\$14
Senior	\$65
Casual Senior	\$15 (per game fee)
Veteran	\$40
Trial	\$2.50 (one-week training)
7s Junior	\$8.00
7s Senior	\$20.00
VIVA7s	\$5.00

\*\* the above insurance levies will be reviewed annually for renewal of Australian Rugby Insurance Plan.

The NPIL for other events and Competitions will be notified upon application for Event Sanctioning or Entity Team registration.

- 6.3. All Players must pay the NPIL either:
- 6.3.1. through online payment via Rugby Link when registering for their Club, Rugby Body, Entity Team or Event Organiser; or
  - 6.3.2. to the Club, Rugby Body, Entity Team or Event Organiser Registrar for registrations made by the Registrar via Rugby Link.
- A transaction fee of 1.88% will apply to online payments via Rugby Link with such fee amount subject to annual adjustment.

- 6.4. NPIL collected through online payment via Rugby Link will be distributed to the Insurer.
- 6.5. Rugby Clubs, Rugby Bodies, Entity Teams and Event Organisers (as applicable) are liable to collect and remit offline payments for the NPIL for player registrations made by Registrar via Rugby Link.
- 6.6. The Insurer will invoice Rugby Clubs, Rugby Bodies, Entity Teams and Event Organisers (as applicable) for Players who have not paid the NPIL through online payment via Rugby Link, as per the following timelines.

Registrations Range	Run report on which to base invoice ^	Issuing Invoice to relevant body
1 Jan - 31 March 2017	1 April 2017	From 1 April 2017
1 April - 31 May 2017	1 June 2017	From 1 June 2017
1 June - 31 July* 2017 (*including Casuals)	1 August 2017	From 1 August 2017
1 August – 30 September* (including late regos & final Casuals)	1 October 2017	From 1 October 2017

#### Summer Competitions 2017-18

Registrations Range	Run report on which to base invoice	Issuing Invoice to clubs
1 March – 30 Nov 2017	1 Dec 2017	From 1 Dec 2017
1 Dec 2017 – 31 Jan 2018	1 Feb 2018	From 1 Feb 2018

- 6.7. Payments must be made (in full) by invoice deadline to be eligible for continuing participation in Competitions. Rugby Clubs, Rugby Bodies, Entity Teams and Event Organisers (as applicable) that fail to meet payment deadlines in accordance with this clause 6 will be subject to the penalties outlined in Section 11.

## 7. NATIONAL PARTICIPANT REGISTRATION FEE (NPRF)

- 7.1. The NPRF is payable on a per player basis for each Player.

For Competition Rugby: 15 a side Rugby (including the Junior Player Pathway), Sevens and VIVA7s the NPRF as follows (inclusive of GST):

Competition Category	National Participant Registration Fee (NPRF)**
Junior 4-7	\$11.25
Junior 8-12	\$28.25
Youth 13-18	\$28.25
Senior	\$33.75
Casual Senior	\$12.30 (per game fee)
Veteran	\$28.25
Trial	N/A



7s Junior	\$28.25
7s Senior	\$33.75
VIVA7s	\$10

- 7.2. Revenue collected through the NPRF will be distributed to Member Unions to administer and service the game at a local and state/territory level.
- 7.3. Registered Players must pay the NPRF either:
- 7.3.1. through online payment via Rugby Link when registering for their Club, Rugby Body, Entity Team or Sanctioned Event; or
- 7.3.2. to the Club, Rugby Body, Entity Team or Event Organiser Registrar for registrations made by the Registrar via Rugby Link.

A transaction fee of 1.88% will apply to online payments via Rugby Link with such fee amount subject to annual adjustment.

- 7.4. Rugby Clubs, Rugby Bodies, Entity Teams and Event Organisers (as applicable) will be liable to collect and remit offline payments for the NPRF for player registrations made by Registrar via Rugby Link.
- 7.5. Member Unions will invoice Rugby Clubs, Rugby Bodies, Entity Teams and Event Organisers (as applicable) for Players who have not paid the NPRF through online payment via Rugby Link, as per the following timelines.

<b>Registrations Range</b>	<b>Run report on which to base invoice</b>	<b>Issuing Invoice to relevant body</b>
1 Jan - 31 March 2017	1 April 2017	From 1 April 2017
1 April - 31 May 2017	1 June 2017	From 1 June 2017
1 June - 31 July* 2017 <i>(*including Casuals)</i>	1 August 2017	From 1 August 2017
1 August – 30 September* <i>(including late regos &amp; final Casuals)</i>	1 October 2017	From 1 October 2017

Summer Competitions 2017-18

<b>Registrations Range</b>	<b>Run report on which to base invoice</b>	<b>Issuing Invoice to relevant body</b>
1 March – 30 Nov 2017	1 Dec 2017	From 1 Dec 2017
1 Dec 2017 – 31 Jan 2018	1 Feb 2018	From 1 Feb 2018

- 7.6. Payments must be made (in full) by invoice deadline to be eligible for continuing participation in Competitions. Rugby Clubs, Rugby Bodies, Entity Teams and Event Organisers (as applicable) that fail to meet payment deadlines in accordance with this clause will be subject to the penalties outlined in Section 11.

## 8. MEMBER UNION PARTICIPANT REGISTRATION FEE (MUPRF)

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- 8.1. The MUPRF shall be payable on a per player basis for each Player. For Competition Rugby: 15 a side Rugby (including the Junior Player Pathway), Sevens and VIVA7s, it is based on national registration categories and pricing (inclusive of GST), as outlined by the applicable Member Union.
- 8.2. Registered Players must pay the MUPRF either:
- 8.2.1. through online payment via Rugby Link when registering for their Club, Rugby Body or Entity Team; or
  - 8.2.2. to the Club or Rugby Body, Entity Team or Event Organiser Registrar Registrar for registrations made by the Registrar via Rugby Link.

A transaction fee of 1.88% will apply to online payments via Rugby Link with such fee amount subject to annual adjustment.

- 8.3. Rugby Clubs, Rugby Bodies, Entity Teams and Event Organisers (as applicable) will be liable to collect and remit the MUPRF for player registrations made by Registrar via Rugby Link.
- 8.4. Member Unions will invoice Rugby Clubs, Rugby Bodies, Entity Teams and Event Organisers (as applicable) for Players who have not paid the MUPRF through online payment via Rugby Link, as per the following timelines.

<b>Registrations Range</b>	<b>Run report on which to base invoice</b>	<b>Issuing Invoice to relevant body</b>
1 Jan - 31 March 2017	1 April 2017	From 1 April 2017
1 April - 31 May 2017	1 June 2017	From 1 June 2017
1 June - 31 July* 2017 (*including Casuals)	1 August 2017	From 1 August 2017
1 August – 30 September* (including late regos & final Casuals)	1 October 2017	From 1 October 2017

### Summer Competitions 2016-17

<b>Registrations Range</b>	<b>Run report on which to base invoice ^</b>	<b>Issuing Invoice to relevant body</b>
1 March – 30 Nov 2017	1 Dec 2017	From 1 Dec 2017
1 Dec 2017 – 31 Jan 2018	1 Feb 2018	From 1 Feb 2018

- 8.5. Payments must be made (in full) by invoice deadline to be eligible for continuing participation in Competitions. Rugby Clubs, Rugby Bodies, Entity Teams and Event Organisers (as applicable) that fail to meet payment deadlines in accordance with this clause will be subject to the penalties outlined in Section 11.

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

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### **9.1. Approval**

- 9.1.1. It is important that rugby training and events, tournaments and matches played in Australia are conducted in a safe and professional manner, and comply with the respective World Rugby Laws of the Game & Regulations, and Australian Rugby Union (ARU) Law Variations, Registration Regulations and By-Laws & Policies. In order to conduct a rugby union 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 [Running Rugby](#).
- 9.1.2. Insurance can be obtained for: (i) Rugby Union events, tournaments, and matches conducted outside regular approved Competitions and/or representative matches/programs; and (ii) associations, incorporated entities, organisations or groups of persons that may wish to train and play Rugby but not necessarily form a Club or play in a Competition. Insurance will only be available in circumstances where the relevant event or relevant group/team (as applicable) meets the approval criteria to be a Sanctioned Event or Entity Team (as applicable).
- 9.1.3. Where an Entity Team wishes to create a Sanctioned Event or participate in a Competition, approval and registration processes apply in addition to the Entity Team approval and registration process.

### **9.2. Fees**

- 9.2.1. Fees for Sanctioned Events will differ depending on the nature of the event. The Event Organiser is required to affect '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.
- 9.2.2. Fees and levies for an Entity Team will differ depending on the level of training and/or participation, the competition category/ies (senior, junior) and the game type (7s, 10s and 15s). Sanctioned Entity Teams are required to affect insurance for all Rugby activities through the ARU Insurance Plan. Additional fees will be payable if an Entity Team wishes to join a Competition (including a Sanctioned Event).
- 9.2.3. Where a Player moves from a Rugby Club to an Entity Team or wishes to participate in a Sanctioned Event, insurances and fees will be applicable despite the fact that the Player may already be a Registered Player.

### **9.3. Invoicing**

- 9.3.1. Event Organisers will be invoiced as appropriate in relation to the scheduling of their particular Sanctioned Event.
- 9.3.2. Entity Teams will be invoiced as appropriate in relation to their applicable registration period.

## 10. PLAYER CLEARANCES

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### 10.1. Domestic Player Clearances -

- 10.1.1. Registered Players who wish to move Rugby club, either 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 this player clearance through their new Club via Rugby Link. Player clearances shall be subject to appropriate approvals process with Rugby Link.
- 10.1.2. 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 applicable. Club and competition registration fees may be applicable as determined by new Club and Competition manager. Clubs will be liable for such costs if not collected from player.
- 10.1.3. A Player that moves from a Rugby Club to an Entity Team must initiate a clearance. Fees and levies apply in accordance with these Regulations.

### 10.2. International Player Clearances -

International player clearances will be subject to World Rugby International Player Clearance approvals process

A player who 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* (available at [www.aru.com.au/runningrugby/policyregister](http://www.aru.com.au/runningrugby/policyregister)).

## 11. SANTIONS FOR NON-COMPLIANCE

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- 11.1. A Player who has not paid the required NPIL, NPRF and/or MUPRF by the applicable deadlines will be subject to cancellation of registration in Rugby Link. No insurance cover will be provided under the ARU Insurance Plan on cancellation of a Player's registration.
- 11.2. A Rugby Club, Rugby Body, Event Organiser and/or Entity Team who has not paid all outstanding NPIL, NPRF and/or MUPRF by invoice deadline will not be eligible for continuing participation in sanctioned Competitions or continued operation as an Entity Team, and shall be suspended from participating, until such time as all outstanding payments are finalised. A Rugby Club, Rugby Body or Entity Team may in addition also be subject to suspension and/or termination of membership or other such penalties as determined by an Affiliate Union, Member Union, ARU and/or authorised Event Organiser.
- 11.3. A Rugby Body who permits continuing participation in Competition by a Rugby Club, Rugby Body or Entity Team with outstanding NPIL, NPRF and/or MUPRF debts will be subject to suspension of membership to the Member Union and/or ARU, and such other penalties as the Member Union and/or ARU deems appropriate.

## 12. REFUND/REVERSAL OF PARTICIPANT FEES & LEVIES

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### 12.1. Eligibility for Refund/Reversal

NPIL, NPRF and/or MUPRF (or parts thereof) for a Registered Player are generally not refundable, other than in the following exceptional circumstances:

- 12.1.1. A Registered Player (other than a Registered Player in an Entity Team) that has not played in a Competition match (including trials, cancellation of competition or program) or appeared on a match record for his or her Rugby Club, Rugby Body or Entity Team, and has not sustained an injury that will require an insurance claim, in the current year, shall be eligible for refund of NPIL, NPRF and MUPRF (if applicable); and
- 12.1.2. Any Registered Player may be eligible for a refund of applicable NPRF and/or MUPRF (or parts thereof), as required by state/federal consumer protection laws.

An application for refund will be as per Procedure for Refund 12.2 below.

The following exclusions and conditions apply:

- 12.1.3. A Registered Player (other than a Registered Player in an Entity Team) that has played in a Competition match (including trials) or appeared on a match record for his or her Rugby Club, Rugby Body or Entity Team, shall not be eligible for refund of NPIL;
- 12.1.4. Refunds shall not apply to a Registered Player moving between Clubs, Rugby Bodies or Entity Teams and/or Member Unions in the current year;
- 12.1.5. Transaction fees associated with Rugby Link Online Payment Gateway are non-refundable;
- 12.1.6. Refunds may incur an administrative fee as determined by Member Union before any fees are refunded to the Rugby Club, Rugby Body or Entity Team; and
- 12.1.7. ARU and Member Union reserve the right to audit any application for a refund made by a Registered Player and/or Rugby Club, Rugby Body, Entity Team, Event Organiser to satisfy itself that the player is eligible for a refund.

### 12.2. 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 clause 12.1, the following steps apply:

#### 12.2.1. Registered Player that has not played, and not paid

- (i) Club, Rugby Body, Entity team, Event Organiser Registrar to complete a refund request and submit to the Member Union/ARU for the Registered Player and reversal of registration liabilities.

- (ii) Member Union/ARU to review request for refund and satisfy itself that the Registered Player is eligible for a refund, and provide confirmation to the Club, Rugby Body, Entity Team, Event Organiser of approval (or decline) of refund, including reversal of Player registration liabilities.
- (iii) On approval by Member Union/ARU, the Registered Player is de-registered in Rugby Link removing all registration liabilities.

**12.2.2. Registered Player that has not played, and has paid (via Online Payment)**

- (i) Club, Rugby Body, Entity team, Event Organiser Registrar to complete a refund request and submit to the Member Union/ARU for the Registered Player and reversal of registration liabilities.
- (ii) Member Union/ARU to review request for refund and satisfy itself that the Registered Player is eligible for a refund, and provide confirmation to the Club, Rugby Body, Entity Team, Event Organiser of approval (or decline) of refund, including reversal of Player registration liabilities.
- (iii) On approval by Member Union/ARU, the Registered Player is de-registered in Rugby Link removing all registration liabilities.
- (iv) Rugby Club, Rugby Body, Entity Team, Event Organiser to provide full refund to the Registered Player, when refund approval is confirmed by Member Union/ARU, less transaction fees, associated with Rugby Link Online Payment Gateway.
- (v) Member Union/ARU (Insurer) to reconcile approved full refunds within the tax invoice issued to the Rugby Club, Rugby Body, Entity Team, Event Organiser. The amount payable by the Rugby Club, Rugby Body, Entity Team, Event Organiser will 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 will redeem the respective refund amount of the NPIL, NPRF and MUPRF from the ARU and Member Union.
- (vi) Clubs, Rugby Body, Entity Team, Event Organiser and Competitions will refund their portion of participant registration fees, in accordance with their respective refund policies.
- (vii) ARU to advise Insurer of refunds, including Rugby Club, Rugby Body, Entity Team, Event Organiser and Player.

**12.2.3. Registered Player that has played (regardless of payment status)**

- (i) Club, Rugby Body, Entity team, Event Organiser Registrar to complete a refund request and submit to the Member Union/ARU for the Registered Player and reversal of registration liabilities.

- (ii) Member Union to review request for refund and satisfy itself that the Registered Player is eligible for a refund, and provide confirmation to the Club, Rugby Body, Entity Team, Event Organiser of approval (or decline) of refund, including any amounts of fees to be refunded by the Club, Rugby Body, Entity Team, Event Organiser to the Registered Player.
- (iii) On approval by Member Union, the Registered Player remains registered in Rugby Link as the NPIL liability is not refundable.
- (iv) Rugby Club, Rugby Body, Entity Team, Event Organiser (where applicable) provides the Registered Player the approved partial refund amount, when refund approval is confirmed by Member Union.
- (vi) Member Union will 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 will 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 will redeem the respective refund amount of the NPRF and MUPRF from the Member Union.
- (viii) Clubs, Rugby Body, Entity Team, Event Organiser and Competitions will refund their portion of participant registration fees, in accordance with their respective refund policies.

The following is a summary guide only. Please refer to the provisions of clause 12 above for detail:

<b>POLICY</b>	<b>ELIGIBILITY FOR REFUND</b>	<b>REFUND</b>	<b>NPIL</b>	<b>NPRF &amp; MUPRF</b>
<b>Not Played</b>	Player Registered (other than a Registered Player in an Entity Team) & NOT PAID (player liability to Club, Rugby Body, Event Organiser) that has <u>not</u> played in a Competition match.	FULL	Yes	Yes
	Player Registered (other than a Registered Player in an Entity Team) & PAID (via Online Payment) that has <u>not</u> played in a Competition match.	FULL	Yes	Yes.
<b>Played</b>	Registered Player that <u>has</u> played in a Competition match (PAID or NOT) Registered Player in an Entity Team	PARTIAL	No	On consideration of request for refund & approval by Member Union.
<i>Transaction fees associated with Rugby Link Online Payment Gateway are non-refundable.</i>				