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## REGULATIONS

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# RFU Regulation 5 – Insolvency, Funding and International Tickets

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# RFU REGULATION 5 – INSOLVENCY, FUNDING AND INTERNATIONAL TICKETS

## 5.1 Objectives

The RFU recognises that competitive league structures are dependent on the financial sustainability of clubs. Insolvency situations threaten the integrity of a league and expose rugby creditors to losses. The provisions of this Regulation 5 relating to insolvency are therefore intended to:

- i.** maintain the integrity and fairness of all RFU competitions and leagues by preventing clubs from gaining an advantage through financial recklessness or mismanagement, or to use insolvency procedures to walk away from rugby creditors;
- ii.** encourage responsible financial management by the clubs and their owners, directors and boards, and hold the same accountable for the financial well-being of their clubs;
- iii.** act as a meaningful deterrent to insolvency;
- iv.** allow the RFU to work with clubs who find themselves in financial difficulty by signposting support and advice to help them stabilise and rebuild their clubs;
- v.** identify the underlying causes of any club insolvency and take steps to reduce the risk of its re-occurrence;
- vi.** recognise that responsibility for monitoring the financial health of clubs should in the first instance be devolved to those bodies with the greatest understanding of clubs' finances at each level, using such model of financial monitoring system as each body considers most effective for flagging the signs of financial distress at a particular level; and
- vii.** recognise the impact of insolvency situations on all clubs within a league.

## 5.2 Definitions

For the purposes of this Regulation 5, the following definitions shall apply:

**“Club”** means a non-voting club or a club admitted into voting membership of the Union in accordance with the RFU Rules and regardless of whether or not that club plays in a League and also includes such a club’s holding company, parent undertaking, subsidiary undertaking, subsidiary or associate of the club or an entity which in the RFU’s opinion is connected or associated with the club in such a way that it is seen as being part of the club and for the avoidance of doubt includes standalone Women’s clubs and those clubs where a Women’s team plays in a League but the Men’s team does not;

**“Director”** has the meaning set out in Section 250 of the Companies Act 2006;

**“Financial Information”** means:

- i. management accounts and forecasts;
- ii. balance sheets and forecasts;
- iii. cash position and forecasts;
- iv. contracts, leases and any other financial commitments;
- v. debtors;
- vi. creditors including anything owed to HMRC;
- vii. shareholdings;
- viii. details of employees, numbers, posts held and contracts of employment details;
- ix. bank statements; and
- x. such other information as the RFU requires;

**“Financial Monitoring System”** means any financial monitoring system a Relevant Body determines will best enable it to identify Clubs in actual or potential financial distress;

**“HMRC”** means His Majesty’s Revenue and Customs;

**“Insolvency Event”** means (a) in relation to an incorporated Club:

- i. it enters into a Company Voluntary Arrangement (“CVA”) pursuant to Part 1 of the Insolvency Act 1986 (“the 1986 Act”);
- ii. in accordance with the provisions of Schedule B1 of the 1986 Act
  - a ‘Notice of Intention to Appoint an Administrator’, or ‘Notice of Appointment of an Administrator’ is lodged at the Court by the Club or its directors in accordance with Paragraphs 26 or 29
  - an application is made to the Court for an ‘Administration Order’ by the Club or its directors under paragraph 12

- an ‘Administrator’ is appointed or an ‘Administration Order’ made in respect of the Club as defined in paragraphs 1 and 10;

iii. an ‘Administrative Receiver’ as defined in s.251 of the 1986 Act is appointed;

iv. the Club’s shareholders pass a resolution to place the Club into Creditors Voluntary Liquidation (“CVL”);

v. a Winding up order is made by the Court under s.122(f) of the 1986 Act on the basis that the Club is unable to pay its debts;

vi. the Club enters a formal procedure, not defined above, but the effect of which is to enable the Club to be relieved of liability for its debts either in whole or in part; or

vii. the Club enters into any insolvency regime in any jurisdiction outside England and Wales which is analogous with the insolvency regimes detailed in i. to vi. above,

and (b) in the case of an unincorporated Club, where it or an entity on which it is entirely dependent financially, suffers an event or procedure which is analogous to those detailed above for an incorporated Club;

“**Level**” means the level of League in which a Club plays, whether in Men’s or Women’s rugby; and

“**Material Change**” means any event, action or circumstance the occurrence of which results in or might result in a material adverse change to the financial condition, viability or sustainability of a Club;

“**Notifiable Event**” means (a) in relation to an incorporated Club:

i. the Club fails to pay its players, staff or any other employees via monthly payroll for a period of 7 consecutive days following the date on which such payment fell due;

ii. the Club consults an insolvency practitioner, or an agent acting on behalf of an insolvency practitioner, to prepare a CVA proposal;

iii. the Club seeks to obtain a moratorium under any of the provisions of Chapter 2 of the Corporate Insolvency and Governance Act 2020;

iv. an application is made to the Court for a compromise or arrangement with the Club’s creditors under Part 26 of Companies Act 2006;

v. being served with, or presenting to the Court, a petition to wind up the Club under any of the circumstances of s.122 of the 1986 Act;

vi. the Club receives notification of an application to the Court for an Administration Order against the Club;

vii. an LPA Receiver or a Fixed Charge Receiver is appointed by a lender holding security over property owned or used by the Club;

**viii.** the Court appoints a Receiver, Special Manager, Provisional Liquidator or makes such other order(s) that materially affect the control of the Club by its directors and/or shareholders;

**ix.** a meeting of shareholders is summoned to consider voluntary winding up of the Club under s.84 of the 1986 Act;

**x.** an Insolvency Event affecting a major sponsor, a significant debtor, or a shareholder holding more than 10% of the Club’s shares occurs; or

**xi.** the occurrence of such other analogous events that are indicative of imminent insolvency at the Clubs,

and (b) in the case of an unincorporated Club, where it or an entity on which it is entirely dependent financially, suffers an event or procedure which is analogous to those detailed above for an incorporated Club, or

**xii.** the making of a Bankruptcy Order, on either a Debtor’s or Creditor’s petition, against an officer, trustee or other Club member in respect of a debt incurred on behalf of the Club, or

**xiii.** the proposal of an Individual Voluntary Arrangement by an officer, trustee or other Club member that includes a debt incurred on behalf of the Club.

**“Primary Rugby Creditors”** means players, ex-players, coaches, medics, physiotherapists, strength and conditioning coaches and any other worker of a Club who are on the payroll of the Club at the time an Insolvency Event occurs.

**“Relevant Body”** means for Men’s rugby:

for Clubs at Premiership	Financial Monitoring Panel
for Clubs at Championship	RFU or Tier 2 Board as applicable
for Clubs at NLR	National League Rugby
for Clubs at Regional and below	Relevant Constituent Body

and for Women’s rugby:

for Clubs at Level 1	Premiership Women’s Rugby / RFU
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for Clubs at Level2 and below

Relevant Constituent Body

“**Secondary Rugby Creditors**” means ex-players, any other employee or worker of a Club who is not on the payroll of the Club at the time the Insolvency event occurs, referees, Registered Agents, other rugby clubs or rugby bodies in England or elsewhere, the RFU and any RFU subsidiary or associated undertaking, any Constituent Body and any other person or entity paid directly and exclusively by the Club **and** who directly supports the ability of that Club to play rugby. For the purposes of this definition, any shareholder with a holding of 10% or more of the Club, or any Director shall not be treated as a Primary Rugby Creditor or a Secondary Rugby Creditor.

## 5.2 Financial Monitoring

**5.2.1** Each Relevant Body shall have in place a Financial Monitoring System.

**5.2.2** All Clubs shall comply with their obligations under any such Financial Monitoring System.

**5.2.3** Upon the occurrence of a Notifiable Event or Insolvency Event, the RFU can at its discretion require the affected Club’s Relevant Body to submit the details of its Financial Monitoring System to the RFU for its review. Where the RFU makes such a request, the Relevant Body shall consult and cooperate with the RFU to agree a system that is acceptable to the RFU.

## 5.3 Material Change at a Club

### ***Notification of Material Change***

**5.3.1** Every Club at Premiership, Championship and National League Rugby (formerly Levels 1 to 4) (Mens) and Levels 1 to 4 (Womens) must notify their Relevant Body of any Material Change within 7 days of any officer of the Club becoming aware of a Material Change.

**5.3.2** Every Club at Regional 1 and below (formerly Level 5) (Mens) and Level 5 and below (Womens) must notify their Relevant Body of any Material Change within 14 days of any officer of the Club becoming aware of a Material Change.

### ***Obligations following notification of Material Change***

**5.3.3** Each Relevant Body shall produce a twice-yearly written report for the RFU identifying any Clubs that have notified a Material Change and detailing what action is being taken to monitor and support such Clubs. The report should be sent to the RFU’s Legal & Governance Director. A report is not required however where a Relevant Body has not received any Material Change notifications.

**5.3.4** Every Club must provide to their Relevant Body or the RFU upon request such Financial Information and such other information as their Relevant Body or the RFU deems necessary in order to assess the financial condition, viability or sustainability of that Club. Such information must be provided within the timeframe specified by the Relevant Body or the RFU in their request.

## 5.4 Notifiable Event at a Club

### *Reporting of a Notifiable Event*

**5.4.1** Immediately upon a Notifiable Event occurring, and in any event within 24 hours of any officer of the Club becoming aware of the Notifiable Event, a Club must notify the RFU in writing by e-mail addressed to the RFU's Legal & Governance Director, and must supply a written authority addressed to HMRC on behalf of the Club and its officers confirming that they authorise the RFU to liaise with HMRC on its behalf in relation to the notifying Club's outstanding liabilities to HMRC.

### *Obligations following notification of Notifiable Event*

**5.4.2** After making a notification to the RFU under Regulation 5.4.1, the notifying Club and its owners, officers, employees and all relevant parties must cooperate fully and accurately with any request made by the RFU in relation to such Notifiable Event, including any request for Financial Information, and must provide such cooperation and information within the timescale stipulated by the RFU.

**5.4.3** A representative of the RFU shall be permitted to attend any creditors' or shareholders' meeting of a notifying Club convened to consider the voluntary winding up of the Club, or for consideration of a CVA proposal. Where such a procedure is being conducted without a physical meeting, the RFU shall be given the means to communicate directly with creditors prior to them making a decision. The RFU shall also be permitted to communicate directly with any appointed insolvency practitioner, LPA Receiver or Fixed Charge Receiver appointed by a lender holding security over property owned or used by the Club, or any Receiver, Special Manager or Provisional Liquidator appointed by the Court.

**5.4.4** Where a Club has notified the RFU of a Notifiable Event, the RFU has the power to claw back and/or withhold further funding and RFU Benefits from that Club, and if the RFU considers it necessary in its sole discretion in order to promote the objectives outlined in Regulation 5.1 above, may apply such Special Measures in whole or in part as set out in Regulations 5.5.13 to 5.5.23 below.

## 5.5 Insolvency Event at a Club

### *Reporting of an Insolvency Event*

**5.5.1** Immediately upon an Insolvency Event occurring, and in any event within 24 hours of any officer of the Club becoming aware of an Insolvency Event, a Club must notify the RFU in writing by e-mail addressed to the RFU's Legal & Governance Director, and must supply a written authority addressed to HMRC on behalf of the Club and its officers confirming that they authorise the RFU to liaise with HMRC on its behalf in relation to the notifying Club's outstanding liabilities to HMRC.

### *Obligations following notification of Insolvency Event*

**5.5.2** After making a notification to the RFU under Regulation 5.5.1, the notifying Club and its owners, officers, employees and all relevant parties must cooperate fully and accurately with any

request made by the RFU in relation to such Insolvency Event, including any request for Financial Information, and must provide such cooperation and information within the timescale stipulated by the RFU.

**5.5.3** A representative of the RFU shall be permitted to attend any creditors' or shareholders' meeting of a notifying Club convened to consider the voluntary winding up of the Club. The RFU shall also be permitted to communicate directly with any appointed insolvency practitioner, LPA Receiver or Fixed Charge Receiver appointed by a lender holding security over property owned or used by the Club, or any Receiver, Special Manager or Provisional Liquidator appointed by the Court. The RFU shall receive all reports and other circulars made to creditors.

**5.5.4** Where a Club has notified the RFU of an Insolvency Event, the RFU has the power to claw back and/or withhold further funding and RFU Benefits from that Club.

### ***Fixed Sanctions***

**5.5.5** Subject to Regulation 5.5.8, where a Club suffers an Insolvency Event during the Season or after the end of the Season but before the playing schedules have been set for the following Season, that Club's most senior first XV team, as determined by the RFU, shall in respect of the following Season be relegated to the League below that in which it participated at the time the Insolvency Event occurred and there shall be no right of appeal for any such Club.

**5.5.6** Subject to Regulation 5.5.8, where a Club suffers an Insolvency Event after the end of the Season and after the playing schedules have been set for the following Season, that Club's most senior first XV team, as determined by the RFU, shall in respect of the following Season incur a 35 point deduction and there shall be no right of appeal for any such Club. Where the RFU is satisfied that the Insolvency Event was unavoidable before the end of the Season and had been delayed by the Club in order to avoid relegation, it shall be entitled in its absolute discretion to impose a further points deduction against that Club's most senior first XV team and/or relegate that team the following Season to the League below that in which it participated at the time the Insolvency Event occurred, and there shall be no right of appeal for any such Club.

**5.5.7** Where a Club suffers an Insolvency Event at any time (whether during or at the end of the Season and regardless of whether the playing schedules have been set for the following Season or not) the RFU shall have the right in its absolute discretion to impose such other sanction as the RFU deems appropriate on any other team in that Club that is not subject to the fixed sanction under Regulations 5.5.5 or 5.5.6. Such sanction may include (but is not limited to) a points deduction against or relegation of that other team.

**5.5.8** Where a Club suffers an Insolvency Event and the RFU determines that its most senior first XV team plays in Premiership Women's Rugby (Level 1 Women's Game), the RFU shall have the right in its absolute discretion to disapply Regulations 5.5.5 and 5.5.6 and to impose such other sanction on that Club as the RFU deems appropriate, including a sanction against any other team in that Club, which may include (but is not limited to) a points deduction against or relegation of that other team.

### ***No-fault Insolvency Events***

**5.5.9** Upon an affected Club's application the RFU may in its absolute discretion reduce or waive in its entirety any sanction that would otherwise apply to a Club under Regulations 5.5.5 to 5.5.8 where it is satisfied that the Insolvency Event would not have occurred but for an event or circumstance which was beyond the control and without the fault or negligence of the affected Club and which by the exercise of reasonable diligence the affected Club was unable to prevent, including (but not limited to): riot, war, invasion, act of foreign enemies, acts of terrorism, earthquakes, flood, fire or other physical natural disaster, strikes at national level or industrial disputes at a national level and any epidemic or pandemic as categorised as such by the UK Government and/or the World Health Organisation.

**5.5.10** If an affected Club wishes to make an application to the RFU for it to exercise its discretion under Regulation 5.5.9 the Club must include a request for relief from sanction in its notification of an Insolvency Event under Regulation 5.5.1 and provide full particulars of the event or circumstance which was beyond the control and without the fault or negligence of the Club and which by the exercise of reasonable diligence the Club was unable to prevent.

**5.5.11** Where a Club has requested relief from sanction under Regulation 5.5.9 its owners, officers, employees and all relevant parties must cooperate with any request made by the RFU in relation to its investigation of the Insolvency Event, including making themselves available to attend interviews and provide such information and documentation as the RFU deems necessary.

**5.5.12** If the RFU elects not to reduce or waive a sanction under Regulation 5.5.9 the Club which has suffered the Insolvency Event shall be entitled to appeal against the decision and RFU Regulation 19 shall apply to any appeal. A Club entitled to appeal may do so only on the grounds that the RFU:

- (a) came to a decision to which no reasonable body could have come; or
- (b) made an error of law in reaching its decision; or
- (c) failed to act fairly in a procedural sense.

Notice of appeal must be lodged with the RFU Head of Discipline within 48 hours of a party being notified of the decision and the relevant fee for the purposes of RFU Regulation 19 shall be £1,000.

### ***Special Measures***

**5.5.13** Upon the occurrence of an Insolvency Event (or in accordance with Regulation 5.4.4 above) the affected Club shall be placed in special measures with immediate effect under the supervision of the RFU. A Club placed in special measures shall not be eligible for promotion in the season in which it suffers an Insolvency Event (or if the Insolvency Event occurs outside a season, then at the discretion of the RFU, it shall either not be eligible for promotion in the following season, or if it had been promoted in the previous season, not be promoted). A Phoenix Entity which is established to take over the insolvent Club and/or assets (including the League position) of an insolvent Club in accordance with Regulation 5.7 shall also remain in special measures in accordance with Regulations 5.5.14 to 5.5.22 in the place of the insolvent Club.

**5.5.14** Where a Club is placed in special measures that Club's most senior first XV team, as determined by the RFU, will be immediately suspended from all RFU leagues and competitions. The RFU can temporarily lift the suspension in its discretion or upon application by the Club in all cases where the RFU is satisfied that the Club has in place a binding agreement to pay all Primary Rugby Creditors and Secondary Rugby Creditors who are contractually owed monies or are owed any other sums from the Club. The RFU can permanently lift the suspension in its discretion or upon application by the Club where in all cases the RFU is satisfied that all the Club's Primary Rugby Creditors and Secondary Rugby Creditors have been paid any outstanding monies or other sums contractually due to them in full. Where a Club does not agree to pay its Primary Rugby Creditors or Secondary Rugby Creditors, or having so agreed fails to do so, the RFU shall be entitled to redistribute any RFU Benefits for that suspended Club to either (a) the remaining clubs in that League; and/or (b) any unpaid Primary Rugby Creditors or Secondary Rugby Creditors as the RFU decides in its absolute discretion.

**5.5.15** The RFU shall have the right to publish the name or names of any person who was a director of or who was concerned in the management of any Club placed in special measures at the time at which any Insolvency Event or similar event occurred or at any time in the period of 12 months before any such Insolvency Event or similar event occurred at that Club.

**5.5.16** The RFU shall have the right to request that any person who was a director of, or was concerned in, the management of any Club placed in special measures at the time at which any Insolvency Event or similar event occurred or at any time in the period of 12 months before any such Insolvency Event or similar event occurred shall step down until such times as they shall have demonstrated to the satisfaction of the RFU their fitness to be such a director or involved in the management of the Club and the RFU has indicated its approval in writing. No Club shall engage elect appoint or retain any such person as a director or to fulfil any management role within the Club without the written approval of the RFU.

**5.5.17** The RFU shall have the right to see a Club placed in special measures' management accounts (including cash flow forecasts and other relevant management or financial information) on a quarterly basis or more frequently if required by the RFU and shall have access to the Club's financial books, accounts and records on request.

**5.5.18** A representative of the RFU shall be permitted to attend each board meeting or other meeting of the officers of a Club placed in special measures for the purposes of observing the conduct of such meetings. For the avoidance of doubt, any such representative shall only attend such meetings as an observer and shall not have any influence over the proceedings of any such meeting, including the right to vote on any business conducted during the same.

**5.5.19** A Club placed in special measures may be required to provide a bond to the RFU to guarantee its obligations to the RFU. This bond must be deposited in cash with the RFU and the RFU will hold it throughout the period of special measures. The RFU is entitled to use the bond to fulfil any obligations of the Club, including paying creditors that are not Primary Rugby Creditors or Secondary Rugby Creditors but whom are wholly financially dependent on the Club, and to meet any liabilities that the RFU reasonably believes should be paid in order to help safeguard the future

existence for the Club or to compensate any party in the case of any default of the Club in future years.

**5.5.20** A Club placed in special measures must not exceed the Material Benefits threshold specified under RFU Regulation 7 for the Level in which that Club plays (regardless of any suspension under Regulation 5.5.14). Further, the RFU can require a Club to comply with a salary cap set by the RFU where the league in which that Club plays (regardless of any suspension under Regulation 5.5.14) does not operate a salary cap.

**5.5.21** The RFU can require a Club placed in special measures to comply with any other measures it deems necessary to secure the financial viability and good governance of the Club.

**5.5.22** The period of special measures will come to an end once the RFU is satisfied that the Club is financially viable and the governance is appropriate for the level of the Club. The position will be reviewed at least once a Season and the Club may make an application to be removed from special measures at any time and present such evidence as it sees fit.

**5.5.23** Where a Club as a result of a Notifiable Event is placed in special measures pursuant to Regulation 5.4.4 above, the provisions in Regulation 5.5.13 – 5.5.22 will be as varied as determined by the RFU in accordance with that Regulation 5.4.4.

## 5.6 Legitimate Corporate Group Restructuring

**5.6.1** Where a Club intends to carry out a solvent restructuring of its corporate group which will result in an Insolvency Event occurring it shall in the first instance notify the RFU in writing and shall provide details of the proposed restructuring by e-mail addressed to the RFU's Legal & Governance Director.

**5.6.2** Where a Club has made a notification under Regulation 5.6.1 its owners, officers and employees must cooperate with any request made by the RFU in relation to its investigation of the proposed restructuring, including making themselves available to attend interviews and provide such information and documentation as the RFU deems necessary.

**5.6.3** Provided the RFU is satisfied that the Club's proposed restructuring is a solvent corporate group restructuring that will not compromise the future solvency or viability of the Club then Regulations 5.4, 5.5 and 5.7 shall not apply to the Club upon the occurrence of the Insolvency Event and the RFU shall confirm the same to the Club. Should the solvency of the Club's corporate group change following the RFU's confirmation, or should it transpire that the RFU's confirmation was based on inaccurate or misleading information, Regulations 5.4 and 5.5 shall not be disapplied in relation to the Club.

## 5.7 Phoenix Entities

**5.7.1** For Clubs at Levels 1 to 6 (inclusive) of the Men's game, and for Clubs at Levels 1 to 3 (inclusive) of the Women's game, if it is proposed to establish a new club and/or corporate entity to take over the assets (including the League position) of a Club to which an Insolvency Event has occurred, the provisions of these Regulations, RFU Regulations 3.3 and 3.4 so far as applicable

and the protocol set out in Appendix 1 to this Regulation 5 must be complied with before that new club may be granted membership of the RFU and assume the position of the insolvent Club in the relevant League. For Clubs below Regional 2 (formerly Level 6) in the Men's game, and for Clubs below Level 3 in the Women's game, whether a new club may take over the assets (including the League position) of a Club to which an Insolvency Event has occurred shall be subject to such conditions as the RFU shall determine.

**5.7.2** For the avoidance of doubt, where a points deduction or other restriction is applied to a Club under Regulation 5.5, such deduction or restriction shall also apply to any new club which has taken over the previous Club's assets.

**5.7.3** In addition to the imposition of special measures detailed in regulation 5.5.13 to 5.5.23 above and the requirements set out in Appendix 1 to this Regulation 5, the Phoenix Entity will be

required to satisfy the following:

**(a)** The Phoenix Entity must pay all outstanding Primary Rugby Creditors monies owed up to the date on which the Insolvency Event occurred, net of the amount that such Primary Rugby Creditors are entitled to (for example if receiving a payment from the Redundancy Payments Office) within 28 days of being granted a licence to play in one of the RFU's Leagues.

**(b)** Subject to Regulation 5.7.3(c), the Phoenix Entity must pay, reach agreement to settle and/or reach agreement to defer any sums owing up to the date on which the Insolvency Event occurred in full or in part (in all such cases providing evidence to the RFU of such agreement in each individual case) all Secondary Rugby Creditors within 28 days of being granted a license to play in one of the RFU's Leagues.

**(c)** To the extent any Secondary Rugby Creditors are disputed by the Phoenix Entity, such dispute together with supporting evidence shall be submitted to the RFU within 28 days of being granted a license to play in one of the RFU's leagues. The RFU, or any person or organisation appointed by the RFU for such purpose, will determine whether such creditor is a legitimate creditor and falls within the definition of Secondary Rugby Creditor and will notify its decision to the Phoenix Entity. If the RFU decides in its discretion that the disputed Secondary Rugby Creditor should be paid pursuant to these Regulations, the Phoenix Entity must pay such Secondary Rugby Creditor within 28 days of notification of the RFU's decision to the Phoenix Entity;

**(d)** The Phoenix Entity must provide a bond to the RFU to guarantee its obligations to the RFU. This bond must be deposited in cash with the RFU and the RFU will hold it for a period of three years from the start of the following Season. The RFU is entitled to use the bond to fulfil any obligations of the existing club or the Phoenix Entity as set out in the agreement to be entered into with the RFU and to meet any liabilities that the RFU reasonably believes should be paid in order to help safeguard the future existence for the club or to compensate any party in the case of any default of the Phoenix Entity. The bond will be the greater of the total amount of any Primary Rugby Creditors and Secondary Rugby Creditors as at the date of the issuing of the license to the Phoenix Entity to assume the position of the insolvent Club in the relevant League or 10% of the average projected annual turnover for the Phoenix Entity as set out for its first two years of trading in its business plan, or such other amount as determined by the RFU having regard to the particular circumstances in each case;

**(e)** In addition, the RFU may decide that personal guarantees are required from any owner or owners or third parties to ensure that obligations are complied with; and

**(f)** The RFU will require the Phoenix Entity to enter into an agreement (in a form required by the RFU) with the RFU setting out the existing club's and the Phoenix Entity's agreement to the various conditions to be met. That agreement must be entered into before the new entity can become a member of the RFU or participate in any League matches.

## 5.8 Reprieve from Relegation

**5.8.1** A Club that is due to be relegated the following Season due to finishing its League

competition with the lowest number of points will not be relegated where at least one Club is due to be relegated under Regulations 5.5.5 to 5.5.8 following the occurrence of an Insolvency Event.

## 5.9 RFU Decisions on Insolvency Final

**5.9.1** Any decision made pursuant to Regulation 5.5.9 above will be appealable in accordance with RFU Regulation 19 only by those parties directly affected by the decision and only on the grounds that the RFU:

- (a) came to a decision to which no reasonable body could have come; or
- (b) made an error of law in reaching its decision; or
- (c) failed to act fairly in a procedural sense.

Notice of appeal must be lodged with the RFU Head of Discipline within 48 hours of a party being notified of the decision and the relevant fee for the purposes of RFU Regulation 19 shall be £1,000.

**5.9.2** Save as otherwise provided for in this Regulation 5, any decision of the RFU made under this Regulations 5 shall be final and binding on the party subject to the decision and there shall be no right of appeal.

## 5.10 Discipline

**5.10.1** If any party is alleged or suspected to be in breach of these Regulations (whether as a result of a single breach or persistent breaches), for example through its failure to provide notification of a Material Change, Notifiable Event or Insolvency Event, failure to provide Financial Information or other information when requested, failure to cooperate or providing false or inaccurate information or such other breach, such action would be considered as a breach of regulations and dealt with pursuant to RFU Regulation 19.

**5.10.2** Any breach, allegation or suspicion of a breach, and such other disciplinary matter arising in relation to this Regulation 5 shall be referred to the RFU Head of Discipline. If the RFU Head of Discipline decides that there is a case to answer and that a charge should be brought against any party, the matter will be dealt with in accordance with RFU Regulation 19. Subject to any right of appeal, the RFU Disciplinary Panel will be entitled to impose such sanctions and penalties against any such party as it deems necessary in respect of any breach of these regulations.

## 5.11 Funding

**5.11.1** Any funding of whatever nature from the RFU to a Constituent Body or Club is (in addition to any specific funding conditions imposed) conditional upon the satisfactory compliance by the entity receiving the funding with the RFU's Rules and Regulations and on the delivery and performance of that entity being satisfactory to the RFU Board of Directors. Such funding may be suspended or cancelled at any time if, in the opinion of the RFU's Board of Directors, such entity is not so complying, delivering or performing.

**5.11.2** The RFU shall not be obliged to pay any funding that would otherwise be paid direct to a

Club, to a league organising committee or entity representing or purporting to represent that Club, unless the RFU Board of Directors is satisfied that such committee or entity will pay the RFU's funding equally between all Clubs represented by that committee or entity and that the RFU has such representation on such committee or entity as the RFU Board of Directors shall require.

**5.11.3** Subject to points 5.11.3 (a) to (d) inclusive below, the RFU shall have the right to set off from any funding it gives to a Club or to that Club's league organising committee (where no funding is given direct to a Club) or any entity representing that Club any sums owed by that Club to the RFU for whatever reason (including, without limitation, non-payment of sums owed to the RFU for tickets) provided that where the RFU proposes to exercise its right of set off from monies it would but for the set off pay to a Club's organising committee:

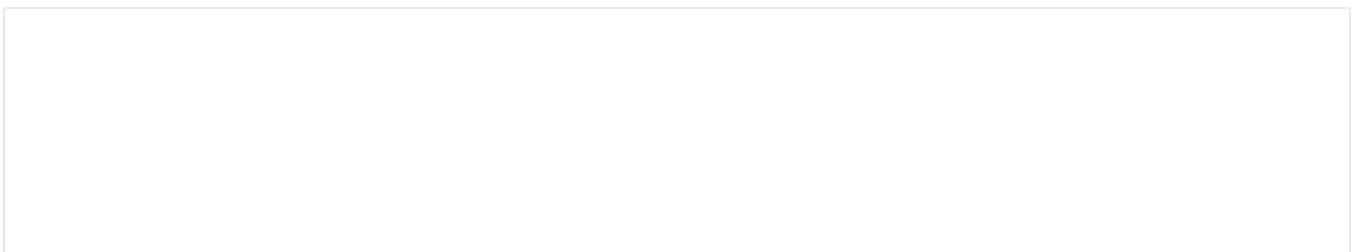
- (a) the RFU shall calculate how much that Club's share of funding given to the League Organising Committee would be by dividing the total funding to that League Organising Committee by the number of Clubs in that League ("the Club's Share");
- (b) if the total sums owed by the non-paying Club are equal to or less than the Club's Share, the RFU may deduct the amount owed by the Club from the Club's Share and pay the League Organising Committee the balance;
- (c) if the total sums owed by the non-paying Club are more than the Club's Share, the RFU may only deduct the Club's Share from the total funding to that League Organising Committee and the amount owed by the non-paying Club shall be reduced accordingly; and
- (d) any outstanding sums owed to the RFU by that non-paying Club may be deducted from further payments to that League Organising Committee provided the provisions set out in 5.11.3 (a) to (c) inclusive above are complied with.

## 5.12 Tickets to International Matches

Any non-payment by a Club for tickets or its ticket allocation to any match at Twickenham, by the date required by the RFU may result in that Club losing its international match ticket allocation or right to purchase tickets for all or some matches to be held at Twickenham for a minimum period of one year or such greater period as may be determined by the International Rugby Ticket Sub Committee through its established procedures or such other procedure as the RFU may in its absolute discretion decide.

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## Documents:



**Guidance for Constituent Bodies**



## Appendices

**Regulation 5 Appendix 1**

