

NEW ZEALAND RUGBY UNION Player Movement Regulations



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Part 1 • Definitions

1 DEFINITIONS

In these Regulations, unless the context requires or indicates otherwise, the following definitions shall apply:

“Air New Zealand Cup Captured Player” has the meaning set out in clause 5.1;

“Air New Zealand Cup Competition” means the Air New Zealand Cup Competition as provided for under the *NZRU Domestic Competition Regulations*. Any reference to “Air New Zealand Cup” has the same meaning as “Premier Competition” in the Collective Agreement;

“Air New Zealand Cup Union” means a Provincial Union competing in the Air New Zealand Cup of the domestic provincial rugby competition conducted by the NZRU from the 2006 season;

“Captured Union” has the meaning set out in clause 4.1;

“Collective Agreement” means the Collective Agreement entered into by the NZRU and the RPC which comes into effect from 1 January 2006;

“Contract Year” means the calendar year (commencing on 1 January and concluding on 31 December) and may be defined with reference to a particular year (eg Contract Year 2006);

“Development Compensation Fee” means the payment a Transferring Union is required to make to a Player’s Captured Union pursuant to these Regulations;

“Division One Captured Player” has the meaning set out in clause 6.1;

“Division One Competition” means the Division One Competition as provided for under the *NZRU Domestic Competition Regulations*;

“Division One Union” means a Provincial Union competing in Division One of the domestic provincial rugby competition conducted by the NZRU from the 2006 season;

“Home Super Rugby Franchise” has the meaning set out in clause 43.1 of the Collective Agreement;

“NZRU” means the New Zealand Rugby Football Union Incorporated;

“Player” means a rugby union player who is an Air New Zealand Cup Captured Player or a Division One Captured Player;

“Playing 22” means the fifteen selected players plus seven reserves as recorded on the team sheet provided to the NZRU for any Air New Zealand Cup or Division One Competition match;

“Provincial Union” means an Affiliated Union as defined in the *NZRU Constitution*;

“Provincial Union Contract” means the contract set out in Appendix 9 of the Collective Agreement;

“Provincial Union Development Contract” means the contract set out in Appendix 10 of the Collective Agreement;

“Provincial Union Term” has the meaning set out in clause 46.4 of the Collective Agreement;

“Provincial Union Development Term” has the meaning set out in clause 47.3 of the Collective Agreement;

“Registered” means a player who has completed the *NZRU Senior Player Registration Form* for that Contract Year;

“RPC” means the Rugby Players Collective Inc;

“Super Rugby Competition” has the meaning set out in clause 38.1 of the Collective Agreement;

“Super Rugby Eligibility Date” is a date specified by the NZRU in agreement with the RPC (with such agreement to be reached no later than the end of August in each Contract Year);

“Transfer” is the process by which a Player alters his Provincial Union by moving from his Captured Union to the Transferring Union pursuant to these Regulations;

“Transfer Period” has the meaning set out in clause 3.1;

“Transferring Union” in relation to a particular Player means the Provincial Union to which that Player wishes to transfer;

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Part 2 • Player Movement

2 INTRODUCTION

- 2.1 These Regulations govern the process by which a Player alters their Provincial Union.
- 2.2 The Transfer of any Player wishing to be eligible to play for a Provincial Union other than the Player's Captured Union must take place in accordance with these Regulations.
- 2.3 There is no restriction upon the number of Players that may Transfer from, or to, any Provincial Union.

3 TRANSFER PERIOD

- 3.1 The Transfer of a Player may only occur during the period 1 October in one Contract Year to the Friday following the Super Rugby Competition final in the immediately following Contract Year. This period is the **Transfer Period**.
- 3.2 If the Transfer of a Player is agreed in writing and notified to the NZRU prior to the Super Rugby Eligibility Date (even if it is to take effect at a later date in that Transfer Period) the Player's Transferring Union will be taken into account for the purpose of determining his Home Franchise for the following Super Rugby Competition.
- 3.3 A Player may transfer only once in each Transfer Period.

4 CAPTURED UNION

- 4.1 An Air New Zealand Cup Captured Player or a Division One Captured Player shall be deemed to be captured by the Provincial Union in which he is currently Registered. This Provincial Union will be the Player's **Captured Union** until otherwise determined pursuant to these Regulations.
- 4.2 A Player is not eligible to be selected for the Playing 22 of a Provincial Union, other than his Captured Union, for the Air New Zealand Cup or Division One Competitions immediately following the Transfer Period during which the Player becomes a Air New Zealand Cup Captured Player or Division One Captured Player unless the Player has transferred in accordance with these Regulations, or has been loaned in accordance with the *NZRU Player Eligibility Regulations*.

5 TRANSFER OF AIR NEW ZEALAND CUP CAPTURED PLAYERS

- 5.1 An **Air New Zealand Cup Captured Player** is a player who is:
- (a) party to a Provincial Union Contract or a Provincial Union Development Contract at any time during the Transfer Period; or
 - (b) enrolled in one of the 14 Regional Rugby Academies and Registered with a club affiliated to an Air New Zealand Cup Union during the Contract Year in which the Transfer Period commences; or
 - (c) Registered with a club affiliated to an Air New Zealand Cup Union and is either:
 - (i) named in any New Zealand Under 21 representative squad announced during the Contract Year in which the Transfer Period commences; or
 - (ii) named in any New Zealand Under 21 representative squad announced during the Transfer Period; or
 - (d) Registered with a club affiliated to an Air New Zealand Cup Union and is either:
 - (i) named in the New Zealand Under 19 representative squad announced during the Contract Year in which the Transfer Period commences; or
 - (ii) named in any New Zealand Under 19 representative squad announced during the Transfer Period.
- 5.2 A Player who is a party to a Provincial Union Contract (or Provincial Union Development Contract) may only Transfer following the expiry of that Player's Provincial Union Term (or Provincial Union Development Term, as the case may be) or earlier termination of these contracts. For the avoidance of doubt, a Player is not in breach of any employment

obligation by entering into discussions during his Provincial Union Term or Provincial Union Development Term concerning employment arrangements which are proposed for a period after the expiry of that Term.

- 5.3 A Player who is not a party to a Provincial Union Contract or Provincial Union Development Contract may enter into a Provincial Union Contract or Provincial Union Development Contract at any time.
- 5.4 An Air New Zealand Cup Captured Player may Transfer to another Air New Zealand Cup Union or a Division One Union during the Transfer Period using the Player Movement Form attached as Schedule 1.
- 5.5 No Development Compensation Fee is payable where an Air New Zealand Cup Captured Player Transfers.

6 TRANSFER OF DIVISION ONE CAPTURED PLAYERS

6.1 A **Division One Captured Player** is a player who is:

- (a) Registered with a club affiliated to a Division One Union and is selected in the Playing 22 of that Division One Union on one or more occasions during the Division One Competition taking place at the time the Transfer Period commences (or for the Transfer Period ending 2 June 2006, a Provincial Union from Division 2 or 3 of the 2005 National Provincial Championship other than a Provincial Union that will participate in the Air New Zealand Cup Competition from 2006 onwards); or
- (b) Registered with a club affiliated to a Division One Union and is either:
- (i) named in any New Zealand Under 21 representative squad announced during the Contract Year in which the Transfer Period commences; or
- (ii) named in any New Zealand Under 21 representative squad announced during the Transfer Period; or
- (c) Registered with a club affiliated to a Division One Union and is either:
- (i) named in the New Zealand Under 19 representative squad announced during the Contract Year in which the Transfer Period commences; or
- (ii) named in any New Zealand Under 19 representative squad announced during the Transfer Period; or
- (d) Registered with a club affiliated to a Division One Union and is either:
- (i) named in the New Zealand Secondary Schools representative squad announced during the Contract Year in which the Transfer Period commences; or
- (ii) named in any New Zealand Secondary Schools representative squad announced during the Transfer Period.

6.2 A Division One Captured Player may Transfer to an Air New Zealand Cup Union during the Transfer Period using the Player Movement Form attached as Schedule 2. For the avoidance of doubt, no Transfer is required where a Division One Captured Player moves to another Division One Union and clause 4.2 will not apply.

6.3 A Player who is a party to an agreement with a Division One Union may only Transfer following the expiry of that agreement.

6.4 A Development Compensation Fee may be payable where a Division One Captured Player Transfers to an Air New Zealand Cup Union. The maximum Development Compensation Fee in these circumstances is as follows:

Category of Player	Maximum Development Compensation Fee
"Division One" as defined in 6.1(a)	\$15,000
"New Zealand Under 21" as defined in 6.1 (b)	\$20,000
"New Zealand Under 19" as defined in 6.1 (c)	\$15,000
"New Zealand Secondary Schools" as defined in 6.1 (d)	\$10,000



- 6.5 Where a Division One Captured Player wishes to Transfer to an Air New Zealand Cup Union there are two alternatives available to the Transferring Union:
- (a) The Transferring Union may agree a Development Compensation Fee with the Captured Union to be paid at the time the Transfer takes place during the Transfer Period; or
 - (b) The Transferring Union may agree at the time of the Transfer to pay the Captured Union a Development Compensation Fee for that Division One Captured Player in the event that the Transferring Union contracts that Player on a Provincial Union Contract or Provincial Union Development Contract during the Contract Year in which the Transfer Period finishes. For the avoidance of doubt:
 - i. the amount of such Development Compensation Fee need not be determined at the time of the Transfer; and
 - ii. the Development Compensation Fee will be payable at the time the Player enters into a Provincial Union Contract or Provincial Union Development Contract.

In the event the Transferring Union cannot agree the amount of the Development Compensation Fee with the Captured Union the maximum Development Compensation Fee will be payable.

- 6.6 In the event a Development Compensation Fee is payable by a Transferring Union, whether at the time of the Transfer or at the time the Player is contracted by the Transferring Union, the Transferring Union shall deposit the agreed Development Compensation Fee (plus GST) in the NZRU Transfer Account by no later than 10 working days after the Transfer or 10 working days after the Player is contracted by the Transferring Union.
- 6.7 In the event a Transferring Union fails to pay to the NZRU any agreed Development Compensation Fee the NZRU may deduct the amount from the next NZRU grant due to be paid to the Transferring Union.
- 6.8 The NZRU shall within 10 working days of receiving any Development Compensation Fee, or deducting it from any NZRU grant, pay the full amount to the Captured Union.

7 NOTIFICATION OF TRANSFER

- 7.1 No Transfer of a Player will be recognised by the NZRU unless a Player Movement Form as set out in Schedule 1 or 2 has been submitted to the NZRU.
- 7.2 All Player Movement Forms must be submitted to the NZRU prior to the end of the Transfer Period.
- 7.3 At the end of the Transfer Period the NZRU shall notify all Provincial Unions of all Transfers that occurred during that Transfer Period whereupon any Player will no longer be captured by his Captured Union and shall be entitled to be selected and play for the Playing 22 of the Transferring Union from the date of such notification.

Part 3 • General

8 CHANGES TO REGULATIONS

- 8.1 These Regulations have been developed pursuant to the Collective Agreement.
- 8.2 In the event the NZRU wishes to make amendments to these Regulations it must comply with the following process:
- (a) in the first instance, the NZRU must meet with the RPC and attempt to obtain its agreement to any amendment;
 - (b) if the RPC withholds agreement, the NZRU may proceed to make the amendment (provided that, in that event the RPC may seek to rely upon the problem resolution provisions of the Collective Agreement).

9 BREACH OF REGULATIONS

- 9.1 Any breach of these Regulations by a Provincial Union will be dealt with by the NZRU in accordance with clause 14 of the *NZRU Domestic Competition Regulations*.
- 9.2 Prior to reaching a conclusion that there has been a breach of these Regulations, the NZRU will notify the RPC of the nature of the alleged breach and provide the RPC with access to any information and an opportunity to have input into the investigation of any alleged breach, including any submissions RPC wish to make about penalty.

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**PLAYER MOVEMENT FORM
AIR NEW ZEALAND CUP CAPTURED PLAYER**

1. Player Details *(Player to complete)*

Name:
(First name/s) *(Surname)*

(a) Captured Union:

(b) Transferring Union:

Status during the Transfer Period (tick relevant option/s):

- Provincial Union or Provincial Union Development Contract
- Rugby Academy Member
- New Zealand Under 21 Representative
- New Zealand Under 19 Representative

This Transfer will take effect from:
(Transfer Date)

.....
(Signature of Player) *(Date)*

2. Details of Transfer *(Provincial Unions to complete)*

We, the Provincial Unions specified below, agree that the above named Player will Transfer in accordance with the NZRU Player Movement Regulations. From the Transfer Date the Player will be eligible to play for the Transferring Union in the Air New Zealand Cup or Division One Competition. If this form is agreed by all parties and notified to the NZRU before the Super Rugby Eligibility Date this Transfer will be taken into account for the Super Rugby Selection Process, regardless of the Transfer Date.

Name of Captured Union:

.....
(Signature of Authorised Person from the Captured Union)

Name: Position: Date:

Name of Transferring Union:

.....
(Signature of Authorised Person from the Transferring Union)

Name: Position: Date:

For Office use only:

1. *Date Form received:*
2. *Agreed Transferring Union:*

PLAYER MOVEMENT FORM • DIVISION ONE CAPTURED PLAYER

1. Player Details (Player to complete)

Name: (First name/s) (Surname)

(a) Captured Union:

(b) Transferring Union:

Status during the Transfer Period (tick relevant option/s):

Table with 3 columns: Representation Category, Maximum Development Compensation Fee, and checkbox. Rows include Division One Provincial Union Representative (\$15,000), New Zealand Under 21 Representative (\$20,000), New Zealand Under 19 Representative (\$15,000), and New Zealand Secondary Schools Representative (\$10,000).

This Transfer will take effect from: (Transfer Date)

..... (Signature of Player) (Date)

2. Details of Transfer (Provincial Unions to complete)

We, the Provincial Unions specified below, agree that the above named Player will Transfer in accordance with the NZRU Player Movement Regulations. From the Transfer Date the Player will be eligible to play for the Transferring Union in the Air New Zealand Cup. If this form is agreed by all parties and notified to the NZRU before the Super Rugby Eligibility Date this Transfer will be taken into account for the Super Rugby Selection Process, regardless of the Transfer Date.

Name of Captured Union:

..... (Signature of Authorised Person from the Captured Union)

Name: Position: Date:

Name of Transferring Union:

Either: (Delete if not applicable)

In accordance with clause 6.5(a), the Transferring Union agrees to pay by way of a Development Compensation Fee at the time of the Transfer of this Player.

Or:

In accordance with clause 6.5(b), the Transferring Union agrees to pay a Development Compensation Fee in the event that the Transferring Union contracts that Player on a Provincial Union Contract or Provincial Union Development Contract during the Contract Year in which the Transfer Period finishes.

..... (Signature of Authorised Person from the Transferring Union)

Name: Position: Date:

For Office use only:

- 1. Date Form received:
2. Agreed Development Compensation Fee:
3. Agreed Transferring Union: