

BUCS MATCH APPEAL DECISIONS 2022-23

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To aid transparency of BUCS's disciplinary processes, upon the conclusion of initial, full and final appeal hearings, BUCS publishes a summary of each case, including the findings and penalties imposed. Published cases do not carry the names of any institution/Playing Entity or individuals involved.

This document contains summaries of all match appeals ruled on in the 2022-23 season to date. Where there is a gap in the numbering, this is because an appeal was withdrawn before it was ruled on.

Please note: A) Whilst these case summaries may be helpful for institutions/Playing Entities to refer to when considering whether to submit an appeal, and the BUCS Appeals Panel/Disciplinary Panel will refer to previous cases of a similar nature when making a ruling, it is important to note that every case is different and so however similar cases may seem, no specific outcome is guaranteed.

B) The rules and regulations stated herein are valid at the time of publication and remain subject to future review and potential amendments.

Appeal Number: 1

Type of Appeal: Initial

Sport: Rugby Union

League (Tier only)/Knockout (Level only): Tier 3

Regulation(s): [RUU 10.5.2](#), [REG 11.2.8](#)

Decision: Rejected – Result to Stand

Justification of decision: The Home Team have raised an Appeal for this fixture citing regulation [RUU 10.5.2](#), claiming that “Prior to the match, our captain and coach were made aware that The Away Team had arrived with a team of 23 players to participate in the match in contravention of [RUU 10.5.2](#). When contacted by our team, I advised them to see if The Away Team would agree to not playing the 23rd player not listed on the team sheet. As such, during the team sheet approval process, The Away Team were made aware of this and agreed to only play with 22 players and that they would not play the 23rd player as theirs was the name not listed on the BUCS Play team sheet.”

“During warmups however, our club was concerned when they saw all 23 The Away Team players warming up for the match and that they still requested permission from the referee to field a squad of 23 players. As a result of this and out of the belief that The Away Team did indeed intend to use, or at least retain the ability to use or select from an extra replacement, our team completed the attached playing under protest form, kick-off was delayed by a couple of minutes and the match did not commence until the form was completed.”

“Shortly after the start of the match, a The Away Team player (full back wearing number #) sustained an injury [REDACTED] and had to leave the field of play. At this point, the 23rd player entered the match.”

In their response The Away Team said “it is important to note my team never intended to break any rules and they were 100% under the impression they could field a team of 23 players, but when they were told otherwise they made a conscious and quick effort to rectify this within BUCS rules and it was all sorted before kick off and then put on BUCS in line with the conversations between the two teams 1 minute after kick off.”

“Due to the information given to myself about the rules it was not right for us take the bottom player off the team sheet...so I told the team that they needed to choose someone to take off which did not effect this rule and talk to the team before anything is done.”

“Throughout the whole game Player X at no point stepped onto the pitch to play, kept a bib on, and had her coat on which is what I explained to their coach”.

It is important to note that the regulation quoted – [RUU 10.5.2](#) – refers to the maximum numbers of players teams are permitted to field in their chose team for the day, but there is no specification regarding how many players can warm-up pre-match. Throughout BUCS competitions there will often be cases of teams taking larger travelling squads, with them then selecting their final chosen numbers when completing the team sheet process of [REG 11.2](#) before the match starts.

Under [REG 11.2](#) and subsections both institutions were required to verify (either approve or dispute) the team sheets prior to the match starting. If there were concerns with the players listed on the team sheets, the team sheet should have been rejected before the start of the fixture alongside a playing under protest form being completed. However, the Home Team did not follow the correct procedure, only rejecting the team sheet at 14:41 – which was after the fixture had started.

For not following the procedures of [REG 11.2](#) correctly, under [REG 11.2.8](#) The Home Team therefore cannot appeal in this regard. “Institutions/Playing Entities not completing team sheets adequately will not be able to appeal in this regard.”

The Appeal is therefore Rejected, and the result will stand with the Home Team paying the £50 Lodging Fee.

Appeal Number: 2

Type of Appeal: Initial

Sport: Volleyball

League (Tier only)/Knockout (Level only): Premier

Regulation(s): [REG 10.2](#), [REG 10.6](#), [REG 10.6.2](#), [REG 12.7](#), [REG 15.3](#), [REG 15.7](#), [REG 15.8.5](#), [REG 15.8.5.3](#), [VOL 5](#), [Appendix 5](#)

Decision: Accepted – Walkover to Away Team

Justification of decision: The Away Team have raised an Appeal for this fixture citing [REG 10.2](#) and [REG 10.6](#), stating that “Following the match, The Home Team SU confirmed that one of the appointed referees does not hold a refereeing qualification, and this was known at the time of appointment, contravening the Appendix 5 match official requirements for Volleyball”. The Away Team cited concerns with the officiating which led them to query the officials with The Home Team following the match. In support of their appeal The Away Team provided a copy of an email trail between staff at the two institutions in which it was confirmed by The Home Team that the second referee was not qualified as well as a photograph of the match scoresheet.

The Home Team replied via email to the appeal being forwarded to them by BUCS saying: “We didn’t have the correct level of qualified officials in place. We should have informed the opposition of the fact we only had one qualified official in place as soon as we were aware of the situation. The club felt they were acting in good faith with regards to National league reg D4. Xii, which states if a referee is not appointed or drops out at the last minute, the remaining referee is able to appoint a competent replacement”. They also attached proof of Referee X being a qualified Grade 4 referee registered with Volleyball England.

It was noted by the Panel that The Home Team did not respond on a BUCS Initial Appeal Response Pro Forma (Appendix 12c), which is a requirement under Regulation [REG 15.8.5](#). Therefore, any information provided in the email response could not be used when coming to the decision.

The Away Team followed the correct procedure under regulation [REG 15.3](#) and first directed to the opposition the opportunity to resolve the issue without formal appeal. After requesting an extension and response from The Home Team, The Away Team decided to submit an Initial Appeal. Under [REG 12.7](#), as this information came to light after a fixture had been completed, a match appeal can be submitted without a Playing Under Protest form.

BUCS does not follow the Volleyball England National League rules, and under REG 10 and VOL 5, The Home Team were required to appoint officials as per Appendix 5. If The Home Team were unable to fulfil this requirement, they were required to follow the relevant process under [REG 10.6](#)

or to seek agreement for an alternative arrangement with The Away Team using REG [10.7](#). As this was not the case, and The Away Team were not informed of The Home Team not having the right officials in place, then under [Regulation 10.6.2](#), The Home Team must forfeit the match and concede a walkover.

By not following [Regulation 15.8.5](#) to correctly submit the response, The Home Team have failed to respond in the time specified. As such, in accordance with [REG 15.8.5.3](#), The decision reached was based on the facts presented and The Home Team may not subsequently appeal the decision reached.

The Appeal is Accepted, and the result will be Changed to 'Win by Walkover' for The Away Team, with The Home Team paying the £50 Lodging Fee.

Appeal Number: 3

Type of Appeal: Initial

Sport: Rugby

League (Tier only)/Knockout (Level only): Tier 4

Regulation(s): [REG 11.1.4](#), [REG 11.2](#), [REG 11.2.5](#), [REG 11.2.6](#), [REG 12.1](#), [REG 12.1.1](#), [REG 12.3](#), [REG 12.3.1](#), [REG 15.5](#), [REG 15.6](#), [RUU 5.3.1](#)

Decision: Rejected – Result to stand

Justification of decision: The Away Team have raised an Appeal for this fixture citing [REG 11.2 and 11.2.5](#), claiming that they had “concerns over the eligibility of individuals of the Home Team’s Rugby team as their 1st team was not playing in this round of fixtures” and that “Team sheets were not completed before the game by The Home Team meaning we could not cross-check the profiles prior to the game to see if it was 1’s or 2’s players competing in the fixture”

In their response, The Home Team said “If they had checked team sheets this would have been something they wanted to query earlier but have not until mid-way through the game and means they have not followed guidance under [REG 11.2](#). They also are not entitled to appeal this as they have filled out the Playing Under Protest Form after the game. This breaches REG [12.1.1](#). The playing under protest form is also incomplete – as per BUCS [Reg 12.3](#), a playing under protest form must include certain essential information, including the name of the institution playing under protest and the venue of the fixture... Furthermore, [Reg 15.5](#) states that appeals relating to team selection must include the naming of specific individuals and the reasons for questioning their legitimacy as a minimum. As I can see from the appeal, they have failed to name any specific individuals, or even provide their playing number”.

Under [REG 11.2/REG 11.2.6](#), The Away Team were required to approve or dispute the Team Sheet before the start of the fixture. According to BUCS Play, The Away Team did not dispute the Team Sheet until over an hour after the scheduled end of the match and an hour after the Playing Under Protest form supplied had been signed (also after the scheduled end of the match). The team sheet lists 18 Home Team players. [REG 11.2.8](#) states that “Institutions/Playing Entities not completing team sheets adequately will not be able to appeal in this regard. A team not seeking to check an opposition’s eligibility prior to the fixture and/or not completing a team sheet adequately cannot appeal in this regard. The Playing Under Protest and appeal regulations apply, that is as soon as a grievance is noted

before or during a fixture a Playing Under Protest form must be completed immediately. Only when adequate steps have been taken and a grievance comes to light post-fixture is an appeal valid without a Playing Under Protest form.”

[REG 12.1](#)/[REG 12.1.1](#) are clear that institutions are required to Play Under Protest at the time they are aware of conditions that do not adhere to the rules and regulations and if they do not, they are deemed to have accepted the conditions of play and “can therefore not later ‘play under protest’ regarding them, nor submit a match appeal ([REG 15](#)) based on those grounds.” The Away Team state that “Teamsheets were not completed before the game by The Home Team” but also that they “played under protest towards the end of the game”.

Under [REG 15.5](#), The Away Team should have contacted The Home Team prior to lodging the appeal, naming the individuals and the reasons for questioning their legitimacy and allowing them the opportunity to resolve the issue without a formal appeal. It is noted that the The Away Team IA states that they were due to be on annual leave the following day, but an extension to the appeal deadline could have been sought and/or another staff member tasked with covering this matter in their absence to enable [REG 15.5](#) to be followed.

Under [REG 15.6](#), institutions lodging an appeal are responsible for ensuring that their submissions are comprehensive and concise. In their appeal The Away Team have not named any individual players they believe were not eligible to play for this team, only stating they had “concerns over the eligibility of individuals”.

The Panel noted that both institutions submitted the Playing Under Protest Form, however they were not identical – with additional information on the Away Team copy. The form was missing some essential information required under [REG 12.3](#) and completed after the fixture and not when the grievance was noted. Therefore, under [REG 12.3.1](#) the Playing Under Protest Form is insufficient to support any match appeal.

The Appeal is therefore Rejected, and the result will stand with The Away Team paying the £50 Lodging Fee.

It is also worth noting, that at such an early stage in the season, there may still be movement of some individuals between teams as form is assessed, covering for injuries etc., before normality has been achieved under [REG 11.1.3](#).

Appeal Number: 4

Type of Appeal: Initial

Sport: Basketball

League (Tier only)/Knockout (Level only): Tier 1

Regulation(s): [REG 10.5](#), [REG 10.7](#)

Decision: Appeal Accepted – Walkover to the Away Team

Justification of decision: The Away Team have raised an Appeal for this fixture citing Regulations [10.5](#), claiming that the “Umpire was father of two The Home Team players, contravening the ‘being closely related to any member of the club.’ In Violation of [Appendix 5](#) BUCS Basketball Tier 1 Neutrality requirements”. In their response, The Home Team said “Our team are adamant there was nothing contentious that went in their favour due to the connection to the referee – it was absolutely an error in applying the regulations for tier 1 and just want to be clear that the appointment was not made with any underhand/malicious intent... the appointment has been put down to a knowledge gap from the years our M1s were in Tier 2 so they were able to save costs by keeping referees within the club and their network as is permitted at Tier 2 and below.” As stated in ‘[Appendix 5](#) BUCS Match Officials Requirements’, the Home Team were required to appoint a neutral official for this Tier 1 fixture. Under [REG 10.5](#) Definition of neutrality, this official should not have been “closely related to any member of the club”.

As The Away Team have not followed regulation [10.5](#) or attempted to follow [10.7](#), where if agreed in writing beforehand, the two institutions can play with a non-neutral, the Panel's decision is to Accept this Appeal.

The result will be changed to Walkover Win to The Away Team with The Away Team paying the £50 Lodging Fee.

Appeal Number: 5

Type of Appeal: Initial

Sport: Water Polo

League (Tier only)/Knockout (Level only): Tier 1

Regulation(s): [WAT 4](#), REG [12.1.1](#), REG [12.3.2](#), REG [12.3.2.1](#)

Decision: Rejected – Result to Stand

Justification of decision: The Away Team have raised an Appeal for this fixture citing Regulations [WAT 4](#), claiming that “The Home Team failed to appoint 2 refs for the game as per BUCS regs and [Appendix 5](#)”.

In their response, The Home Team said “The Away Team had raised concern regarding only one official being present via social media. The Home Team president stated that this should not be an issue as we have played fixtures before with just one referee (where other universities have felt has always been fair and understand that it is very difficult to find 2 refs due to a shortage in the area)”.

The Away Team provided a Playing Under protest Form, which they say The Home Team refused to sign, but The Home Team have noted on the form that they were given the PUP Form to sign at half time. The Panel also noted that The Away Team themselves have signed the form after the fixture began.

The Away Team arrived at the fixture with the knowledge that The Home Team had only appointed one official (as evidenced in social media posts). The Away Team also began playing the fixture with one official. Under REG [12.1.1](#), “if a team travels to, begins or continues a fixture with knowledge of conditions that amount to a breach of regulations but fails to complete a Playing Under Protest form they are deemed to have accepted the conditions of play and can therefore not later ‘play under protest’ regarding them, nor submit a match appeal ([REG 15](#)) based on those grounds”.

As The Away Team did not complete the form before the fixture began, they have accepted the conditions of play, and therefore the Panel's decision is that the Appeal is Rejected. The result will stand with The Away Team paying the £50 Lodging Fee.

The Panel also highlighted to The Home Team, Under Regulation [12.3.2.1](#), refusal to sign a Playing Under Protest Form, may result in a charge of misconduct being raised against the institution.

Appeal Number: 6

Type of Appeal: Initial

Sport: Volleyball

League (Tier only)/Knockout (Level only): Tier 3

Regulation(s): REG [10.6](#), REG [12.3.1](#)

Decision: Accepted – Walkover to Away Team

Justification of decision: The Away Team have raised an Appeal for this fixture citing [Regulations 10.6](#), there was a “Failure to obtain officials. Failure to obtain the appropriate Match Official as per [Appendix](#)

5. The 2nd official was not grade 4, we believe unqualified, and we were not notified. The Home Team confirmed he was not a grade 4 official.

The team believe that this affected the outcome of the game.

In support of their appeal, The Away Team provided a Playing Under Protest Form. After reviewing the Form, The Panel noted that it did not have the time when the form was signed, and therefore no indication as to when The Away Team realised this was an issue and began playing under protest or if this was completed after the fixture. As this was incomplete, under [Regulation 12.3.1](#) this cannot be used to support an Appeal.

The Away Team did request an extension to submit the appeal, so the Panel believe that The Away Team was not aware that the official was unqualified during the fixture.

In their response, The Home Team said “We admit to failing to obtain a second match official as per BUCS regs, it is the club’s responsibility, and this was not communicated by me to them on Wednesday. The Club President stepped in as the second official for the fixture to make sure it went ahead alongside the first official. The problem, I am aware in hindsight, is that it wasn’t communicated to either me or to The Away Team before the fixture went ahead. The Home Team does not feel that this has a material effect on the outcome of the game”.

The Home Team have admitted they failed to obtain a second match official for this fixture and did not communicate this with The Away Team, and therefore under [REG 10.6](#), The Home Team forfeit the affected match.

The Appeal is Accepted, and the result will be changed to Walkover Win to The Away Team with The Home Team paying the £50 Lodging Fee.

Appeal Number: 7

Type of Appeal: Initial

Sport: Football

League (Tier only)/Knockout (Level only): Conference Trophy

Regulation(s): [REG 11.1.3](#), [REG 11.1.7](#), [REG 11.2](#), [REG 11.2.6](#), [REG 11.2.8](#), [REG 11.2.9](#), [REG 11.2.10](#), [REG 12.1](#), [REG 12.1.1](#), [REG 12.3.2](#), [REG 12.3.2.1](#), [REG 12.7](#), [REG 15.5](#), [REG 15.6](#), [REG 15.7](#)

Decision: Rejected – Result to Stand

Justification of decision: The Home Team have raised this appeal citing [REG 11.1.3](#) and [REG 12.3.2.1](#), arguing that The Away Team played a “Player X” who “plays regularly for the 1st Team at The Away Team” which they believed to be a breach of [REG 11.1.3](#). With regards to [REG 12.3.2.1](#), The Home Team state that their captain “approached Player X...and asked the team to sign the form which they refused to do and ignored” adding that their team “did not realise he was a first team player until after the game had finished”.

In support of their appeal, The Home Team provided a copy of a playing under protest form. This form was not signed by The Away Team and was not signed by The Home Team until 16:13. The Home Team also provided a photograph of the individual they allege to be Player X and screenshots of BUCS Play showing that Player X is the registered Captain for The Away Team Men’s 1s and is listed in their squad.

In their response, The Away Team state that “Player X is a 1st team player and went to the match to watch the 5th team, as his 1st team match had been cancelled due to a frozen pitch.” Adding that he was “included on the team sheet due to an admin error, as the 5th team captain mistakenly put

everyone who travelled to the match on the team sheet. You can see from previous team sheets that he has never been on a 5ths team sheet before.”

The Away Team argue that “The fact that our 5th team put Player X on the team sheet, when he is on previous 1sts team sheets shows to us that they were not trying to cheat, as this is very easy for opponents to check and catch, as opposed to just playing him under another name.” The Away Team add that “The Home Team’s had 90mins to take a photo of Player X playing in the fixture, yet the only photo they have is of him is at the minibus, which clearly shows that they are trying to take advantage of the admin error and the fact that he was at the match to try and claim the win.”

The Away Team also add that it has been brought to their attention that “The Home Team may have broken this reg themselves by playing their 3rd team as their 5th team”, providing a copy of a screenshot between the team captains which they state shows the Home Team captain admitting that “their 5ths on BUCS Play is actually their 3rds.” The Away Team further add that they do not believe that The Home Team followed [REG 11.2](#), stating “It is clear that The Home Team did not follow this reg, as our team was not confronted before the match, our SU was not contacted about this before the match and the PUP form was not completed until after the fixture at 4.13pm.”

The Away Team reference [REG 12.1.1](#), stating that “Our team were not approached to complete a PUP form at any point and were not made aware of any issues until The Home Team’s SU contacted us after the match. As The Home Team did not approach our team to complete the PUP form and even the form that they did complete without our team’s knowledge wasn’t completed until after the match at 4.13pm, they have broken this reg and therefore accepted the conditions of play and can’t play under protest.” The Away Team add that their team were not in breach of [REG 12.3.2.1](#) as they deny that The Home Team “approached them at any point to sign the PUP form”.

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the appeal is rejected, and the result of the match shall stand.

The Panel checked on BUCS Play and the Away Team sheet for this match has not been either approved or disputed by The Home Team. As such, The Home Team are found to have not met [REG 11.2](#) and [REG 11.2.6](#) and therefore under [REG 11.2.8](#) cannot appeal regarding The Away Team’s team selection.

Had The Home Team approved the team sheet with Player X on it, then his selection could have been appealed, but by not confirming this by approving the team sheet, The Home Team forfeit this opportunity.

With regards to the points around playing under protest, The Home Team would not have been required to play under protest regarding [REG 11.1.3](#) prior to the match if they were not aware of Player X being in breach of this at the time. As such, if this issue only came to their awareness after the match then they could appeal regarding it (if they had completed the team sheet process correctly) as it is not reasonable to expect teams to have checked the selection history of all opposition players when conducting team sheet checks. Whilst a PUP form is not required to be completed for post-match issues, with regards to The Home Team’s allegation that The Away Team refused to sign a PUP form, [REG 12.3.2](#) is clear that when a team refuses to sign, their Athletic Union (or equivalent) should be informed immediately and subsequently the opposition and BUCS.

The Appeal is therefore rejected, and the result will stand with The Home Team paying the £50 Lodging Fee.

However, as part of reviewing this appeal, The Away Team’s team sheets were reviewed to check the selection history of Player X and through this it was identified that several team sheets were missing. As a result, The Away Team will be facing sanctions for these missing league team sheets in accordance with [REG 11.2.9](#) – 1 league point deductions for those teams missing 3 team sheets (1s, 2s, and 3s) and written warnings for those missing 1-2 team sheets (4s and 5s).

The Panel would also like to respond to The Away Team’s allegation that The Home Team may have broken [REG 11.1.3](#) – which did not reference any individuals. The Home Team have ring fenced teams

under [REG 2.6.7](#), meaning that [REG 11.1.7](#) applies to them. Of The Home Team's five men's football teams entered in BUCS, the 2s and 4s are designated as '(Barts)', which are teams from their medical school, leaving their 1s, 3s, and 5s who would internally refer to themselves as 1s, 2s, and 3s within their own club.

Appeal Number: 8

Type of Appeal: Initial

Sport: Futsal

League (Tier only)/Knockout (Level only): Premier

Regulation(s): [REG 9.2.1](#), [REG 9.6](#), [REG 9.9](#), [REG 13.7](#), [REG 13.7.1](#), [REG 14.1](#), [REG 14.1.1](#), [REG 14.3.6](#), [REG 15.1](#)

Decision: Appeal Rejected – Result (Walkover) to Stand

Justification of decision: The Away Team have raised this appeal against the walkover claimed by The Home Team, stating that "The Away Team and The Home Team had agreed verbally on the day for the outstanding fixture to be postponed and played at a later date." The Away Team added that they "expected the fixture to be rearranged in good faith, and consequently contacted The Home Team in writing to make reasonable efforts to suggest alternative dates to get the fixture played." and that "The Home Team did not respond to these email requests, and instead confirmed they would be claiming a walkover" which The Away Team feel "breaches reasonable requests to get the fixture played."

The Away Team also stated that "the walkover was submitted to BUCSplay without any notification in writing or otherwise to The Away Team. The Away Team office staff only spotted that the walkover had been submitted when viewing the league table, a week later."

The Away Team argued that under [REG 15.1](#) there is a lack of grounds for a walkover as "both teams had agreed to postpone the fixture to a later date, in good faith" and "there was no mention of the intention to submit a walkover should The Away Team not complete the fixture." The Away Team added that when their team arrived at the venue at 11:15 "there were only 3 The Home Team players there who were visibly distraught due to a car accident that had occurred with the rest of their team members. The Home Team vice-captain stated to the Away Team captain, that they would not be playing any fixtures today due to the unforeseen circumstances. The Away Team understood this and in the spirit of sportsmanship agreed verbally that the fixtures could be played on another date, as this was out of The Home Team's control. Consequently, The Away Team and Team C agreed to bring their fixture forward to 12pm and called their bus driver to request an earlier pick up due to the reduction in fixtures taking place which meant they would no longer finish at 5pm."

The Away Team continued: "Following the conclusion of The Away Team's fixture against Team C, The Home Team requested that The Away Team stay to play all the previously scheduled fixtures, as the rest of the Home Team squad had now arrived." The Away Team stated that both they and Team C "had already altered their travel plans based on the Home Team's earlier request to postpone their fixtures" but that there was "enough time for Team C to play their fixture against The Home Team ahead of their adjusted train tickets, and for The Away Team to play one fixture against The Home Team ahead of their adjusted bus pick up time."

The Away Team state that their team therefore "agreed to let Team C fulfil their fixture against The Home Team first" and that then following this they "played The Home Team in the first of the scheduled two fixtures for this round robin". However, The Away Team add, as their bus "had already been called earlier in the day when The Home Team said that they would not be playing any of their fixtures, there was not enough time remaining to fulfil the second The Home Team fixture" and that The Home Team did not suggest they would be claiming a walkover for this outstanding fixture.

The Away Team also refuted The Home Team's suggestion that they were in breach of [REG 9.6](#) or that their team or captain told The Home Team that they were only playing once as "they were told it was a double header game (1 game worth 6 points)", highlighting that their return travel was booked for 6pm

on the basis of fulfilling all scheduled fixtures. In response to the alleged breach of [REG 9.9](#), The Away Team stated that their IAs “were not able to notify The Home Team of the reasoning for not playing the last fixtures, as this fixture took place during out-of-office hours” adding that their captain had “verbally agreed with The Home Team’s captain, before playing their first fixture against The Home Team, that they would not be playing the last fixture” due to the events mentioned and “would look to play this at the next round robin in [REDACTED]”.

The Away Team also highlighted that The Home Team did not originally follow [REG 13.7.1](#), having put a walkover on BUCS Play before sending any written confirmation of the claim of the walkover, which only came after they contacted The Home Team about it and BUCS staff were involved.

In support of their appeal, The Away Team provided a copy of their transport booking, an email from the transport company confirming that on the day the driver was asked to bring the pick-up time forward and that they departed at 15:45, emails showing their efforts to agree a rearrangement with The Home Team following the fixture date, and an email trail before the fixture date between the two institutions discussing fixture arrangements.

In their response, The Home Team stated that their team “were available and ready to play the game due to KO at 3.15pm, as was the hall and referees. Despite this, The Away Team walked away from the fixture and refused to play. We are unsure as to why the Away Team came to this conclusion.”. The Home Team added that they “appreciate both Team C and The Away Team’s patience with the swap of the first two games, due to the car accident that occurred earlier that morning. However, The Home Team had allowed for unforeseen circumstances in the schedule, as per the 15 min break between games. By X time, the fixtures were back on track and all due to be played by 5pm that day.”

The Home Team continued: “The Away Team changed their bus booking to an earlier time and left, hence why the fixture was unable to be played. Whilst The Home Team appreciate The Away Team’s patience in the morning, The Home Team feel that a walkover is just as they were ready to play the fixture as scheduled. We note that [REDACTED] also changed their train bookings, however, as both of their games were brought forward, this is unsurprising, as there was no need for them to stay for the final The Home Team vs The Away Team game which was due to KO at 3.15pm.”

The Home Team argued that: “There was no agreeance of postponing the final fixture between The Away Team and The Home Team. The Away Team travelled to The Home Team under the assumption that one game would be played and would be worth 6 points, the Away Team captain had expressed this is what she was told but had no evidence backing it.”

The Home Team provided a Playing Under Protest form which they state they filed out after their first fixture as they were “not happy The Away Team left without playing the fixture” and stated that “no verbal consent was given about the possibility of playing this fixture at a later date.”. They also provided a screenshot of an email showing the fixture schedule for the day. The PUP form is not considered valid however as it has been completed digitally so is not clear whether it was signed by The Away Team.

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the Appeal against the walkover claimed by The Home Team is rejected.

[REG 9.2.1](#) states that all league matches “must take place on the fixture date as set by BUCS, unless agreed by both institutions/Playing Entities to move the fixture to an alternative date in writing (once agreed, BUCS Play must be updated immediately) or by way of an accepted fixture change request on BUCS Play.” Neither institution provided evidence of such a written agreement. Save for where such agreement is made, institutions would otherwise only be obliged to rearrange a fixture where required by the regulations, for example having to postpone a fixture for one of the reasons under [REG 14.1.1](#).

The Panel do not believe that the fixture was postponed under [REG 14.1.3](#), nor that there is any evidence of a condition that would fall under [REG 14.1.1](#) warranting this.

There are contradicting statements from both institutions with regards to conversations had on the day around the scheduled fixtures and why some were moved and whether this fixture in question was agreed to be postponed. Ultimately though, there is no evidence that the two teams or institutions agreed that any matches would not be going ahead on the day. Without this or any evidence that the

fixture would qualify as postponed under [REG 14.1.1](#), the fixture is expected to have been played as scheduled and the reason that this did not happen was because the Away Team departed at the time of the scheduled kick-off.

As such, whilst the Panel understands The Away Team's position based on their understanding of events and desire to play the match, The Home Team are deemed to not be obliged to rearrange the fixture and thus within their rights to have claimed the walkover for The Away Team having not fulfilled the match as scheduled.

It is noted that The Home Team originally put a walkover on BUCS Play before claiming it in writing, however this does not preclude them from subsequently having claimed it correctly. The Home Team are however reminded that in future a walkover should not be put on BUCS Play until it has been correctly claimed under [REG 13.7.1](#).

The appeal is therefore rejected, and the walkover will stand with The Away Team charged the £50 Lodging Fee.

The Panel would also like to note that from the evidence provided, as well as having put a walkover on BUCS Play without first informing The Away Team, it was disappointing that The Home Team did not appear to respond to The Away Team's requests to discuss the possibility of rearranging the fixture. Even if The Home Team did not wish to agree to this, it would be expected that members would engage with each other to help bring matters to swifter conclusions as a general matter of courtesy to one another.

The decision of the Panel to uphold the walkover also did not preclude the two institutions from still agreeing to fulfil this fixture, should they both have wished.

Appeal Number: 9

Type of Appeal: Initial

Sport: Golf

League (Tier only)/Knockout (Level only): Premier

Regulation(s): [REG 12.1](#), [REG 12.1.1](#), [REG 12.3](#), [REG 12.3.1](#), [REG 12.4](#), [REG 15.6](#), [GOL 4.1](#),

[GOL 4.2.4](#)

Decision: Appeal Rejected – Result to Stand

Justification of decision: The Away Team have raised this appeal citing [GOL 4.1](#), arguing that the course "did not meet the minimum course yardage on the day". The Away Team stated that: "Changes were made to two holes which were not communicated to the Away Team. The Home Team coach or team did not at the start of the game tell the team of any changes, so the Away Team were unable to discuss what action to take or to be prepared. They felt this impacted on their game."

In support of their appeal, The Away Team provided a copy of a Playing Under Protest Form, referring to this in their submission as follows: "The Playing Under Protest Form was completed at the end of the game as it was impossible to complete mid game and the issues only came to light after the game had commenced."

In their response, The Home Team stated that they "acknowledge that hole 5 was played as a shorter yardage" however they added that they "were not made aware of this by grounds staff despite our coach requesting full tees to be played the evening before the fixture" and that their players "became aware of the issue at the same time as The Away Team" and that at that point "neither team asked for the fixture not to go ahead". In support of this, The Home Team provided a screenshot of messages between their coach and the venue.

The Home Team raised that the Playing Under Protest Form should be rejected under [REG 12.3.1](#) as it is required that the form captures "essential information including venue" which was not detailed on

the form provided. The Home Team also referenced [REG 12.1.1](#), noting that the PUP Form was not completed “at the time which The Away Team first became aware of the conditions”. The Home Team added that “the Away Team captain filled out the playing under protest form at hole 10, when he was down 5 against our captain and not at the point in which the course issues would have been apparent. Subsequently, other individuals from The Away Team’s team played the same hole alongside The Home Team students (hole 5) without notifying The Home Team that they had an issue with the yardage”.

The Home Team further argued that as the fixture was “completed under the same conditions for both teams without them pausing to complete a PUP form, it should be deemed that both teams were happy to complete the fixture”. Adding that if either team had declared an issue with the shortened tee “there would’ve been an opportunity to play another hole twice as per [GOL 4.2.4](#)”. The Home Team concluded their response by highlighting that “all conditions were the same for both teams and no advantage was gained” and that in their view the result should therefore stand.

Having reviewed the submissions and the regulations, the decision of the Panel is that the appeal is rejected, and the result of the match shall stand.

Based on the submissions, The Away Team were aware of the issues during the match but did not complete a Playing Under Protest Form at this time. The Panel do not accept the argument that it was “impossible to complete mid game” and no specific reasons are given to as why this might be the case. Once the first member of the team was aware of the issue, the match should have been paused to enable completion of the form.

It is also noted that the form does not meet the requirements of [REG 12.3](#) to support an appeal. The Home Team noted the missing venue, however the Panel identified that there is no time of signing for the Home Team captain which is critical to proving when the form was presented to them/when they signed it. The only time of signing is for the Away Team captain which was 15:10.

The Away Team are therefore deemed to have accepted the conditions of play, the appeal is therefore rejected, and the result will stand with The Away Team paying the £50 Lodging Fee.

The Panel also wished to note that The Away Team did not provide any supporting evidence to back-up the claims in their appeal, such as photographs or videos of the tee in question, or confirmation from the course that the holes on the day would not have met at least 6,000 yards. As per [REG 12.4](#), The Away Team are advised to discuss this with their team in case this is a critical matter in any potential future appeals and to ensure that they don’t fall foul of [REG 15.6](#).

The Panel also noted that The Away Team’s team had used an older version of a Playing Under Protest Form. This form – correctly completed – would still meet the requirements of [REG 12.3](#), however the newer version available on the BUCS website lists the associated regulations on the back which may be helpful to captains to ensure they are completing the form correctly, as well as an amended layout aimed to make it easier to ensure all key details are capture.

Appeal Number: 10

Type of Appeal: Initial

Sport: Lacrosse

League (Tier only)/Knockout (Level only): National Trophy

Regulation(s): [REG 9.2.2](#), [REG 13.4](#), [REG 13.7](#), [REG 13.7.1](#), [REG 14.1.1](#), [REG 14.4](#)

Decision: Rejected – Result (walkover to stand)

Justification of decision: The Away Team have raised this appeal against the walkover claimed by The Home Team in reference to [REG 9.2.2](#), arguing that The Home Team did not follow [REG 14.4](#) and stating that: “A date had been agreed in writing between the IA’s. The Home Team then advised they could now not do the agreed dates due to pitch availability, which is in contradiction to what was previously advised, with no further explanation as to why there was now no pitch availability, and no

offer at least two dates. AU offered more than two dates, all of which were declined by The Home Team.”

In response to The Home Team’s reference to [REG 9.2.2](#), The Away Team argued that “this technically could come into effect here, but it was not fully performed as The Home Team, in that as above, written agreement between the two IA’s had been provided, and it was at this point The Home Team should have contacted BUCS for their approval.”

In support of their appeal, The Away Team provided copies of email trails between staff at The Away Team and The Home Team discussing the fixture over the period of 18 days, which they referenced parts of in their appeal submission. The Away Team noted that within this trail that the day before the match they requested a call from The Home Team during which they state that they advised that they “had looked online and could see availability” for the weekend which “The Home Team said they would check with their facility provider and get back” to The Away Team. The Away Team stated that they did not then subsequently hear back from The Home Team until the email on the next day in which The Home Team said they would be “proceeding with claiming a ‘walkover’”.

The Away Team stated that their team “did contact The Home Team directly through Instagram approx. 5 days before the agreed upon date to ask if they would be happy to reschedule the fixture.”, adding that, as it was a Wednesday, they “would struggle to provide minimum numbers, as it would mean two days out of university due to the distance between the two Universities. (approx. 6.5-hour drive in good traffic conditions).” The Away Team added that: “As the Home Team had instigated that they had spoken to their IA and had agreed a reschedule date (and facilities) AU had presumed that the fixture would not be proceeding as scheduled.”

Finally, The Away Team stated: “If a reschedule is not possible due this fixture being a National Trophy fixture, we would look for an involuntary walkover to be awarded.”

In their response, The Home Team argued that [REG 14.4](#) “does not come into play given that the fixture was not ‘postponed or abandoned’ due to a reason listed within [REG 14.1](#)” and that in relation to [REG 9.2.2](#) “no written agreement of both institutions and written approval from the BUCS executive was acquired to play the fixture on an alternative date. As such, BUCS play was never updated to reflect any change.”

The Home Team highlighted that within the email trail between the two institutions, The Away Team’s request for call on 09:17 on the morning of the fixture was preceded by a message from The Home Team on 30 January stating that they would “prefer to keep this as a home fixture” and that they would continue to hold their 3G pitch for 1 February unless they hear otherwise” and a further message on 31 January asking for an update to which they received no response until the phone call request.

The Home Team acknowledged that the two clubs were “in direct communication through their club accounts” on Instagram and provided a screen recording showing these messages. They stated that within this their club said “we’re just sending our BUCS sports coordinator an email to see the logistics of it/if we can facilitate it on that day” which they argued provides no confirmation, instead “demonstrating that the request was merely being explored whether we could facilitate on an alternative day” and “counters the ‘presumption’ that the fixture would not have been proceeding as scheduled on 1st February, as referred within the ‘other relevant information supporting the appeal’”.

The Home Team also highlighted that within this interaction there is a “clear request from The Away Team’s Club account to breach [REG 13.4](#) with the falsification of a result of this fixture in dispute, which was correctly declined by The Home Team’s Lacrosse Club.”

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the Appeal against the walkover claimed by The Home Team is rejected.

It is the view of the Panel that neither institution has provided evidence of such a written agreement nor that this fixture warranted postponing for a reason that would fall under [REG 14.1.1](#).

The Panel reviewed the full email trails provided and concluded that, whilst The Home Team were open to the possibility of rearranging the fixture with The Away Team, they did not ever agree in

writing to move the fixture to an alternative date. In the email sent by The Home Team to The Away Team at 14:34 on 16 January, The Home Team wrote:

"Our Lacrosse team have let us know that the Away Team men's Lacrosse team have been in touch to ask if it would be possible reschedule the following fixture:

Date: [REDACTED]

Fixture: *The Home Team Men's 1 v The Away Team Men's 1 @ The Home Team - Men's National Trophy*

As this is a round of the National Trophy, the match will need to be played within 3 days advance of the next round ([REDACTED] The club(s) have suggested the weekend of [REDACTED] and wanted to check with you before proceeding with rescheduling?

It appears the captains are happy to reschedule, and we will have facilities available that weekend."

In response, The Away Team wrote back:

"I have spoken with my team, and they have confirmed that they did indeed contact your team and they are happy to reschedule to 4th February. If you could please send through a change request, I can get that accepted."

It is the view of the Panel that this does not constitute written agreement to a new date for the fixture, with The Home Team suggesting that they are open to the possibility of rearranging the fixture and that they would have facilities available and proposing some possible dates as it appeared that the captains were happy to reschedule and that they would have facilities available, of which The Away Team advised one of which their team would be happy with. At no point did The Home Team then confirm that they were happy to proceed with changing to that specific date.

Additionally, there is no suggestion or evidence provided that either The Home Team or The Away Team contacted the BUCS Executive to approve a change of date, noting that [REG 9.2.2](#) does not dictate which of the institutions would need to submit this request, but that the BUCS Executive would simply need to see written agreement between the institutions to approve it.

As such, whilst the Panel understands The Away Team's reasons for requesting a rearrangement, The Home Team are deemed to not be obliged to rearrange the fixture and thus within their rights to have claimed the walkover for The Away Team having not fulfilled the match as scheduled.

The Panel also considered whether this walkover could be deemed involuntary, however it was not felt that there were any reasons given for the non-fulfilment of the match as scheduled that would warrant this. For reference, there is a historical precedence that lack of availability of players due to academic commitments leading to a team not being able to fulfil a fixture has not been grounds for an involuntary walkover to be granted.

The appeal is therefore rejected, and the walkover will stand with The Away Team charged the £50 Lodging Fee.

The Panel would also like to respond to the reference to [REG 13.4](#) and the message from the Away Team which asked the Home Team if it would be possible to "write on the team sheet" that they "won by whatever score" they want instead of a walkover. The Panel were pleased to see that this suggestion was rejected and as such there was no actual breach of [REG 13.4](#) as this would require a false result to have been put on BUCS Play. Both institutions are however encouraged to ensure that all their teams are aware that this is not an option they should ever be considering, and the resultant disciplinary action could result in sever sanctions for the team(s) and/or institution(s).

Appeal Number: 11

Type of Appeal: Initial

Sport: Football

League (Tier only)/Knockout (Level only): Tier 4

Regulation(s): [REG 11.2](#), [REG 11.2.6](#), [REG 11.2.8](#), [REG 12.1](#), [REG 12.1.1](#), [REG 12.7](#), [FOO 8.2](#)

Decision: Rejected – Result to Stand

Justification of decision: The Away Team raised this appeal citing [FOO 8.2](#) and stating that The Home Team “had a squad of 18, with 7 subs on the bench and made 6 substitutions during the game”. The Away Team added that their coach “questioned the 6th sub to the ref after the game and it transpired that the referee had not noted the two subs made at half time by The Home Team as well as the 2 subs made by The Away Team at half time”. The Away Team argued that this “wouldn’t have been possible if The Home Team hadn’t breached [REG 8.2](#) by having more than 5 named subs on the bench during the match”.

The Away Team also stated: “After the match, The Away Team coach reviewed the paper team lines against the ones submitted through BUCS Playwaze and noticed that there are players on the paper version that aren’t on the digital and vice versa” arguing that this was also a breach of [FOO 8.2](#) as “only 5 named substitutes may be on the bench as the team lines don’t accurately reflect who is and isn’t on the bench as a named sub”.

The Away Team advised that they had contacted The Home Team following the fixture and that they responded, “saying that they did use 6 subs but the 6th (made in the 65th minute approx.) was a concussion substitute” but The Away Team argued that “when only there can only be 5 players named as subs, it shouldn’t be possible to replace this player with a 6th substitute”.

Finally, The Away Team stated that they reached out to The Home Team asking them to supply evidence and to “reach out to the referee to provide evidence as well”, but having not received any further comment from The Home Team following a conversation on Friday 10 February they submitted the appeal to get a resolution for their club”.

In support of their appeal, The Away Team provided screenshots of the match team sheets on BUCS Play and a photograph of a paper ‘team lines’.

No response to the appeal has been received from The Home Team.

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the appeal is rejected, and the result of the match shall stand.

The Away Team’s appeal is centred around The Home Team being alleged to have had a squad of 18 players, which they argue therefore enable them to make a sixth substitution, but they have not evidenced that this was the case and neither the team sheet on BUCS Play or the ‘team lines’ prove this.

The screenshots of the team sheets on BUCS Play provided by The Away Team show that The Away Team had not either approved or disputed The Home Team’s team sheet. The Panel checked on BUCS Play to confirm this – in case the screenshots were taken before checks were done at the match – and discovered that the team sheet for The Away Team has not been approved or disputed and that the home Team sheet was approved on Friday ■ February – two days after the fixture.

As such, The Away Team are found to have not met [REG 11.2](#) and [REG 11.2.6](#) and therefore under [REG 11.2.8](#) cannot appeal regarding The Home Team’s team selection. The ‘team lines’ document which The Away Team provided is not a document which is part of the BUCS regulations and does not meet the requirements of [REG 11.2](#) and so is not recognised as an official record or evidence of who participated in this match.

Furthermore, based on The Away Team’s submission and reference to reviewing the “paper team lines against the ones submitted through BUCS Playwaze” after the match at which point, they noticed discrepancies, this seemed to imply that as well as not approving or disputing the team sheet, that The Away Team did not conduct the rest of the [REG 11.2](#) process. If this process had been followed correctly, both teams would have been aware of the chosen 16 players for each team and any issues of a team trying to field a larger squad could have been dealt with at this point.

The Away Team stated that no Playing Under Protest form was completed as “the information regarding a breach of regulations was not clear until after the fixture had been completed” but in their

submission state that their coach “questioned the 6th sub to the ref after the game and it transpired that the referee had not noted the two subs made at half time by The Home Team as well as the 2 subs made by The Away Team at half time”. Therefore, The Away Team must have been aware that The Home Team made six substitutions during the match but did not query this with the referee or complete a playing under protest form at the time.

The Appeal is therefore rejected, and the result will stand with The Away Team paying the £50 Lodging Fee.

However, it is noted by the Panel that there has been a lack of engagement from The Home Team over this matter, as well as a failing from their team to also follow the [REG 11.2](#) team sheet process and from looking on BUCS Play some failings with adding fixture and result details. It is expected that these should be addressed moving forward, as well as ensuring that their team and any referees appointed are aware of the BUCS general and football regulations and ensure that these are followed, to ensure that they do not negatively impact the experiences of BUCS members and their student-athletes.

The decision of the Panel to uphold the result also did not preclude the two institutions from agreeing to replay this fixture, should they both agree to do so.

Appeal Number: 12 A

Type of Appeal: Initial Appeal

Sport: Rugby Union

League (Tier only)/Knockout (Level only): Conference Shield

Regulation(s): [REG 11.1.3](#), [REG 11.2](#), [REG 11.2.8](#), [RUU 6.3.1](#).

Decision: Rejected – Result to Stand

Justification of decision: The Away Team raised this appeal citing [REG 11.1.3](#), stating that “a number of The Home 3rd team players played down into their 4th team for the Cup Fixture”.

The Away Team argued that Player A, B and C have all “played over 50% of fixtures for The Home Team 3rd team which in total is 7 played games”. They also stated that 7 other players had “featured in the 3rd team but played 4th team” in this match [REDACTED].

The Away Team stated that this followed “an extensive email trail from The Home Team trying to re-arrange the fixture” saying:

“We were firstly informed that The Home Team didn’t have a team. We were then asked by The Home Team to play a double header for the Cup & league fixture on the 1/3/23 which we declined as it goes against BUCS rules as well as it would of went against us as we had a stronger squad available for the cup semi-final oppose to the league fixture in two weeks’ time. We were then sent another email to say there had been a member of staff from The Home Team on compassionate leave & the team knew last week they were unable to field a team but due to the circumstances the message was missed for a period so would we explain this to our team & coaches. Following this we responded to say there was no date or time before the date of the final date to rearrange the fixture so we would be unable to do so.”

Adding that “The Home Team then all of a sudden had a team and the above players played down contravening BUCS rules”.

In support of their appeal, The Away Team provided a copy of a Playing Under Protest form, completed prior to the match, citing an alleged breach of [REG 11.1.3](#) due to “Third team players playing for fourth team”, as well as copies of email trails between IAs of both institutions discussing the fixture and options such as a rearrangement or a double header.

In their response, The Home Team stated that their Head of Rugby suggested that they “rescheduled the Shield fixture to the 1st of the next month whereby the Cup & League fixture would be played as a ‘double header’” and that they “did double check the play-by date for the cup fixture which is the 5th of the month”. They stated that they “emailed The Away Team on the 20 days in advance” but “did not receive a response until 4 days after the email was sent.” Following this The Home Team added that they “understand this goes against REG 9.6 and so contacted The Away Team to “request a ‘reschedule’ NOT a ‘double header’”.

The Home Team stated that the reason for this request was because they “were struggling to field a complete team due to injuries/player commitments to work/lectures/labs” but that they notified their Head of Rugby/4s Captain on the 14/02/2023 at “around 11:00am” that it was “very unlikely The Away Team would reschedule and therefore the plan was they would field a team” and that they “would arrange a venue and a suitable KO time with the Outdoor facility”. The Home Team argued that it was therefore “unfair to say there was a ‘suddenness’ of the 4s fielding a team” as they were directed by their IA to field a team for the pre-agreed upon date”.

With regards to the alleged breaches of [REG 11.1.3](#), The Home Team stated that they “do not deny that the three players that The Away Team list in their appeal have played over 50% of their fixtures as The Home Team 3s players”. They also stated that this was the case for two other players.

However, The Home Team argued that their selection/movement was in accordance with [RUU 6.3.1](#) as they are front row players. The Home Team argued that “there is no option on BUCS PLAY to note who plays in what position on the team sheets” but that their Head of Rugby informed them that the three individuals played in the front row in this match.

The Home Team stated that other players cited in The Away Team’s appeal were also front row players who were moving in accordance with [RUU 6.3.1](#) or had normality in the 4th team, providing a breakdown of the matches played by each of them for the 4th team and 3rd team and stating that these players “have 50% or higher normality in relation to the Home 4s team”.

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the appeal is rejected, and the result of the match shall stand.

The Panel checked on BUCS Play and the Home Team sheet for this match has not been either approved or disputed by The Away Team. As such, The Away Team are found to have not met [REG 11.2](#) and [REG 11.2.6](#) and therefore under [REG 11.2.8](#) cannot appeal regarding The Home Team’s team selection.

Had The Away Team approved or disputed the team sheet prior to the match (depending on their knowledge of any potential issues/regulation breaches at the time), then the selection of these players could have been appealed, but by not confirming this by approving the team sheet, The Away Team forfeit this opportunity.

The Appeal is therefore rejected, and the result will stand with The Away Team paying the £50 Lodging Fee.

However, the Panel wish to note that The Home Team’s comments regarding there being “no option on BUCS play to note who plays in what position on the team sheets” is not correct with regards to front rows. Front row players can be noted as per the help guide [here](#). Had The Home Team used this, then they would have some supporting evidences of which players were front row players and therefore moving in accordance with [RUU 6.1.3](#) which they may rely on in future. The Home Teams are therefore required to speak to their team about this to ensure they are using this functionality for future fixtures – as are The Away Team who do not appear to have used this either.

The Panel would also like to note that a Double Header would not necessarily have been against BUCS regulations. [REG 9.6](#) has provision for some fixtures at this level to be permitted to be double headers if there are exceptional circumstances and a request is approved by BUCS.

The Panel would also like to provide some clarity around [REG 11.1.3](#) for both institutions, as it was not clear if both understood how majority/normality is applied. It is not the % of an individual’s tally of

fixtures selected for, but the % of a team's scheduled league fixtures which that player has been selected for. For example, if a 1st team has 10 league fixtures and an individual has been selected for 6 of these, then they have 60% and so have achieved majority/normality for that team and therefore should not be selected for a lower team for the remainder of the season. Where an institution has more than 2 teams, then selection for all higher ranked teams are considered – wording in [REG 11.1.3](#) helps explain this:

“*Normally is defined by an individual establishing 'normality' by being listed on the team sheets for a majority (more than 50%) of a particular team's total league fixtures. In the rare case that an individual has been listed on the team sheets for multiple higher ranked teams, then the totals of these will be combined and counted against the lowest of these teams' total league fixtures to identify if they are eligible to represent any lower ranked team. 'Normality'/majority is established through league fixtures only, however this regulation still applies to knockout competition fixtures unless specifically stated otherwise.”

If a player has not achieved majority, then they are not locked to this time and can be eligible to compete for a lower ranked team, which could be for many valid reasons such as form, return from injury of players they were covering etc.

The decision of the Panel to uphold the result also did not preclude the two institutions from agreeing to replay this fixture, should they both agree to do so.

Appeal Number: 12 B

Type of Appeal: Final

Sport: Rugby Union

League (Tier only)/Knockout (Level only): Conference Shield

Regulation(s): [REG 9.2.2](#), [REG 13.4](#), [REG 13.7](#), [REG 13.7.1](#), [REG 14.1.1](#), [REG 14.4](#)

Decision: Rejected – Result to Stand

Justification of decision: The critical point in the panel's view was that (disregarding the non-compliance by both teams with [Regulation 11.2.8](#)) the team played by the Home Team was in fact within the regulations, (even if both parties thought otherwise after the event, through further misinterpretation of the regulations). Accordingly, the panel concluded that a replay of the fixture, even if a practical possibility in the short time available, would achieve nothing as all individuals fielded by the Home Team were eligible to play and would be eligible to play in a rematch.

The panel was concerned that neither team captain appeared to understand the regulations regarding approval of team sheets, nor to appreciate their importance. The panel also noted that neither institution correctly applied [Regulation 11.1.3](#). This may or may not indicate a wider misunderstanding of the regulation among institutions generally, notwithstanding BUCS guidance notes.

As to the first point, the panel recommends that both institutions include in their training for next season a specific focus on the need for compliance with [Reg 11.2.8](#). As to the second point, the panel recommends that BUCS reviews the wording of [Reg 11.1.3](#) and its guidance notes to ensure that the regulation is as easy to understand as possible. In this review it would also be important to consider whether smaller institutions are treated unfairly.

The panel also advise the Home Team that their team sheets are completed by the captain prior to each match starting, as opposed to the IA by 11am Thursday. It was noted that should they not be completed in accordance with [REG 11.2](#), the Home Team would forfeit their right to appeal regarding this under [11.2.8](#).

The panel recommends BUCS to waive the £50 Lodging Fee for the initial appeal, and therefore the fee due by the Away Team will be a £200 Lodging Fee for the Full Appeal.

Appeal Number: 13

Type of Appeal: Initial

Sport: Hockey

League (Tier only)/Knockout (Level only): Tier 1

Regulation(s): [REG 11.1.3](#), [REG 11.2](#), [REG 11.2.5.1](#), [REG 11.2.6](#), [REG 11.2.8](#), [REG 12.1](#), [REG 12.1.1](#), [REG 15.5](#)

Decision: Rejected - Result to Stand

Justification of decision: The Home Team raised this appeal citing [REG 11.1.3](#), stating that:

“The match was played as originally intended and The Away Team 2’s beat The Home Team 1’s 4-1. It was brought to The Home Team’s attention that a player who has played more than 50% (6 out of 8) of their games for The Away Team 1’s was listed on The Away Team 2’s team sheet and it is understood they played for The Away Team 2’s on [REDACTED]. This was not brought to The Home Team’s attention until after the game at a time where a ‘playing under protest form’ could’ve been completed.”

The Home Team stated that “that [REDACTED] played in 5 of the 6 The Away Team 1 hockey games up to 1st November which is where “Normality” was established and 50% of games played. He then played again for the first team on 15th Feb which made it 6 out of 7 games played”.

The Home Team added: “Regarding the 2nd team, [REDACTED] appeared in the team sheets in the two 2nd team games on 8th and 22nd Feb (including the game against The Home Team in which The Away Team 2nds won 4-1 and the player scored) after which he had already played over 50% of games for the 1st team and therefore became ineligible for the 2nd team.”

The Home Team explained that they had contacted The Away Team, providing all the evidence to support their position, with The Away Team asking if they would be willing to agree to replay the fixture in The Home Team, but that they did not “feel this to be a relevant option” and so rejected the request, feeling that “the outcome in order to maintain the integrity of the league is for The Home Team to be awarded the walkover for this fixture”.

In support of their appeal, The Home Team provided screenshots of the Away Team 1s team sheets on which [REDACTED], an excel file showing their assessment of his selection history for The Away Team 1s and 2s for the season, and copies of email trails with The Away Team where they shared this information with them and discussed their concerns around the team selection following the fixture.

In their response, The Away Team stated that:

“We would fervently argue that [REDACTED] has been playing regularly for the Men's 2's and is therefore Men's 2's player. We did not deliberately play him verses The Home Team to gain an advantage for the following reasons:

- [REDACTED] started the season in the 2nd team. He represented the M1's due to the number of injuries we sustained in the M1 squad during the earlier stages of the season.
- He was dropped from the 1st team and made way for [REDACTED] who was playing M2 after injury and had been a regular M1 player last season. The M1's have been playing their strongest available team, which [REDACTED] has not been a part of.
- [REDACTED] was eligible to play M2 on Wednesday, but we didn't select him as we did not think it was fair dropping a 1st team player to M2. [REDACTED] therefore played M2 in the cup game and the M2 league game.”

The Away Team also argued that “[REDACTED] was playing against The Home Team in the cup game on 15th February, and The Home Team did not complain as the result was a The Home Team win. The

Home Team therefore were fully aware [REDACTED] was playing M2 in the league game and should have therefore submitted a Playing Under Protest form at the time of the game, on the 22nd of February. This leads onto [REG 12.1.1](#), which states that by not completing a Playing Under Protest form 'they are deemed to have accepted the conditions of play and can therefore not later 'play under protest' regarding them, nor submit a match appeal".

The Away Team also added that: "Due to a clerical error [REDACTED] has in fact played 5 out of 8 games for M1 not 6 out of 8. He was included in error on M1 team sheet on 15th February. He played for M2 Vs the Home Team and would not have been able to play in both games as the M1 game Vs The Home Team push back was at 14:45pm and the M2 game Vs The Home Team push back was 16:00pm. There is 195 miles between each venue that both games were played at".

The Away Team argued that The Home Team had accepted the conditions of play as their "captain came to congratulate The Away Team on the league win after the game, even with the awareness that [REDACTED] played" and not disputing this with them, citing [REG 11.2.5.1](#) and [REG 11.2.6](#).

Finally, The Away Team noted that "on The Home Team's appeal they state that '*The Home Team University have contacted The Away Team University and provided all the evidence to support our position. The Away Team have asked if we are happy to replay the game at The Home Team, but as the original game was at The Home Team, we do not feel this to be a relevant option. This request has subsequently been rejected by The Away Team.*'", adding that they "suggested that the game was replayed at The Home Team without [REDACTED] present, which would have altered the conditions of the original game in line with their concerns" and that this was "rejected by The Home Team and not us, as noted in their appeal".

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the appeal is rejected, and the result of the match shall stand.

The Panel checked on BUCS Play and the Away Team sheet for this match has not been either approved or disputed by The Home Team. Had The Home Team approved or disputed the team sheet prior to the match (depending on their knowledge of any potential issues/regulation breaches at the time), then the selection of these players could have been appealed, but by not confirming this by approving the team sheet, The Home Team forfeit this opportunity.

The Panel wished to note that they dismissed The Away Team's suggestion that The Home Team should have played under protest were dismissed, as there was no suggestion that The Home Team were aware of [REDACTED] selection history prior to, or during the fixture, and so would not have been in a position to do so. This information came to light after the match, meaning that an appeal would be possible, if the team sheet had been correctly approved (or disputed if there were other issues) prior to the match starting. However, as noted above, it was not and so under [REG 11.2.8](#) The Home Team are not able to appeal.

The Appeal was therefore rejected in line with previous cases of this nature, and the result will stand with The Home Team paying the £50 Lodging Fee.

However, the Panel would like to clarify to The Away Team that if any player has been selected for more than 50% of a team's total league fixtures, then they have achieved normality/majority under [REG 11.1.3](#) and should not be selected for any lower teams for the remainder of the season. This is regardless of any reasons as to why they may have played for the higher ranked team, such as those cited by The Away Team. As such, The Away Team are advised that [REDACTED], [REDACTED], [REDACTED] and any other players who have played five or more league matches for their Men's 1s this season should not play any further fixtures for the Men's 2s. The Away Team should refer to Appendix 6a for a guide which will help with understanding and application of REG 11.1.3.

Appeal Number: 14

Type of Appeal: Initial

Sport: Hockey

League (Tier only)/Knockout (Level only): Conference Cup

Regulation(s): [REG 11.1.3](#), [REG 11.2](#), [REG 11.2.6](#), [REG 11.2.8](#), [REG 15.5](#)

Decision: Rejected – Result to stand

Justification of decision: The Away Team raised this appeal citing [REG 11.1.3](#), stating that: “Following fixture, the team identified individuals they did not recognise from previous games with The Home Team 2’s. This led them to look into team sheet from previous The Home Team fixtures. From these 3 individuals were identified that had played multiple league games for The Home Team 1’s, and were also on the team sheet for The Home Team 2’s in the fixture against [REDACTED]. As individuals appear on team sheets for 50% or more of The Home Team 1’s fixtures, they should therefore not have been eligible to play in the conference cup semi final. Due to the close result of the game, we believe that contravention of [REG 11.1.3](#) disadvantaged the away team.”

The three individuals that The Away Team highlighted were Player A, B and C stating that A had made four appearances for The Home Team’s 1s and both B and C five. These are out of a total of 8 scheduled league fixtures for the team.

In support of their appeal, The Away Team provided screenshots of the Home Team 1s team sheets on which the players were named, as well as a copy of an email trail with The Home Team on which they discussed their concerns around the team selection following the fixture. On the Initial Appeal Pro Forma The Away Team stated that a Playing Under Protest was not completed because “The team sheet was not approved by the away team prior to the fixture, and it was only until the fixture concluded and the team realised and were able to look into previous team sheets that the issue was identified, hence why being raised now as a match appeal and not PUP”.

In their response, The Home Team stated that:

“The most important thing to consider is that there has been no intention to play players down. If we had really wanted to win the semi-final at any cost we’d have selected players who are actually from M1 squad, and they were all available, but we field fair teams and our team believed they were submitting a fair one on this occasion too in accordance with [REG 11.1.3](#). A, B and C had covered injuries in M1 earlier in the season, but all three have been regularly training and playing with The Home Team men’s 2 squad throughout the season.”

The Home Team added that to the best of their understanding “players are allowed to ‘play up occasionally’, which is what has happened for all three, particularly B and C who have moved up now and again to cover injuries and have played as many times for M2 as M1 in BUCS (and will have a clear majority by the end of the season).”

The Home Team further added that “C has also not played up since November for M1, and even while appearing for M1, had been playing for M2 in the league, proving that he was just playing up to cover injuries and availability” and that their understanding is “that ‘playing down and staying down’ is OK also”.

The Home Team stated that since November their Men’s 2s “have had more than enough fixtures for B to establish a majority, though due to his placement as a 5th year medicine student, he had struggled to be available on Wednesdays, though the league team sheets outline that he has been playing with M2 all season, not M1”.

The Home Team stated that: “Being as the away team’s 1s and The Home Team 2 play in the same league, and that A, B and C have all played the majority of games for The Home Team, and [REDACTED] are well ahead in the league, this clearly shows that the away team have not been “disadvantaged” in the BUCS Conference Cup semi-final as they claim in their initial appeal. It’s just for once we were able to put a strong team out for a BUCS match”.

The Home Team also raised frustrations regarding the amount of time they had spent looking into this matter and stated that they had shared information with The Away Team in “good faith that we would sort this between ourselves” as per [REG 15.5](#) but that then they did not hear back and then heard that

an appeal had been submitted and “would have appreciated some notice from the away team that they were actually submitting an appeal, or perhaps at least an acknowledgement or thanks for looking into it”.

The Home Team also stated that: “Without having automatic team sheet tracking on BUCS Play – something that BUCS assured institutions would be implemented when BUCS Play was at the implementation stage in 2018 – it is impossible to accurately track every single player movement variable” but that “hopefully the mitigating evidence demonstrates that there was no intention to break any rules, though we have apologised to the away team for any perceived deception”.

The Home Team concluded: “The fact is that the three players named have all played many more games for The Home Team 2 than they have for The Home Team 1, and the team fielded on the day was a realistic and fair representation of our squad. Relating specifically to [REG 11.1.3](#), our M1 team did not have a game on the day, and all of the following players, who will be in the M1 Varsity squad, were not selected for The Home Team 2 (unlike A, B and C who are actual M2 players)”.

In support of their response The Home Team provided copies of team sheets for ‘Varsity’ and league matches for both their Men’s 1s and 2s, copies of The Home Team Men’s 1s’ BUCS team sheets for January and February, and copies of email correspondence with The Away Team.

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the appeal is rejected, and the result of the match shall stand.

The Panel checked on BUCS Play and the Home Team sheet for this match has not been either approved or disputed by The Away Team. In their Appeal The Away Team also stated that the team sheet “was not approved by [REDACTED] prior to the fixture, and it was only until the fixture concluded and the team realised and were able to look into previous team sheets that the issue was identified” and that following the fixture their team “identified individuals they did not recognise from previous games with The Home Team 2’s.” This implies they may not have even checked that those present were those named on the team sheet. As such, The Away Team are found to have not met [REG 11.2](#) and [REG 11.2.6](#) and therefore under [REG 11.2.8](#) cannot appeal regarding The Home Team’s team selection.

Had The Away Team approved or disputed the team sheet prior to the match (depending on their knowledge of any potential issues/regulation breaches at the time), then the selection of these players could have been appealed, but by not confirming this by approving the team sheet, The Away Team forfeit this opportunity.

The Appeal is therefore rejected, and the result will stand with The Away Team paying the £50 Lodging Fee.

However, the Panel would like to provide some clarity around [REG 11.1.3](#) for The Home Team. Players are permitted to “play up occasionally” but once they have played the majority of a team’s scheduled league fixtures (over 50%), for example 5 out of 8, then they have established normality for this team and cannot subsequently play for any lower ranked teams for the remainder of the season. This is also true regarding “playing down and staying down” – a player can only play down if they haven’t yet established majority

Where an institution has more than two teams, then selection for all higher ranked teams are considered – wording in [REG 11.1.3](#) helps explain this:

“*Normally is defined by an individual establishing 'normality' by being listed on the team sheets for a majority (more than 50%) of a particular team's total league fixtures. In the rare case that an individual has been listed on the team sheets for multiple higher ranked teams, then the totals of these will be combined and counted against the lowest of these teams' total league fixtures to identify if they are eligible to represent any lower ranked team. 'Normality'/majority is established through league fixtures only, however this regulation still applies to knockout competition fixtures unless specifically stated otherwise.”

The decision of the Panel to uphold the result also did not preclude the two institutions from agreeing to replay this fixture, should they both agree to do so.

Appeal Number: 15

Type of Appeal: Initial

Sport: Football

League (Tier only)/Knockout (Level only): Tier 3

Regulation(s): [FOO 4](#), [REG 9.3.1](#), [REG 9.3.4](#), [REG 10.1](#), [REG 12.1](#), [REG 12.1.1](#), [REG 15.1.2](#), [REG 15.6](#)

Decision: Rejected – Result to Stand

Justification of decision: The Away Team raised this appeal citing no regulations alleged to have been contravened but did state several grievances.

They argued that “the full match was not played” and that they felt “the opposition and the referee played a significant part in that”. In their submission, which included statements from their players and coach, The Away Team made several allegations regarding timings for the match, the conduct and performance of the referee, and the conduct of The Home Team, with a key concern being that the match had to be stopped at 17:00 due to another booking which they felt meant that no added time was played, but also that a full 90 minutes was not played.

The Away Team stated that a Playing Under Protest Form was not completed as “it was after the match the problem occurred” and the team “did not have a piece of paper on them at the time”.

In their response, The Home Team stated that the kick-off time was changed to 15:15 following a request from The Away Team to “allow their players to finish exams and lectures”, which allowed “enough time for a full game of 45 minutes each way to be completed, including a 15 minute break at half-time in line with BUCS’ Sport Specific regulation FOO 4 ‘Duration of play’ and BUCS General [Regulation 9.3.1 and 9.3.4](#) (Duration of matches)”. The Home Team added that there was “no need for written consent as per 9.3.4.1, because the duration of the match wasn’t reduced”.

The Home Team added that: “In an ideal world we would give more time for games to factor in added time but to give the opposition as much time as possible to get their best available team we pushed the KO as late as possible. On arrival, I spoke with the referee who said the game had been delayed, agreed by both teams, but I explained that can’t happen. The referee then spoke to both teams again to agree to a 3:15pm KO and explain that the start couldn’t be delayed as the match had to finish by 5pm, the first time The Away Team were made aware of this and their first chance to Play Under Protest”.

They also stated that the match “started at 3:15pm”, that the second half “started on time as planned at 4:15pm, allowing a complete 45 minutes”, and that when there was a stoppage towards the end of the game “that lasted around 5 minutes” that The Home Team coaches and the referee asked The Home team IA if the match could be extended past 17:00 to which they reiterated that “the game must end once 45 minutes has been played due to another booking starting at 5pm” and the referee then “explained this to both sets of coaches separately”. The Home Team argued that “again there were no complaints or objections, this was The Away Team’s 2nd chance to Play Under Protest, but they accepted the information”.

The Home Team also stated that the match official was “appointed in line with [FOO 5](#) ‘Match officials’ and using [Appendix 5](#) (BUCS Match Officials Requirements)” and responded to several of the allegations made by The Away Team.

As part of their submission, The Home Team provided a statement from the referee and some video footage of the match.

Having reviewed all the submissions and the relevant regulations, the decision of the Panel was that the appeal be rejected, and the result of the match shall stand.

The submissions of The Away Team and The Home Team, including the statement from the referee, confirm that The Away Team were aware prior to the match starting that it would need to finish at

17:00. If The Away Team believed that this would be a breach of regulations as it would not allow for any added time, or possibly for a full 90 minutes to be played based on their alleging that the match started late, then they should have played under protest. A team not having a form is not a reason for this requirement to not stand, in fact REG [12.1](#) states: “All teams are advised to carry with them at least two hard copies of the form so that they are adequately prepared for any such scenario. If a team does not have a BUCS Playing Under Protest Form with them, any equivalent paperwork used/produced must meet the requirements of [REG 12.3](#)”.

It was also noted that The Away Team highlighted other ways in which it could be ensured that a 17:00 finish would not affect playing time, such as shortening the half-time break, but did not make any case that their team had proposed this to The Home Team and the referee, which would have been open to them under [FOO 4](#).

The Panel noted that The Away Team did not actually reference any regulations alleged to have been breached in their appeal and that REG 15.2 states: “Institutions/Playing Entities are reminded that only where it is alleged that a regulation has been breached should a match appeal be lodged”. The regulation also goes on to state: “Institutions/Playing Entities should also be aware of their right to Play Under Protest ([REG 12](#)) and the requirement to do so in order to appeal against conditions that amount to a breach of regulations that they had knowledge of either before, or during, a fixture”.

REG 15.6 states that “Institutions/Playing Entities lodging an appeal...are responsible for ensuring that their submissions are comprehensive and concise, and that there is validity to any claims before they make their submission”. The Panel felt that The Away Team made several allegations in their appeal, but without any evidence to support these claims, with the referee statement and video footage provided by The Home Team contradicting them, Whilst the appeal wasn't rejected outright for this reason on this occasion, REG 15.6 states than an appeal “deemed to be frivolous or not containing adequate information to enable a fair ruling may be rejected, incur fees in addition to the standard lodging fee, and may result in further disciplinary action”.

The Panel also noted that the statement from the referee – who meets the requirements of [REG 10.1](#) and [Appendix 5](#)– confirmed that [FOO 4](#) was met, with a full 90 minutes of playing time taking place.

The Appeal was therefore rejected, and the result will stand with The Away Team paying the £50 Lodging Fee

Appeal Number: 16

Type of Appeal: Initial

Sport: Football

League (Tier only)/Knockout (Level only): Tier 6

Regulation(s): [REG 4.1.1.1](#), [REG 4.1.1.3](#), [REG 11.2](#), [REG 11.2.4.1](#), [REG 11.2.6](#), [REG 12.1](#), [REG 12.1.1](#), [REG 12.3.2](#), [REG 15.2](#), [REG 15.5](#), [REG 15.6](#)

Decision: Rejected – Result to Stand

Justification of decision: The Away Team have raised this appeal citing [REG 4.1.1.1](#), [REG 4.1.1.3](#), [REG 11.2](#), [REG 11.2.4.1](#), and [REG 12.3.2](#). In references to [REG 11.2](#), The Away Team stated that no team sheet was completed prior to the fixture and so their team “couldn't approve it”, adding that due to previous issues “the lads wanted to cross reference players but then came to learn they hadn't completed a team sheet all season so they wouldn't know if any players had established normality as both The Home Team 1 & 2s are in their league”.

In reference to [REG 4.1.1.1](#), [REG 4.1.1.3](#), and [REG 11.2.4.1](#), The Away Team argued that “after checking student ID cards two were ineligible to play”, that “1 player held another institutes ID card”, “another didn't provide an ID when asked” and that due to a lack of team sheets that they “couldn't cross reference if the player had represented his registered institute”.

In Reference to [REG 12.3.2](#) , The Away Team stated that The Home Team's "Captain/ manger refused to sign playing under protest on more than one occasion".

The Away Team added that they "have had an issue in previous fixtures again due to lack of eligibility of players" and that it was "noted on the day that the team was completely new and "drafted in" to play the fixture", stating that it "did in fact turn out some players were registered at the institute but others we'll never know".

In support of their appeal, The Away Team provided a copy of a playing under protest form. This form was not signed by The Home Team but was signed by The Away Team at 14:00. They also referenced a "timeline" but the file of this name was the same as "Playing under protest form Back"

In their response, The Home Team stated: "For team sheets, BUCS are aware there has been a glitch on our system and even though we update team sheets prior to each fixture, sometimes it doesn't show up. We have already had that discussion with BUCS, so they are aware of that issue".

With regards to player eligibility, The Home Team stated that all their students "are registered to both The Home Team teams which is not unusual in the BUCS league" adding that the "young man acting as coach on Wednesday named [REDACTED] and their previous coach/player both saw our ID cards on Wednesday as they requested. One player, called [REDACTED] food card with him instead of his The Home Team Uni ID. We subsequently sent him back to campus to collect his correct ID. He didn't end up playing any part in the match and spent the game as an unused substitute. We are an independent university from [REDACTED] yet share their campus in [REDACTED] [REDACTED] hence all our students have food cards for the canteen".

Finally, The Home Team stated that: "They mention that from a previous encounter, there was questions over our eligibility. For the fixture [REDACTED] 4's v The Home Team 2's on 15/2/23, they requested us to bring ID cards to be checked before the game but neglected to check them. [REDACTED] won that game 2-0 against our The Home Team 2 team, as well as them beating The Home Team 2 earlier in the season 4-1. Therefore, it's difficult for us to understand the intentions of [REDACTED] with this appeal as they came out on top in both games against our The Home Team 2 team".

In support of their response, The Home Team provided a video clip which they stated showed their "Lead Coach [REDACTED] showing [REDACTED] the [REDACTED] card upon his late arrival". They also referenced a "picture taken on the pitch at the time of the game which shows our ID cards" and an "email sent out to students the day before the game regarding selection" but these were not provided as part of their submission.

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the appeal is rejected, and the result of the match shall stand.

[REG 12.3.2](#) states that: "If an opposition captain refuses to sign a Playing Under Protest form, the team wishing to submit the Playing Under Protest form should inform their Athletic Union (or equivalent) of the refusal immediately. The Athletic Union (or equivalent) should then inform both the opposition Athletic Union (or equivalent) and the BUCS Executive of the refusal, and BUCS will log this. Playing Under Protest form claims can still be reviewed if a refusal to sign the form has been logged appropriately at the time.". [REG 11.2.6](#) states that "Any captain disputing a team sheet must correctly complete a Playing Under Protest form to detail why they team sheet has been disputed".

The Away Team did not provide any evidence that this logging of the issue took place, nor do BUCS have any records of this being logged with them, and so therefore the Playing Under Protest form could not be considered as valid to support the appeal and they are deemed to have accepted the conditions as per [REG 12.1/REG 12.1.1](#).

Therefore, whilst it is noted that the blank The Home Team sheet was 'disputed' on BUCS Play at 13:27 on the day of the match, there is no valid playing under protest form to support why this was/what issues were identified.

The Away Team also did not evidence that [REG 15.2](#) or [REG 15.5](#) were followed, whereby appeals relating to individual eligibility and team selection "require the naming of specific individuals and the reason(s) for questioning their eligibility/legitimacy as a minimum" and "should first be directed to the

opposition Athletic Union (or equivalent) to afford them the opportunity to resolve the issue without formal appeal.” They also cited [REG 11.2.4.1](#) but did not as required by this take photographs of any individuals unable to provide ID, or note that any refused to do so.

The Appeal is therefore rejected, and the result will stand with The Away Team paying the £50 Lodging Fee.

However, as it was highlighted through this appeal that The Home Team had not been completing team sheets, BUCS will be investigating this under [REG 11.2.9](#) and as a result The Home Team may face sanctions for missing league team sheets in accordance with [REG 11.2.9](#).

Additionally, both institutions are reminded to ensure that in future any appeal submissions and responses are complete and contain all necessary information as on this occasion both referenced information they did not provide.

Appeal Number: 17

Type of Appeal: Initial

Sport: Basketball

League (Tier only)/Knockout (Level only): National Championship

Regulation(s): [REG 10.6.3.1](#), [REG 10.7](#), [BAS 8.2.1](#), [REG 12.1.1](#)

Decision: Appeal Rejected – Result to Stand

Justification of decision: The Away Team have raised this appeal citing [REG 10.6.3.1](#) and [REG 10.7](#). In reference to [REG 10.6.3.1](#). The Away Team cited “The Away Team had arrived at the venue to be told one of the officials had been held up in traffic. The confirmation that the official gave to The Home Team did state he may be late as he was officiating another match, however The Away Team were not told of this at any stage”.

In reference to [REG 10.7](#) The Away Team stated “The official who stepped in was non-neutral. This was not agreed in writing”.

In their response, The Home Team stated: “The Home Team booked the required match officials in accordance with the BUCS Regulations set out by BUCS in [Appendix 5](#) “BUCS Match Officials Requirements (2022-23) V2 released 07-02-2023”.

The Home Team stated “The Home Team appointed National level match officials through Who’s the Ref and had proof of this booking in advance of the match. The Table Officials that were appointed to the game were all Level 3 neutral officials, the requirement under [Appendix 5](#) (BUCS Match Officials Requirements) states that the minimum level of qualification for table officials is Level 2. The Away Team’s evidence shows that there was proof that The Home Team had a 3rd appointed official. Unfortunately, on Wednesday 8th March, due to severe snow in XXXXX and XXXXXX, there was further disruption to the travel plans of the 3rd official, resulting in their delay to get to the game. In the absence of the appointed 3rd neutral table official, The Home Team put forward a fully competent Level 2 Table Official from The Home Team to permit the game to go ahead (which was agreed verbally by both team coaches). This meant that the match took place with two level 3 table officials and one level 2 table official. At no point did The Away Team question the decision and no playing under protest form was completed. The Away Team could have completed a playing under protest form at the conclusion of the game but this was not done”.

In their response, The Home Team cite [REG BAS 8.2.1](#) which states that: “The away team may choose to play under protest, however, they may only appeal the match result if both the Crew Chief and Umpire provide written evidence to substantiate that the performance(s) of the Table Official(s) that did not meet the requirements of Appendix 5 (‘BUCS Match Officials Requirements’) affected the outcome of the match.”. The Home Team noted in their response that “As far as we are aware, The Away Team have not contacted the match officials or provided any evidence to state that they were

unhappy with the performance of the appointed table officials. As this has not happened, there was clearly no question about the quality of the table officials.”.

In their response, The Home Team also cite REG 10.7 which states: “Should the two institutions/Playing Entities concerned agree in writing beforehand to play with non-neutral, not appropriately qualified and/or the incorrect number of officials, the BUCS Executive will accept the result. Neither team can play under protest or appeal against the result of a match played under these circumstances.”. The Home Team note that “When The Away Team arrived at The Home Team the The Home Team Head Coach [REDACTED] informed The Away Team Head Coach [REDACTED] that one of the appointed officials was potentially held up due to transport issues. [REDACTED] was trying to get an update from the official throughout (see attached screenshots between [REDACTED] and official). Due to the heavy snow and delayed transportation, an alternative level 2 qualified non-neutral table official was found to step in. This was agreed verbally between the two head coaches and the game proceeded without any appeal from The Away Team. The Away Team started the match on the understanding that one of the table officials was not neutral and was covering the absence of the third appointed neutral official (who was having travel problems). The Away Team could have appealed this by completing a playing under protest form prior to the start of the match but chose not to.”.

In the appeal response The Home Team also state “On a separate note, we would like to question why The Away Team have not completed any player licence numbers for their team on the official team score sheet and therefore would like to know whether all their players were fully registered to Basketball England in accordance with [BAS 2.1](#)”.

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the appeal is rejected, and the result of the match shall stand.

[REG 12.1.1](#) states that: “If a team travels to, begins or continues a fixture with knowledge of conditions that amount to a breach of regulations but fails to complete a Playing Under Protest form they are deemed to have accepted the conditions of play and can therefore not later ‘play under protest’ regarding them, nor submit a match appeal ([REG 15](#)) based on those grounds.”. Although in accordance with REG 10.7, written agreement to play with the non-neutral table official was not obtained, by beginning and completing the fixture without completing a playing under protest form, The Away Team are deemed to have accepted the conditions of play due to the knowledge being obtained prior to the game commencing that a non-neutral table official was to be used and therefore in accordance with [REG 12.1.1](#) cannot appeal in this regard.

In addition, in accordance with [BAS 8.2.1](#), a team “may only appeal the match result if both the Crew Chief and Umpire provide written evidence to substantiate that the performance(s) of the Table Official(s) that did not meet the requirements of Appendix 5 (‘BUCS Match Officials Requirements’) affected the outcome of the match”. The Away Team did not provide evidence of this with the appeal submission and therefore they are not able to appeal the match in this regard.

The Appeal is therefore rejected, and the result will stand with The Away Team paying the £50 Lodging Fee.

As it was highlighted through this appeal that The Away Team have not completed any player licence numbers for their team on the official team score sheet, BUCS will address this directly with The Away Team.

Appeal Number: 19

Type of Appeal: Initial

Sport: Golf

League (Tier only)/Knockout (Level only): National Trophy

Regulation(s): [REG 9.1](#), [REG 9.3.6.4](#), [REG 12.1](#), [REG 12.1.1](#), [REG 12.3](#), [REG 12.3.1](#), [REG 15.8.1](#), [GOL 3.3.2](#), [GOL 3.3.6](#), [GOL 4.1](#), [GOL 4.2.1](#), [GOL 4.2.5](#)

Decision: Rejected – Result to Stand

Justification of decision: The Away Team raised this appeal citing alleged breaches of [GOL 4.2.1](#) and [GOL 4.2.5](#).

In relation [Gol 4.2.1](#) The Away Team stated: “The regulation is there to ensure females can compete fairly...on many holes where our female players was supposed to tee up to 30-60 yards ahead of the men’s tee (according to the scorecard), she was out driven by around 50-70 yards, forcing her to hit long irons or woods into these greens, compared to her opponents wedge. Anyone with familiarity of golf would be able to acknowledge the significance in difficulty level that separate these two shots.”

With regards to [GOL 4.2.5](#) The Away Team stated that there were six temporary greens in use and that on arrival their team “were told that the course has been under these conditions over the past week at least” and that The Home Team had made “no attempts” to notify them about this to allow an option to reschedule as per [GOL 4.2.5](#)

Within their appeal The Away Team also made reference to [GOL 4.1](#), arguing that this was “ignored” as the course “was shortened, presumably due to winter conditions” which their team “calculated (via a range finder) to be 760 yards shorter than the scorecard, 5227 yards in total”. The Away Team also commented that they “had to chase The Home Team to ensure the game was actually scheduled appropriately in the first place” and that they only found out the course/venue and start time “48 hours before”.

Finally, The Away Team stated: “To be met with these conditions in a BUCS Trophy Semi Final is making a mockery of BUCS golf and our willingness to overlook poor administration, as well as other regulation breaches. The course The Home Team use has been discussed before, and until action is taken, they seem to clearly believe they can continue breaching regulations without issue. We strongly believe that the regulation breaches had an impact on our team, and ultimately the result of the fixture. Many of the games were very close and could have easily resulted in a difference outcome.”

In support of their appeal, The Away Team provided a copy of a Playing Under Protest Form, on which they had cited [GOL 4.2.1](#) and [GOL 4.2.5](#). In the “Opposition Statement” section they also appeared to have written “Golf course is not 5500 yards, only 1 set of tees and 6 temporary greens. Clearly not up to BUCS regulations”. Within the appeal The Away Team stated that the Playing Under Protest Form was “completed before the match started”. They also provided a copy of a scorecard on which they had noted what they believed to be the differences in distance calculated using a range finder and four photographs of parts of the course.

In their response, The Home Team stated: “Captain of the Away Team was contacted 14 hours before the first tee time to be informed that The Home Team could not guarantee venue would be open or on full greens for the match due to the weather conditions. This was immediately after we were informed by venue of the course conditions. The captain acknowledged this and said he would inform the team which he seemingly did not do.” They added: “The Home Team also offered to reverse the fixture and travel to the away team. Captain was notified on March 16th that The Home Team had booked in case the fixture could not be reversed; no times were specified”.

The Home Team also raised that the Playing Under Protest form “was signed by a an away team player who is not listed as an official captain on BUCS” and that “the Home Team player who was requested to sign the form is not the Home Team 2s official captain”, adding that “the away team were informed that The Home Team’s official captain would be arriving to spectate later, but they insisted the form was signed at that moment”.

The Home Team also stated: “Given that the away team state that they measured the difference in course length with a range finder, it is likely that the play under protest form was signed under assumption that the course would not be at the correct length and with no concrete knowledge of the course lengths. The form was signed prior to the fixture starting or the course being inspected. We were working on the basis of the course lengths stipulated by the golf club, not a range finder. The

away team have played against The Home Team 2s and The Home Team 3s in 1 this season and have made no protest about the length of the course on either of these occasions.”

In response to the alleged breach of [GOL 4.2.1](#) and the impact on The Away Team' female player, The Home Team argued that “out of the 2 matches she played, she won 1 and lost 1” and that she was “also offered extra shots, in line with BUCS Regulation [Gol 3.3.2 and 3.3.6](#), which she subsequently refused”. The Home Team alleged that the player made a comment after losing her afternoon match saying that “she should have agreed to these extra shots”.

Finally, The Home Team stated: “The away team claim that many of the matches were close and could have resulted in a different outcome. If you reverse the result of the female's 2nd match the overall score would still have been 6-3 to The Home Team. Everybody else was playing on the same course and so this accusation is unfounded...The morning foursome results were a 5&4 win to the away team(this was the match that involved the female playing for them), a 7&5 win for The Home Team, and a 2 up win for The Home Team.”

In support of their response, The Home Team provided screenshots of Instagram messages between captain (who they stated in their response was the captain of The Away Team 3s) and an unnamed/unidentified individual as well as a screenshot from the Home Team University Golf Instagram page showing the results of the singles.

Having reviewed the submissions and the regulations, the decision of the Panel is that the appeal is rejected, and the result of the match shall stand.

[REG 12.1](#) states: “If a team feels, upon arrival or during a fixture, that the conditions do not adhere to those outlined in the BUCS rules and regulations, they should complete a 'BUCS Playing Under Protest Form' (Appendix 8) as soon as the grievance is noted. All teams are advised to carry with them at least two hard copies of the form so that they are adequately prepared for any such scenario. If a team does not have a BUCS Playing Under Protest Form with them, any equivalent paperwork used/produced must meet the requirements of [REG 12.3](#).”

Furthermore, [REG 12.1.1](#) states that if a team “travels to, begins or continues a fixture with knowledge of conditions that amount to a breach of regulations but fails to complete a Playing Under Protest form they are deemed to have accepted the conditions of play and can therefore not later 'play under protest' regarding them, nor submit a match appeal ([REG 15](#)) based on those grounds”.

Any Playing Under Protest Form is required to capture the essential information as per [REG 12.3, with REG 12.3.1](#) stating: “A Playing Under Protest Form that does not meet the requirements of [REG 12.3](#) will be rejected by BUCS as being incomplete and therefore insufficient to support any subsequent match appeal.”

Having reviewed the Playing Under Protest Form, the Panel identified that there was no time of signing for the captain of either team. The form therefore did not meet the requirements of [REG 12.3](#) and is not sufficient to support this appeal. As a result, The Away Team were deemed to have not played under protest and therefore to have accepted the conditions/breaches of regulations – which based on the submissions they were aware of both prior to and during the fixture – and not be entitled to submit an appeal on these grounds ([REG 12.1.1/REG 15.1.2/REG 15.8.1.2](#)).

The appeal was therefore rejected, and the result will stand with The Away Team paying the £50 Lodging Fee.

However, the Panel also wished to note the following for both institutions:

The Home Team

Having reviewed the fixture details on BUCS Play, the Panel confirmed that in line with comments in The Away Team' submission, the venue and start time were not added until 12:56 on Monday 20 March, which was less than 48 hours before the fixture was scheduled to start. As The Away Team remarked, they didn't make an issue of this, but they could have done and so The Home Team are reminded of the requirement to meet [REG 9.3.6.4](#). In this case, the previous round was on Wednesday 1 March, which is a longer gap between rounds than can be the case.

Additionally, Athletic Unions (or equivalent) are responsible for arranging fixtures ([REG 9.1](#)), not captains. Correspondence regarding matters such as potential fixture rearrangements should be conducted between IAs and not captains.

The Home Team are advised to review the BUCS golf regulations with the Golf course and any other courses they may use, to ensure that for future fixtures the course(s) provided will meet the requirements so that matches are played to the desired standards and to reduce/remove the likelihood of any issues coming up. It is recommended that this includes how the institution and course(s) will communicate around any potential changes such as the use of temporary greens to ensure that regulations such as GOL 4.2.5 can be complied with. Whilst an institution may not have had previous complaints about a venue, they should always be working to make sure that it meets requirements.

The Away Team

The Panel noted that The Away Team's team had used an older version of a Playing Under Protest Form. This form – correctly completed – would still meet the requirements of [REG 12.3](#), however the newer version available on the BUCS website lists the associated regulations on the back which may be helpful to captains to ensure they are completing the form correctly, as well as an amended layout aimed to make it easier to ensure all key details are captured.

Both

Within The Home Team's response, they commented that the captains which signed the Playing Under Protest Form were not "official captains" – presumably based on the fact that they are not individuals who have been assigned as a 'Captain' for these teams on BUCS Play. If neither team has such a 'Captain' present in a team for a fixture, then this means that they have no-one present in the team able to conduct the team sheet checks as required by [REG 11.2](#) (unless there is the rare case that they come to support/spectate).

Having checked BUCS Play, the Panel identified that neither team sheet was approved or disputed pre-match, with both instead being approved the day after the fixture by the IAs. Both institutions are therefore advised to review who they have set as 'Captains' for each of their teams moving forward and ensure that their teams are aware of the [REG 11.2](#) process that they should be following before every match.

The two individuals who signed the Playing Under Protest Form were listed on the team sheets and so could have been delegated as captains for the match in the absence of the teams' regular captains, but without being added on BUCS Play were not able to fulfil this team sheet duty. A designated captain needs to be present pre-match to undertake this process and to fill in their parts of any Playing Under Protest presented at such a time.

Appeal Number: 20

Type of Appeal: Initial

Sport: Basketball

League (Tier only)/Knockout (Level only): Premier Playoff

Regulation(s): [REG 4.1.4](#), [REG 4.1.4.1](#), [REG 4.2.2](#), [REG 4.2.2.1](#), [REG 4.6](#), [REG 11.2](#), [REG 11.2.6](#), [REG 11.2.8](#), [REG 12.1](#), [REG 12.1.1](#), [REG 15.2](#)

Decision: Rejected – Result to stand

Justification of decision: The Home Team raised this appeal citing [REG 4.1.4](#) and [REG 4.2.2.1](#).

The Home Team stated that they were "questioning the eligibility of both Player A and B in line with BUCS [REG 4.1.4](#) as they had "failed to establish how many credits each athlete will be completing this year". They added that the "start and end dates of their courses are also unclear – [REG 4.1.4.1](#)".

The Home Team stated that: "The Away Team have confirmed that both students have indeed already graduated in February 2023" and "that both students lost their student status with the University on the 31st December" but that they "suggested they have acted in line with [BUCS REG 4.2.2](#)". The Home Team added that they were therefore "unclear whether or not The Away Team University still classifies them as a registered student and up until what point" and that it was their interpretation that "given that their student status expired on the 31st December, The Away Team University would not deem them as a registered student".

The Home Team stated that "The Away Team, as yet, have been unable to find any details of their courses from this academic year, therefore suggesting a breach of BUCS [REG 4.2.2.1](#)" and that they had "requested information to establish when both students finished their courses; in line with BUCS [REG 4.2.2.1](#)". They noted that The Away Team had "sent across some course timelines, but there is no clear start date and end dates for either course" and that whilst they had "suggested that neither student holds student status as of 31st December 2022 as they have graduated", The Away Team sent across other information which suggested that "they are still students, with their courses not set to end until December 2023".

In support of their appeal The Home Team provided a copy of the match scoresheet, a copy of an email trail between their IA and an IA at The Away Team, and information regarding what they understood to be the MSc course that [REDACTED] was undertaking.

In their response, The Away Team stated: "Both the players in question, Player A and B have been playing under [BUCS REG 4.2.2](#) as their studies and student access expired in December 2022 therefore allowing them to compete for the remainder of the season". They added that in an email response in the trail provided by The Home Team that they had made an error with the years, putting that they had finished in December 2023, rather than December 2022, with the correct details were:

Player A: MSc [REDACTED] - full time - [REDACTED] completed over the full course period; Start date - September 2021; End Date - December 2022.

Player B: [REDACTED] - full time - [REDACTED] completed over the full course period; Start date - September 2021; End Date - December 2022.

In support of their response, The Away Team provided a letter from their registry which "states that both players were enrolled for the academic year 2022-23 and that their student access ended on the 31st of December 22". In addition to this, they stated: "Not all masters programmes have defined end dates as they are often research based which means that the expiry is set for this date to allow the completion of these things. Both Students had their graduation ceremonies in February of this year after the completion of their studies in December". They stated that they "would have shared the letter from registry with The Home Team, however we only received it after the deadline".

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the appeal is rejected, and the result of the match shall stand.

[REG 11.2.8](#) states that: "Institutions/Playing Entities not completing team sheets adequately will not be able to appeal in this regard. A team not seeking to check an opposition's eligibility prior to the fixture and/or not completing a team sheet adequately cannot appeal in this regard".

[REG 11.2](#) states that "teams are required to complete and have the opposition verify (approve or dispute) a team sheet prior to the match starting." Furthermore, [REG 11.2.6](#) states that once a captain has checked the opposition's team sheet and followed the prior steps of [REG 11.2](#) that they "must either 'approve' or 'dispute' the team sheet on BUCS Play. Any captain disputing a team sheet must correctly complete a Playing Under Protest form to detail why they team sheet has been disputed."

The Panel checked on BUCS Play and neither The Home Team nor The Away Team did a team sheet for this match, with neither being either approved or disputed. As such, The Home Team are found to have not met [REG 11.2](#) and [REG 11.2.6](#) and therefore under [REG 11.2.8](#) cannot appeal regarding The Away Team's team selection and/or the eligibility of any of their players.

Had The Home Team approved or disputed the team sheet prior to the match (depending on their knowledge of any potential issues/regulation breaches at the time, and if disputed, a Playing Under Protest form completed), then the selection of these players could have been appealed, but by not confirming this by approving the team sheet, The Home Team forfeit this opportunity.

The Appeal is therefore rejected, and the result will stand with The Home Team paying the £50 Lodging Fee.

However, based on the information provided to BUCS as part of this appeal, there is a potential breach of [REG 4](#) and BUCS will be investigating the eligibility of Player A and B with The Away Team, with the possibility of disciplinary action being taken as per [REG 4.6](#) and [Appendix 11](#) (BUCS Disciplinary Sanction Guidelines):

“**REG 4.6** Allowing ineligible participants to represent an institution/Playing Entity will result in a charge of misconduct being raised against the institution/Playing Entity and appropriate disciplinary action taken in accordance with REG 5. Athletic Union or equivalent staff should in cases of doubt refer the circumstances to the BUCS Sport Compliance and Governance Manager”.

Appeal Number: 21

Type of Appeal: Initial

Sport: Rugby Union

League (Tier only)/Knockout (Level only): Conference Cup

Regulation(s): [REG 11.1.3](#), [REG 11.1.5](#), [REG 11.1.5.1](#), [REG 11.2](#), [REG 11.2.2](#), [REG 11.2.6](#), [REG 11.2.8](#), [REG 12.1](#), [REG 12.1.1](#), [REG 15.5](#)

Decision: Rejected – Result to Stand

Justification of decision: The Away Team raised this appeal citing [REG 11.1.3](#), [REG 11.1.5](#) and [REG 11.2.2](#).

The Away Team stated that a The Home Team player – A – was “not named on the team sheet” and that he had “played for The Home Team in BUCS 2 for over 50% (10 games) of the league as well as playing their BUCS 2 cup fixtures vs [REDACTED] on the 1st of March...& vs [REDACTED] Men’s 1 on the 8th of March”. They added that “Player A definitely played in the cup final on the [REDACTED] of April” and that they believed that his involvement was “a direct conflict of [REG 11.2.2](#), [REG 11.1.3](#), [REG 11.1.5](#) as he wasn’t named on BUCS play but was involved in the game and was league and cup tied to The Home Team BUCS 2”.

The Away Team noted: “As a result of the weather on the XXXX of March the Final was postponed between the two sides (The Home Team 4’s & The Away Team 5’s). However, The Home Team’s BUCS 2 Cup game did go ahead involving players who then went on to play The Away Team 5’s in the Final on April 5th”. The Away Team named these players as: [REDACTED]
The Away Team argued that if the final had gone ahead on Wednesday 8 March then “these players would not have been involved due to their BUCS 2 selection and as such should be considered as being dropped down to BUCS 4 for the final which is a blatant disregard of the rules and integrity of the competition”.

The Away Team also stated that they believed they “did dispute the team sheet via BUCS Play before kick off, which is why Player A potentially will not show on the Home Team sheet” believing it to be “locked which then prohibited The Home Team to amend”. The Away Team added that there was “a discrepancy between The Home Team’s team sheet posted on social media” and “what is on BUCS Play because of this.”

In support of their Appeal The Away Team provided screenshots of BUCS Play team sheets for this match, both as they were from when it was originally scheduled to be played (Wednesday 8 March) and how they were at the time of appeal, a screenshot of a team line-up that The Home Team posted on Instagram on Tuesday 4 April, as well as screenshots and printouts of BUCS Play team sheets for The Home Team men's 2s from Wednesday 1 and Wednesday 8 March. They also provided a copy of a Playing Under Protest Form, completed at 14:00 on Wednesday 5 April, on which it was alleged that [REG 11.1.3, REG 11.1.5](#) had been contravened due to [REDACTED] being alleged to have "represented The Home Team Men's 2 in the National Vase knockout competition on >49% of that teams games".

In their response, The Home Team stated that:

"The Away Team have claimed that if the game would have gone ahead as planned on the 8th of March then the following players would not have been at the fixture; [REDACTED]. Each of these players are members of our BUCS 4XV. They were used by the BUCS 2's for a game based on injury cover, three of the five players named are front row. They have played more than 49% of games for the 4XV in both league and cup. Players should not be penalised for being rewarded with an appearance in a higher team when an opportunity presents itself".

The Home Team argued: "Had the game gone ahead as scheduled, we believe the outcome would have been the same. The team we had prepared for the cup final game was an extremely strong and capable team that was unbeaten this calendar year. We would have been able to have played the same squad as proposed for the original date, had we been able to reschedule the game during our academic term time ([REDACTED] March was proposed). However, The Away Team could not play this date due to their Varsity and instead pushed for a date within our Easter break and student reading weeks. As a result of players being unavailable to feature in the rearranged date due to injury or work/travel commitments during the Easter break we chose to include in our squad our front row cover - [REDACTED]. We also chose to include our Captain and Vice-Captain [REDACTED]".

Regarding the eligibility of these five players, The Home Team provided the following regarding their appearances for their men's 4s in the 2022-23 season which they hoped "outlines and confirms" their eligibility and "shows that they are within the BUCS 4XV squads as their normal teams":

"BUCS 4's 22/23 season - 15 fixtures total

- [REDACTED] has played 7 games for BUCS 4's - 47% (missed 8 weeks of the season)
- [REDACTED] has played 14 games for BUCS 4's - 93% - Captain
- [REDACTED] has played 8 games for BUCS 4's - 53% having moved up from BUCS 5's in November
- [REDACTED] has played 3 games for BUCS 4's - sustained a major injury in October and returned to rugby on 1st of March 2023
- [REDACTED] has played 13 games for BUCS 4's - 87% - Vice Captain"

In relation to Player A, The Home Team stated that they had "discussed with The Away Team the confusion with this player and his eligibility", explaining "very openly and clearly" that they "did not realise he was ineligible given that he is a 4XV team player" adding that he had "trained with the 4XV all year but has been pulled up for injury cover".

The Home Team added: "He was initially due to be in our squad and was on a team sheet given to our media team, however he was then removed from the team when a player, [REDACTED], was believed to be fit for the fixture. The team was selected on BUCS Play to reflect this. On the morning of the game, [REDACTED] was asked to play as injury cover due to [REDACTED] not being able to. As discussed with The Away Team, when we tried to update the team on BUCS Play it had already been locked due to being disputed by The Away Team. We made every effort to inform relevant parties, the match officials were aware before kick-off and they checked student ID's to verify. The fact that we posted the team sheet on social media, and it was left there is clear evidence of us not hiding anything. This was all discussed with The Away Team SU on 17th of April at 09:30 and was accepted by them and also confirmed on their appeal paperwork submitted".

The Home Team argued that due to “additional injuries and player illness” they found themselves “short of players” and pulled up four players from their men’s 5s to ensure the match could go ahead and that had they “been intent on securing a win unfairly” then they “wouldn’t have intentionally taken a weakened squad” to the rearranged match.

The Home Team argued that: “Rugby is not a one-person game, one person would not have influenced the game and we firmly believe that had Player A not have played the outcome would have been the same. As we have evidenced with the use of four players from our lowest tier sides, one or two players does not cause an outcome, it is the squad as a whole who win or lose”. Finally, The Home Team stated that “It should be noted that our 4XV and 2XV are linked as our 3XV are our fresher’s team which BUCS are aware of”.

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the appeal is rejected, and the result of the match shall stand.

[REG 11.2.8](#) states that: “Institutions/Playing Entities not completing team sheets adequately will not be able to appeal in this regard. A team not seeking to check an opposition’s eligibility prior to the fixture and/or not completing a team sheet adequately cannot appeal in this regard”.

[REG 11.2](#) states that “teams are required to complete and have the opposition verify (approve or dispute) a team sheet prior to the match starting.” Furthermore, [REG 11.2.6](#) states that once a captain has checked the opposition’s team sheet and followed the prior steps of [REG 11.2](#) that they “must either ‘approve’ or ‘dispute’ the team sheet on BUCS Play. Any captain disputing a team sheet must correctly complete a Playing Under Protest form to detail why they team sheet has been disputed.”

The Panel checked on BUCS Play and the Home Team sheet for this match was not disputed until 14:22 on Thursday 6 April – over 24 hours after the match was due to kick-off. As such, The Away Team are found to have not met [REG 11.2](#) and [REG 11.2.6](#) and therefore under [REG 11.2.8](#) cannot appeal regarding The Home Team’s team selection.

Had The Away Team approved or disputed the team sheet prior to the match (depending on their knowledge of any potential issues/regulation breaches at the time), then the selection of these players could have been appealed, but by not confirming this by approving or disputing the team sheet prior to kick-off, The Away Team forfeit this opportunity.

The Appeal is therefore rejected, and the result will stand with The Away Team paying the £50 Lodging Fee.

However, the Panel would like to provide some clarity around [REG 11.1.3](#) for The Home Team and The Away Team

as it was not clear if both understood how majority/normality is applied. It is not the % of an individual’s tally of fixtures selected for, but the % of a team’s scheduled league fixtures which that player has been selected for. Players are permitted to “play up occasionally” but once they have played the majority of a team’s scheduled league fixtures (over 50%), for example 8 out of 14, then they have established normality for this team and cannot subsequently play for any lower ranked teams for the remainder of the season. This is also true regarding “playing down and staying down” – a player can only play down if they haven’t yet established majority.

Where an institution has more than two teams, then selection for all higher ranked teams are considered – wording in [REG 11.1.3](#) helps explain this:

“*Normally is defined by an individual establishing 'normality' by being listed on the team sheets for a majority (more than 50%) of a particular team's total league fixtures. In the rare case that an individual has been listed on the team sheets for multiple higher ranked teams, then the totals of these will be combined and counted against the lowest of these teams' total league fixtures to identify if they are eligible to represent any lower ranked team. 'Normality'/majority is established through league fixtures only, however this regulation still applies to knockout competition fixtures unless specifically stated otherwise.”

[Reg 11.1.5.1](#) which was referenced by The Away Team is not relevant to such a competition as this, as it is not a “Knockout round robin” and there are no “cup tied rules”, with it being establishment of

normality/majority which may stop an individual subsequently competing for a lower ranked team. If a player has not achieved majority, then they are not locked to this team and can be eligible to compete for a lower ranked team, which could be for many valid reasons such as form, return from injury of players they were covering etc.

Additionally, if The Home Team have been trying to utilise BUCS's Rugby Union specific regulations regarding movement of front rows, they are advised that this only applies for moving up or down by one team – it doesn't matter whether The Home Team identify their 3s as a 'freshers team' which is not something that BUCS formally recognises, so a 2s front row player cannot use such a regulation to play for the 4s. BUCS player movement regulations (REG [11.1](#) and any sport specific regulations) operate across all teams unless any teams are ring fenced ([REG 11.1.7](#)).
