

BUCS MATCH APPEAL DECISIONS 2023-24

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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 2023-24 season to date. Where there is a gap in the numbering, this is because an appeal was withdrawn before it was ruled

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: Water Polo

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

Regulation(s): WAT 2.2.1, WAT 6.2, REG 9.3.1, REG 9.3.4.3, REG 9.3.4.7, REG 9.3.4.7.1, REG 12.3, **REG 12.3.1, REG 15.6**

Decision: Rejected - Result to Stand

Justification of decision: Home Team have raised an Appeal for this fixture citing Regulations WAT 6.2 and WAT 2.2.1, claiming that:

"The minimum number of players per team required for a fixture to start will be six. The opposition had fewer than six at 20:30, which meant the match couldn't start on time." They also added that "BUCS recommends that at least 70 minutes of pool time are booked. Institutions/Playing Entities failing to book sufficient time will be considered to have defaulted on the match if, for any reason, there is insufficient time to bring the fixture to a conclusion. Due to the opposition's lateness, the match could not run for the allotted amount of time," as per WAT 2.2.1.

In support of their appeal, they submitted a Playing Under Protest form signed at 20:33 on the day of the match, on which it was noted "need at least 70 minutes of play, late," a photograph of five Away Team players and a clock showing 20:31, and a screenshot of BUCS Play taken at 12:23 with no Away Team players listed.

In their response, Away Team said: "Away Team were aware they were running late as the team got caught in traffic and diversions causing them to run late. They kept Home Team aware of this as they were travelling, however, the match had a start time of 20:30 and the match actually started at 20:33."

In response to the team sheet, they added, "As per the team sheet screenshot attached there were 13 players listed prior to the start of the game. The screenshot provided by Home Team was taken at 12:32 in the afternoon, there is no requirement to have the team sheet completed 8 hours before the



game. At 20:33 there were 13 players present for the game to commence. I have also attached the match sheet completed and signed by all officials."

In response to the lack of pool time, Away Team responded: "Regarding not enough time for the pool booking, the home team Home Team is responsible for booking the pool for long enough, not the away team. However, the pool was booked until 21:30 and the game was completed at 21:05 where the full 32 minutes of gameplay was completed. There was ample time to complete the game if longer was needed, which it wasn't."

In support of their response, Away Team provided a screenshot of the BUCS Play team sheet taken on XX/XX/XX, showing 13 players listed, as well as a photograph of the score sheet.

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.

Home Team's quoting of <u>WAT 2.2.1</u> struck the Panel as in error, or because of a misunderstanding, as this regulation covers the requirement to provide sufficient time for the match, which as per <u>REG 9.3.1</u>, is the obligation of the home team, in this case Home Team. Away Team can therefore not be in breach of <u>WAT 2.2.1</u>.

<u>WAT 2.2.1</u> BUCS recommends that at least 70 minutes of pool time are booked (longer for knockout fixtures). Institutions/Playing Entities failing to book sufficient time will be considered to have defaulted on the match if for any reason there is insufficient time to bring the fixture to a conclusion.

<u>REG 9.3.1</u> It is the responsibility of the host institution to provide the correct conditions and time availability for a match (as laid down in the relevant BUCS sport-specific regulations, or where there is no BUCS regulation, in the appropriate rules of the International/National Governing Body of the sport concerned (as identified in the sport-specific regulations)) to take place. This includes facilities (including appropriate changing rooms), equipment, first aid cover, and playing time. This is especially prevalent in matches where extra time may be required.

WAT 6.2 states that the "minimum number of players per team required for a fixture to start will be six." Whilst Away Team may not have had six players present at the intended start time of 20:30, there is no suggestion that they did not have at least six when the match did eventually get underway. As such, WAT 6.2 is not deemed to have been breached.

<u>WAT 6.2</u> Minimum number of players for a fixture to start The minimum number of players per team required for a fixture to start will be six.

<u>REG 9.3.4.7</u> covers late arrivals, and it is mentioned that if the match cannot be played to a full conclusion, efforts should be made to complete at least 75% of the fixture. In this instance, the match appears to have been played to its full conclusion as per the scoresheet provided by Away Team. The Panel also noted that even in cases where there isn't sufficient time to complete the match, as per <u>REG 9.3.4.7</u>, if at least 75% of the match is completed, then a result can be taken. It is also important to note that Away Team, as per their response, communicated with Home Team that they were running late.

<u>REG 9.3.4.7</u> Late arrivals Where a team arrives late to a fixture every effort should be made for the fixture to be played in accordance with <u>REG 9.3.4.1</u>. If the match cannot be played to a full conclusion:

<u>REG 9.3.4.7.1</u> In the case of a league match: If it can be played to at least 75% of normal time, then a result can be taken at this time and will stand. Where the team arrives too late for a minimum of 75% of the fixture to be played, if the lateness of the team was caused by the team, or one of its members, that team shall concede a walkover, but if the lateness of the team was caused through no fault of the team, the fixture should be rearranged in line with <u>REG 14.3/REG 14.4/REG 14.5.</u> The venue of a rearranged match will be determined in line with <u>REG 14.2,</u> unless an alternative is agreed between the institutions/Playing Entities concerned.

The requirement for team sheet completion is before the match starts, not any specific time before. As such, there is no requirement for Away Team to have any players listed at 12:23 for a match starting at 20:30. From checking BUCS Play, the Panel identified that neither team 'approved' or 'disputed' the other's team sheet before the match, which means that both failed to correctly follow the process of



<u>REG 11.2</u>. The evidence submitted regarding team sheets is – based on the previous regulation points – irrelevant but is an area of education for both institutions to address with their teams.

It is also worth noting that the Playing Under Protest Form wasn't adequately completed. Any Playing Under Protest Form is required to capture the essential information as per <u>REG 12.3</u>, with <u>REG 12.3.1</u> stating: "A Playing Under Protest (PUP) Form that does not meet the requirements of <u>REG 12.3</u> will be rejected by BUCS as being incomplete and therefore insufficient to support any subsequent match appeal." The PUP Form was missing the institution name, the level of team, the conference, and the tier. It is recommended that Home Team ensure that their teams have copies of the current PUP Form which has been designed to be easier to complete and clearer on what is required.

Appeal Number: 2

Type of Appeal: Initial

Sport: Football

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

Regulation(s): Reg 11.2, REG 11.2.7.1, REG 11.2.7.2, REG 11.2.9, REG 12.3.1

Decision: Rejected - Result to Stand

Justification of decision: Home Team have raised an Appeal for this fixture citing Regulations 11.2, claiming that:

"Section 11 of the Rules & Regulations clearly states that Team Sheets need to be submitted an hour before Kickoff. Not only did Away Team not submit a team sheet prior to the match, they did not submit a Team Sheet at all. Given the distance between the locker room and the pitch, along with the weather (torrential rain and wind), there was no way of checking if the team sheet was in prior to Kickoff as I could not take my mobile device with me to the pitch." They also added that "Upon completion of the match and I regained access to my phone, I realised no Team Sheet was filled out, and I filed a dispute on the BUCS app. When I filled out the Playing Under Protest Form, their team/captain was no longer in the vicinity, therefore it does not have their signature. Given there was no team sheet in this cup match, there is no way of knowing who played in this match, or if they were even eligible. We believe this is a clear breach of rules and regulations, therefore we are submitting an official appeal."

In support of their appeal, they submitted a Playing Under Protest (PUP) form signed at 16:15 on the day of the match, on which it was noted "Away Team did not submit a team sheet for this match. There is no way of telling who played for them or if they were all eligible as the team sheet is blank." They also provided screenshots of the BUCS Team sheet before the match. However, the Panel noted that this PUP form was incomplete.

In their response, Away Team said: "Under regulation 12.1.2 which states that 'If a team 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 when the grievance was noted, 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 based on those grounds'."

They also added: "Hence, they would have had knowledge of the conditions that amount to a breach. However, they did not raise any concern during the fixture and were happy to play the football match. Furthermore, another regulation, 12.1, states that 'if a team does not have a BUCS playing under protest form (which they did not), any equivalent paperwork used/produced must meet the requirement of REG 12.3' which states that the name and signature of the opposition captain (myself) is required. However, at the time of the fixture, the opposition, Home Team, did not dispute anything



nor provide me with any paperwork to sign, hence their claim is invalid. BUCS regulations 11.2.7.1 further support my point that the opposition did not have a 'play under protest' form with them nor any paperwork, so it is impossible for them to have acquired my signature."

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.

Home Team's appeal is rejected on the grounds that they did not complete a Playing Under Protest Form before the match started. As per <u>REG 11.2.7.1</u>, teams encountering issues they may wish to appeal against should follow the procedure outlined in <u>REG 12</u>, which involves disputing the opposition's team sheet and completing a Playing Under Protest Form. Home Team's failure to adhere to this essential protocol resulted in the rejection of their appeal.

Appeal Number: 3

Type of Appeal: Initial

Sport: Football

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

Regulation(s): IFAB Law 3.2, Reg 12.1.2, REG 12.2

Decision: Rejected - Result to stand

Justification of decision: Home Team have raised an Appeal for this fixture citing Regulations 11.2, claiming that: "There is no BUCS regulation in relation to the number of opportunities/stoppages a team is allowed to make during a fixture, just the number of actual substitution players allowed (5). Therefore, NGB laws apply; in this case, it's the SFA (Scottish Football Association), which is governed by the International FA Board. Law 3.2 states: each team has a maximum of three substitution opportunities. The Away Team made four substitution opportunities (see the attached screenshot of Law 3.2).

The Home Team believe the substitute players who came on at the fourth and illegal time of substituting were involved in the third goal scored by Away Team (3-1) and contributed to denying Home Team the opportunity to score to equalise to make it 2-2, ultimately impacting the scoreline. At the time of the fourth substitution, the Home Team questioned this, and the Away Team said they were allowed four stoppages for substitutions; play continued as the Home Team could do nothing. The only suitable time to complete a PUP form was at the end of the match."

In support of their appeal, they submitted a Playing Under Protest (PUP) form signed at 19:18 on the day of the match, on which it was noted that Away Team made four stoppages of play for substitutions.

In their response, Away Team said: "As per the IFAB Law 3.2, the 'maximum of three substitution opportunities' is only in the circumstance of 'men's and women's competitions involving the 1st teams of clubs in the top division or senior 'A' international teams,' which the fixture in question is not. Scottish Tier 1 is not the top division of BUCS or at a level commensurate with 'senior 'A' international teams.'

The final substitution was made in the 88th minute, and the player, had no involvement in the final goal scored to take the score from 2-1 to 3-1, nor did they deny Home Team any goal-scoring opportunity. Please refer to the team sheet attached for more information from the referee regarding timings."



They also added: "In accordance with <u>REG 12.1.2 and REG 12.2</u>, the team should have filled out a Playing Under Protest Form at the time of the grievance. This was not the case."

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. This decision is final and binding, and all parties involved are expected to comply with the outlined regulations and directives.

Home Team's appeal is rejected on the grounds that IFAB LAW 3.2, which specifies a "maximum of three substitution opportunities," is not applicable in this case due to Scottish Tier 1 not being the highest division within the BUCS programme. The highest tier in the competition structure would be the Premier Tier games, and hence the law will not be valid for this situation. Given that there was no prior agreement between both teams before the match as per the IFAB law regarding the number of substitutions, and considering the response from Away Team as well as the referee's report indicating that the substituted player had no direct involvement in the goal, the Panel does not find sufficient grounds to conclude otherwise.

The Panel also took into consideration that the Playing Under Protest Form was not completed on time. As per Reg 12.2, you have the opportunity to halt play, given that the match official was given advanced warning.

Appeal Number: 4

Type of Appeal: Initial

Sport: Football

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

Regulation(s): REG 12.1, REG 9.3.1, REG 10.2, REG 12.1, REG 12.3, REG 15.3, FOO 6.2

Decision: Rejected - Result to stand

Justification of decision: Institution A raised an Appeal for this fixture citing <u>REG 12.1</u>, <u>REG 9.3.1</u>, and <u>REG 10.2</u>, claiming that:

"No Referee (we were told the referee was not attending. The opposition then found someone 45 minutes later who we suspect was unqualified), No corner flags, No nets on the goal (incorrect nets used).

It is the responsibility of the host institution to provide the correct conditions and time availability for a match (as laid down in the relevant BUCS sport-specific regulations, or where there is no BUCS regulation, in the appropriate rules of the International/National Governing Body of the sport concerned (as identified in the sport-specific regulations)) to take place. This includes facilities (including appropriate changing rooms), equipment, first aid cover and playing time. This is especially important in matches where extra time may be required.

It is the responsibility of the first-named (home) institution/Playing Entity to arrange all appropriate match officials."

In support of their appeal, Institution A submitted a Playing Under Protest (PUP) form, noting that there was no referee, no corner flags, and no goal nets.

In response, Institution B stated:

"I was aware of the official not arriving on time yesterday. I received a call from my captain (XXXX) at 12:57 – number ending in 702, as shown in the call records. I passed on the official's number to my captain, and while I was finding the number for (Officials Appointment Officer), XXXX called again at 12:59 to say that (appointed official) was unaware of the appointment. At 13:00, I called (but he didn't answer, so I left a voicemail.

was due to officiate a local league game at 14:00, so our men's club secretary called him as he lives near . He arrived by 13:20 for the 13:28 kick-off.



the Institution A football manager, who agreed to play the match on the pitch. and he is a level 5 official.

I received confirmation from my captain at 15:54 that the fixture started at 13:28, with the final score being 1–0."

Institution B also submitted email conversations with referees, and screenshots of text conversations and phone calls.

Having reviewed all the submissions and relevant regulations, the Panel decided that the Appeal is Rejected, and the result of the match shall stand.

During the careful review of the appeal by Institution A, the Panel assessed the application despite deficiencies in the 'BUCS Playing Under Protest Form' (PUP). According to <u>REG 12.1</u>, teams are advised to complete this form when they believe match conditions do not conform to BUCS rules and regulations. The PUP is crucial documentation, and its proper completion, including the captain's signature, is emphasised. However, in this case, the PUP submitted by Institution A lacked the essential captain's signature, making it procedurally incomplete. As a digital signature was not acceptable, the appeal regarding the absence of a referee is not valid.

<u>REG 12.1</u> states that if a team feels, upon arrival or during a fixture, that conditions do not adhere to BUCS rules, they should complete a 'BUCS Playing Under Protest Form' (Appendix 8) as soon as the grievance is noted. Teams are advised to carry at least two hard copies of the form. If a team lacks a BUCS Playing Under Protest Form, any equivalent paperwork must meet the requirements of <u>REG 12.3</u>.

However, Institution A's grievance concerning the absence of corner flags and the use of incorrect goal nets is considered valid. This grievance is supported by <u>FOO 6.2</u>, which underscores the home team's responsibility to provide these essential items for a match. Failure to do so may result in penalties and the non-fulfilment of the fixture. Therefore, it is recommended that Institution B take necessary measures to ensure the readiness and availability of all essential equipment, including corner flags and goal net pegs, for all future matches.

While Institution A raised appeals related to Regulations 9.3.1 and 10.2, which pertain to the responsibility of the host institution to provide appropriate conditions and arrange match officials, respectively, these appeals were not substantiated. This is primarily because the match proceeded with the appointment of an alternative referee, addressing the issue of referee availability. Furthermore, the Panel noted that appeals regarding match officials should first be directed to the opposition's Athletic Union (or equivalent) as per Reg 15.3. Appeals made without this attempt may be rejected, and the Panel considered this regulation during the review.

<u>REG 15.3</u> states that appeals relating to match officials should first be directed to the opposition's Athletic Union (or equivalent) to resolve the issue without formal appeal. Appeals lodged without such attempts may be rejected (lodging fee payable).

In conclusion, the Panel upheld the initial match result of 1–0 in favour of Institution B. This decision underscores the Panel's commitment to fairly assess appeals, even when procedural requirements are not fully met. It is essential for all parties involved, including Institution B and Institution A, to continue adhering to BUCS regulations to ensure fair competition, including the proper completion of necessary documentation.

For these reasons, the Appeal is Rejected, and the result will stand, with Institution A charged the £50 Lodging Fee.

The Panel also recommends the following to both institutions:

 Institution B should ensure strict compliance with <u>FOO 6.2</u>, which mandates the provision of corner flags and goal net pegs for all matches. Adequate preparations should be made to avoid equipment lapses.



- Institution A should pay close attention to completing essential forms, such as the 'BUCS Playing Under Protest Form.' Correct completion, including obtaining the captain's signature, is crucial for the validity of any future grievances.
- Improved communication with the opposition and match officials is essential. If concerns arise, Institution A should make every effort to communicate promptly and clearly to prevent disputes.

Appeal Number: 5

Type of Appeal: Initial

Sport: Futsal

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

Regulation(s): REG 12.1.2, REG 10.3, REG 10.4, FUT 11.2

Decision: Rejected - Result to Stand

Justification of decision: : Institution A raised an Appeal for this fixture citing Regulations <u>FUT 11.2</u>, claiming that:

"Institution A wanted to play a 'flying goalkeeper' using a coloured bib or a third kit as no second goalkeeping jersey was available. They were told by the referee and the opposition that they could not do this, and as a result, were unable to use the 'flying goalkeeper' tactic at a crucial point in the fixture. Reg FUT 11.2 states that they should be allowed to play a 'flying goalkeeper' using a coloured bib."

In support of their appeal, Institution A submitted screenshots of the bibs and jersey they had brought to the game.

In response, Institution B stated:

"We have spoken to our team about this appeal, and they have confirmed that the decision was made by the referees. The officials were centrally appointed by BUCS, so were qualified to officiate at the required level for the competition and neutral in their decision-making.

The Institution B team mentioned that this question was raised with about 3 minutes left in the game, and following the match official's decision, Institution A continued to play under these conditions without filling out the Playing Under Protest form until after the game had concluded.

Ultimately, we did not and should not have had a say in the decision made by the match official, nor should we have interfered, as it is the match official's decision to make. We acknowledge the BUCS regulations and so does our team, but we believe that Institution A accepted these conditions to play under, and therefore, we would not accept a replay of this fixture."

Having reviewed all the submissions and the relevant regulations, the Panel decided that the Appeal is Rejected, and the result of the match shall stand.

<u>REG 12.1.2</u> states that if a team begins or continues a fixture with knowledge of conditions that breach regulations but fails to complete a Playing Under Protest Form when the grievance is noted, they are deemed to have accepted the conditions of play and cannot later submit a match appeal based on those grounds.

<u>REG 12.2</u> allows a team to stop play at an appropriate time to complete a Playing Under Protest form during a fixture, provided they give advanced warning to the official in charge and complete the form within a reasonable timeframe to avoid impacting the fixture's completion.



<u>REG 10.3</u> specifies that an institution/Playing Entity cannot appeal against a decision made by an official appropriate for the match.

The Panel found that the decision regarding the use of the 'flying goalkeeper' was made by the match officials, who were centrally appointed and qualified for the competition, as outlined in <u>REG 10.3.</u> Furthermore, Institution A continued to play under these conditions without promptly addressing the issue by completing a Playing Under Protest Form. Therefore, they are deemed to have accepted the conditions of play as per <u>REG 12.1.2</u>.

<u>REG 10.4</u> states that the first-named (home) institution/Playing Entity is responsible for ensuring that all match officials are aware of the BUCS general and sport-specific regulations, especially where these differ from International/National Governing Body regulations.

<u>FUT 11.2</u> clarifies that where a "Flying Goalkeeper" is used, and a second goalkeeping jersey is unavailable, teams may use a different coloured bib, which does not need to have a number on it.

The Panel acknowledges that Institution A correctly cited the relevant regulations, indicating a valid claim. However, the rejection of their appeal was due to procedural non-compliance. Therefore, the Panel directs Institution B to educate their teams about the pertinent regulation (FUT 11.2) to prevent future misunderstandings. Additionally, Institution B is instructed to adhere to REG 10.4, ensuring that match officials are well-informed about both BUCS general and sport-specific regulations, particularly when these differ from International/National Governing bodies' rules. This measure will contribute to more consistent and accurate rule application in future competitions.

Appeal Number: 6

Type of Appeal: Initial

Sport: Rugby League

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

Regulation(s): REG 9.2.1, REG 10.3, REG 13.7, RUL 2, RFL Community Game Operational Rules

Decision: Accepted - Walkover to Away Team

Justification of decision Institution A has raised an appeal against the walkover Institution B claimed for this fixture, stating that:

- "Institution A arrived at Institution B to find a pitch they deemed unplayable according to their coach and players. Institution B and the appointed RFL referee believed the pitch was playable.
- The RFL does not have specific 'pitch inspection guidance,' so Institution A carried out their own pitch testing, which included dropping a pole from arm's height, and gathered other video evidence (attached). PLEASE NOTE WE CANNOT CONFIRM IF Institution B's Rugby Union game on the pitch next to the Rugby League game was called off, as is stated in the video.
- Institution A concluded, based on their tests, that the pitch was unplayable and unsafe, potentially leading to injury for players on either side."

In support of their appeal, Institution A submitted videos demonstrating their concerns about the pitch's condition and a written review from their Rugby League Head Coach.

In their response, Institution B stated: "On November 29th, Institution B was to host Institution A in a Rugby League Premier game at our Highfields Sports Grounds. Institution B was scheduled to host



three Union/League games that day. One game was played to conclusion on the pitch next to the planned Rugby League pitch. The Rugby League pitch was shaded by trees and was slow to clear that day.

The Rugby Union game that did not proceed was the Rugby Union M3's match, which would not have taken priority over a Premier League game. The Institution B team was in conversation with Institution A regarding the pitch, and while there was a difference of opinion about the pitch's condition, we deferred entirely to the independent referee's decision."

Institution B also provided a statement from the referee and emphasized their reliance on the judgment of the independent referee appointed by BUCS.

Having reviewed all submissions and the relevant regulations, the Panel decided that the appeal is rejected and that the walkover claimed by Institution B shall stand.

The Panel carefully considered the appeal submitted by Institution A. The key factor in the Panel's decision is the affirmation of the referee's authority. The referee, Joseph Raddings, deemed the pitch playable. Institution A's decision to contest this judgment, citing concerns about player welfare, was acknowledged, but the Panel referenced the BUCS regulations, RFL Laws of the Game, and the RFL Operational Rules to determine which regulations apply to decisions regarding pitch suitability.

The Panel identified the following regulations as relevant to this case:

- BUCS General Regulation <u>REG 10.3</u>: "An institution/Playing Entity cannot appeal against a decision made by an official appropriate for the match."
- BUCS Rugby League Regulation <u>RUL 2</u>: "Each institution/Playing Entity participating in BUCS Rugby League agrees to observe the Community Game Operational Rules... and any other rules and policies adopted by the RFL through the RFL Board and shall ensure that their members, employees, officials, volunteers, spectators, and similar shall observe such rules and policies."
- RFL Operational Rules (Community Game) First Aid Standards 2023, Point 8.3.7: "Where pitches are frozen, this should be assessed by the referee before the match and by coaches before training. Activity should not take place on frozen pitches."

After reviewing these rules, the Panel concluded that the match official's presence at the fixture means they have the authority to determine pitch suitability. The Panel believes it would set a problematic precedent if teams were allowed to overrule this decision and enforce a postponement. Similarly, the Panel did not believe it could or should overturn a match official's decision on such matters.

The Panel clarified that it does not question Institution A's integrity or their belief that the pitch may have been frozen. However, as the referee deemed the pitch suitable for play, the match cannot be classified as a postponement under <u>REG 14.1</u>. Consequently, Institution A's refusal to play constitutes a voluntary walkover under <u>REG 9.2.1</u>, as Institution B did not agree to reschedule the fixture. The Panel considered whether this could be classified as an involuntary walkover but determined that Institution A had the option to play and therefore deemed it voluntary.

For the above reasons, the appeal is rejected, the result – a walkover win to Institution B – will stand, and Institution A will be charged the £50 Lodging Fee.

Note: The Panel recommends that both institutions be informed that future walkover claims should not cite the regulation itself (<u>REG 13.7</u>) as the reason for the claim. This guideline is intended to protect teams and ensure that walkovers are only claimed under reasonable circumstances, in



adherence to regulations. While the Panel found sufficient grounds to convene in this instance, it advises caution in applying this guideline in future cases.

Appeal Number: 7

Type of Appeal: Initial

Sport: Rugby League

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

Regulation(s): <u>RUL 4.1, RUL 4.3, RUL 8, RUL 10.2</u>, <u>REG 4.6</u>, <u>REG 9.3.4.7</u>, <u>REG 10.4</u>, <u>REG 11.2</u>, <u>REG 12.1</u>, REG 14.3, REG 15.8.5.

Decision: APPEAL UPHELD – FIXTURE TO BE REARRANGED WITH NORTHAMPTON AS HOME TEAM

Justification of decision Institution A have raised an appeal against the walkover Institution B have claimed for this fixture. In response to the regulations which Institution B alleged Institution A to have breached in their claiming of the walkover (<u>RUL 8 and RUL 10.2</u>), Institution A stated:

"Institution A arrived at the venue at 12:15 (train arrived at Local Train Station at 11:55, it is a 5-10-minute car journey away from the venue) meaning 75% of the fixture could have been played before the 13:30 cut off point as per Reg 9.3.4.7.1."

They also added that, "The start time was not delayed to the latest possible time to play 75% of the fixture which in this specific case would have been 12:20 (30 minutes each half with a 10-minute break at half time) which would have allowed the rest of our team to arrive at the venue and therefore field a team of at least 9 players."

Institution A also provided further explanation as to why they felt the walkover should not stand, stating:

"The IA for Institution A was not notified prior to and did not give written consent to have the fixture start before the 1pm start time as per Reg 9.3.5." and that arguing that Institution B did not complete a Playing Under Protest Form when they believed the fixture would be breaking BUCS rules and regs – as per REG 12.1 – which they argued in this case was before the fixture started. They also raised that "Institution B did not submit a team sheet for the fixture as per Reg 11".

The Panel did not receive a response from Institution B as per the stipulated regulation (<u>REG 15.8.5</u>) within the stipulated timeframe. Hence, the Panel discussed the case based on the submission by Institution A and by reviewing the email chain in which the walkover was claimed.

After the Panel had reviewed the appeal, email chain, and regulations cited, they came to the following conclusions.

With regards to the alleged breach of <u>RUL 8</u> regarding the duration of a match, the Panel agree that Institution B – and the referee - had failed to consider <u>REG 9.3.4.7</u> regarding late arrival of a team:

<u>REG 9.3.4.7</u> Late arrivals Where a team arrives late to a fixture every effort should be made for the fixture to be played in accordance with <u>REG 9.3.4.1</u>. If the match cannot be played to a full conclusion:

<u>REG 9.3.4.7.1</u> In the case of a league match: If it can be played to at least 75% of normal time, then a result can be taken at this time and will stand. Where the team arrives too late for a minimum of 75% of the fixture to be played, if the lateness of the team was caused by the team, or one its members, that team shall concede a walkover, but if the lateness of the team was caused through no fault of the team the fixture should be rearranged in line with <u>REG 14.3/REG 14.4/REG 14.5.</u> The venue of a rearranged match will be determined in line with <u>REG 14.2</u>, unless an alternative is agreed between the institutions/Playing Entities concerned.



Noting that the pitch was expected to be given over for a following fixture at 13:30 (though not due to start until 14:00), 75% of normal time could have been completed – as well as a 10-minute half-time break – if the match had started as late as 12:20. It was also not clear whether there were any efforts made to see if play could go on past 13:30, for example if the following match could be delayed, or if it was to be used for warm-ups, could these take place elsewhere.

This also links to the alleged breach of <u>RUL 10.2</u>, as whilst Institution A did not have enough players present to be permitted to start the match at the scheduled time of 12:00, they were not given the opportunity to have enough players present by a delayed start time for a match which would have been acceptable under <u>REG 9.3.4.7</u>.

It is stated by the match official in the email chain in which the walkover was claimed by Institution B that both sides agreed that "Institution A would forfeit the fixture and it would be a walkover". The Panel are not questioning the match official's recounting of any conversations, however, under BUCS' regulations, walkovers can only be claimed or conceded by authorised institution staff following the process detailed in REG 13.7, or where any other regulations may dictate how a walkover may be applied. As such, the Panel do not consider that Institution A concede a walkover on the day of the match.

However, the match official has also stated that both sides agreed that the match "would be played as a friendly and not a league fixture". For this reason, the view of the Panel was that the scheduled BUCS fixture did not take place on the day as scheduled. The Panel also wished to note, that this is seen as a breach of RUL 4.3 by both institutions, as this regulation states: "Any team desiring to arrange a friendly must seek permission from the RFL Competition Officer. No friendly fixtures shall be arranged on a league fixture date without prior approval of the RFL Competition Officer."

The Panel felt that this was a very frustrating situation, as a seeming lack of knowledge of various regulations by both teams and the match official, led to a friendly match happening of a duration of which an actual league fixture could have had an accepted result from. Both institutions are advised to ensure that their teams are aware of the regulations and the need to consult these when such situations occur, with Institution B reminded that as the home institution it is their responsibility to ensure that the match official also is as per REG 10.4. It is also worth noting that if this had been considered the actual BUCS league fixture, both institutions could be facing a charge of misconduct under REG 4.6 for fielding ineligible participants (students of the other institution).

With regards to Institution A's claim that Institution B had breached <u>REG 9.3.5</u> by not getting their permission "to have the fixture start before the 1pm start time as per <u>Reg 9.3.5</u>", the Panel noted that the applicable regulation for Rugby League would actually be <u>RUL 4.1</u> which states: "All matches shall, unless there is mutual agreement between competing teams to the contrary, be organised and staged on Wednesday afternoons with a kick-off time scheduled for 14.00.". By Institution A having travelled for a 12:00 start time, they are not entitled to play under protest or later appeal regarding this though as per <u>REG 12.1.1</u>. Institution B are advised to review any planned rugby league start times and ensure future adherence to <u>RUL 4.1</u>, whilst Institution A are advised to raise any issues with start times as soon as these are identified prior to the fixture date.

Institution A's suggestion that Institution B should have played under protest was deemed not relevant by the Panel, on the basis that the two teams had agreed that what did take place was a friendly, therefore there was no BUCS match to have been playing under protest.

This was also the case regarding Institution B having not completed a team sheet, however Institution B would have needed to have done this if it had been a BUCS match played and seemingly were not prepared to have done so having not listed any players by 12:00. Both Institution A and Institution B are advised to speak with their teams to ensure that they are correctly following <u>REG 11.2</u> for all fixtures

The decision of the Panel is therefore that the appeal is upheld – the walkover claimed by Institution B shall not stand and the fixture is to be rescheduled. As the Panel has identified fault from both institutions that led to this matter coming to appeal, the Panel agreed that the host of the rescheduled match shall be decided by a coin toss and that the £50 lodging fee shall be split evenly between Institution A and Institution B. The coin toss was undertaken by the BUCS Executive, with Institution A



being assigned 'heads' and Institution B 'tails'. The result was 'tails' and so Institution B shall be the host.

Arrangement of a new date should follow the process and timelines of <u>REG 14.3</u>, with the following variations:

- As it is now well past 48 hours after the scheduled start time, a new date will need to be set from which the first step - <u>REG 14.3.1</u> - must be adhered by (Institution B offering dates to Institution A).
- Given the time of year that this appeal has come in, the Panel are conscious that both institutions may have significant closures and/of staff absences in December and January.
- As such, both institutions are required to communicate with each other as soon as possible when they will have an Institution Administrator back to work in January 2024. Once this is the known, 14:00 on the first day when both will be back at work, shall be substituted for reference to the "scheduled start time of the match". When this decision sheet is sent out, should BUCS receive notification that either institution will not pick-up this email until January, then the Panel reserves the right for the BUCS Executive to set a new date.

There is an expectation that both institutions will ensure that this rescheduled fixture is able to be fulfilled under the proper conditions to ensure a fair sporting result.

Appeal Number: 8

Type of Appeal: Initial

Sport: Rugby League

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

Regulation(s): <u>REG 10.4</u>, <u>REG 12.1</u>, <u>REG 12.1.2</u>, <u>REG 12.2</u>, <u>REG 15.1.2</u>, <u>RUL 9</u>, <u>RUL 10.2</u>, <u>RUL 10.3</u>, RUL 10.3.

Decision: Appeal Rejected - Result (Walkover) to Stand

Justification of decision: Institution A have raised an appeal against Institution B for this fixture citing RUL 10.3.2, RUL 10.5, RUL 9 stating:

"At the start of the game, Institution B asked to use all of the 18 players that they had brought; however, with hardly any notice, our captain said 'no'. Both teams completed the Rugby League paper team sheet and signed it (both teams named 17 players).

During the game, Institution B suffered three injuries, who were all taken off the pitch and escorted by a paramedic. They still had two kitted players on their bench. As a result, they brought on an 18th player who hadn't been listed on the team sheet and which hadn't been agreed beforehand.

Our Sports Experience Officer (Performance) went out and found that Institution B had 13 players on the pitch, three injured players off the pitch, and two substitutes on the bench, resulting in a total of 18 players being used. All substitutes took part in the fixture.

Our coach highlighted this to Institution B during the game, and although they did acknowledge that they had played all 18 players, they were not willing to do anything about it. The referee was made aware that Institution B had been playing with a squad of 18, but the game was continued.

We have the paper team sheet which was completed before the match and signed by both team captains, where both teams listed 17 players. The 18th player was added afterwards by our team captain once they had found out who the player was."



They also added that, "Institution B did not list their 18th player on the BUCS team sheet before the game" and that "Institution B did not list their 18th player on the RFL Team Sheet before the game. Both teams listed 17 players and this was signed by both captains."

Institution B responded to the Appeal stating: "We fully accept that we came with a non-playing reserve who we hoped would not be necessary to use.

We understand that we only listed 17 players on the team sheet and did not give enough warning that this player was a substitute and list them in the game.

We feel it is important to note that our captain for this game was standing in because the regular captain was away. This means that they are not as accustomed to the rules and regulations.

Throughout the game, our team sustained four injuries meaning that we only had one substitute and the non-playing reserve.

This led to the opposition's coach asking us if we had another player who we could use. We told them that we did, and he suggested we use them for the last 10 minutes.

For the safety of the game, which is always our priority, we used this player.

Before putting the player onto the field, our captain had another conversation with the opposition and asked if it would be okay for him to play. They answered 'yes', which was hugely appreciated due to the number of injuries we had sustained.

The score of the game was 12 – 44 when this player entered the field, which as you know, is a significant lead from us. This scoreline did not change when the player stepped onto the pitch.

This is why we believe that, even though the player was not listed, and shouldn't have been on the pitch within the regulations, it is in the spirit of the game to have him play. Especially as this was supported by the opposition at the time.

If the game were to be replayed, which we would be happy to facilitate, we believe the scoreline would remain similar and Institution B would still be the winning team.

We think it runs against the integrity of the game to have another team succeed into the following round of the competition due to events which occurred due to multiple injuries of the other athletes."

After the Panel had reviewed the submissions and all relevant regulations, they came to the following conclusions.

The Panel noted that there was an eighteenth Institution B player that was used in the match – as this has been acknowledged by both teams (although there are contradicting statements as to whether this was done with an agreement/understanding) – which is a breach of <u>RUL 10.3.2</u>. However, since Institution A have not followed the required process of filling out a Playing Under Protest Form at the time they were aware of this regulation breach, as per <u>REG 12.1.2</u>, they are deemed to have accepted the conditions of play and therefore cannot appeal regarding this.

The Panel also noted that <u>REG 12.2</u> clearly provides an opportunity to liaise with the official to stop the match in order to complete the Playing Under Protest Form, which Institution A should have been aware of and followed.

<u>REG 12.1.2</u> If a team 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 when the grievance was



noted, 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 (<u>REG 15</u>) based on those grounds.

<u>REG 12.2</u> Providing a team gives advanced warning to the official in charge, a team is permitted to stop play at an appropriate time (natural break in play) to complete a Playing Under Protest form during a fixture. This must be completed in a reasonable timeframe so as not to impact upon the completion of the fixture (for example, facility booking restrictions).

Therefore, on these grounds, the Panel rejected Institution A's Appeal as by not correctly playing under protest at the time they were aware of the regulation breach, they are deemed to have accepted these conditions – despite any other actions they may have taken – and therefore cannot appeal on these grounds.

In reviewing the case, the Panel also noted several points which they wished to provide comment on and that both institutions should review.

Firstly, it does not appear that the <u>REG 11.2</u> process was correctly followed, with the team sheets on BUCS Play for this fixture not being approved or disputed by either team and the player lists not matching those on the "RFL TEAM SHEET – BUCS". No hard copy BUCS team sheet was provided if there had been any issues with using BUCS Play.

Secondly, the Panel was not impressed by Institution B's claim that the eighteenth player was used "For the safety of the game" and that it was "in the spirit of the game to have him play" and their comment that "it runs against the integrity of the game to have another team succeed into the following round of the competition due to events which occurred due to multiple injuries of the other athletes."

This situation did not occur because of the injuries – it resulted from a conscious choice of Institution B to breach the regulations when they had suffered some injuries, despite the regulations permitting matches to start or continue with a minimum of nine players:

RUL 10.2 The minimum number of players on the field a team shall be permitted to start a match with shall be nine. After a match has started, should a team have less than nine players currently participating in the match, then, for safety reasons, the match shall be terminated. Current participants are players on the field and players who have been temporarily suspended (sin bin). Dismissed players are not deemed as current participants.

Institution B therefore essentially took it upon themselves to decide that the regulations were not appropriate and to go against these because of their own views, which is not appropriate and itself runs against the integrity of the game. Regardless of the fact that Institution B states that they had a different captain for the day, their team – and they as an institution – should be aware of the regulations and are responsible for following them.

Whilst the Panel's hands are tied by the regulations in having to reject the appeal for a lack of Playing Under Protest Form, Institution B should be under no illusion that the Panel would condone what they did.

The Panel also noted Institution A's concern over the referee allegedly not being aware of the regulations and therefore will request that the BUCS Rugby League Coordinator reaches out to RFL to see what work can be done through the RFL to make sure that match officials are aware of the BUCS regulations. However, the Panel also noted that under <u>REG 10.4</u>, Institution A as the home team is given responsibility for ensuring that referees for their home fixtures are aware of the regulations:

<u>REG 10.4</u> It is the responsibility of the first named (home) institution/Playing Entity to ensure that all match officials are aware of the BUCS general and sport-specific regulations, especially where these differ from International/National Governing Body regulations.



As a result of this Appeal, the Panel recommends that both institutions review <u>REG 11.2</u>, REG 12, and the BUCS rugby league regulations with their teams to ensure that they are fully aware of them and able to act accordingly in future.

Appeal Number: 9

Type of Appeal: Initial

Sport: Rugby Union

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

Regulation(s): <u>REG 11.1.4</u>, <u>REG 11.2.1</u>, <u>REG 11.2.5.1</u>, <u>REG 11.2.6</u>, <u>REG 11.2.8</u>, <u>REG 12.1</u>, <u>REG 12.1</u>, <u>REG 12.1.2</u>

Decision: Appeal Rejected - Result to Stand

Justification of decision: Institution A have raised an Appeal against Institution B for this fixture citing REG 11.1.4 stating:

"The Institution B M1s team fielded a player in the match vs Institution A M1s who had already played in the Institution B M2s fixture vs Institution C M5s in the match before at the same venue (12:15 KO 07/02/2024 – Rugby Union - Northern Conference Cup). The player in question () was on both Institution B team sheets released on Instagram, starting for the M2s and on the bench for the M1s, but only the M2s team sheet was on BUCS Play (all team sheets from BUCS Play and Instagram attached).

He played for the Institution B M2s as Hooker (number 2 – declared on the team sheet), started the match on the bench for Institution B M1s, and came on for a section of the match as the reserve hooker (number 16 - photo attached).

A member of our coaching staff was chatting to the player in question (shirt number 16) next to the pitch because prior to the 1s game he was noticeably muddy already. He asked the player if he was playing "for both the 1s and the 2s today?" and he responded "yes" to confirm he was. This is a direct breach of <u>REG 11.1.4</u> which states 'Individuals may not be fielded (including as an unused substitute) for multiple teams in the same sport on the same day'.

There is a concern for player safety, especially as it has come to our attention that the same player was declared on the team sheets (both on Instagram and BUCS Play - attached) for Institution B M1s and M2s the week before vs Institution D M1s and M4s respectively, again both being played at the same venue.

We have been working with the Institution B IA to gain clarity on the situation and an opportunity to resolve via an Institution A walkover win; however, we have not come to a mutual conclusion and Institution B have not provided us with any evidence that proves REG 11.1.4 was not broken."

Institution B responded to the Appeal stating:

"Insufficient evidence. Institution A claimed to have photographic evidence of the player in question representing Institution B M1 vs Institution A M1 at 14:30 on Wednesday 7th February; however, they have not passed this evidence on to Institution B. When Institution B asked Institution A for photographic evidence on 8th Feb at 12:05pm (Evidence 1 – Email Chain between Institution A and Institution B BUCS Coordinators), Institution A did not mention anything/provide this. An email received by Institution A on 9th Feb at 12:23pm claims there is photographic evidence but again has not been supplied to Institution B. This evidence would be crucial to our internal investigation at Institution B and could have helped us come to a mutual agreement with Institution A. The team sheets provided in Institution A's claim show that the player in question regarding this appeal was not on the team sheet for the Institution A match (Leeds M1 vs Institution A M1 on 07/02) and therefore I would expect photographic and/or video evidence of the player in question playing the match to support this appeal; otherwise, this is simply Institution A's word against ours. In this situation, the lack



of a Playing Under Protest form also makes it difficult for me to come to an internal conclusion with Institution B Rugby Union Club and relevant internal staff as it is Institution A's word against Institution B's, with a lack of comprehensive and concise evidence. This has me questioning the validity of the claims made, which has made it difficult for me to come to a solution prior to the match appeal. This has made it impossible for us as two institutions to come to a positive solution and avoid wasting all our time, including BUCS.

Institution C fixtures on 31st January. As Institution C are a strong competition within this league, the Head of Rugby wanted 3 substitutes for this match for greater rotation. Therefore, the player in question was due to represent Institution B M1 on the bench. It has since become apparent that the player in question regarding this case did not represent Institution B for either Institution B M1 or Institution B M2 match on the 31st of January due to illness. (Evidence 2 – Message from player in question confirming illness on 31st of January). This was therefore an administrative error (Evidence 3) in which we can only apologize for.

Instagram Team Sheet Posts. Head of Rugby does not believe the use of Instagram posts as evidence is 'correct'. (Evidence 3 – Email Chain internally between Institution B IA and Institution B Head of Rugby) as stated in the email on 9th February at 12:03pm. However, I can confirm the player in question is named on both Institution B M1 and Institution B M2 team sheets for both 31.01 and 07.02 fixtures that are posted on lurufcofficial on Instagram.

No Play Under Protest form was completed and therefore Institution A accepted the conditions of play for the match. Institution A failed to complete this process under REG 11.2.1, REG 11.2.5.1, and 11.2.6. With Institution A failing to complete REG 11.2.5.1 and REG 11.2.6, they also failed to dispute the team sheet on BUCS Play. As this is a Premier Tier match and therefore the highest level of competition in BUCS, I would expect high levels of professionalism from opposition universities when disputing team sheets for Premier level BUCS fixtures and therefore disappointed that Institution A failed to complete this process. If the appeal was reversed, I would have expected Institution B students to complete a Playing Under Protest form to increase the validity of a claim of this nature.

However, I will recognize and accept that Institution A stated in their first email to Institution B (Evidence 1 – Email Chain between Institution A and Institution B BUCS Coordinators) that Institution A were made aware of the situation after the match and therefore aware that Institution A are in their right for a match appeal according to REG 12.7.

The BUCS Coordinator was only informed on Thursday 8th February at 9:46am, however, had no previous communication prior to this. Although this is not a breach of regulation, due to the nature of the appeal and the level of competition for this match, as best practice, Institution B would expect any opposition university with a serious issue on a Wednesday for this level of competition to contact the Institution B BUCS coordinator on the day of the fixture via phone and email. Once again, I am disappointed that Institution A did not recognize the seriousness of this situation and contact me on Wednesday 7th February. We would also like to flag that Institution A have also named the same player on their Instagram on team sheets for the lineups on the 7th February 2024 for both their 1s and 2s team. Number 13 – (Evidence 4)

Evidence 5 shows the player in the crowd watching the M1 match explained by the Head of Rugby, in evidence 3 (email chain)."

After the Panel had reviewed the submissions and all relevant regulations, they came to the following conclusions:

In Institution A's submission, they were deemed to be stating they were aware of a potential breach of REG 11.1.4 during the match – as per the alleged conversation between their coach and the player, but as noted by Institution B, they did not complete a Playing Under Protest Form at the time. They also stated that the player "started the match on the bench for Institution B M1s and came on for a section of the match as the reserve hooker", which the Panel noted called into question whether Institution A had indeed correctly followed REG 11.2 in terms of checking if all of the relevant players were listed on the team sheet and disputing this and Playing Under Protest if they were not.

The Panel emphasizes the importance of following proper procedures, including the completion of a Playing Under Protest form when grievances arise during a match. In this case, the absence of such a



form from Institution A means that according to $\underline{\mathsf{REG}\ 12.1.2}$ they are deemed to have accepted the conditions and "can therefore not later 'play under protest' regarding them, nor submit a match appeal ($\underline{\mathsf{REG}\ 15}$) based on those grounds."

Given the lack of a Playing Under Protest form, the Panel therefore confirmed that the appeal must be rejected.

However, the Panel noted that <u>REG 11.1.3</u> and <u>REG 11.1.4</u> had been amended for the 2023-24 season, to enable alleged breaches of these regulations to be reported, investigated, and sanctioned outside of the match appeals process. Therefore, even though the appeal has been rejected, BUCS is investigating the alleged breach – and, if a breach is confirmed, will act accordingly.

Due to the potential confusion around the two processes and how institutions should challenge such a breach, the Panel deemed that the lodging fee should be waived and recommends a review of the regulation wording for 2024-25 to make it as clear as possible that breaches of REG 11.1.3 or REG 11.1.4 do not need to be challenged through the match appeals process.

Whilst not relevant to the appeal decision, as a ruling on these matters was not needed by the Panel due to an appeal not being valid, their observations on the arguments being made and evidence submitted were as follows:

- The Panel noted that there are discrepancies between the team announcements on Instagram and the Team Sheets on BUCS Play, with the player in question appearing on the Instagram posts for both teams, but not on the BUCS Play Team Sheet for Institution B M1. However, the Panel's view was that Instagram announcements are not considered official team sheets and cannot be taken as factually correct where other evidence might challenge this.
- The Panel also noted that the player being mentioned on both BUCS Play Team Sheets for Institution B M1 and M2 the Wednesday before also was not considered as evidence that they "fielded (including as an unused substitute) for multiple teams in the same sport on the same day" as per REG 11.1.4 on this particular Wednesday in question, but certainly raised questions about Institution B's following of either REG 11.1.4 or REG 11.2 on that occasion.
- The Panel noted that the photographic evidence provided by both parties of the alleged individual at the fixture was not of great quality, making it difficult to identify if either individual photographed was who they were alleged to be.

Appeal Number: 10

Type of Appeal: Initial

Sport: Rugby Union

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

Regulation(s): REG 9.2.2, REG 10.3, REG 13.7, REG 14.1.1, REG 14.1.2

Decision: Rejected - Result (walkover to stand)

Summary of the Appeal: The Women's Rugby team from University A arrived at 12:40pm and found the pitch in poor condition. After assessing the pitch and consulting with the referee, they decided not to play due to safety concerns. The team was unable to access an alternative pitch because of locked gates and unclear directions from University B. Communication issues between the teams led to University B claiming a walkover, which University A disputes.

Supporting Evidence:

 Video and photos showing the original pitch conditions and attempts to access the alternative pitch.



 Call log and email trail documenting communication difficulties and unresponsive contacts from University B.

Justification of decision: Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the appeal is rejected, and that the walkover claimed by Institution B shall stand.

The Panel carefully deliberated on the appeal filed by **Institution A**. The crux of the Panel's decision lies in the affirmation of the referee's authority, with the referee – having deemed the pitch playable.

Having reviewed the rules and regulations, the view of the Panel was that when a match official is present at a fixture, it would be their decision as to whether a pitch is suitable for play, and therefore whether a match goes ahead or is postponed. The Panel felt that it would set a problematic precedent if teams were deemed to be allowed to overrule this decision and try to enforce a postponement. Additionally, the Panel felt the same regarding a match official's decision of such a nature being able to be overturned by such a Panel. This decision was also deemed to be consistent with the decision of a Panel on a recent similar case regarding suitability of a pitch for a BUCS fixture and fell in alignment with the principle of REG 10.3 which states that "An institution/Playing Entity cannot appeal against a decision made by an official appropriate for the match."

The Panel wished to note that they were not questioning Institution A's integrity or providing judgement on whether they agreed with Institution A that the pitch may have been not fit to play. As per the above, the Panel's view was that this was for the determination of the referee and that decision cannot and should not be overruled by a team or the Panel.

With the match official having deemed the pitch suitable for play, the Panel's view was that this match cannot be classed as a postponement under <u>REG 14.1</u>. As such, Institution A is found to be in breach of <u>REG 9.2.2</u> as Institution B have not agreed to move the fixture to an alternative date, so it was expected to have taken place as scheduled. The reason it did not was Institution A's refusal to play, and so Institution A is deemed to have conceded the match as a voluntary walkover. The Panel considered whether the walkover could be considered involuntary but given that the reason for it was felt to be within the reasonable control of the team – they could, and were expected to, have followed the referee's decision to play – they deemed that it could not be.

For the above reasons, the appeal was rejected, and the result – a walkover win to Institution B – will stand, with Institution A being charged the £50 Lodging Fee.

Appeal Number: 11

Type of Appeal: Initial

Sport: Golf

League (Tier only)/Knockout (Level only): Tier 2

Regulation(s): REG 11.2.8, REG 11.3.1.2, REG 12.3

Decision: Rejected - Result to Stand

Summary of Appeal: It is believed that there has been a breach of regulation 11.3.1.2 where Institution B have fielded ineligible players for the 2s when they are an established 1st team player. This can be



seen by team sheets where Player XXXX has played in a number of 1st teams games which would mean she is an established 1s player.

This has also been published on club social media accounts.

Justification of decision:

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

The Panel notes a crucial issue with the Playing Under Protest (PUP) form, highlighting a missing timestamp. This omission raises concerns about the clarity regarding whether the protest was raised before or after the match. It is essential to establish the timeline accurately to determine the validity of the protest (REG 12.3).

Upon examination of the team sheets, it is evident that Player X, the player in question, has participated in 5 out of 10 league matches. This falls short of establishing normality under <u>REG 11.1.3</u> and so she would not be considered a 1st Team Player under this regulation at the time that the fixture in question took place, so her selection is not a breach of the regulation.

The appeal was made after the match, and the Panel takes note of the procedural aspects, including the rejection of the PUP form and <u>REG 11.2.8</u>, which specifies that team sheets should be disputed before the match. While these procedural elements are significant, the Panel identifies a potential avenue for action under <u>REG 11.3.1.2</u>, as it allows for action to be taken outside the appeals process, but crucially, only where a player has established normality. However, as mentioned in the discussion, since the Player has not achieved majority/normality, there could not be any sanctions applied outside the appeal process either.

Therefore, considering the circumstances, the Panel decides to reject the appeal. The lack of majority by Player X and the procedural irregularities in the submission of the PUP form and dispute of the team sheet weigh against the appeal's success.

In conclusion, the appeal is rejected based on procedural grounds and the lack of established majority/normality.

For the above reasons, the appeal was rejected, and the result will stand, with Institution A being charged the £50 Lodging Fee

Appeal Number: 12

Type of Appeal: Initial Appeal

Sport: American Football

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

Regulation(s): REG 9.2.1 (REG 9.2.1.3), REG 9.5, REG 13.7 (REG 13.7.1), REG 14.1.1, REG 14.3 (REG 14.3.1, REG 14.3.2, REG 14.3.3, REG 14.3.4, REG 14.3.5, REG 14.3.6).

Decision: APPEAL UPHELD - MATCH TO BE RECORDED AS VOID

Justification of decision: The Panel first reviewed the claim of walkover made by Institution A in writing at 11:57 on Thursday . Institution A cited three regulations which Institution B were alleged to have contravened – <u>REG 13.7</u>, <u>REG 14.3.2</u>, and <u>REG 14.3.6</u> – and the Panel broke down and grouped the reasons into two areas:

- Institution A's view that Institution B had agreed to a rearrangement date of Wednesday 14 February.
- Institution A's view that Institution B had not made reasonable efforts to get the fixture played.



In their Appeal, Institution B responded to each of these alleged regulation breaches. A summary of their points as follows:

- <u>REG 13.7</u>/<u>REG 14.3.6</u> Institution B's view was that they had not agreed to a rearrangement date of Wednesday 14 February and that they had made reasonable attempts to get the match rearranged and were unable to agree to the date offered by Institution A as their team were not able to have coaches present, which is a requirement of the regulations.
- <u>REG 14.3.2</u> Institution B's view was that this regulation was not applicable as Institution A had not completed <u>REG 14.3.1</u>, given that they only offered one date on which to play the match, and therefore Institution B's 48 hours in which to offer alternative dates or accept a date offered had not started and Institution B would be entitled to claim a walkover.
- Institution B's view that these regulations do not appropriately account for a postponement/abandonment of a match in such proximity to a league deadline.

As part of their appeal, Institution B also raised that they believed that Institution A had breached <u>REG</u> 13.7.1 by putting a walkover on the system before they had correctly claimed this in writing.

In response to the appeal, Institution A noted:

- As Institution B indicated, "it was not possible to offer an alternative date to the Wednesday proposed that they had stated they were happy to play" and that the offer of only one date was a "moot point" as their view was that Institution B were "happy to play" and the reason given for deciding not to play was "that the Institution B IA had failed to get a response from their team."
- A reaffirmation of their belief that Institution B in particular their team did not make reasonable efforts to get the fixture rearranged/played.

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the appeal is upheld, and that the walkover claimed by Institution A is to be removed with the match recorded as void. The Panel's reasons for this are as follows. Firstly, the Panel discussed whether the fixture had been agreed to be rearranged to Wednesday 14 February. The Panel's view was that the email of Monday 12 February at 14:56 in which the Institution B Administrator stated "The team are happy to play only issue we are facing is seeing if the coaches are available. I will keep you updated." could not be considered as confirmation or agreement to the new date. The Panel took this as Institution B showing that they were actively trying to see if they could make this work and noted that Institution A in their walkover claim referred to this as "tacit acceptance of the fixture" – therefore that they understood or believed that this was implied, not that it was explicit or definitively agreed.

Having determined that a rearrangement date had not been agreed upon, the Panel set about reviewing the steps taken to try and rearrange the fixture following its postponement on Sunday 11 February. Firstly, the Panel agreed that neither institution was disputing the postponement of the fixture, nor that Institution A were to be taking on the role of 'host' in the <u>REG 14.3</u> process.

With regards to <u>REG 14.3.1</u>, the Panel agreed that Institution A had not met this regulation as they only offered a weekday date, however, it was not possible for them to also offer a weekend date as required, given that the league deadline was on the Wednesday. The Panel's view was that they were also not required to offer a second weekday date, as the two dates are made clear to need to be one on a weekday and one on a weekend.



Following on from this, the Panel discussed whether <u>REG 14.3.2</u> can therefore even be deemed to have come into play, and/or, the fact that Institution B would also find themselves in the position of not being able to offer a weekend date. If <u>REG 14.3.2</u> were to be deemed to have come into play, the Panel noted that Institution B had 48 hours within which to accept or decline Institution A's offer, or to offer their dates. However, as noted above, they were not able to offer a weekend date and there were not further weekday dates to offer after Wednesday – they are not required to have offered Tuesday, as they are entitled under this regulation to 48 hours to accept or decline and offer alternatives. However, the Panel also agreed that <u>REG 14.3.2</u> can only be argued to come into play – as written – if <u>REG 14.3.1</u> has been adhered to.

The Panel also noted how <u>REG 14.3.3</u> would also not have been possible to follow in this scenario. With regards to <u>REG 14.3.6</u>, the Panel considered Institution A's assertion that Institution B had not made "reasonable efforts" to rearrange/play the fixture. The Panel noted that the exact wording is:

"Reasonable efforts must be made by both institutions/Playing Entities to agree on a rearrangement date by following the process outlined in <u>REG 14.3</u>. Institutions/Playing Entities found to be purposefully avoiding rearrangements (for example in the hope of a fixture being declared void) will face disciplinary action."

The Panel therefore concluded that "reasonable effort" is deemed to be following the process of REG 14.3, which as detailed above, neither institution were able to do steps REG 14.3.1 and REG 14.3.2 and REG 14.3.3 comes into play.

With regards to <u>REG 13.7's</u> reference to "reasonable actions", the Panel confirmed that this is only relevant when a match is deemed to have been forfeit/a walkover, in terms of deeming whether the walkover is voluntary or involuntary.

The decision of the Panel was therefore that Institution A did not have grounds to claim a walkover – nor would it be deemed appropriate for a walkover to be awarded to Institution B for Institution A not being able to follow REG 14.3.1 – and therefore that this match shall be considered void. REG 1.2 states that "At any point, an issue not covered by the regulations shall be referred to the Executive or the Board for a decision, depending on the nature of the query.". This Appeals Panel is made up of representatives of the Executive and is therefore making this decision in line with this competition related regulation, where the issue is not appropriately covered by the regulations.

The Panel has also noted <u>REG 14.3</u> for review ahead of the 2024-25 season, as it is clear from this incident that there will be situations of postponements/abandonment for matches scheduled in proximity to league deadlines that mean that the steps cannot be followed. Rather than institutions try to make it fit or find themselves in disputes such as this, the regulations should be able to account for such situations – however that may be decided to be.

Given the challenges with the regulations, the Panel also decided that neither institution should be liable for the £50 lodging fee for this initial appeal.

Appeal Number: 13

Type of Appeal: initial



Sport: Lacrosse

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

Regulation(s): <u>REG 11.2.7</u>, <u>REG 11.2.8</u>, <u>REG 11.3.1.2</u>, <u>REG 12.3</u>

Decision: Rejected - Result to Stand

Summary of Appeal: A team of 8 was listed on BUCS Play for Institution A, but 10 players were listed on their social media post. Institution B confirmed that Institution A had 10 players for the entire match, which violates <u>REG 11.2.2</u>, requiring all team members to be listed on BUCS Play. The two players missing from the BUCS Play team sheet were: Player 1 and Player 2.

Player 1 is listed on Institution A's Women's 2nd squad but not on their Women's 3rd squad. Player 2 is not listed on any of the three Women's Lacrosse squads for Institution A on BUCS Play, raising concerns about their registration with BUCS Play and compliance with <u>REG 4</u> individual eligibility requirements.

Other Relevant Information Supporting the Appeal:

Attached to the email are the club's social media team sheet and the full squad listings for Institution A's 2nd and 3rd teams.

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

The Panel has agreed with Institution A that the appeal is not valid as per <u>REG 11.2.8</u>. The inadequate completion of verification steps outlined in <u>REG 11.2.7</u>, including the failure to check Student IDs against BUCS Play team sheets, renders the appeal invalid. The absence of a Playing Under Protest Form, as required when a grievance is noted before or during a fixture as per <u>REG 12.3</u>, contributes to the rejection of the appeal. The additional concern regarding the absence of players Maya Lloyd and Tertia Hastings from the BUCS Play team sheet raises questions about individual eligibility under <u>REG 4 and REG 11.1.1</u>. Consequently, the appeal is rejected.

To ensure future compliance with BUCS regulations, the institutions are advised to implement the following recommendations. Strict adherence to BUCS regulations regarding team listings on BUCS Play should be maintained, with particular attention to the accurate representation of the number of players in each fixture. Proper verification steps, including the verification of Student IDs against BUCS Play team sheets as outlined in REG 11.2.7, should be consistently completed and if any inconsistency should be immediately contested on the app.

For the above reasons, the appeal was rejected, and the result will stand, with Institution B being charged the £50 Lodging Fee.

Appeal Number: 14

Type of Appeal: Initial

Sport: Football

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

Regulation(s): REG 9.2.2, REG 9.3.3.1, REG 9.3.3.1.2, REG 9.3.6.2, REG 14.1.1, REG 14.1.3, REG

14.1.4, REG 14.4.1

Decision: Rejected - Result to Stand

Summary of Appeal: The fixture was called off due to poor weather. Attempts were made to move the fixture to a later time on an artificial pitch the day before and the morning of the game. Despite being



reassured on the day that a 13:00 start would be possible, the team was pressured to change to a 15:00 start after leaving.

The time change was initially accepted via email but later retracted when players realized they had the wrong footwear and felt it was too late to turn back and correct it.

Precautionary measures were considered under <u>REG 9.3.3.1.2.2</u>, which requires confirmation in writing if a grass pitch is deemed unplayable and a move to an artificial pitch is necessary. At the time of departure, the team was assured that the 13:00 start would proceed despite the pitch conditions being boggy.

The appeal argues that the fixture should be treated as a league game rather than a cup fixture, as the league fixture should take precedence.

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

The Panel noted that no evidence was provided that would suggest that the fixture had been cancelled/postponed (as per <u>REG 14.1.3</u>). What had however been provided, was evidence of Institution A agreeing to the changes on the day in writing, which they also admit to in their appeal. Institution A is deemed to have accepted this time change with the knowledge that it also came with the change of venue/pitch surface and knowing what the footwear requirements were for this.

As a result, by not fulfilling the fixture on the date and time as agreed, Institution A is deemed to have conceded a voluntary walkover for a breach of <u>REG 9.2.2</u> and so the appeal was rejected and Institution A will be charged the £50 Lodging Fee.

To try and help avoid such situations in future, the Panel also wished to note the following:

- Institution B is deemed incorrect in stating that they followed <u>REG 9.3.3.1.2</u>, as the potential of an artificial pitch was not offered until less than 48 hours before the fixture (so not in line with <u>REG 9.5)</u>, but also because it seemed to only be an option for a different kick-off time. On this occasion, Institution A's acceptance in writing of the change of conditions superseded this issue, but Institution B should be aware of how to correctly follow this regulation in future.
- Both institutions are advised to make sure to check details with all relevant parties before confirming anything in writing to prevent similar situations in the future.

Appeal Number: 15

Type of Appeal: Initial

Sport: Rugby Union

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

Regulation(s): <u>REG 4.1, REG 4.1.1, REG 4.1.3, REG 4.1.4, REG 11.2, REG 11.2.5, REG 11.2.5, REG 11.2.5, REG 11.2.5, REG 11.2.5</u>

Decision: Rejected - Result to stand

Summary of Appeal: Institution A alleges that Student C, who is enrolled at Institution B's college, has been selected for Institution B's Women's 1 team in several fixtures, in violation of <u>REG 4.1.1</u>. Institution A contends that since Institution B's college is not a BUCS-registered institution, Student C should not be eligible to represent Institution B's university in BUCS competitions, as the college and university are separate entities.

Institution A questions whether Student C meets the course credit and level requirements stipulated by the regulations.



Institution A provides evidence of Student C being listed on both the university and college team sheets, including instances where she served as captain for the college. Specific dates of these fixtures are highlighted. Institution A also notes that Institution B's college is not listed as a BUCS-affiliated institution, unlike the university, prompting a request for clarification on player eligibility between the college and university.

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

The Panel firstly noted that the Playing Under Protest Form did not specify an individual with which they had concerns, simply stating "Student for Institution B playing for the uni team. Not sure she is eligible to do so." and so there was a question as to whether they had correctly played under protest. Further to this, it was identified that the team sheet was not disputed prior to the match starting, but in fact approved the day after the fixture at 15:43, and that as part of the appeal, no evidence was provided to show that Institution A had first directed their concerns to Institution B to afford the opportunity to resolve the issue outside of formal appeal.

The Panel therefore identified that Institution A was not deemed to have <u>followed REG 11.2.5</u>, <u>REG 11.2.5</u>, and <u>REG 15.2</u> (with regards to affording Institution B the opportunity to resolve outside of appeal). Therefore, by virtue of not following these steps, the Panel deemed that Institution A could not appeal regarding this matter.

As a matter of reviewing all aspects of the case though, the Panel agreed that BUCS has accepted Institution B as a single member as both a University and Further Education (FE) college as per the evidence submitted and per BUCS records, allowing them to compete in BUCS competitions under the name Institution B. Therefore, the Panel found that Institution B could not be considered in breach of REG 4.1.1 and sub-regulations.

With regards to whether the player in question – Student C – met the requirements of $\underline{\mathsf{REG}}\ 4.1.3$ and $\underline{\mathsf{REG}}\ 4.1.4$, in their response, Institution B stated that Student C was on a course at Level 3 of the RQF and was a "Bona fide full-time A-level student." The Panel sought further detail from Institution B regarding these points, which when provided, the Panel was satisfied confirmed that Student C was on a course of an appropriate level as per $\underline{\mathsf{REG}}\ 4.1.3$ and undertaking a study programme of sufficient guided learning hours as per $\underline{\mathsf{REG}}\ 4.1.4$.

Based on the presented evidence and compliance with BUCS regulations, the Panel unanimously agreed to reject the appeal.

For the above reasons, the appeal was rejected, and the result will stand, with Institution A being charged the £50 Lodging Fee.

Appeal Number: 16

Type of Appeal: Initial

Sport: Basketball

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

Regulation(s): BAS 8.1, BAS 8.1.2, BAS 8.3, REG 10.6, REG 10.6.2, REG 12.1.1, REG 15.3, REG 15.6

Decision: Rejected - Result to Stand

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



The appeal submitted by Institution A raises concerns related to BUCS regulations, specifically <u>REG 10.6.2</u> and <u>BAS 8.1.2</u>, regarding the notification and provision of appropriate officials for the basketball match against Institution B. The main grievance revolves around Institution A being notified only 20-25 minutes before tip-off that there was only one floor official and one table official booked for the match, as opposed to the required crew.

The Panel noted that Institution A did not complete a Playing Under Protest (PUP) form, as the game proceeded with a verbal agreement from both teams. According to BUCS regulations (<u>REG 12.1.2</u>), if a team "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 when the grievance was noted, 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 (<u>REG 15</u>) based on those grounds."

The Panel noted that there was no written agreement between the two institutions regarding the incorrect number of officials—which if obtained under BAS 8.3 means that a team cannot later decide to play under protest or appeal—however, the view of the Panel was that this regulation does not replace the need to play under protest if a team is not happy with any officials arrangements that do not meet the requirements and may wish to later appeal regarding these, but are willing to go ahead with the match. Rather, the view of the Panel was that BAS 8.3 is a safeguard for institutions to use, in that if written agreement has been made in advance, in any case of a later dispute it is clear what both institutions were aware of, and agreed to, prior to the match, and that they cannot then subsequently either look to claim a walkover for, argue that they are obliged a rescheduling regarding, or play under protest or appeal regarding if they subsequently decide that they are no longer happy with this situation and they cannot later claim that they were not aware of the conditions agreed to. In this case, Institution A has acknowledged in their appeal that they were aware prior to the match starting of the number of officials present and thus have confirmed their knowledge of this condition that they went ahead and played with.

Furthermore, in their appeal Institution A also questioned whether the referee was qualified because "after the match, it was noted that the referee did not have a name or registration number on the scoresheet" and they "did not have the basketballscotland orange attire on which referees normally have for BUCS matches."

However, the Panel noted that Institution A had not shown any effort to establish with Institution B if this referee was qualified before submitting the appeal as per <u>REG 15.3</u>, simply stating how the aforementioned things identified bring into question whether they were qualified and providing no validity to this claim as per <u>REG 15.6</u>.

For the above reasons, the appeal was rejected, and the result will stand, with Institution A being charged the £50 Lodging Fee.

However, the Panel wishes Institution B to be aware that they should be showing their opposition the courtesy of informing them of issues with sourcing officials, as per <u>BAS 8</u>, and if they don't, they may in future face teams refusing to play or playing under protest, which may result in them conceding walkovers. Institution A is also encouraged to discuss the Playing Under Protest regulations and process with their team, so they are aware of how to do so if needed in the future.

Appeal Number: 17

Type of Appeal: Initial

Sport: Rugby Union

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

Regulation(s): REG 14.1.2, REG 14.1.3, REG 14.1.4, REG 14.3.1



Decision: Rejected - Result to Stand

Summary of Appeal: Institution A has submitted an appeal after being informed by Institution B that they are claiming a walkover for the postponed fixture on Wednesday, [Date]. Institution B argues that Institution A did not comply with <u>REG 14.3.1</u>, which requires the home team to provide one weekday and one weekend date within 48 hours of the postponement.

Institution A contends that Institution B's walkover claim is unreasonable due to an ongoing query regarding which institution should host the rearranged fixture. Institution B informed Institution A that they had contacted BUCS for clarification on this matter. Institution A had attempted to communicate with Institution B before the game was postponed, but Institution B claimed not to have received the cancellation notice until after their team had departed.

Within 24 hours of the postponement, Institution A offered two Wednesday dates for the rearranged fixture. Institution B did not respond to these proposed dates, instead informing Institution A that they had submitted a query to BUCS regarding which team should be the home institution. Due to this pending query, Institution A did not propose any additional dates, including a weekend date, believing it was reasonable to await BUCS' decision on the matter.

As of the date of this appeal, Institution A has not received a response from Institution B regarding the outcome of their query to BUCS. Consequently, Institution B's walkover claim is being contested by Institution A, who believes it is invalid given the circumstances.

Justification of decision: Upon thorough review of all submissions and relevant regulations, the Panel has concluded that the appeal lodged by Institution A is rejected, and the walkover win claimed by Institution B shall stand.

The Panel acknowledges Institution A's prompt attempt to offer rearrangement dates within 24 hours of the fixture's postponement, along with their expectation of a response from Institution B regarding their availability. However, based on Institution B's evidence, it appears that the dates proposed by Institution A were rendered unsuitable due to pitch availability constraints, compounded by the absence of a weekend date option.

Reviewing the evidence provided, the Panel notes Institution A's claim of being the home institution for the fixture, thereby obliging them under <u>REG 14.3.1</u> to provide two suitable rearrangement dates. As stipulated in <u>REG 14.1.2</u>, Institution A asserted that they had contacted the opposition before the intended departure time, thus assuming the position as the home team under <u>REG 14.1.4</u>.

While Institution A did offer two dates, it is evident from the email correspondence that only one of the proposed dates was feasible. The absence of a weekend date leaves the obligation unfulfilled according to <u>REG 14.3.1</u>, thus undermining Institution A's appeal against the walkover.

Furthermore, Institution A's mention of seeking clarity from the BUCS Executive regarding the home institution status does not absolve them of their obligations outlined in the regulations. The Panel finds the regulations sufficiently clear in addressing the procedures for fixture postponement, and any confusion regarding home institution status should have been mitigated through adherence to these procedures.

In consideration of the aforementioned factors, the Panel finds no valid grounds for Institution A to contest the walkover win claimed by Institution B. Therefore, the appeal is rejected, and the original result shall stand, with Institution A being charged the £50 Lodging Fee.

Appeal Number: 18

Type of Appeal: Initial

Sport: Hockey



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

Regulation(s): <u>REG 11.2, REG 11.2.1, REG 11.2.6, 11.2.7, REG 12.1.2, REG 12.3, REG 12.3.1, REG 12.3.2</u>

Decision: Appeal Rejected - Result to Stand

Justification of decision: Upon thorough review of all submissions and relevant regulations, the Panel has concluded that the appeal lodged by Institution A is rejected, and the result shall stand.

The Panel first noted that, as evidenced by Institution A in their submission, their team did not dispute Institution B's team sheet until 14:46, which was after the match had taken place. There is contradictory information from both teams regarding whether the team sheet was blank or had players named prior to the match starting, but in either case, Institution A could, and should, have disputed the team sheet prior to the match starting if they were unhappy with it and then played under protest accordingly as per REG 11.2, REG 11.2.1, and REG 11.2.6.

By Institution A's own admission, they did not try to play under protest until half-time: "REG 12.2 allows us to ask to stop the play to fill out a PuP form. We are well within our rights to choose to do it at the most convenient time (half-time of the fixture), and this was not permitted by the opposition." The issues they were looking to play under protest regarding, however, would have been apparent prior to the fixture starting and indeed should have been picked up at this time if REG 11.2 was attempted to be followed, and so they should have played under protest at this point. By not doing so, in accordance with REG 12.1.2, Institution A is deemed to have accepted the conditions of the issues of a lack of team sheet/missing players on BUCS Play from Institution B and not checking IDs, and therefore cannot appeal based on these grounds.

The Playing Under Protest Form submitted as part of the appeal also does not meet the requirements of REG 12.3 and is therefore rejected under REG 12.3.1. The Panel's assessment was that it appeared that Institution A had not actually completed any part of the form, with all information that was detailed on it appearing to have been written by Institution B's captain. Institution A should have filled in the form, signed their section (including name and time), and then simply needed to ask Institution B to countersign (including name and time). As such, it appeared to the Panel that Institution A simply handed a blank Playing Under Protest Form to Institution B. If Institution A had correctly filled in a Playing Under Protest Form (at the appropriate time) and Institution B had then refused to sign this, then this should have been logged as per REG 12.3.2.

If, as Institution A alleges, Institution B refused to share photographic IDs with them, they again should have played under protest regarding this (pre-match) and taken photos of any players. Institution A has provided no evidence to suggest that any efforts were made for this to take place.

Additionally, the statement from one of the umpires, Josh, supports Institution B's argument that Institution A did not attempt to check IDs prior to the match starting and only once the match was underway.

Based on the above, the Panel unanimously agreed that Institution A had no grounds for appeal. Based on the information provided, they did not correctly complete a Playing Under Protest Form prior to the match starting regarding the issues raised, which should have been picked up pre-match, and therefore are deemed to have accepted the alleged lack of a team sheet and/or not having, or having been able to, identify who was playing for Institution B. Neither the Playing Under Protest Form nor the appeal submission suggests that any efforts were made to address these issues prior to the match starting.

Therefore, the appeal is rejected, and the original result shall stand, with Institution A being charged the £50 Lodging Fee. Both institutions are advised to speak with their teams regarding the correct completion of team sheets, either on BUCS Play or, where not possible, in hard copy, and procedures for playing under protest. Had both teams endeavoured to follow the correct processes pre-match, then all of the resulting issues could have been avoided.

With regards to Institution A's reference to an alleged breach of REG 5.1.1 made by their captain, the match appeals process is not the process through which such a matter would be dealt with. Red cards are dealt with through the relevant sport's governing body processes, and if an institution wishes to



lodge a formal complaint with BUCS for an alleged breach of REG 5.1, then this should be done in accordance with REG 5.2.

Appeal Number: 19

Type of Appeal: Initial

Sport: Rugby Union

League (Tier only)/Knockout (Level only): Tier 5

Regulation(s): <u>REG 11.1.1, REG 11.1.2, REG 11.1.3, REG 11.2, REG 11.2.7, REG 12.1.2, REG 15.5, REG 15.6, REG 15.8.1</u>

Decision: Rejected - Result to Stand

Justification of decision: Upon thorough review of all submissions and relevant regulations, the Panel has concluded that the appeal lodged by Institution A is rejected, and the result shall stand.

Firstly, the Panel noted that the fixture details provided by each institution on the Appeal Pro Forma and Appeal Response Pro Forma did not match what was on BUCS Play, but there was consistency on both forms with regards to the fact that the fixture had a 15:00 start time and was played at Location X.

The Panel also noted that, as highlighted by Institution B in their response, Institution A had listed an incorrect fixture date (""") and away team ("Institution B 1st") on the Appeal Pro Forma, as well as failing to complete the "Athletic Union/Sports Office Authorisation" section. This therefore raised questions as to whether this could be considered a valid appeal under REG 15.6 and REG 15.8.1.

Further to this, the Panel noted that two of the regulations which Institution A was alleging to have been breached did not align with the explanation of the specific grievance. Institution A alleged that REG 11.1.1 and REG 11.1.2 were breached, these regulations stating:

"REG 11.1.1 All individuals in a team must be from the same Playing Entity and meet the individual eligibility requirements of REG 4.

<u>REG 11.1.2</u> In order to be selected in a team, all individuals must be registered on BUCS Play as a participant."

But the specific grievances given against each were:

REG 11.1.1: "All individuals must be on BUCS Play to be eligible."

REG 11.1.2: "All individuals must be selected on the team sheet on BUCS Play."

This information appeared to have been copied almost word for word from the Playing Under Protest Form, without it having been checked if it was indeed correct.

The Panel therefore agreed that Institution A had not made any case for a breach of REG 11.1.1 or REG 11.1.2 as REG 11.1.1 makes no reference to individuals needing to be on BUCS Play and REG 11.1.2 relates to an individual being registered on BUCS Play as a participant and is not in relation to team sheets. In both cases, Institution A has not named any individuals they believe to be in breach of either of these regulations or detailed how they may have tried to identify such individuals—and when—but been unable to. The Panel also noted that Institution A had not evidenced any efforts to raise these concerns with Institution B prior to submitting their appeal, contravening REG 15.2 if they were seeking to challenge their eligibility under REG 4.

The Panel also agreed that Institution A should not be considered to be appealing under any other regulations which they have not correctly stated in their submission, if indeed they had stated the wrong regulations.



Similarly, in relation to <u>REG 11.1.3</u>, Institution A has not named any individuals they believe to have been in breach of this regulation, either on the Playing Under Protest Form or in their appeal, nor have they evidenced any efforts to raise these concerns with Institution B prior to submitting their appeal, contravening <u>REG 15.5</u>.

Returning to the Playing Under Protest Form, the Panel noted that this was not signed by a representative of either team until 15:44 when it was signed by X of Institution A and 15:48 by Y of Institution B. Given that the match had a scheduled start time of 15:00, and there is no mention of any delay to this in either institution's submission, the Panel concluded that Institution A cannot be considered to have tried to play under protest until the match was underway.

As such, in accordance with <u>REG 12.1.2</u>, Institution A is deemed to have accepted the conditions of the issues of a lack of team sheet on BUCS Play from Institution B and therefore cannot appeal based on these grounds. Leading on from this, Institution A has not made any case that they had identified an issue with Institution B having a blank team sheet prior to the match or if this was attempted to be resolved, either by contacting BUCS for support with BUCS Play or through the use of a hard copy team sheet (<u>REG 11.2.7</u>). Linked to this, Institution A has not made any case that even with the lack of a team sheet, their team made any efforts to check which individuals Institution B had present prior to the fixture starting, or as above, play under protest regarding these issues at this point.

The Panel also noted that what would have prevented Institution B from completing the team sheet on BUCS Play was that an Institution A IA had incorrectly approved the blank team sheet on XX/XX/XXXX, the day after the match had originally been scheduled to take place but had not. This would not have stopped them from being able to complete a hard copy team sheet, but had this incorrect action not taken place, the subsequent issues arising may have been avoided. As per REG 11.2, team sheets need to be approved or disputed prior to a match starting—this should never take place afterwards, and if a match has not taken place as scheduled, should not happen until—if applicable—a new date is set, and it can take place as per REG 11.2.

Institution A also claims in their appeal that "Y is a 3rd team player for Institution B and is not even registered with Institution B 4th team" but have provided no evidence to support these claims. The Panel checked BUCS Play and can see that he is registered to the Institution B Men's 3 squad and not the Men's 4 squad, but has not been listed on a team sheet for any team this season, so would not be considered a 3rd team player under REG 11.1.3 unless evidence had been provided to show that he had achieved majority for the team. What Institution A has not made clear is whether their concern was that he was playing and they believe this to be a breach of REG 11.1.3, or that they did not believe he was the appropriate individual to have signed the form. If the latter, it has not been made clear whether they checked if Y was acting as captain for the match before asking him to sign the form.

Based on the above, the Panel unanimously agreed that Institution A had no grounds for appeal. Based on the information provided, they did not correctly complete a Playing Under Protest Form prior to the match starting regarding the issues raised which should have been picked up pre-match and therefore are deemed to have accepted the lack of a team sheet and/or not having, or having been able to, identify who was playing for Institution B. Neither the Playing Under Protest Form, nor the appeal submission, suggests that any efforts were made to address these issues prior to the match starting. Furthermore, Institution A has not identified any individuals considered to be in breach of <u>REG 11.1.3</u> or provided any information or evidence to substantiate such a claim.

Therefore, the appeal is rejected, and the original result shall stand, with Institution A being charged the £50 Lodging Fee. Both institutions are advised to speak with their teams regarding the correct completion of team sheets, either on BUCS Play or, where not possible, in hard copy, and procedures for playing under protest.