



## BUCS MATCH APPEAL DECISIONS 2021-22

UPDATED | 16 June 2022

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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 2021-22 season to date. Where there is a gap in the numbering, this will be because of an appeal having been withdrawn before it was ruled on.

**Please note: 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 back 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:** 2

**Type of Appeal:** Initial

**Sport:** Netball

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

**Regulation(s):** [REG 10.1](#), [REG 10.2](#), [REG 10.6](#), [REG 15.3](#), [Appendix 5](#)

**Decision:** Appeal Accepted – Walkover to Away Team

**Justification of decision:**

The away team have raised this appeal citing [REG 10.1](#) and [Appendix 5](#), stating that the regulations were breached as one of the umpires arranged by the home team "had not completed their Level C Qualification which is the minimum level of qualification required for Tiers 2-4". The away team state that this information "was not made available to the away team players before, during or at the end of the game" and that they "felt there was no consistency or balance to many of the decisions made" by the umpire in question and that they "regularly blew the whistle and would look at the other official for guidance + clarification on these decisions".

In the home team's response, they state that they "provided two umpires for the game one fully qualified level c and one umpire that had passed all assessments except the final award. This assessment was cancelled during Covid." The home team added that they "did not realise that the umpire in question had not taken her final assessment and was therefore unable to pass this information onto the opposition." The home team also added that: "With the game finishing at 55-27 the home team disputes that the 2<sup>nd</sup> umpire would have made a significant difference to the match result."

In support of their appeal, the away team provided a copy of a Playing Under Protest Form which was completed after the match had finished, on which they noted that the "level qualification of umpires want to be checked". The away team also provided evidence that they had directed the matter to the home team prior to lodging the appeal, in accordance with [REG 15.3](#). This correspondence also showed the home team confirming the details of the match officials and offering a replay, which the away team declined.

REG 10.6 states that, "Failure to obtain the appropriate officials, as per Appendix 5 ('BUCS Match Officials Requirements'), may lead to the forfeiture of the affected match, unless there is written notification from the appropriate officials appointments body that they were unable to provide officials and this is communicated at least 48 hours before the fixture start time, or where officials withdraw from the fixture on the day (written evidence required, refer to REG 10.6.3)." REG 10.6.2 then confirms that "Any institution/Playing Entity failing to notify the opposition of the failure to obtain the appropriate officials at least 48 hours (outside of weekends and bank holidays) before the fixture start time will forfeit the match and concede a walkover."

In this case, the home team have confirmed that they did not have the appropriate officials in place for the fixture and under REG 10.2 it is their responsibility to know what these should be and ensure they are in place as per REG 10.1/Appendix 5.

As such, in accordance with REG 10.6.2, a walkover is awarded to the away team and the home team will be charged the £50 lodging fee.

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**Appeal Number:** 3

**Type of Appeal:** Initial

**Sport:** Women's Hockey

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

**Regulation(s):** [REG 10.1](#), [REG 10.2](#), [REG 10.6](#), [Appendix 5](#)

**Decision:** Appeal Accepted – Walkover to Away Team

**Justification of decision:**

The away team have raised this appeal citing [REG 10](#) and [Appendix 5](#), stating that:

"Umpires showed a lack of knowledge and understanding of sport rules which had the potential to cause unnecessary grievous bodily harm to students, due to dangerous stick tackles going unchallenged and mis-manged by officials. The students have advised that the umpires didn't have any control of the game, and this led to a situation where the team felt vulnerable. It has since become apparent that only one of the umpires provided by the home team met the requirements as outlined in BUCS Appendix 5- hockey".

In support of their appeal, the away team provided a copy of a Playing Under Protest Form which was completed during the match, on which they had noted that "the umpires showed signs of lack of knowledge of the sport rules and causing harm to players e.g., dangerous stick swings and tackles while not giving the correct decisions". A note has been added later (at 11:00 on [REDACTED]) stating that: "Both umpires verbally admitted to being unbadged and not having any training /experience after the game". The away team also provided a copy of an email from the home team sent at 15:07 on [REDACTED] confirming that "one of the umpires had completed their theory but is unassessed, so meets the criteria".

In the home team's response, they state that they "accept that one of the umpires at this fixture did not meet the criteria and we were open to, and tried to, informally resolve the situation with the away team...but ultimately they didn't want to reach an agreement". The home team also stated that they would "like to highlight that at the end of the game both the away team captain and coach said to our captain that there wasn't anything wrong with the umpiring apart from one call they said was unsafe in the first half". The home team also added that they were "still willing to reach a resolution".

Alongside their response, the home team provided a copy of an email trail as evidence that they had tried to resolve the issue without the need for an appeal.

REG 10.6 states that, "Failure to obtain the appropriate officials, as per Appendix 5 ('BUCS Match Officials Requirements'), may lead to the forfeiture of the affected match, unless there is written notification from the appropriate officials appointments body that they were unable to provide officials and this is communicated at least 48 hours before the fixture start time, or where officials withdraw from the fixture on the day (written evidence required, refer to REG 10.6.3)." REG 10.6.2 then confirms that "Any institution/Playing Entity failing to notify the opposition of the failure to obtain the appropriate officials at least 48 hours (outside of weekends and bank holidays) before the fixture start time will forfeit the match and concede a walkover."

In this case, the home team have confirmed that they did not have the appropriate officials in place for the fixture and under REG 10.2 it is their responsibility to ensure they are in place as per REG 10.1/Appendix 5.

As such, in accordance with REG 10.6.2, a walkover is awarded to the away team and the home team will be charged the £50 lodging fee.



**Appeal Number:** 4

**Type of Appeal:** Initial

**Sport:** Men's Volleyball

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

**Regulation(s):** [REG 9.2.1](#), [REG 9.3.1](#), [REG 9.7](#), [REG 13.7](#), [REG 14.1](#)

**Decision:** Appeal Rejected – Result (Walkover) to Stand

**Justification of decision:**

The home team have raised this appeal against the walkover claimed by the away team citing [REG 14.1](#), stating that "An error made by the facility meant that there was no booking for this fixture, and it wasn't able to be played" and that a "booking error by an external venue should not be grounds for a walkover".

In support of their appeal, the home team provided a copy of an email thread between their IA and the venue, which begins with the home team raising the issue at 13:56 on the day of the fixture.

In their appeal, the home team argued that this email thread detailed the booking "that was ignored by the venue".

The away team have responded, stating that they "do not see this an external facility problem" but instead that it falls under [REG 9.3.1](#): "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."

The away team added that the main issue they had with this appeal was that they "were contacted on the day of the fixture", stating that the issue as first brought to the attention of their IA at 13:59 on the day of the fixture when their team had to leave at 13:30 at the latest in order to make the 15:00 start time. The away team further stated that it "should not be left down until the day of the fixture to be sorted – let alone within almost an hour of the fixture". The away team state that the walkover was requested by the Volleyball club "due to the last minute nature of the fixture change request". They added that in order to make the 15:00 Warmup time, the away team needed to have left "at the latest 1:30pm before arriving at the venue on time for the Fixture".

The away team state the reason for claiming the walkover as they "do not see this as an external facility problem as "REG 9.3.1. It is the responsibility of the host institution to provide the correct conditions and time availability for a match" In support of their response, the away team provided screenshots of the fixture as listed on BUCS Play, part of the email thread provided by the home team showing the issue being raised with the venue at 13:56 on the day of the fixture, and a google maps journey showing the travel time required to make the 15:00 fixture. This walk-over request was made specifically from the Volleyball Club due to the last minute nature of the fixture change request – therefore if this was sorted before the day of the fixture – I would be more lenient. REG 9.3.1 states that: "It is the responsibility of the host institution to provide the correct conditions and time availability for a match..." and that this "...includes facilities".

Whilst the email thread provided by the home team shows that they thought they had booked the venue for this fixture, the Centre staff are seen to advise that they had no such booking and that they only bookings they have for the home team are "every Monday and Friday". The home team have not provided any evidence of a facility having been secured, such as a confirmation email or booking contract. As such, the home team are found to be in breach of REG 9.3.1 as they did not provide a facility for the fixture to take place as scheduled.

The home team cited [REG 14.1](#), however the Panel do not agree that this issue falls under the scope of REG 14.1, as this would relate to unforeseen issues arising that affect a confirmed facility booking.

Therefore, as responsibility for the fixture not taking place as scheduled (REG 9.2.1) is deemed to lie with the home team, the decision of the Panel is that the walkover claimed by the away team shall stand and shall remain as a voluntary walkover under [REG 13.7](#) and the fixture is classed as a late cancellation under REG 9.7.

**Appeal Number:** 6

**Type of Appeal:** Initial

**Sport:** Women's Hockey

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

**Regulation(s):** [REG 10.1](#), [REG 10.2](#), [REG 10.6](#), [REG 13.7](#), [REG 14.1](#), [Appendix 5](#), [HOC 3](#)

**Decision:** Appeal Rejected – Result (Walkover) to Stand

**Justification of decision:**

The away team claimed a walkover for this match, citing REG 10.2, REG 10.4, REG 10.6, REG 10.6.2, REG 10.6.3, REG 13.7, HOC 3, HOC 3.2 and [Appendix 5](#).

The away team argued that the responsibility for sourcing match officials sits with the home team, as under [HOC 3](#) it is only National League matches for which officials are independently appointed. The away team added that the home team only gave them notice of struggling to source match officials within 48 hours of the match and that The home team declined the option of using officials who the away team had found who could cover the match, in an effort to the game played as scheduled.

The home team have raised this appeal against the walkover claimed by the away team citing [REG 14.1.1](#) and REG 14.1.2. The home team state that they have were "were unable to source any Hockey umpires" and that this "has been an ongoing issue every week and we had zero communications from England Hockey with regards to them supplying us any officials." The home team added that "we have previously tried to contact officials directly, and they have all said that we can't do that, and that they have to be appointed centrally". The home team stated that they "chased England Hockey by email and phone" and that typically "they have been replying at the very end of Tuesday each week to assign officials" to their matches the next day which has been "incredibly stressful each week".

The home team explained that on this basis they contacted the away team "during the day on Tuesday" to let them know that they were "still struggling with getting anyone allocated" adding that their IA agreed with the away team IA that: "because EH often reply so late in the day – we would need to wait until Wednesday morning to confirm if the match could go ahead. This was because there was a chance EH would confirm after we went home that day so we wanted to give it as long as possible".

The home team added that on Tuesday night their Women's President messaged saying that the away team had been in contact to say they had found 2 officials for the match, but that they explained to the President that "teams shouldn't be making any arrangements and that everything needed to be coordinated via the IAs in the morning as agreed". The home team saw this as setting "false hope (although with the best intentions) in trying to circumnavigate the process". The home team stated that "England Hockey never replied to any emails and didn't send any officials" and on this basis they requested that the fixture be rearranged".

The home team stated that they "would strongly request the fact that England Hockey were unable to provide us any officials be a case of Force Majeure" and there "was no know process in place to circumnavigate or avoid this." The home team stated that they "chased and chased until the last minute to give the teams the best chance to play" and that they didn't source officials "outside of the process" because they know they are not allowed to.

The home team added that "in the spirit of REG 14.1.2" they "would suggest that refusing to reschedule is not accepting this force majeure in good faith when we tried our best to avoid it" and offered to cover the cost of the away team's transport or to travel to them for the rearrangement. The home team also provided a copy of an email trail between their IA and the away team IA, showing some of the conversations had around the fixture.

In their response to the appeal, the away team referenced HOC 3.2, which states that the "NPUA will appoint independent umpires to all National League matches" and stated that as neither "the home team Women's 1 or the away team Women's 1 play in the National League" then "it is not the responsibility of an outside organisation to appoint officials" for their fixtures. The away team also stated that their team had "managed to source umpires for the fixture when the home team could not" and so in line with BUCS regulations the "the fixture could have been played, but the home team refused".

The away team added that they believe that the home team have "misinterpreted BUCS Regs, which in fairness are not clear at all, and/or they have been given bad information from their contacts".

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that that the walkover claimed by the away team shall stand and shall remain as a voluntary walkover under [REG 13.7](#), with The home team to be charged the £50 appeal lodging fee.

[REG 10.2](#) states: "It is the responsibility of the first named (home) institution/Playing Entity to arrange all appropriate match officials". HOC 3.2 provides an exception to this, but only for National League fixtures.

As such, for this league the first named (home) institution/Playing Entity for each fixture, the home team in this case, are responsible for arranging officials. REG 10.6 states that, "Failure to obtain the appropriate officials, as per [Appendix 5](#) ('BUCS Match Officials Requirements'), may lead to the forfeiture of the affected match, unless there is written notification from the appropriate officials appointments body that they were unable to provide officials and this is communicated at least 48 hours before the fixture start time, or where officials withdraw from the fixture on the day (written evidence required, refer to REG 10.6.3)."

REG 10.6.2 then confirms that "Any institution/Playing Entity failing to notify the opposition of the failure to obtain the appropriate officials at least 48 hours (outside of weekends and bank holidays) before the fixture start time will forfeit the match and concede a walkover."

In this case, it has been confirmed that the home team did not have the appropriate officials in place for the fixture and under REG 10.2 it is their responsibility to ensure they are in place as per REG 10.1/Appendix 5. They also declined an offer from the away team to help provide officials. This offer could have been accepted. Even if these officials didn't meet the requirements of Appendix 5, for example if they were not deemed neutral, under REG 10.7 the two institutions could have agreed to go ahead with them.

It is acknowledged that the home team stated that when they have previously tried to contact some officials directly, they have said that "they can't do that, and that they have to be appointed centrally", however this third-party information is not correct for this league.

BUCS does not have in place any arrangements for appointments for this league and the BUCS regulations do not restrict institutions to having to go via a specific body. It is unfortunate that when having first encountered these responses from officials they had approached, that the home team did not contact the BUCS Executive, who would have been able to clarify the situation if The home team were unsure on how they could obtain officials. However, the home team's following third-party information, rather than BUCS regulations, leading to them not meeting the regulations and the fixture not being able to go ahead as scheduled, is not a case of 'force majeure' or any other grounds for a postponement under REG 14.1 and is not considered grounds for the walkover to be deemed 'involuntary'. The home team could have avoided this situation by accepting the offer of officials provided by the away team, or by contacting the BUCS Executive to confirm if the third-party information they were following was correct.

Therefore, as responsibility for the fixture not taking place as scheduled ([REG 9.2.1](#)) is deemed to lie with the home team and is not grounds for a postponement under REG 10.6 or REG 14.1, the decision of the Panel is that the walkover claimed by the away team shall stand and shall remain as a voluntary walkover under REG 13.7.

The Panel noted that in their submissions, both the away team and the home team raised some queries to BUCS. The Panel believe that these have been answered in this decision, however the Panel would encourage both the home team and the away team to contact the BUCS Competitions Team if they have any further queries relating to match officials or other fixture arrangements. Specific BUCS staff contact details are also available in the Member Directory of MyBUCS.

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**Appeal Number:** 7

**Type of Appeal:** Initial

**Sport:** Netball

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

**Regulation(s):** [REG 14.3.1](#), [REG 11.2.1](#), [REG 9.2.2](#), [REG 12.1](#)

**Decision:** Appeal Rejected – Result to Stand

**Justification of decision:**

The away team have raised this appeal citing [REG 14.3.1](#) and [REG 11.2.1](#) were breached. The away team state that the home team "should have offered two dates of rearrangement and they failed to do so" under

REG 14.3.1. Under REG 11.2.1, the away team state that "After the game we went to check their team sheet on BUCS Play app to find that only six members are present on their squad list, with only three of them on the team sheet for this specific fixture"

In the home teams response, they state that "The game was agreed by the away team to be re-arranged as per BUCS rules we gave enough notification time for this". Regarding player eligibility, the home team stated that an email response was sent "showing a proof 2/3 players being questioned" after the game, and the third player in question has since sent "a picture of her student ID". In support of their response, the home team provided the Photo ID of the third player, and sent a list of ID numbers for all students within the Netball Club.

[REG 12.1](#) states "If a team feels, upon arrival or during a fixture, that the conditions do not adhere to those outlined in the BUCS rules and regulations, they should complete a 'BUCS Playing Under Protest Form' (Appendix 8) as soon as the grievance is noted. All teams are advised to carry with them at least two hard copies of the form so that they are adequately prepared for any such scenario. If a team does not have a BUCS Playing Under Protest Form with them, any equivalent paperwork used/produced must meet the requirements of REG 12.3.". Subsequently, REG 12.1.1 states: "If a team travels to, begins or continues a fixture with knowledge of conditions that amount to a breach of regulations but fails to complete a Playing Under Protest form they are deemed to have accepted the conditions of play and can therefore not later 'play under protest' regarding them, nor submit a match appeal (REG 15) based on those grounds."

The away team had accepted a fixture change request on BUCS Play to move the fixture to the new date, and a Playing Under Protest Form was not completed when concerns around the regulation breaches were raised. Therefore, the BUCS Appeals Panel have reviewed the evidence submitted and have ruled the "Result to Stand". The away team will be charged the £50 lodging fee.

Despite the away team not having grounds for appeal in this instance, the BUCS Appeals Panel would like to offer the following guidance to both teams to mitigate against this in future:

The home team are cautioned that "not having enough for a team" due to a reading week is not grounds under Regulation 14.1 to request a postponement of the fixture. As per BUCS [REG 9.2.2](#) "all knockout matches must take place on the date set by BUCS", therefore, if the game was unable to go ahead on the day, the away team was under no obligation to re-arrange the fixture. Therefore, the Regulations stated in the appeal (14.3.1) are not applicable to this situation as the game could/should not have been postponed. However, a fixture change request was sent on BUCS Play by the home team, which was accepted by the away team, therefore, the fixture was moved to the new date with agreement of both teams.

The away team are reminded that, under the Playing Under Protest Regulations (REG 12), a form must be completed as soon as any grievances become apparent, and under BUCS REGs they are able to complete this form before the fixture, or at a natural break in play. Both concerns around the team sheet and the start time should have been noted on the PUP when these became apparent. Having not completed this, the team are deemed to have accepted the conditions of play.

Both institutions are reminded about the importance of completing BUCS Play team sheets as per BUCS REG 11.2. Unless there are issues with BUCS Play that prohibit the completing of a digital team sheet, these must all be completed before the fixture and appropriately approved/disputed as required. Any issues that do prohibit you in completing a team sheet need to be logged as soon as possible with BUCS Play Support and paper team sheets must be correctly completed.

Both institutions are also reminded that communication around fixture details for BUCS fixtures should be sent between the IAs of both teams, and not directly to opposition captains. This is to avoid situations in which miscommunication can occur, leading to issues on the day.

**Appeal Number:** 8

**Type of Appeal:** Initial

**Sport:** Mixed Golf

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

**Regulation(s):** [REG 12.1](#), [REG 12.1.1](#), [REG 12.3](#), [REG 12.3.1](#), [REG 15.1](#), [REG 15.1.2](#), [GOL 3.4.5](#), [GOL 3.4.6](#), [R&A Rule 5.3a](#)

**Decision:** Appeal Rejected – Result to Stand

**Justification of decision:**

The away team have raised this appeal citing [GOL 3.4.5](#) and [GOL 3.4.6](#). In relation to GOL 3.4.5, the away team state that they are "not sure every effort was made to play the match in full" as they "do not have access to the golf club's schedule", also that "Rule 5.3a is difficult to interpret for BUCS". The away team also question whether GOL 3.4.6 could have been applied "if the tee time had been moved later".

The away team explain that the reason for their team arriving late was that their transport, booked for 06:00, had an incident on campus which led to a replacement bus needing to be sent which resulted in the team not leaving until 07:00.

The away team state that their team captain "made all the necessary calls to advise the home team and the golf club of the situation." The away team added that a conversation was had between their IA and the home team's Head of Golf regarding "shuffling tee times around" but that they were told by them that "this was not possible and have done all they can". The away team state that they "were also told that due to the rules, if we went later, there would be lighting issues and the game would not be completed which would mean the home team forfeiting the game under BUCS rules" and that "as the team were already well on their way at this point (approximately 0945), they had arranged for them to go straight out to the tee where the home team were at, which meant them missing 3 holes."

The away team also state that their IA "emailed the home team when advised what had happened and received an email back documenting the rules and advising it would be dealt with the next day and they thought we had accepted the situation. This was not the case but as the team had travelled, we thought they should play anyway but with a view to possibly replaying the game at a later stage."

Finally, the away team state that: "A playing under protest form was submitted during the match by the away team's IA due to the captain playing at the time. It was not completed prior to the match starting due to arriving late and having to go straight from the coach to find the tee they needed to start from. The match was due to tee off at 0930 and subsequent tee off times every 8 minutes. All matches started with the home team players 3 up and all groups started on the 4th tee. The rules have not been applied correctly and have had a major bearing on the overall result. The team obviously were not in the right frame of mind before the match even commenced. In addition, with other university matches being played why couldn't this game be accommodated slightly later to get a full game in. We firmly do not believe everything has been done to accommodate a situation out of our control."

In support of their appeal, the away team provided:

- A copy of an email from their transport provider, confirming the incident which led to their delay and that a replacement coach was sent out which departed from the away team's campus at 07:00 and arrived at the venue at 09:59.
- Copies of email correspondence between the two institutions on the day of the fixture.
- A digital copy of a Playing Under Protest Form which according to the aforementioned email correspondence the away team IA emailed to the home team IA at 13:55 on the day of the fixture.

In The home team's response, they state that they wish to "strongly appeal" the Playing Under Protest Form as it "was not completed as the rules dictate by either captain of the fixture and was not signed by either of the captains". The home team continue, stating that the form was "completed by the IA for the away team, when the result was not going their way, after originally agreeing with our head of golf that they would play



to BUCS Golf regulation GOL3.4.5 which refers teams to Rules of Golf 5.3(a & b) what to do when a team is late”.

The home team argue that in relation to R&A rule 5.3.a that the two institutions had “already discussed on the phone that we would not take the walkover in the interest of getting the fixture played as fairly as possible, considering the restrictions of the golf course that day, as we had back-to-back T-offs for 1.5 hours, with 3 of our BUCS teams playing at home that day.”

The home team also state that they “completely rebuff the claim that we breached Reg GOL3.4.5” and that they “made every effort to delay the start as much as humanly possible to get the game played”, having: tried to re-book later tee times; taken “the most lenient interpretation of the rules of golf for the game to still be played, rather than a walk over”; “asked the team to play as slowly as possible, without holding up the following matches”; asked their captain to “make sure every effort was made for the away team to get out and play ASAP” following which the captain called the away team to “explain ahead of time where course cards are” and “where the pro shop is” and that “the pros were happy to help the players find their way out onto the course”.

The home team state that having not been able to delay the tee times “the only way to play the game on the day was to follow Rule 5.3a”. The home team further state that the rule “is a little challenging to interpret for BUCS golf as there are two situations, i) claim each match if the opposition at not there within 5 minutes of their tee time. Or ii) begin each match on time and play the holes without the opposition until they join, with each hole played going to the player who is present. It appears the latter allows the game still to be played and there is the best chance for a competitive game (see rules of golf 3.2(a)3 where the match ends) – i.e. if a player did not make it by the 11th hole, the game would be won 10 & 9 by the player present.” The home team therefore argue that this “was the best we could do in the situation to hopefully still have a good game between the teams”.

Finally, the home team state that they believe the appeal to be in breach of [REG 15.1](#) and [REG 15.1.2](#) as they “have carried out the rules to the letter, and a playing under protest form should only be lodged if a regulation has been breached” and that “it was agreed in advance” between the away team’s IA and the home team’s Head of Golf to “play to rules of golf Reg 5.3a/b therefore accepting the terms of the match prior to travelling”.

In support of their response, the home team provided:

- A copy of an email from their Head of Golf to their IA sent at 11:40 on the day of the fixture, following a telephone conversation they’d had with the away team’s IA.
- A photo of BUCS Play showing that the home team had three golf matches at the venue, scheduled to start at 09:30, 10:00 and 10:30.
- A copy of an email from their Head of Golf on [REDACTED], further detailing their account of the telephone conversation with the away team IA on the morning of the fixture.

Having reviewed both submissions, the Panel agreed that the away team could not be considered to have played under protest according to the following regulations:

- **REG 12.1** If a team feels, upon arrival or during a fixture, that the conditions do not adhere to those outlined in the BUCS rules and regulations, they should complete a ‘BUCS Playing Under Protest Form’ (Appendix 8) as soon as the grievance is noted.
- **REG 12.1.1** If a team travels to, begins or continues a fixture with knowledge of conditions that amount to a breach of regulations but fails to complete a Playing Under Protest form they are deemed to have accepted the conditions of play and can therefore not later ‘play under protest’ regarding them, nor submit a match appeal (REG 15) based on those grounds.”
- **REG 12.3** The following essential information must be captured on a Playing Under Protest form:
  - Fixture information (Name of institution/Playing Entity ‘Playing Under Protest’, Sport, league/knockout competition name, date and time of fixture, venue, home team name, away team name)

- The specific grievance(s) and, where known, the correlating regulation(s) alleged to have been contravened
- Name and signature of the captain of the team raising the grievance(s), as well as the time of signing
- Any opposition response to the grievance(s) (Optional)
- Name and signature of the opposition captain, as well as the time of signing (They cannot refuse to sign the form, note REG 12.3.2)
- **REG 12.3.1** A Playing Under Protest Form that does not meet the requirements of REG 12.3 will be rejected by BUCS as being incomplete and therefore insufficient to support any subsequent match appeal.
- **REG 15.1.2** Institutions/Playing Entities are reminded that only where it is alleged that a regulation has been breached should a match appeal be lodged. Institutions/Playing Entities should also be aware of their right to Play Under Protest (REG 12) and the requirement to do so in order to appeal against conditions that amount to a breach of regulations that they had knowledge of either before, or during, a fixture.

No playing under protest form that meets the requirements of REG 12.3 was completed prior to the away team starting to play, despite them being aware at this point of the home team having already played some holes. Being aware of this situation, if the away team felt that GOL 3.4.5 and/or R&A rule 3.5a may not have been followed, or if there were any other reasons that they objected to these conditions, they should have completed a playing under protest form prior to starting play. Whilst the away team's IA emailed a copy of a Playing Under Protest Form to the home team's IA at 13:55, it is evident from the appeal submission and supporting evidence that this was after their team had started playing, but also this does not meet the requirements of [REG 12.3](#), which requires that the form is completed by the captains at the fixture.

Due to the initial conversations between representatives of the institutions on the day of the fixture having been over the telephone, it is not certain what may have been verbally agreed to between these staff members, however the teams proceeding with the fixture as they did, constitutes agreement to the conditions under REG 12.1.1 and means that neither team can therefore appeal regarding these (REG 12.1.1/REG 15.1.2).

It is the view of the BUCS Appeals Panel that the away team have therefore accepted the conditions of the home team having already played the first three holes, having continued with the match from this point without playing under protest, and therefore the decision of the Panel is that the appeal is rejected and that the result shall stand, with the away team being liable for the £50 lodging fee.

**Appeal Number:** 9

**Type of Appeal:** Initial

**Sport:** Netball

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

**Regulation(s):** [NET 5.2.2](#), [INF Rule 3.2 \(i\)\(a\)](#), [INF Rule 3.2 \(iv\)](#)

**Decision:** Appeal Rejected – Result to Stand

**Justification of decision:**

The away team raised this appeal citing [NET 5.2.2](#), [INF rule 3.2 \(i\)\(a\)](#) and [INF rule 3.2 \(iv\)](#) as alleged to have been contravened. In their initial appeal pro forma, the away team did not state any specific grievances, simply quoting the wording of these rules and regulations, however they did provide a copy of a Playing Under Protest Form completed prior to the match starting on which they alleged that regulations relating to "post safety" had been contravened and they stated their grievances as "weights to secure posts", "posts spin" and "nets different".

In support of their appeal, the away team provided photos of the posts and a statement from one of the umpires.

In the home team response, they stated that "due to Graduation being held in our Arena the only venue available was the Sports Centre...our Club viewed this venue and reported that it was suitable for matches".

The home team further stated that in response to NET 5.2.2 the posts were "free standing as allowed". The home team added that as per the photos the posts "were in the mid-point of each goal line" and that no white nets were available and those provided were "simply what was supplied by the venue". Finally, the home team stated that they had another Conference Cup match at the same venue on the same date with no complaints.

When considering the appeal, the Panel began by reviewing the Playing Under Protest Form. The Panel were satisfied that this was completed before the match began but noted that the grievances/conditions that the away team were playing under protest regarding were limited to "post safety", "weights to secure posts", "posts spin" and "nets different".

With regards to "post safety" and "weights to secure posts", it was noted that in their appeal pro forma, the away team hadn't cited any specific grievances relating to these, they had simply quoted the wording of rules and regulations they believe to have been breached.

In the statement from one of the umpires provided as a supporting document, they cite that prior to the match starting when doing their pre-match checks they had concerns relating to the run off space and how the posts were "weighted down to the ground, and not securely attached / easily moveable" which they say were "highlighted as a safety / tripping risk", however the game proceeded so the Panel deemed that the umpires have decided that there was a safe enough environment for play.

With regards to weights placed on the bases of the posts, the Panel's view was also that this did not explicitly breach any of the regulations cited. The design of posts used are recognised by the Panel to be "free standing", as opposed to "sunken" or "floor fixed", as per NET 5.2.2, but the regulations do not state that weights or anchors cannot be placed on these, for example with the aim to provide improved stability.

It was also noted that in their appeal pro forma the away team hadn't cited any specific grievances relating to "posts spin" and "nets different" which were cited on the Playing Under Protest Form, they had simply quoted the wording of the rules and regulations they believed to have been breached.

With regards to the nets, the view of the Panel was that the issue cited that the away team were playing under protest regarding – the nets being different colours – was not itself a breach of regulations as there is no requirement in the BUCS regulations or the INF rules for the nets to be the same colour. It was also the view of the Panel that the posts moving or spinning when contact was made with them was not a clear breach of regulations and that the photographs showed that they were correctly positioned prior to the match starting.

It was noted that the umpire stated that posts of this nature would "usually" have "some form of pin or 'lock' to ensure that the post does not swivel, but this was not the case in this instance". When referring to the regulations however, the Panel deemed that NET 5.2.2, and its allowance of "free standing" posts would supersede point (i)(a) and that the requirement for there to be "a minimal amount of movement", whilst preferable, is therefore not specified to be applicable for these types of posts.

Further to this, it was the Panel's view that even if the away team did believe any of these regulations to have been breached for these reasons, breach of them does not carry a specific outcome/sanction, and as stated above the away team had not made a case for how or why the grievances cited on the playing under protest form may have ended up having a direct impact on the result or presented an unfair advantage to the home team.

For the reasons stated above, the decision of the Panel is therefore that the appeal is rejected and that the result shall stand, with the away team being liable for the £50 lodging fee

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**Appeal Number:** 10

**Type of Appeal:** Initial

**Sport:** Women's Football

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

**Regulation(s):** [REG 10.5](#), [REG 10.6](#), [REG 10.6.3](#), [REG 10.6.3.1](#), [REG 10.7](#), [REG 12.1](#), [REG 12.1.1](#), [REG 15.1.2](#), [REG 15.3](#)

**Decision:** Appeal Rejected – Result to Stand

**Justification of decision:**

The away team raised this appeal citing REG 10.5, REG 10.6, REG 10.6.3.1 and REG 10.7.

In relation to [REG 10.5](#) the away team stated: "The official for this high-stake game was the home team University men's 1st team coach. He wore his the home team University staff kit throughout the game".

In relation to REG 10.6 and REG 10.6.3, The away team stated that no written evidence was provided "to prove there was an official originally booked", "of the official letting down the home team" or "of the home team athletic union seeking an alternative official for the fixture". The away team added that "if they were having difficulty finding an official for the game there was no communication 48hrs before".

Finally, in relation to [REG 10.7](#), the away team stated that there was no written agreement between the two institutions to "a non-neutral official". The away team explained that they did not complete a Playing Under Protest Form as they "did not have a paper copy to fill out at the game" but after having arrived at 13:40 "were told at 2pm that there was no referee and a the home team coach was going to officiate".

The away team added that prior to kick-off a member of the home team staff approached their coaching staff "to say that the original official had let them down" and that "the only other official available was the home team University Senior Men's 1st team coach". The away team added that as they "had travelled 2.5 hours and were 40 minutes from kick off" there was "no other option" and the game went ahead. The away team argued that the official either missed or ignored what they felt were several major incidents which they stated led to them questioning the official's "competence and preparation for this game".

In the home team's response they stated: "On Tuesday morning, we received our normal confirmation of our weekly appointments" and that they confirmed the fixture details with the appointed official at 20:58 that day.

The home team added that the official "confirmed their appointment and match fee at 11:19" on the morning of the match and that they were "not panicked by confirmation only coming in at 11:19 on the match day" as they had had the official cover their matches before and that their communication was "not great at times". The home team stated that at 12:21 the official messaged to say that they were no longer able to make the match, at which point they tried to see if any of the other referees covering other matches at the venue would be able to cover it but neither of them were.

The home team stated that at this point their IA asked their 1st team manager if he would referee the match and that he said that if they were unable to get any cover that he would "happily step in if the away team were happy". The home team added that following this they called around "all officials on the appointments list who had earlier matches" but did not have any success with anyone on this list.

The home team stated that when the away team arrived, they could not see the manager but as the home team manager had arrived their IA "explained the situation to them and said once we see the away team women manager lets go have a chat about the situation", following which at 14:00 they "spoke directly with the manager regarding the situation".

The home team argued that their IA explained the situation to them and that they could show them the messages and confirmation that they had an official booked, but that the away team manager "did not seem that bothered and understood the situation". The home team added that their IA "clearly explained to the away team women manager that we have our Men 1st team manager available to officiate, who has officiated BUCS matches when he was a student" and that they "did also highlight in the conversation that if the Men 1st team manager officiated the match he would have his the home team quarter zip on as he has no other clothes on hand".

The home team acknowledged that they "did not obtain written confirmation with the away team manager at that point" as they "seemed happy to go ahead with the game". The home team also added that, based on the venue being used, if the away team had wanted to play under protest they could have let their IA know who could have printed a copy for them. The home team concluded their response stating that they it was "very disappointing to receive this notification after the effort that was made to get a referee after the last minute drop out, plus the conversation that was had with the away team manager with ambient time to highlight any concerns" adding that "The away team were well within their right" to play under protest or to pursue a rearrangement under REG 10.6.3.1 but that they "chose to play the match" and "chose not to exercise their right with enough time before kick-off".

In support of their response, the home team provided:

- Copies of emails showing that they had an official appointed to the match on [REDACTED]
- Screenshots of text messages with the appointed official, confirming their appointment and subsequently that they would no longer be able to cover the match at 12:21 on the day of the fixture.
- A screenshot of the log of calls made by the home team's IA on the day of the fixture.

Having reviewed both submissions, the Panel came to the following conclusions.

Prior to the match starting, the away team and the home team had discussed the refereeing situation and that the away team knew the home team were proposing that the home team University Men's 1st team coach/manager could cover the match. At this point, the away team had two clear options, they could either pursue a rescheduling of the match under REG 10.6.3.1 or go ahead with the match. If choosing to go ahead with the match the away team also had the option to play under protest regarding any concerns over whether the home team had had an appropriately appointed official who then dropped out and/or the neutrality of the referee, or any other concerns they may have had relating to the circumstances, to give themselves the opportunity to appeal against the outcome of the match if they felt that the conditions affected it.

The away team did not play under protest and therefore by proceeding with the fixture as they did are deemed under [REG 12.1.1](#) to having agreed to the conditions of the home team Men's 1st team coach/manager being the official and therefore under REG 12.1.1/[REG 15.1.2](#) cannot appeal regarding whether the official was neutral (REG 10.5) or whether the home team did have another official previously appointed (REG 10.6/REG 10.6.3).

In relation to REG 10.7, the Panel noted that there was not written agreement between the two institutions regarding using a "non-neutral" official, however the view of the Panel was that this regulation does not replace the need to play under protest if you are 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 REG 10.7 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, the away team have acknowledged in their appeal that they were aware prior to the match starting that the official would be the home team Men's 1st team coach/manager and thus have confirmed their knowledge of this condition that they went ahead and played with.

Therefore, the Panel have ruled that the appeal is rejected and that the result shall stand, with the away team being liable for the £50 lodging fee.

The Panel also wishes to highlight that the appeal could have been rejected under REG 15.3: REG 15.3 Appeals relating to match officials Such matters should first be directed to the opposition Athletic Union (or equivalent) to afford them the opportunity to resolve the issue without formal appeal. Appeals lodged without such attempts being made may be rejected (lodging fee payable).

The away team are advised that in future any concerns regarding match officials should be directed to the opposition first, prior to submitting an appeal. Extensions to appeal deadlines can be requested under REG 15.8.2.2 to enable more time for such matters to be discussed and hopefully resolved between institutions.

**Appeal Number:** 11

**Type of Appeal:** Initial

**Sport:** Women's Basketball

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

**Regulation(s):** [REG 10.1](#), [REG 10.2](#), [REG 10.6](#), [REG 10.6.2](#), [Appendix 5](#)

**Decision:** Appeal Accepted – Walkover to Away Team

**Justification of decision:**

The away team raised this appeal citing [REG 10.6](#), stating that their grievance was "Failure to provide the appropriate, qualified, licenced officials for both table and game, as per [Appendix 5](#) ('BUCS Match Officials Requirements)".

The away team stated that their team played under protest "due to both the referees and table officials been unqualified". The away team also stated that they had contacted the home team "for confirmation that the officials (both referees & table officials) were qualified" but that they had not received this by the time they submitted their appeal.

In support of their appeal, the away team provided a copy of a Playing Under Protest Form on which they had cited REG 10.6 and the grievance of "Failure to obtain officials as per Appendix 5", as well as a copy of the match scoresheet and an email thread between the away team and the home team showing discussions had around the concerns regarding the officials before the away team submitted their appeal.

In the home team's response, they stated that they "can confirm our officials were qualified" and that "there were two Level 2 referees officiating as well as two table officials, of which, one of the table officials was both a Level 2 Table Official and a Level 3 Referee so there was zero cause for concern regarding anyone's ability to referee or officiate the game".

The home team stated that they had "attached their certificates, licences and Basketball England numbers for reference" and that they were "just unable to provide the certificate for [REDACTED] (one of our referees) at the time of the match as this year Basketball England introduced new measures for all referees".

The home team argued that these new measures had "created a huge backlog of forms that need reviewing and there are referees up and down the country that are having to referee at the moment with no licenses attached as they're still pending approval but nonetheless, he is still qualified".

The home team added that they had contacted Basketball England to provide them with "confirmation of [REDACTED] qualification" but that they "have closed their phone lines and are not responding to emails". The home team did however attach a copy of his Basketball England membership card "so this can be confirmed".

The home team also stated that: "After speaking to the officials, they have said the opposition coach and players did not have a single word of criticism the entire game, there were two Level 2 referees officiating, one of the table officials was both a Level 2 Table Official and a Level 3 Referee so there was zero cause for concern regarding anyone's ability to referee or officiate the game. The game was officiated in absolute fairness, it looked like both teams were having a good time and competing as best they could."

Finally, the home team highlighted that they "won by quite a considerable margin as the score was 117-28" and so they "strongly believe the result of the game would not have been different with such a large lead", as well as that "there is a shortage of referees and officials at the moment and we don't want to make it even more difficult to recruit referees who are willing to sacrifice their time and travel to make sure BUCS games can go ahead".

In support of their response the home team provided:

- A copy of a current Basketball England membership card for [REDACTED].
- A copy of a current Basketball England referee licence for [REDACTED].
- A copy of a Macau – China Basketball Association certificate confirming that [REDACTED] had completed the Macau Basketball Table Officials Clinic (36 hours) in 2020.
- A copy of an email which contained another copy of [REDACTED]'s BE referee licence, another copy of [REDACTED] certificate and a BE membership number for them, and a BE membership number for a [REDACTED].
- A copy of an email from [REDACTED], which contained his view on the situation and containing some of the details which the home team put in their response.

Having reviewed both submissions, the Panel noted that there was a clear discrepancy in what each of the institutions were claiming regarding whether the officials met the qualification requirements of Appendix 5, but also as to the names listed on the official match scoresheet and the names on some of the supporting evidence provided by the home team.

According to the official match scoresheet, the officials for the match were:

- Referee: [REDACTED]

- Umpire: [REDACTED]
- Scorer: [REDACTED]
- Timekeeper: [REDACTED] and [REDACTED], who the home team provided a copy of a Basketball England referee licence for, was not listed on the scoresheet but based on the home team's supporting evidence they were suggesting was one of the table officials.

Due to the discrepancies between what both institutions were arguing regarding whether the officials were appropriately qualified in accordance with Appendix 5, and the lack of evidence provided confirming what qualifications, if any, most of these individuals hold, BUCS contacted Basketball England (BE) to confirm the qualification status of the various individuals according to their records.

The result of this check was that the only one of the named individuals who was confirmed as meeting the qualification requirements of Appendix 5 was [REDACTED] – who was not listed as an official on the scoresheet – and did not support the home team's claims that the Umpire and Referee were both Level 2 qualified. REG 10.6 states that, "Failure to obtain the appropriate officials, as per Appendix 5 ('BUCS Match Officials Requirements'), may lead to the forfeiture of the affected match, unless there is written notification from the appropriate officials appointments body that they were unable to provide officials and this is communicated at least 48 hours before the fixture start time, or where officials withdraw from the fixture on the day (written evidence required, refer to REG 10.6.3)."

REG 10.6.2 then confirms that "Any institution/Playing Entity failing to notify the opposition of the failure to obtain the appropriate officials at least 48 hours (outside of weekends and bank holidays) before the fixture start time will forfeit the match and concede a walkover."

In this case, the home team have not been able to evidence that they had all the appropriate officials in place for this fixture and a check with BE has not supported their claims that the Referee and Umpire were both appropriately qualified.

Under REG 10.1 and REG 10.2 it is the home team's responsibility to ensure appropriate officials are in place as per REG Appendix 5. The home team have also not argued that they were let down by any appointed/booked officials within 48 hours of the fixture start time (REG 10.6.3). As such, and in accordance with REG 10.6.2, the decision of the Panel is that a walkover is awarded to the away team and the home team will be charged the £50 lodging fee.

**Appeal Number:** 12

**Type of Appeal:** Initial

**Sport:** Men's Rugby Union

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

**Regulation(s):** [REG 10.6](#), [REG 10.6.3](#), [REG 10.6.3.1](#)

**Decision:** Appeal Accepted – Replay at Away Team's Venue

**Justification of decision:**

The away team claimed a walkover for the match, citing REG 10.6. When claiming the walkover, the away team stated: "We understand that there was an official appointed last week and then he dropped out, but we feel that we could have been notified of this on Tuesday once the Who's The Ref notification was sent, to save the team from travelling."

The home team appealed against the walkover claimed by the away team citing [REG 10.6.3](#) and [REG 10.6.3.1](#), stating that they did have an official booked for the game but that the official "withdrew himself on Monday evening" which was "within 48 hours".

The home team added that the official did not communicate this to them directly and they "did not get a notification on Tuesday" which would have allowed them to inform the away team of this. The home team also highlighted the fact that both teams travelled to the fixture and that they also incurred costs for this.

In support of their appeal, the home team provided copies of text messages between their IA and the match official which showed their appointment being confirmed on Wednesday 24 November and then their IA messaging the official after they did not show and being advised that they "should have received a

notification on Monday eve" that the official had been taken off the appointment. The home team also provided a copy of an invoice for the coach travel for their team.

In the away team's response, they reaffirmed that they had claimed the walkover under REG 10.6 as "the ref did not withdraw on the day (it was the Monday) and we were not given written notification that there was no referee appointed".

The away team also stated that the home team had previously requested a rearrangement of the fixture due to venue issues, but that they said no because of concerns over their team's fixture schedule but did offer to host before the home team then confirmed on 24 November "that the game could go ahead at the home team". The away team also stated that at 11:40 on the morning of the fixture they received a call from the home team's IA "saying the ref was delayed, so the kick-off might have to be pushed back to 1:45 or 2pm latest" but that they were "not sure which ref got in contact because there was no ref appointed as evidenced on Who's The Ref".

The away team further stated that after the official did not turn up "it transpired that the ref who was appointed the week before had dropped out on Monday and had informed the appointment body", adding that this "does trigger a notification on Who's Ref which is sent to the ref and the University, at which point we should have been notified and either could have offered to host or rearranged the game."

The away team argued that therefore their team "travelled to a game when reasonable steps could have meant that it was prevented". In support of their response to the appeal, the away team provided a copy of a WhatsApp conversation between their AU and Men's Rugby Union captains on the day of the fixture, showing a discussion around the official being expected to arrive late, as well as a screenshot of WhosTheRef.com showing no appointed official listed.

Having reviewed both submissions, [REG 10.6](#), [REG 10.6.3](#) and REG 10.6.3.1, the Panel agreed that REG 10.6.3.1 would apply in this scenario as they were satisfied that the home team's non provision of an official was due to them being let down by an appointed/booked official within 48 hours of the fixture start time.

The Panel acknowledged that REG 10.6 states that failure to obtain the appropriate officials "may lead to the forfeiture of the affected match" unless "there is written notification from the appropriate officials appointments body that they were unable to provide officials and this is communicated at least 48 hours before the fixture start time, or where officials withdraw from the fixture on the day (written evidence required, refer to REG 10.6.3)".

However, whilst REG 10.6 states that not obtaining the appropriate officials "may" lead to a walkover being conceded unless an official withdraws from a fixture "on the day", REG 10.6.3 is clear that where an institution/Playing entity is "let down by an appointed/booked official within 48 hours of the fixture start time" that the fixture is to be rearranged, with the venue and home team being determined based on whether REG 10.6.3.1 or REG 10.6.3.2 would apply to the scenario.

In this case, the away team had arrived at the venue before they were informed of the home team being let down – which has now been communicated/confirmed as part of this appeals process – and therefore are to be the home team for a rescheduling of the match.

Had the home team been aware of the official having dropped out of the fixture on Monday evening and communicated this prior to the away team having travelled, then REG 10.6.3.2 would have applied.

Therefore, the Panel have ruled that the appeal is upheld, and the decision is that the fixture should be replayed with the away team having hosting rights. Arrangement of a new date should follow the process and timelines of REG 14.3, with notification of this decision being taken as the equivalent of notification of a postponement.

Additionally, the home team are advised to contact "WhosTheRef.com" and the appointments body to establish what is happening with regards to any notifications that the home team should be receiving relating to their appointments to try and ensure that these are received, and thus can be passed on where applicable, in time to avoid any unnecessary travel by teams in future.

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**Appeal Number:** 16

**Type of Appeal:** Initial

**Sport:** American Football Open



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

**Regulation(s):** [AMF 12](#), [REG 9.3.1](#), [REG 9.3.3](#), [REG 12.1.1](#)

**Decision:** Appeal Rejected – Result to Stand

**Justification of decision:**

The away team have raised an appeal citing [AMF 12](#), claiming “10 minute” were played after a delayed start, and that the fixture could not “go to Overtime” due to the delay. They have also cited [REG 9.3.1](#) stating “kick off was delayed which meant there wasn’t an opportunity for the game to go to overtime”. Finally, the away team have cited [REG 9.3.3](#), stating that the fixture “was played on grass and not confirmed beforehand”.

The home team responded stating “The grievance relating to Duration of Play was also not expressed on the initial Playing Under Protest Form submitted to the team to sign prior to the start of the fixture (as can be seen on the image submitted by the away team during the initial appeal) when the 10-minute quarters were agreed by both sides. As per [REG 12.1.1](#), this would constitute having accepted the conditions of play of the shortened quarters and therefore not valid grounds for an appeal”.

In regards to AMF 13, the home team stated “ a tie can occur in league matches and there is no overtime.” Finally, the home team responded to REG 9.3.3, claiming “There is no requirement to confirm grass playing surface as per regulation 9.3.3. There is a requirement to inform opposition if an artificial pitch is to be used as per REG 9.3.3.1.1 but this was not the case in this instance”

The BUCS Appeals Panel has reviewed all evidence provided from both teams and have ruled the “Result to Stand” with the away team to be charged the £50 appeal lodging fee.

The Playing Under Protest form which was submitted by the away team only listed the field markings as a grievance. The grievance regarding the length of the fixture/quarter was not noted on the Playing Under Protest form at the point the team became aware of this. Therefore, under REG 12.1.1 they are deemed to have “accepted the conditions of play and can therefore not later ‘play under protest’ regarding them, nor submit a match appeal (REG 15) based on those grounds.”

In BUCS American Football league fixtures there is no overtime period, as ties are permitted in our competition. Finally, as per current Sport Specific Regulations, and the current version of the BAFA Rulebook, there is no requirement to confirm whether a grass pitch is to be used prior to the fixture. Therefore, under BUCS General Regs, the only requirement is to inform the opposition where an Artificial Surface is to be used (REG 9.3.3.1.1).

**Appeal Number:** 17

**Type of Appeal:** Initial

**Sport:** Women’s Basketball

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

**Regulation(s):** [REG 11.1.3](#), [REG 14.1.1](#), [BAS 3](#)

**Decision:** Appeal Rejected – Result to Stand

**Justification of decision:**

The away team have raised a match appeal citing [REG 11.1.3](#), [REG 14.1.1](#) and [BAS 3](#), stated that the home team’s squad size for the fixture was “7, and therefore could have played the week prior”.

The home team responded, stating “We had one player injure themselves in the Basketball England national trophy final who will now not play the rest of the season and two more tested positive for covid-19 (PCR tests) leaving us with 3 players available. We then exercised our right in regulation 14.1.”.

Having reviewed both submissions, the Panel have ruled the “Result to Stand”.

When COVID was cited as the reason for the home team being unable to field the minimum numbers for the initial fixture (26/01/22), a mandatory postponement was enacted under REG 14.1.1. As per BUCS REG 14.1.2, “where an institution/Playing Entity cites one of the above COVID-19 related reasons as affecting their team’s ability to fulfil a fixture their opposition are expected to accept this in good faith and without asking for more specific details and/or evidence”.

Both institutions then correctly followed REG 14 to rearrange a postponed league fixture. The fixture was then moved via an accepted fixture change request on BUCS Play to the new date. When the re-arranged fixture took place on 01/02/22, both teams were able to meet the minimum numbers required to begin the fixture. Therefore, on the match and date in question, the home team were not in breach of REG 11.1.3, 14.1.1 or BAS 3. A match appeal is submitted based on the specific match in question and does not relate to any previous iterations of the fixture that were unable to be played and then subsequently rearrange.

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**Appeal Number:** 18

**Type of Appeal:** Initial

**Sport:** Men's Rugby Union

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

**Regulation(s):** [RUU 2.5](#), [REG 14.1.1](#), [REG 13.7](#)

**Decision:** Appeal Rejected – Result (Walkover) to Stand

**Justification of decision:**

The home team claimed a walkover for this match, citing RUU 2.5.

The home team argued that at no point during correspondence did the away team inform them that the number of available players fell below 10, as per [RUU 2.5](#).

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that that the walkover claimed by the home team shall stand and shall remain as a voluntary walkover under [REG 13.7](#), with the away team to be charged the £50 appeal lodging fee.

[REG 14.1.1](#) states: "Positive COVID-19 tests or required isolation being the primary reason leading to a team not being able to field the minimum number of individuals required". It is acknowledged that the away team took the decision not to travel because of concerns around COVID-19, however as the number of available players did not fall below 10 (as per RUU 2.5), the requirement for mandatory postponement under REG 14.1.1 was not met.

As a part of making this decision we note that there were three more cases communicated on Wednesday, but these were after the scheduled fixture was due to start (14:00) and thus are not applicable within the appeal. We also note the decision by the away team to follow the regional Rugby advice which did not recognise the requirements for mandatory postponement. Based on the communication trail (via email) it would appear that prior to the fixture the away team had communicated that 16 players were available to play. Therefore, as responsibility for the fixture not taking place as scheduled (REG 9.2.1) is deemed to lie with the away team's decision not to travel and is not grounds for a postponement under REG 14.1, the decision of the Panel is that the walkover claimed by the home team shall stand and shall remain as a voluntary walkover under REG 13.7

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**Appeal Number:** 18

**Type of Appeal:** Full

**Sport:** Men's Rugby Union

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

**Regulation(s):** [RUU 2.5](#), [REG 14.1.1](#)

**Decision:** Appeal Rejected – Result (Walkover) to Stand

**Justification of decision:**

The Panel noted that their sole consideration was to establish whether the BUCS Appeals Panel had made a clear substantial misinterpretation of [Regulation 14.1.1](#).

The Panel concluded that there had been no such misinterpretation and accordingly that the initial decision from BUCS should be upheld and accordingly that the Walkover claimed by the home team is to stand.

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The away team did not clearly communicate they would not be able to field the minimum of 10 players, only stating that there was a number of positive tests within the team and isolation was required. What was clear was that the away team had indicated they would not be able to play at a time when they had only 4 positive cases, albeit expecting there might be more; and told the home team they had cancelled their transport when they still ostensibly had 16 players available. They did not make clear until after the time for kick off that in fact no players were available because of being required to isolate.

In reaching this decision the panel expressed considerable sympathy with the away team's position and accepted that had its communications been significantly clearer, in particular as to the number of players who had had contact with those tested positive and who were thus required to isolate, the match could properly have been postponed within the terms of Reg 14.

The away team asked, given the circumstances, if the walkover could be considered an involuntary walkover instead of the voluntary walkover. The Panel considered there is not scope within the regulations to change this, as at this point, the only issue for consideration is whether the regulation was misinterpreted.

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**Appeal Number:** 19

**Type of Appeal:** Initial

**Sport:** Netball

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

**Regulation(s):** [NET 2](#), [REG 14.1.1](#), [REG 13.7](#)

**Decision:** Appeal Rejected – Result (Walkover) to Stand

**Justification of decision:**

The away team claimed a walkover for this match arguing that insufficient notice for the need to postpone was provided by the home team.

The away team also cite [NET 2](#) which states: "The minimum number of players per team required for a fixture to start will be five".

The home team argued that their decision not to fulfil the fixture was based on patient safety related to two of the players testing positive for COVID-19. The home team also shared the various reasons for players being unavailable, which included some positive COVID-19 tests, unconfirmed illness and one player feeling uncomfortable playing as a result of previously stated positive tests.

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the walkover claimed by the away team shall stand and shall remain as a voluntary walkover under [REG 13.7](#), with the home team to be charged the £50 appeal lodging fee.

REG 14.1.1 states: "Positive COVID-19 tests or required isolation being the primary reason leading to a team not being able to field the minimum number of individuals required". It is acknowledged that the home team took the decision not to fulfil the fixture because of concerns around COVID 19, however as the number of available players did not fall below 5 (as per NET 2) as a direct result of positive tests or required isolation, the requirement for mandatory postponement under [REG 14.1.1](#) was not met.

As a part of making this decision we note the rationale provided by the home team and acknowledge that it is their ability to decide not to fulfil the fixture if they are concerned about the circumstances. However, as responsibility for the fixture not taking place as scheduled (REG 9.2.1) is deemed to lie with the home team's decision not to fulfil the fixture and is not grounds for a postponement under REG 14.1, the decision of the Panel is that the walkover claimed by the away team shall stand and shall remain as a voluntary walkover under REG 13.7.

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**Appeal Number:** 19

**Type of Appeal:** Full

**Sport:** Netball

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

**Regulation(s):** [NET 2](#), [REG 14.1.1](#)

**Decision:** Appeal Rejected – Result (Walkover) to Stand

**Justification of decision:**

The Panel noted that its only jurisdiction was to consider whether the Initial Appeals Panel had made a clear substantial misinterpretation of [REG 14.1.1](#).

The Panel concluded that BUCS did not misapply the regulation and accordingly the walkover claimed by the away team will stand.

The Panel said had the regulations been correctly understood by the home team and had communications been clearer between the institutions, the Initial Appeals Panel decision, or if not, its own decision might have been different.

**Appeal Number:** 20

**Type of Appeal:** Initial

**Sport:** Men's Hockey

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

**Regulation(s):** [REG 14.2](#), [HOC 7](#)

**Decision:** Appeal Accepted – Match to be Rearranged

**Justification of decision:**

The home team have claimed a walkover for this fixture arguing that "the home team emailed to say they were claiming a walkover but did not state under which regulation the walkover was being claimed (as per REG 13.7.1)".

The away team stated that "the away team Men's Hockey 1s had 11 positive cases of Covid within their squad taking them below the minimum required threshold ([HOC 7](#))". The IA for the away team informed the home team the morning of to inform them that only 5 players were available and notify them that under Reg 14.1.1, the fixture was to be postponed. However, the home team instead is claiming a walkover.

The away team is "not looking to reverse the result or claim a walkover...but just to follow process to rearrange the fixture to a later date".

In the home team's response, the away team informed them the fixture would not go ahead "despite the evening before indicating it would". They do not believe the email sent gave them "adequate notice". The home team also stated that players could have been pulled up to play in this fixture from their 2nd team - "as the 2nd team were playing a non-BUCS fixture, and BUCS should be the priority for University clubs on a Wednesday.

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that that the walkover claimed by the home team will not stand and the match should be rearranged under [Reg 14.2](#).

REG 14.1.1 states: "Positive COVID-19 tests or required isolation being the primary reason leading to a team not being able to field the minimum number of individuals required". It is acknowledged that the away team took the decision not to fulfil the fixture because of concerns around COVID 19, and as the number of available players fell below the minimum required of 7 (as per HOC 7) as a direct result of positive tests or required isolation, the requirement for mandatory postponement under REG 14.1.1 was met.

As the number of players available to play the fixture fell below the minimum required, the away team were not required to pull up players from their 2nd Team to fulfil this fixture.

Both Institutions should take this as notification that the match was officially postponed and now needs to be rearranged. The fixture needs to be played by the league deadline.

As there was therefore no formal decision of the BUCS Appeals Panel required, neither institution will be charged a lodging fee.

**Appeal Number:** 21

**Type of Appeal:** Initial

**Sport:** Netball

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

**Regulation(s):** [NET 5.2](#), [REG 12.1.1](#), [REG 12.3](#), [REG 12.3.1](#)

**Decision:** Appeal Rejected – Result to Stand

**Justification of decision:**

The away team claim they “played under protest yesterday against the home team due to the court not being adequate - faded lines and semi-circles. This meant that umpires couldn’t make calls when players went offside. Breaking [regulation 5.2.1](#)”

In the home team’s Response, they argued that the Playing Under Protect form was given to the team to sign “after the game has ended at 16:26pm with a 15:00pm start time” and “Under BUCS [regulation 12.1.1...](#) the away team have therefore accepted the conditions of play and played the match in its entirety meaning that as per the regulation they therefore cannot play under protest and contest the result of the match”.

Having reviewed the Playing Under Protect Form submitted by the away team, the time recorded shows it was signed by the home team after the fixture. Under REG 12.1.1 if a team continues a fixture with knowledge of conditions that amount to a breach of regulations but fails to complete a Playing Under Protest form, they are deemed to have accepted the conditions of play. Under REG 12.2 the away team also had the option to complete the Playing Under Protest during the fixture.

According to REG 12.3.1, a Playing Under Protest Form that does not meet the requirements of REG 12.3 will be rejected by BUCS as being incomplete and therefore insufficient to support any subsequent match appeal.

Having reviewed the submissions and the relevant regulations, the decision of the Panel is that that the Playing Under Protest Form did not meet the requirement of REG 12.3, and therefore insufficient to support this match appeal.

The Appeal is Rejected, and the result will stand with the away team paying the £50 Lodging Fee.

**Appeal Number:** 22

**Type of Appeal:** Initial

**Sport:** Men’s Squash

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

**Regulation(s):** [SQU 7.6.7](#), [SQU 7.6.6](#), [REG 15.4](#)

**Decision:** Appeal Rejected – Result to Stand

**Justification of decision:**

The home team have raised an Appeal for this fixture citing [SQU 7.6.7](#), [SQU 7.6.6](#) claiming that “It is believed that players did not play in ranked order as per regulation noted” and “It is alleged that the squad has attempted to manipulate rankings in contravention of this regulation as the opposition has also used a different order in previous week which has seemingly gone unnoticed”

The away team responded to the appeal by arguing that they do not “believe that [REG 15.4](#) [Appeals relating to playing order/ranking] has been followed by the home team on this occasion...the home team submitted a Match Appeal directly to BUCS Discipline at 11:21, and subsequently notified the away team at 11:25.....the home team v the away team fixture began at 14:00 with both Captains agreeing Team Sheets prior to the fixture beginning.

The home team retrospectively completed a Playing Under Protest form at 17:00 subsequently the away team signed at 17:30 (upon conclusion of the fixture).

The away team proposes to play the fixture again and would have suggested this as the primary position had notification been provided directly, with both teams having fixture dates available prior to the deadline”.

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the home team did not follow Regulation 15.4 correctly.

An institution may not appeal having discovered retrospectively that an opposition played out of order when lists are available online in advance of a fixture. The matter should first have been directed to the away team to afford them the opportunity to resolve the issue without formal appeal.

Therefore, the result is to stand with the home team paying the £50 lodging fee.

The panel notes that the away team have proposed to replay this fixture. While this did not change the outcome of the Appeal, should the two teams agree they are able to replay this fixture. However, as an official appeal has been heard, the home team will still be liable for the £50 lodging fee if the game is replayed.

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**Appeal Number:** 23

**Type of Appeal:** Initial

**Sport:** Men’s Rugby Union

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

**Regulation(s):** [REG 11.1.3](#), [REG 12](#), [RUU 5.5.2](#)

**Decision:** Appeal Accepted – Walkover to Away Team

**Justification of decision:**

The away team have raised an Appeal for this fixture citing [REG 11.1.3](#), [RUU 5.5.2](#) claiming that “4 players from the home team 1st team played in this fixture having played more than 50% of their 1’s league fixtures. The 2nd team wasn’t selected as if the 1st team was also playing on the day” and “the home team played 23 players instead of the regulation 22 players”.

The home team responded saying that “The Rugby Men’s team has decided not to challenge the appeal. We’ll be looking into the matter further internally”.

Having reviewed the submission, the relevant regulations and checking Team Sheets on BUCSPlay, the decision of the Panel is that the home team did field players in the 2nd team, who had played more than 50% league fixtures with the 1<sup>st</sup> team.

The result will be changed to a Walkover to the away team and the home team will pay the £50 lodging fee.

The Panel note that in their submission the away team say that the home team fielded 23 players, instead of the 22. In this case, the away team, under [Reg 12](#), were required to Play Under Process if this was to be appealed.

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**Appeal Number:** 24

**Type of Appeal:** Initial

**Sport:** Men’s Basketball

**League (Tier only)/Knockout (Level only):** South Easter Tier 2

**Regulation(s):** [REG 9.9](#), [REG 13.7](#), [REG 10.2](#), [REG 10.6](#), [REG 10.6.1](#)

**Decision:** Match Postponed – To Be Rescheduled

**Justification of decision:**

The away team have claimed a Walkover for this fixture: “ In line with REG 13.7.1, I’m claiming a walkover due to your team not being present for the fixture ([REG 9.9](#)). Despite reasonable attempts made to get the fixture played (REG 13.7), including the away team college offering to host and sourcing officials ([REG 10.6.1](#)), after obtaining match officials was cited as an issue ([REG 10.2 & 10.6](#))”.

The home team have raised an Appeal for this fixture citing [REG 9.9](#) claiming that "the home team did not turn up to a fixture. The fixture was postponed, and the two institutions were working together for alternative dates. On BUCS Play the fixture was still a home team home fixture with no reversal agreed. The home team were waiting for the away team IA to attain alternative dates from their Basketball team. This was not agreed, and the fixture cannot be claimed by the away team for a no show as BUCS Play still states the fixture is being played at the home team".

They also claim under [REG 13.7](#) that "the home team did make reasonable attempts to get the fixture played and communicated with the away team IA. The home team let the away team know of potential venue issues and that they were looking for options to play the fixture. Referees/Officials were sourced from different appointment officers. The home team did have officials in place for the fixture before the alleged rearrangement".

In their response, the away team claim "the home team were responsible for providing the home venue (9.3.1) but were unable to. The away team provided a reasonable solution of hosting the fixture, in order to avoid moving the fixture date. As the home team were aware of potential venue issues on 23/02/22, I dispute that this counts as a postponed fixture under REG 14.1.1 'unforeseen facility issues'.

The home team were aware of the issues a week in advance of the fixture, and the away team offer to host was rejected without due consideration. One of the home team's reasons for not wanting to play at the away team home venue was 'losing the home advantage', which does not appear in the BUCS Regulations.

The home team's other reason, unable to provide officials (10.2 & 10.6 OR 10.6.3), could have been rectified by the away team offering to host and source officials (10.6.1). If this is not viewed as a postponed fixture (14.1.1), then the away team were not obliged to accept a change to the fixture and were within rights to ask that the fixture be played on the same day.

If this fixture is counted as postponed (14.1.1), and my initial walkover claim is not upheld, then I believe that REG 14.3.5 comes into play here. Attached is the teams fixture calendar, which is heavily saturated and any more fixtures would risk injury" the away team submitted "evidence of the home team players having no knowledge of the fixture (Player no knowledge 1-3) and wanting to avoid the fixture (avoiding fixture 1-5). This suggests that the home team players had no intention of playing".

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the fixture be rearranged.

The home team was aware of 'Industrial Action' - 7 days before the fixture. This does not therefore come under REG 14.1.1 for 'Unforeseeable facility issues'. There is no confirmation from either Institution that a venue or date had been confirmed. The away team offered their venue but neither team travelled to attend a fixture.

Both Institutions should take this as notification that the match was officially postponed and now needs to be rearranged. The league deadline to have this fixture played by is 23rd March 2022.

Under REG 14.3 Rearrangement of postponed and abandoned league matches, the home team must now offer 2 dates in line with current league deadlines. Please refer to REG 14.3.1 for more information. As there was therefore no formal decision of the BUCS Appeals Panel required, neither institution will be charged a lodging fee.

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**Appeal Number:** 25

**Type of Appeal:** Initial

**Sport:** Women's Volleyball

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

**Regulation(s):** [REG 10](#), [REG 15.3](#)

**Decision:** Appeal Rejected – Result to Stand

**Justification of decision:**

The away team have raised an Appeal for this fixture citing REG 10, claiming that "Referees were NOT neutral as they should be following regulation 10 for the Northern Conference Cup Final. Both referee 1 & 2 were players from the home team as well as were the line judges. The home team were the team we played

in the semi-final of this cup who didn't respond well to the defeat and caused a number of issues at our facility as well as with facility staff & myself who was at the semi-final. These issues were raised with the home team Sports Office who were fully aware of the issues their players caused so there is no way they should have been refereeing our Final.

Our team felt this had a very negative impact on the game as the full home team Women's Volleyball squad were present either refereeing or doing the table, they were also warming up & cooling down with the home team girls.

The home team were late in arriving to the venue, the game was due to start at 13:00 and they didn't enter the sports hall until 13:20 to which the referees in question allowed them to still have a full warm up even after we questioned this several times. The game didn't officially start till 13:50 (50 minutes after the allocated start time).

We were also told by the home team that the referee coming was from the home team volleyball club which again wasn't true as it was all his players. A number of calls were made throughout the game that made us questions were these 'officials' even qualified to level 4 as per [REG 10](#) for the Northern Conference Cup Final.

One linesman actually stated to our staff 'there doing their best' something you wouldn't expect from a qualified referee. We spoke with a BUCS staff representative, and she told us to fill out the playing under protest form".

In their response, the home team said "The initial appeal states that the officials were not neutral as they were from the home team – a team that the away team had played in the Conference Cup Semi Final, however they are two entirely separate institutions/playing entities and as such the officials would fit the definition of neutrality as set out in the regulation above. Therefore, there was no breach of regulation regarding the neutrality of referees.

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the Appeal is Rejected.

Under REG 15.3, the away team was required to direct this matter to University of the home team Athletic Union to allow them the opportunity to resolve the issue without a Formal Appeal. The home team provided officials that were from a separate institution, and under REG 10.5 are considered neutral.

The Appeal is Rejected, and Result will stand with the away team paying the £50 Lodging Fee.

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**Appeal Number:** 26

**Type of Appeal:** Initial

**Sport:** Men's Water Polo

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

**Regulation(s):** [WAT 2.2.2](#), FINA WP 9.1, [REG 10.3](#)

**Decision:** Appeal Rejected – Result to Stand

**Justification of decision:**

The away team have raised an Appeal for this fixture citing Regulations [WAT 2.2.2](#), FINA WP 9.1, claiming that the "First three quarters were 10 minutes, and the final quarter was 8 minutes" and "There was no bell sounded to announce the last minute of the game". In addition, the away team said "There was a goal scored ... two minutes into the third quarter. We have video evidence of this goal time stamped at 17:28, and the third quarter started at 17:26. This isn't on the final score card... Should this goal have been allowed, the final score would have been 13-13, with one point being given for a draw our Men's team would have been top of the league and therefore eligible for the playoffs".

In their response, the home team said, "At no point did the officials question the duration of the quarters" and that "the playing under protest form submitted was completed after the fixture had been concluded". In relation to there being no bell sound to signify the last minute, the home team said "The team agree that a bell was not present for the fixture, however, this this was audibly announced...by the table official shouting "1-minute" to the match officials. This was the agreed protocol with the match officials prior to the commencement of the fixture. This was to avoid another whistle being used which could have caused confusion with the end of the game".



The home team added that with regards to the disallowed goal "The score card has been signed both officials as being accurate".

Having reviewed the submissions and the relevant regulations, the decision of the Panel is that the Appeal is Rejected.

The away team have not raised concerns that the officials were not suitably qualified for this fixture. Therefore, Under [Regulation 10.3](#) cannot appeal against a decision made by an official appropriate for the match. Therefore, the Panel accept the score card as being accurate and the protocol for the match officials to audible announce the last minute of game play.

The Panel accept that a Playing Under Protest form could not have been completed during the fixture, as the perceived regulation breach around the length of the last quarter would not have been apparent until after the fixture concluded. The Panel would like to point out that a Playing under Protest form does not/cannot be filled out after the fixture (it is not a Played under Protest form), but as this issue only came to light after the match it is not required to be submitted during the appeal. However, under Regulation WAT 2.2.2, the duration of match and intervals shall be 4 periods of 7 mins. The evidence submitted shows this was met.

The away team have only showed the start and end to each quarter, but the timings would indicate that a 7-minute quarter was met. The Appeal is Rejected, and the Result will stand with the away team paying the £50 Lodging Fee.

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**Appeal Number:** 27

**Type of Appeal:** Initial

**Sport:** Baseball

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

**Regulation(s):** [BSB 6.3](#), [Reg 13.4](#), [BSB 6.7](#)

**Decision:** Appeal 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.

The home team have raised an Appeal for this fixture citing Regulations BSB 6.3 and [REG 13.4](#) claiming that "The match began at 12:35pm, the game therefore could have continued until 3:35pm. The sixth inning began at 2:45pm, it was agreed between the teams that this would be the final inning and so the 'mercy' rule would not be applied.

The away team walked off the pitch at 3:25pm calling 'time' on the match when the score was 15-15. The home team had a player on 2nd base, a player on 1st base, and a batsman ready to continue the inning. The home team also had 2 outs, and so the away team could also have won the match had they continued. Nevertheless, the away team refused to finish the sixth inning, calling the match at 15-15, with ten minutes still to be played. Thus, they have forfeited the match, regulation 13.7, and 13.7.5.1 relating to voluntary walkovers should be applied".

They added "At the end of the innings it was agreed that the fixture results were 15-15, this agreement was made between the two teams and the umpire. However, the away team falsified the score when reporting it as 14-14".

In their response, the away team said "Both teams did in fact agree that the sixth inning would be the last. Once the seven runs were reached the umpire told both teams to play on as BUCS rules do state that the mercy rule is irrelevant in the last scheduled inning. For reference, [BSB 6.5](#) there will be a 7-run limit per inning - apart from the last scheduled inning." (BUCS Baseball Regulations).

The away team players did not call the time rule when an equal score was reached. The away team players believed that the home team had won the game as the away team scorebook read 15 - 14 to the home team. Therefore, the away team walked off the field as the away team players believed the game was over at that point. Each team then referred to their scorebook. The home team's book indicated a score of 14 - 14 and the away team's indicated a score of 15 - 14 to the home team. The home team did not state that they wished to play on. The VP of the home team and President of the away team agreed to call it a tie at

14 - 14. Therefore, the away team reported a score of 14 - 14. The umpire had little to no say in this issue. We believe no rules were broken in this fixture as both teams agreed on a tie of 14 -14 as the final result".

Both institutions agree that the away team walked off during the last innings with the home team still to finish batting.

The away team argue that "Thus they have forfeited the match, regulation 13.7, and 13.7.5.1 relating to voluntary walkovers should be applied". If this was the case, the home team should have discussed with the away team to keep playing and finish their innings, however they agreed to call the match a tie "At the end of the innings it was agreed that the fixture results were 15-15, this agreement was made between the two teams and the umpire". Therefore, the away team cannot claim a walkover for this fixture based on a forfeited match.

Both Institutions also agree that it was decided between the institutions that this was a tie at either 15-15 or 14-14. Neither institution has provided a scorecard/scoresheet to confirm the results. However, as they both agree it was a tie, the Panel have decided the result will remain as currently on BUCSplay.

The Panel will like it noted that Under Regulation BSB6.7, both teams should have been agreeing the score at every half inning. This would have avoided any confusion at the end of the match.

The Appeal is Rejected and the result currently on BUCSPlay (14-14) will stand.

As the Appeal Panel feel both institutions were at fault, and therefore, the lodging fee will be 50/50 split between the institutions, with the away team paying £25 and the home team paying £25.

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**Appeal Number:** 28

**Type of Appeal:** Initial

**Sport:** Golf

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

**Regulation(s):** [GOL 3.5.7](#)

**Decision:** Appeal 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.

The away team have raised an Appeal for this fixture citing Regulations [GOL 3.5.7](#), claiming that "the Golf Club has 3 separate venues on the same site, all courses differing in terrain. As the team were advised the venue was Course 2, they had no opportunity to walk the course at Course 1 and were therefore at a disadvantage for the singles rounds as they were playing 'blind'".

The away team added "The course location at Course 2 was reconfirmed in writing with the home team and it was not indicated to either the players or the institution that separate courses would be used for the fixture until the morning.

The foursomes/ morning play resulted in a lead for the away team, however this was overturned by the afternoon play on Course 1.

In their response, the home team said "the Golf Club was booked for this Trophy match, there are 3 courses at the club however BUCS Play doesn't allow you to stipulate different courses for different rounds, the location for the 'venue' used on BUCS Play is the first course being used to ensure there are no delays when teeing off with teams having to work out where they need to be at the right time as there is no option on BUCS Play to put different courses for different rounds within one fixture. The regulation states the same venue will be used for each format which has happened as both rounds were played at the Golf Club the team were not moved to a new venue.

There is no regulation stating the same course should be played for both rounds only that the same venue (Golf Club) is used. This is a common situation within golf of rounds being played on different courses within the same club. There was a break of around 60-90 minutes between the rounds and if the away team wished to view the course they would have had an opportunity to do this between the rounds if they wished".

The Panel have decided there was no regulation breached. Under REG 3.5.7, matches are to be played at the same venue. This does not stipulate that it must be the same course.

The Appeal is Rejected, and Result will stand with the away team paying the £50 Lodging Fee.

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**Appeal Number:** 29

**Type of Appeal:** Initial

**Sport:** Men's Football

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

**Regulation(s):** [REG 14.3.1](#), [REG 14.3.3](#)

**Decision:** Appeal 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.

The away team have raised an Appeal for this fixture citing Regulations 14.3.1 & 14.3.3, claiming that "the home team did not offer alternative dates within 48hrs" and "when the match was cancelled due to a flooded pitch, the home team did not arrange a replay date until after 3 months. The away team had enquired about this date twice before.

The home team did not submit a response to the Appeal.

Under [Regulation 14.3.1](#), the home team were required to offer the away team 2 dates within 48 hours. As this did not happen, the away team could have claimed a walkover by following regulation 13.7.1.

However, the fixture date was changed on BUCSplay by the home team to the new date, with the away team accepting this on the same day.

The away team then played the fixture on the agreed date. By accepting the rearrangement date on BUCSplay and then playing the fixture, the away team had accepted the terms for the rearranged match.

Therefore, there is no walkover to be claimed or conceded under regulation 14.3.1

The Appeal is Rejected, and the result will stand with the away team paying the £50 Lodging Fee.

The Panel would like it noted that documents completed by institutions should use appropriate language. The home team is asked to ensure their team captains are aware of the use of inappropriate language used on official documents.

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**Appeal Number:** 30

**Type of Appeal:** Initial

**Sport:** Men's Cricket

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

**Regulation(s):** [CRI 3](#), [REG 11.2](#), [REG 12.1](#), [REG 12.3](#), [REG 12.4](#), [REG 15.2](#)

**Decision:** Appeal Rejected – Result to Stand

**Justification of decision:**

The away team have raised an Appeal for this fixture citing CRI 3, claiming that "the home team did not/does not have all players from their squad registered on BUCS at the time of the competition". They also added that in relation to [REG 11.2](#) "Team sheet must be completed before match, yet was not, therefore incorrect at the time of playing". The away team further state that "Attached is a snippet from BUCS Play showing 9 players registered (was 7 at the time of the appeal) – however, 11 players were on their squad. Due to this, we are unsure whether all players from the oppositions side were actually allowed to compete in BUCS."

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In their response, the home team said regarding [CRI 3](#) that "The screenshot attached is showing 9 players which is within the reg". With relation to REG 11.2, they stated that "A hard copy of the full team sheet was provided to the opposition and umpires at the start of the match. We also informed BUCS that we were having issues before the match with players adding themselves and the team to the app (see attached)".

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the Appeal is Rejected.

In support of their appeal, the away team provided a copy of a Playing Under Protest Form, however as per [REG 12.3.1](#) this cannot support the appeal as under REG 12.3, it does not contain the signatures of both captains. As such, under REG 12.1.1 the away team are considered to have accepted the conditions and cannot appeal based on these grounds. If a paper/hard copy was correctly completed at the fixture, then this should have been scanned/photographed to be submitted with the appeal pro forma.

Additionally, with regards to CRI 3, what the away team have cited on the Appeal and PUP form in relation to this regulation are not breaches of this regulation. This regulation requires each team to have these numbers of players present to play and nominate here is as per the use in MCC Law 1 to the officials. [REG 11.2.2/REG 11.2.7.3](#) covers the need for them all to be on the team sheets. If the away team believed that there were only seven players, then under regulation CRI 3, the match should not have started until this was resolved, however the away team themselves state in the appeal that the home team had 11 players present. It is not clear from the submissions what player checks were conducted pre-fixture, but BUCS Play shows that the away team did not 'dispute' the team sheet (as required by REG 11.2.4.1/REG 11.2.5.1/REG 11.2.6) until 15:36 – after the match had started – and therefore have not followed the correct procedure.

The away team have also not submitted any evidence to support their claim that only seven players were on the team sheet before the match started, as the screenshot provided shows nine players which was the number on there at the time they 'disputed' the team sheet. They have not provided any evidence to demonstrate how many players were present if which they argue was different to the number on the team sheet. The away team are reminded that under REG 12.4 institutions are encouraged to gather as much evidence as possible to support any potential appeal.

This also links to the REG 11.2 process whereby they should have recorded information on those they had issues with, but as mentioned previously it is not clear what they did or didn't check on the day other than the list of players on BUCS Play. If they checked IDs for those named (as per REG 11.2.3/REG 11.2.4 or REG 11.2.7.4/REG 11.2.7.5) then they should have also done this for those they allege were not named and note any names and/or take photos to be checked post-match.

The away team said that they were "unsure whether all players...were allowed to compete in BUCS" due to them not all being listed on the BUCS Play team sheet. [REG 15.2](#) states that in cases of an appeal relating to individual eligibility, the matter "should first be directed to the opposition Athletic Union (or equivalent) to afford them the opportunity to resolve the issue without formal appeal. Appeals lodged without such attempts being made may be rejected (lodging fee payable)".

From the submissions, it does not appear that the away team made any contact with the home team to raise these concerns or try and resolve this matter before they put the appeal in and so it could be rejected on these grounds. There are also no named individuals, due to information not having been captured which could have enabled this to be followed up.

For not following the procedures of REG 11.2 correctly, under REG 11.2.8 the away team therefore cannot appeal in this regard.

The Appeal is rejected, and the result will stand with the away team charged the £50 Lodging Fee.

The Panel would also like to note that if the home team provided hard copy team sheets, as they suggest in their response, then the process of REG 11.2.7 could have been followed in placed of the use of BUCS Play at the fixture if either team were experiencing issues. Both institutions are advised to encourage all of their teams to carry with them at least two hard copies of the BUCS Team Sheet Pro Forma (Appendix 7) so that they are adequately prepared for any such scenario.

**Appeal Number:** 32

**Type of Appeal:** Initial

**Sport:** Men's Cricket

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

**Regulation(s):** [REG 9.9](#), [REG 14.1](#), [REG 14.3](#)

**Decision:** Appeal Rejected – Result (Walkover) To Stand

**Justification of decision:**

The home team have raised this appeal against the walkover claimed by the away team, stating that "Due to the weather (rain) the game was cancelled by the ground staff at the [REDACTED] Cricket Club" and that "the away team submitted the walkover via BUCSPlay...without correctly advising us via email of regulations we had contravened."

The home team added that the away team weren't happy as the team had travelled but that for context "we hosted the game for the away team as they couldn't get a ground as their 1st & 2nd were also at home".

The home team stated that "In terms of who made the decision, it was the groundsmen at the [REDACTED] Cricket Club, who then sent this to the cricket president who is also a member/player of the [REDACTED] Cricket Club. The cricket president then attempted to call us at the office however didn't get through until after the away team had travelled so the cricket president himself went and met the away team at the ground and explained the situation to the away team along with the grounds staff. The away team were unhappy with this and challenged the ground staff as well as taking numerous photos."

Finally, the home team stated that their team "would really like the opportunity to replay the fixture given it was the weather that let us down not the players themselves" and that "this happens week in week out you travel to and from games a lot further than 20 minutes up the road and the weather lets you down, that's the nature of the sport, you can't play it in rain. Claiming a walkover here would go totally against cricket etiquette as well as the spirit & values of the game."

In support of their appeal, the home team provided a copy of an email from the Chairperson at [REDACTED] Cricket Club regarding the decision to postpone the match. In this email sent on 8<sup>th</sup> at 11:40, the Chairperson states: "I can confirm that the decision made to postpone the cricket game was taken at 8:15am, with the cricket president taking advice from the IA and the groundsman. The pitch was uncovered overnight and with this in consideration alongside the forecast, the opinion was that the best outcome was to postpone the game."

The home team also provided a copy of an email thread about the fixture between their IA and the away team's IA which also included members of BUCS staff (Neal Kington and Nick Burley) at some stages.

In their response, the away team stated that "the home team were emailed on the 4<sup>th</sup> to say we would be claiming the walkover, we received a reply on the 5<sup>th</sup> to say they would contest it and we heard nothing until the 24<sup>th</sup>. The walkover is claimed under [Reg 9.9](#), no show."

The away team also added that they were "grateful to the home team offering to host however it is not uncommon to reverse fixtures" and so they were "not sure what impact this has on the appeal".

The away team stated that they were "not contesting the decision the game was cancelled due to weather" although added that "members of the [REDACTED] Cricket Club that were present and the away team were surprised the game was called off because of the forecast rather than the state of the pitch as the time", reiterating that the walkover claim was about a no show under REG 9.9 as their team "were left at the venue with no one from the home team at the ground and no communication with the away team AU".

The away team's IA highlighted that they had contacted the home team's IA at 8:10 "to check the fixture was on as our team were leaving on the morning of the game. 9 – 9.15 for the 10:30 start" adding that "I had in our confirmation, 28<sup>th</sup>, told the home team that our team would be leaving at 9am."

The away team added that they received a reply at 10:03 to say that "yes, the game was going ahead" and that at this point their team had "already arrived at the Ground". The away team further added that "no one was around to speak to the team, they waited around and the people at the ground were surprised there

was no one else there as the conditions were fine." Following this the away team stated that their captain contacted their IA to "ask why there was no one from the home team at the ground and had we heard from their AU", with their IA advising the team they had and "had been told the game was on".

The away team added that they then contact the home team again and their IA was "unaware the game had been cancelled and was going to find out the situation", with the away team commenting that "we did all the chasing as to what was happening", that "at no point were our team or the away team AU contacted by the home team to say the fixture had been cancelled until we initiated communication" and that after they had contacted the home team the captain was then "asked to go to the ground to meet our team and explain the situation".

The away team stated that they "received no email about the cancellation until the 25<sup>th</sup>" when they "asked the home team AU...for confirmation of the cancellation email from that morning" and then received the email which was sent to the home team by [REDACTED] Cricket Club.

The away team reiterated that it was the no show they were contesting "and the fact it has taken three weeks to ask for this game to be rearranged" adding that "if the team were keen to play this fixture" they were "surprised by the time lag".

In support of their response, the away team provided a copy of an email thread about the fixture between their IA and the home team's IA, as well as a copy of an email between the same two IAs in which the away team claimed the walkover on 26<sup>th</sup>, citing REG 9.9, [REG 14.1.4](#) and [REG 14.3.3](#).

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

REG 14.1.4 is clear that where a postponement is required the home institution must notify, in writing, the away institution and that in the case of a late postponement (within 48 hours, outside of weekends and bank holidays, of the fixture start time), confirmation that this notification has been received must be obtained by phone or in writing "to constitute adequate notification".

The away team had not had any correspondence from the home team regarding the match being postponed prior to the match start time of 10:30. This was despite the away team having contacted the home team at 08:10, prior to their departure, to ask if the match was still on. The only written correspondence that the away team received that morning was a reply from the home team at 10:03 confirming that that match was still on – which was nearly two hours after the home team later advised a decision to postpone the match was made.

The home team are therefore in breach of REG 14.1.4 and as a result, the match cannot be classed as formally cancelled/postponed prior to scheduled start time and the away team could reasonably still have been expecting it to take place. With only the away team present for the match, and the away team not having received written notification from the home team that their team would not be attending, with only their captain coming down later on, the home team are therefore also deemed to be in breach of REG 9.9 and thus the penalty of conceding a walkover for this fixture: "If a team does not show for a fixture on the date stated on BUCS Play without notifying their opposition in writing, they will concede a walkover".

The Appeal is therefore rejected, and the walkover will stand with the home team charged the £50 Lodging Fee.

The away team are however reminded that in future a walkover should not be put on BUCS Play until it has been correctly claimed under REG 13.7.1.

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**Appeal Number:** 33

**Type of Appeal:** Initial

**Sport:** Women's Cricket

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

**Regulation(s):** [REG 9.3.1](#), [REG 12.1.1](#), [REG 12.3](#), [REG 12.3.1](#), [REG 15.6](#)

**Decision:** Appeal Rejected – Result to Stand

**Justification of decision:**

The away team have raised an Appeal for this fixture citing [REG 9.3.1](#), claiming that “the home team did not provide adequate facilities for fixture to take place with any integrity. Field originally allocated was not covered and as such was unplayable, so fixture moved to Junior sized field with boundary 30-34 paces from wicket.”

The away team added: “This would break CRI 8.3.1 ‘good quality pitch’ regulation if this were a Men’s Premier fixture or lower tier Men’s playoff, however unable to find equal regulation for women’s premier.”

In support of their appeal, the away team provided a copy of a Playing Under Protest Form on which they had commented: “Pitch is of very poor quality and the boundary is 30-34 paces from wickets. Groundsman told us all the pitches were left uncovered yesterday and received a lot of rain, and therefore can’t play on the middle squares. Have therefore been moved to the furthest pitch, which looks to be less than a junior sized boundary. Definitely not suitable for adult cricket, let alone a Premier League game.”

In their response, the home team stated that REG 9.3.1 is “a general regulation for sports and there is no evidence provided that a regulation has been broken or that the conditions were not suitable for the match.” The home team added: “The conditions of the strip and wicket have not been questioned and the boundary yardage quoted is speculative, with the perception from the home team being that the length was greater than being stated. Sport specific regulation (CRI 8.1) states that for women’s premier league cricket that it must be played on grass or artificial pitches and must be communicated beforehand, which occurred.”

The home team further commented that there “is no regulation, either ECB...nor BUCS, that states that there needs to be a specified boundary size for women’s games”. They added that the boundary size “was the same for both teams for the duration of the game and no team would have been at an unfair advantage because of the conditions of play” and that the umpires “were in agreement that the ground was suitable to be played on.”

The home team acknowledged that “this was not the intended strip for play, due to the ground not covering the strip after the game on Sunday” but added that “it was deemed acceptable by the umpires”. The home team finally stated that the decision to play on the pitch in question “appears to have been made with no detrimental impact on either team and in the spirit of the game”.

Having reviewed all the submissions and the relevant regulations, the decision of the Panel is that the Appeal is Rejected.

In support of their appeal, the away team provided a copy of a Playing Under Protest Form, however as per [REG 12.3.1](#) this cannot support the appeal under REG 12.3 as it does not contain the signatures of both captains. It is a digitally completed form, with the initials of the captains typed on in place of their signatures. As such, under REG 12.1.1 the away team are considered to have accepted the conditions and cannot appeal based on these grounds. If a paper/hard copy was correctly completed at the fixture, then this should have been scanned/photographed to be submitted with the appeal pro forma. Even if the away team had provided a valid Playing Under Protest Form, they did not provide any evidence to substantiate their claims or to prove that REG 9.3.1, or any regulations, had been breached. As such, the appeal could be rejected under [REG 15.6](#).

Furthermore, as the home team highlighted, REG 9.3.1 is a general regulation and refers to conditions to be correct “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)).” In their appeal, the away team themselves acknowledged that whilst they were able to find a BUCS cricket regulation relating to pitch quality for some men’s competitions (CRI 8.3.1) they were “unable to find equal regulation for women’s premier.”

There is no BUCS cricket regulation relating to minimum or maximum boundary sizes, nor any MCC law. In the ECB’s Generic Playing Conditions there are recommended boundary sizes, but these are recommendations and not requirements so are not enforced for BUCS matches. However, even if there were requirements in place, the away team have provided no evidence of these not being met.

The Appeal is therefore rejected, and the result will stand with the away team charged the £50 Lodging Fee.