

# RUGBY AUSTRALIA

## REGISTRATION REGULATIONS 2020

This document provides the regulatory framework for the registration and insurance systems, both fundamental to good governance, participation and growth of Rugby in Australia.

### ***Registration and Rugby Explorer***

All Players are required to pay the applicable fees, which include the National Participant Insurance Levy (“**NPIL**”); the National Participant Registration Fee (“**NPRF**”); and the Member Union Participant Registration Fee<sup>1</sup> (“**MUPRF**”), based on a tiered national game and registration types.

Players must be registered and have paid the NPIL, NPRF and MUPRF in order to be covered under the Australian Rugby Insurance Plan. Please note that the NPIL is payable irrespective of whether or not a separate or additional insurance is already in place for the Player or team.

Rugby Australia’s national online player registration and competition management platform is a simple and easy tool for self-registration and, where applicable, to make a registration payment.

Players, Non-playing members and Match Officials that register will be able to complete the online registration and pay their NPIL, NPRF, and other Member Union, Association and Rugby Club registration fees in one simple transaction.

### ***Event Sanctioning***

Rugby Australia continues to strive to grow the different formats and configurations of Rugby events, tournaments, and matches. Event sanctioning and special event insurance can be obtained for Rugby events, tournaments and matches conducted outside of the approved regular Competitions, pre-season trials, inter association and/or representative matches/programs. This may include XV’s, 10s, 7s and other game variants. Event sanctioning guidelines, application forms and costs are available at [Insurance](#).

### ***Entity Teams***

Entity Teams are associations, incorporated entities, organisations or groups of persons (that wish to play and train but not necessarily form, or be part of, a Club, regular Competition or Sanctioned Event. Entity Teams may obtain insurance if they meet certain requirements related to safety, welfare and governance.

Sanctioning guidelines, application forms and fees for such teams are available at [Insurance](#). If an Entity Team wishes to take part in a Competition or create a Sanctioned Event, the registration and sanctioning processes also apply.

### ***Further Information***

For further information, please visit [Rugby Admin](#) and/or the [Codes & Policies](#).

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<sup>1</sup> The Member Union Participant Registration Fee (MUPRF) will vary between individual Member Unions.

## 1. DEFINITIONS

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For the purposes of these Regulations, the following definitions shall apply:

“Affiliated Union” means a body so named in, or admitted pursuant to, the Rugby Australia Constitution as being an affiliated union;

“Approved Refund” means the total amount of Participant fees or levies approved to be refunded by the Relevant Bodies in accordance with the refund process outlined under Regulation 11. Depending on each scenario, such amount may be part of the refund amount requested by the Player, or part of the Participant fees and levies paid by the Player;

“Association” means an organisation that administers a group of clubs for the purposes of governance and regulatory requirements with respect to competitions, events, tournaments and rugby programs;

“Clearance” means the approval required for a currently registered season player who wishes to register at another Club during the same season. Approval is also required when players are moving permanently from one club to another and/or registering for a combined team and/or participating in multiple competitions;

“Competition” means any match played as part of either (i) a structured competition or series including a trial match, a friendly match, or representative match involving a Rugby Body; or (ii) a Sanctioned Event;

“Duration” is the time that a Player or Participant is registered for. This can only include Season, Month or Week.

“Entity Team” means an association, incorporated entity, organisation, team or group of persons registered pursuant to the *Entity Team Sanctioning Guidelines* found at [Insurance](#) that wish to play and train but not necessarily form, or be part of, a Club, regular Competition or Sanctioned Event;

“Event Organisers” means organisations authorised to conduct Rugby Union programs, events, tournaments, and/or matches in Australia, pursuant to the *Rugby Australia Event Sanctioning Guidelines*, found at [Insurance](#);

“Insurer” means the insurance provider of the National Risk Management and Insurance Programme referred to at [Insurance](#);

“International Rugby Body” means a Rugby Union, Rugby Club, or other body based in a foreign nation and affiliated with the National Rugby Union of that nation;

“Laws of the Game” mean the laws and regulations of Rugby as published by World Rugby, including any variations authorised by World Rugby or Rugby Australia;

“Member Union” means an Australian State or Territory union in membership of Rugby Australia;

“Monthly Registration” means the duration of a registration type is one month from the date of registration.

“Participant” means a Player, match official, selector, coach, trainer, manager, team official, or an individual involved in the organisation, administration or promotion of Rugby including a director, officer or employee of a Rugby Body;

“Player” means a player of the game of Rugby;

“Registered” means a Player and/or non-playing Participant who has completed effective registration, and paid all applicable fees and levies, in accordance with Regulation 4;

“Registration Period” means the time-period that a Participant is registered for in order to participate in a Competition or Entity Team. This will ordinarily be a calendar year, subject to the game or registration type, location and seasonal nature of the Competition(s) that the Participant wishes to participate in;

“Registration Type” means the registration option(s) available to a Player, Non-playing member or Match Official;

“Regulation(s)” means the Rugby Australia Registration Regulations, as amended from time to time;

“Rugby” means rugby union football;

“Rugby Australia” means Rugby Australia Ltd;

“Rugby Body” means Rugby Australia, any Member Union or Affiliated Union of Rugby Australia, or any Rugby Union, Club or other body in membership with or affiliated with Rugby Australia, a Member Union or an Affiliated Union;

“Rugby Club” or “Club” means any club affiliated with a Member Union or an affiliated Rugby Body;

“Rugby Xplorer” means Rugby Australia’s online registration and competition management system; and

“Sanctioned Events” means events, tournaments, and/or matches conducted by an authorised Event Organiser that have received formal approval.

“Season Registration” means the duration of a registration type is for a full season.

“Weekly Registration” means the duration of a registration type is one week from the date of registration.

## **2. APPLICATION OF REGULATIONS**

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**2.1.** These Regulations set out the minimum standards and procedures that apply to the registration of Participants for approved or authorised:

2.1.1. Competitions conducted under the jurisdiction of Rugby Australia and its Member Unions; and

2.1.2. Entity Teams

from 17 Nov 2020.

**2.2.** All Member Unions, Rugby Bodies, Rugby Clubs, Participants, Registered Players, authorised Event Organisers and Entity Teams are bound by these Regulations.

**2.3.** These Regulations may be amended by Rugby Australia from time to time.

### **3. ELIGIBILITY TO PLAY IN A RUGBY AUSTRALIA SANCTIONED COMPETITION OR TEAM**

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- 3.1.** Only a Registered Player shall be permitted to participate for a Rugby Club, Rugby Body or Entity Team.
- 3.2.** No Rugby Club, Rugby Body or Entity Team may participate in a Competition unless all players (including substitutes) fielded by that Club/Rugby Body/Entity Team are Registered Players.
- 3.3.** Where a Rugby Club, Rugby Body, Entity Team or Event Organiser allows the participation of a non-Registered Player (or have not taken, in Rugby Australia's view, all reasonable steps to satisfy itself that the Player has effective registration before the Player plays in a Competition), it will be subject to the penalties outlined in Regulation 10.

### **4. EFFECTIVE REGISTRATION**

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- 4.1.** A Player in a Competition will be deemed to have completed effective registration where the Player:
  - 4.1.1.** has registered online through Rugby Xplorer to join a Rugby Club, Rugby Body or Entity Team for the Registration Period; and
  - 4.1.2.** has paid all applicable fees and levies relating to his/her registration, including the NPIL, NPRF, applicable MUPRF, and any Competition and/or Club fee required in accordance with the national registration categories.
- 4.2.** A Player due to participate in a Sanctioned Event will be deemed to have completed effective registration when the organiser or registrar of the Sanctioned Event has complied with the registration requirements set out in the *Event Sanctioning Guidelines* found at [Insurance](#).
- 4.3.** A Player in an Entity Team will be deemed to have completed effective registration when the organiser or registrar of the Entity Team has complied with the registration requirements set out in the *Entity Team Sanctioning Guidelines* found at [Insurance](#).
- 4.4.** A Non-playing and/or Match Official will be deemed to have completed effective registration when that non-playing Participant is registered in Rugby Xplorer and their membership/registration status is shown as 'registered'.

### **5. NATIONAL PARTICIPATION REGISTRATION TYPES**

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#### ***Registration Types***

- 5.1.** A Player is required to register under a national registration type for the Competition in which they will participate. For example, a Player playing in an U8 XVs Competition, even if they are less than 8 years of age, will need to register under the XVs Junior Player Registration type. A player playing in a XVs senior Competition, even if they are less than 18 years of age (subject to dispensation requirements), will need to register under the XVs Senior Player Registration type.
- 5.2.** For XVs Rugby (including the Junior Player Pathway) the following registration types apply:

- 5.2.1. **XVs Junior, XVs Junior Boys and XVs Junior Girls** – A Player playing in a junior Competition between 5 and 18 age-grades;
- 5.2.2. **XVs Senior, XVs Mens and XVs Womens** – A Player playing in a senior Competition aged 18 years and over, including colts, U19, U20 and open age Competitions;
- 5.2.3. **Veterans** – A Player playing in a veteran Competition aged 35 years and over playing under Rugby Australia Vets laws.
- 5.3. National player registration types exist for the game variants of 7s, 10s and Touch 7s.
  - 5.3.1. **7s Junior, 7s Junior Boys and 7s Junior Girls** – A Player playing in a junior 7s Competition between 5 and 18 age-grades;
  - 5.3.2. **7s, 7s Mens and 7s Womens** – A Player playing in a senior 7s Competition aged 18 years and over, including colts, U19, U20 and open age Competitions;
  - 5.3.3. **10s Junior, 10s Junior Boys and 10s Junior Girls** – A Player playing in a junior 10s Competition between 5 and 18 age-grades;
  - 5.3.4. **10s, 10s Mens and 10s Womens** – A Player playing in a senior 10s Competition aged 18 years and over, including colts, U19, U20 and open age Competitions; and
  - 5.3.5. **Touch 7s** - A Player participating in Touch 7s Summer and/or Touch 7s Winter matches
- 5.4. **Training Only Player Registration** – A player wishing to train only, including prior to registering to play. If a player wishes to play in a match, they must register to one of the above registration types.
- 5.5. **Championship** registration type – A player playing in a junior or senior championship for any game variant, including age grade and opens.
- 5.6. Additional registration types are available for other rugby programs that do not require players to participate in matches and be added to a team list.
  - 5.6.1. **Get into Rugby and Get into Rugby + voucher** – A Player participating in a learn to play rugby program from 4 years and older; and
  - 5.6.2. **Modified Rugby Program** – A Player participating in a modified non-contact rugby program from 4 years and older;
- 5.7. Information on Event Sanctioning and Entity Team guidelines are available at [Insurance](#).

## 6. FEES AND LEVIES

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### **General Provisions**

- 6.1. The fees and levies associated with participation as a Player include:
- 6.1.1. Insurance Levy: The National Participation Insurance levy (NPIL);
  - 6.1.2. State Fee: The National Participant Registration Fee (NPRF) plus The Member Union Participant Registration Fee (MUPRF);
  - 6.1.3. Association Fee (where applicable); and
  - 6.1.4. Club Fee
- 6.2. All registration fees:
- 6.2.1. are each payable on a per player basis;
  - 6.2.2. differ for each registration types and age of player. Rates can be found at [Registration](#).
  - 6.2.3. differ for other events and Entity Teams depending on the nature and type of the event or Entity Team; and
  - 6.2.4. are to be paid online when registering for the Club, Rugby Body, Entity Team or Event Organiser.
- 6.3. A transaction fee of 2% will apply to online payments via the Rugby Xplorer payment gateway, with such fee subject to annual adjustment if required.

### **Invoicing and Collection**

- 6.4. The Insurance levy is collected through the online registration payment system.
- 6.5. Where Rugby Australia or a Member Union has sanctioned an event or Entity Team, the Insurance Levy and other relevant fees will be collected through the online registration payment system.
- 6.6. A Member Union may approve a sanctioned event to use an alternate competition management and payment system. In the event an alternate payment system is utilised, the relevant Rugby Club, Rugby Body, Entity Team or Event Organiser will be invoiced directly from the Insurer or Insurance Broker. Payment for the Insurance Levy and any other relevant fees must be made in full before an event commences. Rugby Clubs, Rugby Bodies, Entity Teams and Event Organisers that fail to meet the payment deadlines in accordance with this Regulation 6 will be subject to the penalties outlined in Regulation 10.

### **Secondary Registrations and Fee Discounts**

- 6.7. Competition Participants can benefit from fee discounts associated with their NPIL, NPRF and association fees when registering a second time for a season duration within the same registration period (Oct 1 – Dec 10). Player fees and levies in connection with secondary registration for Competitions within the same Registration Period are calculated based on the nature of the secondary registration i.e. type, club, association, State/Territory and format of Competition. For further information visit [Registration](#). For example, a Player that is registered for a city Club within a particular State and returns home to the country (within the same State) during university holidays and plays for their local club would not be charged for Insurance (NPIL) or State fees (NPRF

& MUPRF) again. Similarly, a Player who plays XVs for a particular Club and then plays in a 7s or Touch 7s Competition will not be liable for NPIL or NPRF. (Monthly and Weekly duration registrations, either as the first (primary registration) or second (secondary) will not facilitate secondary conversion discounts).

- 6.8. Discounts for Sanctioned Events are not available, irrespective of whether the Player may be also registered for a Competition/s. All registrations are treated as 'Primary' for such events.
- 6.9. Additional fees will be payable if an Entity Team wishes to join a Competition (including a Sanctioned Event).
- 6.10. For a **Training Only** registration, discounting is available for secondary registrations to other registration types of a season duration.

## 7. INSURANCE

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- 7.1. Rugby Australia has arranged the National Risk Management and Insurance Programme (the "Programme") on behalf of all Rugby Bodies, Rugby Clubs, Participants and Registered Players on the following basis:
  - 7.1.1. A Rugby Body affiliated with Rugby Australia and/or a Member Union will be covered under the Programme annually, subject to payment in full of fees/levies and subject to Regulation 7.1.3;
  - 7.1.2. A Player must have effective registration (see Regulation 4) in order to obtain coverage under the Programme;
  - 7.1.3. A Non-playing member (Team Officials, Committee members or Volunteers acting in an official capacity on behalf of their Clubs and/or Rugby Bodies) must be registered in Rugby Xplorer to obtain coverage under the Programme, however no additional cost will apply;
  - 7.1.4. A Match Official must be registered in Rugby Xplorer to obtain coverage under the Programme, however no additional cost will apply;
  - 7.1.5. An Entity Team must be duly authorised and have paid in full fees/levies in order to obtain coverage under the Programme; and
  - 7.1.6. Coverage under the Programme will only apply to Sanctioned Events.
- 7.2. Save for Players participating in school-based Rugby competitions, the Insurance Levy is payable for all Players, irrespective of whether a Player or Rugby Body has separate insurance(s) with the same or similar coverage (for example private health insurance).
- 7.3. Insurance can be obtained for: (i) Rugby events, tournaments, and matches conducted outside regular approved Competitions and/or representative matches/programs; and (ii) Entity Teams.
- 7.4. The Event Organiser is required to put in place 'Special Event Insurance' for all participating teams prior to participation in a Sanctioned Event. A player participant levy will be charged and must be paid before the Event commences.

## **8. SANCTIONED EVENTS AND ENTITY TEAMS**

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### **8.1. Approval**

- 8.1.1. It is paramount that all rugby training, events, tournaments and matches played in Australia are conducted in a safe and professional manner and comply with the respective World Rugby Laws & Regulations, Rugby Australia Law Variations, Registration Regulations and By-Laws, guidelines, policies and procedures.
- 8.1.2. To conduct a Rugby event or create and/or operate an Entity Team, appropriate approval must be obtained. Event Sanctioning and Entity Team guidelines are available at [Insurance](#).
- 8.1.3. Where an Entity Team wishes to organise a Sanctioned Event, or participate in a Competition, then approval and registration processes apply in addition to the Entity Team approval and registration process.

## **9. PLAYER CLEARANCES**

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### **9.1. Domestic Player Clearances**

- 9.1.1. Season Registration Players (not including a Training Only registration type) that wish to move Club (permanently or temporarily), whether to a Club within their Competition, to a Club in a new Competition within the same State/Territory, or to a Club in new Competition in a different State/Territory, must initiate a clearance request via their Rugby Xplorer registration. Player clearances shall be subject to appropriate approval processes within Rugby Xplorer.
- 9.1.2. A Registered Player shall ordinarily not be required to pay an additional Insurance Levy or State Fee within a current season if they move to a Club within the same State/Territory and registers to the same registration type. If the player registers under a different registration type an additional insurance levy may be required, but no additional State Fee will be applicable. Without limiting the foregoing, where a Player moves to a different State/Territory, an additional State Fee will be payable. Club and Association registration fees may be applicable as determined by the new Club and Association.
- 9.1.3. A Player that moves from a Rugby Club to an Entity Team must also initiate a clearance request. Fees and levies apply in accordance with these Regulations.

### **9.2. International Player Clearances**

International player clearances will be subject to the World Rugby International Player Clearance approval process. A player that wishes to transfer either 'to' or 'from' an International Rugby Body must initiate this clearance through their Rugby Club by completing the *International Clearance Form*. Additional information can be found [here](#).



## **10. SANTIONS FOR NON-COMPLIANCE**

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- 10.1.** A Player, Non-playing member or Match Official that has not completed effective registration will have no insurance cover provided under The National Risk Management and Insurance Programme.
- 10.2.** An Event Organiser and/or Entity Team that has not paid all outstanding Insurance Levies and any other relevant fees will not be eligible for participation in a Sanctioned Event or operation as an Entity Team and shall be suspended from participating until such time as all outstanding payments have been made. A Rugby Club, Rugby Body or Entity Team may, in addition, be subject to suspension and/or termination of membership or other such penalties as deemed appropriate by the relevant Affiliate Union, Member Union, Event Organiser and/or Rugby Australia.
- 10.3.** A Rugby Body that permits a Rugby Club, Entity Team or other Rugby Body with outstanding Insurance Levies or State Fees to continue participating in any Competition may be subject to suspension of membership to the relevant Member Union and/or Rugby Australia, and such other penalties as the relevant Member Union and/or Rugby Australia deem appropriate.

## **11. REFUND OF PARTICIPANT FEES & LEVIES**

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### **11.1 Liability for Refunds**

Notwithstanding the process and other conditions relating to refunds set out in these Regulations, the liability and discretion for providing a refund of Participant fees and levies lies with each Rugby Body relevant to each Player and the particular fee or levy. For example, Rugby Australia is responsible for refunds regarding the Insurance Levy (NPIL), the relevant Member Union is responsible for refunds regarding the State Fee (NPRF and MUPRF), the relevant Association is responsible for refunds regarding the Association fee and the relevant Club is responsible for refunds regarding the Club Fee.

### **11.2 Eligibility for Refund**

Subject always to Federal/State consumer protection laws, and without limiting Regulation 11.1 above, Participant fees and levies (or parts thereof) shall only be refundable where:

- A Player has Registered for a season;<sup>2</sup> and
- The relevant Rugby Body (as applicable), in the exercise of its discretion, determines that exceptional circumstances exist to warrant a refund.<sup>3</sup>

An application for a refund must be made and processed in accordance with Regulation 11.3 below. The following exclusions and conditions apply:

11.2.1. Refunds shall not apply to a Registered Player moving between Clubs, Rugby

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<sup>2</sup> Please note that Players who have a weekly registration or monthly registration and/or training only and/or registered for an Entity Team are not eligible for a refund.

<sup>3</sup> Please note that the fact that a Player has not trained or played a match in a season will not in itself provide grounds for exceptional circumstances. In any event, the Insurance levy is generally not refundable irrespective of the fact that a Player may not have trained or played a match in a season. This is because insurance coverage has been provided.

Bodies or Entity Teams and/or Member Unions in the same calendar year;

- 11.2.2. Transaction fees associated with Rugby Xplorer registration online Payment Gateway are non-refundable;
- 11.2.3. Refunds may incur an appropriate administrative fee as determined by the relevant Rugby Bodies.

### 11.3 Procedure for Refund

- 11.3.1. A Registered Player seeking a refund of Participant fees or levies must lodge a “**Refund Request**” by logging in to their [Rugby Xplorer account](#) and accessing, completing and submitting the online form located next to their registration history.
- 11.3.2. After the Refund Form is completed and submitted, each of the Rugby Bodies that were paid the Participant fees or levies subject of the Refund Request will receive a notification generated by Rugby Xplorer setting out the details of the Refund Request. Each Relevant Body must promptly review each Refund Request it receives and, complying with the process directed to it by the Rugby Xplorer notification, either approve (whether in full or in part) or reject each Refund Request to the extent pertaining to it.
- 11.3.3. As each Relevant Body processes a Refund Request, each Relevant Body will pay, and Rugby Xplorer will collect and hold, the relevant refund amount approved (if any).
- 11.3.4. If the relevant Rugby Body elected for a “Card Refund” when reviewing the Refund Request, the Approved Refund amount (if any) will be paid to the credit card used to pay for the relevant Participant fees or levies being refunded. Such payment will be processed within 3-5 business days once all four Rugby Bodies have reviewed the Refund Request. The card refund will be subject to transaction fees.
- 11.3.5. If the relevant Rugby Body elected for a “Rugby Xplorer Credit” when reviewing the Refund Request, the Approved Refund amount (if any) will be credited to the Rugby Xplorer account of the Player. Such credit will be processed once all four Rugby Bodies have reviewed the refund request. If a Rugby Xplorer Credit is provided, the Player will not be eligible for a refund and the Relevant Bodies will not be liable to provide one. A credit from each Rugby Body may only be applied for subsequent use by the Player in the following circumstances:
  - Insurance Levy: Player must register on Rugby Xplorer to play within Australia<sup>4</sup>.
  - State Fee: Player must register on Rugby Xplorer to play within the same State or Territory from which they received the credit.
  - Association Fee: Player must register on Rugby Xplorer to play within the same Association from which they received the credit.
  - Club Fee: Player must register on Rugby Xplorer to play for the same club that

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<sup>4</sup> Please note that Players who have a weekly registration or monthly registration and/or training only and/or registered for an Entity Team are not eligible for a refund.

provided the credit.

- 11.3.6. On provision of a Card Refund or Rugby Xplorer Credit, the registration status of the Player may change and could result in the Player being de-registered in Rugby Xplorer (therefore removing all registration benefits and liabilities). If a Player remains registered, they will continue to receive any applicable registration benefits and be responsible for any liabilities.
- 11.3.7. The Association, Club, Rugby Body, Entity Team, Event Organiser and Competitions will refund their portion of participant registration fees, in accordance with their respective refund policies.

## **12. REFUSAL, SUSPENSION OR CANCELLATION OF REGISTRATION**

12.1 Rugby Australia or an Affiliate or Member Union of Rugby Australia reserves the right to refuse, suspend or cancel registration at any time, including, but not limited to:

- (i) Where false, misleading or inaccurate information has been provided as part of the registration process by that Player or Participant or any other person acting on his/her behalf;
- (ii) Where the person is currently suspended (provisionally or otherwise) from participation in Rugby or any other WADA compliant sporting code or is under investigation by a Rugby Body or other WADA compliant sporting code for any act(s) of on or off-field misconduct;
- (iii) Where the person, seeking registration or having obtained registration, is under investigation by any State/Territory police service or other statutory authority or is the subject of on-going criminal proceedings for any offence(s) that Rugby Australia deems is of such a nature and seriousness as to present a risk by that person to any other Player or Participant or to the reputation of any Rugby Body, Rugby AU or the Game at large;
- (iv) Where the person is alleged to have acted (prior to seeking or obtaining registration) in a way that would be contrary to any of Rugby AU's Regulations, Polices or Codes;
- (v) Where the person, seeking registration or having obtained registration, is alleged to have outstanding debts or liabilities to a Club or Rugby Body and it is considered necessary in all the circumstances of the matter to refuse, suspend or cancel registration; or
- (vi) Where an international clearance that is required has not been obtained.

12.2 Where registration is cancelled because of the provision of inaccurate, false or misleading information having been provided as part of the registration process, it will be deemed to be void and invalid from the date of initial registration.

12.3 Registration will be deemed cancelled on the day following the expiry of any work permit visa or other permit or consent required by law to live and/or work in Australia.

12.4 Where registration is cancelled because of the failure to obtain international clearance, registration will be deemed to be void and invalid from the date of initial registration and if the relevant Player has played a match for the Club, the Club will be liable for fielding an unregistered player.