



Scottish Rugby
Player Contracts and Payments
Policy and Regulation

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Foreword

Note : The Foreword will be updated in due course as part of the finalisation of the Regulation.

The benefits of participation in sport are widely recognised, not just in terms of health but in building confidence, teamwork and friendships. Scottish Rugby's Values of **Leadership, Engagement, Achievement, Enjoyment** and **Respect** apply across all areas of our sport, from mini rugby through to our international teams.

Integral to our ability to achieve these objectives is maintaining the long-term financial health and sustainability of our member clubs. The Scottish Rugby Council's *Standing Committee on Governance* to bring forward proposals to regulate the payment of players within our club game. The Standing Committee consulted widely on this matter, and received a clear message that financial sustainability and fair competition must be at the heart of Scottish club game. This was reflected in the Report of the Standing Committee published during January 2019.

The player payment proposals arising from the Report of the Standing Committee have now been endorsed by Scottish Rugby and are reflected in the attached Policy and Regulation. To support this Policy and Regulation, Scottish Rugby will also provide advice and guidance to those players, clubs and volunteers who are the heartbeat of our game. We will also continue to monitor best practice in this area and will, where necessary and appropriate, update our Policy and Regulation as required.

Mark Dodson

Chief Executive
Scottish Rugby
[] 2021

Contents

4	Policy Statement
5	Scottish Rugby Core Values
6	Roles and Responsibilities
7	Definitions
8	Scottish Domestic Regulation 4.1 : Player Contracts and Payments
13	Player Payment – Guidance Notes
19	Contact Us
19	Raising a Concern
19	Amendment of the Regulation

Draft

Policy Statement

Scottish Rugby considers that it is important to ensure fair competition and to protect the long-term sustainability of club rugby in Scotland.

In view of this, there shall be a general prohibition on Scottish rugby clubs and teams from paying or providing benefits or other inducements to players to either train for or to participate in the game.

This general prohibition shall not apply to:

- those professional rugby clubs directly owned or authorised by Scottish Rugby (presently Edinburgh Rugby and Glasgow Warriors) or in respect of any player employed or engaged directly in that capacity by Scottish Rugby;
- those licensee teams participating in the Super 6, but only in relation to those players contracted by and participating for the teams in the Super 6 competition; and
- those teams participating in the Scottish Premiership, but only in relation to those players playing for (or training to play for) that club in the Premiership.

All those under the jurisdiction of Scottish Rugby must comply with *SDR 4.1 : Player Contracts and Payments*.

Key principles:

- For the long-term health and viability of the game in Scotland it is important that club rugby operates in a financially sustainable manner.
- In order to assist in the achievement of this objective Scottish Rugby has adopted a Regulation (*SDR 4.1 : Player Contracts and Payments*) in relation to the provision of payments and other benefits to players. All those within Scottish Rugby's jurisdiction are required to comply with the terms of SDR 4.1.
- A player may not be offered and may not receive payment, material benefit or other inducement to play unless permitted in accordance with the provisions of SDR4.1.
- Breaches of SDR 4.1 shall constitute an act of Misconduct, which shall be sanctionable in accordance with the Misconduct procedures set out in the *Scottish Rugby Disciplinary Rules*.

Scottish Rugby Core Values

Scottish Rugby is the Governing Body of the sport of Rugby Union in Scotland and promotes these core values from our National Teams through to grassroots rugby.

Our core values are:

LEADERSHIP

ENGAGEMENT

ACHIEVEMENT

ENJOYMENT

RESPECT

Roles and Responsibilities

To ensure an environment in which all participants can enjoy their rugby, everyone involved in the game must work together. It is **EVERYONE'S** responsibility to contribute the wellbeing of players, and the health of the game.

Scottish Rugby will:

- Develop and publish a Regulation governing the ability of players to be rewarded for their participation in the game, *SDR 4.1 Player Contracts and Payments*, and shall ensure that this Regulation and any associated guidance is regularly reviewed and updated.
- Require that member clubs comply with the Regulation as part of the *Club Minimum Operating Standards*.
- Provide education materials, advice and assistance in relation to the Regulation to players and their clubs.
- Manage and respond to referrals and/or concerns in an efficient and fair manner.
- Respect the anonymity of any whistle-blower reporting a breach of the Regulation.
- Take disciplinary action against those who breach the Regulation.

Member clubs will:

- Ensure that their players, coaches and club officials, and any agents or intermediaries advising the club, its players or coaches in respect of player contracts or remuneration, are aware of Scottish Rugby's Regulation *SDR 4.1 Player Contracts and Payments*.
- Ensure that their club and those players, officials and others under its jurisdiction comply with the both the spirit and letter of the Regulation together with any associated guidance.
- Report any suspected breaches of the Regulation to Scottish Rugby.

Players and Coaches will:

- Abide by the terms of *SDR 4.1 Player Contracts and Payments*.
- Ensure that the game is played in accordance with Scottish Rugby's Core Values.

Definitions

Annual Declaration

Means the player payment declaration signed on behalf of the Club and submitted annually by the Club in the form prescribed by Scottish Rugby.

Annual Listing

Means the list of Benefits provided by a Club to those players under its jurisdiction or otherwise participating for it, signed on its behalf by its office bearers and submitted annually by the Club in the form prescribed to Scottish Rugby.

Benefit

Means money, consideration, gifts or any other benefits whatsoever promised, provided or given to a player or any other individual, body corporate, partnership (or any other entity or body whether incorporated or not) at their direction in respect of such player's participation in the game, but shall not include bona fide reimbursement of permitted expenses incurred for reasonable travel, accommodation, subsistence or other permitted expenses incurred solely and directly in relation to the game.

Board

Means the Board of Directors of Scottish Rugby.

Club

Means any club, team or other body (as the context may require) which participates in any National Competition (as designated from time to time by the Scottish Rugby Board).

Contract

Note : We are considering how this definition may be re-phrased more concisely.

Means any agreement, arrangement or understanding whether formal or informal and whether legally enforceable or not made between a club, team, Union, rugby body or any other person, firm or company and a player (or anyone acting on behalf of or as a nominee for a player) for the provision of Benefits to the player (or any other person, firm company or organisation) wholly or partially in consideration for the player's participation in the game or which entitles the party with whom the player (or other person, firm, company or organisation) has entered into any such agreement, arrangement or understanding to require the player to participate in the game or the effect of which is that the player participates in the game.

Discipline Manager

Means the person, having appropriate knowledge and expertise, who is appointed by Scottish Rugby to act on its behalf in this capacity in matters arising under this Regulation.

Disciplinary Rules

Means the Scottish Rugby Disciplinary Rules, as issued from time to time by Scottish Rugby.

Material Benefits

Means where the aggregate value of Benefits provided to a player in any 12-month period exceeds (or is reasonably expected to exceed) £12,000.

Misconduct

Shall have the meaning ascribed to it in the Scottish Rugby *Disciplinary Rules*.

Scottish Rugby

Note: We are reviewing the consistency of this definition across our various Regulations.

Means Scottish Rugby Union Limited and any of its wholly or majority owned subsidiaries.

World Rugby

Means the international governing body for the sport of Rugby Union.

World Rugby Regulations

Means the World Rugby *Regulations Relating to the Game*, as issued from time to time by World Rugby

Scottish Domestic Regulation 4.1 : Player Contracts and Payments

1. Position Statement

1.1 Scottish Rugby considers that:

- 1.1.1 through their actions, clubs, teams, players and others associated with the game have the ability to influence the lives and behaviours of others;
- 1.1.2 the use of inappropriate and financially unsustainable practices can bring the game into disrepute;
- 1.1.3 each participant in the game has a responsibility to protect fair competition and to promote the long-term health and sustainability of the game; and
- 1.1.4 appropriate and proportionate regulation of player payments can assist in this process.

2 Objectives

2.1 Scottish Rugby wishes to prevent inappropriate and financially unsustainable player payment practices and has therefore developed this Regulation (*SDR 4.1 : Player Contracts and Payments*) with a view to:

- 2.1.1 providing players and others with guidance in relation to the contracting process;
- 2.1.2 promoting the long-term financial health and wellbeing of clubs, teams and the game; and
- 2.1.3 protecting and promoting the image of the game of rugby football.

2.2 These objectives shall be effected through:

- 2.2.1 providing effective deterrents to inappropriate and unsustainable practices; and
- 2.2.2 protecting and promoting the image and interests of the game, its players, clubs, teams, sponsors and other stakeholders.

3 World Rugby Regulation 4

3.1 Scottish Rugby acknowledges that it is obliged to comply with those *Regulations Relating to the Game* issued from time to time by World Rugby.

3.2 Scottish Rugby recognises that World Rugby has issued a specific Regulation in respect of *Player Status, Player Contracts and Player Movement* (WR Regulation 4). The Board has adopted World Rugby Regulation 4 within Scottish Rugby's own domestic regulations.

3.3 Scottish Domestic Regulation 4.1 should therefore be read in conjunction with the World Rugby Regulation 4 and supplements the provisions of that document.

4 Application and Obligations

4.1 This Regulation shall apply to all persons and to all bodies subject to the authority of Scottish Rugby. All participants in the game shall be bound by this Regulation as a condition of their participation or other involvement in Rugby Union in Scotland. Participants agree to be bound by both the letter and the spirit of the Regulation.

4.2 Participants in the game must:

- 4.2.1 be knowledgeable of, and comply with, all of the requirements applicable to them under this Regulation;
- 4.2.2 use their influence to reinforce positive educational messages in relation to not participating in any breach of this Regulation or any inappropriate or unsustainable practice in relation to its provisions; and
- 4.2.3 act in a discreet and confidential manner in discharging their obligations under this Regulation.

Scottish Rugby

SDR 4.1 Player Contracts and Payments

4.3 Potential breaches of this Regulation shall be dealt with in accordance with clause 10 (Disciplinary Matters) below.

5 Player Contracts

5.1 A player in receipt of Benefit(s) in return for their participation in the game must be provided with a Contract by the Club for which they participate, irrespective of the value or level of those Benefit(s).

5.2 As a minimum the Contract must:

5.2.1 be in writing;

5.2.2 clearly set out the duties and obligations of both parties;

5.2.3 be for a defined period;

5.2.4 be signed by both the Club and the player (with a signed copy provided to both parties); and

5.2.5 comply with the provisions of this, SDR 4.1 *Player Contracts and Payments*.

5.3 Failure to provide a Contract to a player in receipt of Benefit(s) for participation in the game shall constitute an act of Misconduct under the Disciplinary Rules.

6 Provision of Benefits to Players

General Prohibition

6.1 Other than as specifically exempted below, there shall be a general prohibition on the provision of any form of Benefit, by any party and for any amount or to any value, to any player in return for their participation in the game as a player.

6.2 No player may request or may receive a Benefit in return for their participation in the game unless and to the extent permitted by this Regulation.

6.3 No Club or other entity may provide, or offer to provide, any Benefit to a player in return for their participation in the game as a player other than to the extent specifically permitted by this Regulation.

Exempted Levels of the Game

6.4 The general prohibition on the provision of player Benefits shall not apply to:

6.4.1 those professional rugby clubs directly owned or authorised by Scottish Rugby (presently Edinburgh Rugby and Glasgow Warriors) or in respect of any player employed or engaged directly in that capacity by Scottish Rugby;

6.4.2 those licensee teams participating in the Super 6, but only in relation to those players contracted for and participating in the Super 6 competition and to the extent permitted under the Super 6 licence; and

6.4.3 those teams participating in the Scottish Premiership (male or female), but only in relation to players when playing for (or training to play for) that Club in the Premiership and to the extent permitted under the Premiership Participation Agreement.

6.5 The aggregate value of Benefits provided for training / playing by any Premiership Club (whether provided by the Club or by any third party) shall not exceed the amount specified in the Participation Agreement in respect of any season. Payments made to Stage 3 Academy Players by Scottish Rugby shall be excluded from the calculation this aggregate amount.

6.6 Premiership players in receipt of Benefits may play for their Club's lower XVs, or for a dual registered Club in a lower division, but shall not be entitled to receive benefit for playing at these levels and must adhere to the player payment regulations pertaining to the level at which they are playing.

Club Employees

Scottish Rugby

SDR 4.1 Player Contracts and Payments

6.7 In respect of non-rugby playing duties in relation to senior rugby (for example, as a coach), up to two persons in receipt of remuneration from a Club (or on behalf of the club or arranged with the knowledge of the Club and/or its officials) may participate in a Club's match-day squad, always provided:

6.7.1 no part of that individual's remuneration is in return for their playing for the Club;

6.7.2 the individual has entered into a written agreement with the Club setting out the key terms of their non-playing engagement (which shall be made available for inspection by or on behalf of Scottish Rugby on request). Specifically, the individual must not be contractually bound to play for the club as part of this engagement (and shall be free to play for another Club or team if they so choose);

6.7.3 any remuneration provided in respect of the individual's non-playing duties is commensurate with the non-playing services provided by them and is of an amount which would be generally available to another similarly skilled individual fulfilling that role or would be available to that individual if fulfilling a similar role at a third party; and

6.7.4 all remuneration provided to that individual is accounted for through the Club's accounting records (which shall be made available for inspection by or on behalf of Scottish Rugby on request).

6.8 A Club (or on behalf of the club or arranged with the knowledge of the Club and/or its officials) may remunerate a player, or an entity or individual with whom the player has a close personal relationship, to provide:

- non-rugby related playing services
- rugby related services other than services to senior rugby

provided that:

6.8.1 no part of that individual's remuneration is in return for their playing for the Club;

6.8.2 any payment provided in respect of the individual's non-playing duties is commensurate with the non-playing services provided by them and is of an amount which would be generally available to another similarly skilled individual or entity fulfilling that role or would be available to a third-party individual or entity not connected with the player;

6.8.3 all payments made by the Club to that individual or entity are accounted for through the Club's accounting records (which shall be made available for inspection by or on behalf of Scottish Rugby on request).

Allowable Expenses

6.9 For the purposes of this Regulation certain expenses shall not be regarded as being a Benefit (and may also be disregarded in the calculation of Material Benefits). These allowable expenses align closely with HMRC guidance on benefits in kind. Appendix 1 provides examples of expenses Clubs may incur on behalf of players and whether they are deemed to be a Benefit or an allowable expense. While Appendix 1 sets out the most common expenses paid to or on behalf of players, it is not and never can be exhaustive. Clubs should seek guidance from Scottish Rugby regarding any proposed expense not included in Appendix 1

Under 18 Players

6.10 In respect of young players:

6.10.1 *U16 Players*: Contracts to provide Benefits may not be offered to players under the age of 16.

6.10.2 *16 and 17 Year Olds*: Where a Contract to provide Benefits is offered to a player aged either 16 or 17 then, other than in exceptional circumstances, the Contract shall additionally be signed by the player's parent / guardian.

6.10.3 Educational support payments (such as scholarships or bursaries) may be provided to pupils in Secondary education providing that they form part of a written agreement and:

6.10.3.1 the player is free to terminate the agreement on not more than 30 days' notice;

6.10.3.2 in addition to the school and player, the agreement is signed by the player's parent/guardian; and

6.10.3.3 the parties agree to provide Scottish Rugby with a copy of the agreement on request.

Tertiary Education Students

6.11 A university or college may provide a player with an academic bursary or scholarship as a student at that university/college providing:

6.11.1 there is a written agreement between the university/college and the student setting out terms of the bursary or scholarship;

6.11.2 the parties agree to provide Scottish Rugby with a copy of the agreement on request; and

6.11.3 the terms of the agreement do not require the student to play for any club or team (other than the school, university or college itself).

7 Recording of Payments and Benefits

Recording

7.1 The provision of any Benefit in the form of a payment for playing services (for example a wage, salary, match fee, performance bonus or similar) may only be made by a player's Club and may not be made on behalf of that Club by any third party. All such player payments, irrespective of materiality, shall be fully and accurately recorded in the club's accounting records.

7.2 The value of any other Benefit provided by the Club shall be fully and accurately recorded within the Club's accounting records such that the value of each Benefit can be identified by individual player.

7.3 Where a third party (other than the Club) provides any Benefit in return for a player's participation for a Club, which for the avoidance of doubt shall not be in the form of a payment (e.g. wage, salary, match fee, performance bonus, etc.), then:

7.3.1 the provision of the Benefit shall first be approved on behalf the Club by the Club's committee;

7.3.2 a detailed record of any Benefit so provided shall be maintained by the Club; and

7.3.3 the Club shall account for any taxable benefit arising.

7.4 Expenses paid to players (irrespective of whether such expense constitutes a Benefit under this Regulation) shall be supported by written expense claims which shall form part of the Club's accounting records and be made available for inspection by Scottish Rugby on request.

Taxes and Insurance

7.5 The Club shall fully, properly and timeously account for PAYE, NIC and any other applicable taxation in accordance with the regulations issued from time to time by HMRC.

7.6 The Club shall at all times maintain appropriate insurance to cover its potential liabilities, including but not limited to Public Liability insurance and, where applicable, Employers Liability insurance.

7.7 Clubs providing Material Benefits to players are reminded of the additional insurance obligations applicable under World Rugby Regulation 23.

Annual Listing

7.8 Each Club providing Benefit(s) to any player shall maintain an Annual Listing showing the value of Benefit(s) provided to each player (from whatever source) and the aggregate value of Benefits provided by both the Club and by any third parties. The Annual Listing shall be prepared in such detail so as to identify the individual and total Benefits attributable to each player. Such Annual Listing shall run from 1 July in a year to 30 June in the following year.

Scottish Rugby

SDR 4.1 Player Contracts and Payments

- 7.9 No later than 31 August each year the Club President, Secretary and Treasurer (or equivalent positions) shall each sign the Annual Listing, certifying it as to its completeness and accuracy. A copy of the Annual Listing shall be made available for inspection by or on behalf of Scottish Rugby on request.
- 7.10 It shall constitute a specific act of Misconduct to:
- 7.10.1 fail to prepare an Annual Listing where so required;
 - 7.10.2 to prepare or sign an Annual Listing without due care and attention as to its completeness and/or accuracy; or
 - 7.10.3 to mislead Scottish Rugby in respect of the preparation of or contents of an Annual Listing.

Annual Declaration

- 7.11 Not later than 31 August in each year each Club (irrespective of whether it provided any player Benefit(s) in the preceding period) shall make a player payment Annual Declaration in the prescribed form in respect of the preceding 1 July to 30 June period.
- 7.12 Failure to timeously provide the required Annual Declaration shall constitute an act of Misconduct and shall, additionally, lead to a suspension of the payment of any Scottish Rugby funding pending satisfactory provision of the required signed Annual Declaration.

Right of Audit

- 7.13 Scottish Rugby shall have the power to require any player, Club and/or other relevant body or person under its jurisdiction to supply such relevant documents and information as Scottish Rugby may in its absolute discretion require for the purposes of auditing any Annual Declaration or Annual Listing, including a copy of any *Employer Annual Return* submission to HMRC.
- 7.14 Scottish Rugby shall have the power to investigate and to make enquiries of any player, Club and/or other relevant body or person under its jurisdiction and to carry out spot checks and auditing on reasonable notice, including at a Club's premises.
- 7.15 Clubs shall keep all records and documents relevant to the Annual Listing, the Annual Declaration, player Contracts and these regulations for a period of seven years from the date in which they first came into existence (including all documents, records and other information held by or under the control of a Club (or an authorised representative of the Club) and which are reasonably considered to be relevant for these regulations.
- 7.16 Clubs, players, Club officials and other persons and/or bodies under the jurisdiction of Scottish Rugby shall promptly report any breach or suspected breach of this Regulation to the Discipline Manager. Failure to report any breach or suspected breach shall constitute an act of Misconduct.
- 7.17 Upon request, all Clubs and persons shall co-operate fully, accurately and promptly with Scottish Rugby and shall provide all necessary assistance with respect to any matter pursuant to this SDR 4.1 (including in relation to spot checks, auditing, attendance at interview, and answering the questions of and furnishing Scottish Rugby with, all relevant and/or requested documentation and information) and failure to co-operate shall constitute an act of Misconduct.
- 7.18 Where a Club is found to have made a false or erroneous return in relation to player payments the cost of any audit shall be payable by the Club.

8 Scottish Contract Players

- 8.1 Where the aggregate value of Benefits provided to a player in any 12 month period exceeds (or is reasonably expected to exceed) £12,000 then that player shall be regarded as being in receipt of Material Benefits.
- 8.2 No player may be offered, or may receive, Material Benefit(s) for their participation in the game in Scotland unless the Contract to provide such Benefit has first been approved by and registered with Scottish Rugby.

SDR 4.1 Player Contracts and Payments

8.3 Where there is no actual cost to the employer in providing any individual Benefit, or the Benefit is provided to either the Club or the player at a cost below the market rate (courtesy of a sponsor, benefactor or otherwise), a reasonable estimate of the notional market value of the Benefit must be substituted in the calculation as to whether the aggregate Benefits are to be considered Material, and a detailed record of the calculation used must be maintained and made available to Scottish Rugby on request.

8.4 Players in receipt of Material Benefit(s) shall be regarded as being “Scottish Contract Players”.

9 Approaches to Scottish Contract Players

9.1 No Club may directly or indirectly approach any Scottish Contract Player to induce or attempt to induce such player to leave his Club unless such approach is made in the final six months of the term of that player’s Contract.

10 Disciplinary Matters

10.1 Failure to comply with the Regulation shall be an offence subject to potential Misconduct proceedings. Such Misconduct proceeding shall be separate and in addition to any process conducted in respect of the National Competition Rules.

10.2 Any disciplinary procedures arising under the Regulation shall be conducted in accordance with the Misconduct procedures set out within Scottish Rugby’s *Disciplinary Rules*.

Appendix 1 : Guidance in relation to Player Payments and Benefits

This Guidance has been developed to assist clubs and players with compliance with Scottish Domestic Regulation 4.1, *Player Contracts and Payments*. Any defined terms will have the meaning set out in Scottish Domestic Regulation.

The Guidance is set out in two parts: **Part A – Player Payments and Benefits**; and **Part B – Regulatory FAQs**.

Please note that Scottish Rugby is unable to provide tax, legal or accounting advice. This material has been prepared for information purposes only, and is not intended to provide, and should not be relied on for tax, legal or accounting advice. Clubs, players and other individuals should consult their own tax, legal and/or accounting advisors before engaging in any transaction.

Should the FAQs not answer your question, please contact Scottish Rugby’s Head of Regulation, Graham Ireland (graham.ireland@sru.co.uk).

PART A – PLAYER BENEFIT FAQs

For the purposes of these FAQs a distinction is made between “paid” and “unpaid” players. For this purpose a “paid player” is someone who receives a Benefit in return for playing rugby union. Whether a player is in receipt of a Benefit will be governed by the circumstances of the transaction. Further guidance is provided below.

BENEFIT	UNPAID PLAYER	PAID PLAYER
PLAYER SPONSORSHIP		
A player’s standard club membership fee is paid for by the club, a club sponsor or the player’s personal sponsor.	No Benefit. <i>This assumes that any money from the sponsor goes to the rugby club and the player receives nothing in return, other than the waiving of standard membership fees.</i>	No Benefit. <i>This assumes that any money from the sponsor goes to the rugby club and the player receives nothing in return, other than the waiving of standard membership fees.</i>
A player’s standard club membership fee is initially paid for by the player, but is reimbursed by the club (due to a new sponsor, or otherwise).	No Benefit. <i>This assumes that the payment from the club to the player is a reimbursement of the standard fee previously paid by the player. Any additional amount would be a Benefit.</i>	No Benefit. <i>This assumes that the payment from the club to the player is a reimbursement of the standard fee previously paid by the player. Any additional amount would be a Benefit.</i>
A player receives club/ sponsor <u>branded</u> playing kit, training kit or formalwear (e.g. a club blazer and tie) for personal use.	No Benefit.	No Benefit.
A player receives <u>unbranded</u> playing kit, training kit or formalwear for personal use.	Benefit.	Benefit.
TRAVEL EXPENSES		
The club reimburses the exact cost of necessary travel to a game and/ or	No Benefit.	Home game/training at the club – Benefit. Travel to their ‘ordinary place of business’.

Scottish Rugby

SDR 4.1 Player Contracts and Payments

training, whether it be home or away (i.e. train/bus fare, taxi fare).		Away game - No Benefit.
The club pays 45p or less per mile for car travel to a game (home or away), based on HMRC rates.	No Benefit.	Home game/training at the club – Benefit. Travel to their ‘ordinary place of business’. Away game – No Benefit.
The club reimburses/ pays for the exact cost of food/drink/refreshments on the way to or from an away game or tournament.	No Benefit (if up to £15 and the duration of trip exceeds 5 hours). When players are travelling to somewhere other than the ‘ordinary place of business’ (i.e. home ground / usual training base), the club paying for refreshments is not a Benefit if a receipted expense under £15. The provision of a round sum, which players might (or crucially might not) spend on refreshments, is always defined as a Benefit.	No Benefit When players are travelling to somewhere other than the ‘ordinary place of business’ (i.e. home ground / usual training base), the club paying for refreshments is not a Benefit if a receipted expense under £15. The provision of a round sum, which players might (or crucially might not) spend on refreshments, is always defined as a Benefit.
The club pays for the exact cost of reasonable standard accommodation needed for an away game or tournament.	No Benefit. As with the above, this will not be a Benefit when travelling to somewhere other than the ordinary place of business. Round sum provisions are always defined as a Benefit.	No Benefit. As with the above, this will not be a Benefit when travelling to somewhere other than the ordinary place of business. Round sum provisions are always defined as a Benefit.
The club provides a round sum, out of which travel to the game can be paid, whether it be home or away.	Benefit. Round sum travel payments are effectively remuneration. The Benefit here will be the whole round sum paid. For no Benefit to occur for unpaid players, the travel paid must be no more than the public transport cost or 45p or less per mile if driving.	Benefit. Round sum travel payments are effectively remuneration. The Benefit here will be the whole round sum paid.
INSURANCE AND MEDICAL		
The club takes out any insurance on behalf of the Club as a whole, under which the player is covered.	No Benefit. This will include Scottish Rugby insurance policies and any top up which is undertaken on behalf of the club and its players <u>as a whole</u> .	No Benefit. This will include Scottish Rugby insurance policies and any top up which is undertaken on behalf of the club and its players <u>as a whole</u> .
The club takes out Scottish Rugby’s Club Accident Insurance TTD policy extension on behalf of a team.	No Benefit.	No Benefit.
The club takes out any other insurance policy on behalf of a player/ group of players.	Benefit. Where additional policies are taken out on behalf of a specific player/ group of players (i.e. there is an additional cost for each	Benefit. Where additional policies are taken out on behalf of a specific player/ group of players (i.e. there is an additional cost for each

Scottish Rugby

SDR 4.1 Player Contracts and Payments

	individual included), this will be a Benefit for each of those players.	individual included), this will be a Benefit for each of those players.
A club engages a doctor, physio or other medical practitioner to provide services within the club environment.	No Benefit.	No Benefit.
The club outsources the provision of a doctor, physio or other medical practitioner to a local provider.	Services available to the whole Club – No Benefit. This provision of services is seen as a logistical alternative to the club employing a physio/doctor. A player/group of players – Benefit. Where services are provided on behalf of a specific player/group of players, this will be a Benefit for each of those players.	If required as a result of playing for the club or the performance of club duties - No Benefit. If required as a result of an incident or illness unrelated to their performance of club duties, whether a Benefit has occurred is subject to who has access to those medical services; i.e. whether the services are provided to the club as a whole as an alternative to a club doctor/physio. Please see opposite.
The club pays for external / private medical, dental, rehabilitation or physio services on behalf of a specific player/group of players.	Benefit.	No Benefit, if required as a result of playing for or the performance of club duties. Benefit, if required as a result of an incident or illness unrelated to their performance of club duties.
FLIGHTS		
The club pays for any airfare for a player (excluding travel to an away Match).	Benefit	Benefit. Whilst this will be a Benefit for Scottish Rugby purposes, there may be some tax exemptions with regard to certain airfares but the player and club would need to obtain their own independent tax advice.
The club pays for any airfares for anyone related to or connected to the player.	Benefit.	Benefit.
ACCOMODATION		
The club or any third party (whether connected to the club or otherwise) pays for accommodation for the player.	Benefit. The Benefit will be the third-party market value of the accommodation.	Benefit. The Benefit will be the third-party market value of the accommodation.
PROVISION OF CARS		
The club, club sponsor or a third party connected with the club provides a car to the player.	Benefit. The Benefit will match the tax treatment of company cars. As such, the Benefit can be quantified by using HMRC's Company Car and Car Fuel Benefit Calculator, available at	Benefit. The Benefit will match the tax treatment of company cars. As such, the Benefit can be quantified by using HMRC's Company Car and Car Fuel Benefit Calculator, available at

SDR 4.1 Player Contracts and Payments

	http://cccfcalculator.hmrc.gov.uk/CCF0.aspx .	http://cccfcalculator.hmrc.gov.uk/CCF0.aspx .
GYM MEMBERSHIP		
The club provides a player with gym membership at a gym which the club owns.	No Benefit.	No Benefit.
The club arranges for gym membership to be provided by a third-party, (whether connected to the club or otherwise) and the third – party receives no monetary or non-monetary benefit in return.	No Benefit.	No Benefit.
The club pays for a player’s membership at a third-party gym.	<p>Facility available to all playing members:</p> <p>- No Benefit</p> <p>Facility available to only a player/group of players:</p> <p>- Benefit Where the facility is provided to a specific player or group of players, this will be a benefit for each of those players.</p>	Benefit.
BONUSES - MONETARY		
The club pays players a bonus, whether related to the outcome of a game or season, or for any other reason (including any man of the match monetary bonus).	Benefit.	Benefit.
BONUSES – NON-MONETARY		
The club provides refreshments before, during and/or after the match or training.	No Benefit.	No Benefit.
The club provides a player with anything of monetary value (i.e. vouchers, bar tab, pre-paid card) to exchange at the club bar.	<p>No Benefit – If up to a maximum of £15 (all inclusive).</p> <p>This must be an amount incidental to the social benefits associated with being part of a rugby club and to be used by that player, rather than remuneration in kind.</p> <p>Where a player receives cash payments, whatever the intended use, this will be a Benefit.</p>	<p>No Benefit – If up to a maximum of £15 (all inclusive).</p> <p>This must be an amount incidental to the social benefits associated with being part of a rugby club and to be used by that player, rather than remuneration in kind.</p> <p>Where a player receives cash payments, whatever the intended use, this will be a Benefit.</p>

Scottish Rugby

SDR 4.1 Player Contracts and Payments

The club provides and pays for refreshments at a third-party establishment.	Benefit. The key point is whether the club is providing its own drinks to players, or paying for players' drinks elsewhere.	Benefit. The key point is whether the club is providing its own drinks to players, or paying for players' drinks elsewhere.
AGENT or INTERMEDIARY FEES		
Club meets the cost of the player's agent or other intermediaries' fees / costs.	Benefit.	Benefit.
CHILDCARE PROVISIONS		
The club provides a child-minding service at the club on match day.	No Benefit.	No Benefit.
GENERAL		
A player receives an education bursary.	If the money is exclusively in respect of education, this does not constitute a Benefit provided no portion of the bursary is in respect of playing rugby.	
A club offers an exchange scheme to players from overseas	Whether the player receives any Benefit will depend on what he is receiving from or on behalf of the club. Please see above regarding accommodation, travel expenses, flights, etc.	
Fundraising for going on tour.	This would not constitute a Benefit provided: (i) the fundraising is for the entire team to cover the reasonable and out of pocket cost of the tour, and no money is passed onto the players; and (ii) no player is receiving any Benefit to participate in the tour.	

PART B – REGULATORY FAQs

QUESTION	ANSWER
What returns will each club be required to make in respect of Player Payment?	<p>This will depend on the club's playing level. In particular:</p> <ul style="list-style-type: none"> All clubs will be required to sign a statement of compliance with the Regulation as part of the Minimum Operating Standards. All clubs will be required to sign an <i>Annual Declaration</i> in respect to the player Benefits their club provides; Clubs at certain levels may be required to make additional returns (such as an <i>Annual Listing</i>) as a requirement of SDR 4.1 or as a condition of funding or as a condition of participation within certain competitions.
How will the Regulation be policed?	<p>Scottish Rugby reserves the right to audit, or arrange for a third party to audit, a club's records. Clubs and their officials are required to facilitate such audits.</p> <p>Where a club is found to have made a false or erroneous return in relation to player payments the cost of any audit may be payable by the club.</p>
What may happen if the club does not follow the Player Payment Regulation?	<p>The club, its officials and / or the Player may be the subject of Misconduct Proceedings under the Disciplinary Rules. This may lead to a fine, suspension or other penalty.</p> <p>Separately the club may be in breach of the competition rules for fielding an ineligible player. This may lead to a Complaint under the National Competition Rules, leading to a deduction of points, suspension or expulsion from competition(s), a fine or other penalty.</p>

Contact Us

Advice with regard to *SDR 4.1 Player Contracts and Payments* may be obtained by contacting Scottish Rugby's Head of Regulation:

Graham Ireland
Head of Regulation
BT Murrayfield Stadium
Roseburn Street
Edinburgh EH12 5PJ
T: 0131 346 5000
E: Graham.Ireland@sru.org.uk

Raising a Concern

Where a concern arises in the relation to the non-compliance with any aspect of *SDR 4.1*, the matter may be referred in confidence to Scottish Rugby Union's Disciplinary Manager, Richard McGhee (T: 0131 346 5029, or E: richard.mcghee@sru.org.uk).

Policy Amendment Process

Changes to SDR 4.1 shall be approved by the Scottish Rugby Board.