



# ENGLAND NETBALL

## PREMIER LEAGUE NETBALL 1, 2 & 3 2019/20

### RULES AND REGULATIONS

#### 1. Overview

Premier League Netball 1, 2 & 3 is a national league competition organised by England Netball to enable clubs to compete against each other to determine a national winner, whilst encouraging participation and development in netball through an open, fair, progressive and transparent league structure.

These regulations set out below outline the Rules and Regulations (“the Regulations”) which govern the operation of Premier League Netball.

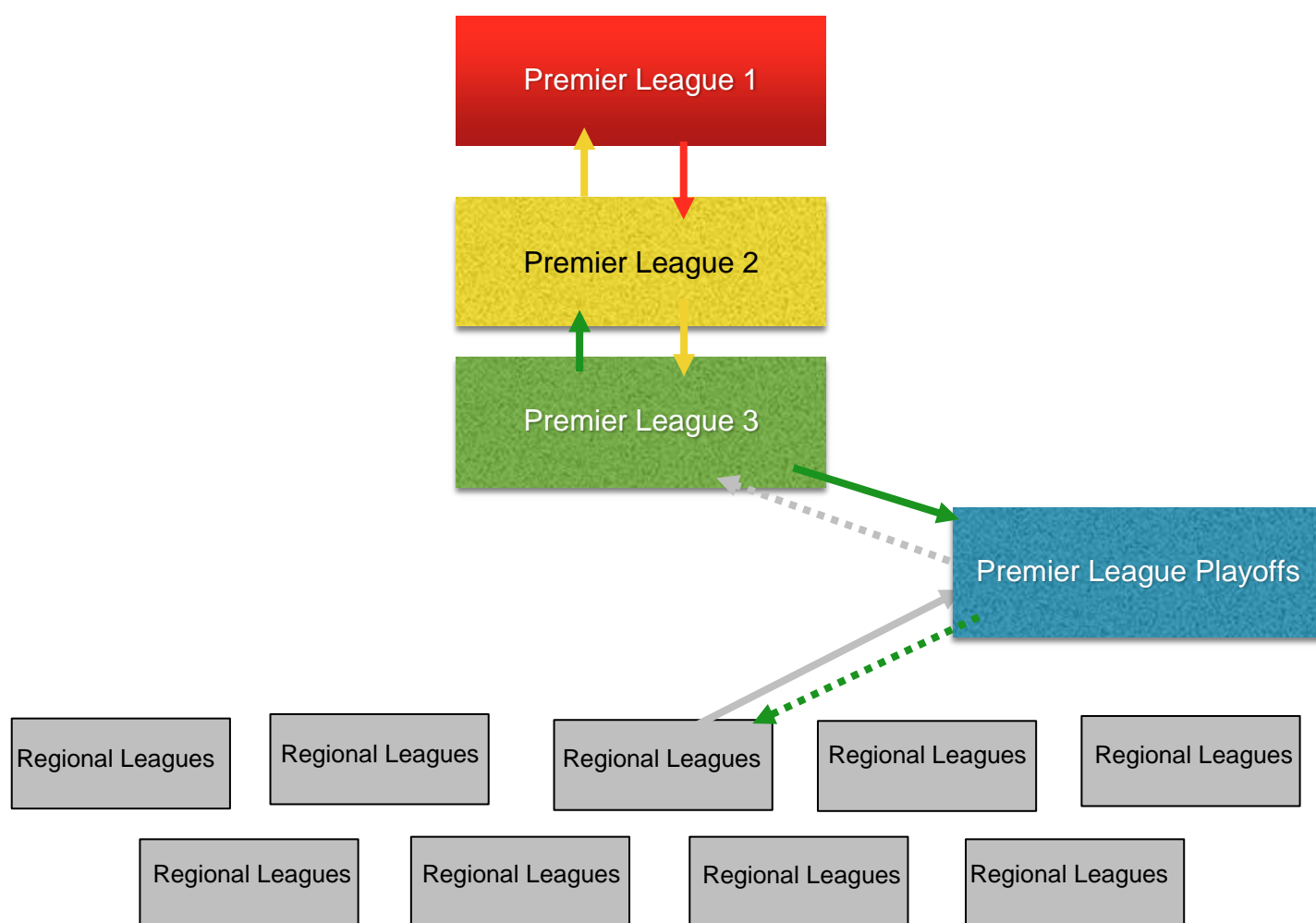
The Regulations must be followed by all teams, players, officials, spectators and administrators in the management, administration and operation of Premier League Netball.

#### 2. Competition Structure

- 2.1 The competition shall be known as the England Netball Premier League Netball 1, 2 & 3 (“Premier League Netball 1,2 & 3” or “the Competition”), and the name shall be preceded by the name of such sponsor as England Netball may direct from time to time.
- 2.2 There are two distinct elements of the Competition; the League structures (Premier League Netball 1,2 & 3) and the Premier League Play-offs. These Competition Regulations cover all matters relating to the League structures, and the Premier League Play-offs have a separate set of Competition Regulations that are solely specific to that competition.
- 2.3 Premier League Netball shall comprise of the following divisions, each comprising of ten (10) teams:
  - Premier League 1
  - Premier League 2
  - Premier League 3
- 2.4 The team which finishes top of Premier League Netball 1 at the end of the season will be the Premier League Netball 1 champions. The teams which finish in 9<sup>th</sup> and 10<sup>th</sup> position of Premier League Netball 1 will be relegated directly to Premier League Netball 2.
- 2.5 The team which finishes top of Premier League Netball 2 at the end of the season will be the Premier League Netball 2 champions, and will be promoted directly to Premier League Netball 1. The team which finishes 2<sup>nd</sup> in Premier League 2 will also be promoted to Premier League Netball 1. The teams which finish 9<sup>th</sup> and 10<sup>th</sup> of Premier League Netball 2 will be relegated directly to Premier League Netball 3.
- 2.6 The team which finishes top of Premier League Netball 3 at the end of the season will be the Premier League Netball 3 champions and will be promoted to Premier League Netball 2. The team which finishes 2<sup>nd</sup> in Premier League 3 will also be promoted to Premier League Netball 2.
- 2.7 Promotion and relegation between Premier League Netball 3 and the Regional Leagues will be as follows:
  - 2.7.1 Over the course of a weekend at a single, central venue at the end of the season, one team from each region (giving nine Regional Teams) will contest play-offs against the teams which finish in eighth, ninth and tenth positions in Premier League Netball 3. The teams nominated by the Regions, will be done so at the discretion of the Region; England Netball will have no involvement or influence over these teams apart from the requirements set out in these Regulations. These 12 teams will be divided into three groups of 4, with the three Premier League Netball 3 teams spread across the groups. The teams in each group will play off against each other. The teams in first and second in all groups will then play a cross sectional match against the first or second place in a different

group, and the winners will be promoted to/retain their place in Premier League Netball 3, for the following season. All other clubs will participate in Regional Leagues.

- 2.8 Any team relegated from Premier League Netball 3 through these procedures will participate in the following season in the Regional League operated by the Regional Netball Association within whose boundaries it is based (subject to paragraph 3.2).
- 2.9 An overview of the Premier League structure is set out in the diagram below. This also includes the qualification structure into Premier League 3 via the Regional Leagues, which are separate competitions that feed into the Premier League Playoffs:



### 3. Competition Organisation

- 3.1 The competition and all rights and properties associated with it shall be owned, controlled and managed by England Netball.
- 3.2 England Netball is responsible for the organisation and management of Premier League Netball 1, 2 & 3 as well as the Premier League Play-offs. Regional Leagues (or other mechanisms used by the Regions) that feed into the Premier League Playoffs are the responsibility of the Regional Netball Associations, as autonomous organisations independent from England Netball. These competitions may have different regulations to these set out in this document.
- 3.3 Prior to the start of Premier League Netball, England Netball shall announce the following:
- 3.3.1 the Competition Referee; and
  - 3.3.2 the person appointed to receive appeals of the decisions of the Competition Referee, as outlined in Section 8.

- 3.4 England Netball may alter the named Competition Referee during the Competition and will, through its best endeavours, inform all participating teams in the event that an alteration is made.

## **4. Competition Referee**

- 4.1 As set out above, a Competition Referee will be appointed by England Netball for Premier League Netball 1,2 and 3. England Netball will appoint separate Competition Referees solely for the Premier League Play-offs.
- 4.2 The Competition Referee will have the authority and jurisdiction to make decisions on any matters arising throughout the Competition including, but not limited to:
- 4.2.1 altering or amending the playing schedule as necessary;
  - 4.2.2 determining if there has been a breach of the Regulations and imposing an appropriate sanction, including but not limited to:
    - a) The use of a player without an active England Netball Membership in a fixture or fixtures will result in a deduction of 3 league points, but the result of the fixture will still stand.
    - b) The use of an unregistered player or a player who is under age without written permission from the Competition Referee will result in a deduction of 3 league points, but the result of the fixture or fixtures will still stand
    - c) In the event that a team concedes a fixture (see Section 6.1) the non-offending team will be awarded 5 points for the match and the conceding team will have 5 points deducted from their total
    - d) Conceding on more than one occasion (i.e., two or more league fixtures) will result in expulsion from the League.
    - e) Failure to provide Technical Officials as required by 6.4 will result in a £100 fine for the offending team. If the home team agrees in writing to provide all Technical Officials as per 6.4.1.3 and does not, they will be fined £100.
    - f) Disqualification of any individual Player or Team.
  - 4.2.3 adjudicating instances of unsportsmanlike behaviour or behaviour that brings the sport into disrepute, including instances of Teams predetermining, or attempting to predetermine, the outcome of a Match and/or the Competition;
  - 4.2.4 Maintaining and being responsible for a confidential Competition Referee Log Book, where appropriate
  - 4.2.5 Determining the score should any Match not be concluded due to any unforeseen circumstance;
  - 4.2.6 Enforcing the decision by any medical advisor, including but not limited to England Netball's appointed doctor or physiotherapist, regarding the participation of a player and whether they are able to;
    - a) Start the match
    - or
    - b) Continue to play
  - 4.2.7 determining any matter not covered specifically within these Regulations.
- 4.3 The Competition Referee may call upon, or delegate to, additional persons to assist with the Competition or consult with other persons prior to making any decision. However, the final decision and accountability for the decision will rest with the Competition Referee.

## **5. Pre Competition Management and Administration**

### **5.1 Team Entry and Eligibility**

- 5.1.1 Entry to Premier League Netball shall be through the relevant Regional League, or Regional nomination process for any club or team (one per active club) which is an active club registered the England Netball Membership system.
- 5.1.2 A club may only field a maximum of one (1) team in the Competition.
- 5.1.3 England Netball is entitled to charge an entry fee to compete in Premier League Netball and this must be paid in full within the permitted timescales in order for a team to participate. This charge will include the costs associated with appointing the Umpires.
- 5.1.4 In order to qualify a team to participate in Premier League Netball 1,2 & 3 a club shall either be accredited under England Netball's CAPS scheme, or working towards the same (where applicable).
- 5.1.5 By entering a team in Premier League Netball 1,2 & 3, clubs/teams agree that:

- a) they are able and willing to fulfil the costs and commitments of participation in the Premier League Netball;
- b) they will fulfil their obligations and responsibilities as set out in these Regulations;
- c) they are bound by the Competition Regulations; and
- d) they are bound by all of the rules, policies, regulations and by-laws of England Netball, including the England Netball Code of Conduct and Disciplinary Regulations, as may from time to time be in force.

## **5.2 Player/Team Official Eligibility**

5.2.1 In order to qualify to participate in Premier League Netball 1,2 & 3, all Players and Team Officials (please see 6.5 for details of Team Officials) must be in membership of England Netball as personal member having paid the full membership fee due and received confirmation of their membership in advance of submitting the Registration Form for the Premier League. Individuals may register on the England Netball membership system via one of the following routes:

- a) Through membership to a Club
- b) Through membership directly to England Netball

5.2.2 To be eligible for Premier League Netball all Players and Team Officials must hold an active membership to England Netball within the timeframe set out in the Regulations. The appropriate membership fee must be received by England Netball Head Office Membership Services not less than four (4) days before taking to the court, either as a player, or involved as a team official.

5.2.3 All Players must be over 14 years old as at 11.59pm on 31st August immediately prior to the commencement of the Premier League Netball playing season unless they have completed the age banding consent form and submitted it with the Squad Registration Sheet.

5.2.4 During all matches of Premier League Netball, Team Managers must at all times carry proof of age for all Players under the age of 18 and a copy of Age Banding Consent Forms applicable to Players listed on the Squad Registration Sheet.

5.2.5 Proof of age comprises of one or more of the following:

- a) Copy of birth certificate;
- b) Copy of passport;
- c) Copy of medical card;

5.2.6 England Netball recommends that individuals (player, coach, umpire) if pregnant should only participate with approval from their doctor and in accordance with any guidelines issued by itself.

The England Netball Personal Accident insurance cover excludes any loss or expense due to pregnancy, childbirth, miscarriage or any consequence thereof. If, for example, a member who is pregnant is involved in an accident not related to the pregnancy, subject to the conditions of the policy, the relevant benefits would be payable. However, if any situation (such as hospitalisation) was prolonged as a direct result of pregnancy, pregnancy complications or even early childbirth, then this portion of any claim is not covered.

5.2.7 All members of the High Performance Programme are eligible to participate in Premier League Netball. Athletes in the High Performance Programme will have a single management point within the England Coaching Team. For the purposes of each Athlete's development there may be limitations and conditions on their participation in the competition, and these will be set by members of the England Coaching Team led by the National Coach.

## **5.3 Registration of Squads**

5.3.1 Participating teams must complete a Squad Registration Sheet fully listing each Player and membership numbers. These need to be lodged with England Netball's Competition and Events Officer two weeks prior to the commencement of the Premier League Netball playing season (Round 1).

5.3.2 Teams may only use those Players whose names appear on their Squad Registration Sheet held by England Netball's Competition and Events Officer (see Section 4.2.2 for the penalty for breach of this).

5.3.3 Any additions to the Squad Registration Sheets must be lodged with England Netball's Competitions and Events Officer by 1700 hours on the Thursday prior to the fixture weekend. These additions must be made in writing (and preferably by email). Additional registrations of Players will not be accepted after 1700 on the Thursday prior to Premier League Netball Round 15.

5.3.4 Once a Player has been registered on a Squad Registration Sheet and has played for that team at any time in the season, she cannot transfer to another Premier League Netball 1,2 & 3 team during the course of the

current playing season and/or play for a another team including the Premier League Play-offs except by the express written permission of the England Netball Community Competition & Events Manager, who may at their absolute discretion allow a Player to transfer between two Premier League Netball teams during the course of the playing season, should that Player move house / relocate to an area where playing for her original team would not be practical. Transfers of Players will not be accepted after 1700 on the Thursday prior to Premier League Netball Round 15.

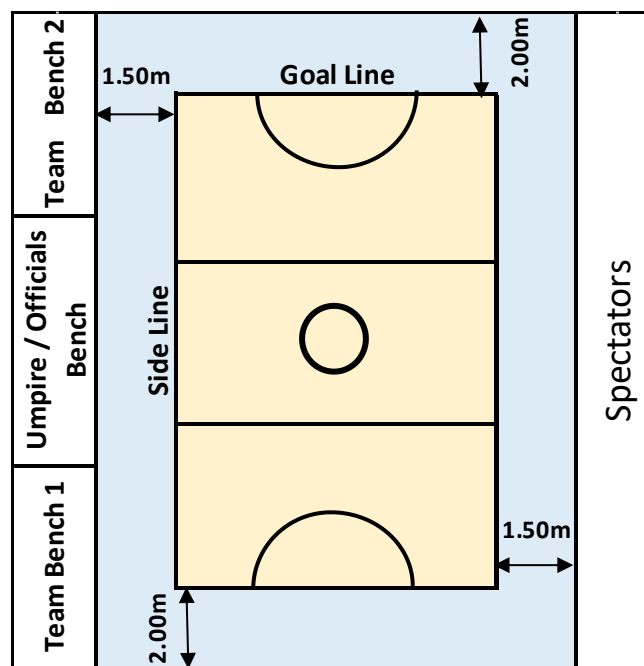
5.3.5 Each team may declare up to twelve (12) Players prior to the start of each match by completing a Premier League Netball Team Sheet and submitting it to the Officials Bench. This must be done fifteen (15) minutes prior to the stated start time for the match.

5.3.6 Only Players who have taken to the court (played at least one (1) quarter) in Rounds 1-18 during the course of the season will be eligible to compete for their registered team within the Premier League Play-offs for that season.

#### 5.4 Competition Venues

5.4.1 Only venues that are on the 'Approved Premier League Venues' list are eligible to be used for Premier League fixtures. The courts used at these venues must meet the standards set out in 5.4.2, unless otherwise agreed by the Competition Referee.

5.4.2 Matches must be played on an indoor court. The court surround/run off must be a minimum of 1.5m from the side line and 2.0m from the goal line. All court surrounds/run offs must be clear of any permanent or temporary fixtures and fittings (this includes Team benches, Technical Officials Tables, advertising boards and spectator seating).



5.4.3 The court should be made of an adequate playing surface (preferably wooden sprung). The court should have sunken posts with post protectors as a minimum standard. Floor fixed posts (screw in) may be accepted subject to approval from the competition referee.

5.4.4 All venues should have ancillary facilities for approximately 30 participants, including changing and showering facilities for both teams and officials. These facilities must be available on for each match.

5.4.3 The home team is responsible for arranging the venue, and for the cost of this.

5.4.3.1 It is the responsibility of the home team to conduct a risk assessment, using the standard issued form, prior to each match and ensure that the umpires countersign this document. Umpires will undertake pre-match checks to ensure the match is safe to play. It is within their jurisdiction not to allow a match to go ahead, if not deemed safe to do so. In instances where risks have been identified, a copy of the risk assessment should be sent to England Netball alongside the INF Official Scoresheet

5.4.3.2 For all 'incidents' on or off the court at a Match an England Netball Accident Report form must be completed, and a copy sent to the England Netball Competition and Events Officer with the INF Scoresheet which will be stored for insurance purposes.

5.4.4 The home team is responsible for providing hospitality for both teams and all match officials in the form of suitable and substantial refreshments served in a timely fashion after the match.

## **5.5 Accidents**

5.5.1 If an accident occurs at any match where a player, coach, Match or Technical Official, spectator or staff member is injured, the accident reporting procedure should be followed as detailed on <https://www.EnglandNetball.co.uk/membership/insurance/report-a-claim/> .

5.5.2 This procedure should be followed for ALL injuries and accidents, regardless of whether or not medical treatment is given.

## **6. Playing and Competition**

### **6.1 Competition Scheduling**

6.1.1 All matches must be played as per the fixture schedule published by England Netball, and take place on Sunday, unless otherwise agreed by the Competition Referee.

6.1.2 Each team in Premier League Netball 1, 2 & 3 will play the other teams in their division twice in a season, once at home and once away.

6.1.3 The start time of each match will be mutually agreed between the teams, but will not normally be earlier than 10.30 am or later than 3:00 pm. Any dispute over start times will be determined by the Competition Referee at their absolute discretion

6.1.4 The home team must provide their opponents and the two umpires with confirmation via email of the fixture, its start time, and travel directions (including postcode) ten (10) days prior to the date of the fixture.

6.1.5 The away team will be responsible for arranging its own travel and the cost of this. The away team should allow sufficient travelling time to cover any unexpected delays. If a team is delayed in arriving for a fixture, the following protocol must be observed:

- a) Inform the opposing team and umpires as soon as they are aware of a delay
- b) Any team which fails to arrive on time must take the court and be ready to play as soon as possible and in any event within 30 minutes of the agreed start time. Teams should be given a minimum of 5 minutes for players to warm up to prevent injuries and this should be started as soon as there are 5 players present.
- c) Any team taking to court more than 30 minutes after the agreed start time will concede the match, unless otherwise agreed with the Competition Referee.

6.1.6 No team may play a match with less than 5 players; any team with less than 5 players will automatically concede the game.

6.1.7 No team may postpone or rearrange a fixture (including time and venue changes from the fixture schedule published by England Netball) without the agreement of England Netball, through the Competition Referee or their nominee(s). In the event of extreme or unforeseen circumstances (e.g., flash flood, heavy snowfall, etc.) the team affected by the circumstances must inform England Netball, their opponents and the umpires of the situation. England Netball should be contacted on 07909251285 for all of these issues. Failure to inform England Netball (a voicemail or text is appropriate if there is no answer) will result in the affected team conceding the fixture.

Matches that are postponed in these circumstances must be played before the next scheduled fixture date unless otherwise agreed by the Competition Referee, or their nominee(s). Injuries do not quantify unforeseen circumstances, and in these instances failing to fulfil the fixture will result in the affected team conceding the match. The primary responsibility for rescheduling such fixtures shall reside with the home team, and any dispute over rescheduling shall be determined by the Competition Referee, or their nominee(s), at its absolute discretion.

6.1.8 In the event of a game being conceded:

- a) The non-offending team will be awarded five (5) league points for the match, and the team which conceded will have five (5) league points deducted from their total

- b) The team which conceded may be liable to pay any costs which the non-offending team has incurred, subject to the determination by the Competition Referee, or their nominee(s).

6.1.9 In the event that a match is abandoned for any reason (e.g., because of serious injury), the result of that match will be determined by the Competition Referee, or their nominee(s), having regard to the score at the time at which play was suspended.

## **6.2 Match rules and format**

6.2.1 All Matches shall be played in accordance with the International Netball Federation Rules of the Game currently in force at the time of the relevant Match, except where specifically stated in these Regulations.

## **6.3 Match Officials**

6.3.1 Appointed umpires will be allocated to each fixture by England Netball, or its nominee(s), as follows:

- a) Umpires who hold a current Netball Europe 'A' Award or above and who have been identified by England Netball will be allocated to each fixture in Division 1, 2 and 3.
- b) Umpires who actively hold a Netball Europe 'B' Award and who have been identified by England Netball may be allocated to fixtures in Division 3 as appropriate.

6.3.2 Teams will be notified of the umpire appointments in advance of the fixtures. Any changes made immediately prior to the fixture will be notified to teams by England Netball or its nominee(s).

6.3.3 In the event that an umpire fails to arrive, or is injured or taken ill during a match, the following procedure will be applied:

- a. England Netball must be informed immediately (see 6.1.7 for contact number);
- b. If another umpire of the appropriate minimum standard (A award) is available then they will umpire the match;
- c. Failing that, the next best-qualified umpire should be used.
- d. If the appointed umpire arrives late and the game has already commenced, the umpire that started the game will continue for the entire duration of the match.

6.3.5 England Netball will have responsibility for procedures which ensure that umpires conform to a standard of physical fitness which allows them to keep pace with the speed and variability of the game(s). Matches within Premier League Netball 3 may be used by England Netball for the purpose of umpire testing and assessment.

## **6.4 Technical Officials**

6.4.1 The Technical Officials are the Scorers and Timekeepers. The two (2) scorers and the two (2) timekeepers shall between them constitute the Officials Bench.

6.4.1.1 Each team must provide a competent scorer either an Umpire, Qualified Technical Official or someone who has a working knowledge of scoring. Scorers will be required for all fixtures.

6.4.1.2 Each team must provide a timekeeper for each match played. The timekeeper must have a working knowledge of the INF Rules currently in force.

6.4.1.3 If agreed in writing (email is sufficient) between both teams and England Netball, the home team can provide all Technical Officials for a fixture. England Netball, through the Competition Referee, must provide written approval for this.

6.4.2 Scorers are required to utilise the INF Official Scoresheet for their home matches.

## **6.5 Team Officials**

6.5.1 A team may have up to five (5) Team Officials. These will include a coach and at least one primary care person.

6.5.2 A primary care person:

- Must be qualified to diagnose and treat injury or illness (for example, doctor or physiotherapist) with a minimum of a first aid qualification, evidence of this qualification must be submitted to England Netball.
- Must wear identification as specified by England Netball
- Is permitted on the court during a stoppage for injury/illness of a Player or blood issues
- Must advise the umpires if a Player is too ill/injured to be removed from the court within 30 seconds and/or if assistance is required.

6.5.3 Team Officials may be fewer than specified and may therefore undertake several duties. However, primary care person/s must not also be Players and it is preferable that they do not hold any other role.

6.5.4 The Team Officials and up to five (5) players not on court shall constitute the Team Bench.

- 6.5.5 The Team Bench will be situated in the area at the Team's defending half at the start of the Match to the right of the netball posts, unless otherwise agreed with the Umpires.
- 6.5.6 If agreed in writing (email is sufficient) between both teams and England Netball, the home team can provide a primary care person for the away team as well as the home team, providing the criteria in 6.5.2 is met. This must be a separate person to the home teams' primary care person (e.g. one person cannot cover both teams).

## 6.6 Match Timings

- 6.6.1 All matches shall be of one hour's duration (four quarters of fifteen (15) minutes each). Central timing may not be used.
- 6.6.2 All matches shall have an interval of eight (8) minutes at half time, and intervals of four (4) minutes at quarter and three quarter time.

## 6.7 Scoring

- 6.7.1 Teams will be awarded league points as follows:
- a) Five (5) points for a win;
  - b) Three (3) points for a draw;
  - c) Two (2) points for a loss if within 5 goals of the winners' score – i.e., 50-46 = 2 points, 50-45 = 1 point
  - d) One (1) point for a loss if more than 50 per cent of the winners' score
  - e) Zero (0) points for a loss
- 6.7.2 Premier League Netball 1, 2 & 3 league tables will be compiled on the basis of the points awarded to each team. Where teams are level on points:
- a) Goal Average shall be used to determine their relative positions, i.e., the team with the higher Goal Average over the course of the season shall take precedence
  - b) In the event that Goal Average does not differentiate between the teams, then Goal Difference shall be applied, i.e., precedence shall be given to the team with the greater difference between goals scored and goals conceded
  - c) In the event that Goal Difference does not differentiate between the teams, then the team with the greatest number of goals scored shall take precedence
  - d) In the event that neither Goal Average nor Goal Difference nor goals scored can differentiate between the teams, the aggregate score in the match or matches played between them over the course of the season shall be calculated and precedence given to the team whose scores were greatest.

In the event that none of the above differentiates between the teams, the Competition Referee shall determine the means of differentiation.

**Note - Where one of the teams has its Goal Average, Goal Difference or total number of goals scored affected by conceded fixtures, then all goals scored by and against conceding team(s) in all fixtures shall be omitted from the calculations of both teams level on points. Except where one of the teams level on points is the conceding team, at which point they assume a goal average of 0 and will be the lowest ranked team of those level on points.**

## 6.8 Registration of results

- 6.8.1 For all Premier League matches the INF Official Scoresheet must be used and completed fully including signatures from both scorers and umpires and sent to England Netball's Competitions and Events Officer to be received within three (3) working days of the match. The home team is responsible for sending this copy, with both the home and away teams keeping a copy themselves.
- 6.8.2 A second copy of the INF Official Scoresheet or the INF Running Scoresheet may be requested from either the home or away team by England Netball if there are any issues with the copy sent to England Netball.
- 6.8.3 Each team must **sms text** their match result directly to England Netball within two (2) hours from the end of the match to the Competition and Events Results Line. (07872400740).

## 7. Competition Complaints Procedure

- 7.1 All queries and complaints ("a Complaint") should be directed to the Competition Referee in the first instance, which will be dealt with as follows:
- 7.1.1 During the Premier League Netball 1, 2 & 3 stage, where the Complaint relates to the playing of a Match, the scoring and/or its result, the relevant Squad member or Team Official must do the following:



- a) Inform their opponents and the Umpires of their Complaint;
- b) Mark the Scoresheet with the words "Under Protest";
- c) Send the marked Scoresheet to the Competition Referee, within seventy two (72) hours of the Match;
- d) Attach a letter to the Scoresheet to explain the issue in full to the Competition Referee.
- e) The Competition Referee will decide what action should be taken.

7.1.2 The Competition Referee will acknowledge receipt of the query or Complaint and make a decision on the matter within seventy two (72) hours of receipt of the query or Complaint. The Competition Referee's decision in relation to decisions taken under clause 7.1.1 is binding apart from where parties to the Complaint have the right to appeal the decision under Section 8 below.

7.2 Where a Complaint relates to the governance or administration of the Competition by the Competition Referee, such complaints will be dealt with under the Complaints Procedure of England Netball.

7.3 Where the Complaint relates to the behaviour of an individual Player or Team participating in, or a volunteer or individual attending a Match, which could be considered as a Disciplinary Offence under England Netball's Disciplinary Regulations, such Complaint will be dealt with in accordance with the processes set out in England Netball's Disciplinary Regulations and should be referred to the Disciplinary Secretary of England Netball.

## **8. Appeal of Competition Referee's Decision**

8.1 The decision of the Competition Referee in relation to a Complaint submitted in accordance with section 7.1 shall be final and binding on all parties save that a party has a right to appeal in the following circumstances:

- 8.1.1 If the decision has a potential impact on a match result, a league table, or the outcome of the Competition; AND
- 8.1.2 If there has been a failure by the Competition Referee to follow or act in accordance with these Regulations and/or the Competition Referee reached a decision on the basis of an error of fact.

These are the only grounds of appeal and any appeal must be submitted in accordance with the appeals process set out below:

8.2 An appeal should be forwarded in writing from the Team Manager of the appealing Team to the Community Competition and Events Manager within seventy two (72) hours of their receiving the decision of the Competition Referee.

8.3 The appeal shall be accompanied by a cheque for £100 which shall be returned if the appeal is upheld or if there are any other extenuating circumstances. The Competition Appeals Committee ("CAC") will decide whether the extenuating circumstance warrant the cheque being returned.

8.4 The Community Competition and Events Manager will establish a CAC which will consist of individuals that are independent of and not connected the Competition. One of those individuals will be appointed as the Chair. The CAC will usually but not exclusively be three members of England Netball's Executive Team.

8.5 The Chair of the CAC will give notice of the appeal to the opposing Team and any other Team the CAC believe could be affected by the outcome of the appeal. These Teams will be permitted seventy two (72) hours, from the time that the appeal notice is sent from the CAC to submit any evidence or submission that they wish the CAC to consider.

8.6 All submissions and evidence must be submitted in writing. The Chair of CAC will otherwise have the discretion to determine the process, procedure and direction of the appeal.

8.7 The CAC shall meet and reach a determination within seventy two (72) hours of receiving all the evidence and submissions.

8.8 The CAC will notify all the parties that made submissions and presented evidence of its decision and any penalties and sanctions imposed within twenty four (24) hours of it reaching its determination. The CAC shall have the discretion to publish the decision through whatever medium it considers appropriate.

8.9 The CAC shall have the delegated power of England Netball to make all decisions and impose and enforce any penalties and sanctions (including but not limited to reprimands, the deduction of points, fines, suspensions and expulsions from the Competition) relating to the appeal. There is no further right of appeal on this decision.

8.10 The procedures set out in this Section 8 shall be governed by the Arbitration Act 1996 (the Act) and amount to a binding arbitration agreement for the purposes of Section 6 of the Act.

- 8.11 The parties also waive irrevocably their right to any form of appeal, review or recourse to any court or other judicial authority, or under England Netball's Disciplinary Procedures Manual or otherwise, insofar as such waiver may be validly made.
- 8.12 The seat of arbitration shall be England, the language used shall be English and the governing law of the regulations and these proceedings under Section 8 shall be English Law.
- 8.13 If the circumstances require a decision to be taken sooner than provided for by this Section 8, and all parties to the appeal consent, the timetable within which an appeal is raised, submissions made and the decision taken can be shorter than the seventy two (72) hours stated in this Section 8. In such cases the CAC shall issue a revised directions timetable which shall be binding on all parties.
- 8.14 In order to adhere to the timescales set out in this Section 8, all communication will take place via electronic mail to the contact held on England Netball's administration system for the Competition, which is confirmed in the Registration Pack at the start of the season or if this is left blank, the contact provided to on ENGage. It is the participating Teams' responsibility to ensure that these contact details are kept up-to-date.

## **9. Appeal to High Performance Programme Restrictions**

- 9.1 An appeal to a decision made regarding the limiting or condition placed on a High Performance Programme athlete's participation in Premier League Netball by the England Coaching Team under Regulation 5.2.7 must be submitted in writing accompanied by supporting evidence to the England Netball Chief Executive Officer ("CEO"). An appeal will only be heard if:
- a) The limitations or conditions placed on the athlete were demonstrably biased against the team submitting the appeal, AND
  - b) The decision has a potential impact on a match result, a league result, a league table, or the outcome of the Competition, AND
  - c) The appeal is submitted within the earlier of:
    - i. 7 days of the appealing team becoming aware of the limitations or conditions, or
    - ii. 7 days of the Athlete adhering to the limitation or conditions, AND
  - d) The appeal is accompanied with a cheque for £100 which shall be returned if the appeal is upheld or if there are any other extenuating circumstances. The CEO will decide whether the extenuating circumstance warrant the cheque being returned.
- 9.2 The CEO will establish a CAC which will consist of individuals that are independent of and not connected the Competition. The process will then follow the timeline as detailed in clause 8.4 to 8.14
- 9.3 The procedures set out in this Section 9 shall be governed by the Arbitration Act 1996 (the Act) and amount to a binding arbitration agreement for the purposes of Section 6 of the Act.
- 9.4 The parties also waive irrevocably their right to any form of appeal, review or recourse to any court or other judicial authority, or under England Netball's Disciplinary Procedures Manual or otherwise, insofar as such waiver may be validly made.
- 9.5 The seat of arbitration shall be England, the language used shall be English and the governing law of the regulations and these proceedings under Section 8 shall be English Law.

## **10. Miscellaneous**

- 10.1 England Netball will not be liable to any person, whether in contract, tort (including negligence) or otherwise for any direct or indirect loss or injury of any nature, howsoever caused and howsoever arising from the matters covered by these Regulations, provided that nothing in these Regulations excludes or restricts England Netball's liability for any personal loss or injury caused by England Netball's own negligence, the negligence of its employees, or for fraud.
- 10.2 If any of these Regulations are held by any competent authority to be invalid or unenforceable, the remainder of the Regulations shall not be affected thereby.
- 10.3 These Regulations shall be governed by and interpreted in accordance with English law.
- 10.4 Any questions regarding these Regulations can be addressed to:  
Competition and Events Delivery Manager  
England Netball  
SportPark, 3 Oakwood Drive, Loughborough University, Loughborough, LE11 3QF
- 10.5 England Netball reserves the right to amend these Regulations each year in advance of the Competition and such amendments will take effect from the first date of publication of the completed amended procedure on the England Netball website.

## Definitions

Some definitions within the Premier League Netball 1, 2 & 3 Rules and Regulations are set out in the Membership Regulations and International Netball Federation's Rules of the Games. Supplementary to these, the following terms shall have the meanings set out below:

**Approved Premier League Venues-** The England Netball Competitions and Events team will record and approve any venue that is used for Premier League Fixtures. Only venues on this list can be used during the Premier League season. This will ensure that unsuitable venues aren't used.

**Competition Appeals Committee (CAC)** means a body of up to three (3) individuals who are independent of and not connected to the Competition that will hear an appeal or a group of appeals on the Competition Referee's decision as set out in section 8.

**Competition Medic** means a qualified person appointed by England Netball to treat accidents and injuries. This would be a minimum of an Emergency Medical Technician

**Competition Physiotherapist** means a qualified physiotherapist appointed by England Netball to assist with injuries.

**Competition Referee** means the individual appointed by England Netball with all necessary authority and jurisdiction to make decisions on any matters arising during the Competition as set out in 4.2.

**Competition Referee Log Book** means a record of any incidents, disciplinary matters, changes to schedule or complaints that arise during the Competition and are passed onto the LOC, templates for these documents are available at <http://www.englandnetball.co.uk/competitions>

**England Netball Accident Report Form** means a form that is accessible from <http://www.englandnetball.co.uk/competitions> that must be used to detail any accidents that occur during a competition

**England Netball Head Office** means the registered offices of England Netball which currently are SportPark, 3 Oakwood Drive, Loughborough University, Loughborough, LE11 3QF. The email address is [compevents@englandnetball.co.uk](mailto:compevents@englandnetball.co.uk)

**Goal Average** means goals for divided by goals against, to two decimal points

**Goal Difference** means the difference between the goals scored and the goals conceded

**High Performance Programme** means athletes currently selected as part of this programme, a list of such athletes is available here <https://www.englandnetball.co.uk/england/high-performance/podium-athletes>

**INF Official Scoresheet** means the scoresheet issued by England Netball to be used to record the score at each Match

**Match** means an individual game of Netball played, in accordance to 6, forming part of the Premier League.

**Medical Advisor** means the assigned Competition Medic or Competition Physiotherapist for the Competition

**(Players) Not on court** means the players listed on the Premier League Netball Team Sheet that are not, at that present time, playing in the Match

**Player** means an individual listed on the Premier League Netball Team Sheet who may from time to time participate in a Match.

**Premier League Netball Team Sheet** means a standard issue form that both Teams must complete for every match that details the 12 Players who are selected from the Premier League Netball Registration Sheet to play in the Match and the Team Officials that will be courtside

**Squad** means the 12 Players listed on the Premier League Netball Team Sheet from which a Team may be selected.

**Squad Registration Sheet** means the list of Players submitted by a team at the start of the season (this can be added to throughout the season) that they can select to play in a fixture, providing they meet all eligibility criteria and are named on the Premier League Netball Team Sheet for that fixture

**Team** means up to seven (7) Players actively participating in a Match at a given moment.

**Team Officials** mean the individuals that are listed on the Squad Registration Sheet and include the Coach, Team Manager and up to three (3) other personnel, at least one (1) of whom must be a primary care person