

# DARTS REGULATION AUTHORITY RULE BOOK

# THE DARTS REGULATION AUTHORITY

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All correspondence should be marked for the attention of The Darts Regulation Authority and directed to the above address.

The Darts Regulation Authority is a company limited by guarantee, registered in England, number 4509423.

#### FOREWORD

The Darts Regulation Authority (DRA) is a not-for-profit Company, limited by guarantee. One of its primary roles is to ensure good governance within the sport of darts. The DRA Board comprises five members; Nigel Mawer, Tim Ollerenshaw, Mike Titmus, Ritchie Gardner and Jake Marsh. They do not sit on the Board as a representative of any other body within darts. They are independent individuals who provide a cross-section of views and experience from different backgrounds.

The aim of the DRA remains to seek recognition as the regulatory authority for Darts worldwide with responsibility for providing and administering rules and regulations that will improve the image and profile of Darts within the Professional and Amateur ranks. The DRA Rule book is the cornerstone of this and sets the standards of behaviour for players in DRA sanctioned events.

This 2019 review of the DRA Rule Book brings the Code of Conduct and Playing Rules up to date and reflects changes in the sport since their first publication in 2002. This edition supersedes any previous version. The Code and Rules contained herein are those which are now in force for all DRA sanctioned events.

The DRA will continue to assess and review the Code and Rules and will produce amendments and updates to the Rule Book when appropriate. The DRA website (www.thedra.co.uk) contains the current DRA Official Rule Book and will be used to publish any information relating to subsequent amendments.

Nigel Mawer QPM Chair of the Darts Regulation Authority January 2019

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# **1 JURISDICTION**

**1.1** The Rules have been drawn up in accordance with Regulation 13 of the Articles of Association of the DRA (a copy of which is reprinted at Appendix 2 to these rules) and shall apply to all members of the DRA and to all Players and other parties agreeing to abide by them (such as non PDPA members, Players' Managers and Agents).

# 2 **DEFINITIONS**

**2.1** Various words and phrases are used in these Rules for which purpose they have the meanings defined below:

# "Affiliated Organisation"

means any organisation that has adopted the Rules of, and pays an affiliation fee to, the DRA;

# "Anti-Doping policy"

the rules of the DRA are the UK Anti-Doping rules;

#### "Appeals Committee"

the Chairman of the Appeals Committee shall be appointed by the DRA Board and will be responsible for the provision of Appeal Board Members as and when required and to deal with all aspects of any appeals;

#### "Bet"

a wager or other form of financial speculation;

# "Bye"

an uncontested Match, resulting in automatic progression for the sole Player or Team involved;

#### "Connected"

an individual is connected to a Player if they are either a family member, an Agent, a Manager, another Player managed by the same Manager as the Player, a business partner or an associate of the Player;

# "DRA"

the Darts Regulation Authority, c/o Moore Tibbits Solicitors 34 High Street, Warwick, Warwickshire, CV34 4BE a Company Limited by Guarantee, number 4509423;

# "DRA Board"

the Board of the DRA as instructed and defined in the Articles of Association of the DRA; "DRA Rules"

the rules and regulations drawn up by the DRA from time to time in accordance with Regulation 13 of the DRA Articles of Association including without limitation the rules set out in this DRA Official Rule Book;

# "Darts Event"

a Darts Match or Tournament organised under the jurisdiction of or in accordance with the DRA rules;

# "Disciplinary Committee"

Appointed by the DRA Board to deal with all misconduct issues;

"Double"

a double-score section of the board including the centre Bull;

# "Exclusion Zone"

a clearly marked area surrounding the Oche which provides the Player with the throw an amount of separation from their opponent;

#### "For reward"

a person acts "for reward" if they arrange or agrees that they or someone else will receive any direct or indirect financial or other benefit for that act (other than official

prize money and/or contracted performance-related payments under endorsement or sponsorship contracts), and "reward" shall be construed accordingly;

#### "Game Shot"

a throw, which must land on a Double, which reduces a Player's aggregate score for that leg to zero, thus winning the leg;

# "Gamesmanship"

Any action carried out by a Player during an Event that is intended to gain an advantage by putting off an opponent;

#### "Guest"

any person who has been invited to the event by a Player, member or Promoter; "Manager" or "Agent"

means any person, acting in any way and at any time in the capacity of agent, representative or adviser to a Player, either directly or indirectly, in any aspect of the negotiation, arrangement or execution of any kind of commercial arrangement including any sponsorship arrangement;

# "Marker"

the person appointed by the Promoter to mark scores during any Match; also referred to as Scorer;

#### "Match"

a darts match between two Players or between two teams of Players as part of a Darts Event;

#### "Match Board"

the dart board on which a Match is played;

#### "Member(s)"

any member or members of the DRA;

# "Misconduct"

has the meaning set out in Section 7;

# "Non-playing Position"

the position where the non-throwing Player must stand whilst waiting for their throw. This position will be behind the throwing Player and, if applicable, outside the Exclusion Zone in a position that does not obstruct Officials or broadcast facilities;

#### "Oche"

the line behind which Players are positioned when throwing;

# "Official(s)"

any official or officials appointed by the Promoter to officiate at a Darts Event; "Participant"

Anyone who participates in a Darts Event, whether as a Player or an Official, any person who acts as a DRA Registered Agent or who is a director, officer, employee, agent or representative of the Registered Agent, any director, officer or employee of the DRA, PDPA or PDC; and any other person under the DRA's jurisdiction who is able to influence any aspect of a Darts Event.

# "PDC"

means the Professional Darts Corporation;

# "PDPA"

means the Professional Dart Players Association;

# "Player"

any darts player whether or not a Member and whether or not registered as a darts player with the DRA and participating in any Darts Event or activity held under DRA rules; also means all competitors in DRA sanctioned events who are not members of the PDPA but have agreed by entering the event to be bound by DRA rules to play in any such events. This will apply from the date of entry to the event to a period of seven days after the event has concluded;

#### "Players' Association"

any official association representing the interests of playing members;

#### "Playing Attire"

the clothes and accessories worn by a Player during a Match;

#### "Professional"

a person engaged in the sport for reward through prize money or sponsorship rather than as a pastime;

#### "Promoter"

any organisation or individual promoting or organising, in whole or in part, a Darts Event under DRA Rules;

#### "Referee"

the Official appointed to take charge of Match play at a Match board or on Stage during a Darts Event;

# "Registered Agent" or "Registered Manager"

a Manager or Agent licensed by the DRA;

#### "Regulations"

the Articles of Association of The Darts Regulation Authority as amended from time to time;

"Scorer"

see definition of Marker;

#### "Second Referee"

an official who may be appointed by the Promoter to assist the Referee with the officiating of Matches at a Darts Event

#### "Stage Match / Official / Referee"

refers specifically to a Match played in isolation on a stage, generally in front of spectators, as opposed to on the floor or in a multi-board set-up;

#### "Suspension"/ "Suspended"

means that the person Suspended shall not be permitted to attend or participate in any way in DRA sanctioned activities or events recognised by the DRA and operated under DRA Rules, including but not limited to by way of playing, officiating, management, organisation, administration or promotion;

# "Tournament Director"

the person appointed by the Promoter to oversee the running of a Darts Event; **"Tournament Official"** 

any or each official appointed by the PDC a Promoter or Affiliated Organisation to officiate at a Darts Event;

#### "Tournament Rules"

the specific rules relating to a Darts Event laid down by the PDC, Affiliated Organisation or other Promoter;

# "Tournament Venue"

the physical location at or in which a Darts Event takes place.

- **2.2** Words importing one gender shall be construed as importing any other gender.
- **2.3** Words importing the singular shall include the plural and vice versa.

#### **3 CODE OF CONDUCT**

- **3.1** No Player or other person bound by these rules shall make or cause to be made any statement or commit or cause to be committed any act which in the reasonable view of the DRA is likely to bring into disrepute the sport of Darts.
- **3.2** No Player or other person bound by these rules shall act in a manner which may reasonably be considered to be prejudicial to the interests or standing of the DRA or which could reasonably be considered to injure or discredit the DRA.
- **3.3** Players shall, at all times (i.e. whether at a Darts Event or not), behave in a proper and correct manner consistent with their status as professional sportsmen.
- **3.4** Players shall not do anything which is likely to intimidate, offend, insult, humiliate or discriminate against any other person on the grounds of disability, religion, race, colour or national or ethnic origin, sex or sexual orientation.
- **3.5** Each Player shall participate in all Darts Events in a fair and sporting manner and shall cooperate with the DRA, PDC, PDPA and any other Affiliated Organisation or Promoter to promote and develop the sport of Darts.
- **3.6** Players will comply with and act in accordance with all reasonable instruction of the Tournament Director or any other Tournament Official.
- **3.7** Players must comply with the entry terms and conditions of each Darts Event in which they have entered.
- **3.8** Each Player shall perform and compete to the best of their ability in each Match and/or Darts Event in which they compete and will complete all matches. A Player who concedes a Match when it can still be won will be in breach of this rule.
- **3.9** No Player, Member or Official will bet or make any form of bet in connection with **any** Darts Event (this includes other Darts Events such as WDF/BDO Events), fix any aspect of a Match or provide inside information for persons to make money through betting **(see the betting rules at Appendix A).**
- **3.10** Players may not, before or during a Darts Event, make an agreement to produce a particular score or situation within a match or to share prize money between those players irrespective of the result.
- **3.11** No Player or Member will abuse, ignore or refuse reasonable requests from a broadcaster, the Promoter or the media at any Darts Event.
- **3.12** All Players, Members and Guests will desist from any behaviour which may reasonably be construed as gamesmanship before, during or after any Match at any Darts Event.
- **3.13** During Match play Players must not use offensive language or "mouth" any offensive language or be seen to be making offensive gestures.
- **3.14** Players must not recklessly throw their darts at any time.

- **3.15** Where a Player is required to mark a Match under the rules of a Darts Event or by the Tournament Director, any failure to do so will be a breach of the DRA rules.
- **3.16** Every invited Guest at a Darts Event is the responsibility of the respective Member or Player who may be held accountable for the Guest's behaviour regardless of whether the Member or Player is with the Guest at the time of any inappropriate behaviour by the Guest.
- **3.17** Where the behaviour of a Player or Official who is taking part in a Darts Event breaches the Tournament Rules, or is disruptive to the running of a Darts Event, the Tournament Director may instruct the person to immediately vacate the premises and may advise the person when and if they might return. The Tournament Director's decision will have immediate effect. In such circumstances the Player will be referred to the DRA for consideration as to any disciplinary action. Any Player, Member or Guest who is asked by the Tournament Director or other Promoter's representative to leave a Venue at which a Darts Event is taking place under the DRA Rules, or carry out any other instruction relating to the Darts Event, must do so immediately.
- **3.18** A Player shall continue to be bound by and required to comply with the Rules unless and until the Player retires/withdraws (as applicable) from participation in Darts and the DRA shall continue to have jurisdiction over him after such retirement/withdrawal to the extent necessary to deal with matters taking place prior to such retirement/withdrawal. *This section does not apply to non-PDPA Members who enter a DRA sanctioned Darts Event. In such cases they will be bound by the Rules from the point of entering the event until a period seven days after the conclusion of the Darts Event.*
- **3.19** All Players and Members will steadfastly adhere to the DRA Rules. Any breaches will invite disciplinary action in accordance with the DRA Rules.
- **3.20** The DRA may from time to time supplement, amend or vary these Rules. Such changes shall be deemed to be effective and binding on each Player as from the date of publication of the changes.

# **4 PLAYERS RESPONSIBILITIES**

- **4.1** Players will only enter into business relationships with Managers and Agents registered with the DRA.
- **4.2** In the event that a Player is approached or solicited in any way (whether directly or indirectly) to influence the outcome or conduct of any Darts Match whether or not in return for payment or any other form of remuneration or benefit (an "Approach"), that player (the "Reporting Player") shall report such an Approach to the DRA or the Tournament Director or their Players' Association as soon as reasonably practicable and in any event not later than 24 hours after any such Approach being made or the start of the Darts Match concerned (whichever is the earlier). Further, the Reporting Player shall provide the DRA or the Tournament Director or the approach and shall co-operate in any subsequent investigation and/or other action(s) arising out of such a report.
- **4.3** Any Player becoming aware of an Approach (as defined in 4.2 above) being made to another individual shall report such Approach to the DRA or the Tournament Director or

the PDPA as soon as reasonably practicable and in any event within 24 hours of becoming aware of such Approach.

- **4.4** Any Player who is aware of any other breach of the Rules with the exception of those breaches specifically provided for in 4.2 shall notify the DRA or the Tournament Director or the PDPA of such breach or breaches, as soon as reasonably practicable of becoming aware of that breach or breaches.
- **4.5** Each Player or Registered Agent shall co-operate with the DRA in any investigation carried out by or on behalf of the DRA under the provisions of these Rules including (but not limited to):
  - **4.5.1** Providing a written statement setting out in detail all of the facts and circumstances with respect to any alleged breach;
  - **4.5.2** Attending to answer questions and provide such information at a time and place determined by the DRA;
  - **4.5.3** Providing to the DRA upon its request any documents, information or any other material of any nature whatsoever held by the Player or Registered Agent; and
  - **4.5.4** Procuring and providing to the DRA upon its request any documents, information or any other material of any nature whatsoever not held by the Player or Registered Agent which the Player or Registered Agent has the power to obtain;
  - **4.5.5** Providing the DRA with access to all records relating to the alleged breach. This includes, but is not limited to; betting accounts, bank records, telephone records, internet service records, social media accounts, email and other records stored on phones, tablets, electronic devices, computer hard drives or otherwise. To facilitate this, the Player or Registered Agent will surrender any such devices for examination by the DRA or its representative.
- **4.6** Players will not, and not attempt to directly or indirectly, whilst subject to an exclusive Representation Contract with a DRA Registered Agent enter into a contract with another Agent whilst the original contract is in force unless:
  - **4.6.1** the DRA Registered Agent who is the other party to the exclusive Representation Contract has provided express written permission to the Player to do so; or
  - **4.6.2** the Representation Contract between the Player and the DRA Registered Agent has less than one month until termination by expiry of its term.
- **4.7** Whilst under contract to a Registered Agent, a Player shall not be eligible to make an approach to another Registered Agent for the purpose of entering into a contract with that Registered Agent until he enters the last three months of that contract.

- **4.8** A Registered Agent shall not make an approach to a Player who is under contract to another Registered Agent until the Player enters the last three months of that contract.
- **4.9** Any attempt by a Player or any agreement with any other person to act in breach of any provision contained in these Rules shall be treated for the purposes of these Rules as if a breach of the relevant provisions had been committed by the player himself.

# 5 GENERAL PLAYING RULES

# 5.1 Administration

- **5.1.1** Players shall provide their own darts which shall not exceed an overall maximum length of 200mm nor weigh more than 40 grams and shall consist of a metal point and a minimum of a barrel, stem and a flight.
- **5.1.2** The Promoter reserves the right to seed Players or Teams at any Darts Events in its absolute discretion.
- **5.1.3** All Players and Teams shall abide by and play within the DRA Rules and any Tournament Rules laid down by the DRA or the Promoter.
- **5.1.4** All Players and Teams shall play under the supervision and direction of the appointed Promoters in all Darts Events.
- **5.1.5** Any Player failing to comply with any of these General Playing Rules during or after a Darts Event shall be liable to disqualification from that Event at the discretion of the Tournament Director.
- **5.1.6** The interpretation of these General Playing Rules in relation to a Darts Event shall be determined by the Promoter whose decision on interpretation shall be final and binding.
- **5.1.7** Information concerning any interpretation in accordance with Playing Rule 5.1.6 shall be forwarded to the Board of the DRA for consideration of any amendment of these General Playing Rules.
- **5.1.8** Any matter not expressly covered by these General Playing Rules shall be determined by the Board of the DRA whose decision regarding determination shall be final and binding.

# 5.2 Throw

- **5.2.1** A Player shall throw darts from a standing position, excepting only in those circumstances when a physical disability or physical injury requires a Player to adopt a non-standing position (for instance from a wheelchair or similar form of support).
- **5.2.2** All darts must be deliberately thrown in an over arm fashion, one at a time, by and from the Player's hand.
- **5.2.3** A "Throw" shall consist of a maximum of three darts thrown consecutively (without interruption for any throw by any other Player) by a Player unless a leg, set or match is completed in less than three darts thrown by that Player.

- **5.2.4** If the throwing Player physically touches any dart which is in the dartboard during a Throw, then that Throw shall be deemed to have been completed.
- **5.2.5** Any dart bouncing off or falling out of the dartboard prior to being retrieved by the throwing Player after that Player's Throw does not count and shall not be re-thrown.
- **5.2.6** Player may utilise more than three different darts throughout the course of their Match providing they have informed the Tournament Director or Match Referee in advance of the Match starting.
- **5.2.7** Once a Player has thrown the final dart of their throw they should retrieve their darts in a timely fashion so as not to unduly disturb their opponent.

# 5.3 Starting and Finishing

- **5.3.1** In every Darts Event, each leg shall be played with a straight start from 501 to the finish at zero which must be on a "Double", unless stated otherwise in the playing format of a particular Darts Event.
- **5.3.2** The "Bull" shall count as 50 and if 50 is required to complete a leg, set or match then the Bull shall count as double 25.
- **5.3.3** The "Bust" Rule shall apply, namely if a Player scores more than the number required then that score shall not count and the Player's score shall revert back to the score the Player had prior to the Opponent's last throw.
- **5.3.4** A Game Shot called by a Referee is valid only if the thrown darts achieve the required finish.
- **5.3.5** If a Game Shot called by a Referee is declared invalid then the throwing Player shall have the right to continue the Throw which is in progress in an attempt to achieve the required finish.
- **5.3.6** If, as a result of any error declared under Clause 5.3.5 the throwing Player has retrieved a dart, or darts, then the Referee shall replace the dart, or darts, in or as near as is practicable to the same position or positions and then invite the throwing Player to complete that Throw.
- **5.3.7** Any dart or darts mistakenly thrown by a Player after scoring the Game Shot shall not be counted as the respective leg is concluded by the Game Shot.
- **5.3.8** The first Player to reduce the score required to exactly zero by obtaining the required "Double" is the winner of that leg.
- **5.3.9** The Referee will have the final say in all matters relating to starting and finishing.

# 5.4 Scoring

**5.4.1** A dart shall only score if the tip of the dart remains in or touches the face of the dartboard within the outer double wire and, having been "called", is retrieved from the face of the dartboard by the Player throwing that dart.

- **5.4.2** A scoring dart is counted by reference to the segment into which the point of the dart enters and remains in or touching the face of the dartboard.
- **5.4.3** Darts shall be retrieved from the dartboard by the throwing Player but only **after** the score has been called by the Referee or recorded by the Marker. Any Player who for genuine reasons of physical disability or physical injury is unable to retrieve their own darts from the board may nominate a representative to retrieve them for him. The representative must stand behind both players whilst they are throwing.
- **5.4.4** A protest about the score attained or called, after the retrieval of the darts from the board, *may* not be upheld.
- **5.4.5** All scores and subtractions made should be checked by the Referee, the Marker and the Players after each Throw and, where practicable, before the next Player's Throw commences.
- **5.4.6** Any error in the score can be corrected by the Referee at any time until Game Shot is called in that leg.
- **5.4.7** The actual score required by a Player must be shown on the score board, clearly visible at board level in front of the Players and the Referee.
- **5.4.8** The Referee shall act as an umpire in all matters pertaining to these General Playing Rules when conducting a Darts Event and shall, if it is necessary, consult with Scorers and other Officials before announcing any decisions during the course of Match play.

# 5.5 Dartboards

- **5.5.1** All dartboards shall be of the "Bristle" type and measure 451mm in diameter.
- **5.5.2** All dartboards shall be of the "1 20 Clock" pattern.
- **5.5.3** The inner narrow band shall score treble the segment number.
- **5.5.4** The outer narrow band shall score double the segment number.
- **5.5.5** The outer centre ring shall score 25.
- **5.5.6** The inner centre ring shall score 50 and shall be called the "Bull".
- **5.5.7** All the wires forming the doubles and trebles segments, inner and outer centre rings which together form the "Spider", shall be affixed to the face of the dartboard in such a manner that they lie flat on the face of the dartboard and feature no gaps or splits.
- **5.5.8** The dartboard shall be fixed in such a manner that the perpendicular height from the floor (to be at the same level as the Oche) to the centre of the Bull shall measure 1.73m.
- **5.5.9** The dartboard shall be fixed such that the 20 segment is coloured black and is at the top of the dartboard.

- **5.5.10** Subject to these General Playing Rules, the Tournament Director, whether requested or not, can decide that a dartboard should be changed at any time. In addition to this a Player or Team Captain shall have the right to request that a dartboard be changed during the course of a match. Such a request will be considered by the Referee or an Official and, if deemed appropriate, the board changed. Should the opposing Player or Team Captain object to the board being changed, the decision will be referred to the Tournament Director whose decision will be final and binding. Any change of the dartboard shall only be made before the start of or after the completion of a leg or at the next suitable break in play.
- **5.5.11** The changing or realignment of a dartboard shall only be carried out by an Official.
- 5.5.12 Other dartboards may be used only with the prior approval of the DRA.

# 5.6 Lighting

- **5.6.1** In a Darts Event all floor dartboards shall be adequately lit by a suitably positioned light fitting at each dartboard (namely, 11-13 watt LED or equivalent minimum intensity).
- **5.6.2** Dartboards used in Stage Finals shall be adequately lit by suitably positioned light fittings (namely, 2 x 11-13 watt LED or equivalent minimum intensity fittings).
- **5.6.3** All light fittings must be fitted with screens to, as far as possible, divert light from the Players' eyes when standing at the Oche.
- **5.6.4** In Stage Finals, the general level of illumination can be augmented by the use of "floods" and "spotlights" provided that in the opinion of the Promoter, Tournament Director or Referee such lighting does not create shadows on the dartboard during match play.

# 5.7 Oche and Playing Area

- **5.7.1** A raised Oche, a minimum of 40mm high, 20mm deep and 500mm wide, must be placed in position at the minimum throwing distance and shall measure from the back of the raised Oche 2.37m along the floor to a plumb line at the face of the dartboard.
- **5.7.2** In those circumstances where the Oche is set down on a raised playing area, then the raised playing area must be constructed such that it is centrally placed in relation to the dartboard; the minimum width at the Oche shall not be less than 1200mm and the minimum depth of the standing area to the rear of the Oche shall not be less than 1200mm.
- **5.7.3** During a Player's throw, no Player shall tread on any part of the raised Oche nor shall the Player deliver any dart whilst their feet are in a position other than grounded on the floor behind the toe edge of the raised Oche. Where this section is breached the score from the thrown dart will not count towards the score.
- **5.7.4** A Player wishing to throw a dart, or darts, from a point on either side of the raised Oche must keep their feet behind a straight line, the position of which shall be adjudged by the Referee, extending on either side of the raised Oche.

- **5.7.5** Checking the Oche and Playing Area dimensions will be done prior to every Darts Event by or on behalf of the Tournament Director and Players Association representative (if available). Adjustment to the Oche and playing area dimensions shall only be carried out by an appointed Official.
- **5.7.6** Where an Exclusion Zone is in place:
  - (i) it will be clearly marked and will measure at least 300mm on either side of the Oche and at least 900mm behind the Oche.
  - (ii) the Player with the Throw, after retrieving their darts, will be obliged to turn to their right and exit the exclusion zone as soon as practicable to walk back to the non-playing position in a timely manner.
  - (iii) the non-throwing Player must not enter the Exclusion Zone behind or at the side of the Oche until the throwing Player has released the final dart of their Throw.
  - (iv) the non-throwing Player should not commence their Throw until the opposing Player has exited the Exclusion Zone following the retrieval of their darts.
- **5.7.7** Where a Second Referee is appointed, their powers will be as wide ranging as those of the Stage Referee. In particular, the Second Referee will supervise scoring corrections, the Exclusion Zone and general behaviour including at Match breaks which is out of sight of the Stage Referee. The Stage Referee has primacy over decisions and the role of the Second Referee is to assist and advise the Stage Referee.

# 5.8 Tournament Playing Rules

- **5.8.1** Unless stated otherwise Darts Events shall be run on a knockout basis.
- **5.8.2** Darts Events may involve a Round Robin process (namely, each Player or team plays every other Player or team in that Event).
- **5.8.3** Decisions on all matters pertaining to the General Playing Rules in any Darts Event shall be made by the Promoter whose decision shall be final and binding.
- **5.8.4** All Players shall play within these General Playing Rules and, where necessary, any Tournament Rules laid down in formal written or electronic communications between the Promoter and the Player.

# 5.9 In Play Sanctions

- **5.9.1** During Match play in a Darts Event, sanctions may be issued by the Referee or Tournament Director in the following circumstances:
  - (i) Persistent gamesmanship;
  - (ii) Aggressive behaviour;
  - (iii) Physical contact;
  - (v) Visible or verbal obscenity;
  - (vi) Encouraging the Referee to issue a warning to an opponent.
- **5.9.2** Where the circumstance as itemised in 5.9.1 occur ; the Referee or Tournament Director will:

- (i) in the first instance issue a formal warning to the Player;
- (ii) if the behaviour continues or any other behaviour itemised in 5.9.1 occurs; a second warning will be given and the Player will be told that if he continues with the behaviour he will be docked one leg;
- (iii) if the behaviour continues the Player will be immediately be docked the leg in progress or the leg that has just concluded and warned that they will forfeit the Match if the behaviour continues;
- (iv) if the behaviour continues the Player will forfeit the Match.
- **5.9.3** In the case where a Player makes serious physical contact with their opponent or anyone else whilst involved in a Match, at any point from the time they enter the Stage or Playing Area at the start of the Match until when they exit the Stage or Playing Area at the end of the Match, the Referee or Tournament Director will immediately disqualify that Player and ensure that the Player is removed from the venue.

#### 5.10 Entry

- **5.10.1** Entries to a Darts Event will be under the sole discretion of the Promoter.
- **5.10.2** Only the Player or Players named on an entry form as the competing individual or Team shall be eligible to play in the relevant Darts Event.
- 5.10.3 No Player shall play for more than one Team in any respective Darts Event.
- **5.10.4** The entry form by a Player or Team for a Darts Event and the acceptance of that entry by the Promoter shall be deemed as an acceptance by that Player or team of these General Playing Rules in relation to that Darts Event.
- **5.10.5** Players who wish to withdraw from a Darts Event they have entered must appropriately notify the Promoter prior to the closing date if they wish to apply for a refund of their entry fee, which will only be considered with the support of a doctor's certificate (not self-certified) or in the event of a serious family issue with supporting evidence.
- **5.10.6** Players who enter a Darts Event but decide not to travel, or wish to otherwise withdraw, are required to inform the Promoter.
- **5.10.7** Players who enter and then subsequently withdraw from a PDC ProTour or Premier Event after the cut-off date will receive standardised fines from the DRA as specified in the PDC Order of Merit Rules. The fines will increase with each further contravention and may result in a Suspension.

#### 5.11 Registration

**5.11.1** All Players shall register at each Darts Event at scheduled times which are predetermined by the Promoter.

- **5.11.2** Any Player failing to register by the notified time will, save in exceptional circumstances to be decided by the Tournament Director, be eliminated from that Darts Event, in which instance no entry fee shall be refundable.
- **5.11.3** Any Player or Team that is not in attendance at the Match Board when required to play at the nominated time or when the Referee for their Match calls 'Game On', will, save in exceptional circumstances to be decided by the Tournament Director, forfeit that leg, set or match, whichever, at the discretion of the Tournament Director or as laid down in the Darts Event rules, is applicable. In such instances no Entry Fee shall be refundable.
- **5.11.4** The Promoter reserves the right to alter scheduled times and the playing format of a Darts Event whenever it is deemed necessary.

# 5.12 Draw

- **5.12.1** The Promoter shall perform the draw for a Darts Event and once the draw has been made no changes will be made even if a Bye is created by non-attendance.
- **5.12.2** No substitutes shall be allowed in a Darts Event run for individual Players other than when this is allowed for in the Tournament Rules of the Event.
- **5.12.3** No substitutes shall be allowed after the first round of a Team Darts Event unless the Tournament Rules of the particular Darts Event allow for reserve members of a Team to be used, or in extenuating circumstances, allowed in the absolute discretion of the Promoter.

# 5.13 Order of Play

- **5.13.1** It is recommended that the Order of Play for a Match shall be determined by a throw at the Bull in a manner prescribed by or on behalf of the Tournament Director, unless otherwise specified in the Tournament Rules.
- **5.13.2** The winner of the throw at the Bull shall have the choice to throw first in the first leg or set and all odd alternate legs or sets thereafter in that respective Match.
- **5.13.3** If the Order of Play has not been correctly adopted then that respective leg shall be stopped and then re-started using the correct Order of Play.
- **5.13.4** If legs have already been completed using an incorrect Order of Play then the results determined in those legs shall stand but the next leg shall be started using the correct Order of Play.
- **5.13.5** Darts that hit and remain in the Bull or the 25 bed shall be retrieved by the Player before the opponent throws a dart. Only those darts that hit the bull or 25 will count in deciding the order of play.
- **5.13.6** If a dart rebounds from the board or falls out of the board during a throw then the Player shall throw a further dart, or darts, until one remains in the board.
- **5.13.7** If the darts thrown for the Bull prove to be a tie then both Players shall retrieve their darts and shall throw again in reverse order until one dart is nearer the Bull.

#### 5.14 Practice

- **5.14.1** Each Player is entitled to a specified number of practice darts to be thrown at the assigned Match board prior to the Match commencing. No other practice darts may be thrown during that Match without the prior permission or instruction of the Referee or appropriate Official. If no number is specified, this shall be deemed to be nine.
- **5.14.2** In Round-Robin Events a Player's practice darts shall be no more than three in number for the second and subsequent visits to the Match board.
- **5.14.3** Practice Boards may be provided by the Promoter for the use of Players in that Darts Event.

#### 5.15 Tournament Play

- **5.15.1** In Tournament play all Players shall play under the supervision and direction of the Promoter and appointed Officials.
- **5.15.2** No person shall be allowed within the playing area other than a Promoter, Tournament Director, Referee, Marker, Scorer or Player, unless with the express consent of the Tournament Director. The playing area will be defined by the Tournament Director in each event.
- **5.15.3** In Stage Finals the Players shall engage in Match play under the supervision and direction of Stage Officials and in between throws shall stand in the non-playing position.
- **5.15.4** During Match play all Players shall remain silent during their opponent's throw. No prompting shall be allowed by any other Player or any Official. The opponent's throw is deemed to have commenced once the other Player has retrieved their darts from the board.
- **5.15.5** The voicing of an enquiry or protest in a reasonable manner to the Referee relating to the Match in progress shall not constitute a breach of Clause 5.15.4.
- **5.15.6** A Player at the Oche is entitled to consult with the Referee on the amount scored or required at any time during a throw. However, the Player shall not be advised on how to finish. It is the Player's responsibility to check that any score given is correct.
- **5.15.7** In Team events where Players throw in rotation, the order of throwing must be determined and displayed on the Match board before the first Throw of that leg, set or Match, whichever is applicable.
- **5.15.8** Any protest must be lodged with the Match Officials at the time of the alleged score violation and a judgement given on the spot before the leg, set or match is allowed to continue. Any late protests will not be considered.
- **5.15.9** If a Player's playing equipment becomes damaged or is lost during the course of a Throw then the Player shall be allowed an appropriate amount of time at the discretion of the Referee in which to repair or replace the playing equipment.

**5.15.10** A time limit set by the Referee, and taken only with the Referee's permission, shall be allowed in the instance of a Player requiring to leave the playing area in exceptional circumstances during the course of Match play. The Referee has total discretion on what constitutes "exceptional circumstances" in this regard.

# 5.16 Tie-Break

- **5.16.1** Tie-Breaks may be employed in Darts Events at the discretion of the Promoters and laid out in Tournament Rules in advance.
- **5.16.2** There will be no throw for the Bull to determine which Player throws first in a final leg tie-break; the Player who threw first in the opening leg of the Match would throw first in any final leg tie-break situation. The Player who wins the final leg tie-break is the winner of that Match.

# 5.17 Playing Attire

- 5.17.1 Players are not permitted to wear jeans: neither shall they wear trousers or skirts made with denim or corduroy material which have been fashioned in a "jeans style". No non-formal footwear will be allowed unless the Player has obtained permission from the Tournament Director prior to their Match. This restriction shall also apply to any form of active sportswear, leisure or training attire. The final decision on attire will rest with the Tournament Director.
- **5.17.2** No headgear, other than on religious grounds, or medical grounds with written medical reasons from a qualified practitioner, shall be worn without the prior permission of the Promoter following a written application from the Player.
- **5.17.3** Players are not permitted to wear anything over their approved Playing Attire in any introductions, Match play on stage, media commitments and presentations, other than at the discretion of the Promoter.
- **5.17.4** Players are not permitted to wear earphones or headphones during the throw at the Bull prior to the match or during Match play.
- **5.17.5** In all Darts Events the Playing Attire of any participating Player shall be subject to the Promoter's approval. Any unacceptable Playing Attire must be changed before that Player can participate in any introductions, Match play on stage, interviews and presentations.
- **5.17.6** Any Player refusing to meet with a Promoter's requirements in respect of that Player's Playing Attire shall be liable to forfeit that respective match and shall be reported to the Board of the DRA for disciplinary proceedings to be considered.

#### 5.18 Alcohol

- **5.18.1** No alcoholic drinks shall be consumed or taken outside the designated practice area by any Player or Official whilst engaged in any Darts Event.
- **5.18.2** Any Player found to be in breach of Clause 5.18.1 may be liable to forfeit that respective Match and shall be reported to the DRA for disciplinary proceedings to be considered.

**5.18.3** The DRA, or a Promoter, shall reserve the right to prohibit the consumption of alcoholic drinks at any Event under its jurisdiction if it is considered to be in the best interests of the promotion of the sport of Darts to do so.

# 5.19 Anti-Doping

- **5.19.1** The DRA adopts a full anti-doping regime with regard to the Sport of Darts. The antidoping rules of the DRA are the UK Anti-Doping Rules published by the Drug-Free Sport Directorate of UK Sport (or its successor), as amended from time to time (see <u>www.ukad.org.uk</u>). Such rules taking effect and being considered as rules of the DRA or, alternatively, in place of the UK Anti-Doping Rules, other equivalent anti-doping rules specifically produced or adopted by the DRA from time to time. Any such alternative anti-doping rules will include the adoption of the WADA Prohibited List<sup>1</sup>.
- **5.19.2** While it is an individual Player's responsibility to ensure that they are able to compete within the framework of the rules and regulations relating to anti-doping, the DRA does adopt a supportive role in relation to assisting Players to be able to compete fairly. The DRA has a designated person within its organisation who will be able to assist in relation to the impact of the Regulatory framework.

# 5.20 Amendments and Additions

**5.20.1** The DRA reserves the right to add to or amend any or all of these General Playing Rules to meet any purpose deemed to be necessary at any time by the DRA or its Board.

# 5.21 General Playing Rules Copyright

- **5.21.1** The entire contents of these General Playing Rules are the copyright of the DRA and may not be reprinted, copied, duplicated or otherwise reproduced, wholly or in part, without the prior written consent of the copyright owner.
- **5.21.2** When a Darts Event is being staged outside the jurisdiction of the DRA, the Organisers of that Darts Event may be given consent to state that "the DRA General Playing Rules apply" on entry forms and other Darts Event literature. Consent to do this can only be obtained by making application in writing to The DRA Board, Moore Tibbits Solicitors 34 High Street, Warwick, Warwickshire, CV34 4BE, United Kingdom.

# 6 DISCIPLINARY POWERS OF THE DRA

- **6.1** In accordance with Regulation 13 of the DRA's Articles of Association (a copy of which is reprinted as an appendix to this DRA Rule Book), the Board of the DRA has the following powers to discipline Members or Players for any breach of the DRA Rules:
  - 6.1.1 to charge a Member or a Player with a breach of the DRA Rules;
  - **6.1.2** to hear complaints from another Member, a Player or any person with responsibility under the Regulations for any matter referred to in the DRA Rules that a Member or a Player has breached the DRA Rules;
  - **6.1.3** to hear the charges or complaints and to determine whether a Member or a Player has breached the DRA Rules;

<sup>&</sup>lt;sup>1</sup> 5.19.1 and 7.2 amended and ratified by the DRA Board on 29<sup>th</sup> December 2022

- **6.1.4** to immediately suspend a Player from DRA sanctioned events as in section 8 of these Rules prior to charge or a hearing.
- **6.1.5** discipline a Member or a Player for a breach of the DRA Rules including without limitation by way of expulsion (whether from membership of the DRA or from the physical area at which a DRA Event is taking place), public reprimand, fine and/or Suspension as the DRA Board may think fit including without limitation the power to suspend the operation of any disciplinary measure;
- 6.1.6 to hear appeals from any decision on a charge or complaint or disciplinary action;
- **6.1.7** to refer charges, complaints or appeals for resolution by any means of alternative dispute resolution which complies with the rules of natural justice; and
- **6.1.8** to make regulations with respect to the procedures for exercising any of the powers of the DRA Board under this rule, subject to the prescribed procedures in the DRA Rules, including without limitation the regulation of the exercise of powers to cancel, modify or suspend Members' or Players' rights and privileges by the Disciplinary Committee.

# 7 MISCONDUCT

- 7.1 The sanctions set out in Section 15, below, may be imposed on any Player or any person who was at the time of the relevant incident subject to or bound by these Rules who is found to have committed an act or acts of Misconduct as non-exclusively defined in 7.2 below.
- 7.2 For the purpose of these Disciplinary Rules the following shall amount to "Misconduct":
  - 7.2.1 a breach of the DRA's Articles of Association;
  - **7.2.2** a breach of the DRA's Rules and Regulations, including and in addition (without limitation):
    - (i) the Anti-Doping Rules;
    - (ii) breach by a Player of obligation in respect of a contract arising from the Player's status as a professional sportsman;
    - (iii) other act or default of a Player that in the reasonable opinion of the Disciplinary Committee or its Chairman is capable of bringing the Player and/or the sport of Darts into disrepute.

# 7.2.3 a failure:

- (i) to provide full or true information or evidence to the Chairman of the Disciplinary Committee, the Disciplinary Committee or Appeals Committee pursuant to these Rules; or
- (ii) to respect, recognise, abide by and/or comply with any decision made hereunder.
- **7.3** An act or omission on the part of an individual who later becomes a Player and such act or omission would have amounted to Misconduct if the individual had been a Player at the time.

# 8 SUSPENSION PRIOR TO AN INVESTIGATION OR HEARING

- **8.2** The Disciplinary Committee will normally consider a complaint made against a Player before it exercises the right to impose a Suspension on the Player concerned, but where a complaint is deemed to be of a serious or potentially serious nature, the Chairman of the Disciplinary Committee or in their absence an alternate Disciplinary Committee Member, may immediately suspend a Player from DRA sanctioned events if he considers the alleged complaint to be so serious that immediate Suspension is necessary prior to any Hearing date.
- **8.3** In such circumstances the Player will be informed in writing by the person making the decision to suspend the Player, of the determination and the reasons for it.
- **8.4** Any Player upon whom Suspension has been imposed in this manner may appeal by notice in writing to the DRA within 14 days of being informed of their Suspension, setting out the grounds of the appeal. The appeal will be considered on paper by the Chairman of the Appeals Committee. Their decision shall be final and binding. The Chairman of the Appeals Committee may order the Player to pay an administrative fee in the event of an unsuccessful appeal.

# 9 THE DISCIPLINARY COMMITTEE

- **9.1** A Disciplinary Committee shall be appointed by the DRA Board. It shall consist of a Chairman who may or may not be a member of the DRA Board and at least two other individuals who may or may not be members of the DRA Board.
- **9.2** The DRA Board shall also appoint an alternate Disciplinary Committee Chairperson to act when the Disciplinary Committee Chairperson is unable to act.
- **9.3** Where the Disciplinary Committee sits to hear a matter, the quorum shall be two.
- **9.4** There shall be an Appeals Committee to deal with appeals under sections 13 and 14 of these Rules. The Chairman of the Appeals Committee shall be appointed by the DRA Board and will be responsible for the provision of Appeal Committee Members as and when required and to deal with all aspects of any appeals against findings by the Chairman of the Disciplinary Committee or the Disciplinary Committee.

# **10 INITIAL PROCEDURE**

- **10.1** Where the DRA receive a complaint in writing or is of the opinion that a Member or a Player or other person bound by the DRA Rules may have breached the DRA Rules, the Chairman of the Disciplinary Committee or the equivalent person in an Affiliated Organisation, shall consider the matter and may:
  - **10.1.1** determine not to proceed with the matter;
  - **10.1.2** write to the person or persons concerned, seeking their views on the substance of the complaint or matter that has arisen; and/or
  - **10.1.3** charge the Member or a Player with the breach and refer the matter for hearing by the Disciplinary Committee;
  - **10.1.4** deal with the complaint under the section 11.4

- **10.1.5** refer the matter for hearing by the Disciplinary Committee; or
- **10.1.6** refer the matter for alternative dispute resolution (see Rule 20 below).
- **10.2** Where a Player or member is charged with an offence the notification will be considered served where an e-mail is sent to their or her registered e-mail address or where the Player does not have access to e-mail by a letter to their registered address. The registered address is that registered by the Player or other person bound by the DRA Rules with the PDC, DRA, PDPA or appropriate Affiliated Organisation. It is the responsibility of the Player or other person bound by the DRA Rules to ensure that their contact details are up to date and accurately recorded with the DRA, PDC, PDPA, or appropriate Affiliated Organisation.
- **10.3** The Player or other person will be notified of the complaint in writing and given 14 days in which to respond to it prior to any hearing or other resolution.
- **10.4** Every Player or other person to whom such enquiries are made is under a duty to give a full and truthful response within 14 days unless exceptional circumstances can be evidenced that prevent this. Failure to provide a full and truthful response may amount to Misconduct.
- **10.5** Before reaching a conclusion on how to proceed with the complaint, the Chairman of the Disciplinary Committee or the equivalent person in an Affiliated Organisation, shall be entitled to make all appropriate enquiries, and to seek such advice as they deem appropriate, and if he thinks fit, to seek external expert advice, including legal advice.
- **10.6** If the Chairman of the Disciplinary Committee or the equivalent person in an Affiliated Organisation, shall be of the opinion that no further action should be taken in relation to the matter. The Player will be notified accordingly.

#### **11 DISCIPLINARY PROCEDURE**

- **11.1** Where the Disciplinary Procedure involves an Affiliated Organisation, the Affiliated Organisation may refer cases to the DRA for disciplinary action under these rules or to conduct an Appeal Process on behalf of that organisation.
- **11.2** In cases where the Affiliated Organisation do not use the DRA Disciplinary Procedure; the DRA imposes the following obligations on the Affiliated Organisation;
  - **11.2.1** that the Affiliated Organisation will abide by the DRA Rules;
  - **11.2.2** that it will have in its rules a procedure that closely follows the DRA Disciplinary Procedure outlined in sections 10-14;
  - **11.2.3** That it will nominate a person to act as the equivalent to the DRA Chairman of the Disciplinary Committee and will inform the DRA of the name of the person nominated and notify any future changes to that nominated person;
  - **11.2.4** that it will have a committee to deal with disciplinary issues that will fully report its processes and outcomes and will inform the DRA of the names of the persons

on that committee and notify any future changes to that committee's membership;

- **11.2.5** that it will have an appeal process similar to the DRA Appeals Process;
- **11.3** Where an Affiliated Organisation refers a Player to the DRA it shall:
  - **11.3.1** Obtain the evidence that the Affiliated Organisation will seek to rely on and forward that together with a report of the circumstances and the rule breaches alleged to the DRA Disciplinary Committee.
  - **11.3.2** In the case of an appeal; the Affiliated Organisation will forward the evidence considered by the original Disciplinary Committee and any submissions and findings reached by the committee. committee
- **11.4** Where the Misconduct is of a minor nature or the Player or other person concerned fully admits the Misconduct in their response, the Chairman of the Disciplinary Committee or the equivalent person in an Affiliated Organisation, at their discretion may consider the matter on paper. He shall exercise all the powers of the Disciplinary Committee save that he may not suspend a player from playing in a Darts Event, nor impose a fine exceeding £500 plus costs.
- **11.5** Where the Misconduct has a standardised fine or is a fail to mark offence it may be levied immediately.
- **11.6** If the Chairman of the Disciplinary Committee or the equivalent person in an Affiliated Organisation, decides that there should be a disciplinary hearing he shall write to the Player or other person concerned notifying him that there will be a disciplinary hearing and specifying the charge(s).
- **11.7** At least 14 days prior to the hearing, the player will be notified in writing of:
  - **11.7.1** The time, date and venue of the hearing; and
  - **11.7.2** the particulars of all charges and complaints to be heard and the grounds upon which they are based; and
  - **11.7.3** that the Member or Player may do one or more of the following:
    - (i) attend and speak at the hearing;
    - (ii) submit to the Disciplinary Committee at or prior to the hearing written representations relating to the matter;
    - (iii) procure representation at the hearing by any person.
- **11.8** In the event that a Player or other person concerned does not wish to attend or to have anyone attend on their behalf the Disciplinary Committee at its discretion may hold the hearing by audio or video conference. In such an event the Player or other person concerned, or person representing them may take part in all or part of the hearing.
- **11.9** In exercising its functions under these Disciplinary Rules, the Disciplinary Committee shall have broad discretion to regulate its own procedure. Without prejudice to the generality

of this power, the Disciplinary Committee may do any of the following;

- **11.9.1** order the parties to attend a case management hearing in advance of the substantive hearing where matters of evidence and procedure may be decided;
- **11.9.2** extend or vary any time limit set out in these Disciplinary Rules;
- **11.9.3** adjourn the proceedings, whether prior to a scheduled hearing date or during the hearing, to allow time for the submission of further evidence or for any other reason;
- **11.9.4** order a party to pay the costs of any case management or other interim or adjourned hearing;
- **11.9.5** ask questions directly of any party or witness;
- **11.9.6** exclude evidence on grounds of inadmissibility, lack of relevance or failure to comply with directions;
- **11.9.7** make appropriate directions (whether in advance of the hearing or at the start or during the hearing) with respect to the conduct of proceedings;
- **11.9.8** require that any party or other person subject to the disciplinary jurisdiction of the DRA disclose documents or other material relevant to the case to another party or to the Disciplinary Committee.

#### **12 DISCIPLINARY HEARING**

- **12.1** The burden of proof in respect of any allegation shall be on the DRA and the standard of proof shall be on the balance of probabilities (that is, whether it is more likely than not that the Misconduct occurred).
- **12.2** Every person giving evidence before the Disciplinary Committee is under a duty to give full and truthful evidence.
- **12.3** The Disciplinary Committee shall not be obliged to follow the strict rules of evidence. It may admit such evidence as it thinks fit and accord such evidence such weight as it thinks appropriate in all the circumstances.
- **12.4** At any Disciplinary Hearing to deal with a charge or complaint, the Committee must:
  - **12.4.1** give the Member or Player or other person concerned their permitted representatives an opportunity to make oral representations;
  - **12.4.2** consider any written representations submitted to the Committee by the Member or the Player or other person concerned or on their behalf;
  - **12.4.3** make a determination whether the DRA Rules have been breached by the Member or the Player or other person concerned; and
  - **12.4.4** make a determination of the sanction or sanctions to be imposed on the Member or the Player or other person concerned.

- **12.5** Having reached its final decision, the Disciplinary Committee shall communicate that decision either at the time of the hearing or as soon as possible thereafter in writing to the person affected.
- **12.6** A decision of the Disciplinary Committee, subject to the right of appeal set out in section 14, shall be deemed to be a decision of the DRA and shall be final and binding on all and, without prejudice to any other provision of the Rules, any financial penalty or order as to costs shall be enforceable as a debt.

# **13 APPEALS IN CASES OF MINOR MISCONDUCT**

- **13.1** Where a Misconduct issue has been dealt with by the Chairman of the Disciplinary Committee (under section 11.4), the person concerned may appeal in writing to the DRA within 14 days of being informed of the outcome of the case.
- **13.2** The appeal shall be considered by the Chairman of the Appeals Committee. The appeal will be conducted by way of review, taking account also of the Player's representations made for the purpose of the appeal in writing. Other than where the Chairman of the Appeals Committee deems that there are exceptional circumstances, the appeal will be conducted based on paper without a hearing. The decision of the Chairman of the Appeals Committee shall be final and binding.
- **13.3** Pursuant to this Section, on an appeal, the Chairman of the Appeals Committee can impose a greater sanction than that originally imposed by the Chairman of the Disciplinary Committee.
- **13.4** The Appeals Committee may order the unsuccessful Party to pay costs.

# 14 APPEALS AGAINST FINDINGS OF THE DISCIPLINARY COMMITTEE

- **14.1** Any Player found by the Disciplinary Committee to be guilty of Misconduct or to have committed a breach of these Rules shall have the right to appeal in accordance with this Section.
- **14.2** An appeal further to Section 14.1 shall be referred to the Appeals Committee. The Appeals Committee for each individual case shall consist of the Chairman of the Appeals Committee alone or of one or two others co-opted to sit as members of the Appeals Committee.
- **14.3** A Player or other person concerned shall have 14 days to submit a Notice of Appeal from the date the relevant written decision is sent to the person affected. The written Notice of Appeal shall be sent, along with copies of all relevant documents, to the DRA so as to be received by it within the 14 days deadline. The Notice of Appeal shall set out the specific aspect(s) of the decision being challenged on appeal, clearly stating whether the appeal is against the finding of guilt or the sanctions imposed (or both) and the grounds upon which the appeal is made. The Notice of Appeal must be accompanied by a deposit in the amount of £800 (subject to review by the DRA from time to time), as an initial security for the costs of the appeal.
- **14.4** The DRA reserve the right to seek a further security for the costs of the appeal to be lodged in cases where the costs are expected to exceed £800.
- **14.5** Notice of Appeal submitted late or which otherwise fails to comply with 14.3 shall, in the absence of good cause shown, be rejected without the need for further consideration. In

the event that a Party shall fail to comply with directions given by the Appeals Committee in the course of an appeal, the Appeals Committee may on the application of either party or of its own motion (with or without a hearing) order that the party in default take no further part in the proceedings or that the appeal be dismissed on such terms as to costs as may be reasonable.

- **14.6** As soon as possible following receipt of the Notice of Appeal, the Chairman of the Appeals Committee shall convene an Appeals Committee and shall advise the parties of its composition and in the case of a hearing, of the date, time and venue of it.
- **14.7** The Appeals Committee shall have broad discretion to regulate its own procedure.
- **14.8** The Appeals Committee will consider and review all of the documents and evidence submitted to the Disciplinary Committee in the proceedings and will consider the appeal on paper. The Appeals Committee shall have absolute discretion to admit or refuse any new evidence tendered by any party and also to adjourn the proceedings for the purpose of taking any new evidence if it comes to light.
- **14.9** If the Chairman of the Appeals Committee deems that there are exceptional circumstances he may convene a hearing. In the case of such a hearing the Appeals Committee may require the attendance of any witnesses heard by the Disciplinary Committee.
- **14.10** In a case where the appeal is solely against the sanction imposed, it will be considered by the Appeals Committee by way of review, taking account the representations of the person concerned in writing. Other than where the Appeals Committee deems that there are exceptional circumstances the appeal will be conducted on paper without a hearing.
- **14.11** Having considered all of the evidence tendered to it, and having allowed the parties to the appeal sufficient opportunity to make submissions on paper or in person at a hearing, the Appeals Committee will consider its decision.
- **14.12** A decision of the Appeals Committee is final.
- **14.13** The Appeals Committee may:
  - 14.13.1 affirm the decision appealed against;
  - **14.13.2** set aside the decision appealed against and quash any finding made or sanction imposed;
  - **14.13.3** set aside only part of the decision appealed against;
  - **14.13.4** substitute for the findings of the Disciplinary Committee (as the case may be) its own decision on 'liability' (e.g., finding a Player culpable of a lesser or greater offence) and/or substitute for the sanction imposed below its own sanction; and/or
  - **14.13.5** take any other step that it considers necessary to deal justly with the appeal.

- **14.14** Pursuant to this Section, following an appeal, the Appeals Committee can impose a greater sanction than that which was imposed by the Disciplinary Committee.
- **14.15** The Appeals Committee may order the affected party to pay all or part of the costs of the hearing.
- **14.16** In its decision, the Appeals Committee shall include a direction as to the treatment of the deposit made further to Section 14.3 and 14.4, above.

#### **15 SANCTIONS**

- **15.1** Where a Player or other person concerned is found guilty of Misconduct or otherwise in breach of the Rules, the Disciplinary Committee or the Appeals Committee (as the case may be) may impose upon the that person one or more of the following sanctions:
  - **15.1.1** temporary Suspension for a period fixed in time or by reference to particular events;
  - **15.1.2** permanent Suspension (with or without the possibility of reinstatement, which may be conditional);
  - **15.1.3** a fine;
  - **15.1.4** the withholding of all or a proportion or any prize money earned from a Darts Event;
  - **15.1.5** a reprimand or censure in respect of conduct;
  - **15.1.6** a suspended sanction (being a sanction which is only invoked in the event that the person concerned is found to have committed another act of Misconduct or breach of the Rules within a stated time of the date of the decision, whether or not the further offence took place before the decision);
  - **15.1.7** such other sanction(s) as the Disciplinary Committee or the Appeals Committee (as the case may be) shall see fit in all of the circumstances of the case.
  - **15.1.8** In the case of Players who enter and then subsequently withdraw from a PDC ProTour or Premier Event after the cut-off date they shall receive standardised fines from the DRA as specified in the PDC Order of Merit Rules. The fines will increase with each offence and may result in a Suspension on a fourth offence in a one year period:
- **15.2** In the absence of other agreement, a fine and any costs contribution imposed on a player or other person concerned pursuant to these Rules must be paid within 14 days of notification. If a Player fails to comply with the provisions of this Section the fine will be increased by 50% and the Player concerned will automatically be suspended.
- **15.3** Where the Disciplinary Committee imposes any period of Suspension, that period shall run from the date of the written decision, even if a Notice of Appeal is submitted.
- **15.4** Where a Player is already subject to a Suspension imposed under section 8, the period shall run from the date of the Player's original Suspension.

**15.5** In appropriate cases, the Disciplinary Committee or the Appeals Committee may recommend that a complete dossier of the evidence submitted in the course of the proceedings be prepared and sent to the relevant public authorities, with a view to an investigation being undertaken by such authorities to establish whether a criminal offence has been committed. *In such an event, the Disciplinary Committee or the Appeals Committee (as the case may be) may at its sole discretion determine that the disciplinary proceedings against the person concerned be stayed pending the outcome of criminal proceedings and/or the results of any investigation undertaken by such authorities.* 

# 16 WAIVER OF MINOR PROCEDURAL IRREGULARITIES

**16.1** Without prejudice to the right of the Disciplinary Committee and the Appeals Committee to regulate their own procedures, where at any time in the course of any disciplinary proceedings carried out under these Rules there has been a breach of procedure or failure to follow any direction given, this shall not invalidate the proceedings unless such breaches have been such as to seriously and irremediably prejudice the position of the person concerned.

# 17 COSTS

- **17.1** The Disciplinary Committee, and/or the Appeals Committee may order one or other party to bear all or some of the costs of the proceedings held before them, including the costs of convening and holding the proceedings and any other party's costs.
- **17.2** In the case of an appeal against a finding for a case dealt with under 11.4 where the misconduct is of a minor nature or where the Player or other person concerned fully admits the Misconduct in their response offence, the Appeals Committee may cause an administrative fee (being an assessment of the costs reasonably incurred or expended by the DRA in the administration of this process) to be paid by the person concerned in the event of an unsuccessful appeal.
- **17.3** No person who has a penalty of any kind imposed upon him by a determination of any DRA Committee shall have any claim against the DRA, any Committee, Members or any officer, employee, contractor or agent of the DRA even if the determination is subsequently found to be invalid or is overturned on appeal.

# **18 CONFIDENTIALITY**

- **18.1** Save where the Disciplinary Committee or the Appeals Committee (as applicable) orders otherwise, all disciplinary proceeding in accordance with these Rules shall take place in private and the public and the media shall have no right of access to the room where the hearing is taking place.
- **18.2** The Disciplinary Committee and the Appeals Committee shall not issue any press statement or conduct any press conferences. All media announcements in relation to any decision of the or the Appeals Committee shall be made or approved by the Chairman of the Disciplinary Committee. There shall be no obligation on the DRA to make public the sanctions imposed or findings made in the course of any hearing.

#### **19 GOVERNING LAW AND JURISDICTION**

- **19.1** These Rules and any dispute arising out of or in connection with them (including any dispute or claim relating to non-contractual obligations) shall be governed by and construed in accordance with English law, without regard to its conflict of law rules.
- **19.2** Subject strictly to the internal dispute resolution mechanisms provided for in these Rules, the courts of England and Wales shall have exclusive jurisdiction over any matter arising in relation to these Rules (including any non-contractual disputes or claims).

#### 20 ALTERNATIVE DISPUTE RESOLUTION

- **20.1** The Chairman of the Disciplinary Committee or Chairman of the Appeals Committee may, with the agreement of the Member or Player affected, refer a matter or any issue arising in a matter under its control to arbitration, conciliation, mediation, expert determination or any other appropriate method of alternative dispute resolution.
- **20.2** An assessment of the costs of such referral will be made and the Chairman of the Disciplinary Committee may direct that an amount equal to the assessment of the costs of the hearing or any part thereof is deposited with the DRA prior to the commencement of any such alternative dispute resolution.
- **20.3** The procedural and other rules applying in the forum to which the matter is referred will apply to the resolution of the matter.
- **20.4** If, under the rules applying to the method of alternative dispute resolution chosen, the matter is not finally determined so as to be binding on the Member or Player or other person concerned after a reasonable attempt has been made to resolve the matter, action may be continued against the person under the DRA Rules.
- **20.5** A Committee may take into consideration any report, recommendation or determination made in the course of the attempted alternative dispute resolution when the Committee makes any determination under the DRA Rules.

# **APPENDIX 1**

#### **DRA BETTING RULES**

#### 1. Introduction

- 1.1 These Rules shall not have retrospective effect.
- **1.2** These Betting Rules form part of the DRA's Rules and therefore constitute conditions of participation in any Darts Event. Therefore, each of the following persons (a "Participant") agrees to comply with these Betting Rules and to abide by all decisions validly made hereunder:
- **1.3** Therefore, each of the following persons (a "Participant") agrees to comply with these Betting Rules and to abide by all decisions made hereunder:
  - **1.3.1** Anyone who participates in a Darts Event, whether as a Player or an Official;
  - **1.3.2** Any person who acts as a DRA Registered Agent or who is a director, officer, employee, agent or representative of the Registered Agent;
  - **1.3.3** Any director, officer or employee of the DRA, PDPA or PDC; and

- **1.3.4** Any other person under the DRA's jurisdiction who is able to influence any aspect of a Darts Event.
- **1.4** Any proven breach by a Participant of the provisions of 2.1.2 and 2.1.3 below will result in a lengthy ban from involvement in the sport of Darts for that Participant, save in circumstances where the relevant Participant can show clear and exceptional mitigation.

#### 2. Betting misconduct

**2.1** It shall be a breach of these Rules for a Participant to do any of the following:

#### 2.1.1 Betting:

- (i) to place, accept, lay or otherwise make a Bet with any other person in relation to the result, score, progress, conduct or any other aspect of a Darts Event. ;
- to solicit, induce, entice, instruct, persuade, encourage, facilitate, authorise or permit any other person to enter into a Bet for the Participant's direct or indirect benefit in relation to the result, score, progress, conduct or any other aspect of a Darts Event;
- (iii) to ensure the occurrence of a particular incident in a Darts Event, which occurrence is (to the Participant's knowledge) the subject of a Bet and for which he or any person Connected to them expects to receive or has received any reward;
- (iv) to have the power, actual or apparent, to influence the running of any company or other undertaking that promotes, brokers, arranges or conducts any form of Betting activity in relation to a Darts Event (a "Betting Organisation") and/or to be involved in any capacity (including as a director or shadow director) in the running of any Betting Organisation and/or to hold, deal in, or control any voting rights associated with the securities or shares of any Betting Organisation, save that a holding of less than 5% of the issued share capital of a Betting Organisation, for investment purposes only, shall be disregarded;

# 2.1.2 Corruption:

- (i) to fix or contrive, or to be a party to any effort to fix or contrive, the result, score, progress, conduct or any other aspect of the Darts Event;
- to seek or accept or offer or agree to accept any bribe or other reward to fix or to contrive in any way or otherwise to influence improperly the result, score, progress, conduct or any other aspect of the Darts Event;
- (iii) to fail, for reward, to perform to the best of their ability and in a fair and sporting manner in the Tour and/or any Darts Event in which they compete;
- (iv) to solicit, induce, entice, persuade, encourage or facilitate any Participant to breach any of the foregoing provisions of this paragraph..
- **2.1.3** Misuse of inside information:

- to use for betting purposes, or to provide to any other person for such purposes, any information relating to the Darts Event that the Participant possesses by virtue of their position within the sport and that is not in the public domain or readily accessible by the public;
- (ii) to provide information to any person for reward, before or during the Darts Event, regarding the competitors in a Darts Event, the conditions, tactical considerations or any other aspect of the Darts Event, unless such information is already in or will come into the public domain without delay or is readily accessible by the public;
- (iii) to solicit, induce, entice, persuade, encourage or facilitate any Participant to breach any of the foregoing provisions of this paragraph.

# 2.1.4 General:

- to engage in any other conduct (i.e. beyond that specified in paragraph 2.1.1 to 2.1.3) that is corrupt or fraudulent, or creates an actual or apparent conflict of interest for the Participant, or otherwise risks impairing public confidence in the integrity and/or the honest and orderly conduct of the Darts Event;
- (ii) to provide or receive any reward that could bring the Participant or the sport of Darts into disrepute.
- **2.1.5** Attempt or complicity:
- to attempt to act, or to agree with any other person to act, or to intentionally give the impression to any other person that the Participant is attempting or agreeing to act in breach of these Rules;
- (ii) to authorise, cause, assist, encourage, aid, abet, or cover up, or otherwise to be complicit in any acts or omissions of the type described in paragraphs 2.1.1 to 2.1.4, committed by a person connected with the Participant;
- **2.2** Any attempt or agreement (or intentional appearance of the same) shall be treated for purposes of these Rules as if a breach of the relevant provision(s) had been committed, whether or not such attempt or agreement (or intentional appearance of the same) in fact resulted in such breach.
- **2.3** The following are not relevant to the determination of any breach under paragraph 2.1 (although they may be relevant to the issue of the sanction to be imposed, in the event that it is determined that a breach has occurred):
  - **2.3.1** the nature or outcome of any Bet in issue;
  - **2.3.2** the outcome of the Darts Event or Match on which the Bet in issue was made;
  - **2.3.3** whether or not the Players efforts or performance (if any) in any Darts Event in issue were (or could be expected to have been) affected by the acts or omissions in question;

**2.3.4** whether or not any of the results in any Darts Event in issue were (or could be expected to have been) affected by the act or omissions in question.

#### 3. Provisos

- **3.1** It shall not be a breach of the provisions of clause 2.1 above for a Participant to enter into any sponsorship or endorsement contract with a betting organisation.
- **3.2** It shall not be a breach of the provisions of clause 2.1.3 to provide information as opinion to a journalist or as a commentator for immediate publication or broadcast in the mainstream media.

#### **APPENDIX 2**

#### 6.13 Regulation 13 of the DRA Articles of Association

#### RULES AS TO DISCIPLINE AND CONDUCT

- **6.13.1** Notwithstanding the provisions of Regulations 3.10 and 12 of the DRA Articles of Association the DRA Board shall have power by Ordinary Resolution from time to time and at any time:
- (i) to make and enforce rules and regulations with regard to the conduct of Players and/or Members and/or others bound by the Rules which could injure or discredit the Association or bring the sport of Darts into disrepute;
- to make and enforce rules and regulations regarding the participation of Players and/or Members and/or others bound by the Rules in, and the conduct of Darts Events;
- (iii) to make and enforce Rules of the sport of Darts; and
- (iv) to discipline Members and/or Players and/or others bound by the Rules for breaches of any rules and regulations made in accordance with this Regulation 13 and to provide procedures, rules and regulations in relation to them.