

Corporations Act 2001 (Cth)

CONSTITUTION

OF

RUGBY LEAGUE INTERNATIONAL FEDERATION LIMITED

ACN 091 594 777

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RUGBY LEAGUE INTERNATIONAL FEDERATION LIMITED ACN 091 594 777

1. Definitions

- 1.1. In this Constitution, and in any rules and regulations made hereunder, the following words appearing in bold text shall have the corresponding meanings unless expressly stated to the contrary:

Act means the *Corporations Act 2001* (Cth).

Affiliate shall mean an organisation admitted as an affiliate of the Company under clause 15.

Asia-Pacific Confederation means the Confederation representing the Asia-Pacific Continental Location which is admitted by the Company as an Associate Member after the date that this Constitution is adopted.

Associate Member means a Confederation admitted as an associate member of the Company under clause 15.

AUD means Australian dollars.

Auditor means the Company's auditor.

Board means the board of Directors of the Company.

Business Day has the same meaning as is given to that term in s 9 of the Act.

CAS means the Court of Arbitration for Sport, with headquarters in Lausanne Switzerland.

Chairman means the person duly appointed to occupy the position of the chairman of the Board.

Company means Rugby League International Federation Limited ACN 091 594 777.

Confederation means any of the Asia-Pacific Confederation, European Confederation and any other continental or regional rugby league confederation which qualifies under clauses 13 and 14 and is granted status as an Associate Member after the date of adoption of this Constitution.

Constitution shall mean this constitution of the Company.

Continental Location means any one of Asia-Pacific, Africa, North America, South America and Europe.

Deputy Chairman means the person duly appointed to occupy the position of the deputy chairman of the Board.

Director means a director of the Company.

European Confederation means the Confederation representing the European Continental Location which is admitted by the Company as an Associate Member after the date that this Constitution is adopted.

Financial Year means each period of 12 months commencing on 1 November and ending on 31 October in the following year.

General Meeting means any meeting of the Members of the Company including (except where expressly stated) the annual general meeting or a separate class of meeting of the Members.

Game shall mean the game of rugby league football played under the Rules of the Game.

Gross Gate Receipts shall mean all ticketing income including from presales, premium seat sales, corporate box sales and match day sales.

Hemisphere shall mean either the northern or southern half of the globe when divided by the equator.

International Match shall mean a game of rugby league football between two National Teams or any other rugby league match recognised as an International Match by the Company.

International Referees Panel shall mean the panel comprising referees nominated by each Member on or before 1 March each year, up to a maximum of three (3) from each Member.

International Tour shall mean a tour undertaken by a National Team of the country or area of a Member, Associate Member or Affiliate in the course of which an International Match or matches are to be played.

International Tournament shall mean a competition or tournament involving the participation of more than two National Teams.

Life Member means a natural person admitted as a Life Member of the Company under clause 16 and includes the persons listed in the Register.

Match Costs shall mean all costs incurred in staging a rugby league match as determined by the Company, including ground hire, ground administration (including security, ticketing, cleaning and scoreboard operation), referee and touch judge costs (travel, accommodation and payments) and government taxes.

Member shall mean an organisation admitted as a Member of the Company under clause 15.

National Federation means the national entity responsible for the regulation and control of the Game in a country.

National Team shall mean a team representing the country or continental area of a Member or Affiliate or a team recognised as a

National Team by the Company under the provisions of this Constitution.

Net Gate Receipts shall mean Gross Gate Receipts less Match Costs.

Officers shall mean the persons elected to occupy the positions listed at clause 25.1.

Office Holder means an elected officer, director or the senior executive officer of a Member.

Registered Office means the registered office of the Company designated in accordance with s 142 of the Act.

Register means the register of members of the Company.

Related Body Corporate shall have the same meaning as is ascribed to that term by s 50 of the Act.

RLIF Member is a collective reference to Members, Associate Members, Affiliates and Life Members.

Rules of the Game shall mean the International Rules of the Game of Rugby League Football.

Secretary means the person appointed to occupy the position of secretary of the Company.

Senior shall mean in relation to a team, match or tournament, one that has been awarded full international representative status without restriction as to age.

Sub-Committee means a sub-committee of the Board which is formed in accordance with clause 40.

1.2. In this Constitution, unless the context otherwise requires or unless stated to the contrary:

- (a) words importing the singular include the plural and vice-versa.
- (b) words importing any gender include the other genders.
- (c) the expression "person" means any individual, firm, company, incorporated association, partnership, association, joint venture, government, state and agency of state.
- (d) words and expressions defined in the Act have the same meaning in this Constitution.
- (e) headings are for ease of reference only and do not effect the construction of this Constitution.
- (f) a reference to a clause is a reference to a clause of this Constitution.

(g) a reference to a statute, statutory provision or statutory regulation shall be construed also as a reference to the same from time to time as amended, consolidated, modified, extended, reenacted or repealed.

1.3. The Company is established for the purposes set out in this Constitution at clause 2.

1.4. The replaceable rules which are set out in the Act do not apply to the Company.

2. Objects

2.1. The objects of the Company are:

(a) to foster, develop, extend, govern and administer the Game throughout the world.

(b) to bring together the RLIF Members and others for the purpose of achieving the objectives set out in clause 2.1(a).

2.2 Further:

(a) All the income and property of the Company shall be applied solely towards the promotion of the objects of the Company set forth in this Constitution, and the Company has no power to (and the Company must not) pay or transfer any portion thereof, directly or indirectly, to the RLIF Members except for grants of income for the purpose of carrying out the objects set out in clause 2.1.

(b) If on winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the Company has no power to (and the Company must not) pay to or distribute among the RLIF Members that property, but the Company shall have the power to give or transfer that property to some other person (excluding a natural person):

(i) having objects similar to the objects of the Company;

(ii) which is required to apply its profits in promoting its objects;

(iii) which is not carried on for the profit or gain of its individual members; and

(iv) which is exempt from income tax.

Such recipient shall be determined by the Members, at or before the winding up, and in default by application to the Supreme Court of New South Wales for determination.

- 2.3 When interpreting the objects in clause 2.1 of the Constitution, each object may be construed jointly or separately and independently of any other, as the case requires.

3. Powers

- 3.1. The business of the Company is managed by the Directors who may exercise all powers of the Company that this Constitution and the Act do not require to be exercised by the Company in General Meetings.

- 3.2. Without limiting the generality of clause 3.1 the Board:

- (a) is to control and manage the affairs of the Company.
- (b) has power to perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper management of the affairs of the Company.
- (c) has the power to appoint such employees as it sees fit to implement the policies and directions of the Board.

- 3.3. For the purpose of fulfilling its objects the Company shall have the following powers:

- (a) to make, amend and enforce such rules and regulations as the Company shall deem necessary to carry out the objects of the Company.
- (b) to make and carry into effect such schemes and policies as the Company shall from time to time deem fit.
- (c) to determine, amend, uphold and enforce the Rules of the Game.
- (d) to provide interpretations and guidance on the Rules of the Game.
- (e) to promote, recognise and assist in the planning and organisation of such competitions and tournaments as the Company shall deem appropriate.
- (f) to approve, promote, recognise and assist in the planning and organisation of International Matches, International Tours and International Tournaments.
- (g) to regulate and control the transfer of players between the leagues organised by RLIF Members.
- (h) to raise money by levies on RLIF Members.
- (i) subject to this Constitution, to distribute monies among RLIF Members.

- (j) to employ such staff as it considers necessary on such conditions as it may determine.
- (k) to acquire such assets as it shall consider necessary.
- (l) generally to do all things as it shall consider incidental or conducive to the fulfilment of the objects of the Company.

3.4 As to negotiable instruments:

- (a) any two (2) Directors may sign, draw, accept, endorse or otherwise execute a negotiable instrument; but
- (b) the Directors may by resolution determine that a negotiable instrument may be signed, drawn, accepted, endorsed or otherwise executed in a different way to that which is stated in clause 3.4(a).

4. Composition of the Board

4.1. The Company shall have a minimum of three (3) and a maximum of ten (10) Directors comprising:

- (a) the Chairman;
- (b) the Deputy Chairman; and
- (c) eight (8) other Directors.

4.2. Each Director shall be appointed in accordance with clause 25.

4.3. The Deputy Chairman shall be elected by the Board from among those Directors representing Members from the alternative Hemisphere to the Hemisphere of the Member represented by the Chairman.

4.4. Subject to the Act, each Director may by writing under hand or by facsimile appoint any person to act as an alternate Director in the Director's place during any period the Director thinks fit. Any alternate Director:

- (a) may be removed or suspended from office by written notice to the Company from the Director who appointed the alternate Director.
- (b) is entitled to receive notice of meetings of the Board, to attend meetings (if the Director who appointed the alternate Director is not present) and to be counted towards a quorum at meetings;
- (c) is entitled to vote at meetings he or she attends on all resolutions on which the appointor could vote had he or she attended and, where the alternate is a Director in the alternate's own right, will have a separate vote on behalf of the Director the alternate is representing in addition to the alternate's own vote;

- (d) may exercise any powers that the appointor may exercise in the alternate's own right where the appointor is unavailable for any reason except the power to appoint an alternate Director. The action of an alternate Director will be conclusive evidence as against third parties of the unavailability of the appointor;
- (e) will automatically vacate office if the Director who appointed the alternate is removed or otherwise ceases to hold office for any reason;
- (f) while acting as a Director is responsible to the Company for the alternate's own acts and defaults and will not be deemed to be the agent of the appointor;
- (g) will not be entitled to receive any remuneration from the Company but will be entitled to reimbursement for reasonable travelling and other expenses incurred by the alternate in attending meetings of the Board or otherwise on the Company's business;
- (h) will not be taken into account in determining the number of Directors for the purposes of this Constitution; and
- (i) may act as an alternate for more than 1 Director.

5. Proceedings of the Board

- 5.1. Subject to the provisions of the Act and this Constitution, the Board may regulate its proceedings as it thinks fit. A Director may, and the Company Secretary at the request of a Director shall, call a meeting of the Board. Questions arising at a meeting of the Board shall be decided by a majority of votes. In the event of an equality of votes, the Chairman shall have a casting vote.
- 5.2. The quorum for the transaction of the business of the Board shall be four (4), if there are four (4) or more Directors, which must include at least one Director appointed by each of Australian Rugby Football League Limited, New Zealand Rugby League Incorporated and Rugby Football League Limited. A meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Board. If a quorum is not present within 20 minutes after the time appointed for the meeting, the meeting will be adjourned to the same day in the next week at the same time and place or to such other day, time and place that the Directors may agree, and the Directors present at the adjourned meeting shall constitute a quorum.
- 5.3. The Chairman of the Company shall be the Chairman of all meetings of the Board.
- 5.4. All acts done by a meeting of the Board or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was: a defect in the appointment of a Director; or that a Director was disqualified from holding office; or that Director had vacated office; or was that Director not entitled to vote, be as valid as if every such person

had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

- 5.5. A resolution in writing signed by all of the Directors of the Company entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board and may consist of several documents in the like form each signed by all of the Directors of the Company, and such written resolution may include electronic mail with valid electronic signature, where permitted by the Act. The resolution is passed on the date that the last Director signs the document or a counterpart of several like documents. For the purposes of this clause 5.5:
- (a) the signature of an alternate Director will be as effective as, and may be substituted for, the signature of an appointing Director; and
 - (b) a signature will be valid if it is transmitted by facsimile, e-mail, or other generally accepted technology.
- 5.6. Without prejudice to clause 5.5, a meeting of the Board may consist of a conference between the Board Members who are not all in one place, but of whom each is able (directly or by telephonic, electronic or video communication) to speak to the others, and to be heard by the others simultaneously. A Director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the Chair of the meeting is located at the time of the conference.
- 5.7. The Board shall cause minutes to be made in books and kept for the purpose:
- (a) of all appointments of officers made by the Board; and
 - (b) of all proceedings at General Meetings and of meetings of the Board, including the names and the Directors of the Company and other persons present at each such meeting.
- 5.8. The Chairman shall cause the minutes of each Board meeting to be communicated to each Board Member not later than 14 days after the date of the meeting.
- 5.9. Any Director objecting to the minutes of a meeting as a true record of the proceedings shall notify the Chairman in writing of his objection within 14 days after the receipt of such minutes, providing full particulars of the parts of the minutes objected to.
- 5.10. Any dispute as to the accuracy of the minutes of a meeting of the Board shall be determined by the Directors at the next Board meeting of the Company.

6. Director's Interest

6.1. A Director, and any firm, company, incorporated association, partnership, association, joint venture or other organisation or entity in which a Director has a direct or indirect interest, may in any capacity:

- (a) enter into any contract, arrangement or understanding with the Company;
- (b) be appointed to hold any profit-earning position with or pursuant to any contract, arrangement or understanding with the Company other than as the Auditor; and
- (c) act in a professional capacity other than as Auditor;

and may receive and retain for his or her own benefit any remuneration, profits or benefits derived from the activities described in clauses 6.1(a) to (c) as if he or she were not a Director.

6.2. Each Director must disclose any interest referred to in clause 6.1 to the other Directors giving details of the nature and extent of the interest and the relation of the interest to the affairs of the Company. This disclosure must be given at a Board meeting as soon as practicable after the Director becomes aware of their interest in the matter and that declaration must be recorded in the minutes of that Directors' meeting in which the interest is disclosed.

6.3. A Director's failure to make a disclosure in accordance with clause 6.2 does not render void or voidable a contract, arrangement or understanding in which a Director has a direct or indirect interest.

6.4. Subject to the satisfying the requirements of s 195(2) of the Act, whereby Directors who do not have a material personal interest in the matter have passed a resolution that identifies the Director, the nature and extent of the Director's interest in the matter and its relation to the affairs of the company; and the resolution states that those Directors are satisfied that the interest should not disqualify the director from voting or being present, a Director may be counted in a quorum in respect of any vote and may vote in respect of a, or a proposed, contract, arrangement or understanding in which the Director has a direct or indirect interest, whether material or otherwise.

6.5. Subject to the requirements of the Act, for the purposes of this clause 6 a Director does not have a direct or indirect interest in a, or a proposed, contract, arrangement or understanding if it is:

- (a) for giving a Director any security or indemnity in consideration for any money lent by the Director to the Company or obligations undertaken by the Director for the benefit of the Company;
- (b) with another firm, company, incorporated association, partnership, association, joint venture or other organisation or entity in which the Director's only interest is as an officer or director of that other entity;
- (c) subject to the approval of a resolution of the Directors; or

- (d) with a company listed on a public stock exchange where the Director's only interest in that company is as a holder of not more than ten (10) % of the issued capital of that company.
- 6.6. A Director may attest the affixing of a seal to any document relating to a contract or arrangement or proposed contract or arrangement in which the Director has an interest.
- 6.7. If a Director is not entitled to vote on any resolution pursuant to this clause 6, no alternate Director appointed by that Director may vote on that resolution.

7. Classes of Membership

- 7.1. Membership shall be in four (4) classes as follows:
- (a) Members;
 - (b) Associate Members;
 - (c) Affiliates; and
 - (d) Life Members.
- 7.2. Each category of RLIF Member shall have the rights prescribed to that category as set out in this Constitution.

8. General Membership Qualifications

- 8.1 The RLIF Members shall be:
- (a) any person that is a Member as at the date of adoption of this Constitution together with any person who the Company admits as a Member in accordance with this Constitution;
 - (b) any person that is an Affiliate as at the date of adoption of this Constitution together with any person who the Company admits as an Affiliate in accordance with this Constitution;
 - (c) any person that is a Life Member as at the date of adoption of this Constitution together with any person who the Company admits as a Life Member in accordance with this Constitution; and
 - (d) any person who the Company admits as an Associate Member in accordance with this Constitution.

9. Liability

The liability of the RLIF Members is limited.

10. Winding Up

- 10.1. Each RLIF Member undertakes to contribute to the Company's property, if the Company is wound up while he is a Member or within one (1) year after the Member ceases to be a Member, in respect of:
- (a) full payment of the Company's debts and liabilities contracted or incurred before the Member ceased to be a Member and of the costs, charges and expenses of winding up; and
 - (b) for adjustments of the rights of the RLIF Members amongst themselves.
- 10.2 Each RLIF Member's liability is limited to an amount not exceeding the sum of \$AUD1.00.

11. Qualifications - Members

- 11.1 A National Federation may apply to be a Member of the Company.
- 11.2 The Board may at any time after the date of adoption of this Constitution make rules and regulations which set out criteria governing the qualifications necessary in order for a person to be admitted as a Member of the Company.

12. Qualifications – Life Members

Any persons who have completed at least ten (10) years continuous service as an employee and / or Office Holder of a Member, Associate Member or Affiliate of the Company may be nominated to be appointed as a Life Member.

13. Qualifications – Affiliates

- 13.1 A National Federation may apply to be an Affiliate of the Company.
- 13.2 The Board may at any time after the date of adoption of this Constitution make rules and regulations which set out criteria governing the qualifications necessary in order for a person to be admitted as an Affiliate of the Company.

14. Qualifications – Associate Members

- 14.1 A Confederation which has developed or organised a structure for the administration of the Game in a regional or continental area may apply to be an Associate Member of the Company. As a rule, the National Federations shall form Confederations, based on their Continental Location. Where doubts arise as to which Confederation a National Federation should join, the Company shall adjudicate.
- 14.2 Apart from the Members and Affiliates who are Members or Affiliates (as the case may be) of the Company at the date of adoption by the Company of this Constitution, the Company shall not officially recognise any subgroups except for the Confederations and National Federations. However, such subgroups may function within a Confederations' stipulations and with a Confederation's permission. Regions, zones,

districts, clubs or National Federations which are part of a Confederation shall not join another Confederation without the former's explicit consent.

14.3 The Confederations have the following rights and duties:

- (a) Recognition of the binding character of this Constitution, the rules and regulations made by the Board, the Rules of the Game and resolutions of the Company;
- (b) Cooperation with the Company concerning international competitions and rugby league generally;
- (c) Accept, as members of the Confederation, entities and organisations which are established for purposes and with objects that are consistent with the objects of the Confederation;
- (d) Holding their own confederation championships and cup competitions;
- (e) Holding their own international competitions, particularly for children and young people;
- (f) Drawing up their own list of referees;
- (g) Nominating Directors pursuant to clause 25.7;
- (h) Guaranteeing, in the interests of world rugby league, regular, responsible cooperation by persons appointed as Directors of the Company;
- (i) Making use of every opportunity to promote rugby league in their Continental Location;
- (j) Creating all bodies needed to fulfil the duties of the Confederation;
- (k) With the mutual cooperation of Company, to take any action considered necessary to develop the game of rugby league in their Continental Location; and
- (l) To procure the funds necessary to fulfil its duties.

14.4 Whenever possible, Confederation board elections shall be scheduled to precede the appointment of Directors of the Company.

14.5 No Confederation shall repeal, change, alter, modify or add to its constitution without the prior written permission of the Company.

14.6 Each Confederation shall agree to comply fully with any decisions and / or resolutions passed by the Company which shall be final and not subject to appeal. Each Confederation shall take every step necessary to ensure that its own members, players and officials comply with these decisions.

15. Application to be a Member, Associate Member or Affiliate

15.1. An application to become a Member, Associate Member or Affiliate of the Company:

- (a) shall be made in writing in such form as the Company may determine;
 - (b) shall specify whether the applicant seeks to be admitted as a Member, Associate Member or Affiliate;
 - (c) shall comply with the requirements of clause 17; and
 - (d) shall be lodged with the Secretary of the Company.
- 15.2. The Secretary shall refer an application received in accordance with clause 15.1 to the Board for consideration. The Board shall consider the application, and table the application with its recommendation at the next meeting of the Company. The Members of the Company in General Meeting shall determine whether to approve or reject the application.
- 15.3. The Company may admit no more than one National Federation per country as a Member or Affiliate Member.
- 15.4. If the application complies with clauses 11,13 or 14 (as the case may be) and is approved in accordance with clause 15.2 the Secretary shall notify the applicant of that approval and request the applicant to pay, within one (1) month, any amounts payable under clause 21 as an entrance fee or annual subscription.
- 15.5. Upon payment by the applicant of any amounts required to be paid under clause 21, the Secretary shall enter the applicant's name in the Register and, upon the name being entered, the applicant becomes a Member, Associate Member or Affiliate as the case may be.

16. Nomination for Life Members

- 16.1. The Members may at the annual general meeting each year elect not more than two (2) natural persons as Life Members of the Company in accordance with the following procedure:
- (a) nominations for elections as Life Members will close 28 days prior to the annual general meeting;
 - (b) nominations must be addressed to the Secretary and must:
 - (i) be in writing;
 - (ii) bear the signature of the proposer and seconder who each must be Members;
 - (iii) contain the written consent of the nominee, and
 - (iv) include a written statement by the nominee as to his services to the Game;
 - (c) nominations received in compliance with clause 16.1 shall be referred to the Board who will furnish to the annual general meeting a report on the merits of the nomination;

- (d) provided there is at least 75% of all Members entitled to vote present at the annual general meeting, a ballot will then be conducted in which each Member of the Company must record a vote in the affirmative or negative in respect of each nominee; and
- (e) the two (2) nominees who receive the highest number of affirmative votes shall be declared elected as Life Members provided that those nominees each receive affirmative votes from at least 60% of the numbers of Members voting.

17. Information

When making an application to be admitted as a Member, Associate Member or Affiliate the Applicant must provide to the Company:

- (a) a copy of its constitution;
- (b) full details of the names and addresses of each Member of its governing board or committee;
- (c) a copy of its most recent annual report and auditor's report;
- (d) full details of the competitions and structure of the Game in the area administered by the applicant;
- (e) any information required to be provided in accordance with the Rules of the Company; and
- (f) such other information as the Company requests.

18. Ceasing to be a Member, Associate Member or Affiliate

A Member, Associate Member or Affiliate ceases to be an RLIF Member if it resigns under clause 19 or is expelled from the Company under clause 23.

19. Resignation

- 19.1. A Member, Associate Member or Affiliate who has paid all amounts (if any) payable in respect of its membership of the Company may resign from the Company by giving not less than one (1) month's notice in writing to the Secretary of its intention to resign and, upon the expiration of the period of notice, the Member, Associate Member or Affiliate ceases to be an RLIF Member.
- 19.2. Where a Member, Associate Member or Affiliate resigns, the Secretary shall make an appropriate entry in the Register recording the date of resignation.

20. Register of RLIF Members

- 20.1. The Secretary shall establish and maintain a Register specifying the name and address of each RLIF Member and the date on which that membership commenced.

- 20.2. The Register shall be kept at the Registered Office and shall be open for inspection, free of charge, by any RLIF Member upon giving reasonable notice to the Secretary.

21. Fees

- 21.1. If the Company so requires, a RLIF Member shall upon admission as to membership pay to the Company an admission fee in an amount determined by the Company.
- 21.2. If the Company so requires, and in addition to any admission fee, an RLIF Member shall pay to the Company an annual membership fee in an amount, and at such time, as determined by the Company.

22. Resolution of Internal Disputes

- 22.1 Disputes between RLIF Members (in their capacity as RLIF Members) will be referred for resolution to an independent mediator agreed to by the parties to the dispute and, in the event of no agreement, to an independent mediator appointed by the Chairman.
- 22.2 In respect of any dispute referred to in clause 22.1 not resolved by mediation as provided for in that clause, the Company recognises the CAS as the sole, competent authority with the exclusion of state courts to resolve disputes between RLIF Members (in their capacity as RLIF Members). The dispute may be submitted exclusively for resolution to the CAS, which will resolve the dispute definitively in accordance with the CAS's Code of Sports-Related Arbitration.
- 22.3 The time limit for an RLIF Member to commence proceedings in the CAS in relation to a dispute between RLIF Members is 21 days from the date of the mediation held in accordance with clause 22.1.
- 22.4 In respect of any dispute referred to the CAS:
- (a) the CAS's decision shall be considered a decision at last instance, with the decision final.
 - (b) Proceedings in the CAS are governed by CAS's Code of Sports-Related Arbitration.
 - (c) The CAS shall apply the laws of New South Wales, Australia in determining the dispute.

23. Disciplining of RLIF Members

- 23.1. A complaint may be made to the Board by any RLIF Member that another RLIF Member:
- (a) has persistently refused or neglected to comply with a provision or provisions of this Constitution; or

- (b) has persistently and wilfully acted in a manner prejudicial to the interests of the Company or international rugby league.
- 23.2. On receiving such a complaint, the Board:
 - (a) must cause written notice of the complaint, and all relevant particulars of the complaint, to be served on the RLIF Member who is the subject of the complaint;
 - (b) must give that RLIF Member at least 14 days from the date the notice is served, to make representations to the Board in response to the complaint; and
 - (c) must take into consideration any representations made by the RLIF Member against whom the complaint is made.
- 23.3. The Board may, by resolution, fine the Member, expel the RLIF Member from the Company, or suspend that RLIF Member from its membership of, or affiliation with, the Company (on whatever terms the Board deems necessary or desirable) if after considering the complaint and any representations made in response to the complaint, the Board is satisfied that the facts alleged in the complaint have been proved.
- 23.4. If the Board fines, expels or suspends an RLIF Member the Secretary must, within seven (7) days after the action is taken, cause written notice to be given to the RLIF Member subject of the action taken, setting out both the reasons given by the Board for having taken that action, and of the rights of appeal available under this Constitution. The fine, expulsion or suspension of an RLIF Member does not take effect until:
 - (a) the expiration of the period within which that RLIF Member is entitled to appeal against the decision of the Board; or
 - (b) if the RLIF Member exercises a right of appeal arising under this Constitution, the date that the appeal decision is handed down (if the appeal decision confirms the decision of the Board which was appealed against).

24. Right of Appeal

- 24.1. An RLIF Member may appeal to the Company in general meeting against a resolution of the Board made in accordance with clause 23.4 within seven (7) days after notice of service on that RLIF Member of the notice required by clause 23.4. Notice of appeal must be lodged in writing with the Secretary.
- 24.2. The notice of appeal may, but need not, be accompanied by a statement of the grounds on which the RLIF Member intends to rely for the purposes of the appeal.
- 24.3. On receipt of the notice of appeal from an RLIF Member the Secretary must notify the Board, which in turn is to convene a general meeting of the Company to be held within 28 days after the date on which the Secretary received the notice of appeal.

- 24.4. At a general meeting of the Company convened pursuant to this clause each of the Board and the RLIF Member must be given the opportunity to state their respective cases orally or in writing, or both, and the Members present are to vote by secret ballot on the question of whether the decision of the Board should be confirmed or revoked.
- 24.5. If at the general meeting the Members pass a resolution in favour of the confirmation of the decision of the Board, that decision of the Board is confirmed.
- 24.6. If at the general meeting the Members pass a special resolution revoking the decision of the Board, that decision is quashed. If at the general meeting the Members do not pass a special resolution revoking the decision of the Board, that decision of the Board is confirmed.
- 24.7. Resolutions passed under this clause 24, which have the effect of sanctioning an RLIF Member, is final subject to appeals lodged exclusively with the CAS within 21 days of the passing of the resolution which imposes the sanction. In respect of any appeal referred to the CAS:
- (a) the CAS's decision shall be considered a decision at last instance, with the decision final.
 - (b) Proceedings in the CAS are governed by the CAS's Code of Sports-Related Arbitration.
 - (c) The CAS shall apply the laws of New South Wales, Australia in determining the dispute.

25. Officers

- 25.1. Subject to the provisions of clause 4.1, the Company shall have the following Officers:
- (a) Chairman;
 - (b) Deputy Chairman;
 - (c) eight(8) other Directors; and
 - (d) a Secretary.
- 25.2. Each Officer apart from the Secretary shall hold office until the commencement of the second annual general meeting following their appointment to the Board, and thereafter, subject to renomination, is eligible for reappointment. In respect of the Secretary, the person appointed as Secretary shall hold office on the terms and conditions determined by the Board.
- 25.3. Except for the Secretary, no person shall be eligible for appointment as an Officer unless he or she is an Office Holder and is nominated for appointment as an Officer by a Member or in accordance with clause 25.6 or by an Associate Member in accordance with clause 25.7.

- 25.4. The person occupying the position of Secretary shall not simultaneously occupy the position of a Director.
- 25.5. No Member shall be entitled to nominate more than two (2) Directors. No more than two (2) Office Holders of a Member shall at any time hold the position of Director.
- 25.6. Each of the following Members has the right in perpetuity to nominate two (2) Directors:
- (a) Australian Rugby Football League Limited.
 - (b) New Zealand Rugby League Incorporated.
 - (c) Rugby Football League Limited.
- 25.7. Provided that no Confederation may nominate more than two (2) Directors, the remaining four (4) Directors shall be nominated by:
- (a) the Confederations which are granted status as Associate Members; but
 - (b) in the event that only one (1) Confederation is admitted as an Associate Member then that Confederation shall have the right to nominate two (2) Directors; and
 - (c) in the event that two (2) Confederations are admitted as Associate Members then each of those Confederations shall have the right to nominate two (2) Directors; and
 - (d) in the event that more than two (2) Confederations are admitted as Associate Members, the Confederations shall together have the right to nominate four (4) Directors; and
 - (e) where the membership of a Confederation includes any of the Members listed in clause 25.6, the Confederation cannot nominate a person as its nominee Director if that person is also an Officer Holder of one of the Members listed in clause 25.6.
- 25.8. The Chairman and Deputy Chairman shall be appointed by a vote of the Directors nominated in accordance with clauses 25.6 and 25.7.
- 25.9. An Officer desiring to vacate his office during the period of his appointment shall be entitled to do so on giving two (2) months' notice in writing to each of the other Officers.
- 25.10. A casual vacancy in the office of an Officer occurs if the Officer:
- (a) dies;
 - (b) becomes bankrupt;
 - (c) resigns office in accordance with clause 25.9;
 - (d) is removed from office under clause 25.11; or

- (e) becomes of unsound mind and is incapable of managing and administering their property and affairs or of carrying out their duties as a Director.
- 25.11. The Company in general meeting may by resolution remove any Officer from office before the expiration of the Officer's term of office. If that Officer is removed from office a new Director shall be appointed in accordance with clauses 25.6 and 25.7 by the Member or the Associate Member(s) who originally nominated the Officer who was removed.
- 25.12. In the event of a casual vacancy occurring in the office of any Officer, the Member or Associate Member(s) whose nominee's vacancy is the cause of the casual vacancy shall appoint another person to fill the vacancy and the person so appointed shall hold office, subject to this Constitution, until the date on which the term of the Director who caused the casual vacancy would have ended if the causal vacancy did not occur.
- 25.13. The Company shall enter into such contracts of service with its Officers as it thinks fit.
- 25.14. The Company shall meet all reasonable expenses of Officers incurred in the performance of their duties insofar as such expenses are not met by any Member or Associate Member(s).
- 25.15. One (1) delegate nominated by each of National Rugby League Limited acting on behalf of the NRL Partnership; and the Rugby Football League acting on behalf of Super League Europe Limited, shall be entitled to attend meetings of the Board as observers; however neither delegate shall have any voting rights.

26. Roles and Powers of Officers

- 26.1. In addition to performing the functions required of a Director, the role of Chairman shall be to:
- (a) chair all meetings of the Company and Sub-Committees attended by him.
 - (b) set the agenda for meetings of the Company after consulting with the Deputy Chairman and Secretary.
 - (c) convene emergency meetings of the Company as he shall consider necessary or as requested by the Members.
- 26.2. In addition to performing the functions required of a Director, the role of the Deputy Chairman shall be to carry out the functions of the Chairman when the Chairman is absent or incapacitated.
- 26.3. The role of the Secretary shall be to:
- (a) keep minutes of all appointments of Officers and RLIF Members.

- (b) keep minutes of all proceedings at General Meetings, and the names of all Members, Associate Members, Affiliates and observers represented at those meetings.
- (c) keep minutes of all Board meetings.
- (d) ensure that all money due to the Company is collected and received and all payments authorised by the Company are made.
- (e) ensure that the correct books and accounts are kept showing the financial affairs of the Company including full details of all receipts and expenditure connected with the activities of the Company.
- (f) ensure the company lodges its annual return.

27. General Meetings

- 27.1 Unless otherwise agreed by the Members by resolution, General Meetings shall be held at least once each calendar year. The Board shall designate one such General Meeting as the Annual General Meeting at such time and place as may be determined by the Board, and shall specify the meeting as such in the notices calling it.
- 27.2 The Annual General Meeting shall be held for the following purposes:
- (a) to receive the reports of the Chairman and the Directors' Report;
 - (b) to consider, and if thought fit, approve the accounts of the Company for the most recently concluded accounting period;
 - (c) to appoint or to approve the reappointment of the auditors of the Company;
 - (d) to consider, where necessary, any applications recommended by the Board;
 - (e) to accept notification of the Directors appointed in place of those retiring;
 - (f) to elect any Life Members in accordance with clause 16; and
 - (g) to transact any other business specified in the notice of the meeting.
- 27.3 All meetings of the company, other than the Annual General Meetings shall be called General Meetings.

28. Convening of General Meetings

- 28.1. Any two (2) Directors may, at any time, convene a General Meeting.
- 28.2. A Member may:
- (a) only requisition the Directors to convene a General Meeting in accordance with section 249D of the Act, whereby the request

must be supported by 5% of the votes that may be cast at the General Meeting. The request must be in writing, must clearly state any resolution to be proposed at the meeting, and be signed by the Members making the request and be given to the Company; but

- (b) not convene or join in convening a General Meeting except under section 249F of the Act whereby Members calling the meeting must pay the expenses of the meeting, the meeting must be called in the same way that General Meetings are called and the percentage of the votes that the Members have at the meeting has to be worked out as at the midnight before the meeting is called.

29. Notice of General Meeting

- 29.1. At least 21 days' written notice (exclusive of the day on which the notice is served or deemed to be served and of the date for which notice is given) must be given to Members of any General Meeting.
- 29.2. The Company may call on shorter notice:
 - (a) An annual general meeting, if all the Members entitled to attend and vote at the annual general meeting agree beforehand; and
 - (b) Any other General Meeting, if Members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- 29.3. A notice convening a General Meeting must:
 - (a) specify the place, date and hour of the meeting.
 - (b) state the general nature of the business to be transacted at the meeting.
 - (c) if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and state the resolution.
- 29.4. The Directors may postpone or cancel any General Meeting whenever they think fit (other than a meeting requisitioned by the Members).
- 29.5. The Directors must give notice of the postponement or cancellation of a General Meeting to all persons entitled to receive such notices from the Company.
- 29.6. The failure or accidental omission to send a notice of a General Meeting or the postponement of a General Meeting to any Member, or the non receipt of a notice by any Member, does not invalidate the proceedings at, or any resolution passed at, the General Meeting.
- 29.7. A notice of meeting sent by post is deemed to be given three (3) days after it is posted.
- 29.8. A notice of meeting sent by facsimile or other electronic means is deemed to be given on the Business Day after it is sent.

30. Quorum at General Meetings

- 30.1. No business may be transacted at a General Meeting unless a quorum of the Members is present when the meeting proceeds to business.
- 30.2. For the purposes of clause 30.1, a quorum shall be not less than half the Members, including all members referred to at Clause 25.6.
- 30.3. If a quorum is not present within 30 minutes after the time appointed for a meeting the meeting will stand adjourned to the following Business Day at the same time.
- 30.4. If at the time appointed for an adjourned meeting a quorum is not present that meeting will be cancelled.

31. Representation at General Meetings

- 31.1. It shall be the duty of each Member to be represented at each General Meeting of the Company by a delegate.
- 31.2. Each Associate Member and Affiliate shall be entitled to be represented at each General Meeting of the Company by a delegate.
- 31.3. The Officers shall attend each meeting of the Company by right and shall not attend as delegates of Members, Associate Members or Affiliates.
- 31.4. The delegates referred in clause 25.15 shall be entitled to attend meetings of the Company as observers; however neither delegate shall have any voting rights.
- 31.5. Each Member's, Associate Member's and Affiliate's delegate shall be deemed to act with the full authority of the RLIF Member whom he or she represents and shall be required to provide authentication of his or her status as delegate in the form of a certificate signed by the chairman or secretary of that RLIF Member.
- 31.6. The Chairman shall have the right to grant observer status at meetings of the Company to any individual or representative of any body or organisation subject to the power of the Members to rescind such status.
- 31.7. Subject to the discretion of the Company, each Member, Associate Member, Affiliate and observer shall bear their own costs of being represented at general meetings of the Company.

32. Voting at General Meetings

- 32.1. Save as otherwise provided by this Constitution, all resolutions and decisions of the Company shall be decided on a majority of the votes of Members voting. In the event of an equality of votes, the Chairman shall have a casting vote.
- 32.2. Each Member shall be entitled to a single vote (by delegate or proxy) in relation to all business as may come before the Company.

- 32.3. If the Members have signed a document containing a statement that they are in favour of a resolution in terms set out in the document, then a resolution in those terms is deemed to have been passed at a meeting held on the day on which the document was last signed by a Member.
- 32.4. For the purposes of clause 32.3, two (2) or more identical documents, each of which is signed by one or more Members, together constitute a single document signed by those Members on the days on which they signed the separate documents. Such documents may be in the form of a facsimile transmission.
- 32.5. Associate Members, Affiliates and Life Members each shall not be entitled to a vote at meetings of the Company.
- 32.6. A challenge to a right to vote at a General Meeting:
- (a) must be made at that General Meeting; and
 - (b) must be determined by the Chairman, whose decision is final.

33. Appointment of Proxies

- 33.1. Each Member shall be entitled to appoint a delegate of another Member as its proxy by written notice given to the Secretary no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.
- 33.2. The notice of appointing a proxy shall be in the form set out in **Appendix 1** to this Constitution.
- 33.3. A Member, in appointing a delegate of another Member as that first Member's proxy, must specify in the notice of appointing a proxy how that first Member's proxy is to vote on the resolutions set out in the notice convening a General Meeting which is served on Members pursuant to clause 29.3.

34. Business to be Conducted at General Meeting

- 34.1. The Chairman shall (subject to clause 29 and as hereinafter provided) determine in writing the agenda for each meeting of the Company and shall communicate the same in writing to each Member, Associate Member and Affiliate not less than 21 clear days before the date of the meeting.
- 34.2. Members, Associate Members and Affiliates shall be at liberty to submit to the Chairman or the Secretary in writing matters to be included in the agenda for any meeting of the Company not later than seven (7) days before the date of such meeting and matters so submitted shall be included in the agenda.
- 34.3. The agenda for any General Meeting of the Company shall include any matter recorded in any notice to the Chairman served in accordance with clause 34.2.

- 34.4. Notwithstanding the provisions of the agenda, the Company may at any General Meeting discuss and resolve any matter which the Members decide ought to be considered at that meeting.
- 34.5. A resolution passed at a General Meeting resumed after an adjournment is passed on the day that it is passed after the adjournment.

35. Minutes of Meetings

- 35.1. The Chairman shall cause the minutes of each General Meeting of the Company (which shall have been taken by the Secretary) to be communicated to each RLIF Member not later than 28 days after the date of the meeting.
- 35.2. Any Member, Associate Member or Affiliate objecting to the minutes of a meeting as a true record of the proceedings shall notify the Chairman in writing of its objection within 14 days after the receipt of such minutes, providing full particulars of the parts of the minutes objected to.
- 35.3. Any dispute as to the accuracy of the minutes of a meeting of the Company shall be determined by the Members at the next General Meeting of the Company.

36. Finances

- 36.1. The funds of the Company shall be derived from entrance fees and annual subscriptions of Members, Associate Members and Affiliates, donations, levies collected under this Constitution and such other sources as the Company determines.
- 36.2. Subject to any resolution passed by the Company in general meeting, the funds of the Company shall be managed by the Board and shall be used in pursuance of the objects of the Company in such manner as the Company determines.
- 36.3. All cheques and other negotiable instruments shall be signed in accordance with clause 3.4.
- 36.4. The funds of the Company shall be deposited with such bank or banks as shall be approved by the Company.
- 36.5. Each Member, Associate Member and Affiliate in receipt of funds from the Company upon terms as to the application of such funds shall on demand make such disclosure to the Company of its financial records as shall be required for the purpose of establishing the due application of such funds or compliance with the terms upon which such funds were provided.

37. Insurance

- 37.1. To the extent permitted by law the Company indemnifies every person who is or has been an Officer of the Company against any liability incurred by that person:

- (a) as an Officer of the Company; and
- (b) to a person other than the Company or a Related Body Corporate of the Company;

unless the liability arises out of conduct on the part of the person which:

- (c) involves a lack of good faith; or
- (d) is contrary to the Company's express instructions; or
- (e) the Company cannot by operation of law indemnify that person in respect of.

37.2. The Company indemnifies every Officer of the Company against any liability for costs and expenses incurred by the person in his or her capacity as an Officer of the Company:

- (a) in defending any proceedings, whether civil or criminal, in which judgement is given in favour of the person or in which the person is acquitted; or
- (b) in connection with an application, in relation to those proceedings, in which the Court grants relief to the persons under the Act.

37.3. The Company may pay a premium in respect of a contract insuring a person who is or has been an Officer against liability incurred by the person as an Officer, except in circumstances prohibited by the Act.

37.4. For the purposes of this clause 37 the term "Officer" is ascribed the same meaning which is given to that term in s 9 of the Act.

38. Alterations of Objects and Constitution

This Constitution may be altered, rescinded or added to only by a special resolution of the Company.

39. Accounts and Audit

39.1. The Directors must ensure that the Company keeps accounts of the Company in accordance with the requirements of the Act.

39.2. The Directors must ensure that the accounts of the Company are audited in accordance with the requirements of the Act.

39.3. All accounts shall be presented to and passed for payment at a Board meeting and full details of all such approval shall be entered into the minutes book.

40. Sub-Committees

40.1. There shall be Sub-Committees of the Board as follows:

- (a) the Audit and Risk Sub-Committee.

- (b) the Rules of the Game Sub-Committee.
 - (c) the International Competitions Sub-Committee.
 - (d) the Business Development Sub-Committee.
 - (e) the Grant Aid Sub-Committee.
- 40.2. The Board may from time to time constitute such further Sub-Committees as it shall deem fit.
- 40.3. Unless otherwise determined by the Board the Chairman, Deputy Chairman or Secretary shall be a member of each Sub-Committee. The further members of such Sub-Committees shall be such persons as the Board may from time to time appoint to membership thereof.
- 40.4. There shall be referred to each Sub-Committee such business or the consideration of such matters as the Board shall determine provided that there shall not be referred to a Sub-Committee any matter responsibility for which is otherwise specifically provided for in this Constitution.
- 40.5. Save as provided herein or directed by the Board the Sub-Committees shall have no powers of implementation of their recommendations, which shall be reported to the Board through the Chairman.

41. The Audit and Risk Sub-Committee

In addition to any other matters referred to it by the Board, the Audit and Risk Sub-Committee shall ensure the Company maintains formal and transparent arrangements in its financial reporting and internal control principles, and an appropriate relationship with its auditors.

42. The Rules of the Game Sub-Committee

In addition to any other matters referred to it by the Board, the Rules of the Game Sub-Committee shall:

- (a) consider and recommend to the Board any amendments to the Rules of the Game;
- (b) prepare and recommend to the Board any guidelines for the application and interpretation of the Rules of the Game.

43. International Competitions Sub-Committee

In addition to any other matters referred to it by the Board, the International Competitions Sub-Committee shall prepare recommendations and/or guidelines for the Board and RLIF Members in relation to the planning and organisation of International Matches, International Tours and International Tournaments.

44. Business Development Sub-Committee

The Business Development Sub-Committee shall:

- (a) prepare recommendations in relation to the criteria for admission as a Member, Associate Member or Affiliate;
- (b) receive and consider applications for admission as a Member and / or Associate Member and / or Affiliate and make recommendations to the Company in relation to those applications;
- (c) prepare recommendations in relation to the overall direction of the Company's business and the promotion and encouragement of the Game.

45. Grant Aid Sub-Committee

The Grant Aid Sub-Committee shall receive and consider applications for grants or other assistance by Members, Associate Members and Affiliates or other bodies established for the encouragement or promotion of the Game, and make recommendations to the Company in relation to them.

46. Custody of Books and Records

The Secretary shall keep in his custody at the Registered Office all records, books and other documents relating to the Company.

47. Inspection of Books and Records

The books, records and other documents of the Company shall be open to inspection at the usual place of business, free of charge, by a Member, Associate Member or Affiliate at any reasonable time.

48. Service of Notices

- 48.1. For the purpose of this Constitution a notice may be served by or on behalf of the Company on any RLIF Member either personally or by sending it by post to the RLIF Member at the RLIF Member's address as shown in the Register.
- 48.2. If a document is sent to a person by properly addressing, pre-paying and posting to the RLIF Member a letter containing the document, the document is, unless the contrary is proved, taken for the purpose of this Constitution to have been served on the RLIF Member at the time at which the letter would have been delivered in the ordinary course of post.

Appendix 1

Notice of Proxy

To: The Secretary
Rugby League International Federation Limited
Level 4
165 Phillip Street
SYDNEY NSW 2000

[NAME OF MEMBER] hereby appoints [NAME OF PROXY] of [ADDRESS OF PROXY] as proxy to vote on [NAME OF MEMBER]'s behalf at the meeting of the Company to be held on [DATE OF MEETING] and any adjournment thereof.

RLIF Constitution – Clause 33.3

	RESOLUTION IN NOTICE OF MEETING	HOW PROXY IS TO VOTE
1		
2		
3		
4		
5		

Signed:

Dated:

Schedule One – Transitional Regulations

Introduction

1. Following the adoption of this Constitution, the existing Board shall resign and be replaced by those Directors appointed under Clause 25.6.

Approval of Confederation Applications

2. Following the adoption of this Constitution, for the purposes of facilitating the required constitutional and application processes within the Asia-Pacific and European Confederation constitutions:
 - 2.1. The RFL will be appointed as the lead National Federation within the European Confederation; and
 - 2.2. The ARL will be appointed as the lead National Federation with the Asia-Pacific Confederation.
3. Prior to the Annual General Meeting of the Company following the adoption of this Constitution, the applications for Associate Membership of the RLIF of the Asia-Pacific and European Confederations will be submitted to the Board.