

Corporations Act 2001

Constitution of Rugby League Ipswich Ltd A.C.N. 617 699 233, a company limited by guarantee.

1. NAME

The name of the Company is Rugby League Ipswich Ltd.

2. LIABILITY OF MEMBERS

The liability of Members is limited by guarantee.

3. INTERPRETATION

3.1 Definitions

In this Constitution, unless the contrary intention appears:

"Act" means the Corporations Act 2001.

"Annual General Meeting" means the annual general meeting of the Company.

"ARL Commission" means Australian Rugby League Commission Limited ABN 94 003 107 293.

"Auditor" means the auditor for the time being of the Company.

"Board" means the Directors for the time being of the Company.

"Body Corporate" includes an association incorporated under the Associations Incorporation Act 1981.

"Business Day" means a day on which commercial banks trade generally in Ipswich, Queensland.

"Chair" means chairperson of the Board or, as the case requires, the person chairing a General Meeting.

"Committee" means a committee of the Board.

"Company" means Rugby League Ipswich Ltd A.C.N. 617 699 233.

"Conflict of Interest Schedule" means a schedule supplied for the purposes of clause 7.1.5.

"Constitution" means this Constitution as amended from time to time.

"Director" includes an alternate Director.

"Disciplinary Sanction" means a disciplinary sanction imposed by the Board in accordance with clause 5.7.2.

"Elected Director" means a Director who is a person who is a voting member of a League Member or the parent, spouse, immediate family member or guardian of a voting member of a League Member.

"Game" means the game of rugby league football conducted throughout the State of Queensland and any other jurisdiction that the ARL Commission may delegate from time to time.

"General Meeting" means a general meeting of Members.

"Governance and Compliance Committee" means the committee of the Board responsible for reporting to the Board on matters relating to corporate governance, legal and other compliance and such other matters as specified in this constitution.

"Independent Director" means a Director who is not an Elected Director.

"League Member" has the meaning given to in in Schedule 1.

"Local Area" means the area of administered by the Company as determined from time to time by QRL.

"Manager" means a person who is charged by the Board and appointed in accordance with clause 8.1 with responsibility for the executive management of the Company. Such person may be made available to RLI by QRL in accordance with the SLA.

"Member" means a person entered in the register as a Member for the time being of the Company and **"Membership"** has a corresponding meaning.

"Member's Guarantee" means the guarantee described in clause 15.1.

"Notice" means a notice relating to a General Meeting.

"NRL" means National Rugby League Limited A.B.N. 23 082 088 962.

"Officer" in respect of the Company means any of:

- (a) a Director;
- (b) a Secretary or other officer;
- (c) an employee; or
- (d) an agent,

of the Company and references to **"Officers"** include references to former Officers.

"QRL" means Queensland Rugby Football League Limited A.B.N. 65 009 878 013.

"Register" means the register of Members of the Company kept pursuant to the Act.

"Representative" means a representative appointed by a Member pursuant to section 250D of the Act.

"Retiring Director" means a Director who is retiring in at the end of his or her term and is standing for re-election as a Director.

"RLI" means the Company.

"Rules" means the Rules of RLI, approved and adopted from time to time by the Board pursuant to clause xx of this Constitution including the Corporate Governance Charter.

"SLA" means the service level agreement or such other agreement between the Company and QRL that is in force at the relevant time whereby QRL supplies the services of QRL personnel to carry out management and other functions for the Company.

"Seal" means the common seal of the Company and includes any official seal of the Company.

"Secretary" means any person appointed to perform all or any of the duties of a secretary of the Company.

"Virtual Meeting" means a General Meeting or, as the case may be, Directors' meeting, held partly or completely by the use of internet technology applications or telecommunication.

"Voting Member" means a Member who is entitled to receive Notices and to speak and vote at General Meetings.

3.2 Interpretation Generally

3.2.1 Unless the contrary intention appears, expressions used in this Constitution have the same meanings as in the Act.

3.2.2 This Constitution is to be read and construed subject to the provisions of the Act and so as not to exceed the power conferred by the Act, and, to the intent that where any provision of this Constitution would, but for this clause, have been construed as being in excess of the power conferred by the Act, it is nevertheless valid to the extent to which it is not in excess of that power.

3.2.3 A reference to a provision of any primary or subordinate legislation or other applicable rules or regulations includes:

- (a) that provision as amended; and
 - (b) a corresponding provision contained in any substituted or re-enacted legislation or rules or regulations superseding or replacing, in whole or in part, the original legislation or rules or regulations, whether or not in similar terms.
- 3.2.4 A reference to a body or entity (whether corporate or unincorporate) includes, in the event that such body or entity ceases to exist or is reconstituted, renamed or replaced from time to time, such other body or entity as the Directors consider most nearly fulfils the objects of the original body or entity.
- 3.2.5 Unless the contrary intention appears:
- (a) words in the singular include the plural and vice versa;
 - (b) words importing any gender include all genders;
 - (c) the term "person" includes a body corporate;
 - (d) a reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile and email transmissions;
 - (e) a reference to a chapter or clause by number is a reference to that chapter or clause in this Constitution;
 - (f) if a word or phrase is defined, cognate words and phrases have a corresponding definition; and
 - (g) a reference to a dollar (\$) is a reference to the Australian Dollar.
- 3.2.6 Headings are for ease of reference only and do not affect the interpretation of this Constitution.

3.3 Replaceable Rules Displaced

The replaceable rules contained in the Act do not apply to the Company.

4. STATEMENT OF PURPOSE

- 4.1 RLI considers and acts for the following objects:
- (a) promoting the values of the Game, including without limitation promoting positive player and stakeholder behavioural standards which uphold the values of the Game;

- (b) establishing and operating structured junior and senior rugby league football competitions in the Local Area in which League Members and their registered players can participate;
- (c) encouraging and fostering the sport of rugby league football in the Local Area;
- (d) promoting and encouraging (either directly or indirectly) sport and recreation and the physical, cultural and intellectual welfare of all persons in the community and in particular, the rugby league football community in the Local Area;
- (e) ensuring that rugby league football conducted by RLI in the Local Area is conducted in accordance with the rules and practices adopted by the QRL from time to time;
- (f) abiding by and complying with all rules, by-laws, decrees, resolutions and ordinances made by the QRL and the ARL Commission and any other administrators of rugby league football approved by the ARL Commission;
- (g) working closely with the NRL game development officers and other personnel in developing the Game;
- (h) working closely with the NRL clubs and clubs in other QRL competitions in the Local Area to ensure clear pathways are established for players who wish to pursue that direction;
- (i) in all other ways reasonably possible acting in the best interests of the Game; and
- (j) doing all such acts and things as are necessary, incidental, conducive or subsidiary to all or any of the above objects.

4.2 Accordingly, RLI may only exercise its powers to:

- (a) carry out RLI's Objects set out in clause 4.1; and
- (b) do all things incidental or convenient in relation thereto.

4.3 The object of the Company is to pursue the purposes set out in this clause 4 only and to apply the income and property of the Company to promote such purposes and the activities and causes ancillary thereto.

5. MEMBERS

5.1 General

- 5.1.1 Except as set out in this Constitution, the number of Members is unlimited.
- 5.1.2 Subject to the rules set out in this Constitution regarding eligibility, the Members are:
- (a) those persons who were Members as at the time of the coming into effect of this Constitution; and
 - (b) any other person who is admitted to Membership in accordance with this Constitution.
- 5.1.3 Each Member agrees to comply with the provisions of this Constitution and any Rules that are made in accordance with this Constitution.
- 5.1.4 The rights and privileges of every Member:
- (a) are personal to that Member and may not be transferred either by the Member or by operation of law;
 - (b) cease upon termination of Membership.
- 5.1.5 A Member must treat all RLI staff, contractors and representatives with respect and courtesy at all times.
- 5.1.6 A Member must not act in a manner unbecoming of a Member or prejudicial to RLI's objects and interests or those of the Game, or both.

5.2 Categories of Membership and Eligibility

- 5.2.1 Membership may be in one of the following categories:
- (a) those categories of membership as set out in this Constitution (including in Schedule 1); and
 - (b) such other category of membership as may be created by the Board from time to time.
- 5.2.2 The Board in considering an application for Membership must be satisfied that the applicant meets the following eligibility requirements:
- (a) The applicant has an interest in RLI and its Objects;
 - (b) The applicant has paid any applicable fee in respect of the application;

- (c) The applicant agrees to assume the liability for the Member's Guarantee; and
- (e) In the case of an application where the applicant is not a Body Corporate, the applicant is not less than 18 years of age.

5.3 Corporate Membership

A Body Corporate is eligible to be a Corporate Member if it:

- (a) has an interest in RLI and its Objects;
- (b) has paid any applicable fee in respect of the application; and
- (b) agrees to assume the liability for the Member's Guarantee.

5.4 Applications for Membership

- 5.4.1 Applications for Membership must be submitted to the Secretary and be in writing in a form approved by the Board, signed by the applicant and must in each case include be accompanied by the applicable Membership fee.
- 5.4.2 The Board must consider each application for Membership, if not before, at the next regular Board Meeting that takes place after its receipt by the Secretary. In considering an application for Membership, the Board may:
 - (a) grant or, if it determines that the applicant is not eligible, reject, the application for Membership; or
 - (b) ask for satisfactory evidence that the applicant for Membership is eligible, in which case the application will be deferred until receipt of such satisfactory evidence.
- 5.4.3 The Board does not have to give reasons for any refusal to grant an application for Membership.
- 5.4.4 As soon as practicable after the grant or refusal or the request for additional information in accordance with clause 5.7.2, the Secretary must convey the Board's determination to the applicant for Membership.

5.5 Register

- 5.5.1 Upon grant of Membership to a person, the Secretary must enter that Membership into the Register.
- 5.5.2 The Secretary is to maintain the Register, which must include in respect of each Member:
- (a) the name and address (including, where this has been provided by the Member, the email address) of the Member;
 - (b) the date on which Membership takes place;
 - (c) the category of Membership of the Member (including, where applicable, each change of category and the date on which it occurs); and
 - (d) where the Membership is renewed after having previously terminated (by resignation or otherwise), the details of the previous Membership;
 - (e) whether the Member has elected to receive notices and other communications electronically and, if so, the email address of the Member; and
 - (e) such other information as the Board requires to be recorded.
- 5.5.3 The Register is to be kept at the Company's registered office, where it will be made available for inspection by any Member at a date and time reasonably convenient to the Secretary and the Member.
- 5.5.4 Members must as soon as reasonably practicable notify the Secretary of any change in that Member's details as contained in the Register.

5.6 Ceasing to be a Member

- 5.6.1 A Membership will cease:
- (a) if the Member gives to the Secretary a written notice of resignation, which will take effect upon the later of one month from its receipt by the Secretary or the date specified in the notice of resignation;
 - (b) if a suspended Member does not satisfy the conditions of suspension within the timeframe stipulated by the Board, on the expiry of that timeframe;
 - (c) upon cancellation of the Membership in accordance with clause 5.7;

- (d) where the Member is not a Body Corporate, if the Member:
 - (i) dies, upon the date of death;
 - (ii) becomes mentally incapacitated or whose person or estate is liable to be dealt with under the laws relating to mental health, on the date of mental incapacitation;
 - (iii) is declared bankrupt, on the date of such declaration.
- (e) where the Member is a Body Corporate:
 - (i) upon the appointment of a liquidator in respect of the Member;
 - (ii) upon its deregistration; or
 - (iii) on the date of any court order to liquidate or deregister the Member.

5.6.2 Any Member ceasing to be a Member:

- (a) will remain liable for and will pay RLI all fees and moneys owing to RLI as at the cessation of Membership; and
- (b) will have all Membership rights terminated at that time.

5.7 Disciplinary Sanction of a Member

5.7.1 All Members will be subject to, and submit unreservedly to, the jurisdiction, procedures and penalties of the Company as determined by the Board in accordance with its Rules and the rules of the QRL from time to time.

5.7.2 The Board may resolve to suspend a Membership for a period of time and may require certain conditions to be met for the suspension to be lifted, or expel the Member and cancel the Membership, or impose any other form of sanction as the Board sees fit, if the Member:

- (a) in the determination of the Board is no longer eligible;
- (b) has committed an act or omission that will, in the determination of the Board, be injurious to the reputation, interests or the operation of the activities of RLI;
- (c) violates any RLI code of conduct or other set of Rules that has been published by RLI or the QRL to apply to Members;

- (d) is shown to have made false representations in the relevant application for Membership;
 - (e) steals from RLI;
 - (f) makes any comment to the media (including social media) claiming to represent RLI or QRL when the Member was not authorised to do so; or
 - (g) for any other incident it considers damaging to the interests of RLI, QRL or the Game.
- 5.7.3 The Board through the Secretary must give prompt notice to the Member notifying the Member of the Disciplinary Sanction and setting out the basis thereof and, in the case of a suspension, any conditions that the Member must meet for the suspension to be lifted.
- 5.7.4 A Member the subject of a Disciplinary Sanction may institute the process of appealing the Board's decision by giving notice within ten Business Days of receipt from the Secretary of the notice given under clause 5.7.3 by lodging with QRL or the relevant division of QRL written notice of their intention to appeal against the Disciplinary Decision.
- 5.7.5 Any appeals made to QRL or the relevant division of the QRL are to be dealt with in accordance with the procedures for appeals as set out in the Rules of QRL.

5.8 Membership Fees

- 5.8.1 The Directors must determine from time to time:
- (a) the amount (if any) payable by an applicant for Membership;
 - (b) the amount of the annual subscription fee payable by each Member, or any category of Members;
 - (c) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
 - (d) the payment method and the due date for payment.
- 5.8.2 Each Member must pay to RLI the amounts determined under clause 5.8.1 in accordance with clause 5.8.1(d).
- 5.8.3 The right of a Member (if that Member is a Voting Member) to attend and vote at a General Meeting is suspended while the payment of any

subscription or other amount determined under clause 5.8.1 is in arrears for a period greater than forty Business Days.

- 5.8.4 On the date that any subscription or other amount as determined by the Board under clause 5.8.1 has been owed by a Member for a period greater than sixty Business Days, that Member ceases to be a Member.
- 5.8.5 The Directors may defer the obligations of a Member to pay a subscription or other amount, or reduce (including to zero) the subscription or other amount payable by a Member, if the Directors are satisfied that:
- (a) there are reasonable grounds for doing so;
 - (b) RLI will not be materially disadvantaged as a result; and
 - (c) the Member agrees to pay the deferred or (if greater than zero) the reduced subscription or other amount within a time fixed by the Directors.
- 5.8.6 If the Directors defer or reduce a subscription or other amount payable by a Member under clause 5.8.5, that Member will retain the rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.

6. GENERAL MEETINGS

6.1 Convening and Notice of General Meetings

- 6.1.1 The Company will, in addition to any other meeting held by the Company, hold a General Meeting, to be called the Annual General Meeting, in accordance with the provisions of the Act.
- 6.1.2 A General Meeting will be convened on such requisition as is provided for by section 249D of the Act.
- 6.1.3 The Directors or a Director may convene a General Meeting.
- 6.1.4 A notice convening a General Meeting must:
- (a) be in writing (which includes, in any case where the Member has supplied an email address and has elected to receive notices and other communications electronically, by email) and given to Voting Members, Directors and the Auditor at least twenty-one (21) days before the date of the meeting;
 - (b) set out the place, date and time of the meeting (and, if the meeting is to be held as a Virtual Meeting or a meeting in two or

more places, the technology or application that will be used to facilitate this);

- (c) set out the general nature of the meeting's business;
- (d) if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and state the resolution; and
- (e) contain a statement setting out the following information:
 - (i) that the Member has a right to appoint a proxy;
 - (ii) that the proxy need not be a Member of the Company; and
 - (iii) a place and a postal address, email address or fax number for the purpose of receipt of proxy appointments.

The form of the proxy supplied by the Company must be blank in respect of the person primarily to be appointed as proxy and must be made available by the Secretary to any Voting Member who so requests..

6.1.5 The Secretary must as soon as is reasonably practicable after the date of that meeting has been set cause to be placed on the Company's website a notice setting out the intention to hold a General Meeting. In the case of the Annual General Meeting, this notice must be placed on the website at least 20 Business Days before the date on which the meeting is to be held.

6.1.6 The Directors may, by notice in writing to the Voting Members, postpone any General Meeting convened by the Directors to a date specified in such notice, or may cancel the holding of such a meeting.

6.1.7 The accidental omission to give notice of any General Meeting to, or the non-receipt of any such notice by any person entitled to be so notified, will not invalidate the meeting or any resolution passed at that meeting.

6.2 Representatives, Proxies and Attorneys

6.2.1 In accordance with section 250D of the Act, each Voting Member that is a Body Corporate is entitled to appoint an individual as its Representative to:

- (a) attend General Meetings, provided that the Voting Member has not appointed a proxy under clause 6.2.3; and
- (b) exercise the powers of the Voting Member in relation to resolutions put to that meeting.

- 6.2.2 A Voting Member that is a Body Corporate may appoint more than one Representative but only one Representative may exercise the Voting Member's powers at any one time.
- 6.2.3 A Voting Member entitled to attend and cast a vote at a General Meeting is entitled to appoint a person as their proxy to attend and vote at the meeting in their place in accordance with the Act.
- 6.2.4 A proxy may be revoked by the appointing Member at any time by notice in writing to RLI.
- 6.2.5 The instrument appointing a proxy may be in a form determined by the Directors from time to time provided it complies with the requirements under the Act.
- 6.2.6 A Voting Member may appoint an attorney to act on the Member's behalf at all or any General Meetings.
- 6.2.7 A proxy or attorney may vote at a General Meeting or adjourned or postponed meeting (as the case may be) only if the instrument appointing the proxy or attorney, and the original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed, are received by RLI:
- (a) at RLI's registered office, the facsimile number at that office or at such other place, facsimile number or email address specified for that purpose in the notice of meeting; and
 - (b) at least 48 hours before the scheduled commencement time for the meeting or adjourned or postponed meeting (as the case may be) at which the person named in the instrument proposes to vote. The scheduled commencement time is as specified in the notice of meeting.
- An undated proxy is taken to be dated on the day that it is received by RLI.
- 6.2.8 Unless the terms of the appointment specify to the contrary, an appointment by a Voting Member confers authority on a proxy, attorney or Representative:
- (a) to agree to a General Meeting being convened by shorter notice than is required by the Act or by this Constitution;
 - (b) to speak to any proposed resolution; and
 - (c) to demand or join in demanding a poll on any resolution.
- 6.2.9 Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs

the proxy, attorney or Representative on how to vote on those resolutions, the appointment is taken to confer authority:

- (a) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
 - (b) to vote on any procedural motion; and
 - (c) to act generally at the meeting.
- 6.2.10 Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote:
- (a) at the postponed or adjourned meeting; or
 - (b) at the new venue.
- 6.2.11 An appointment of a proxy may be a standing proxy - that is, the appointment under the proxy remains valid until it is revoked by the Voting Member that made the appointment.
- 6.2.12 The instrument appointing a proxy may provide for the Chair to act as proxy in the absence of any other appointment or if the person or persons nominated fails or fail to attend the meeting.
- 6.2.15 The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.
- 6.2.14 If a proxy is appointed to vote on a particular resolution by more than one Voting Member and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then the proxy must not vote on a show of hands taken on the resolution.

6.3 Proceedings at General Meetings

Business and Quorum

- 6.3.1 The business of an Annual General Meeting is to receive and consider the financial report of the Company, and the Directors' report for the year and the Auditor's report on the financial report, to elect Directors in the place of those retiring and to transact any other business which under this Constitution or by law ought to be transacted at an annual general meeting. All other business transacted at an Annual General Meeting and all business transacted at any other General Meeting will be deemed special. No special business is to be transacted at any General Meeting, except as has been specified in the notice convening it.

- 6.3.2 The number of Members whose presence (in person or by proxy, attorney or Representative) is necessary to constitute a quorum at any General Meeting is thirty per cent or more of the Voting Members.
- 6.3.3 No business may be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- 6.3.4 If a quorum is not present within 30 minutes after the time appointed for a General Meeting or such longer period as the Chair of the meeting may allow, the meeting:
- (a) if convened upon requisition of Members or by Members, will be dissolved;
 - (b) in any other case, will stand adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Directors determine.
- 6.3.5 If at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those present will constitute a quorum.
- 6.3.6 The ruling of the Chair of the meeting on all matters relating to the order of business, procedure and conduct of a General Meeting is to be final and no motion of dissent from such a ruling will be accepted.

Chair of the Meeting

- 6.3.7 The Chair will wherever possible preside at every General Meeting, but where he or she is not present within 15 minutes after the time appointed for a meeting or is unwilling to act or has signified that he or she will not be present or willing to act, the following will preside as Chair of the meeting, in the following order of entitlement - the only Director present; a Director chosen by a majority of the Members present; a Member present in person or by proxy, attorney or representative chosen by a majority of the Members present in person or by proxy, attorney or representative.

Demand For a Poll

- 6.3.8 Every question submitted to a General Meeting will be decided by a show of hands by the Members who are present in person or by proxy, attorney or Representative unless, before the show of hands, or before or immediately after the declaration of the result of the show of hands, a poll is demanded by:
- (a) the Chair of the meeting;

- (b) not fewer than five Voting Members present in person or by proxy, attorney or representative and having the right to vote at the meeting; or
 - (c) not fewer than the number of Voting Members than constituting five per cent of Voting Members present in person or by proxy, attorney or representative and having the right to vote at the meeting
- 6.3.8 Unless a poll is so demanded, a declaration by the Chair of the meeting that the resolution has been carried or carried unanimously or without dissent or by a particular majority or lost and an entry to that effect in the minutes of the meeting will be conclusive evidence of its contents, and it will not be necessary to prove the number or proportion of votes cast in favour of or against the resolution.
- 6.3.9 Where a poll is duly demanded, it will be taken in such manner and at such time and place and at once or after an interval or adjournment or otherwise as the Chair of the meeting directs, and the result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.
- 6.3.10 A poll may not be demanded on the election of a Chair of a meeting or on the question of adjournment of a meeting. A demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
- 6.3.11 The demand for a poll may be withdrawn.

Adjournment

- 6.3.12 The Chair of a meeting may, with the consent of the meeting, adjourn the meeting from time to time and place to place, but the only business that may be transacted at an adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- 6.3.13 Where a meeting is adjourned for more than 21 days, at least three Business Days' notice of the adjourned meeting must be given as in the case of an original meeting.
- 6.3.14 Except as provided in clause 6.3,13, it is not necessary to give any notice of any adjournment of or the business to be transacted at an adjourned meeting.

Closure

- 6.3.15 After the Chair of a General Meeting declares the meeting to be over, no business or question may be brought forward, discussed or decided.

7. DIRECTORS

7.1 Appointment of Directors Generally

7.1.1 The number of Directors will be not fewer than is required by the Act and, unless otherwise determined by the Company by a special resolution at a General Meeting:

- (a) the number of Directors will not be more than nine; and
- (b) the number of Independent Directors will not exceed the number of Elected Directors.

7.1.2 Each Director must be a natural person.

7.1.3 Subject to meeting the requirements of clause 7.1.1; the Directors may at any time appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors.

7.1.4 A Director appointed in accordance with the provisions of clause 7.1.3 will hold office only until the next following Annual General Meeting and will then be eligible for re-election.

7.1.5 In order to be eligible to be a Director, a person:

- (a) must be eligible to be the director of a company, as required by the Act;
- (b) must not be an employee of RLI, QRL, NRL or ARL Commission; and
- (c) must not have held the position of Manager within RLI at any time within the previous three calendar years.

7.1.6 In addition to other requirements imposed by the Act or this Constitution to be eligible for appointment or election as a Director, each candidate for appointment or election must supply to the Secretary a schedule in the form required by the Directors setting out any and all potential conflicts of interest with RLI.

7.2 Elected Directors

7.2.1 An Elected Director will, unless that person resigns or otherwise ceases to be a Director in accordance with the Act and this Constitution, hold office for a term of three years and will retire at the conclusion of the next Annual General Meeting that is held after that three year term has expired. At such Annual General Meeting, such Director may if eligible stand for re-election.

7.2.2 At least forty Business Days prior to the next Annual General Meeting:

- (a) at which an Elected Director is required to retire; or
- (b) at the commencement of which there will be a vacancy in the office of an Elected Director,

the Secretary must require from Voting Members nominations (which comply with this clause) for applicants to fill positions falling vacant, which must be received no less than ten Business Days of the call by the Secretary for nominations.

- 7.2.3 Any Voting Member may nominate a person to fill a vacancy in an Elected Director position that is to be subject of any election at the next Annual General Meeting.
- 7.2.4 A nomination for the purposes of clause 7.2.3 must be in a form required by the Directors.
- 7.2.5 A person (other than a retiring Director or a person appointed in accordance with the provisions of clause 7.1.3) is not eligible to be elected as an Elected Director at a General Meeting, unless -
 - (a) that person is a voting member of a League Member or the parent, spouse, immediate family member or guardian of a voting member of a League Member; and
 - (b) a Voting Member proposing him or her, has at least 25 Business Days before the meeting forwarded to or left at the registered office of the Company a notice in writing duly signed by the nominee, giving his or her consent to the nomination and signifying his or her candidature for the office and signed by the Voting Member giving notice proposing him or her. Any such nomination must be seconded by a Voting Member.
- 7.2.6 Notice of each candidature must, at least five Business Days prior to the meeting at which the election is to take place, be given to all Voting Members.
- 7.2.7 Except as set out in clause 7.2.8 or clause 7.2.9, elections for Elected Directors are to be by ballot at the relevant Annual General Meeting, using ballot papers prepared by or under the direction of the Secretary.
- 7.2.8 If at the close of nominations for an election to fill one or more Elected Director positions the number of eligible nominees is equal to or fewer than the number of positions to be filled, then no election is to take place and those eligible nominees will be taken to be elected to fill one or more of the Elected Director positions.
- 7.2.9 If at the close of nominations for an election to fill one or more Elected Director positions there are more eligible nominees than the number of positions to be filled, a ballot will be conducted, as determined by the Board, either:

- (a) in accordance with Rules for the conduct and procedure of elections determined by the Board from time to time; or
- (b) as a poll at the relevant General Meeting,

and the eligible nominee(s) who receives the highest number of votes will be elected to fill the Elected Director positions. If two or more nominees get the same number of votes and at the relevant time there is only one Elected Director position to be filled then the Secretary is to draw the name of one of those nominees by lot. That nominee is to be elected as an Elected Director.

7.3 Independent Directors

7.3.1 An Independent Director will, unless that person resigns or otherwise ceases to be a Director in accordance with the Act and this Constitution, hold office for a term of three years and will retire at the conclusion of the next Annual General Meeting that is held after that three year term has expired. At such Annual General Meeting, such Director may if eligible stand for re-election.

7.3.2 At least forty Business Days prior to the next Annual General Meeting:

- (a) at which an Independent Director is required to retire; or
- (b) at the commencement of which there will be a vacancy in the office of an Independent Director,

the Secretary must require from Voting Members nominations (which comply with this clause) for applicants to fill positions falling vacant, which must be received no less than ten Business Days of the call by the Secretary for nominations.

7.3.3 Any Voting Member may nominate a person to fill a vacancy in an Independent Director position that is to be subject of any election at the next Annual General Meeting.

7.3.4 A nomination for the purposes of clause 7.3.3 must be in a form required by the Directors.

7.3.5 All nominations received by the Secretary are to be considered by the Governance and Compliance Committee. The recommendations of the Governance and Compliance Committee must be tabled at the next Board meeting before the relevant Annual General Meeting referred to in clause 7.3.2 for adoption by simple majority of the Board of the Directors. The Board of Directors must have regard to the Conflict of Interest Schedule in relation to any prospective appointment. If the Board of Directors reasonably considers that a prospective appointee has a potential material conflict of interest then that person must not be appointed as an Independent Director.

7.3.6 The applications approved by the Board of Directors in accordance with clause 7.3.5 are to be presented to the relevant Annual General Meeting referred to in clause 7.3.2 for adoption by simple majority of Voting Members.

7.3.7 A person is not eligible to be elected or appointed as an Independent Director at a General Meeting, unless that person -

- (a) is not a member of a League Member; and
- (b) has not been such a member within the preceding twelve months.

7.4 Vacation of Office and Conflict of Interest

7.4.1 The office of a Director becomes vacant when the Act says it does and also if the Director:

- (a) is removed by the Members in accordance with the Act;
- (b) resigns from the office by giving the Secretary notice in writing to that effect with such resignation taking effect at the expiration of one month from the date of service of that notice or such shorter period of time as the Board may determine;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (d) is not present at three consecutive Directors' meetings without leave of absence from the Directors;
- (e) ceases to be a Director by virtue of an order of any court of competent jurisdiction;
- (f) becomes prohibited from being a Director by reason of any order made under the Act;
- (g) becomes bankrupt or suspends payment or makes any arrangement or composition with the Director's creditors generally; or
- (h) has been the subject of a determination of QRL or ARL Commission that the person is not fit to act as a director of a league where the objects of that league relate to the Game.

7.4.2 A Director, in his or her capacity as such, must not vote in respect of any contract or arrangement or proposed contract or arrangement in which he or she has, directly or indirectly, a material interest and must not be present while the matter is being considered at a meeting of Directors unless permitted to do so in accordance with the Act. The

provisions of the Act will apply in the case of any such material interest.

7.4.3 A Director may, notwithstanding his or her office as such and the fiduciary relationship established by that office:

- (a) enter into a contract or arrangement with the Company as vendor, purchaser, underwriter or otherwise and may participate in any association, institution, fund, trust or scheme for past or present employees or Directors of the Company; and
- (b) subject to the provisions of this clause 7.4.3, retain for his or her own benefit, any profit arising from any such other office or place of profit, or from any such contract or arrangement and any remuneration, pension, allowance, commission or other benefit received in relation to such office or place of profit or received by reason of participation in any such association, institution, fund, trust or scheme.

7.4.4 Any contract or arrangement entered into by or on behalf of the Company is not void or voidable by reason only that a Director is in any way directly or indirectly interested in it.

7.4.5 A Director who is in any way directly or indirectly interested in a contract or arrangement or proposed contract or arrangement with the Company or who holds any office or possesses any property by which, directly or indirectly, duties or interests might be created in conflict with his or her duties or interests as Director, must declare the nature of his or her interest or the nature, character and extent of the conflict (as the case may be) in accordance with the Act.

7.5 Remuneration of Directors

7.5.1 A Director may be paid for services as a Director as determined annually by the Governance and Compliance Committee. The amount determined by the Governance and Compliance Committee must be tabled at each Annual General Meeting for approval by the Voting Members by simple majority.

7.5.2 In the event that the determination of the Governance and Compliance Committee is not supported by a majority of the Voting Members then the existing remuneration will continue until the next Annual General Meeting but if it receives the support of the majority of the Voting Members then it will apply from the date of approval and in either event, such remuneration will be deemed to accrue from day to day.

7.5.3 With the approval of the Directors and subject to the Act, Directors may be:

- (a) paid by the Company for services rendered to it other than as a Director; and

- (b) reimbursed by the Company for their reasonable travelling, accommodation and other expenses when travelling to or from meetings of the Directors, a Committee or the Company or otherwise engaged in the affairs of the Company.

7.6 Powers and Duties of Directors

- 7.6.1 Subject to the provisions of the Act, the management of the business of the Company is vested in the Directors, and they may exercise all such powers of the Company and do all such acts and things as the Company is by this Constitution or otherwise authorised to exercise and do.
- 7.6.2 Without limiting the generality of clause 7.6.1, the Directors may exercise all powers of the Company to borrow or raise or secure the payment or repayment of any sum or sums of money, to charge, mortgage or otherwise encumber any or all of the undertakings, property, assets or business of the Company (both present or future whatsoever and wheresoever situated) and to issue notes, bonds, debentures or any other securities whatsoever or give any other security or guarantee for any debt, liability or obligation of the Company or of any other person, in each case in such manner and on such terms and conditions as the Directors in their absolute discretion think fit. Further, The Board may by way of ordinary resolution from time to time:
 - (a) prescribe such Rules of the Company as it sees fit; and
 - (b) may amend, modify, add to, delete from or cancel any Rule at any time as it sees fit. Such Rules must not be inconsistent with this Constitution or the Act.
- 7.6.3 Subject to the provisions of the Act, where a Director or other officer of the Company becomes personally liable for the payment of a sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or other security over the whole or any part of the Company's undertakings, property or assets (present or future), by way of indemnity to secure him against any loss in respect of that liability.
- 7.6.4 The powers of the Directors under this Constitution are to be subject to the following:
 - (a) the provisions of the Act and this Constitution;
 - (b) any Rules promulgated by the Board from time to time;
 - (c) any resolutions made by the Company in a General Meeting; and
 - (d) any rules promulgated by QRL or ARL Commission from time to time,

provided that no Rules or resolutions so made shall invalidate any prior act of the Directors which would have been valid if such Rule or resolution had not been made.

Delegation of Powers

7.6.5 The Directors may, by resolution or by power of attorney, delegate any of their powers to a Director, a Committee, the Manager or any employee of the Company or any other person as they think fit.

7.6.6 Any delegation by the Directors of their powers:

(a) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;

(b) may be either general or limited in any way provided in the terms of the delegation;

(c) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and

(d) may include the power to delegate.

7.6.7 A Committee to which any powers have been delegated must exercise the powers delegated in accordance with any directions of the Directors.

7.6.8 Subject to the provisions of clause 7.6.7, the meetings and proceedings of a Committee consisting of two or more Directors will be governed by the provisions of this Constitution as to the meetings and proceedings of the Directors so far as they are capable of application (with such modifications as the circumstances require) to meetings and proceedings of Committees. Committees may submit charters in respect of their composition, powers and duties for approval by the Board. Such charters must be consistent with the provisions of this Constitution.

7.6.9 If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.

7.6.10 Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

Code of Conduct

7.6.11 The Directors must:

(a) adopt a code of conduct for Directors; and

- (b) periodically review the code of conduct in light of the general principles of good corporate governance.

7.7 Proceedings of Directors

Regulation and Notice of Meetings

- 7.7.1 The Directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings and proceedings as they think fit.
- 7.7.2 Without limiting the generality of clause 7.7.1 a meeting of the Board may be called or held by way of a Virtual Meeting using any technology consented to by all Directors. The consent may be a standing one. A Director may only withdraw his or her consent within a reasonable period before the meeting. Each of the Directors taking part in such meeting must be able to hear each of the other Directors taking part during the meeting. The provisions of this Constitution relating to proceedings of Directors will apply so far as they are capable of application (with such modifications as the circumstances require) to such meetings.
- 7.7.3 A Director may, and the Secretary upon the request of a Director must, convene a meeting of the Directors.
- 7.7.4 Notice of meetings of Directors must be given to each Director by delivering or posting the notice or by sending the notice by communication service to the last address or communication service address (as the case may be) provided by the Director for the purposes of clause 7.7.1.
- 7.7.5 If any of the Directors considers that a meeting of the Directors is required upon short notice for consideration of urgent business, notice of such meeting and of the general nature of the business for discussion at it may be given by telephone or communication service to each Director at his or her last telephone number or communication service address provided by the Director for the purposes of clause 7.7.1.
- 7.7.6 For the purposes of clause 7.7.1, "communication service" means any facsimile, electronic post service or other electronic means of written communication.
- 7.7.7 None of:
 - (a) the accidental omission to give notice;
 - (b) the non-receipt of notice; or
 - (c) the non-availability of a Director to receive notice,will invalidate any meeting of Directors to which the notice relates.

- 7.7.8 Unless otherwise determined by the Directors, three Directors will constitute a quorum at a meeting of Directors.

Chair

- 7.7.9 The Directors may elect a Chair and may determine the periods during which he or she is to hold office.
- 7.7.10 The Chair may be removed by a resolution of the Directors, of which not less than 7 days' notice has been given to all the Directors.
- 7.7.11 The Chair will preside at meetings of the Directors, but if at the time of any meeting no Chair has been elected and is in office or, if at any meeting, the Chair is not present within fifteen minutes of the time appointed for holding such meeting, the Directors present must choose one of their number to be chairperson of that meeting.

Determination of Questions

- 7.7.12 Subject to the other provisions of this Constitution, questions arising at a meeting of the Directors will be decided by a majority of votes of the Directors present and competent to vote on them, and any such decision will, for all purposes, be deemed to be a decision of the Directors.
- 7.7.13 In the case of an equality of votes, the Chairperson does not have a casting vote in addition to his or her deliberative vote.

Circulating Resolutions

- 7.7.14 Subject to the provisions of the Act, a resolution in writing signed by all the Directors or all the members of a Committee who are entitled to vote on the resolution and who are for the time being present is as valid and effectual as if passed at a meeting of the Directors or Committee duly called and constituted and may consist of several documents in like form each signed by one or more of the Directors or the members of a committee, as the case may be, and where the document is so signed, the document will constitute a minute of that meeting.
- 7.7.15 The meeting referred to in clause 7.7.14 will be deemed to be held on the day on which the document was signed and at the time at which the document was last signed or if the Directors or the Members of a committee signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Director or a member of a committee, as the case may be.
- 7.7.16 For the purposes of this clause 7.6.5, an electronically transmitted copy of a document, the original of which in the opinion of the Secretary has been apparently signed by a Director or a member of a committee, will be deemed to be a document signed by such Director or member.

- 7.7.17 A reference in clause 7.6.5(a) to all Directors or all members of a committee of Directors does not include a reference to a Director or a member who, at a meeting of Directors or a committee of Directors, would not be competent to vote on the resolution or a reference to an alternate Director whose appointor has signed the document referred to in clause 7.6.5(a).

Defect in Appointment

- 7.7.18 All acts of the Directors, a committee of Directors or a member of a committee, or a person acting as a Director or committee or member of a committee, are valid notwithstanding that it is afterwards discovered that there was some defect in the appointment, election or qualification of them or any of them or that they or any of them were disqualified or had vacated office.

Vacancy in Office

- 7.7.19 In the event of a vacancy in the office of a Director, the remaining Director or Directors may act, but if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, the remaining Director or Directors may act only for the purpose of increasing the number of Directors to that number or of convening a general meeting of the Company but not for any other purpose.

Appointment of Attorney

- 7.7.20 The Directors may, by power of attorney executed in a manner set out in the Act or as otherwise allowed by law, appoint a person or persons jointly or severally and whether a Member or Members or not) to be the attorney or attorneys of the Company for such purposes and with such powers (not exceeding those conferred on the Directors by this Constitution) and for such period and on such terms and conditions as the Directors think fit. The Directors may appoint local Directors or agents by communication service (as that term is defined in clause 7.6.1(g)) in cases of urgency to act for or on behalf of the Company.
- 7.7.21 Without limiting the generality of clause 7.7.20, any such appointment may be made in favour of the Directors or Members or any of the members of a local board or in favour of a body corporate or of the members, directors, nominees or managers of a body corporate or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors.
- 7.7.22 Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers for the time being vested in him or her.

Minutes

- 7.7.23 The Directors must, in accordance with the Act, cause minutes of all proceedings of general meetings and of meetings of Directors to be entered, within one month after the relevant meeting is held, in books kept for that purpose.
- 7.7.24 Except in the case of documents that are deemed to be minutes by virtue of clause 7.6.5, those minutes must be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.

8. MANAGEMENT OF THE COMPANY

Appointment of Manager

- 8.1 The Directors will from time to time approve the appointment of a Manager of the Company and may at any time terminate any such appointment. Under the terms of the SLA, such Manager (and, where so agreed by the Company, additional human resources) will be employees of QRL supplied under an SLA but subject to overall direction from the Board.

Powers of Manager

- 8.2 The Directors may confer upon the Manager any of the powers that the Directors may exercise.

Responsibilities of the Manager

- 8.3 The primary responsibility of the Manager will be:
- (a) the management of the Company;
 - (b) the establishment and maintenance of the organisational structure and systems and procedures that will enable the Company to carry out its aims and purposes as set out in this Constitution; and
 - (c) otherwise to meet the strategic goals of the Company as determined from time to time by the Directors.

Secretary

Appointment by Directors

- 8.4 The Directors will appoint at least one Secretary of the Company and may at any time terminate any such appointment(s).

Terms of Office

- 8.5 A Secretary of the Company holds office on such terms and conditions, as to remuneration or otherwise, as the Directors determine.

9. AUDITOR

Remuneration of the Auditor

- 9.1 The remuneration of the Auditor may be determined by the Company at a General Meeting or, where it is not so determined, by the Directors.

Removal of the Auditor

- 9.2 The Company may remove an Auditor at a General Meeting held in accordance with the Act.
- 9.3 At least two months' notice must be given by a Director to the Secretary of the intention to move a resolution to remove an Auditor at a General Meeting.
- 9.4 If notice of an intention to move a resolution to remove an Auditor at a General Meeting is received by the Secretary, the Auditor must be given a copy of the notice as soon as possible.
- 9.5 The notice of an intention must also inform the Auditor that the Auditor:
- (a) may submit written representations to the Company within seven days after receiving the notice and that the Auditor may request the Company to send a copy of the written representations to the Members before the resolution is put to a vote;
 - (b) may speak at the General Meeting or request that the written representations be read at the General Meeting at which the resolution is voted upon.

- 9.2.6 The notice of the General Meeting sent to Members must include the resolution to remove the Auditor and nominate a new Auditor to be appointed at the General Meeting.

Attendance at General Meetings

- 9.7 The Auditor must be notified of and may attend any General Meeting. The Auditor is entitled to be heard at any General Meeting it attends on any matter concerning the Auditor.

11. ACCOUNTS AND AUDIT

Requirements as to Accounts and Audits

- 11.1 The Directors must ensure that the requirements of the Act as to accounts and audit are complied with by the Company.

Auditor

- 11.2 The Auditor, or his or her agent authorised by the Auditor in writing for the purpose, is entitled to have access to all accounting records and other documents of the Company.

Inspection by Members of Company Records

- 11.3 Subject to the provisions of the Act, the Directors may determine whether and to what extent and at what times and places and under what conditions the accounting records and other documents of the Company or any of them will be open to inspection by the Members and other persons.
- 11.4 A Member or other person (not being a Director) has no right to inspect any such documents of the Company except as conferred by statute or authorised by the Directors and is not entitled to require or receive any information concerning the business, trading or customers of the Company or any trade secret or secret process of or used by the Company.

12. NOTICES

Mode of Service

- 12.1 A cheque, warrant, notice or other document may be given by the Company to any Member either by serving it on him, her or it personally or by sending it by post or courier to him, her or it at his, her or its address as shown in the Register or the address supplied by him, her or it to the Company for the giving of notices to him, her

or it or by sending it to any facsimile number or electronic address given to the Company by the Member. In the case of joint Holders, such documents may be served on the joint Holder whose name appears first in the Register in respect of the membership. In the case of an overseas Member, such documents must be forwarded by air mail, recognised couriered air service, facsimile transmission, electronic mail or in another way considered by the Directors to be efficient.

Deemed Receipt of Notice

- 12.2 A document sent by ordinary post, courier, air mail or recognised couriered air service in accordance with this chapter 12 by the Company will be deemed to have been received or served on the day next following that on which it was posted or dispatched and, in proving delivery or service, it is sufficient to prove that the envelope or wrapper containing the document was properly addressed and stamped (if posted) and was posted or dispatched.
- 12.3 In the case of a facsimile transmission, service will be deemed effected at the time when transmission of the facsimile is completed by the Company.
- 12.4 In the case of an email transmission, service will be deemed effected on the day and at the time specified in a delivery report or, if no delivery report is received, on the next business day (but is not deemed to have been received if a delivery report indicates a delivery failure).

Proof of Service

- 12.5 A certificate in writing signed by a Director, Secretary or other officer of the Company that:
- (a) a document or its envelope or wrapper was so addressed and stamped (if posted) and was posted or dispatched; or
 - (b) a document was sent by facsimile transmission and that a transmission report was produced by the machine from which it was sent which indicated that the facsimile was sent in its entirety; or
 - (c) a document was sent by email, and that a delivery report was received indicating the document was delivered, or that no delivery report was received indicating a delivery failure,

will be prima facie evidence of those facts.

Notice of General Meeting of the Company

12.6 Notice of every General Meeting and of any adjournment of it must be given in the manner authorised by this chapter 12 to:

- (a) every Voting Member;
- (b) (where the Company has received notice thereof) every person entitled to a share in consequence of the death or bankruptcy of a Member who, but for that death or bankruptcy, would be entitled to receive notice of meeting;
- (c) every Director; and
- (d) the Auditor.

12.7 No other person is entitled to receive notices of General Meetings.

Previous Notice

12.8 A person who by operation of law, or by transfer or other means becomes entitled to be registered as the Holder of, or to transfer a share, is bound by every notice previously given in respect of that share.

Failure of Member to give Address

12.9 No person who has omitted to give his, her or its address for registration will be entitled to receive any notice from the Company.

Day of Service

12.10 Where a given number of days' notice or notice extending over any other period is required to be given, the day of service will unless it is otherwise provided be counted in such number of days or other period.

13. INDEMNITY

Indemnity to Officers and Employees

13.1 Subject to the provisions of clause 13.2, every Officer will be indemnified out of the assets of the Company against all costs, losses, expenses and liabilities incurred by that person in the person's capacity as an Officer by reason of any act or thing done or omitted to be done by that person in that capacity or in any way in the discharge

of that person's duties or by reason of or relating to the person's status as an Officer.

- 13.2 An Officer is not entitled to be indemnified out of the assets of the Company for a liability:
- (a) that arises out of conduct involving a lack of good faith;
 - (b) where the liability is to the Company or a related body corporate; or
 - (c) where the liability is for a pecuniary penalty order or compensation order under the Act.

Indemnity for Proceedings

- 13.3 An Officer will not be indemnified out of the assets of the Company against legal costs in the circumstances in which the Act prohibits such an indemnity.

Liability as between Officers

- 13.4 Subject to the provisions of the Act, an Officer is not liable for the negligence, default or breach of duty of any other Officer except to the extent of the Officer's own negligence, default or breach of duty.

Reimbursement of Expenses

- 13.5 Subject to the other provisions of this Chapter 13, every Officer is entitled to:
- (a) have reimbursed to the Officer out of the funds of the Company all expenses which the Officer may from time to time incur in consequence of and in discharge or attempted discharge of the Officer's duties;
 - (b) be indemnified by the Company against all liabilities whatsoever which the Officer may from time to time undertake as agent for the Company or for its benefit or intended benefit.

14. WINDING UP AND MEMBER'S GUARANTEE

Member's Guarantee

14.1 If the Company is wound up and the property of the Company is insufficient to satisfy:

- (a) payment of all debts and liabilities of the Company; and
- (b) payment of the costs, charges and expenses of the winding up,

such debts and liabilities, costs, charges and liabilities being collectively "**Company Liabilities**"), each person who is a Voting Member, and each person who has been a Voting Member in the twelve months preceding the date of the commencement of the winding up of the Company, is liable to contribute to the property of the Company an amount up to a maximum of ten dollars (\$10.00) in satisfaction of the Company Liabilities.

15.2 If the Company is wound up and Company property remains after satisfaction of the Company Liabilities, then that property must be given or transferred to some other institution or institutions having objects similar to the objects of the Company and whose constitution prohibits the distribution of its income and property among members.

SCHEDULE 1 – CATEGORIES OF MEMBERSHIP

1. League Members

The category of League Members is intended to be the general base of the membership of the Company and is to be constituted by incorporated rugby football league clubs that are affiliated with the Company and participate in the competition operated by the Company and any other incorporated associations or entities affiliated with the Company including, for example, any referees' association. The rights and obligations of League Members are as follows:

- (a) League Members may take part in the activities of the Company and shall endeavour, so far as they are able, to aid the Company in the attainment of its Objects from time to time.
- (b) League Members must pay the membership fees determined in accordance with clause 5.8 of the Constitution.
- (c) League Members are Voting Members.
- (d) League Members' voting rights are as follows:
 - (i) if a League Member is a club which fields at least one junior team in a competition organised by the Company, that League Member will have the right to cast one vote at General Meetings of the Company;
 - (ii) if a League Member is a club which fields at least one senior team in the reserve grade or senior age based competition organised by the Company, that League Member will have the right to cast one vote at General Meetings of the Company in addition to any vote provided under paragraph (i) above;
 - (iii) if a League Member is a club which fields at least one senior team in the A grade competition organised by the Company, that League Member will have the right to cast one vote at General Meetings of the Company in addition to any votes provided under paragraph (i) or paragraph (ii) above; and
 - (iv) any other League Member that is not provided a vote under paragraphs (i), (ii) or (iii) above have the right to cast one vote at General Meetings.

2. Supporting Members

The category of Supporting Members is intended to enable the members of the League Members (for example, a player of a League

Member Club) to participate in the Company. The rights and obligations of Supporting Members are as follows:

- (a) Supporting Members may take part in the activities of the Company and will endeavour, so far as they are able, to aid the Company in the attainment of its Objects from time to time.
- (b) Supporting Members must pay the membership fees determined by the Board in accordance with clause 5.8 of the Constitution.
- (c) Supporting Members are not Voting Members.

3. Life Members

3.1 The category of Life Members is the highest honour that can be bestowed by RLI for longstanding and valued service to the Company. The category of membership cannot be applied for but must be bestowed upon a person by the Board.

3.2 The process for the granting of membership as a Life Member is as follows:

- (a) Any Member may forward a proposed nomination to the Board for its consideration, which will include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour;
- (b) On the nomination of the Directors, any individual may be elected as a Life Member at any Annual General Meeting by Special Resolution, subject to that individual completing an application in accordance with clause 3.2(c);
- (c) The Board of Directors will from time to time outline:
 - (i) the criteria to be met by a Life Member; and
 - (ii) the privileges and benefits and restrictions of each category of Life Member, which is not to include the right to receive notice or attend or the right to vote at, General Meetings.
- (d) Life Members are not Voting Members, and no Membership fees are payable in respect of such Membership.