



**WHEELCHAIR  
RUGBY LEAGUE**

**CONSTITUTION OF  
WHEELCHAIR RUGBY LEAGUE AUSTRALIA LIMITED**

**ACN 654 789 189**

**FEB 2022**

**Game Legal | Game Consulting™**

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# Constitution

of

## WHEELCHAIR RUGBY LEAGUE AUSTRALIA LIMITED

*Corporations Act 2001 (Cth)*

### 1. DEFINITIONS AND INTERPRETATIONS

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#### 1.1 Definitions

In this Constitution unless the context requires otherwise:

**Affiliated Member** means a sporting organisation, club, association, or other entity and admitted to the Company under **clause 5.7** and the Policies.

**AGM** or **Annual General Meeting** means the annual General Meeting of the Company required to be held by the Company in each calendar year under the *Corporations Act*.

**Appointed Director** means a Director appointed under **clause 13.10**.

**ARLC** means the Australian Rugby League Commission Limited ACN 003 107 293, or as essentially the same body may be known under any subsequent name, being the governing body for the sport of Rugby League in Australia and organiser of the NRL competition, the State of Origin, and Australian representative matches.

**CEO** means a person appointed as chief executive officer of the Company by the Directors and includes the Chairman acting in that role as Executive Chairman where a CEO cannot be sourced or resourced.

**Chairperson** or **Chair** means the person elected as the chair of the Company under **clause 15.7(a)**.

**Club** means a club or association admitted as an Affiliated Member to the Company under **clause 5.8**.

**Committee** means a committee established by the Directors under **clause 19**.

**Company** means Wheelchair Rugby League Australia Limited ACN 654 789 189

**Company Secretary** means a person appointed as a company secretary of the Company by the Directors under **clause 18**.

**Constitution** means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

**Corporations Act** means the *Corporations Act 2001* (Cth) as modified and amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.

**Delegate** means a person appointed by a Unincorporate Member to attend and vote a General Meeting for and on behalf of the Unincorporated Member.

**Director** means a director of the Company and includes Elected Directors and Appointed Directors.

**Directors** mean, as the case requires, all or some of the Directors acting together as a board in accordance with their powers and authority under this Constitution.

**Elected Director** means a Director elected under **clause 13**.

**First Appointed Directors** mean the persons referred to in **clause 13.2(b)**. First Elected Directors mean the persons referred to in **clause 13.2(a)**.

**Game** means a game of Wheelchair Rugby League.

**General Meeting** means a general meeting of Members and includes the AGM.

**Individual Member** means a person admitted to the Company as an individual member under **clause 5.8**.

**Intellectual Property** means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Company or any activity of or conducted, promoted or administered by the Company, including any Intellectual Property licensed to the Company by the ARLC and NRL.

**ISF** means the International Sport Federation, being the Rugby League International Federation, trading as International Rugby League.

**Legal Member** means the incorporated body recognised by the Company as representing the interest of the Sport in a State. The Company will recognise only one legal or unincorporated body in each State as the controlling body responsible for ensuring the efficient administration of Sport in the whole of that State as per **clause 5.1**.

**Life Member** means a person admitted to the Company as a life member under **clause 5.56**.

**Member** means a member of the Company under **clause 5**.

**National Sports Tribunal** means the body established under the *National Sports Tribunal Act 2019* (Cth) to hear and resolve national-level sporting disputes in Australia, as supported by a Registry within the Australian Government Department of Health (**NST**).

**Nominations Committee** refers to a Committee appointed to evaluate the Company's current and nominated board of Directors and to ensure that all appointed and elected Directors have the skills and characteristics required to best discharge the duties of Directors.

**NRL** means, jointly and severally, the National Rugby League Limited ACN 082 088 962, or as essentially the same body may be known under any subsequent name, and the NRL competition organised by the ARLC.

**NRL Wheelchair** means the competition organised by the Company, subject to an understanding with, affiliation to, and licenses from the ARLC and NRL.

**Objects** mean the objects of the Company in **clause 2.2**.

**Official Position** means, in connection with a body corporate or organisation, a person who:

- (a) holds a position, whether elected or appointed, as president, vice president, secretary, treasurer, director or equivalent of that body corporate or organisation; or
- (b) has, directly or indirectly, a material ownership or financial interest in that body corporate or organisation.

**Participant** means those current active Wheelchair Rugby League participants as defined in the Policy and recorded in the most recent Annual Participation Census published by the Company prior to any General Meeting of the Company.

**Policy** means a policy made under **clauses 7.2** and **20.1(a)**.

**Registration** means registration or affiliation of an Individual Member, Club or an Affiliated Member with a Legal Member, such registration being in the form of a signed application form, whether in hard copy or by electronic means of acceptance and, in the case of Individual Members, their consent to membership of the Company as required by **clause 3. Registered** has a corresponding meaning.

**Representative** means a person (other than a proxy) appointed in accordance with the *Corporations Act* to represent a Legal Member at a General Meeting of the Company.

**Sport** means the sport of Wheelchair Rugby League as recognised and regulated by the ARLC and the ISF from time to time and includes the sport of Rugby League for athletes with disabilities.

**Sport Australia** means the Australian Sports Commission.

**Sporting Body** has the meaning as set out in the *National Sports Tribunal Act 2019* (Cth).

**Sporting Power** means that power delegated to the Company by the ARLC and the ISF for the exclusive control and management of the Sport in Australia.

**Special Resolution** has the same meaning as that given to it in the *Corporations Act*.

**State** means the States of Australia, which shall be deemed to include each of the Northern Territory and the Australian Capital Territory.

**Statutes and Regulations** mean the statutes and regulations of the Company, incorporating statutes and regulations of the ARLC and the ISF in force from time to time and as appropriate.

**Telecommunications Meeting** means a meeting held by telephone, video, any other technology (or any combination of these technologies), which permits each Director at a meeting of Directors or each Voting Member at a meeting of members to communicate with any other meeting participant.

**Unincorporated Member** means the unincorporated body recognised by the Company as representing the interest of the Sport at a regional level by the Company in such States or Territories where a Legal Member has not been recognised or does not operate as the controlling body responsible for ensuring the efficient administration of Sport in that region as per **clause 5.1**. An

Unincorporated Member may incorporate and apply for membership of the Company as a Legal Member.

**Voting Member** means, in relation to a General Meeting, those Members present and entitled to vote in accordance with **clause 5.1**.

## 1.2 Interpretation

In this Constitution unless the context requires otherwise:

- (a) **(presence of a Member)** a reference to a Member present at a General Meeting means the Member present in person or by proxy or Representative;
- (b) **(document)** a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (c) **(gender)** words importing any gender include all other genders;
- (d) **(person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (e) **(successors)** a reference to an organisation includes a reference to its successors;
- (f) **(singular includes plural)** the singular includes the plural and vice versa;
- (g) **(instruments)** a reference to a law includes regulations and instruments made under it;
- (h) **(amendments to legislation)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;
- (i) **(include)** the words include, includes, including and for example are not to be interpreted as words of limitation;
- (j) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;

- (k) **(writing)** writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (l) **(headings)** headings are inserted for convenience and do not affect the interpretation of this Constitution.

### 1.3 Corporations Act

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the *Corporations Act*, the same meaning as in that provision of the *Corporations Act*.
- (b) The provisions of the *Corporations Act* that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

## 2. NAME AND OBJECTS

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### 2.1 Name

The name of the Company is **Wheelchair Rugby League Australia Limited**.

Subject to an understanding with, affiliation to, and licenses from the ARLC and NRL, the Company may operate the **NRL Wheelchair** competition and trade as and be known as such.

### 2.2 Objects

ISF is the sole international sporting authority entitled to make and enforce regulations for the encouragement and control of the sport of Rugby League. ARLC is the sole national sporting authority entitled to make and enforce regulations for the encouragement and control of sport of Rugby League in Australia. So that the above authority may be exercised in a fair and equitable manner as regards the Sport, ISF and the ARLC, in conjunction with the Company, have drawn up the Statutes and Regulations governing the Sport.

The Company, being affiliated to the ARLC, shall be presumed to acquiesce in and be bound by the statutes and regulations of the ARLC, and as such to those of the ISF. Subject to such acquiescence and restraint, one single national federation per country shall be recognised by the ARLC and the ISF as the sole sporting power for the enforcement and further development of the present



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Statutes and Regulations and control of Sport in its own country. The Company has been so recognised by the ARLC (and the ISF) and delegated by the ARLC with exercising the Sporting Power for Australia.

The Objects of the Company shall be to:

- (a) be the single controlling body and administrator of the Game of Wheelchair Rugby League throughout Australia
- (b) foster and develop government, commercial and public recognition of the Company as the controlling body for the Sport across Australia;
- (c) foster, develop, extend, and provide adequate funding for the Game from the junior to elite levels;
- (d) be the single controlling body and organiser of competitions and/or Australian teams at all levels including State of Origin, Australian and international representative games;
- (e) liaise with the ARLC, ISF, State Rugby League Bodies and other Rugby League organisations in the fostering, development and control of the Game throughout Australia and the World;
- (f) develop and Implement sponsorship, marketing and social media strategies and activities that promote the Sport and the Company;
- (g) promote and encourage either directly or indirectly the physical, cultural, social and intellectual welfare of people of all abilities in the community and, in particular, the Rugby League community;
- (h) adopt, issue and implement policies and regulations as may be developed in conjunction with affiliate rugby league bodies for the control and conduct of the Sport, the Company and its Members;
- (i) review and determine when required, all matters referred by Members or Affiliates pertaining to the conduct of the Sport or the Company and its Members across Australia;
- (j) ensure the maintenance and enhancement of the Company, the Members and the Sport, its standards, quality, and reputation for the benefit of the Members and the Sport; and
- (k) at all times act on behalf of, and in the best interests of, the Members and the Sport across Australia.

### 3. POWERS

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Solely for furthering the Objects under clause 2, the Company, in addition to the Sporting Power and any other powers it has under the *Corporations Act*, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the *Corporations Act*.

### 4. INCOME AND PROPERTY OF COMPANY

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#### 4.1 Sole Purpose and Payments to Members

The assets and income of the organisation shall be applied solely to further its objects and no portion shall be distributed directly or indirectly to the members of the organisation except as genuine compensation for services rendered or expenses incurred on behalf of the organisation, being limited to any of the following only:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
- (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- (c) of reasonable rent for premises let to the Company by them.

### 5. MEMBERSHIP

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#### 5.1 Categories of Members

Members of the Company shall fall into one of the following categories:

- (a) **Legal Members**, which subject to this Constitution shall have the right to receive notice of, attend and vote at General Meetings;
- (b) **Unincorporated Members** are bodies who the Company may determine and recognise as per **clause 2**, who subject to this Constitution, shall have the right to receive notice of General Meetings and the right to send one Delegate to be present, debate, and vote at General Meetings;
- (c) **Life Members**, who subject to this Constitution shall have the right to receive notice of and attend, but not vote, at General Meetings;

- (d) **Affiliate Members and Affiliate Rugby League Members** are organisations who the Company shall recognise as per **clause 5.7**, which are not entitled to receive notice of, attend or vote at General Meetings;
- (e) **Individual Members** (excluding the Directors and staff of the Company) are individuals, who are recognised at the Company's discretion and who shall have the right to receive notice of and attend but not vote at General Meetings; or
- (f) such other category of Member as may be created by the Directors. Any category of Member created by the Directors under this **clause 5.1(f)** may not be granted voting rights.
- (g) For clarity, the Voting Members are:
  - (i) Legal Members; and
  - (ii) Unincorporated Members (via their Delegate).

## 5.2 Rights of Voting Members

- (a) A Voting Member is entitled to appoint as its Representative, Delegate, proxy, or attorney to attend and to speak and vote at general meetings one person (**Nominee of a Voting Member**) for each vote that the Voting Member has at general meetings of the Company.
- (b) At general meetings of the Company each Voting Member has the number of votes, exercisable by its Nominee, set out below:

Voting Member	Number of Votes
Each Legal Member with more than 101 Participants	3
Each Legal Member with 51-100 Participants	2
Each Legal Member with 50 or less Participants	1
Each Unincorporated Member with more than 50 Participants	2
Each Unincorporated Member with 50 or less Participants	1

- (c) The exercise of a Voting Member's vote by their Nominee is a matter for that Voting Member and their Nominee. Once made, votes may not be altered or changed in any way. Save for any power under this Constitution, the Company shall not investigate, intervene with, or be liable in any way for the exercise of a Voting member's vote by their Nominee.

### 5.3 Admission of Members

A body will become a Member, and the Directors will direct the Company Secretary to record their name, street address, Nominee contact details, email address and date on which they became a Member, in the register of Members kept by the Company, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and provided the Member has submitted an application, which is accepted by the Directors, in which the Member undertakes to:

- (a) be bound by this Constitution, the Statutes and Regulations and the Policies (including Policies specific to the relevant category of Membership);
- (b) pay the fees and subscriptions determined to apply to the Member under **clause 9**;
- (c) meet all member accreditation requirements; and
- (d) support the Company in the encouragement and promotion of its Objects.

### 5.4 Legal Members

- (a) Subject to the operation and effect of **clause 5.5**, the Company will recognise only one entity or body in each State as the controlling body responsible for ensuring the efficient administration of Sport in the whole of that State in accordance with the Objects. Legal Members must be legal entities (such as a company regulated by the *Corporations Act* or an incorporated association regulated by State or Territory laws) established as not-for-profit enterprises.
- (b) Unless otherwise determined by the Company and subject always to **clause 5.4**, at the time of adoption of this Constitution, the first Legal Member of the Company will be those entities which are currently recognised by the Company as the recognised controlling body for the Sport in their respective State.

- (c) Each Legal Member will:
- (i) have objects that align with those of the Company as stated in **clause 2** and do all that is reasonably necessary to enable the Objects to be achieved, having regard to any legislation applicable to that Legal Member;
  - (ii) Be responsible and accountable to the Company for fulfilling its obligations under the *Corporations Act 2001*
  - (iii) effectively promulgate and enforce the Constitution and Policies of the Company and the Statutes and Regulations.
  - (iv) at all times act for and on behalf of the interests of the Company, the Members and Sport;
  - (v) be responsible and accountable to the Company for fulfilling its obligations under the Company's strategic plan as revised from time to time;
  - (vi) Meet all reporting, financial and other requirements of the Company and the *Corporations Act* or any other relevant legislation
  - (vii) provide the Company with copies of its business plans and budgets from time to time and within 14 days of request by the Directors;
  - (viii) be bound by this Constitution and the Policies and the Statutes and Regulations;
  - (ix) act in good faith and loyalty to maintain and enhance the Company and Sport, its standards, quality and reputation for the collective and mutual benefit of the Members and Sport;
  - (x) at all times operate with and promote mutual trust and confidence between the Company and the Members, promoting the economic and sporting success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects;
  - (xi) maintain a database of all clubs, officials and members and participants registered with it in accordance with the Policies and provide a copy to the Company upon request from time to time by the Directors in such means as may be required;

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- (xii) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Sport and its maintenance and development; and
- (xiii) advise the Company as soon as practicable of any serious administrative, operational or financial difficulties, assist the Company in investigating those issues and cooperate with the Company in addressing those issues in whatever manner, including by:
  - (A) allowing the Company to appoint an administrator to conduct and manage its business and affairs; or
  - (B) allowing the Company itself to conduct all or part of the business or affairs of the relevant Legal Member,and on such conditions as the Company considers appropriate.
- (d) Legal Members will have Constitutions that state;
  - (i) Each Legal Member shall take all steps necessary to ensure its constituent documents conform, and amendments conform, with this Constitution and the Policies, subject to any prohibition or inconsistency in any legislation applicable to that Legal Member .
  - (ii) The constituent documents and any proposed amendments to the constituent documents of each Legal Member shall be subject to the approval of the Company.
  - (iii) It shall be the duty of the Company to approve, without delay, such constituent documents and proposed amendments to constituent documents as may be submitted by the Legal Member provided that the said constituent documents and proposed amendments conform to this Constitution or the Policies.
  - (iv) If the constituent documents do not conform to this Constitution or the Policies, the relevant Legal Member shall, without delay, take all steps necessary to address the inconsistency so that those documents conform to this Constitution and the Policies.
  - (v) For the avoidance of doubt, if any inconsistency remains between the constituent documents of a Legal Member and this Constitution or the Policies, this Constitution and the Policies shall prevail to the extent of that inconsistency.

- (vi) The constituent documents of a Legal Member must require the Legal Member to:
  - (A) advise the Company as soon as practicable of any serious administrative, operational or financial difficulties the Legal Member is having;
  - (B) assist the Company in investigating those issues; and
  - (C) cooperate with the Company in addressing those issues in whatever manner, including by allowing the Company to appoint an administrator to conduct and manage the Legal Member's business and affairs, or to allow the Company itself to conduct all or part of the business or affairs of the Legal Member and on such conditions as the Company considers appropriate.
- (e) The Directors may develop and implement Policies which may set out the membership criteria that must be met by Legal Members and the privileges and benefits of Legal Member membership in addition to those set out in this Constitution.

## 5.5 Unincorporated Members

- (a) While at all times taking into consideration the operation and effect of **clause 5.4**, the Company may recognise a body at a regional level in such states and/or territories where a Legal Member has not been recognised or does not operate as the controlling body responsible for ensuring the efficient administration of Sport in that region in accordance with the Objects. Unincorporated members are not formal legally incorporated persons or entities and are bodies of WRLA.
- (b) Unless otherwise determined by the Company and subject always to **clause 5.3**, at the time of adoption of this Constitution, the first Unincorporated Members of the Company will be those bodies which are currently recognised by the Company as the recognised controlling body for the Sport in their respective region.
- (c) Each Unincorporated Member will comply with **clause 5.4(c)** as far as may be relevant and reasonably required.
- (d) Unincorporated Members may incorporate and apply to the Company for membership as Legal Members, complying with all requirements under clause 5.4 in doing so.

- (e) For clarity, the constitutions of Unincorporated Members that become incorporated entities will comply with **clause 5.4(d)**.
- (f) At least seven (7) days before a General Meeting, each Unincorporated Member shall notify the Company Secretary in writing of the name and relevant details of the Unincorporated Member's Delegate to attend, debate, and vote at the General Meeting. This time may be shortened to a time that is as best as may be reasonably practical where Voting Members agree to shorter notice of any General Meeting.
- (g) The Directors may develop and implement Policies which may set out the membership criteria that must be met by Unincorporated Members and the privileges and benefits of Unincorporated Member membership in addition to those set out in this Constitution.
- (h) Where the Company recognises and accepts the membership of a Legal Member in a state within which the Unincorporated Member is based and operates, the Company may initiate a cessation of the Unincorporated Member membership under **clause 6**, encouraging all parties to work together in good faith to ensure that the party who was a Unincorporated Member of the Company becomes a Member of the new Legal Member , ensuring minimal impact to participants and continued promotion of the Sport and the Objects of the Company.

## **5.6 Life Members**

- (a) Life Membership is the highest honour that can be bestowed by the Company for longstanding and valued service to Sport in Australia.
- (b) Any Member may forward a proposed nomination to the Directors for its consideration.
- (c) On the nomination of the Directors, any individual may be elected as a Life Member at any AGM by Special Resolution, subject to that individual completing an application in accordance with **clause 5.3**.
- (d) Nominations for Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.
- (e) The Policies may set out:
  - (i) the categories of Life Membership which exist;
  - (ii) the criteria to be met by each category of Life Member; and



- (iii) the privileges and benefits of each category of Life Member in addition to those set out in this Constitution.
- (f) A person may be posthumously recognised as a Life Member.
- (g) Subject to **clause 5.3**, at the time of adoption of this Constitution, the first Life Members of the Company shall be the persons listed in Schedule 1 to this Constitution.

## **5.7 Affiliate Members and Affiliate Rugby League Members**

- (a) Only a legal entity may become an Affiliate Member or an Affiliate Rugby League Member.
- (b) In order to become an Affiliate Member or an Affiliate Rugby League Member, a legal entity must submit an application accompanied by an up-to-date copy of that legal entity's constituent documents.
- (c) The Company may at its discretion refuse to accept an entity as an Affiliate or Affiliate Rugby League Member and shall not be required or compelled to provide any reason for such rejection.
- (d) Affiliate Membership (as an Affiliate Member or an Affiliate Rugby League Member) may be granted by the Directors in respect of an application made under **clause 5.7(b)** on such terms and conditions as the Directors may see fit.
- (e) Affiliate Membership may be suspended or cancelled by the Directors provided that the Directors comply with the procedure set out in the relevant Policy.
- (f) The Policies will set out:
  - (i) the categories of Affiliate Membership that exist;
  - (ii) the criteria to be met by each category of Affiliate Member;
  - (iii) the privileges and benefits of each category of Affiliate Member in addition to those set out in this Constitution; and
  - (iv) the procedure for suspending or cancelling Affiliate Membership.
- (g) Subject to **clause 5.3**, at the time of adoption of this Constitution, the first Affiliate Members of the Company shall be those persons recorded in the minutes of the relevant meeting.

## 5.8 Individual Members

- (a) No individual shall be Registered with the Company as an Individual Member respectively except in accordance with this **clause 5.8**. The Company may at its discretion refuse to accept a person as an Individual Member and shall not be required or compelled to provide any reason for such rejection.
- (b) Subject to clause 5.8(a), an individual may apply to become an Individual Member of the Company and is subject to the provisions of this Constitution.
- (c) In addition to the effect of membership set out in **clause 5.3**, an Individual Member must comply with this Constitution and the Policies and support the Company and the Objects.
- (d) An Individual Member is entitled to any benefits of membership prescribed to apply to Individual Members respectively in the Policies.

## 5.9 General

- (a) The Company must keep a register of all Legal Members in accordance with the *Corporations Act*.
- (b) No Member whose membership ceases has any claim against the Company or the Directors for damages or otherwise arising from cessation or termination of membership.
- (c) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- (d) A Member must treat all staff, contractors and representatives of the Company with respect and courtesy at all times.
- (e) A Member must not act in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company or the Sport, or both.
- (f) Effect of Membership: Members acknowledge and agree that
  - (i) in accordance with the *Corporations Act*, this Constitution constitutes a contract between each of them and the Company and that they are bound by this Constitution and the Statutes and Regulations;

- (ii) they shall comply with and observe this Constitution and the Statutes and Regulations and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;
- (iii) by submitting to this Constitution and Statutes and Regulations they are subject to the jurisdiction of the Company;
- (iv) the Constitution and Statutes and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of the Sport across Australia; and
- (v) they are entitled to all benefits, advantages, privileges and services of Company membership (as appropriate).

#### **5.10 Limited Liability**

Members have no liability in that capacity except as set out in **clause 25**.

### **6. CESSATION OF MEMBERSHIP**

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#### **6.1 Cessation**

A person, entity or body ceases to be a Member on:

- (a) resignation;
- (b) death;
- (c) the termination of their membership according to this Constitution or the Policies;
- (d) a body corporate or legal entity being dissolved or otherwise ceasing to exist;
- (e) an unincorporated body being dissolved, no longer holding regular meetings, or otherwise ceasing to exist; and
- (f) without limiting the foregoing:
  - (i) in the case of Members who are not Legal Member, that Member no longer meeting the requirements for membership according to **clause 5**; and

- (ii) in the case of Members who are Legal Member, that Member ceasing to be a Member in accordance with **clause 8**.

## **6.2 Resignation**

For the purposes of **clause 6.1(a)**, a Member may resign as a member of the Company by giving 14 days written notice to the Directors. Where a Legal Member seeks to resign as a Member of the Company the written notice must be accompanied by a copy of the special resolution passed by the Legal Member members resolving that the Legal Member resign from the Company.

## **6.3 Forfeiture of Rights**

A Member who or which ceases to be a Member shall forfeit all right in and claim upon the Company or the Directors for damages or otherwise or claim upon its property including the Intellectual Property.

# **7. GRIEVANCES AND DISCIPLINE OF MEMBERS**

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## **7.1 Jurisdiction**

All Members will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether under the Policies or under this Constitution, with the Company reserving power to refer the matter to the NST at any time upon taking into account the availability of internal resources.

## **7.2 Policies**

- (a) The Directors may make a Policy or Policies:
  - (i) for the hearing and determination of:
    - (A) grievances by any Member who feels aggrieved by a decision or action of the Company; and
    - (B) disputes between Members relating to the conduct or administration of the Sport;
  - (ii) for the discipline of Members;
  - (iii) for the formation and administration of an appeals tribunal which must be independent of any party before it on the matter which is the subject of the appeal in question;

- (iv) for the referral to and hearing of matters in and by the NST; and
  - (v) for the termination of Members (except in respect of Legal Member).
- (b) The Directors in their sole discretion may refer an allegation (which in the opinion of the Directors is not vexatious, trifling or frivolous) by a complainant (including a Director or a Member) that a Member has:
- (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Policies or any other resolution or determination of the Directors or any duly authorised Committee; or
  - (ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company or Sport, or both; or
  - (iii) prejudiced the Company or Sport or brought the Company or Sport or themselves into disrepute,
- for investigation or determination either under the procedures set down in the Policies or by such other procedure and/or persons as the Directors consider appropriate, including to the NST.
- (c) During investigatory or disciplinary proceedings under this **clause 7**, a respondent may not participate in Sport, pending the determination of such proceedings (including any available appeal) unless the Directors decide continued participation is appropriate having regard to the matter at hand.
- (d) The Directors may include in any Policy or Policies a final right of appeal to an independent body outside the control of the Sport, such as the NST.

## **8. TERMINATION OF MEMBERSHIP OF LEGAL MEMBERS**

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### **8.1 Sanctions for Discipline of Legal Member**

Without limiting matters that may be referred to in the Policies, or referred to the NST, any Legal Member that is determined by the Directors to have acted in a manner set out in **clause 7.2(b)** shall be liable for the sanctions set out in that Policy, including termination of Membership (which shall only take place in accordance with the procedure set out in this **clause 8**).

## 8.2 Termination of Membership of Legal Members

- (a) No recommendation can be made by the Directors under this **clause 8** unless all avenues of appeal available to the relevant Legal Member under the Policies have been exhausted.
- (b) Subject to compliance with **clause 8.2(a)** (and the Policies), the Directors may recommend to a General Meeting to terminate the membership of a Legal Member.
- (c) Upon recommendation from the Directors under **clause 8.2(b)**, a General Meeting may, by Special Resolution, terminate the membership of a Legal Member.
- (d) Where the membership of a Legal Member is terminated in accordance with this **clause 8.2**, the Directors may admit another entity or body, which meets the requirements in **clause 5.4(a)**, as the member to represent the relevant State.

## 9. FEES AND SUBSCRIPTIONS

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### 9.1 Membership Fee

- (a) The Directors must determine from time to time:
  - (i) the amount (if any) payable by an applicant for membership;
  - (ii) the amount (if any) payable by a Participant the amount of the annual subscription fee payable by each Member, or any category of Members;
  - (iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
  - (iv) the payment method and the due date for payment.
- (b) Each Member must pay to the Company the amounts determined under this **clause 9** in accordance with **clause 9.1(a)(iv)**.

### 9.2 Non-Payment of Fees

Subject to **clause 5.4(a)**, the right of a Member to attend and vote at a General Meeting is suspended while the payment of any fee or other amount determined under **clause 9** is in arrears greater than 90 days.

### 9.3 Deferral, Reduction, or Refund of Subscriptions

- (a) 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:
  - (i) there are reasonable grounds for doing so;
  - (ii) the Company will not be materially disadvantaged as a result; and
  - (iii) 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.
- (b) If the Directors defer or reduce a subscription or other amount payable by a Member under this **clause 9.3**, that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.
- (c) The Directors may refund (including partially) the subscription payment or other amount of a Member where Membership has been terminated if the Directors are satisfied that the termination was commenced for reasons not including the direct fault or negligence of the Member.

## 10. GENERAL MEETINGS

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### 10.1 Annual General Meeting

AGMs of the Company are to be held:

- (a) according to the *Corporations Act*; and
- (b) at a date and venue determined by the Directors.

### 10.2 Power to Convene General Meeting

- (a) The Directors may convene a General Meeting when they think fit and must do so if required by the *Corporations Act*.
- (b) The Voting Members may convene a General Meeting in accordance with the *Corporations Act*.

### 10.3 Notice of a General Meeting

- (a) Notice of a General Meeting of Members must be given:
  - (i) to all Members entitled to attend the General Meeting, the Directors, and the auditor of the Company; and
  - (ii) in accordance with **clause 23** and the *Corporations Act*.
- (b) At least 45 days prior to the proposed date of the AGM, the CEO (or some other officer as delegated by the Board) will request from Voting Members notices of motions, which must be received no less than 28 days prior to the AGM.
- (c) At least 21 days' notice of the time and place of a General Meeting must be given, together with:
  - (i) all information required to be included in accordance with the *Corporations Act*;
  - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
  - (iii) where applicable, any notice of motion received from any Voting Member or Director in accordance with the *Corporations Act*; and
  - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

### 10.4 No Other Business

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

### 10.5 Cancellation or Postponement of General Meeting

Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. This clause does not apply to a General Meeting convened by:

- (a) Members according to the *Corporations Act*;
- (b) the Directors at the request of Members; or



- (c) a court.

#### **10.6 Written Notice of Cancellation or Postponement of General Meeting**

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

- (a) each Member entitled to attend the General Meeting; and
- (b) each other person entitled to notice of a General Meeting under the *Corporations Act*.

#### **10.7 Contents of Notice Postponing General Meeting**

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

#### **10.8 Number of Clear Days for Postponement of General Meeting**

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 11.8** or the *Corporations Act*.

#### **10.9 Business at Postponed General Meeting**

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

#### **10.10 Representative, Proxy or Attorney at Postponed General Meeting**

Where:

- (a) by the terms of an instrument appointing a Representative, proxy or attorney that appointed person is authorised to attend and vote at a General Meeting on behalf of the appointing Member to be held on a specified date or at a General Meeting or General Meetings to be held on or before a specified date; and

- (b) the date for the meeting is postponed to a date later than the date specified in the instrument,

then that later date is substituted for the date specified in the instrument appointing that appointed person, unless the appointing Member notifies the Company in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

#### **10.11 Non-receipt of Notice**

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

#### **10.12 Right to Appoint Representative**

- (a) In accordance with the *Corporations Act*, each Legal Member is entitled to appoint an individual as their Representative to attend General Meetings, provided that the Legal Member has not appointed a proxy under **clause 10.14**, and to exercise the powers of the Legal Member in relation to resolutions to be passed without meetings.
- (b) A Legal Member may appoint more than one Representative but only one Representative may exercise the Legal Member's powers at any one time.
- (c) In addition to each Legal Member's appointed Representative, each Legal Member shall be entitled to appoint one further representative to attend meetings on their behalf but not vote.

#### **10.13 Right to Appoint Delegate**

- (a) Each Unincorporated Member is entitled to appoint an individual as their Delegate to attend General Meetings, provided that the Unincorporated Member has not appointed a proxy under **clause 10.14**, and to exercise the powers of the Unincorporated Member in relation to resolutions to be passed without meetings.
- (b) A Unincorporated Member may appoint only one Delegate who may exercise the Unincorporated Member's powers at any one time. The name and relevant details of such Delegate shall be notified to the Company Secretary within the time requirements set out in **clause 5.5**.

- (c) In addition to each Unincorporated Member's appointed Delegate, each Unincorporated Member shall be entitled to appoint one further person to attend meetings but not to engage in discussions amongst Members, debate any matter, or to vote.

#### **10.14 Right to Appoint Proxy**

- (a) A Voting Member entitled to attend a General Meeting of the Company is entitled to appoint a person as their proxy to attend the meeting in their place in accordance with the *Corporations Act*.
- (b) A proxy may be revoked by the appointing Member at any time by notice in writing to the Company.

#### **10.15 Form of Proxy**

The instrument appointing a proxy may be in form determined by the Directors from time to time provided it complies with the requirements under the *Corporations Act*.

#### **10.16 Attorney of Member**

A Member may appoint an attorney to act on the Member's behalf at all or any meetings of the Company.

#### **10.17 Lodgement of Proxy or Attorney Documents**

- (a) A proxy or Attorney may vote at a General Meeting or an 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 the Company:
  - (i) at the office, the facsimile number at the office or at such other place, facsimile number or electronic address specified for that purpose in the notice of meeting; and
  - (ii) 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.
- (b) An undated proxy is taken to be dated on the day that it is received by the Company.

### **10.18 Authority Given by Appointment**

- (a) Unless the terms of the appointment specify to the contrary, an appointment by a Voting Member confers authority on a proxy, Delegate, attorney or Representative:
  - (i) to agree to a General Meeting being convened by shorter notice than is required by the Corporations Act or by this Constitution;
  - (ii) to speak to any proposed resolution; and
  - (iii) to demand or join in demanding a poll on any resolution.
- (b) 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:
  - (i) 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;
  - (ii) to vote on any procedural motion; and
  - (iii) to act generally at the meeting.
- (c) 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:
  - (i) at the postponed or adjourned meeting; or
  - (ii) at the new venue.
- (d) 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.
- (e) The instrument appointing a proxy may provide for the Chairperson 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.

- (f) The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.
- (g) 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.

## **11. PROCEEDINGS AT GENERAL MEETING**

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### **11.1 Number for a Quorum**

The number of Legal Members (to be represented by at least one Representative) and Unincorporated Members (to be represented by a Delegate) (combined) who must be present and eligible to vote for a quorum to exist at a General Meeting is the number required to represent more than 50% of the total number of votes able to be cast by the Voting Members at that time.

### **11.2 Requirement for a Quorum**

An item of business may not be transacted at a General Meeting unless a quorum is present at the commencement of, and remains throughout, the General Meeting.

### **11.3 Quorum and Time**

If, within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members, is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the chair determines.

### **11.4 Adjourned Meeting**

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those members then present shall constitute a quorum.

### **11.5 Chairperson to Preside over General Meetings**

- (a) The Chairperson is entitled to preside as chair at General Meetings.
- (b) If a General Meeting is convened and there is no Chairperson, or the Chairperson is not present within 15 minutes after the time appointed for

the meeting, or is unable or unwilling to act, the following may preside as chair (in order of entitlement):

- (i) a Director (or other person) chosen by a majority of the Directors present;
- (ii) the only Director present; or
- (iii) a Representative of a Voting Member who is entitled to vote and is chosen by a majority of the Voting Members present.

#### **11.6 Conduct of General Meetings**

- (a) The chair:
  - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
  - (ii) may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
  - (iii) may, having regard where necessary to the *Corporations Act*, terminate discussion or debate on any matter whenever he or she considers it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the chair under this **clause 11.6** is final.

#### **11.7 Adjournment of General Meeting**

- (a) The chair may, with the consent of any General Meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

### **11.8 Notice of Adjourned Meeting**

- (a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.
- (b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

### **11.9 Questions Decided by Majority**

Subject to the requirements of the *Corporations Act* and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

### **11.10 Equality of Votes**

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried.

### **11.11 Declaration of Results**

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the meetings of the Company, is conclusive evidence of the fact.
- (c) Neither the chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

### **11.12 Poll**

- (a) If a poll is properly demanded in accordance with the *Corporations Act* or by the chair of the meeting, it must be taken in the manner and at the date and time directed by the chair, and the result of the poll is the resolution of the meeting at which the poll was demanded.
- (b) A poll demanded on the election of a chair or on a question of adjournment must be taken immediately.

- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

### **11.13 Objection to Voting Qualification**

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
  - (i) may not be raised except at that meeting; and
  - (ii) must be referred to the chair, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

### **11.14 Chair to Determine any Poll Dispute**

If there is a dispute about the admission or rejection of a vote, the chair must decide it and the chair's decision made is final.

### **11.15 Electronic Voting**

Voting by electronic communication at General Meetings may be permitted from time to time in such instances as the Directors may determine and shall be held in accordance with procedures prescribed by the Directors.

## **12. VOTES OF MEMBERS**

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### **12.1 Votes of Members**

- (a) At a General Meeting, on a show of hands (or by way of other clearly identifiable method) and on a poll, each of the Voting Members shall have the votes set out in this **clause 12.1**.
- (b) Each Voting Member will receive the number of votes assigned to it by operation of **clause 5.2**.
- (c) No Member other than Voting Members shall be entitled to vote at General Meetings.
- (d) Once cast, votes cannot be changed, altered, or rescinded in any way or at any time.



## 12.2 Election of Directors

- (a) Elections for Elected Directors shall be by ballot in accordance with this **clause 12.2** at the relevant General Meeting on papers prepared by the CEO or some other officer as delegated by the Chairman.
- (b) The ballot for an election to fill one or more Elected Director positions will be conducted in accordance with the following procedure:
  - (i) 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 less 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; and
  - (ii) 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 a poll 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 CEO or Chair (where a CEO cannot be sourced or resourced) is to draw the name of one of those nominees by lot. That nominee is to be elected as an Elected Director.

## 12.3 Resolutions not in General Meeting

- (a) If all Members entitled to vote sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the Company held at the time on which the document was signed by the last Member entitled to vote.
- (b) For the purposes of **clause 12.3(a)**, two or more separate documents containing statements in identical terms, each of which is signed by one or more Members entitled to vote, are deemed together to constitute one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.
- (c) A facsimile transmission or other form of visible or other electronic communication under the name of a Member is deemed to be a

document in writing signed by that Member for the purpose of this clause.

## **13. DIRECTORS**

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### **13.1 Number of Directors**

- (a) There must be not less than five Directors and not more than nine Directors.
- (b) Subject to **clause 13.1(a)**, not more than four (4) Directors are to be elected by the Members (Elected Directors), and not more than five (5) Directors are to be appointed under **clause 13.10**.

### **13.2 Transitional Provisions**

- (a) The First Elected Directors are:
  - Martin Meredith
  - Joseph Chidiac
  - Pearl Forrester
- (b) The First Appointed Directors are:
  - (ARLC/NRL Appointed Director)
  - Deborah Bacon
  - John Ajaka
  - Paul Moujalli
  - John Wilson
- (c) Subject to the *Corporations Act* and **clause 13.3**:
  - An additional 'Appointed Director' will be appointed the committee members of Wheelchair Rugby league Australia Inc prior to the adoption of this Constitution.

### **13.3 Eligibility**

- (a) For the period from the date of this Constitution a person who:

## Wheelchair Rugby League Australia Limited

- (i) is an employee of the Company, a Legal Member, an Unincorporated Member, or a body holding Affiliate Membership; or
- (ii) holds an Official Position with a Legal Member, an Unincorporated Member, or a body holding Affiliate Membership; or
- (iii) was a Director of the Company and **clause 13.8** applies; or
- (iv) was CEO of the Company at any time within the period beginning three years prior to the date of his/her proposed appointment or election as a Director, or
- (v) unless passed by Special Resolution, is nominated by the same Legal Member, Unincorporated Member, or a body holding Affiliate Membership that previously nominated a current Director not up for re-election or retirement,

(each a disqualifying position) may not hold office as a Director.

- (b) A Director who accepts a disqualifying position must notify the other Directors of that fact immediately and is deemed to have vacated office as a Director.
- (c) A person elected or appointed as a Director at the time of holding a disqualifying position must resign from that disqualifying position within 30 days.
- (d) No person shall be eligible to stand for an Elected Director position if, during the proposed term of office, they would be in breach of **clause 13.8**.
- (e) The Directors or the Nominations Committee may determine position or role descriptions or necessary qualifications for Director positions. The purpose, function and responsibilities of the Nominations Committee is set out in the Nominations Committee Charter.
- (f) All nominated and elected Directors are not eligible to hold office as a Director unless they satisfy the eligibility and requirements established by the Nominations Committee.

### **13.4 Nomination for Election**

- (a) At least 45 days prior to the proposed date of the Annual General Meeting at which a resolution or resolutions will be proposed to fill a

vacancy in an Elected Director position, the CEO (or some other officer as delegated by the Board) will request from Members nominations (which comply with this **clause 13.4**) for elections to positions falling vacant, which must be received no less than 28 days prior to the AGM.

- (b) Any Member, Director or Committee may nominate a person to fill a vacancy in an Elected Director position that is to be the subject of an election at the next AGM.
- (c) A nomination must:
  - (i) be in the form required by the Directors; and
  - (ii) signed by the nominator and nominee.
  - (iii) Approved by the Nominations Committee

### **13.5 Term of Office of Directors Generally**

Subject to **clauses 13.2, 13.7, 13.8** and **13.9**, an Elected Director will hold office for a term of three (3) years.

### **13.6 Office Held Until End of Meeting**

A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to the requirement of this Constitution, including **clause 13.8**, is eligible for re-election.

### **13.7 Elected Director Elected at General Meeting**

- (a) At a General Meeting:
  - (i) at which an Elected Director retires; or
  - (ii) at the commencement of which there is a vacancy in the office of an Elected Director,there will be a vote of the Members conducted in accordance with **clause 12.2** to fill the vacancy by electing someone to that office.
- (b) Subject to **clauses 13.7(c), 13.8** and **13.13**, an Elected Director elected under this **clause 13.7** takes office at the end of the meeting at which they are elected for a period of three years.
- (c) An Elected Director elected under **clause 13.7(a)(ii)** is elected for the remainder of the term of office for the position that they are filling.

### **13.8 Maximum Consecutive Years in Office for Directors**

- (a) A Director must not serve more than nine (9) consecutive years as a Director, including where one or more of the years is as an Appointed Director, with this maximum time period commencing from the date this Constitution is adopted.
- (b) For the purpose of **clause 13.8(a)**, where service:
  - (i) by a person as a Director under this Constitution is for a period less than three years:
    - (A) if the service is less than one (1) year, it will be treated as one (1) full year;
    - (B) if the service is between one (1) year and two (2) years, it will be treated as two (2) full years;
    - (C) if the service is between two (2) years and three (3) years, it will be treated as three (3) full years; and
  - (ii) by a person as a Director takes place immediately before the adoption of this Constitution, the number of consecutive years of service by that person before the adoption of this Constitution will be treated as service towards **clause 13.8(a)**, rounded up to the nearest full year.
- (c) A Director who has served the maximum number of years in accordance with **clause 13.8(a)** shall not be eligible to be a Director for three (3) years following the completion of their maximum term.

### **13.9 Casual Vacancy in Ranks of Elected Directors**

- (a) The Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 13.14**) in the rank of the Elected Directors.
- (b) A person appointed under **clause 13.9(a)** holds office for the remainder of the vacating Director's term and, subject to this Constitution, they may offer themselves for re-election.

### **13.10 Appointed Directors**

- (a) In addition to the Elected Directors, the Directors must appoint a person nominated (from time to time) by the ARLC/NRL as a Director. This

person will be known as the 'ARLC/NRL Appointed Director'. The first ARLC/NRL Appointed Director is set out in **clause 13.2(b)**.

- (b) In addition to the Elected Directors and the ARLC/NRL Appointed Director, the Directors may themselves appoint up to four (4) additional persons to be Directors because of their special business acumen and/or technical skills. These persons will be known as the 'Appointed Directors'. The first Appointed Directors are also set out in **clause 13.2(b)**.
- (c) Subject to **clauses 13.8** and **13.13**:
  - (i) the ARLC/NRL Appointed Director holds office for a term to be determined by the ARLC/NRL and the appointment will be on such other terms as the ARLC/NRL and the Company agree and determine from time to time.
  - (ii) an Appointed Director holds office for a term determined by the Directors not to exceed three (3) years and the appointment will be on such other terms as the Directors determine.
- (d) Excluding the case of the ARLC/NRL Appointed Director:
  - (i) a person may only serve six (6) consecutive years as an Appointed Director but, subject to the other requirements of this Constitution, in particular **clause 13.8**, are otherwise eligible to be elected to an Elected Director position; and
  - (ii) subject to this Constitution, the Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 13.14**) in the rank of the Appointed Directors on whatever terms the Directors decide.

### **13.11 Remuneration of Directors**

Subject to **clause 13.12**, a Director must not be paid for services as a Director but, with the approval of the Directors and subject to the *Corporations Act*, 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:

- (i) travelling to or from meetings of the Directors, a Committee or the Company; or
- (ii) otherwise engaged in the affairs of the Company.

### **13.12 Honorarium**

The Company may in General Meeting by ordinary resolution determine to pay a Director an ex-gratia payment.

### **13.13 Removal of Director**

- (a) A Director may be removed by the Members in accordance with the *Corporations Act*.
- (b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with **clause 13.13(a)** cannot be re-appointed as a Director within three (3) years of their removal.

### **13.14 Vacation of Office**

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

- (a) dies;
- (b) is removed in accordance with **clause 13.13**;
- (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) resigns from office by notice in writing to the Company;
- (e) accepts appointment to, or becomes the holder of, a disqualifying position as set out in **clause 13.3** and does not resign from that position within 30 days;
- (f) is not present at three (3) consecutive Directors' meetings without leave of absence from the Directors; or
- (g) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the *Corporations Act*.

### 13.15 Alternate Director

Except for the ARLC/NRL Appointed Director, a Director cannot appoint an alternate.

## 14. POWERS AND DUTIES OF DIRECTORS

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### 14.1 Directors to Manage the Company

- (a) The Directors are to manage the Company's business and may exercise those of the Company's powers that are not required, by the *Corporations Act* or by this Constitution, to be exercised by the Company in General Meeting.
- (b) With a duty to act in the best interests of the Company at all times, in the furtherance of the Objects, the Directors must (amongst other duties and requirements as set out in the *Corporations Act*, the common law, and any Company Policies) work towards ensuring that:
  - (i) the Company culture and behaviours are underpinned by values which are demonstrated by the Board and embedded in its decisions and actions;
  - (ii) they collectively work together with boards of other Rugby League organisations to govern collaboratively and create alignment to maximise efficient use of resources and implement whole of Rugby League plans;
  - (iii) they oversee the development of the Company's vision and strategy as well as determine what success looks like;
  - (iv) the Board is a diverse group of people who collectively provide different perspectives and experience to facilitate more considered decision-making;
  - (v) the Company clearly defines and document its structure and the duties, responsibilities and powers of members, directors, committees and management;
  - (vi) through effective processes and continual review of its performance, the Board is able to demonstrate accountability and transparency to its members and stakeholders;



- (vii) to proactively protect the Company from harm, the Board ensures the organisation has and maintains robust and systematic processes for managing risk;
- (viii) the Company has measures and protocols to ensure integrity of the sport and safeguard its participants; and
- (ix) the Board has an appropriate system of internal controls to enable it to monitor performance, track progress against strategy and address issues of concern.

#### **14.2 Specific Powers of Directors**

Without limiting **clause 14.1**, the Directors may exercise all the Company's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Company or of any other person.

#### **14.3 Time, Etc**

Subject to the *Corporations Act*, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Directors may at their absolute discretion extend that time, period or date as they think fit.

#### **14.4 Appointment of Attorney**

The Directors may appoint any person to be the Company's attorney for the purposes, with the powers, authorities and discretions, for the period and subject to the conditions they think fit.

#### **14.5 Provisions in Power of Attorney**

A power of attorney granted under **clause 14.4** may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

#### **14.6 Delegation of Powers**

- (a) Save for duties set out under legislation, the common law, and **clause 14.1(b)**, and without limiting **clause 17.4**, the Directors may, by resolution or by power of attorney or writing under seal, delegate any of their

powers to the CEO and/or any officer and/or employee of the Company or any other person as they think fit.

- (b) Any delegation by the Directors of their powers:
  - (i) 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;
  - (ii) may be either general or limited in any way provided in the terms of the delegation;
  - (iii) 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
  - (iv) may include the power to delegate.
- (c) 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.
- (d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

#### **14.7 Code of Conduct**

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.

### **15. PROCEEDINGS OF DIRECTORS**

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#### **15.1 Directors Meetings**

- (a) Subject to **clause 15.1(b)**, the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Directors must meet at least six (6) times in each calendar year.

## **15.2 Questions Decided by Majority**

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has one vote on a matter arising for decision by Directors.

## **15.3 Chair's Casting Vote**

The chair of the meeting will not have a casting vote.

## **15.4 Quorum**

Five (5) Directors present in person (including via telecommunications methods) constitutes a quorum.

## **15.5 Effect of Vacancy**

- (a) The continuing Directors may act despite a vacancy in their number.
- (b) However, if the number of Directors is reduced below the number required for a quorum, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

## **15.6 Convening Meetings**

- (a) A Director may, and the CEO or Chairman on the request of a Director must, convene a Directors' meeting.
- (b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post or by telephone, facsimile or other electronic means.
- (c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Company in person or by post or by telephone, facsimile, email or other electronic means.
- (d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.
- (e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice

does not invalidate anything done (including the passing of a resolution) at a meeting of Directors.

### **15.7 Election of Chairperson**

- (a) The Directors must at the first Directors' meeting after the AGM annually elect one of their number to be the Chairperson by a majority vote.
- (b) The Director elected to be Chairperson under **clause 15.7(a)** will, subject to remaining a Director, remain Chairperson for one year from the date of their election until the first Directors' meeting after the following AGM and shall chair any meeting of Directors.
- (c) Despite **clause 15.7(b)**, if:
  - (i) there is no person elected as Chairperson; or
  - (ii) the Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting; or
  - (iii) the Chairperson is unwilling to act,the Directors present may elect one of their number to be chair of the meeting.
- (d) A Director elected as Chairperson may be re-elected as Chairperson in following years, so long as he or she remains a Director.

### **15.8 Circulating Resolutions**

- (a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. A facsimile transmission or other document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of **clause 15.8(a)** and is taken to be signed when received by the Company in legible form.

- (c) The resolution is passed when the last Director signs.

### **15.9 Validity of Acts of Directors**

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

### **15.10 Directors' Interests**

- (a) A Director shall declare to the Directors any material personal interest or related party transaction, as defined by the *Corporations Act*, as soon as practicable after that Director becomes aware of their interest in the matter.
- (b) Where a Director declares a material personal interest or in the event of a related party transaction, that Director is ineligible to receive the Directors' meeting papers related to the matter and must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.
- (c) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (d) The CEO (or some other officer as delegated by the Board) shall maintain a register of declared interests.

### **15.11 Minutes**

The Directors must cause minutes of meetings to be made and kept according to the *Corporations Act*.

## **16. TELECOMMUNICATION MEETINGS OF THE COMPANY**

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### **16.1 Telecommunication Meeting**

- (a) A General Meeting or a Directors' Meeting may be held by means of a Telecommunication Meeting, provided that:
- (i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable); and

- (ii) the meeting is convened and held in accordance with the *Corporations Act*.
- (b) All provisions of this Constitution relating to a meeting apply to a Telecommunication Meeting in so far as they are not inconsistent with the provisions of this **clause 16**.

## **16.2 Conduct of Telecommunication Meeting**

The following provisions apply to a Telecommunication Meeting of the Company:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (d) a person may not leave a Telecommunication Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the chair;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Telecommunication Meeting unless that person has previously notified the chair of leaving the meeting; and
- (f) a minute of proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

## **17. CHIEF EXECUTIVE OFFICER**

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### **17.1 Appointment of CEO**

The Directors may appoint a CEO, or direct that the Chairman fulfil the role of **Executive Chairman** or direct that a Director fulfil the role of Managing Director, if a CEO cannot be sourced or resourced.

## **17.2 Powers, Duties and Authorities of CEO**

- (a) Where appointed, the CEO, or the Executive Chairman holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.
- (b) The exercise of those powers and authorities, and the performance of those duties, by the CEO or the Executive Chairman are subject at all times to the control of the Directors.

## **17.3 Suspension and Removal of CEO**

Subject to the terms and conditions of the appointment, where appointed, the Directors may suspend or remove the CEO from that office.

## **17.4 Delegation by Directors to CEO**

The Directors may delegate to the CEO or the Executive Chairman the power (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of the Company. The delegation will include the power and responsibility to:

- (a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;
- (b) manage the financial and other reporting mechanisms of the Company;
- (c) approve and incur expenditure subject to specified expenditure limits;
- (d) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Company; and
- (e) any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.

## **17.5 CEO to Attend Meetings**

Where appointed, the CEO is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Company, all meeting of the Directors and any Committees and may speak on any matter but does not have a vote.

## **18. COMPANY SECRETARY**

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### **18.1 Appointment of Company Secretary**

There must be at least one Company Secretary who is to be appointed by the Directors.

### **18.2 Suspension and Removal of Company Secretary**

The Directors may suspend or remove a Company Secretary from that office.

### **18.3 Powers, Duties and Authorities of Company Secretary**

A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.

## **19. COMMITTEES**

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### **19.1 Committees**

The Directors may delegate any of their powers to Committees consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

### **19.2 Powers Delegated to Committees**

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors.
- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

### **19.3 Committee Meetings**

Unless otherwise determined by the Directors, committee meetings are governed by the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

## **20. POLICIES**

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### **20.1 Making and Amending Policies**

- (a) In addition to policies made under **clause 7.2**, the Directors may from time to time make policies:



- (i) that are required to be made under this Constitution; and
  - (ii) which in their opinion are necessary or desirable for the control, administration and management of the Company's affairs and may amend, repeal and replace those policies.
- (b) The Policies referred to in **clauses 7.2** and **20.1(a)** take effect seven (7) days after the service of the Policy on the Member and shall be of force and effect on that date.

## **20.2 Effect of Policies**

A Policy:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution;
- (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution; and
- (d) may be overruled if a resolution to that effect is passed by the Members at a General Meeting.

## **21. INSPECTION OF RECORDS**

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A Member does not have the right to inspect any document of the Company (including registers kept by the Company) except as required by law.

## **22. ACCOUNTS**

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### **22.1 Accounting Records**

The Directors will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the *Corporations Act*.

### **22.2 Auditor**

A properly qualified auditor or auditors shall be appointed by the Directors and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the *Corporations Act*.

## **23. SERVICE OF DOCUMENTS**

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### **23.1 Document Includes Notice**

In this **clause 23**, document includes a notice.

### **23.2 Methods of Service on a Member**

The Company may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
- (c) by sending it to a facsimile number or electronic email address nominated by the Member.

### **23.3 Methods of Service on the Company**

A Member may give a document to the Company:

- (a) by delivering it to the Registered Office;
- (b) by sending it by post to the Registered Office; or
- (c) by sending it to a facsimile number or electronic email address nominated by the Company.

### **23.4 Post**

A document sent by post if sent to an address:

- (a) in Australia, may be sent by ordinary post; and
- (b) outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the fourth business day after the date of its posting.

### **23.5 Facsimile or Electronic Transmission**

If a document is sent by facsimile or electronic transmission, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the facsimile or electronic email transmission; and
- (b) have been delivered immediately following its transmission, except in the case where the sender is notified by electronic means that delivery cannot be effected as intended (as in the case of a wrong facsimile number or incorrect or old email address). In the case of an undelivered transmission under this sub-clause, the onus is on the sender to make proper enquiries as to the best way to remedy the error and effect proper and prompt delivery.

## **24. INDEMNITY**

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### **24.1 Indemnity of Officers**

- (a) This **clause 24** applies to every person who is or has been:
  - (i) a Director, CEO or Company Secretary of the Company; and
  - (ii) to any other officers, employees, former officers or former employees of the Company or of its related bodies corporate as the Directors in each case determine.

Each person referred to in this paragraph (a) is referred to as an 'Indemnified Officer' for the purposes of the rest of **clause 24**.

- (b) The Company will indemnify each Indemnified Officer out of the property of the Company against:
  - (i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of the Company or of a related body corporate of the Company; and
  - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Company or of a related body corporate of the Company,

unless:

- (iii) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or

- (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

## **24.2 Insurance**

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Company paid the premium, be made void by statute.

## **24.3 Deed**

The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 24.1** on the terms the Directors think fit (as long as they are consistent with **clause 24**).

## **25. WINDING UP**

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### **25.1 Contributions of Members on Winding Up**

- (a) Each Voting Member must contribute to the Company's property if the Company is wound up while they are a Member or within one (1) year after their membership ceases.
- (b) The contribution is for:
  - (i) payment of the Company's debts and liabilities contracted before their membership ceased;
  - (ii) the costs of winding up; and
  - (iii) adjustment of the rights of the contributories among themselves,and the amount is not to exceed AU\$1.00.
- (c) No other Member must contribute to the Company's property if the Company is wound up.

## **25.2 Excess Property on Winding Up**

- (a) If the organisation is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following assets shall be transferred to another organisation with similar objects, which is charitable at law, to which income tax deductible gifts can be made:
  - (i) gifts of money or property for the principal purpose of the organisation;
  - (ii) contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation; and
  - (iii) money received by the organisation because of such gifts and contributions.
- (b) That body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

**SCHEDULE 1**

**Life Members (at date of adoption of Constitution)**

- Joseph Chidiac