

Memorandum & Articles
of Association for
RFL (Governing Body) Ltd



RFL

www.rfl.uk.com

Memorandum & Articles of Association for RFL (Governing Body) Limited

Company No. 5835638

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

1. The name of the Company is "RFL LIMITED". Unless stated to the contrary within this document words and expressions used shall have the same meaning as set out in the Articles of Association of the Company.
2. The registered office of the Company will be situated in England.
3. The objects for which the Company is established shall be:
 - (i) to acquire and undertake the assets and liabilities transferred to the Company by and to carry out the powers, obligations, duties and general objects of the present unincorporated association known as the Rugby Football League and to indemnify the Rugby Football League, its officers, members, members of its board and its council and any other committees and its employees against all costs, claims, demands, actions and proceedings relating to those assets and liabilities and the undertaking of the Rugby Football League and in respect of all liabilities, obligations and commitments (whether legally binding or not) of the Rugby Football League transferred to the Company and also in respect of the costs and expenses and outgoings from or attributable to the transfer of assets and undertaking;
 - (ii) to foster, govern, develop, organise and manage the game of rugby league football ("the Game"), in respect of all age groups, at all levels and for both sexes, in Great Britain and Ireland;
 - (iii) to develop and manage the playing of the Game at an international level;
 - (iv) to make, adopt, vary and publish bye laws, regulations and conditions for the management and/or governance of the Game and its competitions and matters relating thereto, and to take all such steps as shall be deemed necessary or advisable for enforcing such bye laws, regulations and conditions;
 - (v) to organise and administer competitions for the playing of the Game in Great Britain and Ireland by Clubs and those others invited to participate in such competitions;
 - (vi) to promote, provide for, regulate and manage all or any details or arrangements or other things as may be considered necessary or desirable for, or ancillary to, the comfort, conduct, convenience or benefit or players of the Game and of the public or of any other persons concerned or engaged in or associated with the Company;
 - (vii) to assist and co-operate with any organisation having similar objectives;
 - (viii) to exploit and sell and enter into contracts and other arrangements in relation to, and to take action to protect, all rights in or relating to Matches and other intellectual property rights of the Company insofar as those rights are vested in or are managed by the Company;

- (ix) to discipline players, Clubs and members for breaches of any bye laws, rules or regulations or the Laws of the Game and to adjudicate in respect of disputes between Clubs;
 - (x) to do all such other acts or things, to enter into contracts and undertakings with others and to take such other steps as may in the opinion of the Company or the Board be conducive to the attainment or furtherance of the objects of the Company; and
 - (xi) to commit to the principles of equal opportunities and to ensure that the culture, philosophy and processes within the Company and the Game are free from bias and discrimination.
4. In furtherance of the above objects (but not further or otherwise) the Company shall have the following powers:
- (a) to engage, employ or retain on a full-time or part-time basis, and on such terms as to remuneration and other conditions of employment as may be thought fit or on a voluntary basis, any persons qualified to assist, or experienced or skilled in assisting, in the provision of any of the activities of the Company including without limitation the Executive Directors, Non-Executive Directors and such other officials as it may consider appropriate and subject to the provisions of Clause 5 hereof to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependants;
 - (b) to enter into television, Broadcasting, sponsorship, commercial or other contracts or transactions of any kind in connection with the Game on behalf of the Company and for the benefit of its members and to perform any obligations required to be performed by the Company under that contract (and if any member defaults in such obligations or causes the Company to default in such obligations, it shall be dealt with by the Board as they think appropriate and as a result a member may (at the Board's discretion) forfeit any rights to a distribution of fees received under such contract(s) by the Company); and, to enter into contracts, commercial or other transactions in connection with the Game for the benefit of the Company and its members;
 - (c) to grant permission to the appropriate authority to Broadcast a sound commentary of or televise or film for subsequent televising or video release of any Match and fix the fees for the same;
 - (d) to participate in and co-operate with the RLIF in all matters relating to international competitions or relating to the Laws of the Game and to co-operate with other organisations concerned with the administration of the Game;
 - (e) to purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges anywhere in the world, and to construct, maintain and alter buildings or erections;
 - (f) to sell, manage, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company subject to such consents as may be required by law;
 - (g) to execute and do all such other instruments, acts and things as may be requisite for the efficient management, development and administration of the said property;

- (h) to enter into any contract of insurance howsoever in respect of any matter in which the Company has an insurable interest and in particular but without derogating from the generality of the foregoing in connection with any real or personal property in which the Company shall have any interest and which shall include the power to enter into insurance contracts on behalf of members, Clubs, associated bodies, players or other persons;
- (i) to carry out other transactions or things as can be advantageously carried on in connection with or ancillary to the Game or as may be calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company;
- (j) to invest moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (k) to take and accept any gift of money, property or other assets whether subject to any special trust or not for the objects of the Company;
- (l) to print and publish any newspapers, periodicals, books, articles or leaflets;
- (m) to raise funds and organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise;
- (n) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- (o) to make financial levies on Clubs and/or members;
- (p) to investigate the financial affairs of any Club or other member and to demand the production of any documents, books, bank statements, Revenue returns and call for such other evidence as shall be required to carry out such an investigation;
- (q) to give final and binding rulings upon any difference of opinion that may arise as to the meaning of any bye laws, rules, regulations or Laws of the Game and record its decision which shall take effect and to which Clubs and other members shall give effect;
- (r) to decide upon and deal with and make such rulings, decisions and orders as it shall think fit in respect of all matters not provided for in any bye laws, rules, regulations or the laws of the Game or for any matter whatsoever which expression shall not have any restricted or limited meaning but shall be fully comprehensive;
- (s) to organise and implement a drug testing programme which may be operated at any place authorised by the Council and in which all Clubs and members must participate and all players must make themselves available for testing as required (the offences, penalties and procedures are contained in any doping control regulations of the Company from time to time);
- (t) in the event of there having been misconduct of spectators in any ground of a Club or if the ground of any Club is in the opinion of the Board unsafe for spectators or unfit for the playing of the Game to close that ground and make the ground safe either permanently or for a stated period and/or fine the Club if the Club has been guilty of misconduct or conduct prejudicial to the Game or has not managed the ground efficiently;

- (u) subject to the provisions of Clause 5 hereof to pay or provide or to make arrangements for providing gratuities, pensions, benefits, loans and other matters and to establish, support, subsidise and subscribe to any institution, association, club, scheme, fund or trust;
 - (v) to make charges including nominal charges in respect of any of the activities of the Company;
 - (w) to raise or borrow money and to give security over the Company's assets on such terms as may be thought fit subject to such consents as may be required by law;
 - (x) to lend or advance money to any Club or other member and to give credit and to enter (whether gratuitously or otherwise) into guarantees or indemnities of all kinds, whether secured or unsecured, and whether in respect of its own obligations or those of some other person or company with a resolution of the Board;
 - (y) to pay or agree to pay all or any of the promotion, formation and registration expenses of the Company;
 - (z) to contribute to or support any charitable, benevolent or useful object relating to the Game, or participants therein;
 - (aa) to represent or act on behalf of others in any negotiations affecting the interests of any of the Clubs or before any court or tribunal in any jurisdiction and to employ, retain or instruct lawyers and other qualified persons so to act on such terms as to remuneration and other conditions of employment as the Board shall think fit for such purpose;
 - (bb) to make, adopt, amend or otherwise vary and publish rules, bye laws, regulations and/or guidance for the regulation, government, running and organisation of the Game and its competitions and the operation of the Company and to take all such steps as may be required or advisable to enforce the same; and
 - (cc) to amalgamate with any companies, institutions, societies or associations which shall have objects altogether or mainly similar to those of the Company or which are for the benefit of the Game in the United Kingdom or any part thereof and prohibit payment of any dividend or profit to and the distribution of any of their assets amongst their Members at least to the same extent as such payments or distributions are prohibited by this Memorandum of Association;
 - (dd) to do all other acts or things to further the objects of the Company or as may be deemed incidental or conducive to the attainment of such objects or any of them.
5. Any director of the Company may be remunerated or paid by salary or fees or receive any remuneration or benefit in money or money's worth from the Company for discharging his duties as such.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while it is a members, or within one year after it ceases to be a member, for payment of the debts and liabilities of the Company contracted before it ceases to be a member and of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1 (One Pound).

8. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall be paid to or distributed equally among the members of the Company at the date of dissolution.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

THE LEEDS CRICKET, FOOTBALL AND ATHLETIC COMPANY LIMITED

(trading as LEEDS RHINOS RUGBY LEAGUE FOOTBALL CLUB)

Carnegie Stadium

St Michael's Lane

Headingley

Leeds

LS6 3BR

HUDDERSFIELD GIANTS LIMITED

The Galpharm Stadium

Stadium Way

Leeds Road

Huddersfield

HD1 6PG

WAKEFIELD TRINITY RLFC LIMITED

Belle Vue

Doncaster Road

Wakefield

West Yorkshire

WF1 5HT

Dated: 2006

Witness to the above signatures:

Name:

Address:

.....

.....

Occupation:

Articles of Association for RFL (Governing Body) Limited

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

INTERPRETATION

1.1 The following terms shall for the purposes of these Articles bear the meanings set opposite them:

“the Act”	the Companies Act 1985 as amended by the Companies Act 1989 and as further modified by any statutory modification or re-enactment for the time being in force;
“Annual Council Meeting”	the annual Council Meeting which shall be the annual general meeting of the Company for the purposes of the Act;
“Articles”	these Articles of Association;
“BARLA”	the British Amateur Rugby League Association;
“Borrowings”	means the total of: <ul style="list-style-type: none"> (a) amounts borrowed by the Company; (b) any actual or contingent liability under a guarantee given by the Company; (c) amounts due by the Company under any credit sale, hire purchase, and equipment leasing agreements, insofar as any of these can properly be attributed to capital; <p style="margin-left: 40px;">but excluding loans, and guarantees, between the Company and any subsidiary undertaking of it.</p>
“Broadcast”	includes dissemination by digital and analogue Radio, via the internet and by way of satellite, analogue, digital or cable television or any other methods of dissemination created from time to time, and “Broadcasting” shall be construed accordingly;
“Bye-laws”	the bye-laws of the Company created and amended from time to time pursuant to Article 5;
“clear days”	a period of days exclusive of the day on which a notice is served or deemed to be served and of the day for which it is given;
“Club”	any rugby league club which is admitted by the Council as a member of the Company from time to time in accordance with these Articles;

“Club Official”	any director, secretary, chief executive, chairman, employee or duly authorised agent of a Club;
“communication” or “electronic communication”	the same meaning as in the Electronic Communications Act 2000;
“Community Board”	the Community Board constituted pursuant to Article 79;
“Council”	means the members of the Company for the purposes of the Act;
“Council Meeting”	a Council meeting which shall be a general meeting of the Company for the purposes of the Act;
“Cup”	the annual Rugby League Challenge Cup Competition or such competition which replaces it from time to time, by whatever name it may be known, more particularly described in the Operational Rules;
“Cup Tie”	any Rugby League match in the Cup;
“directors” or “the Board”	the board of directors of the Company established in accordance with Article 43, the members of which are directors for the purposes of the Act;
“Executive Director”	an executive director appointed under Article 43 from time to time;
“financial statements”	the income and expenditure account, balance sheet and such other financial reports prepared in accordance with any statutory requirements from time to time in force;
“Game”	means the game of Rugby League Football;
“Grand Final Series”	the divisional play-off competitions which take place towards the end of each Season, more particularly described in the Operational Rules;
“Honorary Positions”	the honorary positions of patron, life president, president, vice-president, life vice-president and life member as set out in the Bye-laws and to which individuals shall be appointed in accordance with the Bye-laws but which shall not confer membership of the Company on the individual for the purposes of the Act;
“Independent Person”	a person: <ul style="list-style-type: none"> (a) who does not have a Relevant Association with any Club or member; and (b) who is not a Relative of any person who has a Relevant Association with a Club or member;
“in writing”	written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form including for the avoidance of doubt, electronic communications;

“Laws of the Game”	the rules, regulations and standing orders which relate to the playing of the Game;
“League Match”	any Rugby League match in any of the League structure based Competitions (for the avoidance of doubt excluding the Cup)set out in the Operational Rules;
“Match”	any of the following: <ul style="list-style-type: none"> (a) a Cup Tie; (b) a League Match; or (c) any other Rugby League match played by any Club or between two Club(s);
“Match Official”	any of the following: <ul style="list-style-type: none"> (a) referee; (b) touch judge; (c) in-goal judge; (d) fourth official/reserve referee; (e) the match commissioner; (f) the interchange official; and (g) the video referee.
“Member”	each of those Clubs and other bodies admitted to membership of the Company and who shall together form the Council in accordance with the provisions of these Articles but, for the avoidance of doubt, excluding Honorary Positions;
“National League”	the divisional competition run by the Company in which certain members participate from time to time and which may be known by another name;
“NL Members”	those Clubs who are members and who at the relevant time are also participating in the National League;
“Non-Executive Directors”	those persons appointed from time to time as the Non-Executive Directors of the Company pursuant to Article 46;
“the Office”	the registered office of the Company created and amended from time to time pursuant to Article 5;
“Operational Rules”	the operational rules of the Company adopted pursuant to Article 96 from time to time;

“Operational Rules Tribunal”	the panel of persons selected by the Board from time to time to comprise the Operational Rules Tribunal in accordance with these Articles;
“Ordinary Resolution”	a resolution of the Council passed at a duly convened meeting of the Council by simple majority on a show of hands or, on a poll, more than 50% of the votes given in relation to that resolution which must in either case include the affirmative votes of not less than four NL Members and not less than four SLE Members;
“Regulations”	the regulations and policies of the Company made by the Board in accordance with Article 5 and amended from time to time;
“Relative”	the spouse, parent or grandparent, child or grandchild, brother, sister, co-habitee or business partner of the person concerned;
“Relevant Association”	that at the time the test is applied or at any time within the period of 12 months preceding that date, the person concerned is or was: (a) a Club Official or a partner in or the sole proprietor of the Club or member concerned; (b) a creditor of the Club or member concerned (excluding normal trade credit); or (c) a professional adviser to a Club or member;
“Representative”	the person nominated by a member to represent the member at meetings of the Council pursuant to Article 3.3;
“Representative Match”	any of the following: (a) an international match of Rugby League Football played between senior/open age or restricted age-level teams from different countries; (b) a test match (ie a game of Rugby League Football played between teams representing members of the RLIF); (c) a representative match between two county teams in Great Britain and Ireland at either senior/open age level or restricted age level; or (d) such other representative matches or games other than Club versus Club games that the Board may decide from time to time which may include (in the Board's discretion) by way of example, Matches organised by BARLA and inter-services Matches;
“RLIF”	the organisation which governs and oversees the Game at international and representative level currently known as the Rugby League International Federation;

- “RLIF Regulations”** the rules and regulations of the RLIF as may be amended from time to time;
- “Season”** in each year the period beginning on the day of the first League Match, Representative Match or Cup Tie (whichever is the sooner) and ending immediately after the completion of the last match in the Grand Final Series or the last Match played by one of the Company’s Representative teams in that calendar year whichever is the later;
- “Secretary”** the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company pursuant to section 283 of the Act, including a joint, assistant or deputy Secretary;
- “SLE”** Super League Europe Limited (a limited liability company registered in England with company number 3238540 and whose registered office is at Red Hall, Red Hall Lane, Leeds LS17 8NB and whose members participate in the rugby league competition known as the Super League;
- “SLE Members”** those Clubs who are members of the Company and who are also members of SLE;
- “Special Resolution”** a resolution of the Council passed at a duly convened meeting of the Council by 75% of members present and voting on a show of hands or 75% of the votes given on a poll, which must in either case include the affirmative votes of not less than four NL Members and not less than four SLE Members;
- “Website”** the Company’s website which, at the date of incorporation, may be accessed at www.therfl.co.uk; and
- “Weekend”** Friday, Saturday and Sunday (inclusive).
- 1.2 Words importing the singular number only shall include the plural number, and vice versa. Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include corporations and unincorporated associations.
- 1.3 Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these Articles become binding on the Company shall, if not inconsistent with the subject or context, bear the same meanings in these Articles.

OBJECTS

2. The Company is established for the purposes expressed in the Memorandum of Association of the Company.

MEMBERS

- 3.1 The subscribers to the Memorandum of Association of the Company; the members as at the date of incorporation of the unincorporated association known as the Rugby Football League; and such other persons as are admitted as members by the Council in accordance with these Articles (and any applicable Rules) shall be the members of the Company. Every person who wishes to become a Member shall deliver to the Company an application for Member in such form as the Directors require executed by him. Any application for Member shall be made to the Chairman and shall be assessed against such criteria as the Council may specify from time to time. Membership is not transferable and shall cease on dissolution.
- 3.2 The provisions of section 352 of the Act shall be observed by the Company and every Member shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member.
- 3.3 The Board may require as a condition for the grant of Member a financial deposit (of such sum as the Board may require) which shall be placed at the disposal of the Company to be utilised by the Company at its discretion upon default by the member of any of its obligations to the Company. Every corporation and unincorporated association which is admitted as a member may exercise such powers as are prescribed by section 375 of the Act. Provided that the Representative (or any deputy) so appointed must, in each case, be selected from the following people: the Chairperson, Chief Executive, Vice Chairperson, Director or Managing Director of that member or their nearest equivalents if the member is not incorporated. Each member shall endeavour to ensure that there is a continuity of representation at Council Meetings (in terms of the individuals who attend). BARLA may appoint three Representatives to attend Council Meetings on its behalf.
- 4.1 Members shall have such rights and obligations as set out in these Articles and any Bye-Laws, Operational Rules or similar and each member by becoming and remaining a member agrees to be bound by the RFL Memorandum, Articles of Association, Bye-Laws and Operational Rules and agrees and accepts the primacy of the RFL Memorandum. Articles of Association, Bye-Laws and Operational Rules in the event of conflict with their own Memorandum, Articles of Association, Bye-Laws, Constitution, Operational Rules or similar.
- 4.2 Each Club Official by participating in the Game agrees to be bound by the RFL Memorandum, Articles of Association, Bye-Laws and Operational Rules and agrees and accepts the primacy of the RFL Memorandum. Articles of Association, Bye-Laws and Operational Rules.
- 4.3 Each member by becoming and remaining a member agrees to observe the RFL's Anti-Doping Rules, Safeguarding Vulnerable Groups Rules, Safeguarding Policy, Diversity and Anti-Racism Policies, Respect Policy and Code of Conduct on Betting & Related Activity and any other rules and policies that may from time to time be adopted by the RFL through the RFL Board and shall ensure that each of their constituent members, employees, officials, volunteers and similar shall observe such rules and policies and shall make it a condition of employment or engagement or of participation in any rugby league competition that each such members, employees, officials, volunteers or similar shall observe such rules and policies.

- 4.4 Subject to the other provisions of these Articles each member shall have the right to:
- (a) attend and vote at all meetings of Council in accordance with Article 9;
 - (b) share in the profits of the Company or any distribution of its funds; and
 - (c) (if it is a Club) participate in one of the Company's competitions.
5. The Council may from time to time make, vary and revoke Bye-laws relating to the Company's relationship with SLE, NL and Community Board, the Honorary Positions and all aspects of membership of the Company including (without limitation):
- (a) setting out different categories of membership of the Company;
 - (b) setting out rights, privileges and obligations of the different categories of member;
 - (c) relating to the organisation of members including, without limitation, rules of finances of and financial and other records and minute books to be kept by members; and
 - (d) setting the levels of subscriptions or entrance fees to be paid by the different categories of member having been requested to consider these matters by the Board.
6. The Council shall have the right to expel any member from membership of the Company for good and sufficient reason, by notice in writing sent by prepaid post to a member's address, to request that member to withdraw from membership of the Company within a time specified in such notice. No such notice shall be sent except on a vote of the majority of the directors present and voting, which majority shall include one half of the total number of the Board for the time being.
7. If, on the expiry of the time specified in such notice, the member concerned has not withdrawn from membership by submitting written notice of the member's resignation, or if at any time after receipt of the notice requesting the member to withdraw from membership the member shall so request in writing, the matter shall be submitted to a properly convened and constituted meeting of the Council. The directors and the member whose expulsion is under consideration shall be given at least 14 days' notice of the meeting, and such notice shall specify the matter to be discussed. The member concerned shall at the meeting be entitled to present a statement in the member's defence either verbally or in writing, and shall not be required to withdraw from membership unless the expulsion is approved by a Special Resolution save that the expulsion of BARLA shall require a unanimous decision of members other than BARLA. If such a vote is carried the member shall thereupon cease to be a member and, in the case of a member, the member's name shall be erased from the register of members.
8. Any member whose subscription or entrance fee is more than six months in arrears shall be deemed to have resigned its membership of the Company unless the Board otherwise decides.

COUNCIL MEETINGS

9. Unless otherwise agreed by Council by Ordinary Resolution and subject as set out below, Council Meetings shall be held at least twice each calendar year. The Board shall designate one such meeting as the Annual Council Meeting at such time and place as may be determined by the Board, and shall specify the meeting as such in the notices calling it, provided that so long as the Company holds its first Annual Council Meeting within 18 months

after its incorporation it need not hold it in the calendar year of its incorporation or in the following calendar year.

10. The Annual Council Meeting shall be held for the following purposes:
 - (a) to receive the reports of the Chairman and of the Chief Executive and the directors' report;
 - (b) to consider and if thought fit, approve the accounts of the Company for the most recently-concluded accounting period;
 - (c) to appoint or to approve the reappointment of the auditors to the Company;
 - (d) to elect or re-elect those of the Non-Executive Directors who are retiring by rotation;
 - (e) to elect a Life President/President and/or President and/or President elect;
 - (f) to elect any Honorary Life members; and
 - (g) to transact any other business specified in the notice of meeting.
11. All Council Meetings, other than the Annual Council Meeting, shall be called Council Meetings. A member may propose a resolution (or resolutions) to be considered at a general meeting. Such proposed resolutions must be seconded by another member and made in writing addressed to the Secretary and be received not less than 35 days before the general meeting at which it is to be proposed.
12. The Board may call Council Meetings and, on the requisition of one-tenth of the members pursuant to the provisions of the Act, shall forthwith proceed to convene a Council Meeting for a date not later than eight weeks after receipt of the requisition. Such requisition must state the object of the meeting. If there are not within England sufficient directors to call a general meeting, any Board member or the secretary may call a general meeting.

NOTICE OF COUNCIL MEETINGS

13. An Annual Council Meeting and a Council Meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least 28 clear days' notice. All other Council Meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
 - (a) in the case of an Annual Council Meeting, by all the members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the members.
14. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted, with supporting paperwork as appropriate, and in the case of an Annual Council Meeting, shall specify the meeting as such. The notice shall be given to all the members entitled to vote thereat and to the directors and (if any) the auditors.

15. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings had, at any meeting.

PROCEEDINGS AT COUNCIL MEETINGS

16. No business shall be transacted at any Council Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided the quorum for the transaction of business shall be that number of members holding 50% of the eligible votes for that meeting provided that the members present include no less than one-third (rounded down) of the SLE Members and no less than one-third (rounded down) of the NL Members.
17. If within half an hour from the time appointed for the holding of a Council Meeting a quorum is not present, the meeting, if convened on the requisition of the members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Council may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present shall be a quorum.
18. The most senior Executive Director shall preside as chairman at every Council Meeting, but if he shall be absent, or if at any meeting he is not present within 15 minutes after the time appointed for holding the next most senior director who is present and willing to act to preside.
19. The chairman of the meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever such a meeting is adjourned for 14 days or more, notice of the adjourned meeting shall be given in the same manner as of the original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
20. The chairman of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either without fixing a day for the meeting or to another time or place where it appears to him that:
 - (a) members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting;
 - (b) the conduct of persons present prevents or is likely to prevent the orderly continuation of business; or
 - (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
21. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted upon. In the case of a resolution duly proposed as a special or extraordinary resolution, no amendment thereto (other than a mere clerical amendment to correct a typographical error) may in any event be considered or voted upon.

22. Subject to the provisions of the Act these Articles and/or the Bye-laws, a resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded.
23. Subject to the provisions of the Act, a poll may be demanded for the election of the President or the Vice President or on any decision to adjourn a general meeting pursuant to Article 19:
 - (a) by the chairman of the meeting; or
 - (b) by at least 5 members;and a demand by a person as proxy for a members shall be the same as a demand by the members.
24. Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
25. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
26. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
27. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
28. A poll demanded on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
29. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
30. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a Council Meeting at which he was present shall be as effectual as if it had been passed at a Council Meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

VOTES OF MEMBERS

31. The Council may agree to a member changing its Representative during the Council year. A Representative may be replaced by his or her deputy, or by a substitute if the deputy is unable to attend in exceptional circumstances provided that notice, specifying a good reason for the substitution, is given to the Secretary not later than close of business on the business day before the Council Meeting concerned.
32. A Representative shall, unless the Council otherwise decides no longer be entitled to represent a member if he is absent without sufficient reason from three consecutive Council Meetings.
33. Subject to Article 35, each member which is not a Club shall have one vote at Council Meetings save for BARLA which shall have three votes. For the avoidance of doubt each of BARLA's three Representatives may vote at Council Meetings.
34. Subject to Article 35 the number of votes held by each Club shall be calculated as follows:
- (a) if the number of SLE Members is identical to the number of NL Members then each such member shall have one vote;
 - (b) otherwise, the aggregate number of votes of SLE Members on the one hand and of NL Members on the other hand shall be equal so that:
 - (i) if there are more NL Members than SLE Members, each SLE Member shall have a number of votes calculated as follows:

$$\text{Number of votes} = \frac{\text{Number of NL Members}}{\text{Number of SLE Members}}$$

and each NL Member shall have one vote but there shall be no rounding so that the number of votes held by a member may include a fraction; or
 - (ii) if there are more SLE Members than NL Members, the process described in (i) above shall apply, with the numerator and denominator reversed, so as to calculate the number of votes for NL Members, and each SLE Member shall have one vote; and
 - (iii) by way of non-binding example

If there are 20 NL Members and 12 SLE Members then:

 - each NL Member gets one vote
 - each SLE Member gets $20 \div 12 = 1 \text{ and two-thirds votes}$ x 12

thus the total number of votes will be 20 for NL Members and 20 for SLE Members.
- When calculating votes using this formula, each NL Member shall be considered to have one vote, each non Club member one vote and each SLE Member such number of votes as is determined by the formula.
35. The appointment of a proxy shall be executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve).

“RFL (Governing Body) Limited

I/We, _____, of _____,

being a member/members of the above-named Company, hereby appoint

of _____, or failing him,

of _____, as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on _____ 200[] and at any adjournment thereof.

Signed on _____ 200[] .”

36. Where it is desired to afford members an opportunity of instructing the proxy how he shall act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve):

“RFL (Governing Body) Limited

I/We, _____, of _____,

_____ , being a member/members of the above-named Company, hereby appoint

of _____, or failing him,

of _____, as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on _____ 200[], and at any adjournment thereof. This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for *against

Resolution No. 2 *for *against.

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this _____ day of _____ 200[] .”

37. The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board may:
- (a) in the case of an instrument in writing be deposited at the Office or at such place within England as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than one hour before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

- (b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications
 - (i) in the notice convening the meeting, or
 - (ii) in any instrument of proxy sent out by the Company in relation to the meeting, or
 - (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,be received at such address not less than one hour before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
 - (c) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than one hour before the time appointed for the taking of the poll; or
 - (d) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the Secretary or to any director; and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid. In this regulation and the next, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.
38. A vote given or poll demanded by proxy or by the duly authorised Representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
39. If any votes are given or counted at a Council Meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said meeting, unless the objection to such votes be taken at the same meeting, and not in that case unless the chairman of the meeting shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing.
40. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

BOARD

41. The number of directors shall be not less than three and unless and until varied by ordinary resolution of the Company in Council Meeting shall be subject to a maximum of five.

42. The directors shall be:
- (i) two Executive Directors; and
 - (ii) up to a maximum of three Non-Executive Directors.
43. The first directors, who shall hold office until such time as they are due to retire in accordance with these Articles, shall be:
- (i) the Executive Directors: Richard Lewis
 Nigel Wood
 - (ii) the Non-Executive Directors: Tony Gartland
 Maurice Watkins
 Ian Edwards
44. Subject to Article 50, the Executive Directors from time to time may only be removed by a unanimous resolution of the Non-Executive Directors and shall not be subject to retirement by rotation. Subject to Article 49 the directors set out in paragraph (ii) of Article 43 shall hold office until the Annual Council Meeting in the year set out in brackets after their respective names, at which meeting the director concerned shall retire but shall be eligible for re election in accordance with these Articles.

NON-EXECUTIVE DIRECTORS

45. Subject to Article 48 below, each Non-Executive Director shall serve for a three-year term from the Annual Council Meeting at which he is elected or re-elected to the Annual Council Meeting in the third year after his election, but shall be eligible to serve for a total of 3 three-year terms. Each year elections shall be held at the Annual Council Meeting to elect a Non-Executive Director in place of any director retiring and the Board shall ordinarily nominate at least one Independent Person to serve as a Non-Executive Director in accordance with regulations made by the Board pursuant to Article 92.
46. All Non-Executive Directors and all candidates for the post of Non-Executive Director shall be Independent Persons. If a Non-Executive Director ceases to be an Independent Person then he shall be deemed automatically and immediately to have vacated his position as Non-Executive Director.
47. If there are fewer or an equal number of candidates nominated as there are vacancies, the candidates shall be declared elected unopposed at the Annual Council Meeting. In the event of there being more candidates nominated than vacancies, there shall be an election at the Annual Council Meeting or a postal ballot in accordance with the provisions of Article 30.

NON-EXECUTIVE VACANCIES

48. Where there is a vacancy or vacancies for a Non-Executive Director, whether that be by way of Director removal or retirement, failure to appoint at an Annual Council Meeting or otherwise, such vacancy may be filled by the Board provided always that:
- a. anyone appointed to fill the vacancy shall be an Independent Person;
 - b. anyone appointed to fill the vacancy shall hold office until the next Council Meeting

- c. at the next Council Meeting, the person appointed to fill the vacancy shall be subject to election by way of ordinary resolution
- d. in the event that the person appointed to fill the vacancy is not elected at the next Council Meeting, he shall be removed as a Director
- e. in the event that the person appointed to fill the vacancy is elected at the next Council Meeting, he shall remain as a Director until such time as he would have been due to retire had he been appointed at the most recent previous Annual Council Meeting and shall be eligible for re-election in accordance with these Articles.

REMOVAL OF DIRECTORS

49. In addition and without prejudice to the provisions of section 303 of the Act, the members may by Ordinary Resolution remove any Non-Executive Director before the expiration of his period of office, and may by an ordinary resolution appoint another suitably qualified person in his stead; but any person so appointed shall retain his office so long only as the director in whose place he is appointed would have held the same if he had not been removed.
50. The office of director (including the Executive Directors) shall be vacated in the following circumstances:
 - (a) if a receiving order is made against him or he becomes bankrupt or makes any arrangement or composition with his creditors; or
 - (b) if he becomes of unsound mind; or
 - (c) if by notice in writing to the Board he resigns his office; or
 - (d) if he fails to attend three consecutive Board meetings without giving good or sufficient reason; or
 - (e) once he attains the age of 75;
 - (f) in the case of the Non-Executive Directors, when their respective term of office expires and they are not re-elected;
 - (g) if he becomes prohibited from holding office by law or by virtue of any provision of the Act;
 - (h) if he is removed from office by a resolution duly passed pursuant to section 303 of the Act; or
 - (i) if he is requested to resign by all the other directors acting together;

Section 293 of the Act shall not apply.

POWERS OF THE BOARD

51. The business of the Company shall be managed by the Board who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company including,

without prejudice to the generality of the foregoing, the power to borrow, and as are not by the Act or by these Articles required to be exercised or done by the Company in general meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Act for the time being in force and affecting the Company, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by an Ordinary Resolution, but no resolution made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

52. The Board may act notwithstanding any vacancy in their body.
53. If the Board shall at any time be or be reduced in number to less than the number prescribed by or in accordance with these Articles, it shall be lawful for them to act as the Board for the purpose of summoning a general meeting, but not for any other purpose.

PROCEEDINGS OF THE BOARD

54. The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit, provided that at least four such meetings shall be held in each year.
55. Questions arising at a meeting shall be decided by a majority of votes. Voting on any issue shall be by show of hands. Subject to Article 65 each director shall be entitled to one vote. In the case of an equality of votes, however, the chairman of any meeting of the Board shall have a casting vote.
56. Notice of all meetings and minutes of all meetings shall be served on all members of the Board. The Board may invite or allow any person to attend its meetings as an observer and to speak but no such person shall have the right to vote at Board meetings.
57. The Chairman shall be chairman of the Board. The Chairman shall preside as chairman at all meetings of the Board at which he shall be present, but if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting or is not willing to preside another member of the Board shall act as chairman of the meeting on the agreement of two directors.
58. A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Board generally. The quorum for meetings of the Board or any committee formed pursuant to the provisions of Article 60 shall be three directors, one of whom must be an Executive Director.
59. The Board may delegate any of their powers to any sub-committee consisting of such of their number and such other persons as they think fit.
60. Any sub-committee formed pursuant to Article 59 shall, in the exercise of the powers delegated to it, conform to any regulations imposed on it by the Board. The resolution making the delegation shall specify the financial limits within which any sub committee shall function. The meetings and proceedings of any such sub committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. All acts and proceedings of such sub-committees shall be reported in due course to the Board.

61. All acts bona fide done by any meeting of the Board or of any sub-committee, or by any person acting as a director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office.
62. The Board shall cause proper minutes to be made of all appointments of the Board and of the proceedings of all meetings of the Company and of the Board and of sub-committees, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated. The minutes of recorded decisions shall not be distributed to Representatives or members but the Board shall regularly report to Council on its activities subject to the requirements of confidentiality. At each meeting of the Board, and any sub board of the Board, there shall be proposed a resolution that the minutes of the previous meeting of the Board (or such sub-board as appropriate) be approved and following such resolution being passed and the signature of such minutes by the chairman of the meeting such minutes shall constitute conclusive evidence of the relevant proceedings.
63. A resolution in writing signed by all the directors for the time being or by all the members for the time being of any sub-committee who are entitled to receive notice of a meeting of the Board or of such sub-committee shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.

TELEPHONE MEETINGS

64. A director may participate in a meeting of the Board, or of a committee of the Board, by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is.

DIRECTORS' APPOINTMENTS AND INTERESTS

65. Save as otherwise provided by these Articles, a director shall not vote at a meeting of the Board or of a sub committee on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:
- (a) The resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries;
 - (b) The resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
 - (c) His interest arises by virtue of his subscribing or agreeing to subscribe for any shares, debentures or other securities of any of the Company's subsidiaries, or by virtue of his

being, or intending to become, a participant in the underwriting or sub underwriting of an offer of any such shares, debentures, or other securities by the Company's subsidiaries for subscription, purchase or exchange;

- (d) The resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by the Inland Revenue for taxation purposes.

For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company), connected with a director shall be treated as an interest of the director.

66. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
67. The Company may by Ordinary Resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of these Articles prohibiting a director from voting at a meeting of the Board or a sub committee formed under Article 59.
68. Where proposals are under consideration concerning the appointment of two or more directors to employment with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
69. If a question arises at a meeting of the Board or of a sub committee as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.
70. Subject to the provisions of the Act, the Board may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and the Company.
71. Subject to the provisions of the Act, and provided that:
- (i) he has disclosed to the Board the nature and extent of any material interest of his in accordance with Article 65;
 - (ii) he remains an Independent Person; and
 - (iii) the other Board members present at the Board Meeting so agree;
- a director notwithstanding his office:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
 - (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
72. For the purposes of these Articles:
- (a) a general notice given to the Board that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and
 - (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

DIRECTORS' GRATUITIES AND PENSIONS

73. The Board may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.
74. No director shall take any loan from the Company.

EXECUTIVE DIRECTORS

75. A majority of the Non-Executive Directors shall appoint two persons to be the Executive Directors on such terms and for such period as they think fit and the Board may delegate to the Executive Directors such of its powers as they think desirable to be executed by them.

HONORARY POSITIONS

76. The Company shall have such Honorary Positions as are provided for in the Bye-laws from time to time.

SECRETARY

77. Subject to the provisions of the Act, the secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit and any secretary so appointed may be removed by them.

OPERATIONAL RULES TRIBUNAL

78. The Board shall select a Operational Rules Tribunal of persons, each of whom (unless the Board agrees otherwise) shall be Independent Person. The Board shall also nominate one or more of the members of the Operational Rules Tribunal as the senior Operational Rules Tribunal member(s). The senior Operational Rules Tribunal member(s) shall be responsible for the selection of members to sit from time to time on the Assessment Panel, the Compensation Tribunal, the Disciplinary Committee, the Appeals Board or any other committee or tribunal which the Operational Rules or the Board require.

COMMUNITY GAME

79. In accordance with the powers conferred on it by virtue of Article 59, the Board shall establish a Community Board which shall be accountable to the Board for the management and development of all aspects of the community, grass roots and amateur game of rugby league. The role of the Community Board shall be to assist in the organisation and management structure of the Company and to bring together all areas of the British rugby league community, grassroots and amateur game under the governance of the Company.
80. Membership of the Community Board will be made up of one representative, who shall serve for a period of 2 years (but shall then be entitled to re-appointment), from each of the following for so long as they remain members of the RFL:
- a) British Amateur Rugby League Association;
 - b) Armed Forces Rugby League;
 - c) English Schools Rugby League;
 - d) Students Rugby League;
- and also
- e) one representative of a Youth and Junior Forum and one representative of an Open Age Forum elected in accordance with the Community Board's Terms of Reference & Operation, such Forums to be convened by the RFL;
 - f) the RFL's Chairman, who shall be the Chair of the Community Board;
 - g) the RFL's Chief Executive Officer; and
 - h) 2 representatives appointed by the RFL Board who shall serve for a period of 2 years (but shall then be entitled to re-appointment) .
81. Each of the members of the Community Board shall have one vote at the Community Board. In the case of an equality of votes, however, the chairman of any meeting of the Community Board shall have a casting vote.
82. The Community Board shall conduct its proceedings in accordance with the Terms of Reference & Operation set by the RFL Board. These Terms of Reference & Operation shall be amended by resolution of the RFL Board only.

83. The Board shall be entitled to accept applications from Community Clubs and Community Leagues to become Associates of the RFL. Any Community Club or Community League which wishes to become an Associate shall deliver to the Company an application for Associate status in such form as the Board shall require. Any such application shall be made to the Chairman and shall be assessed against such criteria as the Board may specify from time to time. Associate status is not transferable and shall cease on dissolution of the Associate and/or the Company and the Board shall have the power to terminate Associate status at any time. Associate status does not confer on the Associate membership of the Company and/or any of the membership rights set out in these Articles of Association, and in particular does not confer voting rights. The Board may set such conditions as it shall require as a condition for the grant of Associate status and shall set such rights and obligations of Associates as the Board shall deem appropriate. However, Associate status is conditional upon each Associate agreeing, which agreement shall be deemed by application for Associate status, to observe the RFL's Anti-Doping Rules, Safeguarding Vulnerable Groups Rules, Safeguarding Policy, Diversity and Anti-Racism Policies, Respect Policy and Code of Conduct on Betting & Related Activity and any other rules and policies that may from time to time be adopted by the RFL through the RFL Board and shall ensure that each of their constituent members, employees, officials, volunteers and similar shall observe such rules and policies and shall make it a condition of employment or engagement or of participation in any rugby league competition that each such members, employees, officials, volunteers or similar shall observe such rules and policies. Where such Associate does not comply with this condition, the Board shall have the right to terminate the Associate status.
85. BARLA and the RFL shall remain as separate organisations and for the avoidance of doubt the RFL shall not have the power either to amend the Constitution of BARLA or to dissolve BARLA.

ACCOUNTS

86. The Board shall cause accounting records of the Company to be kept in accordance with section 221 of the Act and any regulations made pursuant thereto (or as the same may be hereafter amended or altered). In particular, the accounting records shall include proper details of:
- (a) all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place; and
 - (b) all sales and purchases of goods by the Company; and
 - (c) the assets and liabilities of the Company.
87. Accounting records shall be kept at the Office or, subject to section 222 of the Act, at such other place or places as the Board shall think fit and shall always be open to the inspection of the Board (and any member acting by a duly authorised Representative) at any reasonable time on prior application to the Board and the Board's permission shall not be unreasonably withheld.
88. The accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more appropriately qualified auditor or auditors. Auditors, if required, shall be appointed and their duties regulated in accordance with the Act.

89. At the Annual Council Meeting in every year the Board shall lay before the members financial statements for the period since the last preceding financial statements (or in the case of the first financial statements since the incorporation of the Company made up to a date not more than seven months before such meeting). All financial statements shall be accompanied by reports of the Board and the auditors (if any) of the Company, and copies of such financial statements and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than 21 clear days before the date of the meeting, subject nevertheless to the provisions of section 238(4) of the Act, be sent to the auditors (if any) and to all other persons entitled to receive notices of general meetings in the manner in which notices are hereinafter directed to be served.

NOTICES

90. A notice may be served by the Company upon any member, either personally or by sending it through the post in a prepaid letter, addressed to such member at his registered address as it appears in the register of members or by giving notice using electronic communications to an address for the time being notified to the Company by the members, or by publishing it on the Website. For the avoidance of doubt, no additional notification that a notice is to be published on the Website will be given to a members unless he notifies the Company in writing that he does not wish to receive notice in this way.
91. Any members described in the register of members by an address not within Great Britain, who shall from time to time give the Company an address within England at which notices may be served upon him, shall be entitled to have notices served upon him at such address, or an address to which notices may be sent using electronic communications, but, save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within England shall be entitled to receive notices from the Company.
92. Any notice, if served by first class (or equivalent) post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post as a prepaid letter. Any notice, if served by electronic communications, shall be deemed to have been given at the expiration of 48 hours after the time it was sent.

INDEMNITY

93. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.
94. Without prejudice to the provisions of Article 93 the directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, or employees of the Company or any subsidiary of the Company, or who are or were at any time trustees of any pension fund in which any employees of the Company or subsidiary are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or

purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund.

BORROWINGS

95. The Board shall restrict the Borrowings of the Company so that they shall not at any time exceed £5,000,000 (five million pounds) without the prior approval of a Special Resolution.

OPERATIONAL RULES

96. The directors have the power from time to time to make, repeal and amend the Operational Rules and the following Anti-Doping Rules, Safeguarding Vulnerable Groups Rules, a Safeguarding Policy, Diversity and Anti-Racism Policies, a Respect Policy and a Code of Conduct on Betting & Related Activity and such other regulations or policies as the Board thinks fit for the better administration of the Company. The Council shall have the ability to amend the Operational Rules from time to time by Special Resolution.

DISSOLUTION

97. Clause 7 and 8 of the Memorandum of Association relating to the winding-up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

THE LEEDS CRICKET, FOOTBALL AND ATHLETIC COMPANY LIMITED
(trading as LEEDS RHINOS RUGBY LEAGUE FOOTBALL CLUB)
Carnegie Stadium, St Michael's Lane
Headingley, Leeds LS6 3BR

HUDDERSFIELD GIANTS LIMITED
The Galpharm Stadium, Stadium Way
Leeds Road, Huddersfield HDL 6PG

WAKEFIELD TRINITY RLFC LIMITED
Belle Vue, Doncaster Road
Wakefield, West Yorkshire WF1 5HT

Dated:..... 2012

Witness to the above signatures:

Name:.....

Address:.....
.....
.....

Occupation.....

Members as at Date of Incorporation**Clubs**

Club Name	Company Name
Barrow Raiders	Barrow Rugby Football Club Limited
Batley Bulldogs	Batley Football Club Limited
Bradford Bulls	Bradford Bulls Holdings Limited
Castleford Tigers	The Castleford Rugby League Football Club Limited
Crusaders RL	W Crusaders Limited
Dewsbury Rams	Dewsbury Rams RFLC (Holdings) Limited
Doncaster	Doncaster Dragons Rugby League Football Club (2001) Limited
Featherstone Rovers	Featherstone Rovers Rugby League Football Club Limited
Gateshead Thunder	Thunder Rugby Limited
Halifax	Halifax Rugby League Football Club Limited
Harlequins	Harlequins Rugby Football Club Limited
Huddersfield Giants	Huddersfield Giants Limited
Hull FC	Hull Super League Limited
Hull Kingston Rovers	Hull Kingston Rovers Football Club Limited
Hunslet Hawks	New Hunslet Rugby League Football Company Limited
Keighley Cougars	Keighley Cougars RLFC (2010) Limited
Leeds Rhinos	The Leeds Cricket, Football and Athletic Company Limited (also Leeds Rugby Ltd)
Leigh Centurions	Sporting Club Leigh Limited
London Skolars	London Skolars Limited
Oldham	Oldham Rugby League Football Club (1997) Limited
Rochdale Hornets	Rochdale Hornets Football Club Company Limited
Salford Reds	Salford Football Club Company (1914) Limited
Sheffield Eagles	Sheffield Eagles 2000 Limited
St Helens	St Helens Rugby Football Club Limited
Swinton Lions	Swinton Rugby League Club Limited
Wakefield Trinity Wildcats	Wakefield Trinity Rugby League Football Club Limited
Warrington Wolves	The Warrington Football Club Limited
Whitehaven	Whitehaven Rugby League Football Club (2010 Limited)
Widnes Vikings	Widnes Rugby League Football Club Limited
Wigan Warriors	The Wigan Football Club Limited
Workington Town	Workington Town Rugby League Football Club Limited
York City Knights	York City Knights Rugby League Football Club Limited

Other Members

BARLA
English Schools Rugby League
Combined Services Rugby League
Students Rugby League
Wales Rugby League

BYE-LAWS

- 1.1 Words used in these Bye-laws shall have the meaning assigned to them in the Articles of Association, unless the context otherwise requires.
- 1.2 The Council shall have the ability to amend these Bye-Laws from time to time by Special Resolution

RELATIONSHIP BETWEEN RFL MEMBERS & LEAGUES

- 2.1 The ownership of Super League, or such other competition if any as may in the future replace it, including the arrangement, management, promotion and administration of the Super League competition (and any event or competition involving Clubs in Super League and rugby league clubs from the southern hemisphere) and all intellectual property rights of any description whatsoever concerning the same shall vest absolutely in SLE.
- 2.2 SLE shall at all times have the sole and exclusive right to
 - (a) negotiate contracts for the Broadcasting and other reproductions of the Super League and other competitions referred to in Bye-law 2.1;
 - (b) grant licences to use and exploit its name and all other intellectual property owned by SLE, including titular sponsorship for the Super League and Events promoted by it; and
 - (c) receive and retain all proceeds gained from these rights for its own use absolutely.

SLE shall be entitled to delegate negotiation of such matters on its behalf to the Board or to any third party which delegation shall be exclusive and shall subsist until terminated by not less than one month's written notice to the Board or the third party concerned by SLE. As regards any delegation to the Board, unless and until such termination notice has been received and has expired, the Board shall be empowered to enter into any contract relating to SLE's rights as if such contract were a contract to be entered into by the Company. It is recorded that such a delegation to the Board was in force at the date of adoption of these Bye-Laws on 7 June 2006 and amendment of these Bye-Laws on 13 February 2008.

- 2.3 Subject to the Operational Rules, SLE retains and reserves to itself the right to be consulted by the Company before the Company arranges, proposes to arrange or attempts to negotiate whether by correspondence or otherwise any new club competition whether in or out of the season which involves the participation of any club in Super League or of players on the register of such clubs and shall have the right either to refuse to participate or to release its players if the Event, cup tie or match shall interfere in any way with Super League or be in the view of Super League unreasonable in the light of its interests or those of its players and Super League shall be the only judge of such reasonableness. In this Bye-law the word "Event" shall include any match between a Super League club and a club which is a member of a league in the southern hemisphere.
- 2.4 NL Members collectively shall at all times have the sole and exclusive rights to:
 - (a) grant licences to use and exploit its name and all intellectual property owned by NL Members collectively including titular sponsorship for competitions involving only NL Members;

- (b) receive and retain all proceeds gained from these rights and other relevant commercial rights related solely to competitions in which only NL Members compete (including Broadcasting) for its own use absolutely.
- 2.5 NL Members collectively have delegated to the Board on an exclusive basis the negotiation of all licences of the rights referred to above, which delegation shall subsist until terminated by not less than one month's notice to the Board from a majority of NL Members. Unless and until such notice has been received and has expired, the Board shall be empowered to enter into any contract relating to such rights as if such contract were a contract to be entered into by the Company. It is recorded that such a delegation is in force at the date of adoption of this Constitution.
- 2.6 Notwithstanding anything to the contrary contained in the Bye-Laws or the SLE's Articles of Association:
 - (a) promotion and relegation between Super League and the National League shall be in accordance with the provisions of the Operational Rules as amended; and
 - (b) the SLE, NL and their member Clubs agree to abide by the provisions of the Bye Laws and the Company shall have the sole and exclusive right to:
 - (i) determine the membership of the Company;
 - (ii) govern, organise, administer and retain all proceeds relating to the Cup and other cup competitions and all Representative Matches as set out in the Operational Rules;
 - (iii) implement the rules relating to players, disciplinary matters, anti-doping, Match Officials and licensing of agents, as set out in the Operational Rules and as amended from time to time;
 - (iv) arrange, manage, promote and otherwise administer and deal with all professional rugby league matches (other than those set out in Bye-Law 2 above) in Great Britain and Ireland (or any part thereof) (and such other matters or issues which relate to the playing of the Game) and receive and retain all proceeds relating to the same;
 - (v) insofar as such fixtures are determined by someone rather than the Board, separately SLE agrees to discuss the fixture programme for Super League with the Chairman not less than 14 days prior to its publication and further agrees to use its reasonable endeavours to take account of the Chairman's reasonable representations.
 - (c) the Company shall be entitled to dispose of all or any of its assets pursuant to one or more Transfer Agreement(s), to license all or any of its intellectual property rights pursuant to one or more Licence(s), and/or to devolve any of its powers, functions, responsibilities or duties to another party or parties pursuant to a Services Agreement or Services Agreement(s).
- 3. **BARLA AND THE RFL SHALL REMAIN AS SEPARATE ORGANISATIONS AND FOR THE AVOIDANCE OF DOUBT THE RFL SHALL NOT HAVE THE POWER EITHER TO AMEND THE CONSTITUTION OF BARLA OR TO DISSOLVE BARLA,**

4. MEMBERSHIP BYE-LAW

4.1 The following expressions shall have the following meanings:

“Acquisition” means the acquisition (whether by purchase, transfer, renunciation or otherwise) of the whole or a substantial part of the assets or undertaking of any member;

“Change of Control” means that there is any change in the person who controls a member, and for this purpose “control” shall have the meaning given to it in Section 416 of the Income and Corporation Taxes Act 1988.

4.2 Under the Articles there is one class of membership of the Company: being the Super League Clubs, the National League Clubs and non Club members. Save where set out in the Articles or this Bye-law, each member shall have the same rights and obligations. The members as at the date of the incorporation of the Company are the Clubs listed in the Annex. For the avoidance of doubt, “Honorary Life Member” status conferred on an individual under Bye-law 5 is an honorary title only and does not confer membership of the Company on an individual or any of the rights and obligations of members.

4.3 Where any person acquires a member or there is a Change of Control, the member concerned shall cease to be a member (on written notice of the RFL).

4.4 The Board is under no obligation to serve notice within any time limit upon being notified of a potential or actual Acquisition or Change of Control and may delay in serving notice and take steps to assist the member, but such delay or assistance will not preclude its right to serve a notice of withdrawal of membership at any point in the future.

4.5 Where a member is subject to an Insolvency Event, as defined below, the member concerned shall immediately cease to be a member upon written notice from the Company.

4.6 The Board is under no obligation to serve notice within any time limit upon being notified of an Insolvency Event and may delay in serving notice and take steps to assist the member, but such delay or assistance will not preclude its right to serve a notice of withdrawal of membership at any point in the future. However, where the Company is notified or aware of an Insolvency Event, it shall be obliged to serve notice prior to the expiry of the season in which the Company is made aware of the Insolvency Event or prior to the commencement of the following season if the Company were not notified or made aware during the normal league playing season, so that the sporting sanctions shall apply to the season in which the Insolvency Event occurred or the following season if the Insolvency Event occurred other than during the normal playing season.

4.7 In the event of a member ceasing to be a member upon notice from the Company by virtue of Acquisition, Change of Control or Insolvency Event, the Board, at its absolute discretion, shall have the right to readmit the member or admit a new member as a member on any terms as it sees fit, which for the avoidance of doubt, may include financial, administrative and/or sporting sanctions. In the event of membership continuing the Board may determine that membership shall be deemed to continue to subsist as if the member had not ceased to be a member at all. The Board will from time to time set out policy for the exercise of its discretion but is not bound by such policy or precedent decided under such policy or previous policy and the Board shall be entitled to amend any policy with immediate effect.

- 4.8 The Board has the right (but not obligation) to stipulate in advance of an Acquisition. Change of Control or Insolvency Event, whether or not a member will be readmitted or a new member admitted in such circumstances and to stipulate what terms it will apply.
- 4.9 For the avoidance of doubt a Club may participate in Super League without being a member (at the discretion of SLE). However, any non-Member club which participates in any competition referred to in the Operational Rules (including but not limited to Super League) must agree to be bound by the Bye Laws and in any event will be deemed to have agreed to be so bound by its participation in the competition.
- 4.10 An "Insolvency Event" shall occur if
- (a) a member is a company within the meaning of section 735(1) of the Companies Act 1985 ("the 1985 Act") and any process, application or event mentioned in (i) to (v) (inclusive) below occurs in relation to the Company:
 - (i) the company is deemed unable to pay its debts within the meaning of Section 123(1) (a), (b), (c), (d), (e) or (2) of the Insolvency Act 1986 ("the 1986 Act") or becomes the subject of insolvency within the meaning of section 247(1) of the 1986 Act or otherwise;
 - (ii) any petition is presented or any demand under section 123(1)(a) of the 1986 Act is served on the company or an order is made or resolution passed for the winding up of the company or a notice is issued convening a meeting for the purpose of passing any such resolution;
 - (iii) any petition is presented for an administration order or any notice of the appointment or of intention to appoint an administrator of the company is filed in court or an administration order or interim order is made in relation to the company in each case within the meaning of the 1986 Act;
 - (iv) any administrative or other receiver or manager is appointed of the company or of all any part of its assets and/or undertaking within the meaning of Part III of the 1986 Act or otherwise or any other step is taken to enforce any encumbrances over all or any part of the assets and/or undertaking of the company;
 - (v) any step is taken, or any negotiations are commenced, by the company or its directors, with a view to proposing any kind of composition, compromise or arrangement involving the company and any of its creditors, including but not limited to a voluntary arrangement under Part I of and/or Schedule A1 to the 1986 Act or a compromise or arrangement under Part XIII of the 1985 Act; or
 - (b) a member is not a company and any process, application or event which would be an Insolvency Event if that member were a company or which is considered by the Board in its absolute discretion to be similar to one of the events listed above occurs in relation to the owner or owners, member or members, sole trader or partners
- 4.11 Any person who was a director of or was concerned in the management of any member at the time at which any Insolvency Event or similar event occurred or at any time in the period of 12 months before any such Insolvency Event or similar event occurred shall not be entitled to become or to remain a director of that or any other member unless that person shall have shown good cause to the reasonable satisfaction of the Board as to his/her fitness to be such a director and no member shall engage or retain any such person as a director.

- 4.12 The Board shall have the right to require by written notice any member which is a Club and which his for the time being not owned by a limited company incorporated under the Companies Act 1985 as amended to as quickly as is practicable take all such steps as are within its power to become, or become owned by, such a limited company. If the relevant member shall, after such time as the Board shall deem reasonable for the purpose of incorporation, have failed to become so incorporated the Board shall be entitled to expel such Club from membership of the Company in the manner set out in 104.9 above.
- 4.13 Any member which is a Club intending to resign as a member of the Company may do so only with effect from the end of a Season ("the Relevant Season") and any such resignation shall only be effective if given in writing to the Chairman on or before 31 August preceding the end of the Relevant Season.
- 4.14 Any member which voluntarily ceases to be a member of the Company shall on demand indemnify the Company on behalf of itself and the remaining members against all losses, damages, liabilities, costs or expenses whatsoever suffered or incurred by the Company or any such member and which arise as a direct result of such cessation (including, but not limited to, loss of income or profits from any Broadcasting, sponsorship or other commercial agreement) provided always that such losses, damages, liabilities, costs or expenses can be said to have arisen solely as a result of the cessation of membership and the contracts or obligations from which such losses arose or were in existence at the date of cessation
- 4.15 Except in relation to membership of SLE if any Member resigns from membership or is unable to continue in the Company or is suspended or expelled from the relevant league or from membership then its playing record shall (if the Board thinks fit) be expunged and the membership of the divisions shall be decided by the Board.

5. HONORARY POSITIONS

- 5.1 There shall be the following Honorary Positions:
- (a) Patron, who shall be the ruling Monarch from time to time;
 - (b) Life President, who shall be the Lord Derby from time to time;
 - (c) The President;
 - (d) Vice-President;
 - (e) the Life Vice-Presidents; and
 - (f) the Life Members.
- 5.2 At the Council meeting prior to the AGM the Board shall nominate one candidate for consideration for the position of Vice-President. The nominated candidate will usually be the longest serving member of Council who has not already served as Vice-President or President. However, the Board, after discussion with the longest serving Council member and that year's President, may nominate someone who has served the game with distinction but who is not a current long serving Council member and who may be a, senior official from a Club or other member or friends of the Game. Council will indicate at that Council meeting if that candidate is felt appropriate. At the Annual Council Meeting, the Council will formally nominate a candidate to serve as Vice-President until the Annual Council Meeting the following year for election by a simple majority. If the candidate is not elected then the longest serving member of Council who has not already served as Vice-President or President shall be elected as Vice President automatically.

- 5.3 At the AGM the Board shall nominate one candidate for consideration for the position of President. The nominated candidate will usually be the Vice President but the Board may nominate someone who has served the game with distinction but who is not a current long serving Council member and who may be a, senior official from a Club or other member or friends of the Game. The election shall be by way of simple majority.
- 5.4 Any individual, Club or the Board may nominate an individual to be appointed as a Life Vice-President where that individual has provided services to the central administration of the Game. The Board shall consider the merits of the nomination, make further enquiries and if they consider the individual to have provided such services put the nomination to Council for ratification at the Annual Council Meeting.
- 5.5 Any individual, Club or the Board may nominate an individual to be appointed as a Life where that individual has provided significant and substantial services (over and above those services for which he has been financially rewarded) to the Game on a wider basis than service to one Club or organisation. The Board shall consider the merits of the nomination, make further enquiries and if they consider the individual to have provided such services put the nomination to Council for ratification at the Annual Council Meeting.