COMPANY NUMBER: 5835638

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL ARTICLES OF ASSOCIATION OF RFL (GOVERNING BODY) LIMITED

INTERPRETATION

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

"the Act"	the Companies Act 2006 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: (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; but excluding loans, and guarantees, between the Company and any subsidiary undertaking of it.
"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 17;

"Championship"	the divisional competition(s) run by the Company which sit below Super League and in which certain Members participate from time to time or any successor or replacement competition(s) and which may be known by another name;
"Championship Members"	those Clubs who are Members and who: (i) if the relevant time is during a Season started that Season in the Championship; or (ii) if the relevant time is after completion of a Season, will be starting the next Season in the Championship;
"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, chair, employee or duly authorised agent of a Club;
"communication" or "electronic communication"	the same meaning as in the Electronic Communications Act 2000;
“Community Game member”	each Community Club, Community League, Community Organisation or other body recognised by the RFL to participate in, organise, administer or represent any part of the Community Game in accordance with these Articles and the Operational Rules;
“Community Game Strategic Advisory Group” or “CGSAG”	the strategic advisory and representative body, acting as a sub-committee of the Board and established pursuant to Articles 96, 97 and 116, responsible for supporting the development, oversight and strategic direction of the Community Game;
“Community Club”	a club participating within the Community Game structure and recognised by the RFL in accordance with the Operational Rules;
“Community Game”	rugby league activity operating within the Community Game structure as designated from time to time by the Board, including competitions, leagues, programmes, pathways and representative activity;

“Community League”	any league, competition or organising body operating within the Community Game structure and recognised by the RFL in accordance with the Operational Rules;
“Community Organisation”	any organisation recognised by the RFL as representing, supporting or administering a defined area, pathway or participant group within the Community Game, including but not limited to referee societies, inclusion programmes, education bodies and representative associations but excluding Community Leagues;
"Council"	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"	a director who is part of the senior executive management of the Company and is appointed under Article 71 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"	the game of Rugby League Football;
"Honorary Positions"	the honorary positions of Patron, President, Vice-President and Life Member as set out in the Bye-laws (including, for the avoidance of doubt, Invitee Members to the RFL Presidents’ Club) 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: (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;
"IRL"	the organisation which governs and oversees the Game at international and representative level currently known as International Rugby League;
"IRL Regulations"	the rules and regulations of the IRL as may be amended from time to time;
"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: (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: (a) referee; (b) touch judge;

(c) in-goal judge;

(d) fourth official/reserve referee;

(e) the match commissioner;

(f) the interchange official;

(g) timekeeper; and

(h) 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 and Community Affiliated Members;
"Non-Executive Directors	those persons appointed from time to time as the Non-Executive Directors of the Company pursuant to Article 77;
"the Office"	the registered office of the Company created and amended from time to time;
"Operational Rules"	the operational rules of the Company adopted pursuant to Article 144 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 Championship Members and not less than four SLE Members;
"Regulations"	the regulations and policies of the Company made by the Board in accordance with Article 17 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 54;
"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;
"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 on 30 November unless due to exceptional circumstances the Board directs

	that it should finish on an alternative date;
"Secretary"	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, 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 Gate 13, Rowsley Street, Etihad Campus, Manchester, M11 3FF 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, at the relevant time, 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 Championship Members and not less than four SLE Members;
"Specialist Director"	a director who is appointed to the Board from time to time pursuant to Article 74 and whose appointment is made for the purpose of bringing to the Board specialist knowledge, experience or representation in relation to a particular aspect of the Game but is not part of the senior executive management of the Company
"Website"	the Company's website which may be accessed at www.rugby-league.com; and
"Weekend"	Friday, Saturday and Sunday (inclusive).

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.

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

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

MEMBERS

5 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 (save where removed in accordance with these Articles) 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.

6 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 the applicant. Any application for Member shall be made to the Chair and shall be assessed against such criteria as the Council may specify from time to time.

7 Membership is not transferable and shall cease on dissolution.

8 The Board shall be entitled to admit representatives of the Community Game as Members. The Community Game representatives shall comprise individuals appointed through the CGSAG structure representing each of the following aspects of the Community Game:

a. Men's Rugby League;

b. Women's Rugby League;

c. Children and Young People;

d. Education; and

e. Inclusion and Alternative Formats.

9 In addition, the following organisations shall each appoint one representative as Members:

a. BARLA; and

b. the Armed Forces Rugby League Association.

10 For the avoidance of doubt:

a. BARLA and the Armed Forces Rugby League Association are recognised as separate organisations and legal entities entitled to appoint representatives in their own right;

b. the remaining Community Game representatives shall act in a representative capacity on behalf of their relevant area of the Community Game and shall not constitute separate legal entity organisations unless otherwise determined by the Board;

c. The status as a Member of any Community Game representative shall be conditional upon that individual continuing to hold the relevant representative position within the Community Game governance structure, and such status as a Member shall automatically terminate upon that individual ceasing to hold that position; and

d. Participation within the CGSAG or any Community Game structure shall not of itself confer membership of the Company or voting rights at Council except where expressly provided within these Articles.

MEMBERS – RIGHTS AND OBLIGATIONS

11 The provisions of section 113 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.

12 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.

13 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.

14 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.

15 Each Member and each Club Official shall comply with the RFL Operational Rules and all associated policies, including safeguarding, anti doping, integrity and welfare related requirements adopted by the RFL Board from time to time 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.

16 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 Articles 54 to 67;

b. (if it is a Club) 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.

17 The Council may from time to time make, vary and revoke Bye-laws relating to the Company's relationship with SLE, the SLE Members, the Championship Members, the Members from and representing the Community Game (including BARLA and the Armed Forces Rugby League Association), 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.

MEMBERS – EXPULSION

18 Notwithstanding the other provisions of these Articles and the Bye-laws, the Board shall have the right to give notice of an intention 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 or by way of electronic communication sent to a Member's email address.

19 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.

20 Any notice shall:

a. Set out the reasons for the intended expulsion; and

b. Provide a date on which, if the Member whose expulsion is under consideration must either (i) withdraw from membership voluntarily or (ii) present a statement in the Member's defence in writing. Such date will not normally be any more than 7 days after the date of the notice.

21 If the Member does not withdraw from membership voluntarily by the date specified in the notice and the Board wishes to continue with the intention to expel:

a. The Board shall circulate a written resolution to all Members proposing the expulsion;

b. The written resolution shall enclose both (i) the reasons for the intended expulsion and (ii) any statement in defence provided pursuant to Article 20 b above;

c. Members shall be required to respond to such resolution by no later than 7 days after the date of the notice; and

d. The Member whose expulsion is the subject of the resolution shall not be eligible to vote on the resolution and shall not be included in the calculation of any voting thresholds.

22 The written resolution shall be proposed as a special resolution and shall only be passed if it is voted for by Members representing not less than 75% of the total voting rights of eligible Members (which 75% must include the affirmative votes of not less than four Championship Members and not less than four SLE Members), save that the expulsion of BARLA shall require a unanimous decision of Members other than BARLA.

23 If such a vote is carried the Member shall thereupon cease to be a member and the member's name shall be erased from the register of Members.

COUNCIL MEETINGS

24 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.

25 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.

26 The Annual Council Meeting shall be held for the following purposes:

a. to receive the reports of the Chair 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 President and/or Vice-President(s) and/or a President elect and/or Vice-President(s) elect;

f. to elect any Life Members; and

g. to transact any other business specified in the notice of meeting.

27 All Council Meetings, other than the Annual Council Meeting, shall be called Council Meetings.

28 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

29 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.

30 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.

31 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

Quorum

32 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 Championship Members.

33 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.

Chair

34 The Chair of the Board or, if they are not present, the most senior Executive Director shall preside as chair at every Council Meeting. If both the Chair and the most senior Executive Director are absent, or if at any meeting they are not present within 15 minutes after the time appointed for holding the Council Meeting, the next most senior director who is present and willing to act shall act as chair.

Adjournments

35 The chair 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.

36 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.

37 Save as aforesaid, the Members shall not be entitled to any further notice of an adjournment, or of the business to be transacted at an adjourned meeting.

38 The chair 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.

Resolutions

39 The Board shall be entitled to propose a resolution (or resolutions) to be considered at a Council Meeting. Such proposed resolutions shall be included in the notice of the Council Meeting at which it is to be proposed.

40 A Member may propose a resolution (or resolutions) to be considered at a Council 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 Council Meeting at which it is to be proposed.

41 If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chair of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling.

42 With the consent of the chair of the meeting, an amendment may be withdrawn by its proposer before it is voted upon.

43 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.

44 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.

45 Subject to the provisions of the Act, a poll may be demanded for the election of the President or the Vice President(s) or on any decision to adjourn a general meeting pursuant to Articles 35 to 37:

a. by the chair of the meeting; or

b. by at least 5 Members;

and a demand by a person as proxy for Members shall be the same as a demand by the Members.

46 Unless a poll is duly demanded, a declaration by the chair 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.

47 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair 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.

48 A poll shall be taken as the chair 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.

49 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 chair directs not being more than 30 days after the poll is demanded.

50 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.

51 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.

52 In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote they may have.

53 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 they were 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

54 Every corporation and unincorporated association which is admitted as a Member shall exercise its powers as are prescribed by section 323 of the Act to appoint Representative(s) to represent that association at Council, provided that the Representative(s) (or any deputy/deputies) 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.

55 Each Member shall endeavour to ensure that there is a continuity of representation at Council Meetings (in terms of the Representatives and/or individuals who attend).

56 The Council may agree to a Member changing its Representative during the Council year. A Representative may be replaced by their 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.

57 A Representative shall, unless the Council otherwise decides no longer be entitled to represent a Member if they are absent without sufficient reason from three consecutive Council Meetings.

Non-Club votes

58 The Community Game shall be entitled to seven votes at Council:

a. Five votes shall be exercised through representatives appointed through the CGSAG structure;

b. One vote shall be exercised by BARLA; and

c. One vote shall be exercised by the Armed Forces Rugby League Association.

59 For the avoidance of doubt, only those expressly identified as Community Game representatives pursuant to Articles 8 and 9 of these Articles shall be entitled to exercise voting rights at Council.

60 Subject to the above and to Article 62, each Member which is not a Club shall have one vote at Council Meetings.

Club votes

61 Subject to Article 62 the number of votes held by each Member shall be calculated as follows:

a. if the number of SLE Members is identical to the number of Championship

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 Championship Members on the other hand shall be equal so that:

i if there are more Championship Members than SLE Members, each SLE Member shall have a number of votes calculated as follows

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

and each Championship 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 Championship Members, the process described in (i) above shall apply, with the numerator and denominator reversed, so as to calculate the number of votes for Championship Members, and each SLE Member shall have one vote; and

iii by way of non-binding example:

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

each Championship or League 1 Member gets one vote

each SLE Member gets $\frac{20}{12}$ = one and two-thirds votes

thus the total number of votes will be 20 for Championship Members and 20 for SLE Members.

When calculating votes using this formula, each Championship Member shall be considered to have one vote, each non Club Member one vote (subject to the provisions of Article 58 above) and each SLE Member such number of votes as is determined by the formula.

Proxy votes

62 Should a Member wish to appoint a proxy to vote on their behalf, 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 them,

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 20[ ] and at any adjournment thereof.

Signed on 20[ ] ."

63 Where it is desired to afford Members an opportunity of instructing the proxy how they 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 them,

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 they think fit or abstain from voting.

Signed this day of 20[ ]."

64 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 chair 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.

65 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.

66 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 chair of the meeting shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing.

67 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 chair of the meeting whose decision shall be final and conclusive.

BOARD

68 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 nine (with the majority of the directors being Non-Executive Directors).

69 The directors shall be:

a. a minimum of one and up to a maximum of four Executive Directors

b. if any are appointed, and subject to Article 75, up to a maximum of three Specialist Directors; and

c. up to a maximum of five Non-Executive Directors which shall include the Chair.

70 One of the Non-Executive Directors shall be the Chair of the Company. In addition, the Board shall have the right to appoint one of the other Non-Executive Directors as the ‘Senior Independent Director’ (who shall usually be the longest serving Non-Executive Director, other than the Chair).

EXECUTIVE DIRECTORS

71 A majority of the Non-Executive Directors shall appoint 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.

72 All Executive Directors appointed to the Board shall sit on the Board *ex officio*.

73 Subject to Article 87, 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.

SPECIALIST DIRECTORS

74 In addition to the Executive Directors, a majority of the Non-Executive Directors may appoint Specialist Directors on such terms and for such period as they think fit.

75 The number of Specialist Directors on the Board shall not exceed one third of the total number of directors from time to time.

76 The Specialist Directors from time to time may be removed by a majority resolution of the Board and shall not be subject to retirement by rotation.

NON-EXECUTIVE DIRECTORS & CHAIR

77 Subject to the other provisions of these Articles of Association, each Non-Executive Director shall serve for a two, three or four-year term from the Annual Council Meeting at which they are elected or re-elected to the Annual Council Meeting in the last year of that term, provided that the maximum cumulative term of office shall be nine years save that:

a. In exceptional circumstances (for example to assist succession planning) a Non-Executive Director may hold office for one further year; and

b. An existing Non-Executive Director appointed as the Chair (or appointed as a director of the IRL) shall be eligible to serve for a total of 12 years.

78 When a Non-Executive Director has completed their maximum term, at least four years must elapse before they can be eligible to stand as a Non-Executive Director again.

79 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.

80 All Non-Executive Directors (including the Chair) and all candidates for the post of Non-Executive Director shall be Independent Persons. If a Non-Executive Director (including the Chair) ceases to be an Independent Person, then they shall be deemed automatically and immediately to have vacated their position as Non-Executive Director (and, if applicable, Chair).

81 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 53.

NON-EXECUTIVE VACANCIES

82 Where there is a vacancy or vacancies for a Non-Executive Director (including for the avoidance of doubt the Chair), 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, they 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, they shall remain as a Director until such time as they would have been due to retire had they been appointed at the most recent previous Annual Council Meeting and shall be eligible for re-election in accordance with these Articles.

CO-OPTION

83 In exceptional circumstances the Board shall have the power to co-opt a Director (including, for the avoidance of doubt, a Non-Executive Director or Chair) onto the Board if this is necessary to ensure that the Board has the skills and/or experience to fulfil its role. The Board shall have regard to the relevant skills matrix for each role when considering candidates for co-option and shall publish a written statement to Council outlining the exceptional circumstances and specific skills gap necessitating the appointment.

84 If a co-opted Director is appointed to the Board, such appointment shall be temporary and should not normally be longer than one year. A co-opted Director shall not, however, be prohibited from being considered for and/or appointed to a permanent appointment through the Board's ordinary recruitment processes. Any co-opted appointment which exceeds or is intended to exceed three months must be approved by way of ordinary resolution at a Council Meeting.

85 If a co-opted Director is to act as Chair, during the period of their co-opted term there shall be no requirement for them to be an Independent Person. In such circumstances, however, the Board shall, as a condition of the appointment, require the proposed Chair to cease or minimise any ongoing Relevant Association with any Club or Member (including but not limited to resigning from any roles with that Club or Member and/or ceasing to have a financial interest in any Club or Member) for the duration of their co-opted term.

REMOVAL OF DIRECTORS

86 In addition and without prejudice to the provisions of section 168 of the Act, the Members may by Ordinary Resolution remove any Non-Executive Director or the Chair before the expiration of their period of office, and may by an ordinary resolution appoint another suitably qualified person in their stead; but any person so appointed shall retain their office so long only as the director in whose place they are appointed would have held the same if they had not been removed.

87 The office of director (including the Executive Directors) shall be vacated in the following circumstances:

a. if a receiving order is made against them or they become bankrupt or make any arrangement or composition with their creditors; or

b. if they become of unsound mind; or

c. if by notice in writing to the Board they resign their office; or

d. if they fail to attend three consecutive Board meetings without giving good or sufficient reason; or

e. in the case of the Non-Executive Directors (including the Chair), when their respective term of office expires and they are not re-elected; or

f. if they become prohibited from holding office by law or by virtue of any provision of the Act; or

g. if they are removed from office by a resolution duly passed pursuant to section 303 of the Act; or

h. if they are requested to resign by all the other directors acting together;

Section 293 of the Act shall not apply.

POWERS OF THE BOARD

88 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.

89 The Board may act notwithstanding any vacancy in their body.

90 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

91 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.

92 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 103 each director shall be entitled to one vote. In the case of an equality of votes, however, the chair of any meeting of the Board shall have a casting vote.

93 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.

94 The Chair shall be chair of the Board. The Chair shall preside as chair at all meetings of the Board at which they shall be present, but if at any meeting the Chair 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 chair of the meeting on the agreement of two directors.

95 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 98 shall be three directors. In the case of the Board, one of the directors present must be an Executive Director.

96 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.

97 The Board shall, as a minimum, ensure that the following sub-committees are in place:

a. The CGSAG;

b. A Nominations Committee;

c. An Audit and Risk Committee; and

d. A Remuneration Committee.

98 Any sub-committee formed pursuant to Article 96 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.

99 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.

100 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. All business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the chair of such meeting, or by the chair 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 chair of the meeting such minutes shall constitute conclusive evidence of the relevant proceedings.

101 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

102 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 chair of the meeting is.

DIRECTORS' APPOINTMENTS AND INTERESTS

103 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 they have, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless their 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 them of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by them 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. Their interest arises by virtue of their subscribing or agreeing to subscribe for any shares, debentures or other securities of any of the Company's subsidiaries, or by virtue of their 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 Article, 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.

104 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which they are not entitled to vote.

105 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 96. Further, the Non-Executive Directors may by a majority decision authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an "Interested Director") breaching their duty under the Act to avoid conflicts of interest in accordance with the following provisions:

a. A director seeking authorisation in respect of a conflict of interest shall declare to the Non-Executive Directors the nature and extent of their interest in a conflict of interest as soon as is reasonably practicable. The director shall provide the Non-Executive Directors with such details of the matter as are necessary for the Non-Executive Directors to decide how to address the conflict of interest together with such additional information as may be requested by the Non-Executive Directors.

b. Any authorisation under this Article will be effective only if:

i the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles; or

ii the matter is agreed to without the Interested Director voting or would be agreed to if the Interested Director's and any other interested director's vote is not counted.

c. Any authorisation of a conflict of interest under this Article must be recorded in writing (but the authority shall be effective whether or not the terms are so recorded) and may (whether at the time of giving the authorisation or subsequently):

i extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

ii provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the conflict of interest;

iii impose upon the Interested Director such other terms for the purposes of dealing with the conflict of interest as the Non-Executive Directors think fit;

iv provide that, where the Interested Director obtains, or has obtained (through their involvement in the conflict of interest and otherwise than through the Interested Director's position as a director) information that is confidential to a third party, the director will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

v permit the Interested Director to absent themselves from the discussion of matters relating to the conflict of interest at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

d. Where the Non-Executive Directors authorise a conflict of interest, the Interested Director will be obliged to conduct themselves in accordance with any terms and conditions imposed by the Non-Executive Directors in relation to the conflict of interest.

e. The Non-Executive Directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.

f. A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which the director derives from or in connection with a relationship involving a conflict of interest which has been authorised by the Non-Executive Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

106 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 they are 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.

107 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 chair of the meeting and their ruling in relation to any director other than themself shall be final and conclusive.

108 Subject to the provisions of the Act, the Board may enter into an agreement or arrangement

with any director for their employment by the Company or for the provision by them 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 they cease 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.

109 Subject to the provisions of the Act, and provided that (i) they have disclosed to the Board the nature and extent of any material interest of theirs in accordance with Article 103, (ii) they remain an Independent Person; and (iii) the other Board members present at the Board Meeting so agree; a director notwithstanding their 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 their office, be accountable to the Company for any benefit which they derive 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.

110 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 them to have knowledge shall not be treated as an interest of theirs.

DIRECTORS' GRATUITIES AND PENSIONS

111 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 their family (including a spouse and a former spouse) or any person who is or was dependent on them, and may (as well before as after they cease to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

112 No director shall take any loan from the Company.

HONORARY POSITIONS

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

SECRETARY

114 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. For the avoidance of doubt, the Secretary may also be a director of the Company.

OPERATIONAL RULES TRIBUNAL

115 The Board shall select an Operational Rules Tribunal of persons, each of whom (unless the Board agrees otherwise) shall be Independent Person(s). 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

116 The Board shall establish the CGSAG as a formal sub-committee pursuant to Article 96. The CGSAG shall be accountable to the Board for supporting the strategic development, oversight and representation of the Community Game. The role of the CGSAG shall include:

a. supporting the development and growth of the Community Game;

b. promoting participation and accessibility;

c. supporting strategic development across the Community Game; and

d. representing the interests of the Community Game within the governance structure of the RFL.

117 The Board shall determine and approve terms of reference to govern the operation of the CGSAG. The CGSAG shall conduct its proceedings in accordance with such terms of reference. The terms of reference may be amended from time to time by the Board as is deemed appropriate.

118 The CGSAG shall operate as an advisory and representative body and shall not constitute a separate class of constitutional membership of the RFL.

119 Membership of the CGSAG shall comprise representatives from across the Community Game, including representatives of:

a. Men’s Rugby League;

b. Women’s Rugby League;

c. Children and Young People;

d. Education; and

e. Inclusion and Alternative Formats.

120 In addition, the following shall each be entitled to appoint one representative to the CGSAG:

a. BARLA; and

b. The Armed Forces Rugby League Association.

121 The CGSAG may also include:

a. representatives appointed by the RFL Board;

b. independent or skills-based representatives; and

c. such other representatives as may be provided for within the CGSAG terms of reference.

122 The composition, appointment process and representative arrangements of the CGSAG shall be determined from time to time in accordance with the CGSAG terms of reference.

123 Additional members of the CGSAG who are not appointed in accordance with Article 3.1 shall not automatically become Members of the Company or representatives at Council.

124 For the avoidance of doubt, representatives appointed by BARLA and the Armed Forces Rugby League Association shall represent those organisations in their capacity as separate recognised bodies, whereas other CGSAG representatives shall primarily act in a representative capacity on behalf of sectors or constituencies within the Community Game.

125 Each member of the CGSAG shall have one vote. In the event of an equality of votes, the chair shall have a casting vote.

COMMUNITY GAME MEMBERS

126 The RFL shall recognise and regulate the Community Game as part of its role as the governing body of rugby league.

127 Participation in the Community Game shall be subject to the Articles, Operational Rules, safeguarding policies, disciplinary regulations and such other governance and regulatory requirements as may be determined by the RFL from time to time.

128 The Board shall be entitled to recognise clubs, competitions, organisations and representative bodies as participating within the Community Game in accordance with the Operational Rules.

129 The Board may determine:

a. participation criteria;

b. recognition arrangements;

c. competition structures;

d. governance requirements; and

e. such other matters relating to the organisation and regulation of the Community Game.

130 Community Game Members shall comply with the Articles, Operational Rules and such other regulations and policies as may apply from time to time.

131 The recognition, suspension or removal of any Community Game Member shall be determined in accordance with the Operational Rules and disciplinary procedures of the RFL.

132 For the avoidance of doubt, Community Game Members and participants within the CGSAG structure shall not become Members of the Company or acquire voting rights at Council unless expressly provided for within these Articles.

133 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

134 The Board shall cause accounting records of the Company to be kept in accordance with section 386 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.

135 Accounting records shall be kept at the Office or, subject to section 388 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.

136 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.

137 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 423 and 424 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

138 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 their 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 Member(s), 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 Member(s) unless they notify the Company in writing that they do not wish to receive notice in this way.

139 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 them, shall be entitled to have notices served upon them 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.

140 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 on the following business

day after the time it was sent.

INDEMNITY

141 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.

142 Without prejudice to the provisions of Article 141 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

143 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

144 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-Discrimination 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

145 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
Headingly
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: 2006

Witness to the above signatures:

Name:
Address:

Occupation:

Current Members (as at March 2026)

Clubs

Club Name	Company Name
Barrow Raiders	Barrow Rugby Football Club Limited
Batley Bulldogs	Batley Football Club Limited
Bradford Bulls	Bradford Bulls 2017 Limited
Castleford Tigers	The Castleford Rugby League Football Club Limited
Dewsbury Rams	Dewsbury Rams RFLC (Holdings) Limited
Doncaster RLFC	Doncaster Rugby League Club Limited
Goole Vikings	Goole RLFC Limited
Halifax Panthers	Halifax Panthers Limited
Huddersfield Giants	Huddersfield Sporting Pride Limited
Hull FC	Hull Super League Limited
Hull Kingston Rovers	Hull Kingston Rovers Football Club Limited
Hunslet RLFC	New Hunslet Rugby League Football Company Limited
Keighley Cougars	Cougarmania Ltd
Leeds Rhinos	The Leeds Cricket, Football and Athletic Company Limited [(also Leeds Rugby Ltd)]
Leigh Leopards	Sporting Club Leigh Limited
London Broncos	London Rugby League Limited
Midlands Hurricanes	Midlands Hurricanes Ltd
Newcastle Thunder	Thunder Rugby Limited
Oldham RLFC	Oldham Rugby League Football Club (1997) Limited
Rochdale Hornets	Rochdale Hornets Rugby League Football Club Limited
Salford RLFC	Salford RLFC Limited
Sheffield Eagles	Sheffield Eagles 2000 Limited
St Helens	St Helens Rugby Football Club Limited
Swinton Lions	Swinton Lions Rugby League Club Limited
Wakefield Trinity	Spirit of 1873 Ltd
Warrington Wolves	The Warrington Football Club Limited
Whitehaven RLFC	Whitehaven Rugby League Football Club (2010) Limited

Widnes Vikings	Widnes Rugby League Limited
Wigan Warriors	Wigan Rugby League Club Limited
Workington Town	Workington Town Rugby League Football Club Limited
York RLFC	York City Knights Limited

Other Members

British Amateur Rugby League Association
Armed Forces Rugby League

Five representative members drawn from the Community Game Advisory Group and representing:

a. Men's Rugby League;

b. Women's Rugby League;

c. Children and Young People;

d. Education; and

e. Inclusion and Alternative Formats.

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 THE COMPANY 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 or any third party to which it has transferred, assigned or licensed such rights or title pursuant to Bye-Law 2.2.

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.

2.3 SLE shall be entitled to delegate, transfer, assign or license such rights to the Board or to any third party. In relation to events and properties that take place on or after 1 January 2023, SLE exclusively licenses such rights to RL Commercial Limited.

2.4. Championship Members 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 Championship Members including titular sponsorship for competitions involving only Championship Members;

(b) receive and retain all proceeds gained from these rights and other relevant commercial rights related solely to competitions in which only Championship Members compete (including Broadcasting) for its own use absolutely.

2.5. Championship Members 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 31 December 2022, together with the right to sub-licence such rights to third parties at the Board's discretion. In relation to events and properties that take place on or after 1 January 2023, Championship Members agree that such rights are exclusively licensed to RL Commercial Limited.

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 Championship (and within the Championship as appropriate) shall be in accordance with the provisions of the Operational Rules as amended; and

(b) SLE, SLE Members and Championship Members 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 and administer 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;

(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 and Acquires shall interpreted accordingly;

"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;

“Insolvency Event” shall have the meaning given in Bye-law 4.10 below.

4.2 Under the Articles there is one class of membership of the Company: being the Super League Clubs, the Championship 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 and

Community Game Membership does not confer membership of the Company on any Community Game Member nor any of the rights of Members.

4.3 Where any person Acquires a Member or there is a Change of Control of a Member or a Member (or any entity which in the Company's reasonable opinion is connected or associated with the Member in such a way that it is seen as being part of the Member) is subject to an Insolvency Event, the Member shall immediately notify the Board and the Board shall have the right (but not the obligation) to terminate that Member's membership of the Company by notifying the Member concerned in writing of such termination.

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

4.6 In the event of a Member ceasing to be a Member upon notice from the Board by virtue of an Acquisition, Change of Control or Insolvency Event, the Board, at its absolute discretion, shall have the right to readmit that Member or admit a new Member in its place 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 a Member being readmitted, 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.

4.7 The Board has the right (but not the obligation) to stipulate in advance of an Acquisition. Change of Control or Insolvency Event, whether or not the Board would terminate membership and, if so, whether or not a Member will be readmitted or a new Member admitted in such circumstances and to stipulate what terms it will apply.

4.8 The Board will from time to time set out its policy setting out the parameters within which it intends to exercise its powers as contained in these Bye-laws 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 such policy with immediate effect.

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 1 of the Companies Act 2006 ("the 2006 Act") and any process, application or event mentioned in (i) to (ix) (inclusive) below occurs in relation to the Member:

(i) the Member is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 ("the 1986 Act");

(ii) any demand under section 123(1)(a) of the 1986 Act is served on the Member, any petition is presented, an order is made (including for the appointment of a provisional liquidator) or resolution passed for the winding up of the Member or a notice is issued convening a meeting for the purpose of passing any such resolution (yet excluding any such analogous proceedings relevant to a members' voluntary liquidation);

(iii) an application is presented for an administration order or any notice of the appointment or of intention to appoint an administrator of the Member is filed in court or an administration order or interim order is made in relation to the Member in each case within the meaning of the 1986 Act;

(iv) any administrative or other receiver or manager is appointed of the Member or of all or 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 Member;

(v) any step is taken, or any negotiations are commenced, by the Member or its directors, with a view to proposing any kind of composition, compromise or arrangement involving the Member 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 2006 Act; or

(vi) the Member ceases or forms an intention to cease wholly or substantially to carry on business save for the purpose of reconstruction or amalgamation or otherwise in accordance with a scheme of proposals which have previously been submitted to and approved in writing by the Board and which are not already covered by the remainder of this Bye-law 4.10(a);

(vii) any proceeding or step taken as set out in Bye-laws 4.10(a) (i) to (vi) above in relation to any other company which is part of a group of companies that includes the Member and for the purposes of this clause "group" shall be as defined in the 2006 Act;

(viii) the Member is subject to any insolvency regime in any jurisdiction outside of England and Wales which is analogous to the processes detailed in Bye-laws 4.10(a) (i) to (vii) above; and/or

(ix) any proceeding or step is taken or any court order made in any jurisdiction made which has a substantially similar effect to any of the foregoing.

(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 of that Member, as appropriate.

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 occurred or at any time in the period of 12 months before any such Insolvency 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 is for the time being not registered as a limited company incorporated under the 2006

Act (or any prior equivalent statute) as amended to as quickly as is practicable take all such steps as are within its power to become 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 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 Chair of the Board 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 RFL 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
(b) The President;
(c) Vice-President(s); and
(d) the Life Members.

5.2 At each Annual Council Meeting in a year in which a President’s term of appointment is due to expire, the Board shall nominate at least one candidate for consideration for the position of President whom the Board believes will represent the Game with distinction and/or add significant profile to the Game. Council will indicate at that meeting if: (i) only one candidate has been nominated, if that candidate is considered appropriate; or (ii) if more than one candidate has been nominated, which candidate is considered most appropriate. At the Council Meeting which takes place in the November / December of that year, that candidate shall be formally nominated to serve as President for election by way of simple majority. The appointment may be for a period between 1 and 3 years (to the Council Meeting in November / December of the relevant year). Alternatively, an individual may serve as President for a number of terms provided that the maximum period an individual may be President is 3 years.

5.3 At each Annual Council Meeting in a year in which a Vice President’s (or multiple Vice Presidents) term(s) of appointment is/are due to expire the Board shall nominate candidate(s) for consideration for the position of Vice-President(s). Council will indicate at that same meeting if the candidate(s) is/are considered appropriate. At the Council Meeting which takes place in November / December of that year, the candidate(s) shall be formally nominated to serve as Vice-President(s). The appointment(s) may be for a period between 1 and 3 years (to the Council Meeting in November / December of the relevant year). An individual may serve as Vice-President for a number of terms provided that the maximum period an individual may be Vice-President is 3 years.

5.4 Any individual, Club or the Board may nominate an individual to be appointed as a Life Member 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. For the avoidance of doubt, being a Life Member does not constitute being a Member of the Company.

5.5 Each individual who serves or has served as a President shall be automatically enrolled into the RFL's Presidents' Club.

5.6 In addition to the current and former Presidents, the Board shall have the discretionary power, by majority resolution, to invite other individuals to membership of the RFL Presidents' Club ("**Invitee Members**"). The Board will determine the eligibility criteria for Invitee Members but will consider, as non-binding examples, individuals who have provided service to the Game beyond its day-to-day operation, are friends of the Game and/or who are in positions of influence and authority in fields such as business, politics, other sports or media.

5.7 The Board shall be entitled to (but not obliged to) invite Invitee Members on an annual basis.

5.8 The Board (or a sub-committee/individual duly authorized and appointed by the Board) shall determine the frequency and nature of any meetings of the RFL Presidents' Club.

5.9 Membership of the RFL Presidents Club may only be removed if:

(a) A member voluntarily asks to be removed; or

(b) It is resolved, by a Special Resolution of Council, that the continued membership of a particular RFL Presidents Club member would bring the Game into disrepute.