

Group 21 CONSTITUTION – adopted 15 November 2003

1. The name shall be Hunter Valley Group 21 Rugby League of the Country Rugby League of New South Wales Inc. (herein after called “the Group”)

COMMENCEMENT AND DEFINITIONS

2. This Constitution shall be deemed to have been adopted by the Group and shall take effect in accordance with Rule 5 of the Constitution of the League.
3. The Group is a Constituent Body of the League and accordingly this Constitution shall be read and construed in every respect subject to the Constitution (and by-laws and regulations thereunder) of such League and shall be void and inoperative to the extent of any inconsistency with and/or repugnancy to such constitution and/or by-laws and regulations made thereunder.
4. In this constitution and in the by-laws made thereunder the following words and expressions (except where and to the extent that the contrary intention appears) have the several meanings hereby assigned to them that is to say:-
 - (a) "Constituent Body" shall mean "Constituent Body of the Country Rugby League of New South Wales Inc."
 - (b) "Division" shall mean "Division of the Country Rugby League of New South Wales Inc." as defined in Rule 4 of the Constitution of the League.
 - (c) "League" shall mean "Country Rugby League of New South Wales Inc."
 - (d) "General Committee" shall mean the General Committee of a Group as constituted by this Constitution.
 - (e) "Executive" shall mean the Executive Committee of the Group as constituted by this Constitution.
 - (f) "Judiciary Committee" shall mean the Judiciary Committee of the Group as constituted by this Constitution.
 - (g) "Selection Committee" shall mean the Selection Committee of the Group as constituted by this Constitution.
 - (h) "Secretary" shall mean the officer of the Group from time to time appointed by the General Committee as hereinafter provided to perform the duties of Secretary of the Group and shall include any Acting Secretary and any substitute for the time being of the Group Secretary.
 - (i) "Treasurer" shall mean the officer of the Group from time to time appointed by the General Committee as hereinafter provided to perform the duties of Treasurer of the

Group AND shall include any acting Group Treasurer and any substitute for the time being of the Group Treasurer.

- (j) "Club" shall mean a Club formed for the purpose of playing Rugby League football in Competitions conducted by the Group which shall have applied for and been granted permission and affiliation to enable it so to do.

OBJECTS AND POWERS

5. Subject to Rule 3 of these Rules the Objects for which the Group is established and Powers of the Group shall be:-
- (a) to encourage, foster, promote, extend, develop, govern, and control Rugby League football within the boundaries of the Group fixed and determined from time to time by the Competition and Boundary Committee of the League.
 - (b) to co-ordinate, encourage, assist and support Constituent Bodies within the Group in their relationship with the League, with each other and other sporting organisations.
 - (c) to provide and maintain grounds, playing fields, materials, equipment and other facilities for Rugby League football.
 - (d) to hire, engage and employ such persons as is necessary for the pursuance of these objects and pay them in return for services provided by way of salaries, wages, gratuities, pensions or otherwise.
 - (e) to hold such meetings, gatherings, conferences and seminars and to conduct and control such Competitions and matches of Rugby League football or any other sport or past time as it shall from time to time decide and to offer, give or contribute to the cost of prizes, cups, medals, trophies and rewards relating thereto.
 - (f) to invest and otherwise deal with monies of the Group in such manner as may from time to time be determined.
 - (g) to co-operate with organisations controlling the game of Rugby League football in New South Wales, the Australian Capital Territory and other States of Australia and other Countries whose objects are altogether or in part similar to these objects.
 - (h) to determine the terms and conditions upon which persons may play for or engage in the activities of Constituent Bodies.
 - (i) to determine which Clubs shall be entitled to enter teams in Competitions conducted by the Group and to determine the manner in which Clubs may apply and Conditions or which entry of such Clubs shall be permitted.

- (j) to raise money by subscription, percentage, fees, levies or otherwise from Constituent Bodies, their players and members.
- (k) to make grants by way of gifts and to render financial assistance to Constituent Bodies and other persons and bodies connected with the conduct of the game.
- (l) to hear and determine upon and settle all questions or disputes on any matter relating to Rugby League football.
- (m) to hear and determine upon any allegation, complaint or charge which may be made against any Constituent Body or any members, players, coaches or officials.
- (n) to impose fines or penalties by way of suspension, disqualification, expulsion or otherwise for any breach of the Rules of the Group or of the League or the laws relating to Rugby League football on any Constituent Body, its players, members or officials of such Constituent Body or of the Group.
- (o) to regulate and control the activities of players, coaches and referees of the Group in any activity associated with Rugby League football and, in particular, activities connected with television, broadcasting, advertising, media articles or columns or contributions to publications.
- (p) to purchase or otherwise acquire rights in relation to the reproduction of Rugby League football matches by film, video, tape, audio tape or any other mode of reproduction, visual or otherwise and to control the sale or hire of rights so acquired including the imposition of conditions upon which such rights are used by a purchaser or hirer.
- (q) to make donations for charitable or patriotic purposes.
- (r) to control the use of any programme of matches published by the Group and/or its Constituent Bodies and to take such action as may be necessary from time to time to protect the rights of the Group in respect thereof.
- (s) to delegate all or any of the powers of the Group to any Committee or Committees Board or Tribunal consisting of one or more persons elected or appointed by the Group.
- (t) to borrow, raise or secure the payment of monies in such manner as the Group may decide and to lend money or give credit to any person or Constituent Body and to guarantee the payment of money and the performance of obligations by any person or Constituent Body.
- (u) generally to do all things necessary for or incidental to the pursuit of the objects of the Group.
- (v) to buy, sell, exchange, let, mortgage or otherwise deal in real and personal property of any kind whatsoever and to import export, manufacture, produce, treat, buy, sell,

exchange, let or hire and generally deal in all kinds of goods, plant, machinery, merchandise and articles of any kind.

- (w) to carry on any business enterprise or undertakings in any sphere or activity which is permitted by law which the Management Committee may deem beneficial to the interests of the Group.
- (x) to enter into any arrangements with any government, municipal or other Corporation or public body or otherwise which may seem conducive to these objects or any of them or the Group's interest and to obtain any rights and privilege which the Group may deem desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (y) to give indemnity or guarantee or to enter into any bond and to guarantee or become liable for the payment of moneys or for the performance of obligations of any kind and to guarantee the account of or otherwise finance any person or persons, company or companies, business or undertaking.
- (z) to accept payment for any property or rights sold or otherwise disposed of or dealt with by the Group either in cash by instalments or otherwise or in full or partly paid up shares of any company or corporation with or without deferred, preferred or special rights or restrictions in respect of dividends, repayment of capital, voting or otherwise or in debenture stock mortgages or other securities of any company or corporation or partly in one mode and partly in another and generally on such terms as the Group may determine and to hold dispose of or otherwise deal with any shares, stock or securities so acquired.
- (aa) to borrow, raise or secure the payment of money, either alone or jointly or in partnership with any other person or corporation in such manner as the Group may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Group in any way and to purchase, redeem or pay off any such securities.
- (bb) to mortgage, charge or grant a lien over its undertaking or all or any of its real or personal property or assets present or future.
- (cc) to make , draw, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange , bills of lading, warrants, debentures and other negotiable instruments or documents.
- (dd) to lend or advance money or give credit to any person or Constituent Body.
- (ee) to grant or accept gifts however made either alone or with others.
- (ff) to print and publish any newspapers, periodicals, books or leaflets which the Group may think desirable for the promotion of its Objects.

- (gg) to affiliate and cooperate with Australian Rugby League Limited and with any other organisation the Objects of which are altogether or in part similar to those of the Group.
- (hh) to regulate and control the relationships between Constituent Bodies and affiliates and the members thereof and to provide facilities for settlement of disputes, punishment for misconduct and for breaches of these Rules, any By-Laws made hereunder or the Rules of the game of Rugby League.

GROUP GENERAL COMMITTEE

- 6. The General Committee shall consist of:
 - (a) The President, two Vice Presidents, Treasurer and Secretary, each of whom shall be elected at the Annual General Meeting of the Group.
 - (b) One representative of the Referees Association elected or appointed annually by such Association in such manner as it shall from time to time determine.
 - (c) Equal representation not exceeding two persons from Clubs participating in the Group First Grade Competition, one from Second Division Competition and one from the Group Junior League. **Amended 1.12.01**
 - (d) Such other representation as may from time to time be determined by the General Committee.
- 7. No active Referee shall be eligible to be a member of the General Committee except as a representative of the Referees Association. **Amended 1.12.01**
- 8. Of the Vice Presidents elected, the one receiving the highest number of votes in the election shall be the Senior Vice President and the other the Junior Vice President AND should the voting be equal the method determining which of them shall be the Senior Vice President shall be determined by resolution of the Annual General Meeting.
- 9.
 - (a) Any casual vacancy occurring in the position of President, Vice President, Secretary or Treasurer between Annual General Meetings of the Group shall as often as the same may occur be filled by the General Committee provided that when any such vacancy is not so filled by the General Committee within one month after the same shall have occurred it shall upon the request in writing of any one of the foregoing officers directed to the General Manager/Treasurer of the League be filled by the Management Committee of such League and the person so appointed to the vacancy by such Management Committee shall hold office until the next Annual General Meeting of the Group.
 - (b) Should a vacancy occur on any Committee other than the General Committee or Executive Committee or in the event that a member of a Committee not being the

General Committee or Executive Committee is temporarily unable to carry out his duties, a member of the Executive Committee or a Vice President may act in the stead of such member but any such vacancy shall be filled by the General Committee at its next meeting.

10. (a) A member of the General Committee or any sub committee or any other person shall be ineligible for nomination for election to the General Committee unless he or she resides inside the boundaries of the Group as they presently are designated or as they were prior to a change of those boundaries.
 - (b) An undischarged bankrupt is ineligible for membership of the General Committee.
 - (c) Alternative representatives of each Constituent Body may be elected by such Body as required to fill a casual vacancy on the General Committee and exercise all the rights and privileges of a member of that Committee.
 - (d) Any Club may from time to time and at any time recall its representative or representatives on the General Committee and appoint or elect another or others in his place.
11. The General Committee shall hold its first meeting immediately after the conclusion of the Annual General Meeting and shall hold other meetings at such other times as it may deem expedient.
 12. Subject to direction by the General Committee the Management Committee shall determine the time and place of meetings of the General Committee.
 13. (a) The Executive may call a meeting of the General Committee at any time.
 - (b) The Secretary shall within fourteen days after receiving a requisition signed by seven members of the General Committee indicating the nature of the matters intending to be discussed thereat convene a special meeting of the General Committee.
 14. The presence of the majority of the total members of the General Committee shall form a quorum at any meeting of the General Committee.
 15. The General Committee may by resolution declare that a member of any Sub Committee who has failed to attend three consecutive meetings of such committee shall be deemed to have vacated his office.
 16. Except where otherwise provided in this Constitution questions at any meeting of the General Committee and of any other committee or Board established by this constitution or by any by-law thereunder shall be decided by a majority of votes and, in every case of an equality of votes, on all questions except the election of officers, the President or Chairman as the case may be shall have the casting vote as well as a deliberative vote.

17. Any proposal or resolution in writing signed by at least two-thirds of the members for the time being of the General Committee shall take effect in all respects as if it had been a resolution duly passed at a meeting of the General Committee duly convened and regularly held.
18. No resolution passed at any meeting of the General Committee or deemed to have been passed in accordance with Clause 17 hereof, shall be rescinded at a subsequent meeting unless fourteen (14) days notice of the intention to propose such rescission shall have been given and such rescission motion must be carried by two-thirds of those present and entitled to vote.
19. The members of the General Committee and of every other Committee or Board established by or under this Constitution or under any By-law made thereunder and all Officers of the Group shall hold office until their successors are duly elected or appointed.

PATRON

- 19A. At / or following the Annual General Meeting of the Group, the General Committee shall appoint one or more persons to be Patron or Patrons of the Group – **amended 30.11.02**

RETURNING OFFICER

20. (a) Prior to the election of Officers at the Annual General Meeting, the Group shall elect a Returning Officer to conduct such election.
- (b) The Returning Officer shall not be a candidate for election to any office named in Rule 6 (a) and shall not have the right to vote in such election.

POWERS OF THE GENERAL COMMITTEE

21. (a) Subject to this Constitution and to directions given by resolution of the Annual General Meeting of the Group, the General Committee shall be the governing body of the Group and shall have power to do all such things and acts as may be incidental to or conducive to the attainment of any of the objects of the Group and shall control all Clubs, Constituent Bodies and Leagues and all Rugby League football activities within the boundaries of the Group.
- (b) Without limiting the generality of the powers contained in rule (a) above, the powers of the General Committee shall include power;
 - (i) as set out in Clause 5 of these Rules;
 - (ii) to delegate to any Sub-Committee or any other Committee or Board any matter for decision, action, control, negotiation and report;
 - (iii) to elect and/or appoint and remove from office such officers and staff as it thinks fit and prescribe their duties;
 - (iv) to appoint delegates to the League and remove them from office;

(v) to appoint delegates to the Division and remove them from office;
 (vi) to make, vary or repeal by-laws not inconsistent with this Constitution to give effect to the Objects of the Group provided that no such by-law shall take effect until approval has been notified by the General Manager of the League.

(vii) (I) to hear, adjudicate upon and determine

- (a) all disputes, protests and appeals between Constituent Bodies; and
- (b) all complaints and/or charges against any referee, player, official or member of any Club, the Club itself or any of its teams or any Constituent Body or Constituent League; and
- (c) all disputes, protests and appeals arising out of any match or fixture or intended match or fixture or competition.

(II) to delegate the task of dealing with any of the foregoing to its Judiciary Committee or such other Committee as it shall decide

(viii) to give directions to prevent anticipated breaches of the Rules of the game;

(c) to define such boundaries within the Group as may be required.

22. (a) Subject to Rule 3 of these Rules and to the Rules of the League, the Group General Committee shall be an autonomous body in control of the conduct of Rugby League football within the Group.
- (b) Delegates from Clubs and Constituent Bodies and Constituent Leagues shall enjoy and remain in membership of the General Committee only as nominees of those Clubs, Bodies or Leagues and not otherwise.

APPLICATIONS FOR ENTRY TO GROUP

23. (a) "Each Club desirous of entering a team or teams in any Competition conducted by the Group shall lodge an application with the Group Secretary by such date as shall be prescribed by the General Committee.
- (b) A Club which enters a team or teams in a Competition conducted by the Group in one season shall not be entitled as of right to enter a team or teams in that Competition in the following season and the General Committee shall be entitled to refuse the application of such Club.
- (c) The General Committee may approve the application of the Club on specified terms and conditions and may by resolution cancel such approval if in the opinion of the Committee the Club or any member thereof has not complied with any such term or conditions provided always that at least seven days before the meeting of the General Committee at which it is proposed to put a resolution pursuant to this

clause, notice in writing shall have been given to the Secretary of the Club concerned of such intended resolution and that the Club is given the opportunity to submit such written or oral evidence or explanation as it may wish to do.

- (d) Any Club aggrieved by a decision of the General Committee under this Clause may appeal to the Boundary and Competition Committee whose decision shall be final and binding.”

THE ANNUAL GENERAL MEETING
AND
GENERAL MEETINGS

24. (a) The Annual General Meeting shall be held at such time and place not later than 1st December as the General Committee shall determine.
- (b) Notice of the time, date and place of the Annual General Meeting shall be forwarded together with a copy of the Agenda not later than twenty one days prior to the appointed date to each person, Club and Constituent Body the delegates of which are entitled to attend such meeting.
25. (a) The General Committee or the Executive Committee may convene a General Meeting of the Group any time.
- (b) At least fourteen days notice of such meeting shall be given to each person entitled to attend such meeting or Club or Constituent Body entitled to be represented at such meeting specifying the business of the meeting.
- (c) In cases of urgent business the period of notice may be reduced in accordance with Rule 64 (c) of these Rules.
26. All members of the General Committee for the time being may attend General Meetings of the Group and shall be entitled to vote.
27. (a) A delegate shall be entitled to only one vote on any motion or in any election unless he holds a proxy for a fellow delegate from the same Club or Body or League in which case he may vote in accordance with that proxy.
- (b) A delegate may be disallowed a vote if the organisation he represents is in arrears of any payment due by that organisation to the Group.
28. (a) The Chairman of General Meetings of the Group shall be the President or in his absence the Senior or Junior Vice President.
- (b) If after one half hour of the appointed time for the meeting to commence, neither

the President nor the Vice Presidents of the Group are present and willing to act as Chairman, the meeting shall elect one of its members to act as Chairman of the Meeting.

QUORUM

29. A simple majority of those persons entitled to vote at a General Meeting shall form a quorum.

BUSINESS OF THE ANNUAL GENERAL MEETING

30. The business of the Annual General Meeting shall be:
- (a) Apologies;
 - (b) Approval/Rejection of applications to enter teams in the competitions for the ensuing year;
 - (c) Renewal of affiliations and acceptance of fees for the ensuing year;
 - (d) To check credentials of delegates and members;
 - (e) Minutes of previous Annual General Meeting;
 - (f) Chairman's opening address;
 - (g) To receive the Annual Report and Financial Statement;
 - (h) Notices of Motion relating to election of Officers and Committees;
 - (i) Election of Returning Officer;
 - (j) Election of
 - (i) President
 - (ii) Vice Presidents
 - (iii) Treasurer
 - (iv) Secretary
 - (k) Correspondence relating to Annual General Meeting
 - (l) Election of Life Members
 - (m) Election of Patron or Patrons
 - (n) Election of Sub Committees
 - (o) Election of Management Committee
 - (p) Election of Qualification Committee
 - (q) Election of Two Delegates to Annual Conference one of whom shall be elected to the League General Committee.
 - (r) Motions of which due notice has been given
 - (s) General Business

NOTICE OF MOTION

31. Subject to Rule 64 (c) of these Rules, Notice of Motion of any matter affecting policy or principle of the Group shall be given to the Secretary of the Group not later than twenty one days prior to the date of the Annual General Meeting.

VOTING

32. (a) Voting for the election of officers or Committees or sub-committees shall be by the system of multiple preference voting.
- (b) Voting on motions at all General Meetings including the Annual General Meeting shall be by a show of hands unless a secret ballot is requested by one person entitled to vote.
- (c) The Chairman's declaration of the result of the show of hands shall be conclusive unless a division or a poll is demanded by any one person present and entitled to vote in which case a division or poll shall be granted and the Chairman's declaration of that division or poll shall be conclusive.
- (d) Elections of Officers and Committees shall be by secret ballot.

EXECUTIVE COMMITTEE

33. (a) The President, Vice Presidents, Secretary and Treasurer shall constitute and act as the Executive Committee;
- (b) In the absence of and subject to any directions by the General Committee, the Executive Committee may exercise all of the powers conferred upon the General Committee by this Constitution and any By-law made thereunder;
- (c) In the event that a member of the Executive Committee has a conflict of interest in any matter under the consideration by that Committee that member shall not vote on that issue.
34. The Executive Committee shall present a full report of its activities and decisions to each meeting of the General Committee.
35. No person who is a player or an active referee shall be eligible to be a member of the Executive Committee

GROUP SECRETARY

36. (a) The Secretary may be an honorary or salaried official and when honorary may be paid an annual honorarium

- (b) The Secretary shall be the administrative officer and in addition to any special duties imposed upon him by the General Committee and/or the Executive Committee he shall keep proper books of the Group and shall be responsible for the official correspondence of the Group
- (c) The Secretary shall be allowed a petty cash advance of such amount as may be determined from time to time by the Executive but shall not make any payment in excess of \$100.00 without the authority of the Executive

TREASURER

- 37. (a) The Treasurer shall be an honorary official but may be paid an annual honorarium
- (b) The Treasurer shall keep proper books of account including a cash book and Ledger of the Group and shall produce the same together with the bank statements of the Group at all meetings of the Executive Committee and of the General Committee.

MANAGEMENT COMMITTEE

- 38. The Management Committee shall consist of not less than five or more than seven members of the Group General Committee and shall include the President, Secretary and Treasurer.

QUALIFICATION COMMITTEE

- 39. (a) The Qualification Committee shall consist of not less than three but not more than five members of the General Committee, one of whom shall be the Group Secretary and three of whom shall constitute a quorum;
- (b) The Qualification Committee shall meet prior to the commencement of the first competition fixture and thereafter as required;
- (c) The duties of the Committee shall be to receive, record and check all registration forms and any other matters referred to it by the General Committee.

JUDICIARY COMMITTEE

- 40. (a) At its first meeting after the Annual General Meeting of the Group or as soon thereafter as is convenient, the General Committee shall elect the Judiciary Committee, consisting of not less than three or more than five members who need not be members of the General Committee.
- (b) Three members of the Committee shall form a quorum.
- (c) No player or active referee shall be eligible to be a member of the Judiciary Committee

- (d) The Judiciary Committee shall as soon as convenient after its election appoint one of its members to be Chairman
41. (a) A member of the Judiciary Committee shall not adjudicate upon any matter involving a Club or League with which he is associated.
- (b) The Executive Committee shall appoint some other person in lieu of a member affected by subclause (a) in the event that there shall be less than three members qualified.
42. The duties of the Judiciary Committee shall be:-
- (a) Investigate and deal with all reports of referees who have sent players from the field of play.
 - (b) Any other matter which the Group General Committee or Management Committee may from time to time delegate to the Judiciary Committee to determine.
 - (c) A full and proper record of all proceedings dealt with by it must be kept in a special book for that purpose.
43. (a) The Judiciary Committee may impose penalties by way of fine, suspension, disqualification, costs and/or expenses or by caution:
- (b) The Committee shall nominate a date by which a monetary penalty, costs and/or expenses are to be paid or on which a period of suspension or disqualification will end.
 - (c) Decisions of the Committee which affect the future clearance of a player shall be notified to the League within seven days;
 - (d) The Chairman of the Committee shall retain all evidence tendered to the Committee until the matter is finalised.
44. A player may plead guilty or not guilty and not appear before the Committee in person in which case the Committee may adjudicate upon the matter without meeting in person unless it is directed so to do by the Executive Committee.

PROTESTS AND APPEALS

45. (a) The Group Appeals Committee shall consist of a minimum of three and a maximum of five members none of whom shall be members of the Group Judiciary Committee.
- (b) The duties of the Committee shall be to hear appeals against decisions of the Group Judiciary Committee.

- (c) A person or a Constituent Body other than a Group or Division may appeal to the League Appeals Board.
 - (d) All appeals shall be subject to and conducted in accordance with subparagraphs 3(i), (ii) 5 and 7 of Clause 31 of the Constitution of the League **amended 17.2.2001**
 - (e) An appeal fee of \$400 shall be lodged with the appeal to the Committee or Appeals Board and may at the absolute discretion of the Committee or Board be retained in the General Fund of the Group or refunded in whole or in part in the event that the appeal is upheld in whole or in part.
 - (f) An appeal to the Appeals Committee or Appeals Board shall not operate as a stay of proceedings against the sentence of the Judiciary Committee.
 - (g) An appeal to the Group Appeals Committee shall be a new hearing.
- 46.
- (a) Every protest or application by a Constituent Body or affiliate to the Group General Committee other than an appeal shall be accompanied by the payment of a fee of one hundred dollars (\$100.00) or such other fee as may be prescribed.
 - (b) Every appeal to the Group General Committee shall be accompanied by payment of a fee of two hundred dollars (\$200.00) or such other fee as may be prescribed.
 - (c) Protests, applications and appeals by the Group shall be exempt from payment of fees.
 - (d)
 - (i) A protest, appeal or other application to the General Committee shall be lodged with the appropriate fee with the Group Secretary either personally or by registered mail within five days of the date of the decision or incident concerned.
 - (ii) Such protest, appeal or other application shall be in writing in duplicate and shall state the grounds and nature of the evidence to be adduced in support thereof.
 - (e) The Group Secretary shall give the parties concerned in any protest, application or appeal to the General Committee at least twenty-four hours notice of the time and venue of the hearing.
 - (f) If any application to the General Committee is successful or any protest or appeal upheld, the fees lodged may be refunded.
 - (g) The unsuccessful party to an application, protest or appeal will be responsible for such expenses incurred at the hearing as maybe allowed by the General Committee.

47. (a) Any person, Club or Constituent League aggrieved by a decision of the Judiciary Committee Appeals Committee or General Committee of the Group may appeal to the Appeals Board of the League.
- (b) Such appeals shall be subject to the Rule 31 of the Constitution of the League.

DISCIPLINE

48. (a) Any person being a member, player, coach, employee, official or other like person of the Group, or of a Club or Constituent League, against whom a complaint has been laid that such person:
- (i) has been involved in misconduct; or
 - (ii) has been involved in conduct which is detrimental or prejudicial to the welfare and good image of Rugby League or of any of the Group, Club or Constituent League; or
 - (iii) has breached the Constitution or any By-law or Regulation of any of the aforementioned; or
 - (iv) has failed to comply with any direction or decision of any such body to the control of which he is subject,

may be cited or caused to appear before the Management Committee to answer such a complaint. **Amended 1.12.01**

- (b) A complaint against any such person pursuant to subclause (i) or (ii) above shall be lodged with the Group Secretary within 72 hours of the incident giving rise to the complaint.
- (c) Complaints shall be in writing and lodged with the Group Secretary with a fee of two hundred and fifty dollars (\$250.00). **Amended 1.12.01**. This fee does not apply to referees and Referee Associations – **addition 30.11.02**
- (d) (i) Upon receipt of a complaint in accordance with (c) above, the Group Secretary shall convene a meeting of the Management Committee to investigate the complaint. **Amended 1.12.01**
- (ii) After hearing evidence from the complainant, the Management Committee may decide that there is a case to answer in which case the complaint shall be referred to the General Committee or Judiciary Committee (**Amended 1.12.01**) for determination of the complaint at a time and place to be notified to the Complainant and the Respondent giving at least twenty four hours notice if requested by the Respondent.
- (iii) If after hearing evidence from the Complainant, the Management Committee decides there is no case for the Respondent to answer, the Management Committee shall dismiss the complaint.

- (iv) If after hearing evidence from the parties, the General Committee or Judiciary Committee (**Amended 1.12.01**) decides that the Respondent is guilty of an offence, it shall proceed to impose such penalty by way of caution, fine, suspension, disqualification or otherwise as it decides is appropriate.
 - (v) Penalties imposed under (iv) above shall take effect on and from the date in which they are imposed.
 - (vi) All evidence received by the Management, General Committee and/or Judiciary Committee (**Amended 1.12.01**) shall be recorded in writing and/or audio sound equipment and shall be retained until the completion of the matter.
 - (vii) At the completion of the matter the Committee may refund or retain the lodgment fee at its discretion.
49. (a) The General Committee may inquire or call upon any Club or Constituent League to inquire into any matter which adversely affects or is likely to affect adversely the control, welfare, interest or image of any Club or Constituent League or of the Group or the game of Rugby League.
- (b) The General Committee may delegate its function and power under subrule (a) above to the Executive Committee, Management Committee or Judiciary Committee.
- (c) If after conducting an inquiry into any such matter pursuant to subrule (a) a finding is made that a Club, Constituent League, player, coach, employee or other like person has been guilty of any of the matters therein prescribed, the General Committee may impose a penalty and take such disciplinary action as it deems appropriate including a fine, suspension, disqualification, expulsion or otherwise.
50. (a) The General Committee may inquire into any matter involving any Club or Constituent League which adversely affects or is likely to affect adversely the control, welfare, interest or image of any Club or Constituent League or of the Group or the game of Rugby League.
- (b) The General Committee may delegate its function and power under subrule (a) above to the Executive Committee, Management Committee or Judiciary Committee.
- (c) Where a finding is made that a Club or Constituent League has been guilty of any of the matters prescribed in subrule (a) above, the General Committee shall act in accordance with Rule 49 (c) of these Rules.
51. (a) Any person, Club or Constituent League found guilty and penalised in accordance with the foregoing rules may appeal by lodging an appeal with the General

Manager of the League within five days of the date on which the decision is communicated to them.

- (b) Any such appeal shall be lodged in accordance with Rule 31 of the Rules of the League.
- (c) The decision of the Appeals Board shall be final and binding on all parties

SELECTION COMMITTEE

52. (a) At its first meeting after the Annual General Meeting or as soon thereafter as is convenient the General Committee shall elect a Selection Committee consisting of not less than three or more than five members who need not be representatives of all areas within the Group
- (b) The Selection Committee shall as soon as convenient after its election elect one of its numbers to be Chairman who shall act as Convenor of the Selection Committee and be responsible for its business
- (c) The Selection Committee shall select players for Group teams and shall co-operate with the selectors of the League in choosing players for representative matches
- (d) Members of the Selection Committee travelling in the performance of their duties under instructions from the Executive or the League shall receive reasonable travelling expenses
- (e) Subject to the directions of the Executive Committee the Selection Committee shall determine the method of performance of its duties

REFEREES APPOINTMENT BOARD / DIRECTOR OF REFEREES

53. (a) As its first meeting after the Annual General Meeting or as soon thereafter as is convenient the General Committee shall elect a Referees Appointment Board consisting of not less than three or more than five members or a Director of Referees, all of whom may be non active members of the Referees Association
- (b) The Referees Appointment Board shall as soon as convenient after its election elect one of its number to be Chairman who shall act as Convenor and be responsible for its business
- (c) Subject to the directions of the Executive the Referees Appointment Board / Director of Referees shall determine the method of performance of its or his duties
- (d) No player, active referee, coach or trainer shall be eligible to be a member of the Referees Appointments Board or be Director of Referees.

**REGISTRATION AND RESIDENTIAL
QUALIFICATIONS OF PLAYERS**

54. (a) The provisions of Rule 46 of the Rules of the League shall be read and form part of these Rules as though reprinted in full herein.
- (b) A player shall not be registered as such unless he is a bona fide resident of the Division in which he seeks to play provided that a player whose registration has been accepted by a Group and has played one game without protest or complaint shall be deemed a bona fide resident of that Division in which the Group is located.
- (c) A player transferring from one Club to another shall not play for the latter until he is registered with the Group and the League.
- (d) Certificates of Registration shall be in triplicate.
- (e) An applicant for registration shall at the time of application pay to the Club Secretary such fees by way of capitation fee or any other fees including the Sporting Injuries Insurance levy, as the League and Group may determine.
- (f) Any Club seeking to register a player shall immediately forward the Certificate of Registration to the Group Secretary and the League.
- (g) A player using an assumed name shall be registered in his given name.
- (h) Clearances shall be in the approved form and be endorsed by the Club Secretary, Group Secretary and General Manager/Treasurer of the League.
- (i) Clearances for members of a Club which has been dissolved, become defunct or decided not to enter a team shall be issued by the Leagues Qualification and Permit Committee to comply with Rule 46 of the League's Constitution and these Rules.
- (j) (i) An application for clearance shall be in writing in the approved form and forwarded to the Club from which the clearance is sought
- (ii) In the absence of any good reason for failure to do so, the Club or Group from which the clearance is sought shall issue the clearance within ten days of receipt of the application failing which the League may inquire and satisfy itself that a clearance is appropriate and grant a clearance forthwith. Such a clearance shall be valid and conclusive notwithstanding any subsequent objection from the Club or Group

- (k) With the exception of mini-league a clearance may not be issued nor a player be registered for the current season in the Group after the 30th June in that year. **Amended 1.12.01**
- (l) A player under suspension or disqualification may be granted a clearance if required and be registered prior to 1st July in any year but must not play until his suspension or disqualification is complete.
- (m) Notwithstanding rule 54 (b) a player having completed at least one year as a player registered with a Club may complete the balance of the season with that Club notwithstanding that he is no longer a bona fide resident.
- (n) A Club or Constituent Body or any person acting on their behalf shall not approach a player registered with another Club with a view to having that player play for it without the prior written permission of the Club with which he is registered.
- (o) A player shall not play with more than one Club in any Competition in the same year without the approval of two thirds of the members of the General Committee present at a meeting of that Committee.

REPRESENTATIVE TEAMS

55. (a) All registered players shall make themselves available for selection in Group, Division, Country, State or Australian teams as required. **Amended 1.12.01**
- (b) A player shall not be required to sign nor shall he enter into a contract with any Constituent Body or League, the terms of which have the effect of excluding him from the restraints and responsibilities imposed upon him by this Constitution.
- (c) A player who makes himself unavailable for or withdraws without dispensation from any representative team or any team deriving therefrom under the control of the Group or the League shall not play in any team until the commitments of those representative teams have been completed.
- (d) Dispensation may be granted by the Group Management Committee or the League Executive Committee.

RESTRICTIONS ON PLAYING

56. (a) A Constituent League or Club shall not permit any team to participate in any match, competition or fixture with or against any organisation not subject to the control of the Group without the prior written approval of the Group first had and obtained.

(b) No person under suspension or disqualification shall be eligible to be a member, coach, official, or employee of a Club, Group or Constituent League during the currency of such suspension or disqualification other than a player coach who has been suspended by a Judiciary Committee as a player only.

© (i) No person whose name appears in a register of defaulters kept by the League shall be eligible to be a member, player, coach, official or employee of a constituent body, unless and until his name shall have been removed from such register
– **Addition 1.12.01**

(ii) Any person who is in default of any financial obligation to any Constituent Body, may be nominated to the league as a defaulter provided:

(a) The minutes of the meeting of the constituent body most recently prior to 30 November contain a minute detailing the circumstances of the indebtedness and attempts to recover the amounts outstanding and – **addition 1.12.01**

(b) Such nomination is received by the league on or before 31 December and – **addition 1.12.01**

© Documentary proof of continuing indebtedness is submitted with such nomination – **addition 1.12.01**

PERSONS BOUND BY GROUP CONSTITUTION AND COUNTRY RUGBY LEAGUE CONSTITUTION

57. Constituent Bodies, Constituent Leagues and all officials, players, coaches, employees and members thereof shall be bound by this Constitution and the Constitution of the League.

FINANCE AND PROPERTY

58. Prior to the date fixed by the League as the date of its Annual Conference, the Group shall remit such affiliation fee as may be required of it.

59. (a) The General Committee shall from time to time impose levies on each Club or Constituent League on the basis either of a direct or flat charge or quota and/or a percentage of gate receipts at all or any matches played under the control of the Group.

(b) The General Committee may from time to time require the Constituent Leagues and Clubs to pay such fees and charges for registration or players' affiliation and such other purposes as it may from time to time determine.

(c) The General Committee may in its discretion remit or refund any part of money due or paid to it by any Constituent League or Club.

- (d) Each Club and Constituent League shall furnish to the General Committee a Financial Statement of its affairs duly audited by a qualified person at least seven days prior to the Annual General Meeting of the Group.
60. The financial year of the Group shall commence not later than 1st November in each year.
61. (a) The Executive Committee of the Group shall keep proper account of the property of the group and of all moneys received or expended by it and cause an Annual Report and Financial Statement audited by a qualified person to be presented at the Annual General Meeting.
- (b) A copy of such Annual Report and duly audited Financial Statement shall be forwarded by the Group Secretary to be received by the General Manager/Treasurer of the League not later than four days prior to the date of the Annual Conference of the League.
62. The General Committee shall each year appoint a duly qualified Accountant to audit check and inspect from time to time the books, accounts and financial statements of the Group.
63. (a) All property of the Group shall vest in the Group and shall be controlled by the Executive Committee for the time being.
- (b) The Executive Committee for the time being shall have power to enter and defend all proceedings legal or otherwise in respect of the property of the Group.
- (c) Contracts and engagements on behalf of the Group shall be entered into in the name of the Group.
- (d) The members of the Executive Committee, Management Committee and/or General Committee shall be indemnified from the assets of the Group against personal liability arising out of any contract or engagement or for legal expenses or damages awarded against the Group in any legal matter or litigation by or against the Group.
- (e) The Group may institute such actions, suits, and proceedings as it needs to against all or any of the officials or members of the Group and/or any Constituent League and/or Club:-
- (i) to obtain and recover possession of any books, documents, correspondence and records, the property of such Body or League;
- (ii) to enforce payment of money due to the Group whether under contract levy fine or otherwise howsoever; and/or

- (iii) generally to safeguard the assets property and rights of the Group
 - (f) The assets and income of the Group shall be applied solely in furtherance of its objects and no portion shall be distributed directly or indirectly to the members of the Group except as bona fide compensation for services rendered or expenses occurred on behalf of the Group.
 - (g) In the event of the Group being dissolved, the amount which remains after such a dissolution and the satisfaction of all debts and liabilities, shall be transferred to any organisation which has similar objects and which is exempt from income tax.
 - (h) Where it furthers the objects of the Group to amalgamate with any one or more Groups or organisations having similar objects, the other Group or organisation must have rules prohibiting the distribution of its assets and income to members and must be exempt from income tax.
64. (a) This Constitution shall not be altered unless the proposed alteration is approved by two-thirds majority at a General Meeting of the Group
- (b) Notice of any proposed alteration of this Constitution shall be given to the Group Secretary at least twenty one (21) days before the date appointed for the holding of the General Meeting at which it is intended to submit such proposed alteration.
- (c) The Chairman shall on a matter of urgency and with the consent of two-thirds of the meeting waive the requisite twenty one days notice provided that there are two thirds of the full voting strength in attendance.
65. This Constitution and all by-laws made thereunder shall bind the Group and every Constituent League and every Club associated with the Group or any Constituent League. All members of every such Club and every such League or Club shall be deemed by virtue of such membership or association to have agreed to be bound by this Constitution and all by-laws thereunder and by the Constitution of the League and all by-laws and regulations made thereunder.
66. (a) The Secretary of the Group shall submit By-Laws for approval on an annual basis to the League not later than twenty one days after the date of the Group Annual General Meeting.
- (b) Disputes arising from breaches or interpretation of By-Laws shall not be the subject of an appeal to the Appeals Board of the League.

MULTIPLE PREFERENCE VOTING

67. (a) In any ballot where there are two or more positions to be filled and there are more candidates than there are positions vacant, the system of voting shall be multiple preference.
- (b) In any such ballot the Returning Officer shall adopt the following procedure;

The votes shall be classified into two categories as follows:

- (1) (a) The preference votes to the number of vacancies to be filled shall be termed the "primary votes" votes and shall have equal value in the first count and be credited to the candidate for whom they are cast, whether marked 1, 2, 3 etc according to the number of vacancies
- (b) The preference votes beyond those referred to in (a) shall be termed the "secondary" votes, shall have rank according to their numerical order
- (2) The "primary" votes shall first be counted and a list shall be prepared of the candidates in order according to the primary votes cast for them. The candidate who is lowest on the list thus compiled shall be excluded from election
- (3) Each ballot paper on which such excluded candidate received the first preference of "primary" votes shall then be scrutinised as regards the "secondary" votes, and the next available preference (secondary) on each ballot paper shall be added to the total credited to each unexcluded candidate on the first count
- (4) On the conclusion of the second count the candidate then lowest on the list shall be excluded. Each ballot paper on which such candidate received the first preference of "primary" votes shall be scrutinised as regards the "secondary" votes, and the next available preference vote (secondary) on each ballot paper shall be added to the total credited to the respective remaining candidates on the first and second counts. Should the next available preference vote be cast in favour of an excluded candidate it shall be disregarded and the next available preference vote cast in favour of a remaining candidate shall be added to the total credited to the candidate. This process of exclusion and distribution of "secondary" votes shall be repeated until only the number of candidates required to fill the vacancies remain.
- (5) In the case of an equality of votes during the progress of the count, that candidate shall be excluded who has the lowest number of higher preference votes, for which purpose the whole of the preference on the ballot paper shall rank according to the numerical order. In the event of an equality of higher preference votes, the Returning Officer shall decide by lot from the hat which candidate shall be excluded.

- (6) In determining which candidate is next in order of preference the votes which have been counted for any candidate who has been excluded shall not be considered and in order of the votes preference shall be considered on the next available preference which ballot paper has not been previously transferred. The ballot paper for an excluded candidate does not become exhausted in the process of the count.

GROUP LIFE MEMBERSHIP

68. (a) Nominations for Life Membership of the Group must be proposed by a member of the General Committee or by an affiliated body. Nominations will close four (4) weeks prior to the Group Annual General Meeting.
- (b) All nominations must be in writing, giving the full name and credentials of the nominee
- (c) The Management Committee must furnish a report on the correctness or otherwise of the credentials submitted
- (d) There must be at least sixty percent of all the full voting strength of the Annual General Meeting in attendance before an election for Life Membership will be conducted
- (e) A delegate may record an affirmative vote for neither but not more than two of the nominees for Life Membership
- (f) The two nominees receiving the highest number of affirmative votes, provided that such number is at least sixty percent of those voting, shall be declared Life Members
- (g) The privileges and obligations of life membership are prescribed by By-Laws. A breach of By-Laws may render the Life Member liable to forfeit those privileges. Life memberships may be cancelled by a resolution passed by sixty per centum of those members present at an Annual General Meeting who are entitled to vote and do so.
- (h) Life Membership entitles the holder and one companion to admission to all matches played in the League area
- (i) Life Membership medallions are not transferable
- (j) In the event of a Life Member losing his medallion and the General Committee being satisfied that a duplicate should be issued to him he may purchase one through the General Committee at such fee as may be prescribed
- (k) Life Membership shall be forfeited by illegal use or transference of medallion

- (l) Life Members shall be eligible for election to membership of the General Committee
- (m) Life Members are not allowed to vote at any meetings unless as elected members of the General Committee

INDEMNITY

69. It is a condition of membership of the Group and each member acknowledges:
- (i) that membership is conditional on continued observance of and compliance with the provisions of this Constitution and the Rules and Regulations and By-Laws made thereunder and the Constitution and Rules and Regulations of the League;
 - (ii) that he will accept the decisions and directions of the Group and the League made in accordance with the powers conferred upon them;
 - (iii) that he will not during the currency of his membership or at any time thereafter, should he cease to be a member, take any court proceedings for damages for negligence, trespass, assault or breach of duty of care arising out of any act or omission of the Group, the League, any Constituent Body or any of their members, officials or employees, or for injury or damage suffered in or arising out of any game or training programme under the control, direction or supervision of the Group, the League and any of its Constituent Bodies or Constituent Leagues or in respect of any breach of their Constitution, Rules and Regulations and By-Laws;
 - (iv) that in the event of any person commencing any such proceedings against a member or sometime member of the Group, the Group, the League or any of its Constituent Bodies or Constituent Leagues or their officials or in the event of any person or organisation against whom or which proceedings have been commenced seeking indemnity or contribution from any of them, the member or sometime member for himself, his heirs, successors and assigns indemnifies and keeps indemnified all or any of the bodies herein before mentioned and any of their officials and their employees against any Order of the Court or award for damages and legal costs and disbursements which may be ordered or awarded or given against them;
 - (v) that the Indemnity herein contained may be pleaded in bar to any such proceedings aforesaid.
 - (vi) (a) the right, if any, of any member, coach, player, official or employee of the Group or of a Constituent Body or Constituent League to seek compensation against any other member, coach, player, official or employee of the Group, Constituent Body or Constituent League or

the Group, Constituent Body or Constituent League themselves or against any referee or touch judge engaged in any fixture under the control of the aforementioned for personal injury including death shall be limited.

- (b) if any such person shall suffer any injury including death whilst engaged in training or playing the game of Rugby League and a cause of the injury or death was the negligence, trespass, assault or a breach of other obligations imposed by law on any of the persons or bodies named in clause 6 (vi) (a) then the liability of the those persons or bodies is limited to the extent to which they are entitled at law to an indemnity for such liability under any insurance policy held by the Group and the amount which the insurer is obliged to pay under the policy, or in the liquidation of the insurer, the amount which any or those persons or bodies can recover whichever is the lesser and/or the amount of insurance payable by the Sporting Injuries Scheme under the Sporting Injuries Insurance Act, 1978 and any policy of insurance he may have entered into on his own behalf.
- (c) If the said persons or bodies or any of them are not entitled at law to an indemnity by an insurer for whatever reason, their liability not covered by their policy is nil.
- (d) every such person agrees that this limitation of liability applies after the person making the claim ceases to be a member of the Group, Constituent Body or Constituent League.

MISCELLANEOUS

- 70. (a) The Common Seal of the League shall be kept in the custody of the public officer who shall be the Group Secretary
- (b) Except as otherwise provided by these rules, the public officer shall keep in his custody or under his control all records, books or other documents relating to the Group.
- 71. The records, books and other documents of the Group shall be open to inspection free of charge by a member of the Group at any reasonable hour.
- 72. That in addition to the levy pursuant to the Sporting Injuries Insurance Act, 1978, each registered player prior to registration shall pay a premium of \$2.00 for Public Liability Insurance in accordance with the Association Incorporation Act.

SPONSORSHIP

73. (i) Constituent Bodies shall at all times during the currency of an agreement between the League and its Sponsor
- (a) use their best endeavours to promote the goods and services supplied or to be supplied by that sponsor to the general public;
 - (b) meet all reasonable requests from such sponsor to attend functions and public appearances arranged by sponsor;
 - (c) not enter into any sponsorship agreement without the prior written approval of the League first had and obtained.
 - (d) ensure that all team apparel worn by any of Constituent Bodies' players, officials, coaches, trainers and the like shall bear the official logo of the League.
- (ii) The decision to approve or disapprove of any sponsorship proposal submitted to the League shall be final and binding.

APPENDIX "A" TO GROUP CONSTITUTION

On behalf of (insert name of club)

We , **President**

and , **Secretary**

hereby apply to (insert name of group)

for admission to the competitions to be conducted by the Group in season

..... (insert season)

We agree and undertake to be bound by the Group Constitution and By-Laws, the Constitution of Country Rugby League of New South Wales Inc and the Rules and Regulations of the League and the decisions of the Group General Committee and Management Committee.

We hereby warrant to the Group that the Club is not insolvent and will be able to make payment of its debts as and when they fall due for payment.

SIGNED for and on behalf

of

.....

PRESIDENT

.....

SECRETARY

In the presence of

NAME OF WITNESS

.....

SIGNATURE OF WITNESS

.....

DATE

.....