



QUEENSLAND RUGBY FOOTBALL LEAGUE LIMITED  
A.B.N. 65 009 878 013

- **Constitution**
- **QRL Rules**
- **Divisional Rules**
- **Local League Rules**

Rules Effective 1 February 2004

*Constitution and Rules Updated 16 October 2009*

*Constitution to be effective at the Annual General Meeting of the QRL on 4 December and Rules to be effective at the Annual General Meeting of each Division in November.*

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**CONSTITUTION**  
**OF**  
**QUEENSLAND RUGBY FOOTBALL LEAGUE LIMITED**  
**ACN 009 878 013**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1. In this Constitution, unless the context otherwise requires:
- 1.1.1. “**Alternate Director**” means an alternate Director appointed pursuant to the Corporations Act and this Constitution.
  - 1.1.2. “**Annual General Meeting**” means the general meeting of the QRL held each year as required by the Corporations Act and this Constitution.
  - 1.1.3. “**Auditor**” means an auditor of the QRL appointed pursuant to the Corporations Act and this Constitution.
  - 1.1.4. “**Board of Delegates**” means boards of persons of a Division to whom Directors have delegated any of their powers under clause 25.4.
  - 1.1.5. “**Board of Directors**” means the board of Directors of the QRL, as constituted in accordance with this Constitution.
  - 1.1.6. “**Chairman**” means the chairman of the Board of Directors or a Board of Delegates (as applicable) appointed under this Constitution from time to time.
  - 1.1.6A “**Chief Executive Officer**” means the chief executive officer of the QRL appointed pursuant to Clause 17.6.
  - 1.1.7. “**Club**” means a Rugby League Football club established or recognised by the QRL for participation in one or more Local Leagues.
  - 1.1.8. “**Constitution**” means this constitution and all schedules and annexures to it, as amended or replaced from time to time.
  - 1.1.9. “**Corporations Act**” means the Corporations Act 2001 (Cth).
  - 1.1.10. “**Director**” means a director of the QRL appointed pursuant to this Constitution and the Corporations Act.
  - 1.1.11. “**Division**” has the meaning set out in clause 11.1.
  - 1.1.12. “**General Manager**” means the general manager of the QRL appointed pursuant to clause 19.1 from time to time.
  - 1.1.12A “**Independent Director**” means an Independent Director of the QRL appointed pursuant to Clause 17A.
  - 1.1.13. “**Local League**” means any body created by or under the auspices of a Division having authority over the conduct of Rugby League Football within a defined geographical area or over categories of persons or Clubs participating in Rugby League Football as may be defined by the relevant Division.
  - 1.1.14. “**Managing Director**” means the managing Director of the QRL appointed pursuant to clause 17.6.

- 1.1.15. **“Member”** means a member of the QRL whose name is entered in the Register of Members and who has not ceased to be a member in accordance with this Constitution and the Corporations Act. No subject or context shall exclude this meaning.
- 1.1.16. **“Objects”** means the objects of the QRL set out in clause 5.
- 1.1.17. **“Officer”** means an officer of the QRL under the Corporations Act.
- 1.1.18. **“QRL”** means Queensland Rugby Football League Limited ACN 009 878 013.
- 1.1.19. **“Register of Members”** means the register of Members of the QRL required to be kept by the Corporations Act.
- 1.1.20. **“Registered Office”** means the registered office of the QRL.
- 1.1.21. **“Rugby League Football”** means the game of rugby league football.
- 1.1.22. **“Rules”** has the meaning set out in 20.2.
- 1.1.23. **“Seal”** means the common seal of the QRL.
- 1.1.24. **“Secretary”** means any person appointed to perform the duties or any of the duties of secretary of the QRL from time to time.
- 1.2. In the interpretation of this Constitution, unless the context otherwise requires:
- 1.2.1. singular includes plural and vice versa;
- 1.2.2. any gender includes each other gender;
- 1.2.3. a reference to any day, month, year or other period means calendar day, calendar month, calendar year or other calendar period;
- 1.2.4. a reference to a clause, sub-clause, paragraph, sub-paragraph, recital, schedule, annexure or exhibit is a reference to a clause, sub-clause, paragraph, sub-paragraph, recitals schedule, annexure and exhibit of this Constitution;
- 1.2.5. a reference to a person includes a reference to an individual, corporation, incorporated or unincorporated association, trust, partnership, and governmental or quasi-governmental department, council, agency, authority or other body;
- 1.2.6. a reference to writing includes any means of representing or reproducing words, figures, drawings or symbols in a visible, tangible form, in English;
- 1.2.7. a reference to any currency or amount of dollars or cents is a reference to Australian currency and Australian dollars and cents;
- 1.2.8. a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
- 1.2.9. mentioning anything after “include”, “includes” or “including” does not limit what else might be included;
- 1.2.10. headings are used for ease of reference and convenience only and are not to be construed as forming any part of this Agreement;

1.2.11. where any word or phrase is given a defined meaning, any other grammatical form of that word or phrase has a corresponding meaning; and

1.2.12. an expression used in this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, has the same meaning as in that provision of the Corporations Act.

## **2. PRELIMINARY MATTERS**

- 2.1. This Constitution supplements the replaceable rules contained in the Corporations Act and the provisions of the Corporations Act relating to the operation of public companies.
- 2.2. The replaceable rules contained in the Corporations Act and the provisions of the Corporations Act relating to the operation of sole director/shareholder companies only apply to the QRL in relation to matters that have not been dealt with in this Constitution.

## **3. NAME**

- 3.1. This body shall be called the "Queensland Rugby Football League Limited".

## **4. REGISTERED OFFICE**

- 4.1. The Registered Office of the QRL must be situated at Brisbane or in such other place in Queensland as the Board of Directors may from time to time determine.

## **5. OBJECTS**

- 5.1. The Objects for which the QRL is formed are as follows:-
  - 5.1.1. To foster, develop, extend, govern and control Rugby League Football throughout the State of Queensland.
  - 5.1.2. To govern and control all organisations, officials, players and spectators in their association with Rugby League Football throughout the State of Queensland.
  - 5.1.3. To administer and control the issue of clearances for and the transfer of players both intrastate and interstate.
  - 5.1.4. To combine with the New South Wales Rugby League as equal partners to form the Australian Rugby Football League.
  - 5.1.5. To purchase, take on lease or in exchange, hire and otherwise acquire lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purpose of, or capable of being conveniently used in connection with, any of the Objects of the QRL. Provided that in case the QRL shall take or hold any property which may be subject to any trusts the QRL shall only deal with the same in such manner as is allowed by law having regard to such trusts.
  - 5.1.6. To subscribe to, become a member of and co-operate with any other club, association or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the QRL.

- 5.1.7. To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise that may seem conducive to the QRL's Objects or any of them; and to obtain from any such government or authority any rights, privileges and concessions which the QRL may think it desirable to obtain; and to carry out exercise and comply with any such arrangements, rights, privileges and concessions.
- 5.1.8. To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purpose of the QRL.
- 5.1.9. To establish, support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the QRL or the dependants or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful object.
- 5.1.10. To invest and deal with the money of the QRL not immediately required in such manner as may be permitted by law for the investment of trust funds.
- 5.1.11. To take any gift of property whether subject to any special trust or not, for any one or more of the Objects of the QRL but subject always to clause 5.1.5.
- 5.1.12. In furtherance of the Objects of the QRL to amalgamate with any companies, institutions, societies, or associations having objects altogether or in part similar to those of the QRL.
- 5.1.13. In furtherance of the Objects of the QRL to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the QRL is authorised to amalgamate.
- 5.1.14. To decide upon and deal with and give such rulings and decisions and make such orders as the QRL shall think fit in relation to all aspects of the administration and control of Rugby League Football in Queensland and the conduct of the game in Queensland and for this purpose to make such rules, by-laws, standing orders, laws of the game and competition rules.
- 5.1.15. To arrange, control and manage football matches and competitions between teams representing States, Divisions, Local Leagues and/or Clubs whether within the State of Queensland or otherwise.
- 5.1.16. To arrange the time and place and conditions under which all matches promoted or arranged by the QRL shall be played.
- 5.1.17. To define the boundaries of the Divisions of the QRL and from time to time, where necessary, vary and alter such boundaries and redefine them and to determine the authorities, powers and jurisdiction of the several Divisions and from time to time to determine the status of the Divisions and each of them and to determine the privileges, rights, powers, duties and obligations of the Divisions and each of them and of the officers of them and each of them and of players and officials within or subject to the several Divisions and to delegate any of the powers or jurisdictions of the QRL to the respective Divisions for the control of the game in each of the respective Divisions and for the management of the affairs of the Divisions.

- 5.1.18. To define the terms and conditions upon which players may play for and games may be played by Divisions, Local Leagues and Clubs within the State of Queensland or upon which players may play for the QRL.
- 5.1.19. To hear and determine all matters and disputes relating to or arising out of any rule or regulation made by the QRL including matters and disputes and questions relating to clearances, registrations and contracts of players and the recognition of Divisions, Local Leagues and Clubs and deal with any matter, dispute or questions concerning the status at any time of any player or former player or applicant for registration as a player, referee or official or otherwise.
- 5.1.20. To lay out, construct, maintain and alter or join in or assist with such laying out, constructing, maintaining or altering of any grounds for rugby league football or other athletic sports or pastimes of any kind and description necessary or convenient for the purposes of the QRL.
- 5.1.21. To construct, erect, maintain or alter or join in or assist with such construction, erection, maintenance or alteration to any buildings, houses or works which may be required for the purposes of the QRL and to furnish and equip or join in or assist with the furnishings or equipping same in such manner as may be necessary or convenient for such purposes.
- 5.1.22. To define the terms and conditions upon which any Division, Local League or Club may enter upon or use or occupy any land or buildings owned or leased or controlled by the QRL whether jointly or otherwise.
- 5.1.23. To render assistance, pecuniarily or otherwise to the Divisions.
- 5.1.24. To raise money by subscription, percentage, levy or otherwise from Divisions, Local Leagues or Clubs or the players thereof as the QRL may from time to time determine and to promote entertainments or other functions for the purpose of furthering the aims and Objects of the QRL.
- 5.1.25. To borrow or raise moneys either alone or jointly with any other person or persons, Club or Clubs, in such a manner and on such terms and conditions and on such security (if any) as the Board of Directors of the QRL may from time to time decide and for the purpose of securing the repayment of any money so borrowed or raised to enter into such mortgages, charges or liens as the Board of Directors of the QRL may approve over the whole or any part of the property and assets (whether present or future) of the QRL and in particular over the freehold land of the QRL.
- 5.1.26. To draw, accept, endorse, discount, execute and issue bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable transferable instruments.
- 5.1.27. To acquire, sell, improve, transfer, lease or otherwise dispose of or alienate or turn to account all or any part of the freehold or other property of the QRL as the Board of Directors of the QRL may by resolution direct.
- 5.1.28. To enter into such contracts, agreements or arrangements on behalf of the QRL as the Board of Directors of the QRL may from time to time by resolution decide.
- 5.1.29. To acquire, establish, print and publish newspapers, periodicals, books and leaflets or other literary work that the QRL may think desirable for the promotion of its Objects.



- 5.1.30. To delegate all or any of its powers to any committee or committees consisting of one or more persons, whether members of the Board of Directors of the QRL or otherwise.
- 5.1.31. To promote, arrange and control any matches or competition in any grade of Rugby League Football (school divisions to the highest grade inclusive) in any centre between any schools, clubs, organisations, towns, cities or branches that may be deemed necessary and for the purpose of so arranging, controlling and conducting any such matches or competitions it may appoint any official or sub-committees which it may deem necessary.
- 5.1.32. To make rules and thereunder or otherwise to establish an Appeal Board or Boards and to determine the jurisdictionary powers and functions of any such Board. To make rules relating to any such Board or any proceedings before it or by way of appeal from it to the QRL and without limiting the generality of the foregoing to grant power or exercise the power to deal with appeals from decisions of any Division or Local League or Club relating to the status or conduct or disciplining of official members and players of constituent Divisions, Local Leagues or Clubs or any matter of dispute or question relating to any of the objects or functions of the League or of any person or corporation connected with it in any way. To investigate and deal with all reports of referees who have ordered players from the field of play for misconduct during the progress of any game under the direct control of the QRL or of any of its Divisions or Local Leagues or Clubs and all reports of referees who have reported to a Division or Local League the misconduct of any player with the intimation by the referee that the misconduct is of such a nature as in the opinion of the referee to require its consideration by the QRL or other authority having control of the game during which the misconduct reported on has occurred. To deal with any other matter referred to any such Board by the Board of Directors of the QRL.
- 5.1.33. To make such standing orders for the conduct of its business as may from time to time become necessary.
- 5.1.34. To confer such life Memberships of the QRL as the Board of Directors of the QRL may from time to time determine in accordance with this Constitution.
- 5.1.35. In accordance with the directions of the Board of Directors of the QRL to guarantee and give guarantees for indemnities for the payment of money or the performance of contracts or obligations by any Division.
- 5.1.36. To do all such acts and things as are incidental or subsidiary to all or any of the above Objects.
- 5.1.37. To make rules governing the affairs and business of the QRL and the rules and conduct of the game of rugby league and to provide for Divisions of the QRL throughout Queensland the establishment and operation of Clubs and competitions to provide for and govern officials, referees and players of rugby league and contracts and clearances for them the discipline of officials, referees and players and any person engaged therein or associated therewith and of such other matters whether of a kind herein mentioned or not as the QRL may think necessary or expedient in the interests of the QRL.

## **6. INCOME AND PROPERTY**

- 6.1. The income and property of the QRL, whencesoever derived, shall be applied solely toward the promotion of the Objects of the QRL as set forth in this Constitution; and no

portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the QRL.

- 6.2. Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration by any proper means to any Member, Officer (including a member of the Board of Directors) or servant of the QRL, in return for any services including services as a Director actually rendered to the QRL nor prevent the payment of interest at a rate not exceeding the rate for the time being charged by the QRL's bank for overdrawn accounts on money lent, or reasonable and proper rent for premises demised or let by any Member of the QRL or any member of its Divisions.

## **7. WINDING-UP/DISSOLUTION**

- 7.1. If upon the winding-up or dissolution of the QRL there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the QRL but shall be given or transferred to some other institution or institutions having objects similar to those of the QRL, and which shall prohibit the distribution of its or their income and property among its or their Members, and which is a society, association or club established for the encouragement of a game or sport and whose total ordinary and statutory income is exempt from income tax under the Income Tax Assessment Act 1997 (Cth), such institution or institutions shall be determined by the Members at or before the time of dissolution or in default by a Judge of the Supreme Court of Queensland who may have jurisdiction in the matter.

## **8. LIABILITY**

- 8.1. The liability of the Members is limited.

## **9. CONTRIBUTION**

- 9.1. Every Member of the QRL undertakes to contribute to the assets of the QRL, in the event of the same being wound up while he is a Member, or within one (1) year after he ceases to be a Member, for payment of the debts and liabilities of the QRL contracted before he ceases to be a Member, and of the costs, charges, and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding twenty dollars (\$20).

## **10. MEMBERSHIP**

- 10.1. The Members of the QRL are the subscribers to the Constitution and such persons as in accordance with this Constitution become Members provided that the subscriber or other person who has become a Member has not in accordance with this Constitution ceased to be a Member.
- 10.2. For the purposes of registration but not by way of limitation the QRL is declared to consist of not more than 15 Members, but the Board of Directors of the QRL may, whenever it thinks fit, register an increase of Members.
- 10.3. The Board of Directors may decline to accept any person as a Member.

- 10.4. A person shall become a Member by executing and delivering to the QRL for retention by it a guarantee in writing in terms of the guarantee in clause 9.1 and a request that his name be entered in the Register of Members and subject to this Constitution the name of that person may thereupon be entered in the Register of Members and he shall from the date of such entry in the Register of Members be a Member of the QRL.
- 10.5. A Member may retire from Membership and cease to be a Member by giving the QRL one (1) month's notice in writing of his intention to retire from Membership and on the expiration of that period or such lesser period as the Board of Directors may agree to accept the Member shall cease to be a Member of the QRL.
- 10.6. Each person who is or becomes a Member shall have his full name entered in the Register of Members together with the date upon which he became a Member.
- 10.7. Subject to the number of Members not being thereby reduced below the number of five a Member who has ceased to be a Director or an Alternate Director shall forthwith resign as a Member and if he fails or refuses to do so the Chairman of the Board of Directors of the QRL is hereby appointed to execute a resignation in his name and on his behalf and deliver it to the QRL and the Member shall thereupon for all purposes be deemed to have given that notice under clause 10.5.
- 10.8. The fact that a Member has ceased to be a Member shall be entered in the Register of Members together with the date upon which he ceased to be a Member and the reason for his having ceased to be a Member.
- 10.9. No transfer of Membership shall occur and the rights and benefits of Membership shall not be transferable by any means whatsoever.

## **11. DIVISIONS**

- 11.1. The QRL may create and may vary or modify or abolish or merge in whole or in part divisions ("Divisions") by geographical or other definition as administrative divisions of the area determined by the QRL as being the area from time to time in which the game of Rugby League Football is governed by the QRL for the purposes of its Objects.

## **12. GENERAL MEETINGS**

- 12.1. An Annual General Meeting shall be held by the fifteenth (15th) day of December in each year, at such place as may be prescribed by the Directors or as the Directors shall appoint.
- 12.2. The business of the Annual General Meeting shall be as follows:-
  - 12.2.1. to receive reports from the Board of Directors;
  - 12.2.2. to receive and consider the balance sheets and the profit and loss accounts and the report of the Auditors;
  - 12.2.3. to appoint Auditors as and when required by the Corporations Act and fix their remuneration;
  - 12.2.4. to declare elected the Chairman and Directors in accordance with the report of the Returning Officer;

- 12.2.5. to deal with other business set out in the agenda paper.
- 12.3. All business transacted at an Annual General Meeting other than that referred to in subclauses 12.2.1 to 12.2.4 inclusive and all business transacted at any other general meeting shall be deemed special.
- 12.4. All general meetings other than the Annual General Meeting shall be called extraordinary general meetings.
- 12.5. The Directors may, whenever they think fit, convene an extraordinary general meeting.

### **13. NOTICE OF GENERAL MEETINGS**

- 13.1. Subject to the provisions of the Corporations Act relating to special resolutions, twenty-one (21) days notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given), specifying the place, the day, and the hour of meeting, and, in case of special business, the general nature of that business, shall be given in a manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the QRL in general meeting to such persons as are, under this Constitution, entitled to receive such notices from the QRL; but with the consent of all the Members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those Members may think fit. No other person shall be entitled to receive notice of a general meeting.
- 13.2. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Member shall not invalidate the proceedings of any meeting.

### **14. PROCEEDINGS AT GENERAL MEETINGS**

- 14.1. The QRL may hold a meeting of its Members at two (2) or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.
- 14.2. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, three Members personally present shall be a quorum.
- 14.3. If within half an hour from the time appointed for the meeting a quorum of Members 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; and if at the adjourned meeting a quorum of Members is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum.
- 14.4. Subject to clause 25.2 if there is no Chairman of the Board, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman of the meeting, the Members present shall choose someone of their number to be Chairman of the meeting.
- 14.5. The Chairman may adjourn the meeting from time to time and from place to place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

- 14.6. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before the result of the show of hands) demanded by at least two Members present in person or by proxy entitled to vote and unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the QRL shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.
- 14.7. If a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 14.8. In the case of an equality of votes whether on any motion or resolution or question whatsoever or on an election and whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote provided always that he has used a primary vote.
- 14.9. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs.

## 15. VOTES OF MEMBERS

- 15.1. Subject to clause 14.8 every Member shall have one vote. No other person whatever name or title shall have a vote.
- 15.2. No Member shall be entitled to vote at any general meeting unless all moneys presently payable by him to the QRL have been paid.
- 15.3. On a poll votes may be given either personally or by proxy.
- 15.4. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing and endorsed with the written approval of the Chairman of the Division of the QRL which nominated the person appointing the proxy. A proxy need not be a Member of the QRL.
- 15.5. The instrument appointing a proxy and, if the appointment is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of the authority, shall be deposited at the Registered Office of the QRL not less than forty-eight (48) hours before the time of holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
- 15.6. Any instrument appointing a proxy shall be in the following form:-

Queensland Rugby Football League Limited

I, ..... of ....., being a member of QRL hereby appoint ..... of ..... as my proxy, to vote on my behalf at the (ordinary or extraordinary, as the case may be) general meeting of QRL to be held on the ..... day of ..... 20..... and at any adjournment thereof.

Signed this ..... day of ..... 20.....  
.....  
(Members signature)

15.7. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

**16. CHAIRMAN OF THE BOARD**

- 16.1. The Chairman of the Board shall be elected by the Board of Directors at the Annual General Meeting of the QRL. A Chairman of the Board standing for re-election shall not require nomination but any other candidate shall require the nomination of one of the Directors. Such nomination shall be lodged in writing in the prescribed form with the Secretary of the QRL no later than seven (7) days prior to the Annual General Meeting.
- 16.2. The Chairman of the Board shall be elected and assume office at the conclusion of the election of Directors at the Annual General Meeting. He shall hold office until his successor assumes office.
- 16.3. A Director who is nominated for the position of Chairman of the Board shall not be entitled to vote on the Director's appointment to this position.
- 16.4. The Chairman of the Board shall enjoy and be entitled to all powers, authorities, rights, functions and privileges of a Director in addition to and without derogation from the powers, authorities, rights, functions and privileges of the office of the Chairman of the Board. The Chairman of the Board in office at the date of adoption of this Constitution shall continue in office until his successor assumes office at the Annual General Meeting next after that date.

**17. DIRECTORS**

- 17.1. The number of Directors shall vary with the number of Divisions from time to time and be comprised of:
  - 17.1.1. the Chairman of the Board of Directors of the QRL;
  - 17.1.2. the person elected as Chairman of each of the Divisions of the QRL from time to time;
  - 17.1.3. the Managing Director or the Chief Executive Officer; and
  - 17.1.4. three (3) Independent Directors appointed by the Board of Directors.
- 17.2. The Directors in office (other than the Managing Director or Chief Executive Officer) at the date of the adoption of this amended clause 17 shall continue in office until the next Annual General Meeting of the QRL (subject to early removal as provided by this Constitution) when they shall retire.
- 17.3. At every Annual General Meeting of the QRL, the Chairman of Directors and all Directors and Alternate Directors with the exception of the Managing Director or Chief Executive Officer shall retire from office.
- 17.4. Subject to clause 21.1, a retiring Director shall be eligible for re-appointment.

- 17.5. The remuneration of the Directors shall from time to time be determined by the QRL in general meeting. The remuneration of each of the Directors shall be voted upon individually.
- 17.6. The Directors may appoint a Managing Director or a Chief Executive Officer who will be responsible for the overall administration of the QRL and the full-time office staff and the co-ordination and formulation of policy through the Board. The Managing Director or the Chief Executive Officer so appointed shall become a member of the Board of Directors as at the time of his appointment and shall continue in office until the termination of his employment. The Managing Director or Chief Executive Officer shall cease to be a Director of the Company immediately upon ceasing to be the Managing Director or Chief Executive Officer unless the Board resolves otherwise. During his appointment the Managing Director or Chief Executive Officer shall also hold the position of Secretary of the QRL.

### **17A. INDEPENDENT DIRECTORS**

17A.1 Subject to clause 17A.2, the Board of Directors shall at the Board meeting immediately prior to each Annual General Meeting resolve to appoint three (3) Independent Directors under clause 17.1.4.

17A.2 The following persons shall be eligible for appointment in accordance with clause 17A.1.

One who is independent of management and free of any business or other relationship that could materially interfere with, or could reasonably be perceived to materially interfere with, the exercise of his unfettered and independent judgement but a Chairman of a QRL Division, the Managing Director or the Chief Executive Officer shall not be eligible for appointment.

17A.3 The appointments pursuant to clause 17A.1 will take effect from the closure of the Annual General Meeting immediately following the date of the resolution pursuant to clause 17A.1.”

### **18. ALTERNATE DIRECTORS**

- 18.1. There shall be one Alternate Director for each Director appointed under clause 17.1.2. The Alternate Director shall be elected at the annual general meeting of the respective Division. The Alternate Director shall be a member of the respective Division’s Board of Delegates.
- 18.2. Whether by way of absence or illness or for any other reason a Director from the same Division as the Alternate Director is unable to attend to his duties as a Director the Alternate Director subject to the provisions of this Constitution shall be entitled to receive notices of meetings (including a meeting to be held by telephone), attend and vote thereat, provided that the Director of the Division for which he is the Alternate is not present. He shall be entitled to exercise all the powers and perform all the duties of the Director insofar as the Director from the same Division for whom he was appointed Alternate of has not exercised or performed them.

### **19. GENERAL MANAGER**

- 19.1. The Directors may appoint a General Manager who shall be responsible to the Managing Director and shall carry out such duties and responsibilities as the Board of Directors may from time to time determine. In the event that at any time and from time to time there shall

not be a Managing Director or a Chief Executive Officer, the General Manager so appointed shall hold the position of Secretary of the QRL.

## **20. POWERS AND DUTIES OF DIRECTORS**

- 20.1. The QRL and the affairs and business of the QRL shall be managed by the Directors who may exercise all such powers of the QRL as are by the Corporations Act or by this Constitution required to be exercised by the QRL in general meeting, subject nevertheless to any regulation of this Constitution and to the provisions of the Corporations Act.
- 20.2. The Board of Directors shall have power at any time and from time to time, to make, substitute, amend, or repeal rules and/or by-laws not inconsistent with this Constitution ("Rules") by way of ordinary resolution passed by a simple majority of the Directors present and eligible to vote at a meeting of the Board of Directors.
- 20.3. The Directors shall cause minutes to be made in books provided for the purpose-
- 20.3.1. of all appointments of Officers made by the Directors;
  - 20.3.2. of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
  - 20.3.3. of all resolutions and proceedings at all meetings of the QRL, and of the Directors, and of committees of Directors.

## **21. RESIGNATION OF A DIRECTOR**

- 21.1. A Director or an Alternate Director may resign from office upon giving one (1) month's notice in writing to the QRL of his intention to do so. Such resignation shall take effect upon the expiration of the notice, and its earlier acceptance by the Board.

## **22. VACATION OF OFFICE BY A DIRECTOR**

- 22.1. The office of the Chairman of the Board, a Director or an Alternate Director shall become vacant if the Chairman, Director or Alternate Director:
- 22.1.1. ceases to be a Director by virtue of the Corporations Act;
  - 22.1.2. becomes prohibited from being a Director by reason of any order made under the Corporations Act;
  - 22.1.3. becomes bankrupt or suspends payment or makes any arrangement or composition with his creditors generally;
  - 22.1.4. becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the Corporations Act relating to mental health;
  - 22.1.5. for a continuous period of more than three (3) months is absent without permission of the Board of Directors from meetings of the Directors held during that period, provided that attendance by his Alternate shall be deemed to be attendance for the purpose of this sub-clause;
  - 22.1.6. is removed from office pursuant to clause 23.1;
  - 22.1.7. dies;



22.1.8. is directly or indirectly interested in any contract with the QRL and fails to declare the nature of his interest in the manner required by the Corporations Act.

### **23. REMOVAL OF DIRECTORS**

23.1. The QRL may by resolution:

23.1.1. remove any or every Director or Directors before the expiration of his or their period of office subject to and in accordance with the provisions of the Corporations Act; and

23.1.2. appoint such other qualified person or persons in his or their stead, subject to the prior notice having been given under clause 13.1, or re-elect any such Director or Directors.

23.2. Any person appointed or re-elected pursuant to this clause 23 shall hold office only during such time as the Director in whose place he is appointed or, in the case of re-election, the re-elected Director himself would have continued to hold office had he not been removed pursuant to this clause 23.

### **24. CASUAL VACANCIES**

24.1. Any casual vacancy occurring in the position of Chairman of the Board may be filled by the Board of Directors but the person so appointed shall be a Member and not disqualified to be a Director under this Constitution and shall continue in office for the balance of the period for which the Chairman whose place he fills would have held office but for the casual vacancy and shall go out of office by the same manner and at the same time as the Chairman in whose place he is appointed would have if the casual vacancy had not occurred.

24.2. Any casual vacancy occurring in the office of a Director or Alternate Director may be filled by the Board of Directors. If the casual vacancy results from a person appointed under clause 17.1.2, or an Alternate Director appointed under clause 18.1 for such person, the relevant Division shall nominate a person for appointment. A person so appointed shall hold office from the date of his appointment to the date of the next Annual General Meeting where he shall retire but be eligible for re-appointment.

### **25. PROCEEDINGS OF DIRECTORS**

25.1. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit provided however they shall meet at least once per calendar month during their term. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

25.2. A quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall, when the number of Directors exceeds three, be three.

25.3. Whenever it is necessary that the Directors meet together for the discharge of business and it is inconvenient for them to gather together for the purpose then such of them as are resident in Australia and would (if meeting together in person) constitute a quorum, may conduct the meeting of Directors by telephone or by using any technology which gives the

Directors as a whole a reasonable opportunity to participate. Resolutions passed at such a meeting shall be as valid and effectual as if passed at a meeting of Directors called and constituted at which each of those Directors were personally present.

- 25.4. The Directors may delegate any of their powers to Boards of Delegates of Divisions, Boards of Delegates of Local Leagues and committees consisting of such member or members of their body as they think fit. Any Board of Delegates or committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Directors.
- 25.5. The Chairman of the Board shall be entitled to take the chair as Chairman of any meeting of the Directors or of any committee of Directors or of the QRL or of any Division or meeting of any body of the QRL or constituted under any Rules of the QRL and in his absence or unwillingness to take the chair for that meeting or for any time during that meeting vacating the chair then the meeting may elect a Chairman of the meeting and determine the period for which he is to hold office subject to the right of the Chairman of the Board at any time to take the chair in place of the Chairman so elected but, if no such Chairman is elected, or if at any meeting the Chairman of the Board is not present within fifteen (15) minutes after the time appointed for holding the same, the meeting may choose one of their number to be Chairman of the meeting.
- 25.6. Subject to clause 25.5 a committee may elect a Chairman of its meetings if no such Chairman is elected, or if at any meeting the Chairman is not present within fifteen (15) minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.
- 25.7. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the Members present, and in case of an equality of votes the Chairman shall have a second or casting vote.
- 25.8. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

## **26. ACCOUNTS**

- 26.1. The Directors shall cause proper books of accounts to be kept with respect to:
  - 26.1.1. all sums of money received and expended by the QRL and the manner in respect of which the receipt and expenditure takes place;
  - 26.1.2. all sales and purchases of goods by the QRL; and
  - 26.1.3. the assets and liabilities of the QRL.
- 26.2. The books of account shall be kept at the Registered Office of the QRL, or at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.
- 26.3. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the QRL or any of them shall be open to the inspection of Members not being Directors, and

no Member (not being a Director) shall have any right of inspecting any account or book or document of the QRL except as conferred by statute or authorised by the Directors or by the QRL in general meeting.

- 26.4. The Directors shall from time to time in accordance with the Corporations Act cause to be prepared and to be laid before the QRL at the Annual General Meeting such profit and loss accounts, balance sheets and reports as are referred to in the Corporations Act.
- 26.5. A copy of every balance sheet (including every document required by the Corporations Act to be annexed thereto) which is to be laid before the QRL in general meeting together with a copy of the Auditor's or Auditors' report shall not less than seven (7) days before the date of the meeting be sent to all persons entitled to receive notices of general meetings of the QRL.

## **27. AUDIT**

- 27.1. An Auditor or Auditors shall be appointed and his/her or their duties regulated in accordance with the Corporations Act and any resolution of the QRL.

## **28. NOTICES**

- 28.1. A notice may be given by the QRL to any Member either personally or by sending it by post to him at his registered address, or (if he has no registered address within Queensland) to the address, if any, within Queensland supplied by him to the QRL for the giving of notices to him or to him at the office of the Division of which he is an officer or official.
- 28.2. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing that notice, and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.
- 28.3. Notice of every general meeting shall be given in some manner hereinbefore authorised to every Member except those Members who (having no registered address within Queensland) have not supplied to the QRL an address within Queensland for the giving of notices to them. No other person or body shall be entitled to receive notices of general meetings.

## **29. INDEMNITY**

- 29.1. Every Director, Managing Director, Chief Executive Officer, agent, Auditor, Secretary, and other Officer for the time being of the QRL shall be indemnified out of the assets of the QRL 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 under the Corporations Act in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust.

RULES OF QUEENSLAND RUGBY FOOTBALL LEAGUE LIMITED

1. In these Rules if not inconsistent with the subject or context the words standing in the first column of the following table shall bear the meaning set opposite them respectively in the second column thereof.

<b><u>Word</u></b>	<b><u>Meaning</u></b>
ARL	Australian Rugby Football League Limited.
NRL	National Rugby League Limited
QRL	Queensland Rugby Football League Limited.
QRL Board	Board of Directors of the Queensland Rugby Football League Limited.
Division	A Division of the QRL administered by a Board of Delegates elected in accordance with Rule 4 of these Rules having the right to nominate members to the QRL Board.
Board of Delegates	A Board of Delegates of a Division of the QRL.
Local League or Zone	Any body created by or under the auspices of a Division having authority over the conduct of Rugby League Football within a defined geographical area or over categories of persons or clubs participating in Rugby League Football as may be defined by the relevant Division.  A Local League shall be a Senior or Junior Local League.
Divisional Rules	Divisional Rules of the QRL.
Local League Rules	Local League Rules of the QRL.
Administration Unit	A Local League, Division and the QRL Board.
Sub-ordinate	(A) Any club, club member, servant or employee, player, official, referee or touch judge associated with an Administration Unit.  (B) Any servant or employee of such Administration Unit.
Directorate	A governing body of an Administration Unit.
Person	Unless the context indicates otherwise, a body of persons whether incorporated or not.
Independent Person	A Person who does not hold any position with a Division, a Local League or a Football Club at the time of appointment.
Tribunal	A Disciplinary, Judiciary, Disputes or Appeals Tribunal.

"A" Grade Club	A Club fielding a team participating in an "A" Grade competition.
"Other" Grade Club	A Club other than an "A" Grade Club.
Regional Advisory Council	A body created within a Division to administer a specific group of Local Leagues, including representative competitions and teams, Referees and Juniors.
Plurals and Genders	(A) The singular includes the plural and the plural includes the singular.  (B) One gender includes each other gender.

Unless otherwise amended as herein provided the following shall be deemed to be the Rules of the QRL. The Divisional Rules and the Local League Rules shall form part of the Rules of the QRL.

These Rules are made by the Board of Directors of the QRL pursuant to Clause 20.2 of the Constitution of the QRL, which confers on the Board power at any time and from time to time, to make, substitute, amend or repeal Rules and/or By-laws not inconsistent with the Constitution of the QRL by way of ordinary resolution passed by a simple majority of Directors present and eligible to vote at a meeting of the Board of Directors.

2. The QRL is divided into Divisions and such Divisions may be determined from time to time by a Boundaries Committee.
3. Without limiting the generality of the preceding paragraph, the Divisions are as follows:-  
  
South East  
Central  
Northern
4. (1) Each Division shall conduct an Annual General Meeting and elect a Board of Delegates by the following methods:-

#### **SOUTH EAST DIVISION**

- (i) The Annual General Meeting shall consist of:-
  - (a) Chairman of the Division;
  - (b) Chairman of each of the Gold Coast and Ipswich Senior Local Leagues;
  - (c) Chairman of the Brisbane Second Division Local League;
  - (d) Three (3) Independent Persons, one (1) of whom is the Finance Officer for the Division;
  - (e) Division Manager.
- (ii) The business to be transacted at the Annual General Meeting shall be:-
  - (a) Consideration of the Balance Sheets and the Profit and Loss Accounts and the Annual Report of the Division and Auditors;
  - (b) Appointment of the Persons outlined under Clauses (i)(b)& (c);
  - (c) Appointment of the Persons outlined under Clause (i)(d);
  - (d) Election of the Chairman of the Division who shall become a Director on the QRL Board pursuant to Clause 17.1.2 of the Constitution;

- (e) Election of an Alternate Director pursuant to Clause 18.1 of the Constitution;
  - (f) Any other business normally transacted at the Annual General Meeting.
- (iii) The Board of Delegates of the Division shall consist of:-
- (a) Chairman of the Division;
  - (b) Delegates appointed under Clauses (ii)(b)&(c);
  - (c) Division Manager.

### **CENTRAL DIVISION**

- (i) The Annual General Meeting shall consist of:-
- (a) Chairman of the Division;
  - (b) Chairman of each of the three (3) Regional Advisory Councils in the Division;
  - (c) Three (3) Independent Persons, one (1) of whom is the Finance Officer for the Division;
  - (d) Division Manager;
- (ii) The business to be transacted at the Annual General Meeting shall be:-
- (a) Consideration of the Balance Sheets and the Profit and Loss Accounts and the Annual Report of the Division and Auditors;
  - (b) Appointment of the Persons outlined under Clause (i)(b);
  - (c) Appointment of the Persons outlined under Clause (i)(c);
  - (d) Election of the Chairman of the Division who shall become a Director on the QRL Board pursuant to Clause 17.1.2 of the Constitution;
  - (e) Election of an Alternate Director pursuant to Clause 18.1 of the Constitution;
  - (f) Any other business normally transacted at the Annual General Meeting.
- (iii) The Board of Delegates of the Division shall consist of:-
- (a) Chairman of the Division;
  - (b) Delegates appointed under Clauses (ii)(b)&(c);
  - (c) Division Manager.

### **NORTHERN DIVISION**

- (i) The Annual General Meeting shall consist of:-
- (a) Chairman of the Division;
  - (b) Chairman of each of the Cairns, Townsville and Mackay Senior Local Leagues;
  - (c) Four (4) Independent Persons, one (1) of whom is the Finance Officer for the Division;
  - (d) Division Manager;
- (ii) The business to be transacted at the Annual General Meeting shall be:-

- (a) Consideration of the Balance Sheets and the Profit and Loss Accounts and the Annual Report of the Division and Auditors;
- (b) Appointment of the Persons outlined under Clause (i)(b);
- (c) Appointment of the Persons outlined under Clause (i)(c);
- (d) Election of the Chairman of the Division who shall become a Director on the QRL Board pursuant to Clause 17.1.2 of the Constitution;
- (e) Election of an Alternate Director pursuant to Clause 18.1 of the Constitution;
- (f) Any other business normally transacted at the Annual General Meeting.

(iii) The Board of Delegates of the Division shall consist of:-

- (a) Chairman of the Division;
- (b) Delegates appointed under Clauses (ii)(b)&(c);
- (c) Division Manager.

(2) The Division Manager is ineligible to vote in the election of the Chairman of the Division.

(3) Delegates from any Local League are ineligible to vote at any General Meeting of the Division unless the Local League they are representing has:

- (a) held a properly constituted Annual General Meeting; and
- (b) lodged with the Division an Annual Report and Financial Statements with Auditor's Certificate and Clearance Declaration in the official form provided by the QRL (signed by the Chairman, Secretary and Treasurer) attached thereto, a copy of the Certificate of Incorporation and a completed QRL Affiliation Application.

(4) Prior to their appointment to the Division Board of Delegates, the Independent Persons shall be selected by the Division Board of Delegates from applications received and be approved by the QRL Board.

(5) Each Division's Board of Delegates shall be delegated to act on behalf of its Division with appropriate powers and functions.

(6) All persons interested or concerned in Rugby League in Queensland whether as Players or Members of any Division, Local League or Club or as Officials in any game of Rugby League or as Referees in any game of Rugby League or as Spectators at any game of Rugby League or as members of the Public seeking or obtaining access to any place for or in connection with any game of Rugby League and any of the abovementioned otherwise having anything to do with the game of Rugby League or its playing, organisation or administration shall be subject to the jurisdiction of the Division in which their interest or concern is to be found.

5. A person is ineligible to be nominated by a Division as a Director or Alternate Director of the QRL if the person:-

- (i) is not a member of a Division Board of Delegates;
- (ii) holds any position with any Football Club competing in the National Rugby League Competition.

6. The Rules and By-laws of each Division shall be in accordance with the Divisional Rules, save and insofar as additions, alterations, substitutions or deletions of such Rules are

necessary for the proper and efficient functioning of the Division. All such additions, alterations, substitutions or deletions shall be submitted to the QRL within a period of thirty (30) days of adoption by the particular Division and shall become null and void unless adopted by the QRL Board within a further period of sixty (60) days from receipt by the QRL or such further time as the Board determines.

### **PLAYERS' AND COACHES' RULES**

7. The football year will commence on the First day of October each year and terminate on the Thirtieth day of September in each year.
8. Players will be classified as Junior players and Senior players.
9. A Coach of a Junior Club, Senior Club or Local League Representative team, excluding a Modified Games team, at the time of appointment must hold a minimum International Games Coach Accreditation or have completed the ARL Coaching Course and have notified his/her intention to complete assessment requirements for Accreditation.

A Coach of a Modified Games team at the time of appointment must hold ARL Modified Games Coach Accreditation or have completed this Course and have notified his/her intention to complete assessment requirements for Accreditation.

A Coach of a Divisional Representative team must at the time of appointment hold a minimum ARL Senior Club Coach Accreditation.

10. Competitions will be classified as Junior grade and Senior grade.
  - (a) A Junior grade covers Under 6 years to Under 18 years Competitions inclusive.
  - (b) A Senior grade covers Under 19 years and above Competitions.
11. A Junior player is a registered player who has not attained the age of eighteen (18) years.
12. A Senior player is a registered player who has attained the age of eighteen (18) years.
13.
  - (a) For the purpose of determining the eligibility of players to play in Junior and Senior grades in a football year, the age of the player immediately prior to the First day of January in the football year in which the player desires to play shall be the determining factor.
  - (b) A Junior player who has not attained the age of fifteen (15) years prior to the First day of January in the football year in which the player desires to play shall be allowed to play in a Junior grade which is no more than one (1) year higher than the player's age at the First day of January.
  - (c) A Junior player who has attained the age of fifteen (15) years prior to the First day of January in the football year in which the player desires to play shall be allowed to play in a Junior grade and/or a Senior grade which is no more than two (2) years higher than the player's age at the First day of January.
  - (d) A Junior player on attaining the age of seventeen (17) years shall be allowed to play in a Junior grade and/or any Senior grade.
  - (e) A Junior player who is eligible and desires to play in a Senior grade will, prior to his participation, complete and sign a Player's Agreement which must contain the signed consent of the player's Parent or Primary Care Provider.



(f) Where a Junior player plays Junior grade and Senior grade in a football year the player must fulfil the appropriate Junior and/or Senior grades Finals Qualifying Rules of the Division and/or the Local League to play in the Finals.

14. Each Junior player shall complete and sign an official registration form which must have the signed consent of the player's Parent or Primary Care Provider in the standard QRL form provided from time to time and produce evidence of date of birth except in the following circumstances:

(a) Where an eligible Junior player desires to play in a Junior Grade from Under 17 years and above for a team which is controlled by a Senior Rugby League Football Club, the Junior player may complete and sign either an official registration form or a Player's Agreement in the standard QRL form provided.

(b) Where an eligible Junior player desires to play in a Senior grade, the Junior player shall be required to complete and sign a Player's Agreement only as outlined in the preceding clause.

A Player's Agreement signed by a Junior player must have the signed consent of the player's Parent or Primary Care Provider.

15. (a) When a Junior player

- (i) initially registers to play with a QRL affiliated Club, or
- (ii) transfers from one QRL affiliated Club to another QRL affiliated Club, or
- (iii) has not registered with a QRL affiliated Club for an entire season, or
- (iv) there is a change in his/her name, or
- (v) there is a change in his/her Primary Care Provider,

he/she must sign an official registration form that contains his/her Parent or Primary Care Provider's signed consent to play in Junior grade matches and/or Senior grade matches if applicable and produce evidence of date of birth.

(b) A Junior player's Parent or Primary Care Provider who signed the most recent registration form or who can provide evidence that he/she is the player's Primary Care Provider may terminate the registration of the player.

(c) The Division Manager shall not accept a registration form for a football year after 30th June of that football year unless he/she (or in the case of a junior player the chair of the Division Juniors) considers in his/her absolute discretion the player's circumstances are special circumstances as defined by the QRL and circulated in writing to the QRL Divisions from time to time.

16. A Junior or Senior Rugby League Football Club shall not register in a football year for any one Age Group or Grade more than six (6) Junior players who in the preceding season were registered with other Junior or Senior Rugby League Football Clubs in Queensland. Of these six (6) Junior players, no more than three (3) shall be from any one Junior or Senior Rugby League Football Club.

An exemption to this Rule may be approved by the relevant QRL Division where the Division Manager considers in his/her absolute discretion there are special circumstances as defined by the QRL and circulated in writing to the QRL Divisions from time to time.

17. All Senior players and Senior and Junior coaches shall complete and sign a Player's Agreement and a Coach's Agreement respectively with Clubs and/or Local Leagues in the standard QRL form provided from time to time for each football year in which the player or

coach desires to play or coach. All existing Player's Agreements made before the adoption of these Rules shall not be affected by these Rules.

The Division Manager shall not accept an Agreement for a football year after 30th June of that football year unless he/she considers in his/her absolute discretion the player's circumstances are special circumstances as defined by the QRL and circulated in writing to the QRL Divisions from time to time.

18. Any other form of Contract entered into after these Rules were adopted between a Club or Local League and a player or coach will not be recognised by the QRL.
19. The Player's Agreement and Coach's Agreement may contain an option or options for the renewal of the Player's Agreement or Coach's Agreement by the Club or Local League, if it has been agreed upon with the player or coach, provided that -
  - (a) the conditions of the option/s are laid down clearly;
  - (b) the original term of any Player's Agreement or Coach's Agreement will be for a minimum period of one football year.
20. All differences between a Club or Local League and the player or coach with regard to any condition of a Player's Agreement or Coach's Agreement will be interpreted by the Division. This in turn will be subject to a right of appeal to the QRL.
21. A player or coach is entitled to enter into a Player's Agreement or Coach's Agreement with any Club, Local League or Division for a minimum period of one football year, providing the player or coach does not have an existing Player's Agreement or Coach's Agreement or has failed to fulfil any financial obligations to any Club, Local League or Division.
22. Any player or coach signing a Player's Agreement or Coach's Agreement with a Team, Club or Local League whilst he has a Player's Agreement or Coach's Agreement with any other Team, Club or Local League will be in breach of these Rules and the later Player's Agreement or Coach's Agreement will be null and void.
23. If a player or coach is under eighteen (18) years of age at the date of signing the Player's Agreement or Coach's Agreement the player's or coach's Parent or Primary Care Provider shall also sign the Player's Agreement or Coach's Agreement.
24. The QRL and its Divisions shall have the right to refuse to register any player or coach whose Player's Agreement or Coach's Agreement has not been correctly completed.
25. Any Team, Club, Local League or Division that enters into a Player's Agreement or Coach's Agreement with any player or coach for the services of playing or coaching must adhere to the provisions of these Rules.
26. Four copies of each Player's Agreement and Coach's Agreement will be produced.
  - (a) The Club and the player or coach shall each retain a copy of the Agreement between them.
  - (b) The Secretary of the respective Club shall within fourteen (14) days of the Agreement being signed forward the copies of the Agreement marked "Original" and "Duplicate" to the Division Manager.
  - (c) The Division Manager of the Division shall within seven (7) days of receipt of the documentation outlined in (b), and after satisfying himself that the Agreement has been correctly completed, forward the Agreement marked "Original" to the Managing

Director, Chief Executive Officer or General Manager of the QRL for registration and sealing.

- (d) The Division Manager and the Managing Director, Chief Executive Officer or General Manager of the QRL shall treat the "Payment and Benefit Schedule" of the Player's Agreement and Coach's Agreement with confidentiality and shall not divulge the details contained therein to any person other than the Finance Director of the Division for the purposes of Divisional Rules 16, 21 and 29 or for any clarification required under Rule 27.
27. If there is a discrepancy between the Player's Agreement or Coach's Agreement held by the QRL and that of the player or coach, the registered Agreement will be the binding one.
28. The QRL takes no responsibility for the improper implementation or supervision of these Rules. It is the player's or coach's responsibility to ascertain from the QRL whether registration of his Player's Agreement or Coach's Agreement has been made.
29. (a) All monies payable to or on behalf of a player or coach for a football year in which he performed duties as a player or coach under a Player's Agreement or Coach's Agreement must be paid by the Thirty-first day of December following that football year unless a later date is agreed to in writing by a player or coach and the Club.
- (b) The total of all monies payable under (a) of this Rule must be included in the audited Profit and Loss Statement of the Club or the Local League for that football year's operation.
- (c) If there is a dispute between the player or coach and the Club or the Local League as to monies payable, the player or coach must be paid all monies other than those in dispute which shall be treated as outlined in (a) & (b) of this Rule.
- (d) Where a player or coach has not been paid all monies owing by a Club or a Local League as outlined in this Rule and that player or coach has a Player's Agreement or Coach's Agreement with the Club or the Local League for the following football year, this Agreement may be terminated by the player or coach notifying the Club or the Local League in writing of his/her decision to terminate the Agreement by the Fifteenth day of January of the following football year. In the event of termination by the player or coach in the manner set out above, the player or coach will be at liberty to recover money owing under and/or seek damages for breach of contract.
- (e) If a Club or a Local League is in default under this Rule, the QRL, the Division or the Local League may refuse to accept an affiliation agreement from the Club or the Local League and/or may preclude the Club or the Local League from participating in a competition under the control of the QRL, the Division or the Local League.
30. If a player is called up or selected to play with any Australian, Queensland, Division, Local League, Representative or Trial Football Team, the player's services will be lent temporarily by the Club to the ARL or the Administration Unit, and if called upon shall sign a Representative Player's Agreement.
31. If the player's name is included in the official list of players selected to train or play, this will be sufficient notice to the player, Team, Club or Local League concerned that the player's services are needed.
32. If any player, after being selected or called up to train or play with any Australian, Queensland, Division, Local League, Representative or Trial Football team, refuses without just cause acceptable to the ARL or the Administration Unit as defined by these Rules, he will

be suspended immediately for two (2) competition matches for his Club and he may be further suspended, fined, disqualified or dealt with by the ARL or the Administration Unit.

### **DISCIPLINE**

33. An Administration Unit of its own volition or at the request of a player, Club or Sub-ordinate Administration Unit may take disciplinary action against its Sub-ordinates (and resolve disputes).
34. The Directorate of each Administration Unit is to at its first meeting after the Annual General Meeting appoint a committee to deal with disciplinary matters concerning the conduct of players called the "Judiciary Tribunal" consisting of not less than three (3) members.
35. The Directorate of an Administration Unit may appoint three (3) persons, one of whom must be a member of the Directorate, to exercise the disciplinary power granted to that Unit under these Rules. Whenever the appointed persons are exercising that power they shall be called a "Disciplinary Tribunal".

### **DISCIPLINARY TRIBUNAL**

36. Subject to Rules 37 and 43, the Disciplinary Tribunal has jurisdiction to deal with the following conduct:
  - (a) Failing to comply with any Rule, By-Law or Standing Order of the QRL or an Administration Unit.
  - (b) Failing to carry out a Directive of the QRL, an Administration Unit or a Sub-ordinate.
  - (c) Offering or receiving a bonus or inducement to win, lose or draw a match.
  - (d) Conduct which has been or is likely to bring the game into disrepute.
  - (e) If it wishes, player's misconduct as defined in Rule 43 (a) at any time prior to the Judiciary Tribunal laying a charge.
  - (f) Disorderly, insulting or objectionable conduct by a club member as a spectator at a game.
  - (g) Without limiting the generality of the above:
    - (i) Allowing any player not registered or under suspension or disqualification to take part in any match.
    - (ii) Arranging or taking part in any match with any Club or Team or Representative Team or Division not affiliated with the QRL without the QRL's written consent.
    - (iii) Knowingly allowing a person or an unqualified player to take part in an Administration Unit's competition without the necessary leave.
    - (iv) Breaching the Code of Behaviour as defined in Rules 96 and 97.

A complaint under this Rule must be made with the appropriate Administration Unit within seven (7) days of the incident which is the subject of the complaint occurring or within seven (7) days of the identity of the alleged perpetrator being ascertained by the appropriate

Administration Unit, whichever is the later. A complaint may be made orally but must be confirmed in writing within forty-eight (48) hours thereafter.

The complaint shall identify the person against whom the complaint is made if known and generally set out the nature of the complaint.

The Administration Unit shall advise in writing the person against whom the complaint is made (hereinafter referred to as the "respondent"), the nature of the complaint and the time and place for hearing of same (hereinafter referred to as the "notice of hearing"). Such advice shall be given as soon as practicable and the respondent shall be given no less than seven (7) days notice of such hearing.

If at a Disciplinary Tribunal hearing evidence is produced of an offence or offences not previously disclosed in the notice of hearing, or alternatively the identity of another person is revealed, the Administration Unit may within seven (7) days of such hearing issue a further notice of hearing to the original respondent or to another respondent. Requirements as to form, contents and period of notice for such further notice of hearing shall be the same as the notice of hearing described in the previous paragraph.

37. (a) The Disciplinary Tribunal of a Division of the QRL may take disciplinary action in respect of the conduct of a Sub-ordinate of a Local League where the Local League has failed to do so.
- (b) The Disciplinary Tribunal of the QRL Board:
- (i) may take disciplinary action in respect of the conduct of a Sub-ordinate of any other Administration Unit of the QRL where no other Administration Unit has taken disciplinary action or further disciplinary action;
  - (ii) has exclusive jurisdiction to deal with the conduct of a referee in respect of a match under the control of the QRL or a Division.

The actions referred to in this Rule may be taken whether or not a complaint under Rule 36 has been made.

38. The Disciplinary Tribunal is to make all enquiries necessary to determine whether or not a person should be the subject of a disciplinary charge.
39. The Disciplinary Tribunal must decide whether or not the person being investigated should be charged.
40. Whenever the Disciplinary Tribunal decides to charge a person it must provide that person with a written notice ("the notice") stating:
- (a) the Rule alleged to have been breached;
  - (b) the circumstances that are alleged to constitute the breach of the Rule;
  - (c) the date, time and place of the Tribunal meeting to hear the charge;
  - (d) that the person may present oral and/or photographic and/or video evidence and/or written submissions or any of them to the Tribunal at the hearing on the date specified;
  - (e) that the person, if a Junior, may have a Parent or Primary Care Provider or their representative accompany him/her at the hearing subject to Rule 46 (c).

41. Where a disciplinary charge relates to conduct within Rule 36 (a) and (b) the Rule, By-Law, Standing Order or Directive alleged to have been breached must be specified in the notice.
42. A person charged is to be given at least seven (7) days notice of the hearing before a Disciplinary Tribunal.

The person charged may seek and be granted an advancement of the hearing date if the person so requests and the Disciplinary Tribunal so agrees.

If the person charged is a registered Referee, Junior player, Senior player, Junior coach or Senior coach, the person is not allowed to participate in the game of rugby league until the person appears before the Disciplinary Tribunal.

### **JUDICIARY TRIBUNAL**

43. (a) The Judiciary Tribunal of an Administration Unit has jurisdiction to deal with conduct by a player in respect of a match under that Administration Unit's control which:
  - (i) is a breach of the rules of rugby league;
  - (ii) has led to the dismissal of the player from the field of play;
  - (iii) was contrary to the policy of the QRL;
  - (iv) is prejudicial to the welfare, interest or image of the game of rugby league.

This type of conduct is referred to as "player's misconduct".

- (b) Player's misconduct in respect of a game may be referred to the Judiciary Tribunal by:
  - (i) the referee or touch judge appointed to that game;
  - (ii) the Chairman of the Division or Local League having jurisdiction over the Clubs participating in that game;
  - (iii) the Managing Director, Chief Executive Officer or General Manager of the QRL.

A referral in accordance with this sub-paragraph, other than one by the referee in control of the game, must be made within seven (7) days of the player's misconduct.

- (c) Where a match is played between teams from Local Leagues or Clubs within different Divisions, the Judiciary Tribunal established for the match may deal with any player's misconduct forthwith.

Under this Sub-Rule, a Judiciary Tribunal may, at its discretion, suspend the time limitation stated in Rules 44 and 45.

- (d) A Junior Player appearing before a Judiciary Tribunal shall be accompanied at the Tribunal by a Member of the player's Local League or Club who has the authorisation of the Local League or Club.

44. All players sent from the field of play by a referee shall be charged with player's misconduct and shall be given not less than twenty-four (24) hours notice of the hearing to appear before the Judiciary Tribunal.

45. A referee may report to the Administration Unit any player for misconduct within forty-eight (48) hours of the misconduct occurring.

The Administration Unit may charge any player including a player not named in a referee's report with misconduct and refer the case to the Judiciary Tribunal. In this case the player shall be given not less than twenty-four (24) hours notice of the hearing to appear before the Judiciary Tribunal.

### TRIBUNAL HEARINGS

46. At the Tribunal hearing the person charged:
- (a) may be represented as of right by one (1) person and/or may appear in person. If represented under this Clause, his representative shall not be a legally qualified person except in the circumstances set out in Clause (c), and/or
  - (b) make any submissions.
  - (c) the representative may be a legally qualified person if in its absolute discretion the Tribunal considers it appropriate, given the seriousness of the charge or the unusual nature thereof.

In the event of the person charged not being represented, appearing in person or making any submission, the Tribunal may proceed with the hearing or may adjourn the hearing until such time as the person appears. In the event of the Tribunal adjourning the proceedings under these circumstances the person shall be suspended automatically until such time as the adjourned hearing is held.

An adjourned Tribunal hearing must be reconvened when the person charged indicates he/she is ready to appear or makes a submission.

In the case of a player charged with misconduct, if the Judiciary Tribunal does not convene in the week immediately following the match from which the player was charged, the player is eligible to continue playing until such time as the Tribunal convenes and hears the charge.

No person may record Tribunal hearing proceedings by any recording device without the permission of the Tribunal.

It is a condition of the granting of permission to record Tribunal hearing proceedings that the use of any information recorded is limited to the following purposes:-

- (a) Appeals pursuant to these Rules;
- (b) Court proceedings; or
- (c) The provision of legal advice

If a person records Tribunal hearing proceedings or uses a recording of same for other than the abovementioned purposes the League may institute appropriate disciplinary proceedings against that person.

47. Where the Tribunal is satisfied that a charge has been made out it may punish the person by:
- (a) reprimand;
  - (b) a fine;
  - (c) suspending the person from participating in the game of rugby league;

- (d) disqualifying the person from participating in the game of rugby league;
  - (e) expelling the person from the QRL, the Administration Unit or any Sub-ordinate;
  - (f) making an order suspending a penalty imposed under clauses (a),(b),(c),(d) and (e) of this Rule for such a period of time and on such conditions as the Tribunal might think fit;
  - (g) any one or more of the above.
48. A person found guilty of a charge and punished is to be notified in writing of the decision, the findings upon which the decision is based and the punishment within forty-eight (48) hours of same.

### **RIGHT OF APPEAL**

49. A person who has been sentenced by a Tribunal (hereinafter called the "charged person") may appeal from:
- (a) the decision of the Judiciary Tribunal of an Administration Unit to the Appeals Tribunal of that Unit;
  - (b) the decision of a Local League Disciplinary Tribunal to the Appeals Tribunal of the Division with which that Local League is affiliated and thereafter by way of further appeal to the Appeals Tribunal of the QRL Board;
  - (c) the decision of the Disciplinary Tribunal of a Division to the Appeals Tribunal of the QRL Board.
50. Where such appeal is from a decision of a Judiciary Tribunal the only grounds upon which it may proceed are that:
- (a) the player has obtained evidence:
    - (i) of which he did not know before the conclusion of the hearing before the Judiciary Tribunal, and
    - (ii) he could not have become aware before the conclusion of the Judiciary Tribunal hearing after having made all reasonable investigations and enquiries; or
  - (b) the sentence handed down is or includes a suspension from playing which exceeds a period of eight (8) weeks and is considered by the player to be excessive.
51. An appeal is to be commenced by lodging a written notice with the Appeals Tribunal within fourteen (14) days of the charged person receiving the notice referred to in Rule 48. The charged person may appeal against:-
- (a) conviction only;
  - (b) sentence only;
  - (c) conviction and sentence.
52. A natural person adversely affected (hereinafter called the "affected person") by the actions of a charged person shall be advised of the Tribunal's findings within forty-eight (48) hours and may appeal against the gross inadequacy of the Tribunal's findings only when all the following related circumstances occur:-



- (a) The charged person has the right of appeal under either Rule 49 or Rule 50.
- (b) The affected person gives written notice of such intention to appeal within seven (7) days of the decision to be appealed against being made to the Chairman or the Managing Director or the Chief Executive Officer of the QRL, the Chairman of the Division or the Chairman of the Local League having jurisdiction over the incident giving rise to the sanction (hereinafter called "the Chairman"), setting out the grounds under which the affected person considers the punishment to be grossly inadequate.
- (c) The Chairman, at his absolute discretion, advises in writing within seven (7) days of receipt of such written notice, that he consents to such appeal being heard and further that he believes that there is prima facie information contained in the notice in writing from the affected person that the punishment of the charged person is grossly inadequate (hereinafter called "consent to appeal").

If the Chairman's consent under Clause (c) is forthcoming such appeal cannot be heard until any appeal lodged by the charged person in accordance with Rule 51 is heard or the time for such appeal as determined under Rule 51 has expired. Where more than one appeal is lodged, all appeals shall be heard jointly.

53. In addition to any rights of appeal granted to a charged person by Rule 49, a charged person has the further right of appeal in the following circumstances:

- (a) The Appeals Tribunal increases the penalty of the appellant by a suspension of more than eight (8) weeks or eight (8) matches upon an appeal by an affected person pursuant to Rule 52; and
- (b) The appellant did not appeal against the original decision.

Such further appeal shall be heard by the relevant Division Appeals Tribunal unless the decision appealed against is made by a Division Appeals Tribunal in which the case the appeal will be heard by the QRL Appeals Tribunal.

A further appeal under this Section is to be commenced by lodging a written notice with the relevant Appeals Tribunal. Time for lodging further appeals and circumstances in which appeals are allowed are set out in Rule 51.

All other provisions relating to appeals in Rules 49-64 inclusive shall apply to further appeals under this Rule.

### **APPEAL PROCEDURES**

54. If an affected person has not given notice of intention to appeal or did not receive consent to appeal, he/she shall be advised in writing of any appeal made by the person sentenced. He/she shall be provided with a copy of such appeal and shall also be advised in writing of his/her rights as contained in Rules 55, 56 and 57.

If a charged person has not lodged an appeal and consent to an appeal has been given, the charged person shall be advised in writing of this appeal. He/she shall also be advised of his/her rights contained in Rules 55, 56 and 57.

55. The charged person and the affected person must be given at least seven (7) days or such lesser time as agreed to by all parties written notice of the date, time and place at which the appeal is to be heard.

56. At the hearing, the charged person and the affected person are to be given the opportunity to make oral or written submissions or both.
57. The charged person and the affected person may be represented at the hearing provided the representative shall not be a legally qualified person, except where the Tribunal, in its absolute discretion, considers it appropriate given the seriousness of the charge or the severity of the penalty or both.
58. When exercising its appeal jurisdiction, a Disciplinary Tribunal is to be called an "Appeals Tribunal".
59. The notice of appeal from a decision of the Judiciary Tribunal pursuant to Rule 50(a) shall contain a statement of the fresh evidence which the charged person proposes to call on the appeal.
60. Where the evidence is the testimony of a witness a statement from that witness declaring that his testimony is true and correct shall be lodged with the notice.
61. Where the appeal is from the decision of a Disciplinary Tribunal the Appeals Tribunal is to determine the matter. In making such determination the Appeals Tribunal may accept the material and findings of fact of the Disciplinary Tribunal being appealed against and admit any other material at its discretion, including material from an affected person as defined in Rule 52, if applicable.
62. An appeal by a charged person shall be accompanied by a deposit of \$100.00 from that person. If the appeal is upheld the fee shall be refunded.
63. Neither any Sub-ordinate or person the subject of a referral to the Judiciary Tribunal or the Disciplinary Tribunal nor any Sub-ordinate or person who has referred any Sub-ordinate or person to the Judiciary Tribunal or Disciplinary Tribunal shall be entitled to commence or maintain any proceedings with respect to the referral to, hearing by or determination of the Judiciary Tribunal or the Disciplinary Tribunal unless and until all avenues of appeal available pursuant to the Rules have been exhausted and the decision of the appellate body has been published.
64. (a) In any appeal against conviction only, the Appeals Tribunal shall if it is satisfied that the charge is not being made out, reverse the decision of the Tribunal appealed against.  
(b) In any appeal that includes an appeal against sentence, the Appeals Tribunal, if it is of the opinion that some other penalty, whether more or less severe, is warranted and should have been imposed, shall impose such other penalty, whether more or less severe, in substitution of the original penalty.

## **DISPUTES**

65. The provisions of Rule 103 to 106 of these Rules are not affected by this part.
66. For the purposes of this part a dispute occurs when a Club, Local League or Division (hereinafter called "the objector") delivers to a Disputes Tribunal a valid written "*Notice of Dispute*".
67. To be valid the *Notice of Dispute* must:

- (a) Be delivered to the Disputes Tribunal within a period of fourteen (14) days of the date of the disagreement;
  - (b) Provide details of the disagreement between the objector and another Club, Local League or Division which the objector states cannot be resolved without the intervention of the Disputes Tribunal;
  - (c) Be accompanied by written submissions as to why it is considered the decision was wrong and detailing the relief sought; and
  - (d) Be accompanied by a deposit of \$500.00. If the dispute is resolved in favour of the objector the fee shall be refunded.
68. Upon receipt of a valid *Notice of Dispute* the Division Manager or the Managing Director or Chief Executive Officer of the QRL shall as soon as reasonably practicable forward the *Notice of Dispute* to the Body who made the disputed decision (hereinafter called “the Decision Maker”) requesting a reply within seven (7) days to the contents of the *Notice of Dispute* outlining the reasons why the initial decision was made.
69. After receipt of the Decision Maker’s reply, or ten (10) days after the request to the Decision Maker, whichever is the earlier, the Disputes Tribunal shall meet and either:
- (a) Rule on the dispute on the papers, without further reference to any party; or
  - (b) Set a date, time and place for a meeting where the parties can attend in person without legal representation to make further oral submissions to resolve the dispute.

Where the parties attend in person (at the invitation of the Disputes Tribunal), and the Tribunal is satisfied that there is a genuine disagreement between the parties, it may attempt to resolve the dispute by mediation.

If mediation fails to resolve the dispute, the Disputes Tribunal is empowered to make a ruling on it.

70. A party to the dispute aggrieved by the determination of the Disputes Tribunal may appeal to the Disputes Tribunal of the QRL Board which may at its absolute discretion determine the dispute on the papers or allow further oral submissions.
71. Any decision of the Disputes Tribunal, consistent with these Rules, resolving the dispute is binding upon all parties.

Note: The Disciplinary Flow Chart Annexure “A” does not form part of the Rules and is for the purpose of assisting with the understanding of the Disciplinary Rules 33 to 71 only and shall not be used in substitution of any Rule. In the event of any inconsistency occurring between the Flow Chart and the Rules, the Rules prevail.

### **SALARY CAP**

72. For the purpose of this clause the word “salary cap” shall mean the aggregate amount or value of all football payments which may be made by the Club in any financial year.
73. Any Division of the QRL shall have the power to impose a salary cap on teams in any competition within its respective Division.
74. In the event of a Division wishing to impose a salary cap on Clubs in a particular competition it shall produce to the QRL Board comprehensive written rules and schedules of payments

for such salary cap on or before the First day of August in the football year preceding the year in which the salary cap is intended to be introduced.

75. Within sixty (60) days of receipt of such salary cap rules and schedules of payments the QRL Board may accept, reject or vary such rules and schedules of payments including the right to increase or decrease any proposed payments under the salary cap.
76. Upon approval by the QRL Board the salary cap rules and schedules of payments (as amended) shall be binding upon the Clubs within the competition to which such rules and schedules of payment apply.
77. The QRL Board has the right to impose a salary cap on Clubs within any competition in any of its Divisions without the approval of the respective Division Board of Delegates.
78. In the event of the QRL Board desiring to impose a salary cap in respect of teams in a particular competition within a Division the Managing Director or Chief Executive Officer shall seek from the Manager of the respective Division advice from the Board of Delegates of the respective Division as to the appropriateness and level of such salary cap on or before the First day of August in the football year preceding the year in which the salary cap is intended to be introduced.
79. The QRL Board shall deliver to the Division Manager having jurisdiction over the competition in which a salary cap is intended to be imposed QRL Board written rules and schedules of payments of such salary cap on or before the First day of October in the football year in which the salary cap is intended to be introduced.

#### **PLAYER AGREEMENTS/TRANSFERS**

80. The following words if not inconsistent with the subject matter or context of the words as set out herein shall bear the meaning set out opposite them respectively wherever they are used in these Rules.
81. **Schedule "A" - Schedule "B"**
  - (a) Prior to the commencement of a football year, the QRL Board shall determine the development fees applicable to varying categories of players desirous of transferring Intra-state and shall circulate same to all Divisions. This information shall hereinafter be referred to as **Schedule "A"**. In the event of the QRL Board not making a determination for any football year the rates applicable in **Schedule "A"** for the previous football year will apply.
  - (b) Prior to the commencement of a football year, the ARL Board shall determine the development fees applicable to varying categories of players desirous of transferring to a National Rugby League Competition Club or any Club affiliated with a National Rugby League Competition Club and the QRL shall circulate same to all Divisions. This information shall hereinafter be referred to as **Schedule "B"**. In the event of the ARL Board not making a determination for any football year the rates applicable in **Schedule "B"** for the previous football year will apply.
82. **Club Agreement:**

Is a Player's Agreement signed by a player with a Club and/or Local League in accordance with Rule 17.
83. **Transferring Club:**

Is any Club, Local League or Division in Queensland with which a player has signed a Player's Agreement in the preceding season from which that player wishes to transfer.

84. **Accepting Club:**

Is any Club, Local League or Division in Queensland with whom a player wishes to play Rugby League.

85. Any Accepting Club when signing an Agreement with a player to play Rugby League Football who has previously signed a Club Agreement and who played in the preceding season with a Transferring Club in Queensland shall:-

(a) Ensure that the player is not listed as a defaulter on the official QRL lists. A defaulting player must be notified to the QRL by 31st October following the season in which the default occurs.

(b) Pay to the Transferring Club through the QRL Division Manager in whose area the Accepting Club is situated a maximum development fee as set out in **Schedule "A"** referred to in Rule 81 at least fourteen (14) days prior to the player taking part in a match for the Accepting Club.

86. It shall be the responsibility of the Accepting Club to inform itself as to whether the player has signed a Player's Agreement.

87. The Transferring Club may at its discretion at the request of the player or the Accepting Club reduce the development fee having regard to the financial resources of either the Transferring or Accepting Club, any hardship which the imposition of the development fee would impose upon the player, the good conduct and service of the player to the Club.

88. A player cannot transfer to a Club playing in the National Rugby League Competition or any Club Inter-state without first obtaining a clearance from the QRL.

89. The QRL shall only grant a clearance for a player to transfer to a Club playing in the National Rugby League Competition when the development fee as set out in **Schedule "B"** referred to in Rule 81 has been paid through the QRL. This fee is required to be paid immediately the player signs an Agreement with the National Rugby League Competition Club or a Club affiliated with it.

90. The QRL shall pay to the QRL Division the relevant portion of the development fee received under Rule 89.

91. The QRL Division shall pay to the Local League the relevant portion of the development fee received from the QRL under Rule 90.

92. The QRL shall not register a Player's Agreement of any player who played in another State's competition in the preceding football year without first obtaining a clearance through the ARL.

### **DRUG TESTING**

93. All players are subjected to the ARL Anti-Doping Rules which are compliant with the World Anti-Doping Agency Policy and which may be amended from time to time.

94. All players must make themselves familiar with the Anti-Doping Rules and all Club Secretaries must make available a copy of such Anti-Doping Rules to any player upon demand.

95. All players must submit to all testing as required by the Anti-Doping Rules and in the event of any offences as provided by the Anti-Doping Rules will be subject to any penalties imposed in accordance with these Rules by the Drug Judiciary Tribunal set up therein.

### **CODE OF BEHAVIOUR**

96. The Code of Behaviour listed below applies to coaches and players who have been selected in a team to represent the QRL, a Division, a Local League or a Club:-
- (a) Coaches and players must wear and use only approved clothing and equipment at training and in matches and at such times as directed by the team management. The wearing or display of an unauthorised commercial logo on any article of clothing or equipment is not permitted.
  - (b) A coach's or player's personal appearance and dress in public when representing the Body for which he / she has been selected must be of a standard determined by the QRL.
  - (c) A coach or player must accept all reasonable direction of the relevant team management.
  - (d) A coach or player shall not, without the approval of the Secretary of the relevant Executive or his nominee, write a column for publication in any newspaper provided that such approval shall not at any time be unreasonably withheld and shall be deemed to continue until withdrawn by the Secretary of the relevant Executive or his nominee.
  - (e) A coach or player shall not, at any time, make any comment in any publication whether written, televised or broadcast, detrimental to the interests, welfare or image of the Game.
97. The Code of Behaviour listed below applies to all Sub-ordinates as defined in paragraph 1 of these Rules and includes the persons to whom Rule 96 applies:-
- (a) A Sub-ordinate must not during the course of or after a match under the jurisdiction of the QRL, a Division or a Local League, breach the Rules of Rugby League, abuse or address a referee, a touch judge or other match officials in insulting terms or act in a provocative manner towards such persons.
  - (b) A Sub-ordinate must not engage in any conduct detrimental to the spirit or image of the game.
  - (c) A Sub-ordinate must at all times behave in public in a professional manner.
  - (d) A Sub-ordinate must not engage in any public acts of misconduct or unruly behaviour whilst representing the QRL, a Division, a Local League or a Club.
  - (e) A Sub-ordinate shall not vilify any other person whilst representing the QRL, a Division, a Local League or a Club. Vilification includes, acting or speaking in a manner which offends, insults, humiliates, intimidates, threatens, disparages or vilifies another person on the basis of that person's race, religion, colour, descent, sex or sexual preference, impairment or national or ethnic origin.

### **FINANCIAL GUARANTEES**

98. The assets and liabilities shown in the audited Balance Sheets lodged with the QRL by each Division shall be and remain for the purpose of the accounts of the QRL the assets and liabilities of the relevant Division of the QRL.
99. No asset of any Division shall be transferred to any other Division or any person or body without the approval first had or obtained of the relative Division.
100. Each Division shall be at liberty to deal with any asset or liability shown in its Balance Sheets or subsequent Divisional accounts as that Division thinks fit subject to the rules of that Division.
101. The affairs of the QRL shall be conducted within the respective areas of the Divisions on a Divisional basis with the accounts of each of the Divisions being separately conducted and prepared annually or for such other periods as may be determined in accordance with the Rules and to that intent each Division shall be at liberty to deal with or dispose of its net income including by making grants and disbursements as the Division may subject to the requirements for the Division to maintain Divisional solvency, think fit.
102. The QRL (other than acting as a Division) shall not without the approval of the Division make any decision disposing of any earned income shown in the lodged Balance Sheets or any subsequent Divisional accounts of any Division.

#### **BOUNDARIES COMMITTEE**

103. The QRL Board shall form a Queensland Boundaries Committee (hereinafter called "the Boundaries Committee") which shall determine the boundaries of the area of each Division.
104. The Boundaries Committee shall consist of not more than five (5) persons who shall be determined by the Board. The Board shall, at its absolute discretion, determine who shall be the members of the Boundaries Committee.
105. A person appointed to the Boundaries Committee shall serve for a term of one (1) year, and at the end of such term shall be eligible for re-appointment by the Board.
106. Any member of the Boundaries Committee who dies, resigns or is incapacitated so as to prevent him from carrying out his functions as a member of the Boundaries Committee shall be replaced by a nominee of the Board.

#### **QRL REFEREES' BOARD**

107. There is created by these Rules a Queensland Rugby League Referees' Board (hereinafter called "the QRL Referees' Board").
108. Subject to these Rules and the overall supervision of the QRL, the QRL Referees' Board is to control the registration, conduct, development and coaching of Match Officials.
109. The role of the QRL Referees' Board is to:-
  - (a) set strategic direction;
  - (b) manage the financial affairs of the Board;
  - (c) administer the Rules, Policies, Directions and Philosophies of the QRL;
  - (d) ensure correct Procedural advice;
  - (e) require all Officials both active and non-active to lodge a QRL Match Official's registration form for that football year.

For the purpose of Rule 109 (e) an active Official is a "Match Centre Official" or "Match Sideline Official" or "Match Interchange Official" or "Match In Goal Official".

110. (a) No person is entitled to officiate a match of rugby league under the control of the QRL, a Division or a Local League unless he/she is the holder of a Certificate issued by a relevant NRAS Accreditation, is a member of a Local League Referees Body and has lodged with the Local League Referees Body a QRL Match Official's registration form for that football year.
- (b) These requirements do not apply to school students who must hold the relevant NRAS Accreditation and abide by Queensland School Sport policies, or to an Accredited Coach of a Junior Club Under 6 Team who needs to have lodged a Coach's Agreement and completed selected Modules of the Level 1 Modified Game NRAS Accreditation as determined by the QRL Referees' Board.
111. The QRL Referees' Board shall consist of:
- (a) Chairman;
- (b) The Chairman of each Division Referees Body;
- (c) Two (2) Independent Persons;
- (d) The QRL Manager, Education and Development;
- (e) An Executive Officer.
112. (a) The Chairman shall be appointed by the QRL Board;
- (b) The Persons in Rule 111(b) shall be appointed by the Division Board of Delegates;
- (c) The Independent Persons in Rule 111 (c) shall be appointed by the QRL Board on the advice of the Education and Development Advisory Committee;
- (d) The Executive Officer shall be an employee of the QRL appointed by the QRL Board and shall not have voting rights.
113. The QRL Referees' Academy Manager is to make recommendations to the Chairman of the Referees' Board and then to the QRL as to the appointment of Match Officials to representative matches under the control of the QRL.
114. The QRL Referees' Board shall:-
- (a) Meet at least 4 times each year;
- (b) Hold an Annual General Meeting by 15th December each year;
- (c) Forward to the Managing Director, Chief Executive Officer or General Manager of the QRL a copy of its Annual Report within fourteen (14) days of the Annual General Meeting.
115. The Chairman is to report to the QRL Education and Development Advisory Committee and QRL Board on relevant outcomes from each Referees' Board meeting. He shall seek its approval when necessary.

#### **LIFE MEMBERSHIP**

116. The QRL Board shall have power from time to time at its absolute discretion to appoint Honorary Life Membership to persons who have made an outstanding contribution to Rugby League Football.
117. Honorary Life Members will not be shareholders of the QRL and will have no voting rights.

#### **LEAGUES CLUB**



118. For the purposes of this Rule a "Leagues Club" shall include any legal entity or any association which:
- (a) Has a liquor licence and carries on business from premises on or adjoining a Local League or Club from which the Local League or Club plays Rugby League Football or trains for Rugby League Football throughout a particular season on a regular basis; or
  - (b) Uses as part of its name the name of a Local League or Club or holds itself out as having as its sole or a major purpose, the support of the said Local League or Club.
119. No Local League or Club affiliated to the QRL and playing Rugby League Football under the jurisdiction of the QRL shall, unless approved by the QRL, establish or maintain a Leagues Club unless the Constitution of the Leagues Club provides that the majority of members on the Board of Directors or Management Committee of the said Leagues Club shall be appointed by such Local League or Club and may be removed by such Local League or Club.
120. Any Local League or Club with a Leagues Club which does not alter its Constitution to comply with Rule 119 may be required to sever all connection with that Leagues Club.

#### **QRL JUNIORS' BOARD**

121. There is created by these Rules a Queensland Rugby League Juniors' Board (hereinafter called "the QRL Juniors' Board").
122. Subject to these Rules and the overall supervision by the QRL, the QRL Juniors' Board is responsible for recommending to the QRL Board policy matters that affect the coaching, playing and officiating of rugby league in the Junior area.
123. The role of the QRL Juniors' Board is as follows:-
- (a) Set strategic direction;
  - (b) Manage the financial affairs of the Board;
  - (c) Administer the Rules, Policies, Directions and Philosophies of the QRL;
  - (d) Ensure correct Procedural advice;
  - (e) Undertake Event Management.
124. The QRL Juniors' Board shall consist of:
- (a) Chairman;
  - (b) The Chairman of each Division Juniors Body;
  - (c) Two (2) Independent Persons;
  - (d) The QRL Manager, Education and Development;
  - (e) An Executive Officer.
125. (a) The Chairman shall be appointed by the QRL Board;
- (b) The Persons in Rule 124(b) shall be appointed by the Division Board of Delegates;
- (c) The Independent Persons in Rule 124 (c) shall be appointed by the QRL Board on the advice of the Education and Development Advisory Committee;
- (d) The Executive Officer shall be an Employee of the QRL appointed by the QRL Board and shall not have voting rights.
126. The QRL Juniors' Board shall meet at least four (4) times each year.

127. The Chairman is to report to the QRL Education and Development Advisory Committee and QRL Board on relevant outcomes from each Juniors' Board Meeting. He shall seek its approval when necessary.
128. Deleted 17 October, 2008.

### **HOSTING OF INTER-STATE CLUBS**

129. The QRL will allow only affiliated Clubs, Local Leagues or Divisions to host Inter-state affiliated Clubs in Queensland.
130. Application to host a Club must be made to the QRL through its relevant Division at least one calendar month prior to the event.
131. Divisions will ensure that the following documentation and information is forwarded with the application:-
- (a) Written permission of the League with which the Inter-state Club is affiliated;
  - (b) Details of satisfactory financial arrangements for the match;
  - (c) Details of where and when the match is to be played (permission will only be given on a ground fully controlled by the applicant Club, Local League or Division);
  - (d) Details of Sponsorship (the Sponsorship must adhere to the requirements of the Division's sponsorship and the major sponsors of the QRL);
  - (e) An agreement in writing from the applicant Club, Local League or Division to adhere to any condition laid down by the Local League, Division or the QRL.
132. Only matches approved by the QRL will be allowed to proceed and only applications containing the information and documentation referred to in Rule 131 will be considered by the QRL.
133. The Local League or Club hosting a match must apply to its Division for permission to host such match to enable Rule 43 (c) to be complied with. A Local League or Club competing in a match in another Division must also have the permission of its Division.

### **MISCONDUCT - REMOVAL FROM GROUNDS**

134. In the case of a breach of these Rules any person may be removed from any grounds and such force may be used as may be necessary for the purpose of effecting such removal.
135. (i) The Disciplinary Tribunal of the QRL may decide to warn-off a person.
- (ii) A person warned-off is not permitted to attend a game of rugby league under the control of the QRL, an Administration Unit or a Club associated with an Administration Unit.
- (iii) Before deciding to warn-off a person the QRL Disciplinary Tribunal is to apply the procedures set out in Rules 38-40 (inclusive), 42 and 46.
- (iv) A decision to warn-off a person is a directive by the QRL to all Administration Units and Sub-ordinates.

## **PLAYERS' AND OFFICIALS' INSURANCE**

136. Each Club shall be required to take out insurance on behalf of its players and officials to the minimum levels determined by the Board, with an insurer nominated by the Board.

This requirement does not preclude the Club from taking out increased or additional insurance covers for its players and officials with the QRL's nominated insurer. Any player or official wishing to take out further insurance on his own behalf is entitled to do so.

## **UNDER AGE CARNIVALS**

137. No Division as defined in Rule 4 shall be permitted to field more than one (1) team at any Under Age Carnival.

## **ADVERTISING ON PLAYING UNIFORMS**

138. All playing uniforms of a team must display the same Sponsors' names and logos. The Managing Director, Chief Executive Officer or Authorised Representative may approve exemptions in the case of specific Competitions.

No player shall be permitted to play in any match under the control of the QRL, a Division or a Local League in any uniform displaying advertising other than that so authorised.

The following advertising is allowed on playing uniforms subject to the approval of the QRL, a Division or a Local League:-

- Jersey	- Front	- One Sponsor Name
	- Back	- Two Sponsors Names
		One above Number & One below Number
	- Sleeves	- Two Sponsors Logos on each
- Shorts	- Legs	- One Sponsor Logo on the front of each
		- One Sponsor Logo on the rear of left

The Managing Director, Chief Executive Officer or Authorised Representative may approve variations to this Clause where deemed appropriate.

A Sponsor must not conflict with QRL, Division or Local League Sponsors.

All advertising and size of such must be submitted to the Division or the Local League for approval in accordance with the Rules covering the registration of playing uniforms.

## **AFFILIATION DOCUMENTATION**

139. The QRL shall issue prior to 1st November in each football year Local League and Club affiliation applications which must be completed in full (including all attachments) by a Local League or Club wishing to control or participate in any rugby league competition in Queensland in the current football year.

Such completed affiliation application must be returned to the relevant Local League Secretary by the date specified in the affiliation application.

The Local League Secretary after satisfying himself/herself that this application is fully completed shall immediately forward the relevant documentation to the Division Manager.

Any Local League or Club which does not comply with this Rule will not be considered for affiliation.

140. If the QRL considers the application to be satisfactory, it may issue by 31st January in each football year Local League and Club affiliation agreements which must be completed by a Local League or Club receiving them and which desires to control or participate in any competition in Queensland in the current football season.

Such completed affiliation agreement must be returned to the Local League Secretary by the date specified in the affiliation agreement and prior to the Local League or Club controlling a competition or fielding a team in a match in the current football season. The Local League Secretary after satisfying himself/herself that the agreement is fully completed shall immediately forward the documentation to the Division Manager.

Any Local League or Club which does not comply with this Rule shall not be entitled to participate in the playing of the game of Rugby League Football.

### **LEVIES - UNDER AGE TEAMS**

141. A levy may be charged by any Division, Local League or Club responsible for the selection of a team in an Under Age Representative Competition.

Responsibility for the payment of this levy may be shared between the Local Leagues and Clubs in whose competitions Representative Players compete, and may be imposed wholly or partly on the parents and guardians of the players.

The total amount of any levy shall not be more than the maximum levy determined by the Division Junior Council for each year.

Parents or Guardians of a Player can only be levied with their consent. Such consent must be obtained prior to the player's confirmation as a member of the team.

### **SELECTION OF MERIT TEAMS**

142. Merit teams may be selected in all Under Age grades playing under International Rules where representative games are not played against opponents.

### **NON-APPOINTMENT OF ACCREDITED PLAYER AGENT**

143. A person who is registered with the ARL/NRL as an Accredited Player Agent is precluded from holding any position with a QRL or Division Representative team or being a member of a Selection Panel for such team.

**ANNEXURE "A"**

**DISCIPLINARY FLOW CHART**

(A simple explanation of Rules 33 to 71 but not to be read as Rules or a substitute for the Rules mentioned.)

**A. Where a player is dismissed from the field of play, reported by a Referee or charged from a citing following an on-field incident.**

<u>Competition Controlled by</u>	<u>Charge to be Heard by</u>	<u>Appeal to be Heard by</u>
Local League	Local League Judiciary Tribunal	Local League Appeals Tribunal
Division	Division Judiciary	Division Appeals Tribunal
QRL	QRL Judiciary Tribunal	QRL Appeals Tribunal

**B. Other Offences by a player, official, person etcetera  
Other Decisions, Disputes, etcetera**

<u>Sub-ordinate</u>	<u>Charge or Matter to be Heard by</u>	<u>Appeal to be Heard by</u>
Local League Sub-ordinate	Local League Disciplinary Tribunal	Division Appeals Tribunal ↓ QRL Appeals Tribunal
Division Sub-ordinate	Division Disciplinary Tribunal	QRL Appeals Tribunal
QRL Sub-ordinate	QRL Disciplinary Tribunal	NIL

**NOTE I**

Sub-ordinate is defined in Rule 1.

**NOTE II**

In the case of Other Offences and in the event of a Local League or a Division not taking action, the supervising Division or the QRL may take action.

**NOTE III**

When acting in its original or appellant jurisdiction for Disciplinary charges, any three (3) members of the Local League Executive, Board of Delegates or QRL Board may exercise powers.

## DIVISIONAL RULES

1. These Rules shall be cited as "the Divisional Rules" and shall come into operation on 1st February, 2004.
2. These Rules are the Divisional Rules of the Divisions of the Queensland Rugby Football League Limited (hereinafter called "the QRL").
3. The Division shall distribute prior to 1st November in each football year QRL affiliation applications to Local Leagues and Clubs which must be completed in full (including all attachments) and lodged with the Local League Secretary by the date specified therein and prior to the Annual General Meetings of the Local League and the Division.

Any Local League or Club which has not lodged a fully completed affiliation application which has been received by the Local League Secretary and the Division Manager is ineligible to vote at the relevant Annual General Meeting.

The Division Manager has the right to refuse to accept an affiliation application.

4. The Division shall distribute by 31st January in each football year Local League and Club QRL affiliation agreements which must be completed in full by a Local League or Club receiving them and which wishes to control or participate in a rugby league competition in Queensland in the current football season.

Such completed affiliation agreement must be returned to the Local League Secretary by the date specified in the affiliation agreement and prior to the Local League or Club controlling a competition or fielding a team in a match in the current football season.

Any Local League or Club which does not comply with this Rule and Rules 139 and 140 of the Rules of the QRL shall not be entitled to participate in the playing of the game of Rugby League Football.

5. The Division will be administered by a Divisional Board of Delegates elected in accordance with Rule 4 of the Rules of the QRL.
6. The Divisional Board of Delegates shall have, at all times, all the powers of the Board which can be exercised within the jurisdiction of the Division.
7. The Divisional Board of Delegates shall have, without limiting the foregoing, the following powers:-
  - (a) Determining the boundaries and status of Local Leagues and affiliated Clubs operating within the Division;
  - (a) Making all Rules that it deems necessary for the conduct of competitions and the running of Local Leagues and affiliated Clubs;
  - (b) Delegating, at its absolute discretion, any or all of its foregoing powers to any or all of the Local Leagues operating within its jurisdiction.
8. The powers of the Divisional Board of Delegates include the power to delegate all of its powers (including the powers set out in Rules 33 to 71 of the Rules of the QRL) to three or more of its members or to the Chairman of the Division.

9. Any three or more members of the Divisional Board of Delegates or the Chairman of the Division purporting to exercise any power of the Divisional Board of Delegates shall be deemed to have the authority of the Divisional Board of Delegates to exercise such power unless the contrary is proved.

10. The Division shall conduct an Annual General Meeting in accordance with Rule 4 of the Rules of the QRL which shall be held by 30th November of each year.

Any person who is elected to the position of Chairman or Finance Director of a Division must resign immediately any position held in a Local League or Football Club.

11. The Division Manager, Chief Executive Officer shall advise in writing the Managing Director or General Manager of the QRL of the names and addresses of its nominees to the QRL Board seven (7) days before the Annual General Meeting of the QRL.

12. The Division Manager shall forward to the Managing Director, Chief Executive Officer or General Manager of the QRL a copy of the Annual Report of the Division and Auditors within seven (7) days of the Annual General Meeting of the Division.

13. The Division Manager shall advise in writing the Managing Director, Chief Executive Officer or General Manager of the QRL of the names and addresses of its Divisional Board of Delegates within seven (7) days of the Annual General Meeting of the Division.

14. If a Director misses three (3) consecutive meetings of the Divisional Board of Delegates his position may be declared vacant, unless it can be proved that there is a legitimate reason for his absence.

15. It shall be the responsibility of the Board of Delegates to:-

(a) Meet at least once monthly;

(b) Furnish a report of all its transactions and financial statements, a copy of which will be sent to the QRL;

(c) Comply with Rule 4 of the Rules of the QRL.

16. Each senior Club and Local League shall upon request submit to its supervising Local League or Division as the case may be:

(a) On or before the last day of November in each year a budget for the forthcoming season for the Club and its associated Leagues Club prepared by the Auditor of the Club and its associated Leagues Club incorporating a statement of the estimated total commitment for players including bonuses and coaching fees;

(b) On or before the last day of May in each year the audited balance sheet and profit and loss accounts for the Club and associated Leagues Club for the preceding six (6) months ending 31st March and on or before the last day of November in each year the audited balance sheet and profit and loss accounts for the Club and associated Leagues Club for the whole preceding year ending 30th September;

(d) Such other financial information concerning the Club and/or associated Leagues Club as its Local League or Division may from time to time require.

17. A Local League or senior or junior Club shall not be eligible to play in and/or to conduct any competition under the control of the QRL, its Divisions, or Local Leagues unless it is incorporated under the provisions of the Corporations Act or alternatively the Associations Incorporations Act 1981(Qld) (as amended or replaced from time to time) by 1st February in the football year in which it desires to participate in the competition.
18. Every Local League and senior and junior Club shall submit to its supervising Local League or Division:-
  - (a) A copy of its Constitution;
  - (b) On or before 1st February in each year a copy of all amendments to its Constitution.

No Local League or senior or junior Club shall lodge its proposed Constitution or any amendments thereto with the Australian Securities & Investments Commission or Office of Consumer Affairs respectively without first:-

  - (a) Submitting a copy of same to its supervising Local League and Division for approval;
  - (b) Receiving from its supervising Local League and Division a letter consenting to the lodgement of such Constitution.
19. Each Local League shall within fourteen (14) days of receipt of the documents referred to in Rule 18 forward such documents to its Division.
20.
  - (a) Each Local League shall deposit with its Division by 20th November each year its Annual Report and Financial Statements with an Auditor's Certificate and completed QRL Clearance Declaration attached thereto for the preceding financial year.
  - (b) Each Local League shall require each Club within its jurisdiction to lodge with it by 15th November each year its Annual Report and Financial Statements with an Auditor's Certificate and completed QRL Clearance Declaration attached thereto for the preceding financial year.
  - (c) The Local League shall examine forthwith those audited statements and any other financial information lodged and advise the Division of any Club which in the opinion of the Local League is unable to pay its debts as and when they fall due and/or whose liabilities exceed its assets.
21. When any Local League or Club is in the opinion of the Division unable to pay its debts as they fall due and/or its liabilities exceed its assets, or if within 28 days of a direction of the Division requiring a Club to submit to its Local League or Division any documents referred to in Rules 16, 18, 19 and 20, the Local League or Club fails to do so, the Division may appoint a Committee, hereinafter called the Interim Committee, to take over the management of the Local League or Club and exercise each and every power referred to in Rule 29 and may declare that the Local League's or Club's Executive comply with all directions of such Committee insofar as they relate to financial matters.
22. The Division shall forthwith set up an Interim Committee pursuant to Rule 21 competent to conduct the financial management on behalf of the Local League or Club.
23. Where the Division appoints an Interim Committee it shall forthwith furnish to the Local League or Club written notice of its decision.



24. The Local League or Club may appeal to the QRL Board against the decision of the Division giving written notice of appeal, stating therein the grounds of the appeal, to the Managing Director , Chief Executive Officer or General Manager of the QRL within fourteen (14) days of receipt of the notice of appointment of the Interim Committee.
25. The QRL Board shall hear and determine the appeal within fourteen (14) days of receipt by the Managing Director, Chief Executive Officer or General Manager of the QRL of the notice of appeal.
26. The decision of the QRL Board shall be final.
27. Pending the hearing of any appeal the Interim Committee shall conduct the financial management of the Local League or Club.
28. During such time as such Local League or Club is in default under Rules 16 to 20 hereof neither the QRL nor its Divisions or Local Leagues shall allow such a Local League or Club to participate in any game of Rugby League Football whether a competition match under the control of the QRL, its Divisions or Local Leagues or a trial match in Queensland whether or not the participating team is a team under the control of the QRL.
29. Where the Division appoints an Interim Committee pursuant to Rule 21 the Committee shall have and may exercise such powers as are necessary to manage the affairs of the Local League or Club including but not restricted to the following powers:-
  - (a) to call for and examine all documents and records relating to the financial affairs of the Local League or Club;
  - (b) to enter into possession and take control of property of the Local League or Club in accordance with the provisions of Rule 21;
  - (c) to lease, let or hire or dispose of property of the Local League or Club;
  - (d) to grant options over property of the Local League or Club on such conditions as the Interim Committee thinks fit;
  - (e) to borrow money on the security of property of the Local League or Club;
  - (f) to insure property of the Local League or Club;
  - (g) to repair, renew or enlarge property of the Local League or Club;
  - (h) to convert property of the Local League or Club into money;
  - (i) to carry on business of the Local League or Club;
  - (j) to take on lease or hire, or to acquire, any property necessary or convenient in connection with the carrying on of a business of the Local League or Club;
  - (k) to execute any document, bring or defend any proceedings or do any other act or thing in the name of and on behalf of the Local League or Club;
  - (l) to draw, accept, make and endorse a bill of exchange or promissory note;
  - (m) to use a seal of the Local League or Club;
  - (n) to engage or discharge employees on behalf of the Local League or Club;

- (o) to appoint a solicitor, accountant or other professionally qualified person to assist the Interim Committee;
  - (p) to appoint an agent to do any business that the Interim Committee is unable to do or that can more conveniently be done by an agent;
  - (q) where a debt or liability is owed to the Local League or Club - to prove the debt or liability in a bankruptcy, insolvency or winding up and, in connection therewith, to receive dividends and to assent to a proposal for a composition or a scheme of arrangement;
  - (r) to make a call in respect of money unpaid on shares in the Local League or Club (whether on account of the nominal value of the shares or by way of premium); or
  - (s) upon the giving of a proper indemnity to a liquidator of the Local League or Club - in the name of the liquidator, to make a call in respect of money unpaid on account of the nominal value of shares in the Local League or Club;
  - (t) to enforce payment of any call that is due and unpaid, whether the calls were made by the Interim Committee or otherwise;
  - (u) to make or defend an application for the winding up of the Local League or Club;
  - (v) to refer to arbitration any question affecting the Local League or Club;
  - (w) to appoint or remove any Directors or Members of the Management Committee of any Leagues Club to which the Local League or Club shall be affiliated and the Local League or Club has power to appoint or remove any Directors or Members of the Management Committee PROVIDED ALWAYS that such power to appoint or remove shall be exercised by the Interim Committee only when the Interim Committee is satisfied that the said Leagues Club is or may become unlikely to satisfy an actual or contingent liability to the Local League or Club.
30. Upon the Division being satisfied that it is in the interest of the Local League or Club to do so, the Interim Committee will be dissolved and management of the financial affairs of the Local League or Club will be re-invested in the Executive of the Local League or Club.
31. The funds of each Division will be banked in the name of the QRL (relevant) Division and will be operated by two of the Chairman, Division Manager and Finance Director.
32. The Division shall require each Local League within its jurisdiction to register its playing uniform with the Division Manager on or before 1st January of each year and shall require all Clubs within the Local League to register their playing uniforms with the Secretary of the Local League on or before 1st January of each year.

All uniforms registered must display the QRL logo on jerseys and shorts and comply with the approved advertising parameters and such specifications as may be determined from time to time by the Board.

The Division shall refuse to register and shall not allow a Local League to register any uniform that does not comply with the QRL Rules, Divisional Rules or any direction of the QRL and is not distinctive.

On registration the uniform becomes the property of the Local League or Club.

The Division shall require all Local Leagues and Clubs to ensure that they do not use the QRL logo without the authority of the QRL contrary to the Trade Marks Act 1995. They may not copy, transfer or remove the QRL logo from registered uniforms or allow the logo to be affixed to unregistered uniforms.

33. The Division shall require all Local Leagues and Clubs within its jurisdiction to ensure that all footballs used in matches display the QRL logo.
34. The referee and/or touch judge shall inspect the playing uniforms and footballs prior to the match to ensure that they comply with Rules 32 and 33.

Where there is an alleged breach of these Rules, the Referee shall immediately include this in a written report to the Administration Unit for its immediate attention.

The referee may refuse to:-

- (a) allow any player to take part in any match if the player is not wearing the full registered uniform of the Division, Local League or Club.
  - (b) officiate at any match where a playing uniform and/or footballs do not comply with these Rules.
35. The Board of Delegates of the Division shall have all the disciplinary powers conferred on the Board of Delegates by Rules 33 to 71 of the Rules of the QRL as may be applicable to it.
  36. Players, officials and spectators are allowed to take part in or attend matches only on the condition that they observe the Rules, By-Laws, Standing Orders and directions of the QRL, its Divisions, Local Leagues and affiliated Clubs.

#### **DIVISION REFEREES**

37. There is created by these Rules a Queensland Rugby League Division Referees Body (hereinafter called "the Division Referees").
38. Subject to the Rules of the QRL, each Division Referees is to:-
  - (a) Supervise the conduct and coaching of referees within its Division;
  - (b) Make recommendations through the Division Referees Co-ordinator to the Board of Delegates of the appointment of referees to matches under the control of the Division.
39. The Division Referees shall consist of:-
  - (a) A Chairman;
  - (b) The Chairman of each Local League Referees' Body within the Division. In the case of the Central Division Referees, the Chairman of each of the Referees Groups represented on the three(3) Regional Advisory Councils;
  - (c) A Secretary/Treasurer;
  - (d) A Referees Development Officer for the Division;
  - (e) An Independent Person appointed by the Division Board of Delegates.
40.
  - (a) The Division Referees shall be chaired by one of the three Independent Persons appointed to the Division Board of Delegates.
  - (b) The Secretary/Treasurer shall be appointed by the Division Referees.

41. The Division Referees shall:-
- (a) Meet at least once every three (3) months;
  - (b) Hold an Annual General Meeting by 30th November each year;
  - (c) Forward to the Chairman of the Board of Delegates of the Division and the Executive Officer of the QRL Referees' Board, a copy of its Annual Report and Audited Financial Statements within fourteen (14) days of the Annual General Meeting.

### **DIVISION JUNIORS**

42. There is created by these Rules a Queensland Rugby League Division Juniors Body (hereinafter called "the Division Juniors").
43. Subject to the Rules of the QRL, each Division Juniors is to implement the policy of the QRL Board insofar as it relates to Junior football in the Division and to make recommendations to the QRL Juniors' Board.
44. The Division Juniors shall consist of:-
- (a) A Chairman;
  - (b) The Chairman of each Junior Local League in the Division. In the case of the Central Division Juniors, the Chairman of each of the Juniors Groups represented on the three (3) Regional Advisory Councils;
  - (c) A Secretary;
  - (d) A Treasurer (where required);
  - (e) A Development Officer for the Division;
  - (f) The Division Manager
  - (g) An Independent Person appointed by a Division Board of Delegates.
45. (i) The Division Juniors shall be chaired by one of the three Independent Persons appointed to the Division Board of Delegates.
- (ii) The Secretary and the Treasurer (where required) shall be appointed by the Division Juniors.
46. The Division Juniors are to meet on a minimum of four (4) occasions each football year.
47. The Secretary of the Division Juniors is to furnish to the Chairman of the Board of Delegates of the Division as soon as practicable after each meeting of the Juniors, a copy of the Minutes of the meeting and any recommendations arising therefrom.
48. Any recommendations arising from the Division Juniors are not effective unless and until approved by the Board of Delegates of the Division.

## LOCAL LEAGUE RULES

1. These Rules shall be cited as "the Local League Rules" and shall come into operation on 1st February, 2004.
2.
  - (a) The Queensland Rugby Football League Limited is hereinafter referred to as "the QRL".
  - (b) The Board of Directors of the QRL is hereinafter referred to as "the QRL Board".
  - (c) "The Division" refers to a Division of the QRL.
  - (d) The Australian Rugby Football League Limited is hereinafter referred to as "the ARL".
3. A Local League is any body created by or under the auspices of a Division having authority over the conduct of Rugby League Football within a defined geographical area or over categories of persons or Clubs participating in Rugby League Football as may be defined by the relevant Division.  
  
Local Leagues shall be either Senior Local Leagues or Junior Local Leagues. These Rules apply to both.
4. In each Local League area, a Junior Local League may operate and shall affiliate with the Senior Local League which controls the senior competition in the area in which it operates.  
  
Where a Junior Local League is in operation, a Junior Club in that Local League's defined area must affiliate with and play under the rules of the Junior Local League. All Junior teams in the Junior Local League area must be controlled by Junior Clubs.
5. The Local League shall fully complete the QRL affiliation application and affiliation agreement when distributed by the Division by the dates specified in those documents or prior to controlling a competition in the current football year.  
  
The Local League shall require each Club in its area which desires to participate in the game of Rugby League Football in the current football year to fully complete the QRL affiliation application and affiliation agreement when distributed by the Division by the dates specified in the documents and prior to fielding a team in a match in the current football season.  
  
The Local League Secretary has the right to refuse to accept an affiliation application.
6. Should a Club not fully complete and lodge an affiliation application by the date specified in the application which is received by the Local League Secretary, the Club will be ineligible to vote at the Annual General Meeting of the Local League.
7. The Board of Delegates of the relevant Division shall have the following powers:-
  - (a) The power of determining the boundaries and jurisdiction of the Local League;
  - (b) The power of making all Rules it deems necessary for the running of the Local League, delegating, in its absolute discretion, any of the powers as outlined in the Divisional Rules that it may deem relevant to the Local League.
8.
  - (a) Each Local League shall deposit with its Division by 20th November each year its Annual Report and Financial Statements with an Auditor's Certificate and completed QRL Declaration Form attached thereto for the preceding financial year.

- (b) Each Local League shall require each Club within its jurisdiction to lodge with it by 15th November each year its Annual Report and Financial Statements with an Auditor's Certificate and completed QRL Declaration Form attached thereto for the preceding financial year.
  - (c) The Local League shall examine forthwith these financial statements and advise the Division forthwith of any Club which in the opinion of the Local League is unable to pay its debts as and when they fall due and/or whose liabilities exceed its assets.
  - (d) Each Local League shall require each Club within its jurisdiction to notify it of any significant change to the Club's financial position at any time that could affect the viability of the Club to the extent that it could place the Club in a position where it cannot meet its debts as and when they fall due.
9. The Local League shall register its playing uniform with the Secretary of the relevant Division on or before 1st January of each year and shall require all Clubs within its jurisdiction to register these playing uniforms with the Secretary of the Local League on or before 1st January of each year.
- All uniforms registered must display the QRL logo on jerseys and shorts and comply with the approved advertising parameters and such specifications as may be determined from time to time by the Board.
- The Local League shall refuse to register a Club's uniform that does not comply with the QRL Rules, Divisional Rules or any direction of the QRL and is not distinctive.
- On registration, the uniforms shall become the property of the Club.
- The Local League shall require all Clubs to ensure that they do not use the QRL logo without the authority of the QRL contrary to the Trade Marks Act 1995. They may not copy, transfer or remove the QRL logo from registered uniforms or allow the logo to be affixed to unregistered uniforms.
10. Any referee may refuse to allow any player to take part in any match unless he is wearing the full registered uniform of the Local League or Club.
11. The Local League shall require all Clubs within its jurisdiction to ensure that all footballs used in matches display the QRL logo.
12. All players, officials and spectators taking part in or attending Rugby League Football matches shall do so upon the conditions that they observe the Rules, By-Laws and Standing Orders and directions, as the case may be, of the Local League.
13. Each Local League shall conduct an Annual General Meeting by 15th November of each year and elect an Executive.
14. The Annual General Meeting shall transact the following business:-
- (a) Consideration of the Balance Sheets and the Profit and Loss Accounts and the Annual Report of the Executive and Auditors;
  - (b) The election of the Executive who shall hold office until the next Annual General Meeting;

- (c) The election of the Delegate or Delegates to the relevant Divisional Board of Delegates, where applicable, as provided for by the Rules of the QRL;
- (d) The appointment of an Auditor or Auditors;
- (e) Any other matter normally transacted at the Annual General Meeting.

Any person who is elected to the position of Chairman, Secretary or Treasurer of a Local League must resign immediately any position held in a Football Club participating in a competition controlled by that Local League.

15. The Secretary of the Local League shall forward to the Division a copy of the Annual Report of the Executive and Auditors within fourteen (14) days of the Annual General Meeting.
16. The Annual General Meeting shall consist of:-
  - (a) The Chairman;
  - (b) The Secretary;
  - (c) The Treasurer;
  - (d) Two Delegates from each Club within the Local League, one of whom shall be the Chairman;
  - (e) For a Senior Local League, the Chairman of the Junior Local League affiliated with it. (For a Junior Local League, the Chairman of the Senior Local League with which it is affiliated);
  - (f) The Chairman of the Referees' Body within the Local League;
  - (g) The Chairman of any "Other" Grade League affiliated and playing in the Local League area.
  - (h) The Independent Person, if appointed, pursuant to Rule 18.
17. Delegates from Clubs, the Junior Body, the Referees Body and any "Other" Grade League are ineligible to vote at any Meeting of the Local League unless the Club, Junior Body, Referees Body or any "Other" Grade League they are representing has:
  - (a) Held a properly constituted Annual General Meeting; and
  - (b) Lodged with the Local League an Annual Report and Financial Statements with an Auditor's Certificate and Clearance Declaration in the official form provided by the QRL (signed by the Chairman, Secretary and Treasurer) attached thereto, a copy of the Certificate of Incorporation and the completed QRL affiliation application.
18. The Executive shall consist of:
  - (a) The Chairman;
  - (b) The Secretary;
  - (c) The Treasurer;
  - (d) The Chairman of each Club within the Local League, provided always that the number of Delegates from "A" Grade Clubs shall be equal to or greater than the number of Delegates from "Other" Grade Clubs;
  - (e) For a Senior Local League, the Chairman of the Junior Local League affiliated with it (For a Junior Local League, the Chairman of the Senior Local League with which it is affiliated);
  - (f) The Chairman of the Referees' Body within the Local League;
  - (g) The Chairman of any "Other" Grade League affiliated and playing in the Local League area.
  - (h) If required, an Independent Person appointed by the Local League at its meeting prior to the AGM.

Where the Chairman of a Club is unable to attend a meeting, he/she may nominate the Secretary or the Treasurer of the Club to attend the meeting as his/her nominee.

19. The Executive of the Local League shall have at all times such powers as may be delegated to it by the Board of Delegates, examples of such powers being:-
- (a) The running of competitions;
  - (b) The levying of affiliation fees;
  - (c) The making of competition rules;
  - (d) The determination of venues of matches;
  - (e) The allocation of prize moneys for matches and for other occasions;
  - (f) The accepting of sponsorships by bodies or persons;
  - (g) The deferring or cancelling of matches;
  - (h) The effecting of the registration of all Club uniforms within its jurisdiction with the relevant Division; and
  - (i) The appointment of a Registrar.

PROVIDED that at all times when exercising the above powers the Executive must act in conformity with the Divisional Rules and the Rules of the QRL.

20. The Local League shall have such disciplinary powers as are specified in Rules 33 to 71 of the Rules of the QRL as may be applicable to it.

#### **LOCAL LEAGUE REFEREES**

21. (i) The Local League Referees Body (hereinafter called "the Local League Referees") shall submit its constitution to the Local League for approval.
- (ii) The Local League may at any time require the Local League Referees to re-submit its constitution for approval.
22. The Local League shall not approve the constitution of the Local League Referees unless it includes the following provisions:-
- (a) The Annual General Meeting will be held by 15th November of each year;
  - (b) The Executive shall consist of:-
    - (i) A Chairman;
    - (ii) Between three (3) and five (5) Members;
    - (iii) A Secretary / Treasurer;
  - (c) Members of the Executive shall be elected by Members of the Local League Referees which shall be by secret ballot held at the Annual General Meeting of the Referees;



- (d) The Chairman shall be the Local League Referees nominee to the Division Referees Body.
- (e) The Local League Referees shall nominate a Supervisor who will be responsible for Accreditation of Referees. The Chairman is precluded from holding this position.
- (f) The Executive shall meet at least once monthly.
- (g) The Secretary is to deliver to the Local League a copy of the Local League Referees Annual Report and Audited Financial Statements within fourteen (14) days of the Annual General Meeting.

23. The Local League Referees shall each year:-

- (a) Affiliate with the Local League;
- (b) Register with the Division Referees;
- (c) Forward to the Local League details of all referees who are paid up Members;
- (d) Forward to the Division Referees and QRL Referees' Board details as outlined in Clause (c) hereof.

24. The Local League Referees is at all times subject to the Rules of the QRL and may discipline its own Members for misconduct other than that which amounts to a breach of a Rule, By-Law or Standing Order of the QRL.

25. The Executive of the Local League shall appoint a Local League Referees Appointment Board.

26. The Referees Appointment Board shall consist of not more than three (3) persons of which a minimum of two (2) shall be nominated by the Local League Referees and shall be responsible for the appointment of referees for all matches within the Local League.

The Chairman of the Board shall be appointed by the Local League.

A Supervisor who continues to be a current referee shall not be eligible to be appointed to the Referees' Appointment Board.