

THE RULES OF THE WOMEN'S RUGBY ASSOCIATION

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1 DEFINITIONS AND INTERPRETATION

1.1 In these Rules, the following terms shall have the following meanings:

The “**Accident Fund**” shall have the meaning given in Rule 20.2;

The “**Act**” means the Trade Union and Labour Relations (Consolidation) Act 1992;

The “**Annual Subscription**” shall have the meaning given in Rule 6.2;

An “**Annual General Meeting**” shall have the meaning given in Rule 15;

The “**Auditors**” shall have the meaning given in Rule 19.12;

The “**Certification Officer**” shall have the meaning given in the Act;

The “**Chair**” shall have the meaning given in Rule 8;

The “**Chief Executive**” shall have the meaning given in Rule 10;

A “**Club**” is any rugby club which is a member of the Women’s Premier 15s competition organised and sanctioned by the RFU, or its equivalent;

A “**Director**” means a member of the Executive Committee appointed in accordance with Rule 9.5 to advise on particular aspects of the WRA’s activities;

The “**Director of Operations**” means the Director with responsibility for advising the WRA on its operational activities and strategy;

The “**Director of Commercial**” means the Director with responsibility for advising the WRA on its commercial activities;

The “**Director of Finance**” shall have the meaning given in Rules 19.5 to 19.10;

The “**Effective Date**” is the date on which these Rules came into effect;

The “**Executive Committee**” shall have the meaning given in Rule 9;

The “**First Team Fixture**” means the first match played of each Season between any two Clubs;

The “**General Fund**” shall have the meaning given in Rule 20.1;

A “**General Meeting**” means an Annual General Meeting or a Special General Meeting;

An “**Independent Non-Executive Director**” shall have the meaning given in Rule 9.6;

The “**Joining Fee**” shall have the meaning given in Rule 6.1;

A “**Member**” is a person in membership of the WRA, in accordance with Rule 5;

A “**Members’ Requisition**” shall have the meaning given in Rule 16.3;

The “**Official List**” shall have the meaning given in Rule 2.2;

A “**Player**” is a female rugby union player who (i) has (or, in the last six months, had) a current playing contract with a Club, or (ii) does not have a current playing contract with a Club but has played for the Club’s senior team during the current Season and is registered with the RFU to play for a Club.

The “**Player’s Board**” shall have the meaning given in Rule 7;

The “**Players’ Board Election**” shall have the meaning given in Rule 7.8;

A “**Player Representative**” shall have the meaning given in Rule 7.6;

The “**Register of Members**” shall have the meaning given in Rule 5.6 and shall comply with s.24 of the Act;

The “**Season**” means the English rugby domestic season, as defined in the RFU Regulations;

A “**Special General Meeting**” shall have the meaning given in Rule 16;

The “**Transition Period**” means the period from the Effective Date until the First Team Fixture of the 2022/23 Season;

The “**Transitional Committee**” shall have the meaning given in Appendix 4.

The “**Trustees**” shall have the meaning given in Rule 11; and

The “**Vice-Chair**” shall have the meaning given in Rule 8.

1.2 In the interpretation of these Rules:

- (a) where there is reference in the Rules to the expiry of any given period of time, the period shall be calculated on a calendar basis and shall include Saturdays, Sundays, and any public holiday;
- (b) where an act is required to be done within a specified period after or from a specified date, the period begins immediately after that date;
- (c) where an act is required to be done within or not less than a specified period before a specified date, the period ends immediately before that date;
- (d) subject to any Rule which provides to the contrary, a notice shall be treated as having been given to any Member by the sending of the notice, either:
 - (i) by post in a pre-paid envelope addressed to the Member at his registered address. The notice shall be deemed to have been effected at the expiration of forty-eight hours after the envelope containing it was posted;
 - (ii) by email to an email address provided by the Member (noting that it is the responsibility of the Member to ensure the WRA has up-to-date contact details); or
 - (iii) by such other means as the Players’ Board shall determine;

- (e) the headings in the Rules shall not be taken as part of them and shall not in any manner affect the interpretation or construction of the same;
 - (f) any reference in the Rules to communication in writing shall include communication by email, or such other form of communication as the Players' Board shall determine;
 - (g) a reference to any association, league, competition or organisation includes any or any successor association, league, competition or organisation; and
 - (h) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or supporting provision.
- 1.3 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales, and any such dispute or claim shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 1.4 These Rules take effect subject to the Transitional Provisions set out at Appendix 4, which shall apply for the duration of the Transition Period.

2 NAME AND STATUS

- 2.1 This association is a trade union of current Players and shall be called "The Women's Rugby Association" (the "**WRA**").
- 2.2 The WRA shall be registered as a trade union on the official list of trade unions maintained by the Certification Officer (the "**Official List**").

3 OBJECTS

- 3.1 The objects of the WRA shall be:
- (a) generally to regulate the relationship between Members and the Clubs and the RFU and to publicly represent the interests of the Players with all other relevant stakeholders within, and outside of, the Premier 15s competition (or its future equivalent), and to do all things which the Players' Board shall consider helpful for the development and welfare of the Members;
 - (b) to promote and protect the interests of Members by endeavouring to reach collective agreements with the Clubs and the RFU;
 - (c) to provide Members (and, where appropriate, former Members) with such legal advice and/or assistance as the WRA may in its absolute discretion decide to give in relation to rugby employment and rugby matters, including those affecting Members, former Members or female rugby players generally, and/or to provide such financial support as the WRA may in its absolute discretion decide to give towards such legal advice and/or assistance; and
 - (d) to endeavour to promote the interests of the Members by any other means that may seem appropriate, in matters including, but not restricted to, employment issues, rugby matters and personal development and welfare issues.

4 REGISTERED OFFICE

- 4.1 The registered office of the WRA shall be at such address as the Executive Committee shall from time to time in its absolute discretion determine.
- 4.2 At the date of the adoption of these Rules, the registered office of the WRA is The HKX Building, 3 Pancras Square, London, N1C 4AG.

5 MEMBERSHIP

- 5.1 The Executive Committee may from time to time designate different classes of membership with differing eligibility criteria, but no such class(es) of membership shall carry full voting rights unless otherwise determined at an Annual General Meeting.

Eligibility

- 5.2 A person shall be eligible to be Member if she is a Player.
- 5.3 No person shall be eligible to be a Member if they have previously been expelled from the WRA for misconduct, nor if they are employed in a senior executive role within professional rugby which, in the opinion of the Executive Committee, makes their membership of the WRA inappropriate.

Application

- 5.4 Every person wishing to become a Member shall complete an application form in the form as shall be determined by the Executive Committee from time to time and shall send or deliver the same to the Chief Executive by such means as shall from time to time be specified.
- 5.5 The Executive Committee shall decide whether to accept or reject the application for membership and shall usually communicate their decision to the applicant within 14 days of receipt of the application form by the Chief Executive.
- 5.6 If an applicant's application for membership is accepted, the applicant shall, upon receipt by the WRA of the Joining Fee payable in accordance with Rule 6.1, immediately become a Member and the Chief Executive shall ensure that their name and address are entered into the register of Members (the "**Register of Members**") promptly thereafter.
- 5.7 If an applicant's application is rejected, the applicant shall be notified of their rejection and of the reasons for their rejection. Notwithstanding their rejection, the applicant shall be eligible to reapply for membership by submitting a further application stating, where appropriate, any reasons for believing that any previous application should not have been rejected or any change in circumstances arising since the last application, as the case may be.

Termination

- 5.8 A person shall cease to be a Member upon:
- (a) That person no longer being eligible for membership under Rules 5.2 and 5.3;
 - (b) The expiry of the notice of resignation given under Rule 5.9;
 - (c) The expulsion of that Member under Rule 22.1; or

- (d) The Member being in arrears of her Annual Subscription under Rule 6.2 for a period of 26 weeks, subject to the discretion of the Executive Committee to continue such membership for such period as it may specify.

5.9 A Member may resign from membership of the WRA on giving seven days' prior written notice to the Chief Executive.

6 SUBSCRIPTIONS

6.1 All applicants for membership of the WRA shall pay a joining fee (the "Joining Fee").

6.2 All Members shall pay an annual subscription fee (the "Annual Subscription") payable on joining the WRA and, in all subsequent calendar years, by 30 June each year.

6.3 The amount of the Joining Fee and the Annual Subscription shall be determined by the Players' Board from time to time.

7 THE PLAYERS' BOARD

Duties and Powers

7.1 The Players' Board shall be the ultimate governing body of the WRA.

7.2 The duties of the Players' Board shall include without limitation:

- (a) representing the views of the Members and giving direction on strategy and policy to the Executive Committee in furtherance of the objects of the WRA;
- (b) reviewing the expenditure of the WRA from time to time;
- (c) by recommendation of the Chief Executive, approving the constitution and membership of the Executive Committee, charged with managing the governance and affairs of the WRA (as set out in Rule 9.1) and any corporate entities owned by it. The Executive Committee may comprise, in addition to the Chief Executive and the Chair, such Directors as the Players' Board sees fit, and may include such officers as are required for the WRA to operate effectively. For the avoidance of doubt, the Players' Board shall have the sole right to appoint and remove Directors to and from the Executive Committee at any time, subject to the terms of any employment contract;
- (d) ensuring that records are kept of:
 - (i) the appointment, removal, suspension and resignation of members of the Players' Board;
 - (ii) the names of members present at each meeting of the Players' Board; and
 - (iii) all meetings of the Players' Board and its sub-committees.

7.3 Notwithstanding the terms of Rule 7.2, the Players' Board retains at all times the absolute power and discretion to scrutinise and challenge the activities of the Executive Committee and retains the absolute right to amend or remove the delegated powers and duties as it sees fit.

- 7.4 In the event of any situation arising which is not governed by the Rules, the Players' Board shall have full power to resolve or decide what action should be taken and may in its sole discretion request the views of the Chief Executive and/or any other member of the Executive Committee and/or any other person.
- 7.5 The Players' Board may take such professional or technical third-party advice as it, in its sole discretion, may deem necessary.

Composition

- 7.6 The Players' Board shall consist of one representative from each Club (the "**Player Representatives**"), elected by the Members who are registered to play for the relevant Club.
- 7.7 To be eligible to be a Player Representative (i.e. to be elected to the Players' Board), the person must:
- (a) be a fully-paid-up Member;
 - (b) not be employed by any Club or by the RFU in a non-playing capacity; and
 - (c) not have previously been removed from the Players' Board pursuant to Rule 5.3.
- 7.8 The Player Representatives shall be elected on an annual basis, by no later than the First Team Fixture and in accordance with the provisions of Rule 14 (the "**Players' Board Election**"). For the avoidance of doubt, the term of each Player Representative shall be one year, though they may be re-elected.
- 7.9 A person shall cease to be a member of the Players' Board upon:
- (a) The appointment of the new Player Representatives, following a Players' Board Election at which they are not re-elected;
 - (b) That person no longer being eligible to be a Player Representative;
 - (c) The expiry of the notice of resignation given under Rule 7.10;
 - (d) The failure of that person to attend at least 50% of the meetings of the Players' Board in any calendar year; or
 - (e) The expulsion of that person from the Players' Board under Rule 22.1.
- 7.10 A Players' Representative may resign from membership of the Players' Board on giving one month's prior written notice to the Chair.
- 7.11 In the event that a person ceases to be a member of the Players' Board, the remaining members of the Players' Board shall be entitled to appoint a replacement, on a temporary basis, who shall serve on the Players' Board until the next annual election. The appointment of any substitute representatives or replacement representatives must be notified to the Chief Executive within seven days of the replacement being appointed.

Meetings

- 7.12 Meetings of the Players' Board shall be held in accordance with Appendix 1.

- 7.13 All bona fide acts of any meeting of the Players' Board or any person acting as a member of the Players' Board shall be valid even if it is subsequently discovered that there was some defect in the appointment of the Players' Board or of any member of the Players' Board.

8 THE CHAIR AND VICE-CHAIR

- 8.1 The Chair and Vice-Chair shall be elected in accordance with Rule 14, for a one-year term.
- 8.2 The Chair shall be the president of the WRA for the purposes of the Act. The Vice-Chair shall act as the Chair's deputy, in accordance with these Rules.
- 8.3 The Chair shall have authority to act on behalf of the Players' Board (or to refer matters to be dealt with by the Executive Committee) between meetings of the Players' Board provided that:
- (a) the Chair acts with reasonable skill and care at all times;
 - (b) the Chair does not act so as to risk bringing the WRA or any of its Members or officers into disrepute;
 - (c) the Chair shall not exercise powers under this Rule 8.3 where it is reasonably practicable to defer consideration of the action in question to the next meeting of the Players' Board; and
 - (d) any act or omission pursuant to this Rule shall be subject to ratification by the Players' Board at its meeting next following the action.
- 8.4 The Chair and the Vice-Chair shall take up office upon their appointment pursuant to Rule 8.1, with such appointment terminating at the next Players' Board Election. The person whose term as Chair or Vice-Chair has expired or is to expire at the next Players' Board Election may be appointed to serve subsequent terms as Chair or Vice-Chair (as the case may be), subject to the requirement that no person may serve as Chair or Vice-Chair for more than five terms.

9 THE EXECUTIVE COMMITTEE

Powers and Duties

- 9.1 The Players' Board shall have the right to delegate to the Executive Committee such powers and duties relating to the management of the governance and the affairs of the WRA as it may determine from time to time in accordance with Rule 7.3.
- 9.2 The Executive Committee shall:
- (a) ensure that the WRA and any entity owned by the WRA are (subject at all times to the applicable fiduciary and legal responsibilities of the relevant directors) run in the interests of the Members and in accordance with these Rules;
 - (b) observe good corporate governance, including, but not limited to, exercising such powers and duties as are delegated to them by the Players' Board with diligence, professionalism and accountability;
 - (c) set and deliver a strategy for the advancement of the WRA to be agreed by the Players' Board;

- (d) set and manage budgets and report regularly to the Players' Board and annually at each AGM;
- (e) ensure that the WRA's annual accounts are audited, and returns submitted to the appropriate authorities as required by law;
- (f) supervise the preparation of the agenda for each AGM;
- (g) make recommendations to the Players' Board (including as to alterations to the Rules) for matters to be dealt with at General Meetings;
- (h) meet at least four times annually and in accordance with and subject to the Articles of Association of any corporate entity owned by the Association unless otherwise determined by the Players' Board in their absolute discretion;
- (i) keep records of:
 - (i) the appointment, removal, and resignation of members of the Executive Committee;
 - (ii) all outside interests of members of the Executive Committee (which shall be updated and circulated to the Players' Board each calendar quarter);
 - (iii) the names of members present at each meeting of the Executive Committee; and
 - (iv) all orders, resolutions and proceedings of General Meetings and all meetings of the Executive Committee and its committees; and
- (j) carry out such additional tasks in furtherance of the requirements of the WRA as may be determined from time to time by the Players' Board.

9.3 The Executive Committee may take such professional or technical third-party advice as it, in its sole discretion, may deem necessary.

Composition

9.4 Unless determined otherwise by the Players' Board, the Executive Committee shall comprise the following:

- (a) the Chair;
- (b) the Vice-Chair;
- (c) the Chief Executive;
- (d) the Director of Finance;
- (e) the Director of Operations; and
- (f) the Director of Commercial.

9.5 The Players' Board may from time to time, when advised by the Chief Executive, appoint any other Director to advise on particular aspects of the WRA's activities.

- 9.6 In addition, the Players' Board, advised by the Chief Executive, may appoint one or more Independent Non-Executive Directors to represent the interests of the Members on the Executive Committee, to advise on good governance, and to monitor the running of the Executive Committee.
- 9.7 Any person who is not a Member and has been identified as suitable by the Players' Board may be appointed as an Independent Non-Executive Director, subject always to the requirement that they must not be employed by nor hold any senior executive position in any Club or by the RFU.
- 9.8 Independent Non-Executive Directors may be appointed by the Players' Board for a three-year term and may be reappointed by the Players' Board for further three-year terms. The Players' Board shall retain the power, if no less than 75% of the membership of the Players' Board so decide, to replace the Independent Non-Executive Directors at any time.
- 9.9 Such Independent Non-Executive Directors will also be appointed as a director of any corporate entity which is owned by the Association (including WRA Management Ltd), in accordance with the relevant Articles of Association.
- 9.10 A person shall cease to be a member of the Executive Committee upon:
- (a) The expiry of their appointment in accordance with the Rules or the terms of their appointment;
 - (b) The expiry of the notice of resignation given under Rule 9.9;
 - (c) The expulsion of that person from the Executive Committee under Rule 22.1; or
 - (d) The removal of that person from the Executive Committee by the Players' Board, if 75% of the membership of the Players' Board so decide.
- 9.11 A member of the Executive Committee may resign from membership of the Executive Committee on giving one month's prior written notice to the Chair, unless otherwise determined by the Players' Board.

Meetings

- 9.12 Meetings of the Executive Committee shall take place in accordance with Appendix 2.
- 9.13 No person who is a member of the Executive Committee may vote on any matter to be determined by the Executive Committee unless they have been elected in accordance with Rule 14. For the avoidance of doubt, therefore, the Director of Finance and any other Director or Independent Non-Executive Director may not vote at meetings of the Executive Committee.
- 9.14 All bona fide acts of any meeting of the Executive Committee or any person acting as a member of the Executive Committee shall be valid notwithstanding that it be subsequently discovered that there was some defect in the appointment of the Executive Committee or of any member of the Executive Committee.

10 THE CHIEF EXECUTIVE

- 10.1 The Chief Executive shall be responsible to the Executive Committee for the supervision and control of the administration of the WRA and its staff and shall be considered as the general secretary of the WRA for the purposes of the Act.
- 10.2 The Chief Executive shall be elected in accordance with Rule 14, for a term of five years. The Chief Executive may be re-elected, in accordance with Rule 14, for an unlimited number of terms.
- 10.3 The Chief Executive's duties shall be:
- (a) to conduct the day-to-day administration of the WRA with the staff of the WRA;
 - (b) to supervise the general accounts of the WRA and authorise payments in accordance with the bank mandate;
 - (c) to arrange for the conduct of the WRA correspondence including the preservation of all documents, books and papers received by the Chief Executive and for the preparation of memoranda, circulars, rules, membership cards and other documents as required for issue as necessary to Members and to others;
 - (d) to maintain the Register of Members;
 - (e) to maintain adequate organisational and publicity arrangements;
 - (f) to engage, supervise, discipline and dismiss such staff as may be necessary to conduct the work of the WRA and report individual appointments to the Executive Committee and the Players' Board;
 - (g) to uphold and propagate the policies and decisions of any General Meeting, the Executive Committee and the Players' Board from time to time;
 - (h) to make themselves available to any Member on reasonable notice to discuss any matter relating to the WRA; and
 - (i) to perform all such other duties as shall be required of him or her by the Executive Committee or the Players' Board or under these Rules or by law.
- 10.4 The terms of employment and remuneration (and any proposed changes thereto) of the Chief Executive shall be determined by the Director of Finance, Chair and Vice-Chair, subject to the final approval of the Players' Board. The details of such remuneration will be reported to the Members at every AGM and will be reported to the Certification Officer.

11 TRUSTEES

- 11.1 The Executive Committee shall appoint at its first meeting following the first Annual General Meeting two trustees (the "Trustees") in whom all the property and funds of the WRA shall be vested on such terms as may be determined by the Executive Committee. A person appointed trustee need not be a Member and the trustee shall hold office until their death or resignation, or until the trustee is removed in accordance Rule 11.6. In the event of a casual vacancy occurring for any reason, the Executive Committee shall appoint a trustee to fill the vacancy at the next meeting of the Executive Committee.

- 11.2 The duties of the Trustees shall be:
- (a) as directed by the Executive Committee, to invest, safeguard and keep all funds and property of the WRA received by them in such manner as may, from time to time, be authorised by Acts of Parliament for the investment of trust funds;
 - (b) to examine and approve audited accounts and ensure proper records of income and expenditure are maintained and that adequate financial controls are in place;
 - (c) as and when required by the Executive Committee to direct a bank, at which all cash not immediately required by the WRA is placed in an account, to honour not less than any two of the joint signatures of the persons (not being any of the Trustees), named in the direction whereupon the Trustees shall be relieved from all liability in respect of payments made in the nature authorised by the direction while it is in force;
 - (d) to defray from the funds of the WRA the expenditure incurred by the Executive Committee and Chief Executive and in respect of such expenditure as may from time to time be authorised by the Chief Executive and Executive Committee; and
 - (e) to make payments out of the funds of the WRA of all and any premiums on any insurance policy of fidelity agreement taken out by the Executive Committee.
- 11.3 The Trustees shall have authority to enter into such transactions and to execute such documents as may be necessary for the proper management and investment of the funds of the WRA and, acting on the direction of the Executive Committee, shall have the power to borrow money on security or otherwise and to dispose of any assets of the WRA.
- 11.4 The Trustees shall be authorised to take such professional advice as they shall deem necessary, from time to time, to ensure the proper investment and management of the funds of the WRA and to defray any expense of taking such advice out of the funds of the WRA.
- 11.5 The Trustees shall be relieved from all liability in respect of payments made in the nature authorised by a direction of the Executive Committee while it is in force and shall be indemnified against risk and expense out of the property of the WRA.
- 11.6 The Executive Committee may remove a person from the office of Trustee for any reason and may appoint a replacement to fill the vacancy so created in accordance with Rule 11.1 above.
- 11.7 Nothing herein shall prevent the Chief Executive or any other member of the Executive Committee from being a Trustee.

12 CLUB REPRESENTATIVES

- 12.1 Each Player Representative shall be the representative of the Members of her Club in liaison with the Chief Executive. It shall be the duty of each Player Representative to disseminate all information from the WRA to the Members of her Club and to report such Members' issues and concerns to the WRA. In addition, each Player Representative is expected to attend all General Meetings.

13 SUB-COMMITTEES

- 13.1 Each of the Players' Board and the Executive Committee may delegate any of their respective powers, authorities and functions for such time, on such terms and subject to such conditions as it thinks fit to any sub-committee consisting of one or more of their members and (if thought fit) one or more other persons provided that:
- (a) a majority of the members of a sub-committee shall be members of the Players' Board or the Executive Committee (as the case may be); and
 - (b) no resolution of a sub-committee shall be effective unless a majority of those present when it is passed are members of the Players' Board or the Executive Committee (as the case may be).
- 13.2 Each of the Players' Board and the Executive Committee may confer such powers either collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Players' Board or the Executive Committee (as the case may be) in that respect and may revoke, withdraw, alter or vary any such powers and discharge any such sub-committee in whole or in part. Insofar as any power, authority or discretion is so delegated, any reference in these Rules to the exercise by the Players' Board or the Executive Committee (as the case may be) of such power, authority or discretion shall be construed as if it were a reference to the exercise of such power, authority or discretion by such sub-committee.
- 13.3 All sub-committees of the Players' Board or the Executive Committee (as the case may be) shall, in the exercise of the powers delegated to them and in the transaction of business, conform with any mode of proceedings and regulations which the Players' Board or the Executive Committee (as the case may be) may prescribe and, subject to this, shall be governed by such of these Rules as regulate the proceedings of the Players' Board or the Executive Committee (as the case may be).
- 13.4 For the avoidance of doubt, each of the Players' Board and the Executive Committee may also establish advisory groups to advise them on particular aspects of their activities including, without limitation, on matters of diversity and inclusion, issues affecting foreign players and commercial activities. Such advisory groups shall not exercise delegated powers, authorities or functions of the Players' Board or Executive Committee (as the case may be) but shall offer advice to the Players' Board and/or Executive Committee (as the case may be) on their decision-making. Any Member or other person identified as suitable by the Players' Board and/or Executive Committee (as the case may be) may be a member of such advisory groups, subject always to the requirement that they must not be employed by nor hold any senior executive position in any Club or by the RFU.

14 ELECTIONS AND BALLOTS

Elections for Player Representatives

- 14.1 The election for the Player Representatives (i.e. the Players' Board Election) shall be held at least three weeks before, but no earlier than two months before, the First Team Fixture.
- 14.2 Not less than one month before the date fixed for such election, the Chief Executive shall draw up and publish to all Members who are eligible for each Player Representative position a timetable for:
- (a) receiving nominations;

- (b) the submission of each candidate's election manifesto; and
- (c) the voting process,

in respect of that Player Representative position.

14.3 Each candidate must be nominated by a minimum of two other Members who are also registered at that candidate's Club. Nominations shall be made in writing and shall be signed by the candidate and by each of the two nominating Members. The completed nominations shall be sent to the Chief Executive who shall:

- (a) check the nominations and draw up a list of the properly nominated candidates; and
- (b) ensure that an election is carried out in accordance with this Rule 14.

14.4 Voting in the Players' Board Election shall be by secret ballot, and may be conducted digitally, online, or by the submission of voting papers.

14.5 If, having received all nominations, the election or re-election of any Player Representative is uncontested, then the Chief Executive shall dispense with the need for a ballot and declare the result of the election in respect of that Player Representative.

14.6 Any person elected a Players' Representative shall take up office immediately following her successful election and shall remain a member of the Players' Board until the next Players' Board Election.

Executive Elections

14.7 All elections for positions on the Executive Committee that, under these Rules or statute, require an election (i.e. the Chief Executive, Chair and Vice-Chair) shall take place in accordance with the following:

- (a) entitlement to vote shall be accorded equally to all Members;
- (b) an independent scrutineer will be appointed by the Players' Board in order to oversee the conduct of the election. The independent scrutineer will produce a report after the election has been conducted;
- (c) an independent teller will be appointed by the Players' Board to oversee the distribution of ballot forms and to count votes that are cast. For the avoidance of doubt, the independent teller can be, but need not be, the same individual as the independent scrutineer;
- (d) all properly nominated candidates will have the right to produce an election address of not more than 1000 words and for the same to be circulated to Members at the WRA's cost;
- (e) the election will be conducted by way of a secret ballot with each ballot form bearing a unique serial number. Each Member shall have one vote; and
- (f) no election will be held in the event that there is only one nominated candidate for a particular position and the election is therefore uncontested.

- 14.8 Ballots may take place either by postal voting or, if permitted by law, by electronic voting as determined by the Players' Board. If electronic voting is permitted by law, then the Players' Board may revise any of the procedures set out in these Rules accordingly to the extent permitted by law.

Elections for the Chair and Vice-Chair

- 14.9 Entitlement to stand as a candidate for election to the positions of Chair and Vice-Chair shall be open to any person who has been elected as a Player Representative in accordance with this Rule 14.
- 14.10 The election for the positions of Chair and Vice-Chair shall be held after the Players' Board Election and at least one week before the First Team Fixture.
- 14.11 Not less than one month before the date fixed for such election, the Players' Board shall draw up and publish to all Members a timetable for:
- (a) seeking and receiving nominations;
 - (b) the submission of each candidate's written election address;
 - (c) the compilation and circulation of election addresses;
 - (d) the distribution and return of voting forms;
 - (e) the counting of voting forms and for the declaration of the result; and
 - (f) the receipt and resolution of any complaints alleging breach of the election procedure.
- 14.12 Each candidate to be Chair or Vice-Chair must be nominated by a minimum of three Members. Every such nomination shall be made in writing and shall be signed by the candidate and by the three nominating Members. The completed nomination shall be sent to the Chief Executive at least fourteen days prior to the date when the election is due to take place. The Chief Executive shall then draw up a list of properly nominated candidates.
- 14.13 If, having received all nominations, the election or re-election for membership of the Chair or Vice-Chair is uncontested, then the Chief Executive shall dispense with the need for a ballot and declare the result of the election in respect of that position.
- 14.14 Any person elected Chair or Vice-Chair shall take up office immediately following her successful election and shall remain in office until the next election for the Chair or Vice-Chair.

Elections for the Chief Executive

- 14.15 Entitlement to stand as a candidate for election to the position of Chief Executive shall be open to any person who is not a Member, whose candidacy has been identified as suitable by the Players' Board, subject always to the requirement that they must not be employed by nor hold any senior executive position in any Club or by the RFU.
- 14.16 In respect of an election for the position of Chief Executive, not less than one month before the date fixed for such election, the Players' Board shall draw up and publish to all Members a timetable for:

- (a) seeking and receiving nominations;
 - (b) the submission of each candidate's written election address;
 - (c) the compilation and circulation of election addresses;
 - (d) the distribution and return of voting forms;
 - (e) the counting of voting forms and for the declaration of the result; and
 - (f) the receipt and resolution of any complaints alleging breach of the election procedure.
- 14.17 Each candidate must be nominated by a minimum of three Members. Nominations shall be made in writing and shall be signed by the candidate and by each of the three nominating Members. The completed nominations shall be sent to the Chair, Vice-Chair and Director of Finance who shall:
- (a) check the nominations and draw up a list of the properly nominated candidates; and
 - (b) ensure that an election is carried out in accordance with this Rule 13.4.
- 14.18 Subject to applicable law, in respect of any election for the Chief Executive, the Players' Board may in advance of such election approve a set of reasonable objective criteria. Any completed nomination may be rejected by the Chair once received under Rule 14.17 if the relevant candidate does not satisfy the specified criteria for the relevant position or, in case of a candidate who is not a Member, has not been identified as suitable for the role by the Players' Board in accordance with Rule 14.15.
- 15 ANNUAL GENERAL MEETING**
- 15.1 The annual general meeting of the WRA (the "**AGM**") shall be held no later than six months after the end of the WRA's financial year, and normally within three months following the end of the WRA's financial year.
- 15.2 The AGM shall be convened by the Executive Committee and shall take place in accordance with the provisions regarding General Meetings set out in Appendix 3.
- 15.3 The business of the AGM shall include the following:
- (a) approving the minutes of the annual general meeting held the previous year;
 - (b) receiving the annual report of the Players' Board and the Executive Committee, including a report on the financial performance and balance sheet of the WRA and any company owned by the WRA;
 - (c) approving the audited accounts of the WRA;
 - (d) considering any alteration to the Rules (of which notice shall have been given); and
 - (e) any other business.

16 SPECIAL GENERAL MEETINGS

- 16.1 The Players' Board shall have power from time to time, and on no less than 75% of the members of the Players' Board voting in favour of doing so, to summon a special general meeting of the WRA (a "**Special General Meeting**") for the consideration of business to be specified in the notice summoning such meeting at such time and place as the Players' Board shall in its absolute discretion decide.
- 16.2 The Players' Board shall on a Members' Requisition (as defined in Rule 16.3 below) convene a special general meeting of the WRA, within 30 days from the date of that Members' Requisition. If the next AGM is schedule to take place within such 30-day period, the Players' Board may determine that the subject matter of the Members' Requisition shall instead be considered at that AGM.
- 16.3 A "**Members' Requisition**" shall mean a requisition by not less than 10% of the fully paid-up Members stating the objects of the special general meeting requisitioned, signed by the requisitionists and notified in writing or by email to the Chair or Chief Executive, and may consist of several documents in like form each signed by one or more requisitionists.
- 16.4 A Special General Meeting shall take place in accordance with the rules for General Meetings set out in Appendix 3.

17 INDUSTRIAL ACTION

- 17.1 Subject to Rule 17.2, the WRA shall have the power to authorise or endorse such strike or other industrial action as from time to time it may consider necessary.
- 17.2 Without prejudice to the generality of the foregoing no strike or other industrial action shall be authorised or endorsed unless the procedures laid down by relevant statute or statutory provision for such authorisation or endorsement have been satisfied.
- 17.3 Subject to any statute or statutory provision to the contrary, the accidental omission to comply with any relevant statute or statutory provision which may regulate the authorisation or endorsement of any strike or other industrial action shall neither (i) invalidate the said strike or other industrial action, nor (ii) expose any officer of the WRA or Member to any liability.

18 WRA MANAGEMENT LTD

- 18.1 WRA Management Ltd is a limited company wholly owned by the WRA.
- 18.2 The role and functions of WRA Management Ltd include:
- (a) undertaking commercial activities with the objective of such activities being profitable, with profits to be retained for the benefit of the WRA and the Members;
 - (b) engaging in trading activities, and paying such taxes as may be due;
 - (c) fulfilling the role of employer of the Chief Executive and all other WRA employees;
 - (d) representing the Members' collective interests, in dealings with the Clubs and the RFU, their sponsors, and any other party with a commercial interest in rugby; and
 - (e) providing commercial opportunities for Members, for example, by licensing their collective image rights to third parties.

- 18.3 The activities of WRA Management Ltd shall be managed on behalf of the WRA and the Members by the Executive Committee, which shall report on its performance at each AGM. For this purpose, the directors of WRA Management Ltd shall be the members of the Executive Committee from time to time, appointed in accordance with the Articles of Association of WRA Management Ltd.
- 18.4 Any decision taken by the Executive Committee to create further corporate entities owned by the WRA, or to undertake new commercial ventures assessed by the Chief Executive to be significant relative to the income and profits of WRA Management Ltd shall be subject to the final approval of the Players' Board.

19 FINANCE

Bank Account

- 19.1 The WRA shall hold such bank accounts as are deemed necessary by the Chief Executive or the Director of Finance.
- 19.2 Unless the WRA shall otherwise resolve in general meeting, all payments made by the WRA or any company owned by the WRA shall be made according to processes and authority limits set by the Executive Committee.

Application of monies

- 19.3 All monies received on account of the WRA shall be applied towards the carrying out the objects of the WRA according to the Rules, including building the WRA's financial reserves.

Borrowing Powers

- 19.4 If the Executive Committee decides to borrow money, it shall obtain the approval of the Players' Board before doing so.

Director of Finance

- 19.5 The WRA shall have a director of finance (the "**Director of Finance**") who shall have day-to-day responsibility for the finances of the WRA.
- 19.6 The Director of Finance shall be appointed by the Executive Committee.
- 19.7 The Director of Finance, acting where appropriate in association with the Auditors, shall ensure that proper books of account are kept setting out:
- (a) all sums of money received and expended by the WRA and the matters in respect of which the receipt and expenditure takes place;
 - (b) all sales and purchases of goods and services by the WRA;
 - (c) the assets and liabilities of the WRA; and
 - (d) all such other matters as, according to UK GAAP, should be set out in the books of accounts.

- 19.8 Proper books shall not be deemed to be kept if there are not kept such books of accounts as are necessary to give a true and fair view of the state of the WRA's finances and to explain its transactions.
- 19.9 The Director of Finance shall further perform all such accounting duties as shall be required of him or her by the Executive Committee, the Players' Board or under these Rules or by law.
- 19.10 Upon completion of the annual audited accounts of the WRA, the Director of Finance shall:
- (a) cause the accounts to be made available at the next AGM; and
 - (b) cause to be sent to the Certification Officer an annual return as required by the Act.

Financial Year

- 19.11 The financial year of the WRA shall end on whichever date shall be determined by the Executive Committee, subject only to final approval by the Players' Board. As at the date of the writing of these Rules, the WRA's financial year ends on 30 June.

Auditors

- 19.12 The accounts of the WRA shall be audited annually prior to the annual general meeting by the auditors to the WRA (the "**Auditors**") in a manner as then required by applicable law and accounting standards.
- 19.13 The Auditors shall be practising professional accountants holding no office under the WRA and shall be appointed (and may be removed) by the Executive Committee. No firm may act as the Auditors for more than five consecutive years or as the Auditors for more than five years in aggregate out of every ten years.

Inspection of Books

- 19.14 The books of accounts shall be kept at the registered office of the WRA and shall be open to inspection:
- (a) by members of the Players' Board or the Executive Committee; and
 - (b) by any Member who wishes to inspect the accounts of the WRA provided such Member gives seven (7) days' prior written notice to the Chief Executive of the Member's wish and indicates the reason for and the object of the Member's request.

20 FUNDS

General Fund

- 20.1 The Executive Committee shall maintain a general fund for the support of all the financial requirements of the WRA except those specifically otherwise provided for in these Rules (the "**General Fund**").

Accident Fund

- 20.2 The Executive Committee shall allocate funds to and maintain an accident fund for the payment of provident benefits to Members or former Members who have suffered injury in the course of their professional rugby-playing duties or otherwise (the “**Accident Fund**”). The payment of such benefits shall be at the discretion of the Executive Committee, subject to any policy approved from time to time by the Players’ Board and/or the Executive Committee regarding the payment of benefits from the Accident Fund. Any Member dissatisfied with a decision in respect of payment of such benefits may appeal this decision to the Players’ Board.
- 20.3 The Executive Committee shall be empowered to effect or subsidise such insurance protection for permanent total disability cover or such other insurances as it shall in its discretion deem necessary in and for the protection of its Accident Fund and its Members and former Members, subject to any policy approved from time to time by the Players’ Board regarding the same.
- 20.4 Any Member or former Member not covered or inadequately covered by such insurance may apply in writing to the Executive Committee for assistance in relation to medical fees and reports. In addition, any Member forced to retire through an injury not covered or inadequately covered by insurance may apply for an accident grant.
- 20.5 Any payment of provident benefits made in relation to Rules 20.1 or 20.2 or howsoever will be subject to the maximum capital sum or annuity allowed by Her Majesty’s Revenue and Customs (HMRC) to be paid free of tax to a Member or former Member from time to time, unless at the absolute discretion of the Executive Committee, they decide to exceed such maximum amounts.

21 REMUNERATION

- 21.1 Except as specifically provided for by these Rules or by a properly authorised agreement made on behalf of the WRA, no person, whether an officer of the WRA or Member, shall be entitled to any remuneration for any services rendered to or on behalf of the WRA, provided always that the Players’ Board may make provision for Members to be reimbursed reasonable out-of-pocket expenses reasonably incurred on the business of the WRA.

22 MISCONDUCT

- 22.1 The Executive Committee shall have the power to censure, suspend the membership of, or expel from the WRA or (where appropriate) the Players’ Board any Member (including, for the avoidance of doubt, the Chair and Vice-Chair) who is guilty of conduct prejudicial to the interests of the WRA, subject always to the right of any Member accused of such misconduct to a hearing before the Executive Committee.
- 22.2 Where the person accused of misconduct is the Chair or Vice-Chair, that person shall have no right to vote on the Executive Committee in respect of any decision to be made in relation to Rule 22.1.

23 AMALGAMATION

- 23.1 Subject to Rule 23.2, the WRA may amalgamate with any other trade union or unions of employees and/or workers if so determined, or may effect a transfer of engagements to or from any other trade union under the provisions of the legislation regulating such amalgamations and transfers from time to time in force.

23.2 The WRA may only effect an amalgamation in accordance with Rule 23.1 if approved by the Players' Board and by the Members at a General Meeting, in each case passed by a majority of five-sixths of each who vote.

24 ALTERATION OF THE RULES

24.1 These Rules may be altered, amended or rescinded by a resolution of the WRA in general meeting.

24.2 Subject to these Rules, the Players' Board shall have power to make rules to regulate all matters not provided for by these Rules, provided that no rule made by the Players' Board shall be inconsistent with these Rules.

24.3 No alteration, amendment or rescission shall be effected in the Rules unless at least two-thirds of the Members present and eligible to vote shall vote for the resolution or in the case of a ballot at least two-thirds of the votes cast are for the resolution.

25 DISSOLUTION

25.1 Any resolution to dissolve the WRA may be proposed only at a special general meeting of the WRA summoned for the express purpose of dissolving the WRA.

25.2 Any such resolution shall be carried by the vote of 75% or more of the Members present and entitled to vote.

25.3 In the event of dissolution, after discharging all debts and other liabilities legally incurred, the remaining funds shall be distributed to such charity or charities as that special general meeting shall determine subject always to any conditions or restrictions attaching to the use and disposition of the monies and the said remaining funds.

APPENDIX 1 – MEETINGS OF THE PLAYERS’ BOARD**General**

1. Meetings of the Players’ Board shall be called either by the Chair, the Chief Executive or by the Chair at the request of at least four members of the Players’ Board. The Chair shall ensure that a meeting of the Players’ Board is held at least four times every year.
2. Meetings shall be held at such time and place as the Chair shall determine (acting reasonably).
3. The Chief Executive may attend and speak at meetings of the Players’ Board but shall not be a member of the Players’ Board. The Chair may (in his or her sole discretion) invite other persons to attend a meeting of the Players’ Board including from time to time members of the Executive Committee.

Notice

4. All members of the Players’ Board shall be given at least seven days’ prior notice of meetings of the Players’ Board by the Chair. Such notice shall include an agenda of items to be discussed at the meeting together with relevant supporting information.
5. In circumstances of urgency, if two-thirds or more of the members of the Players’ Board agree, 24 hours’ notice may be substituted for the minimum period of seven days’ notice. Any shorter notice period requires the consent of all members of the Players’ Board.
6. The accidental omission to give notice of any meeting of the Players’ Board to any member or members of the Players’ Board entitled to receive such notice shall not invalidate the proceedings of that meeting.

Quorum

7. The quorum for meetings of the Players’ Board shall be seven members of the Players’ Board. If in respect of any meeting of the Players’ Board a quorum is not present within 30 minutes of the appointed time for the meeting, such meeting shall be postponed by 24 hours to the same time and place and the quorum at such postponed meeting shall be five members.
8. A duly convened meeting of the Players’ Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Players’ Board.

Chair

9. The Chair shall act as chair of all meetings of the Players’ Board provided that if for any reason he or she is unable to attend or is not present within ten minutes of the time appointed for holding the same, the Vice-Chair shall act a chair of the meeting (or in his or her absence members of the Players’ Board who are present shall choose one of their number to be chair of such meeting).

Voting

10. Questions arising at a meeting of the Players’ Board shall be decided by a majority of votes cast and the Chair shall have a second and casting vote in the event of a tie in the voting. Save as aforesaid every member of the Players’ Board shall have one vote on every resolution.

11. No member of the Players' Board shall be entitled to appoint a proxy to vote in his or her stead at any meeting of the Players' Board.
12. A resolution in writing approved by the members of the Players' Board for the time being entitled to receive notice of the meeting of the Players' Board shall be as valid and effective as if it had been passed at a meeting of the Players' Board duly convened and held. Such a resolution may consist of several documents or electronic communications in the same form, each approved or authenticated by one or more of the members of the Players' Board.

Participation

13. Any member of the Players' Board may validly participate in a meeting of the Players' Board through the medium of conference telephone or video or any other form of communications equipment, provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting.
14. A person so participating by telephone or video or other communication shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote.

Minutes

15. The Vice-Chair shall procure that minutes of the proceedings of each meeting are kept and distributed to those present following the meeting and, that either a copy of the minutes or a summary report of the meeting (which shall include details of all attendees and all members who did not attend) is placed on the Members' section of the WRA's website within 14 days of the approval of such minutes by the Players' Board. Any such minutes, if purporting to be approved by the chair of the meeting at which the proceedings were held or by the chair of the next meeting, shall be evidence of the matters stated in such minutes without any further proof.

Authorisation of conflicts of interest

16. If any member of the Players' Board has any actual or potential conflict of interest in relation to any matter in respect of which a vote is being taken at any meeting of the Players' Board, that member shall notify the Players' Board of such conflict of interest in advance of any discussion by the Players' Board of the relevant matter.
17. The Players' Board may, in accordance with the requirements set out in paragraphs 18 to 23 below, authorise any matter or situation proposed to it by any member of the Executive Committee which would, if not authorised, involve a member of the Players' Board (an "Interested Board Member") having a conflict of interest. If the Players' Board does authorise the conflict of interest in accordance with paragraphs 18 to 23 below, then the Interested Board Member shall not be entitled to participate in any discussion or vote in respect of such matter.
18. An Interested Board Member seeking authorisation in respect of a conflict of interest shall declare to the Players' Board the nature and extent of his or her conflict of interest as soon as is reasonably practicable. The Interested Board Member shall provide the Players' Board with such details of the matter as are necessary for the Players' Board to decide how to address the conflict of interest together with such additional information as may be requested by the Players' Board.
19. Any authorisation under this paragraph will be effective only if:
 - a. any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Board Member; and

- b. the matter is agreed to without the Interested Board Member voting or would be agreed to if the Interested Board Member's and any other Interested Board Member's vote is not counted.
20. Any authorisation of a conflict of interest under this paragraph must be recorded in writing (but the authority shall be effective whether or not the terms are so recorded) and may (whether at the time of giving the authorisation or subsequently):
- a. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - b. provide that the Interested Board Member be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Players' Board or otherwise) related to the conflict of interest;
 - c. impose upon the Interested Board Member such other terms for the purposes of dealing with the conflict of interest as the members of the Players' Board think fit;
 - d. provide that, where the Interested Board Member obtains, or has obtained (through his or her involvement in the conflict of interest and otherwise than through the Interested Board Member's position as a member of the Players' Board) information that is confidential to a third party, he or she will not be obliged to disclose that information to the Players' Board, or to use it in relation to the WRA's affairs where to do so would amount to a breach of that confidence; and
 - e. permit the Interested Board Member to absent himself or herself from the discussion of matters relating to the conflict of interest at any meeting of the Players' Board and be excused from reviewing papers prepared by, or for, the Players' Board to the extent they relate to such matters.
21. Where the Players' Board authorises a conflict of interest, the Interested Board Member will be obliged to conduct himself or herself in accordance with any terms and conditions imposed by the Players' Board in relation to the conflict of interest.
22. The Players' Board may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Board Member, prior to such revocation or variation, in accordance with the terms of such authorisation.
23. A member of the Players' Board is not required, by reason of being a member of the Players' Board, to account to the WRA for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a conflict of interest which has been authorised by the Players' Board (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

APPENDIX 2 – MEETINGS OF THE EXECUTIVE COMMITTEE**General**

1. Meetings of the Executive Committee shall be called at the request of any member of the Executive Committee. The Chief Executive shall ensure that a meeting of the Executive Committee is held at least ten times every year.
2. Meetings shall be held at such time and place as the Chief Executive shall determine (acting reasonably).

Notice

3. All members of the Executive Committee shall be given at least seven days' prior notice of meetings of the Executive Committee by the Chief Executive. Such notice shall include an agenda of items to be discussed at the meeting together with relevant supporting information.
4. In circumstances of urgency, if two-thirds or more of the members of the Executive Committee agree, 24 hours' notice may be substituted for the minimum period of seven days' notice. Any shorter notice period requires the consent of all members of the Executive Committee.
5. The accidental omission to give notice of any meeting of the Executive Committee to any member or members of the Executive Committee entitled to receive such notice shall not invalidate the proceedings of that meeting.

Quorum

6. The quorum for meetings of the Executive Committee shall be three members of the Executive Committee. If in respect of any meeting of the Executive Committee a quorum is not present within 30 minutes of the appointed time for the meeting, such meeting shall be postponed by 24 hours to the same time and place.
7. A duly convened meeting of the Executive Committee at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the Executive Committee.

Chair

8. The Chief Executive shall act as chair of all meetings of the Executive Committee provided that if for any reason he or she is unable to attend or is not present within ten minutes of the time appointed for holding the same, the Chair shall act a chair of the meeting (or in his or her absence members of the Executive Committee who are present shall choose one of their number to be chair of such meeting).

Voting

9. No person who is a member of the Executive Committee may vote on any matter to be determined by the Executive Committee unless he/she has been elected in accordance with Rule 14. Questions arising at a meeting of the Executive Committee shall be decided by a majority of votes cast and the Chief Executive shall have a second and casting vote in the event of a tie in the voting. The Director of Finance, and any other Director, shall be a non-voting member of the Executive Committee and shall not vote on any matter to be determined by the Executive Committee. Save as aforesaid every member of the Executive Committee shall have one vote on every resolution.

10. No member of the Executive Committee shall be entitled to appoint a proxy to vote in his or her stead at any meeting of the Executive Committee.
11. A resolution in writing approved by the members of the Executive Committee for the time being entitled to receive notice of the meeting of the Executive Committee shall be as valid and effective as if it had been passed at a meeting of the Executive Committee duly convened and held. Such a resolution may consist of several documents or electronic communications in the same form, each approved or authenticated by one or more of the members of the Executive Committee.

Participation

12. Any member of the Executive Committee may validly participate in a meeting of the Executive Committee through the medium of conference telephone or video or any other form of communications equipment, provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting.
13. A person so participating by telephone or video or other communication shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote.

Minutes

14. The Chief Executive shall procure that minutes of the proceedings of each meeting are kept and distributed to those present following the meeting and, that either a copy of the minutes or a summary report of the meeting (which shall include details of all attendees and all members who did not attend) is placed on the Members' section of the WRA's website within 14 days of the approval of such minutes by the Executive Committee. Any such minutes, if purporting to be approved by the chair of the meeting at which the proceedings were held or by the chair of the next meeting, shall be evidence of the matters stated in such minutes without any further proof.

Authorisation of conflicts of interest

15. If any member of the Executive Committee has any actual or potential conflict of interest in relation to any matter in respect of which a vote is being taken at any meeting of the Executive Committee, that member shall notify the Executive Committee of such conflict of interest in advance of any discussion by the Executive Committee of the relevant matter.
16. The Executive Committee may, in accordance with the requirements set out in paragraphs 17 to 22 below, authorise any matter or situation proposed to it by any member of the Executive Committee which would, if not authorised, involve a member of the Executive Committee (an "Interested Committee Member") having a conflict of interest. If the Executive Committee does authorise the conflict of interest in accordance with paragraphs 17 to 23 below, then the Interested Committee Member shall not be entitled to participate in any discussion or vote in respect of such matter.
17. An Interested Committee Member seeking authorisation in respect of a conflict of interest shall declare to the Executive Committee the nature and extent of his or her conflict of interest as soon as is reasonably practicable. The Interested Committee Member shall provide the Executive Committee with such details of the matter as are necessary for the Executive Committee to decide how to address the conflict of interest together with such additional information as may be requested by the Executive Committee.
18. Any authorisation under this paragraph will be effective only if:

- a. any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Committee Member; and
 - b. the matter is agreed to without the Interested Committee Member voting or would be agreed to if the Interested Committee Member's and any other Interested Committee Member's vote is not counted.
 - c. Any authorisation of a conflict of interest under this paragraph must be recorded in writing (but the authority shall be effective whether or not the terms are so recorded) and may (whether at the time of giving the authorisation or subsequently):
 - d. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - e. provide that the Interested Committee Member be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Executive Committee or otherwise) related to the conflict of interest;
 - f. impose upon the Interested Committee Member such other terms for the purposes of dealing with the conflict of interest as the members of the Executive Committee think fit;
 - g. provide that, where the Interested Committee Member obtains, or has obtained (through his or her involvement in the conflict of interest and otherwise than through the Interested Committee Member's position as a member of the Executive Committee) information that is confidential to a third party, he or she will not be obliged to disclose that information to the Executive Committee, or to use it in relation to the WRA's affairs where to do so would amount to a breach of that confidence; and
 - h. permit the Interested Committee Member to absent himself or herself from the discussion of matters relating to the conflict of interest at any meeting of the Executive Committee and be excused from reviewing papers prepared by, or for, the Executive Committee to the extent they relate to such matters.
19. Where the Executive Committee authorises a conflict of interest, the Interested Committee Member will be obliged to conduct himself or herself in accordance with any terms and conditions imposed by the Executive Committee in relation to the conflict of interest.
20. The Executive Committee may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Committee Member, prior to such revocation or variation, in accordance with the terms of such authorisation.
21. A member of the Executive Committee is not required, by reason of being a member of the Executive Committee, to account to the WRA for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a conflict of interest which has been authorised by the Executive Committee (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

APPENDIX 3 – GENERAL MEETINGS

Attendance at General Meetings

1. Attendance at General Meetings shall be limited to Members, members of the Executive Committee, members of the Players' Board and employees and advisers of the WRA.

Notice of General Meeting

2. Every Member shall be given 14 days' notice of a General Meeting. The notice shall specify the business to be transacted at the General Meeting and the date, time and location of the meeting, together with any arrangements to permit participation in accordance with paragraphs 5 to 7 below. If the General Meeting is an AGM, the notice shall also specify the meeting as such.

Time and Place of Meeting

3. Subject to any restrictions set out in these Rules, any General Meeting shall be held at such time and at such place as the Players' Board in the exercise of its absolute discretion shall consider appropriate.

Quorum

4. No business shall be transacted at any General Meeting unless 30 Members are represented either in person or by proxy.

Participation

5. The Players' Board may make whatever arrangements it considers fit to allow those entitled to attend and participate in any General Meeting.
6. Without prejudice to paragraph 5 above, any Member may validly participate in a General Meeting through the medium of conference telephone or any other form of communications equipment, provided that all persons participating in the General Meeting are able to hear and speak to each other throughout such meeting.
7. A person so participating by telephone or other communication shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote.

Voting

8. Every Member shall be entitled to one vote on every resolution which shall be put to the vote at a General Meeting.
9. Unless some other manner of voting is prescribed by relevant statute or statutory provision or alternatively by special direction of the chair of the General Meeting in the exercise of his absolute discretion, voting at General Meetings on every resolution put to the vote shall be conducted by a show of hands.
10. The Players' Board shall have absolute discretion to determine whether proxy and/or postal or electronic voting is to be permitted at any meeting of the WRA, and notification to Members regarding the convening of each meeting will include notice as to whether proxy and/or postal or electronic voting will be permitted.
11. The chair of the General Meeting shall have a casting vote where there is deadlock amongst the Members and a majority is required to pass a vote.

12. If any Member has any actual or potential conflict of interest in relation to any matter in respect of which a vote is being taken at any meeting of the WRA, that Member shall notify the Players' Board in advance. The Players' Board shall determine whether or not such Member shall be entitled to vote in respect of such matter or whether he/she shall be prohibited from voting on such matter.

Voting by Proxy

13. Where voting by proxy is allowed, a proxy shall be appointed in writing under the signature of the appointer.
14. The instrument appointing a proxy shall be sent to the Chief Executive not less than 72 hours before the time of holding the meeting at which the person named in such instrument proposes to vote.
15. Any instrument appointing a proxy shall be in the following form:

"The Women's Rugby Association".

I, of, being a fully paid-up Member of the above-named Association appoint of as my proxy to vote in my name and on my behalf at the general meeting to be held on the day of..... Dated the day of.....

Signature

16. No proxy shall be given other than to a Member who is entitled in his or her own right to vote at the said meeting.
17. No proxy vote will be accepted by the chair of the meeting unless the appointment of the proxy complies strictly with these provisions.

Chair

18. The Chair shall act as chairperson of all General Meetings. In the absence of the Chair, the Players' Board shall appoint a chairperson for such meeting.
19. If the Players' Board fails to appoint a chair of the General Meeting, those present and entitled to vote at such meeting shall appoint a chair of the meeting.

Rights of Address

20. Unless the chair of the General Meeting shall otherwise direct, only Members and members of the Players' Board or the Executive Committee shall be entitled to speak at a General Meeting.

Decisions

21. Unless expressly provided otherwise by the Rules, no resolution put to the vote at a General Meeting shall be deemed to be passed unless more than one-half of the Members present or for whom a valid proxy is held shall vote in favour of the resolution which has been put.

Finality of Chair's Decision

22. The chair of the General Meeting's decision as to the result of the voting on any resolution shall be final and minutes signed and distributed by the chair of the General Meeting to those present shall be conclusive of the terms of any resolution and of its having been passed.

Minutes

23. The chair of the General Meeting shall ensure the minutes of General Meetings are recorded and published to those present and, that either a copy of the minutes or a summary report of the meeting is placed on the Members' section of the WRA's website within 14 days of each meeting in such redacted form as the chair of the General Meeting may in his or her sole discretion consider appropriate.

Omissions

24. The accidental omission to give notice of any meeting to any Member or other person entitled to receive notice shall not invalidate the proceedings of that meeting.

APPENDIX 4 – TRANSITIONAL PROVISIONS

The following transitional provisions shall apply during the Transition Period:

1. The functions, duties and powers of the Executive Committee shall be performed by the Transitional Committee.
2. The Transitional Committee shall comprise:
 - a. Danielle Waterman (who shall be the Chief Executive);
 - b. Emma Lax (who shall be the Director of Operations); and
 - c. Polly Barnes (who shall be the Director of Commercial).
3. All members of the Transitional Committee shall have the right to vote in meetings of the Transitional Committee and shall take all decisions by majority. In the event of a tied vote, the Chief Executive shall have the casting vote.
4. Without prejudice to paragraph 3 above, meetings of the Transitional Committee shall be held in accordance with Appendix 3.
5. Prior to the end of the Transition Period, the Transitional Committee shall organise and oversee the first Players' Board Election and shall organise the election of the Chair and Vice-Chair in accordance with Rule 13.4.
6. Until such time as the first Players' Board has been elected, the Transitional Committee shall perform the functions, duties and powers of the Players' Board.
7. Until such time as the Chair and Vice-Chair have been elected, the Chief Executive shall also perform the functions, duties and powers of the Chair and Vice-Chair.
8. During the Transition Period, the Transitional Committee shall use all reasonable endeavours to appoint the Director of Finance. Until such time as the Director of Finance has been appointed, the Director of Operations shall also perform the functions, duties and powers of the Director of Finance.
9. Until the Trustees are appointed in accordance with Rule 11.1, all property of the WRA shall be vested in Danielle Waterman and Emma Lax as trustees for the WRA, in accordance with Rule 11.1.
10. The Transitional Committee shall use all reasonable endeavours to procure the registration of the WRA on the Official List prior to the end of the Transition Period.
11. The Transitional Committee shall use all reasonable endeavours to incorporate WRA Management Ltd prior to the end of the Transition Period. In the event that the application to incorporate WRA Management Ltd is filed prior to the registration of the WRA on the Official List, Danielle Waterman and Emma Lax shall be the first shareholders of WRA Management Ltd and they shall hold such shares as trustees for the WRA until such time as the WRA is registered on the Official List, whereupon they shall use all reasonable endeavours to effect the prompt transfer of those shares to the WRA.
12. Following the end of the Transition Period, the members of the Transitional Committee shall continue in their positions as members of the Executive Committee, provided that an election for the position of Chief Executive is held within one year of the Effective Date.