

League Racing Australia Constitution

This document represents an omnipresent procedural document of League Racing Australia ('LRA') as a private enterprise. This document cannot be altered by its exclusive members at any point, unless authorised explicitly within the body of the document.

CONTENTS

Powers	1.0
Delivery of Services	2.0
Alteration	3.0
Conflicting Terms	4.0
General Provisions	5.0

1.0 Powers

1.1 Powers of Owner

The owner of LeagueRacingAustralia.com as an enterprise has sole and absolute rights and powers over the functions and processes of LeagueRacingAustralia.com.

1.2 Powers of Members

The members of LeagueRacingAustralia.com as an enterprise hold neither rights nor powers over the functions and processes of LeagueRacingAustralia.com by inherent virtue of their membership and participation.

1.3 Vested Powers

The members of LeagueRacingAustralia.com may be vested with rights and powers at the sole discretion of the owner of LeagueRacingAustralia.com.

1.4 Source of Vested Powers

Powers and rights over the functions and processes of LeagueRacingAustralia.com as an enterprise may be vested exclusively through the Constitution and the 'Administrative Procedures' document. Other officially released documents that purport to confer, vest or delegate powers to any

member of LeagueRacingAustralia.com or any person at large on a plain and ordinary meaning of language is invalid to the extent of the conferral, vestment or delegation, and no further.

2.0 Delivery of Services

2.1 Services

LeagueRacingAustralia.com offers services to its members on both 1) a gratuitous basis, and 2) a remunerated basis. Each member may only be in receipt of services from LeagueRacingAustralia.com on either a gratuitous or remunerated basis exclusively. The rights and obligations of members in receipt of services under either basis are not mutually exclusive.

2.2 Offer of Services

This document constitutes an offer to provide services to the public at large. This offer does not have effect in perpetuity, and may be withdrawn at any time by the owner of LeagueRacingAustralia.com via official correspondence. For the avoidance of doubt, the current version of all official documents to be found on LeagueRacingAustralia.com from time to time are the only documents that are on-foot at any time.

2.3 Receipt of Services

Members do not hold a right to receipt of services in perpetuity. Services may be discontinued at the absolute discretion of the owner of LeagueRacingAustralia.com. Services accepted upon a remunerated basis will disclose a stipulated period of time over which LeagueRacingAustralia.com agrees to provide services as agreed. Agreement of receipt of remunerated services explicitly excludes a unilateral option clause of renewal. All renewals of stipulated periods will be deemed to be according to on-going bilateral agreement between the parties.

2.4 Official Correspondence

LeagueRacingAustralia.com provides official correspondence by way of the website page titled 'Procedure Portal' or 'Regulations'. Both of these descriptors refer to an identical page on our website.

2.5 Official Documents

A reference to 'official documents' within any official documents, website communiqué, messages sent directly or indirectly via our website or correspondence originating from the owner of LeagueRacingAustralia.com, refers to documents in the PDF format found linked on the 'Procedure Portal' website page. 'Official documents' is an exclusive descriptor of such documents to be found linked on the 'Procedure Portal' page in PDF format.

2.6 Official Intention

Both official documents and official correspondence form the official intentions of LeagueRacingAustralia.com exclusively.

3.0 Alteration

3.1 Sole Discretion

This Constitution may be varied at the sole discretion of the owner of LeagueRacingAustralia.com.

3.2 Vested Authority to Amend or Vary

This Constitution may not be amended or varied by any person, save the owner of LeagueRacingAustralia.com.

4.0 Conflicting Terms

4.1 Superior Document

In a situation where any other official document of LeagueRacingAustralia.com has terms that conflict with any term of this Constitution on a plain and ordinary meaning of language, this document forms the official

approach, policy and position of LeagueRacingAustralia.com.

4.2 Invalid Terms of Approach

In a situation where any other official document of LeagueRacingAustralia.com has terms that conflict with any term of this Constitution on a plain and ordinary meaning of language, said conflicting document will be rendered ineffectual to the extent of the conflict, and no further.

4.3 Superior Powers

In a situation where a power or right has been vested or delegated to another member of LeagueRacingAustralia.com by means of a term or terms in the official 'Administrative Procedures' document, and said vestment or delegation is in conflict with a power or right of a person conferred in this Constitution on a plain and ordinary meaning of language, this document forms the official approach, policy and position of LeagueRacingAustralia.com.

4.4 Invalid Terms of Power

In a situation where a power or right has been vested or delegated to another member of LeagueRacingAustralia.com by means of a term or terms in the official 'Administrative Procedures' document, and said vestment or delegation is in conflict with a power or right of a person conferred in this Constitution on a plain and ordinary meaning of language, said conflicting term or terms in the 'Administrative Procedures' document will be rendered ineffectual to the extent of the conflict, and no further.

5.0 General Provisions

5.1 Entirety of Agreement

With reference to Rule 2.6 above, only official documents and official correspondence form the substance of the agreement between LeagueRacingAustralia.com and its members. Representations or promises not contained within either an official document or an official

correspondence are not valid as terms under law. All members vested with the right to make promises as an agent of LeagueRacingAustralia.com as an enterprise may only exercise such power according to the procedural requirements of LeagueRacingAustralia.com. Any official action purporting to make promises without proper procedure or form is invalid and void pursuant to the doctrine of *ultra vires*.

5.2 Illegality

Any provision in agreement that is invalid, void, null or unenforceable under law, or otherwise rendered invalid, void, null or unenforceable under law, will only invalidate the agreement to the extent of the invalidity and no further. All provisions that are enforceable if sighted in their own right remain to be operative provisions in the agreement.

5.3 Jurisdiction

The contents of the agreement between LeagueRacingAustralia.com and its members will be governed by the laws of the State of Queensland, Australia.

5.4 Reservation of Rights

LeagueRacingAustralia.com reserves all of its rights under law.