

# **Constitution and Bylaws**

## **of the R.A.C.V. Caravan Club of Victoria Inc.**



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November 2013

(Reg'd. No. A 0006900 V. ) (A.B.N 83 836 581 725)

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**CONSTITUTION OF THE  
R.A.C.V. CARAVAN CLUB OF VICTORIA INC.  
( Reg'd. No. A 0006900 V. ) (A.B.N 83 836 581 725)**

**1. NAME**

- 1.1. The name of the Incorporated Club shall be the R.A.C.V. Caravan Club of Victoria Inc. hereinafter called "the Club".

**2. AIMS**

- 2.1. The aims of the Club shall be:
- 2.1.1. the promotion of good fellowship among Caravanners;
  - 2.1.2. the protection and promotion of the rights and interests of Caravanners;
  - 2.1.3. the general improvement of Caravanning facilities.
- 2.2. The Club may co-operate with any other Club or Society that has Aims similar to those of this Club, provided however that the Club shall not amalgamate or affiliate with any such Club or Society unless it is previously authorised by a seventy five percent majority of those attending a Special General Meeting called for the purpose of dealing with such proposals.

**3. DEFINITIONS**

**ACT (The )**

Refers to The Associations Incorporation Reform Act 2012. No. 20 of 2012

**Club Member (Member)**

A Club Member (Member) who meets the membership requirements of the Constitution.

**Club Meeting**

A Club Meeting is a meeting which is open to attendance by all Club Members and Partners.

**Club Function**

A Club Function is a Meeting, Function, Activity or Rally open to all Club Members and Partners.

**Club year**

Is that period from the first day of September to the last day of August in the following year.

**Club Financial Year**

Is the same period as the Club Year.

**Division Function**

A Division Function is a Meeting, Function, Activity or Rally open to all Members and Partners of a Division.

### **Financial Review Committee**

A Committee of two persons elected to review and to certify as correct the Annual Financial Statements of the Club.

### **Partner**

A Partner is a person nominated by a club member as the member's partner. A partner has rights as outlined in this constitution.

### **Total Eligible Votes**

The total eligible votes are the number of Club Members multiplied by 2.

### **Quorum**

Is a percentage of the total eligible votes or a specified number of persons as stated in a section of this Constitution.

## **4. MEMBERSHIP**

- 4.1. Membership shall be open to any person who is:
  - 4.1.1. a member of any of the membership categories of the Royal Automobile Club of Victoria (RACV) Ltd. ACN004060833; and
  - 4.1.2. an owner or user of an approved and registered Caravan (for the purpose of this clause a Caravan is defined as a towable unit designed to provide accommodation and facilities for sleeping, dining, and the storage and preparation of food, the main roof shall be of either one or two piece solid construction); and
  - 4.1.3. admitted to membership by the Executive after completing an application form and agreeing to abide by the Constitution and Bylaws of the club; and
  - 4.1.4. has paid the entrance fee and annual subscription as determined from time to time by the Executive. All such fees are payable in advance.
- 4.2. The Club Secretary shall maintain a register of all members which shall show
  - 4.2.1. the name and address of each member, and, if applicable, their Partner; and
  - 4.2.2. the date of becoming a member; and
  - 4.2.3. the date to which the subscription is paid to; and
  - 4.2.4. the date on which the person ceased to be a member.
- 4.3. Resignation of Members.
  - 4.3.1. Resignation from the Club shall be by written notice to the Club Secretary.
- 4.4. Membership of the Club:
  - 4.4.1. is not capable of being transferred or transmitted to another person except a surviving partner;
  - 4.4.2. ceases on resignation or death. However, any rally attendance credits accrued by the Member shall be vested in the surviving Partner (if any);

- 4.4.3. shall cease when a Member's subscription is overdue by more than three calendar months. If the overdue subscription is not paid within three calendar months of the due date all membership rights and privileges shall cease. Any application to rejoin the Club shall be regarded as a new membership and subject to such procedures as any other new membership application;
- 4.4.4. the Executive Committee may appoint any member as an Honorary Life Member of the Club. Such membership shall only be granted in respect of an unusually long and / or meritorious service to the Club and shall be subject to this Constitution and By-laws. Any submission for life membership must be made in writing, signed by the nominator (who shall not be a member the Executive) and circulated to Members of the Executive at least seven days prior to the Executive Meeting at which the submission will be discussed, to allow proper consideration prior to the meeting. The submission must include reasons for the nomination together with full details of positions held by the Nominee on the Executive Committee and other Committees (including periods of service, by position/committee etc) and/or full details of other meritorious service to the Club.

## **5. RIGHTS AND RESPONSIBILITIES OF MEMBERS**

- 5.1. This Constitution and associated Bylaws shall be taken as a Contract between the Club and its Members and their Partners in accord with Section 46 of the Associations Incorporation Reform Act, 2012.
- 5.2. All Members of the Club have the right to:
  - 5.2.1. receive notice of all general and special meetings of the Club; and
  - 5.2.2. receive a copy of the current Constitution and By-laws on joining .
- 5.3. All Members of the Club and their Partners have the right to:
  - 5.3.1. submit items of business, on proper notice, to all meetings; and
  - 5.3.2. attend and be heard at all general and special meetings; and
  - 5.3.3. have proper access to all books of account, all minutes of general or special meetings; and
  - 5.3.4. inspect the Register of Members.
- 5.4. All Members and Partners of the Club have the responsibility:
  - 5.4.1. to conform to this Constitution and associated Bylaws; and
  - 5.4.2. to behave in a manner as to not cause offence to other members or to other persons at all Club and Divisional functions; and
  - 5.4.3. to, at all times, be responsible for the conduct of their family members and their guests at any official Club or Divisional function; and
  - 5.4.4. to respect the rights and privacy of Members and their Partners concerning the improper use of information in accordance with the Act.

## **6. ORGANISATION OF THE CLUB**

- 6.1. The Club shall consist of Divisions, the number of which shall be determined from time to time by the Executive Committee;
- 6.2. Upon joining, members shall be appointed to a Division by the Executive Committee. However, a member may at any time, on written application to and approval from both the Executive Committee and the Division Committee concerned, transfer to another Division.

## **7. OFFICE BEARERS**

- 7.1. The Office Bearers of the Club shall be:
  - 7.1.1. the President;
  - 7.1.2. the Secretary; and
  - 7.1.3. the Treasurer.
- 7.2. No more than two Office Bearers shall be from the one Division.
- 7.3. No Office Bearer shall hold office on a Divisional Committee.
- 7.4. All Office Bearers shall act in an honorary capacity.

## **8. MANAGEMENT OF CLUB**

- 8.1. The Club shall be administered by an Executive Committee consisting of:
  - 8.1.1. the Office Bearers;
  - 8.1.2. the Immediate Past President;
  - 8.1.3. the Divisional Vice-Presidents or the nominated representative from each Divisional Committee;
  - 8.1.4. the Activities Co-ordinator;.
- 8.2. The Immediate Past President shall have no voting rights on the Committee.
- 8.3. Any Office Bearer. or the Activities Co-ordinator, who is absent without reasonable excuse from three consecutive meetings of the Executive Committee shall cease to be a member of the Executive Committee thereof and a Special General Meeting of the Club shall be called to elect a replacement Officer in his / her stead.
- 8.4. Any Divisional Vice President who is absent without reasonable excuse from three consecutive meetings of the Executive Committee shall cease to be a member thereof and the particular Division shall elect a replacement to the Executive Committee.
- 8.5. The Executive Committee shall:
  - 8.5.1. have the power to fill any casual vacancy in the Office Bearers and / or the Activities Co-ordinator until a Special General meeting is held in accordance with the Act ;
  - 8.5.2. have the power to appoint Sub-committees as it deems necessary, and shall provide such Sub-committee with terms of reference as appropriate;
  - 8.5.3. have the power to employ a Manager for the Sorrento Foreshore Park on such terms and conditions as it deems fit; and

- 8.5.4. shall meet at approximately monthly intervals at such time and place as agreed, or via electronic means.
- 8.6. A quorum for an Executive Committee meeting shall be five persons, two of whom shall be Office Bearers.
- 8.7. The President shall chair all meetings of the Executive Committee. However, in the absence of the President, the meeting shall select a Chairperson from among the members present.
- 8.8. A member of the Executive Committee who is not physically present at an Executive Committee meeting may participate in the meeting by the use of technology that allows that committee member and the other committee members present at the meeting to clearly and simultaneously communicate with each other. For the purposes of this Rule, a committee member is taken to be present at the meeting and, if voting, is taken to have voted in person.

**9. DIVISIONAL COMMITTEE**

- 9.1. Each Division shall be administered by a Divisional Committee in accordance with policies as determined by the Executive.
- 9.2. Each Division shall elect a Divisional Committee consisting of:
  - 9.2.1. a Divisional Vice President who shall represent the Division on the Executive Committee;
  - 9.2.2. a Divisional Secretary; and
  - 9.2.3. a Divisional Treasurer; and
  - 9.2.4. a Divisional Marshal; and
  - 9.2.5. a Divisional Assistant Marshal.
- 9.3. All members of the Divisional Committee shall serve in an honorary capacity.
- 9.4. In the event of the inability of the Divisional Vice-President to represent the Division on the Executive Committee, the Divisional Committee may appoint a deputy from amongst its number.
- 9.5. In the event of more than one of the above positions being held by the one person, the number of such committee shall be increased by the corresponding number of those holding more than one office.
- 9.6. The Divisional Committee shall:
  - 9.6.1. have the power to fill any casual vacancy that might occur in the Committee;
  - 9.6.2. meet at approximately monthly intervals at such time and place as agreed, or by electronic means.
- 9.7. A quorum for a Divisional Committee meeting shall be three members;
- 9.8. Any member of the Divisional Committee who is absent without reasonable excuse from three consecutive meetings of the Divisional Committee shall cease to be a member thereof and the Division shall elect a successor in his / her stead.
- 9.9. A member of the Divisional Committee who is not physically present at a Divisional Committee meeting may participate in the meeting by the use

of technology that allows that committee member and the other committee members present at the meeting to clearly and simultaneously communicate with each other. For the purposes of this Rule, a committee member is taken to be present at the meeting and, if voting, is taken to have voted in person.

## **10. ACTIVITIES CO-ORDINATOR.**

- 10.1. The Activities Co-ordinator shall, in conjunction with the Divisional Marshals:
- 10.1.1. determine the dates for Divisional rallies and recommend same, by the January meeting of the Executive Committee, for adoption as the Club's Annual Rally Calendar; and
  - 10.1.2. confirm the dates and venues for the Rally Calendar as selected by the Divisional Committee ready for inclusion in the Spring issue of the Club newsletter, and
  - 10.1.3. shall meet with Divisional Marshals at least twice in any Rally Year and determine the appropriateness of parks for Rallies.
- 10.2. Any Club function (with the exception of Divisional functions or Sorrento activities) shall be co-ordinated by the Activities Co-ordinator.

## **11. DUTIES OF OFFICERS AND COMMITTEE PERSONS**

- 11.1. All Members and Partners serving on all Committees shall at all times exercise their powers and discharge their duties in good faith.
- 11.2. The President shall:
- 11.2.1. preside at all meetings of the Club;
  - 11.2.2. act as official spokesperson for the Club;
  - 11.2.3. liaise with other like organisations with similar aims for the benefit of Caravanning in general or this Club in particular;
  - 11.2.4. represent the Club on all official occasions; and
  - 11.2.5. may deputise one or more of the Executive to act on any of the aforementioned occasions.
- 11.3. The Club Secretary shall:
- 11.3.1. be responsible for maintaining accurate and full Minutes of proceedings at meetings of the Executive Committee and shall present same for confirmation by the Chairperson, with the approval of members of the Executive Committee at their next meeting;
  - 11.3.2. be responsible for maintaining accurate and full Minutes of all meetings of the Club and shall present same for confirmation by the Chairperson, with the approval of the members, at the next meeting of the Club;
  - 11.3.3. be custodian of the Common Seal of the Club. The Seal shall not be affixed to any Instrument except by the authority of the Executive Committee and the affixing of the Seal shall be attested by the signatures of any two of the Office Bearers. A register shall be maintained by the Secretary of all instances of the affixing of the Seal;

- 11.3.4. keep in his/her custody or under his/her control all books, documents and securities of the club and make these available to members for inspection at all reasonable times;
  - 11.3.5. maintain a Register of all relevant documents and securities and their location;
  - 11.3.6. keep and maintain a register of Members and their Partner (if applicable) in which shall be entered the full name, address, and date of joining and date of resignation of each Member and make the register available for inspection by Members or Partners at all reasonable times;
  - 11.3.7. convene all meetings of the Club as required;
  - 11.3.8. manage all correspondence of the Club;
  - 11.3.9. within thirty days of the Annual General Meeting of the Club, submit to the Registrar of Incorporated Associations a statement, in the prescribed form, containing such details as are required by the Associations Incorporation Reform Act, 2012;
  - 11.3.10. submit to the Registrar of Incorporated Associations all such documents and notices as are required by the Associations Incorporations Reform Act, 2012; and
  - 11.3.11. carry out any other duties which the Executive may direct.
- 11.4. The Club Treasurer shall:
- 11.4.1. be responsible for the collection and receipt of all monies received by the Club and shall pay such into the Club's bank account within seven days.
  - 11.4.2. be responsible for the management of the cash reserves and investments of the Club, as approved by the Executive Committee.
  - 11.4.3. keep true and accurate accounts and books showing the financial affairs of the Club with all details of all receipts and expenditures.
  - 11.4.4. make all payments of accounts as authorised by the Executive Committee.
  - 11.4.5. present a detailed financial statement at each meeting of the Executive Committee.
  - 11.4.6. present a detailed financial statement certified as correct by the Financial Review Committee including a statement of the assets and liabilities as at the end of the financial year of the Club to the Executive Committee of the Club, for their certification by the Club President and Club Secretary prior to submission to the Annual General Meeting and to the Registrar of Incorporated Associations .
  - 11.4.7. present a detailed Financial Statement and Statement of Assets certified as correct by the Financial Review Committee to the Annual general Meeting of the Club.
  - 11.4.8. make available to the Members and to the Financial Review Committee for inspection at any reasonable time all financial records and accounts;



- 11.4.9. maintain a Register of attendance of members / partners at rallies for trophy entitlement.
- 11.5. The Divisional Vice-Presidents shall
  - 11.5.1. represent their respective Divisions at meetings of the Executive Committee.
  - 11.5.2. chair all meetings of the Divisional Committee.
  - 11.5.3. act as liaison person between the Division and the Executive Committee,
  - 11.5.4. be responsible for the effective operation of the Division.
- 11.6. In the event of the absence of the Vice-President from a Divisional Committee Meeting, the meeting shall select from among their number a person to act as Chairman.
- 11.7. The Divisional Secretary shall:
  - 11.7.1. keep full and accurate Minutes of all Divisional Committee meetings and present same for confirmation by the Vice-President, with the approval of the Divisional Committee, at the next Divisional Committee meeting;
  - 11.7.2. attend to all Correspondence pertaining to the Divisional Committee;
  - 11.7.3. be responsible for the booking and confirmation of all Divisional rally venues;
  - 11.7.4. hold a current copy of the Constitution and By-laws and make them available to Members for inspection at any reasonable time; and
  - 11.7.5. perform such other duties as the Divisional Committee may require.
- 11.8. The Divisional Treasurer shall:
  - 11.8.1. collect all monies payable by members for rallies, social activities, sale of approved Club items, or any other purpose and, with the exception of rally expenses, pay such monies into the Club bank account within seven days of their receipt;
  - 11.8.2. within seven days of the rally present a statement of account to the Club Treasurer of all monies received and expended at each rally;
  - 11.8.3. present a statement of account to the Divisional Committee of all monies of the Division; and
  - 11.8.4. maintain a record of rally attendance of all Divisional members and provide a list of attendees at all Divisional rallies to the Club Treasurer.
- 11.9. The Divisional Marshal and / or the Assistant Marshal shall:
  - 11.9.1. conduct the rallies of the Division on the lines determined by the Divisional Committee and in accordance with the policies determined by the Executive Committee, and
  - 11.9.2. make a report of the Rally to the Activities Co-ordinator, in the required form, within seven days of the Rally.

## 12. **ELECTIONS**

### 12.1. Office Bearers and Committee Members

- 12.1.1. Eligibility for election to any Club or Divisional office is restricted to Members or their Partners.;
- 12.1.2. All Office Bearers of the Club shall retire annually. The President is eligible for election up to a maximum tenure of office of three (3) consecutive years. The Club Secretary and Club Treasurer are eligible for election up to a maximum tenure of office of five (5) consecutive years. At the conclusion of the Office Holder's maximum tenure of office, a break of at least three years shall expire before the relevant Office Holder becomes eligible for election to the same office. Notwithstanding, an Office Holder is eligible for election to another office other than that which was occupied.
- 12.1.3. The President, Club Secretary and Club Treasurer shall be, elected individually and in that order, at the Annual General Meeting.
- 12.1.4. Nomination papers for the office of President, Club Secretary and Club Treasurer shall be signed by the Nominator, Secunder and Nominee and shall be in the hands of the Club Secretary by the Tenth day of August of each year, to allow publication of such nominations in the Club Newsletter which shall be published and in the hands of Members at least twenty one days prior to the Annual General Meeting. Candidates may publish a short statement supporting their candidature in that Newsletter.
- 12.1.5. In the event of insufficient nominations for any of the above office-holder positions being received in accordance with clause 12.1.4 nominations may be taken at the Annual General Meeting.
- 12.1.6. In the event of two or more nominations being received for any one Office, elections shall be by secret ballot. However, if only one nomination shall be received for any one office, then that nominee shall be declared elected.

### 12.2. Divisional Committees

- 12.2.1. All members of Divisional Committees shall retire annually but shall be eligible for re-election.
- 12.2.2. Nomination papers for the positions of Divisional Vice-President, Divisional Secretary, Divisional Treasurer, Divisional Marshal and Divisional Assistant Marshal shall be signed by the Nominator, Secunder and Nominee and shall be in the hands of the Club Secretary at least seven days prior to the Annual General Meeting.
- 12.2.3. The Divisional Committee shall be elected individually, at the Annual General Meeting.
- 12.2.4. In the event that insufficient nominations are received for the Divisional Committee positions, nominations may be taken at the Annual General Meeting.
- 12.2.5. Nominations for any of the positions on the Divisional Committee shall only be received from members of the respective Division. Voting for

any positions on the Divisional Committee shall only be by members of that Division.

12.2.6. In the event of two or more nominations being received for any one position, elections shall be by secret ballot. However, if only one nomination is received for any one position, then that nominee shall be declared elected.

12.2.7. A member of a Division may hold more than one position on a Divisional Committee.

### 12.3. Activities Co-ordinator

12.3.1. The Activities Co-ordinator shall retire annually but shall be eligible for re-election.

12.3.2. Nomination papers for the position of Activities Co-ordinator signed by the Nominator, Secunder and Nominee shall be in the hands of the Club Secretary at least seven days prior to the Annual General Meeting.

12.3.3. In the event of two or more nominations being received, a secret ballot shall be held for the position. If only one nomination is received, then that nominee shall be declared elected.

12.3.4. In the event that insufficient nominations are received for the position of Activities Co-ordinator, nominations may be taken at the Annual General Meeting.

### 12.4. Financial Review Committee

12.4.1. The Financial Review Committee of the Club shall retire annually but shall be eligible for re-election.

12.4.2. Nomination papers for each of the two Review positions shall be signed by the Nominator, Secunder and Nominee and shall be in the hands of the Club Secretary at least seven days prior to the Annual General Meeting.

12.4.3. In the event that insufficient nominations are received for the Review positions, nominations may be taken at the Annual General Meeting.

12.4.4. In the event that more than the required numbers of nominations are received, a secret ballot shall be held. If only the required numbers of nominations are received then those nominees shall be declared elected.

## 13. **MEETINGS**

### 13.1. Annual General Meeting

13.1.1. The Annual General Meeting of the Club shall be held within three months of the end of the financial year of the Club. The ordinary business of such meeting shall be:

13.1.1.1. to confirm the Minutes of the preceding Annual General Meeting and of any Special General Meeting held since that meeting;

- 13.1.1.2. to receive the Reviewed statements of Income and Expenditure during the last financial year, together with a Reviewed Statement of Assets and Liabilities of the Club at the end of its financial year;
  - 13.1.1.3. to elect the Office Bearers, Divisional Committees, Activities Co-ordinator and two members of the Financial Review Committee;
  - 13.1.1.4. on recommendation of the Executive Committee, to set the Entrance Fee and the Annual Subscription of the Club for the ensuing year;
  - 13.1.1.5. to deal with any proposed amendment to this Constitution, notice of which has been given in accordance with Clause 13.1.2.;
  - 13.1.1.6. on recommendation of the Executive Committee, to ratify any changes to the By-laws; and
  - 13.1.1.7. to deal with any other matters brought forward by Members notice of which has been given in accordance with Clause 13.1.2.
- 13.1.2. At least twenty-one day's notice in writing of the time, date, place and the business to be transacted shall be given to all Members by mail. This shall be either by letter or by means of the Club newsletter. The accidental failure to give notice to any Member shall not invalidate any business transacted at the Meeting.
- 13.1.3. A quorum at the Annual General Meeting shall be ten percent of Members / Partners eligible to vote. If a quorum is not present within thirty minutes of the advertised starting time of the meeting, the meeting shall be adjourned to another date, time and place to be fixed by the Executive Committee for which the same period of notice and means of notice as aforementioned shall be given. If, at the adjourned meeting a quorum is not present thirty minutes after the advertised time, then the adjourned meeting shall lapse.
- 13.2. Special General Meetings.
- 13.2.1. Any meeting of the Club, other than the Annual General Meeting, shall be a Special General Meeting of the Club.
  - 13.2.2. The President and Secretary may call a Special General Meeting of the Club jointly, or by the requisition in writing by not less than five percent of those Members and / or partners eligible to vote at an Annual General Meeting.
  - 13.2.3. Where a Special General Meeting has been requested by Members, it must:
    - 13.2.3.1. state the objects of the Meeting, and
    - 13.2.3.2. be signed by the Members / Partners requesting the Meeting, and
    - 13.2.3.3. be sent to the Secretary at the registered address of the Club.

- 13.2.4. At least Twenty-One days notice in writing of the date, time, place and business to be transacted at the Special General Meeting shall be given to the Members by mail. This shall be either by letter or by means of the Club newsletter. The accidental failure to give notice to any Member shall not invalidate the business transacted at the meeting.
- 13.2.5. A Quorum at a Special General Meeting shall be ten percent of the total eligible votes. If a quorum is not present within thirty minutes of the advertised starting time of the meeting, the meeting shall be adjourned to another date, time and place to be fixed by the Executive Committee for which the same period of notice and means of notice as aforementioned shall be given. If, at the adjourned meeting, a quorum is not present thirty minutes after the advertised starting time, then the adjourned meeting shall lapse.
- 13.2.6. The business of any Special General Meeting shall not include any of the matters referred to in Clauses 13.1.1.1 to 13.1.1.7 inclusive, except that of amendments to this Constitution.
- 13.3. If the Executive Committee fails to convene a Special General Meeting within eight weeks of the date the requisition is sent to the Club Secretary, the Members making the requisition, or any of them, may convene a Special General Meeting within three months of that date. A Special General Meeting convened by Members in accordance with this clause shall be convened in as nearly as possible the same manner as provided in Clause 13.2.4 and all reasonable expenses incurred in convening such Meeting shall be refunded by the Club to the Members incurring the expenses.

#### **14. VOTING AT CLUB MEETINGS.**

- 14.1. For the purposes of voting on resolutions and other matters of the Club, it shall be deemed that each financial membership shall be entitled to two votes, one for the Member and one for the Partner. A Member or Partner attending alone may exercise two votes.
- 14.2. A Member or Partner shall not be entitled to vote at any General Meeting unless all monies due and payable by the Member to the Club have been paid.
- 14.3. Votes at meetings of the Club shall be given personally. There shall be no Proxy voting.
- 14.4. The Chairperson of the Meeting shall be entitled to a deliberative vote, provided it is cast before the result is known, as well as a casting vote. In the event of an equality of voting on a question, it shall be resolved so as to preserve the status quo.
- 14.5. Voting on all Resolutions at all Meetings of the Club shall be by show of hands, and, apart from those resolutions requiring a particular majority, shall be carried by a simple majority. However, a poll may be demanded by any Member or their Partner. The resolution of the poll shall be deemed a resolution of the Meeting on that question.

14.6. A declaration by the Chairperson that a resolution has been:

- 14.6.1. carried; or
- 14.6.2. carried unanimously; or
- 14.6.3. carried by a particular majority; or
- 14.6.4. lost; and

an entry to that effect is recorded in the Minute Book of the Club is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

## **15. FINANCE**

- 15.1. The Club Financial Year shall be from the first day in September of one year until the last day of August in the next.
- 15.2. A Financial Statement and a Statement of Assets and Liabilities for the previous Club Financial Year certified as correct by the Financial Review Committee shall be presented to the Annual General Meeting.
- 15.3. Account(s) in the name of the R.A.C.V. Caravan Club of Victoria, Inc. shall be opened at the Bank(s) or other Financial Institutions as selected by the Executive Committee from time to time;
- 15.4. The Club shall register with those Bank (s) or Financial Institutions the signatures of the Office Bearers and the Divisional Treasurers. All accounts for payment shall be passed for payment at meetings of the Executive Committee. Where practicable, all payments shall be made by Cheque and signed by any two of the Office bearers or by an Office bearer and one of the Divisional Treasurers.
- 15.5. The funds of the Club shall be derived from:
  - 15.5.1. entrance fees,
  - 15.5.2. annual Subscriptions,
  - 15.5.3. donations, and
  - 15.5.4. such other sources as the Executive Committee may determine.
- 15.6. No land or buildings or other real estate shall be purchased or disposed of, or leases entered into by the Club, with the exception of the Lease / Occupancy Agreement governing the Sorrento Foreshore Park, unless such purchase, disposal, or lease has previously been authorised by a seventy five percent majority of eligible votes cast attending a Special General Meeting called for the purpose of dealing with such proposals. In respect of the Sorrento Foreshore Lease / Occupancy Agreement, the Executive Committee is empowered until a Special General Meeting is called for the purpose of cancelling such Lease / Occupancy Agreement or the circumstances governing foreshore leases change, to enter into a Lease / Occupancy Agreement for the Sorrento Foreshore Park under such arrangements as it sees fit, without further recourse to Members.

15.7. No funds of the Club shall be advanced or donated to any other Club or Society or used for the purpose of purchasing an interest therein either directly or indirectly unless such advance or donation has previously been authorised by a seventy five percent majority of eligible votes cast attending a Special General Meeting called for the purpose of dealing with such proposals.

## **16. DISCIPLINE, SUSPENSION AND EXPULSION**

- 16.1. A Member or Partner who is charged with wilfully infringing any of the Constitution or By-laws of the Club, or with dishonourable conduct, or with acting in a manner prejudicial to the interests of the Club, shall be notified in writing of the charges brought by the Executive Committee and requested to explain the conduct.
- 16.2. If the Executive Committee accepts the Member or Partner's explanation then the matter shall be closed and no further action taken. In the event of a Member or Partner so charged neglecting to give an explanation within seven days of the receipt of such notice, or the explanation being deemed unsatisfactory by the Executive Committee, then the Executive Committee shall immediately appoint an investigation committee consisting of three non-executive committee members.
- 16.3. The investigation committee shall investigate the charge or charges laid against the member or partner, who shall be invited to attend before such committee to answer such charge or charges. The investigation committee shall report their findings to the Executive Committee as soon as practicable after the investigation is complete.
- 16.4. Should the report of the investigation committee exonerate the member or partner, no further action will be taken. But should the investigation committee find the member or partner guilty of the offence, the Investigative Committee may recommend:
- 16.4.1. censure, or
  - 16.4.2. suspension for a particular period, or
  - 16.4.3. expulsion from the Club,
- as the gravity of the offence may seem to require. The Executive Committee shall have the power to give effect to the recommendation of the investigation committee.
- 16.5. Any member or partner who is expelled from the Club shall forfeit all rights and claims upon the Club and the property and funds of the Club including any trophies that may be due to that member or partner

## **17. DISPUTES AND MEDIATION**

- 17.1. Where a dispute arises between the Club, members, partners, or any combination thereof, the procedures set out in this Rule shall apply.
- 17.2. The parties to the dispute should meet and discuss the matter and, if possible, resolve the matter within fourteen days after the dispute comes to the attention of all the parties.
- 17.3. If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then either one or both the parties shall notify the President of the details of the dispute in writing. The President shall, within twenty-one days, arrange a meeting of the parties and a Mediator.
- 17.4. The Mediator must be a person chosen by agreement between the parties, or, in the absence of agreement:
  - 17.4.1. in the case of a dispute between two members, two partners, or any other grouping, a person chosen by the Executive Committee, or
  - 17.4.2. in the case of a dispute between a member or partner and the Club, a person who is a Mediator appointed or employed by the Dispute Settlement Centre of Victoria (Department of Justice).
- 17.5. A member of the Club can be a Mediator.
- 17.6. The Mediator cannot be a member or partner who is a party to the dispute.
- 17.7. The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- 17.8. The Mediator, in conducting the mediation, must:
  - 17.8.1. give the parties to the mediation process every opportunity to be heard; and
  - 17.8.2. allow due consideration by all parties of any written statement submitted by any party; and
  - 17.8.3. ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- 17.9. The Mediator must not determine the dispute.
- 17.10. If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the provisions of the Associations Incorporation Reform Act, 2012, otherwise at law.

## **18. AMENDMENTS TO CONSTITUTION**

- 18.1. This Constitution and Statement of Purposes may only be amended by a Special Resolution passed by seventy five per cent of those votes cast in person at a Special General Meeting called for such purpose, of which notice has been given in accordance with Clause 13.2.4, or, as part of the ordinary business at an Annual General Meeting, notice of which has been given in accordance with Clause 13.1.2.



## **19. BYLAWS**

- 19.1. The Executive shall have the power to make By-laws for the general operation of the Club and any By-laws so made between Annual General Meetings shall have effect until the next Annual General Meeting where they shall be brought forward to those members and partners present for ratification.
- 19.2. In the event that Members and Partners voting at the meeting do not ratify such By-laws, they shall be null and void.
- 19.3. In the event that the Members and Partners voting at the meeting ratify such By-laws, then they shall become approved By-laws of the Club and binding on all members.
- 19.4. The approved By-laws of the Club, or any of them, may be rescinded at an Annual General Meeting of the Club, provided notice is given in accordance with Clause 13.1.2.

## **20. DISSOLUTION**

- 20.1. The Club may be dissolved or wound up by a special resolution passed by seventy five per cent of those votes cast in person at a Special General Meeting convened especially for that purpose.
- 20.2. A quorum for such Special General Meeting shall be not less than thirty per cent of the eligible votes of the Club.
- 20.3. If a quorum is not present within thirty minutes of the advertised starting time of the meeting, the meeting shall be adjourned to another date, time and place to be fixed by the Executive for which the same period of notice and means of notice as in Clause 13.1.2 shall be given. If, at the adjourned meeting, a quorum is not present thirty minutes after the advertised starting time, then the adjourned meeting shall lapse.
- 20.4. Upon a resolution for dissolution being passed, all assets of the Club, after discharging all liabilities, shall be distributed to such like-minded Caravanning bodies as the meeting may determine.
- 20.5. In the case of other than voluntary dissolution the provisions of the Associations Incorporation Reform Act, 2012, shall apply.

# R.A.C.V. Caravan Club of Victoria Inc.

## By-laws

### 1. RALLY ATTENDANCE RULES

- 1.1. Unless excepted under following Clauses, Members / Partners shall normally attend the Rallies of the Division to which they have been allocated.
- 1.2. The Office Bearers of the Club (see Constitution Clause 7) and the Activities Co-ordinator may attend the Rally of any Division of the Club.
- 1.3. Members / Partners may attend a Rally other than their own Division providing that permission to attend is requested of the Divisional Secretary of the Division to be visited at least 28 days in advance of the Rally. Members / Partners who live outside a radius of 60 km. of the Melbourne G.P.O. will be given preference to attend a rally that is closer to their place of residence than the rally of their own division. The Divisional Secretary shall inform the Member / Partner of the decision.

### 2. RALLY ATTENDANCE CREDITS

- 2.1. Rally Attendance Credits are awarded to Members / Partners in recognition of their attendance at Club Rallies. To gain Rally attendance credits the Member / Partner shall:
  - 2.1.1. In the case of an ordinary (two day) weekend, be in attendance in a Caravan overnight on the Saturday night.
  - 2.1.2. In the case of a long (three day) weekend, be in attendance in a Caravan overnight on the Saturday night or the Sunday night where the Monday is a public holiday, or the Friday night or the Saturday night where the Friday is a public holiday.
  - 2.1.3. In the case of Easter, be in attendance in a Caravan overnight on at least two consecutive nights, one of which must be the Saturday night.
  - 2.1.4. Have paid the appropriate fees as determined from time to time by the Division in accordance with clauses 2.1.2, & 2.1.3 as applicable. All such fees shall be paid to the Divisional Treasurer.
  - 2.1.5. The term "in a Caravan" referred to in the preceding Clauses refers to the Members / Partners Caravan which shall be towed to the Rally site. Subject to application to, and approval by, the Executive, the Member / Partner may in special circumstances use a replacement Caravan or alternative on-site accommodation.
- 2.2. Where Members / Partners share a Caravan only one Member / Partner shall be credited with attendance at that Rally.

2.3. In the case of Members / Partners participating in an approved tour encompassing one or more Rallies, the following conditions, as well as those contained in Clauses 2.1.1; 2.1.2; 2.1.3; 2.1.4; as applicable, shall apply:

- 21.3.1. Application for an approved tour by any two or more Members/ Partners shall be made in writing to the Secretary, by a tour coordinator nominated by the tour members, at least four weeks prior to the desired starting date of the tour, and, prior to commencement of the tour, Executive approval is received.
- 2.3.2. The tour shall exceed four hundred kilometres radius of the Melbourne G.P.O., and include at least one rally weekend and either the weekend prior to or the weekend after the rally.
- 2.3.3. Members / Partners shall be free to determine their own routes and itineraries but must come together with the other tour participants on the scheduled Rally week-end(s).
- 2.3.4. The nominated tour coordinator shall maintain a record of attendance of all Members / Partners at the Rally and, on completion of the approved tour, submit a report to the Executive for inclusion in the Newsletter, of the Members / Partners participating and their itineraries as appropriate.

### **3. RALLY ATTENDANCE TROPHIES**

3.1. For continuous attendance at Rallies, Members / Partners shall be eligible for the following trophies:

- 3.1.1. For attendance at all Rallies in a Rally attendance year:-- a suitable trophy to be awarded,
- 3.1.2. For attendance at all Rallies for a second and consecutive rally attendance years thereafter:-- a suitable trophy to be awarded,
- 3.1.3. For attendance at all Rallies over a three year continuous Rally attendance year period:-- an engraved Plaque. In the case where a Member / Partner completes further periods of three continuous years, the Plaque may be suitably endorsed, if the Member / Partner so desires.
- 3.1.4. For attendance at all Rallies for a ten continuous year period:-- a trophy chosen by the Member / Partner, to a value as determined by the Executive and suitably engraved.
- 3.1.5. For attendance at fifty Rallies, whether continuous or not: -- a suitably engraved Plaque. The initial fifty Rallies total shall commence from May 1975.
- 3.1.6. For attendance at twenty five Rallies, whether continuous or not: -- a suitably worded certificate. The initial twenty five Rallies total shall commence from May 1975.
- 3.1.7. The Rally attendance year shall commence with the September Rally in one year and conclude with the August Rally of the following year, in line with the Club year.

4. **PETS AT RALLIES**

23.1. With the exception of guide dogs, Members / Partners are not permitted to take dogs or cats to Rallies.

5. **RALLY CANCELLATION**

24.1. At any time a state of emergency is declared, Rallies are automatically cancelled.

24.2. If the Government introduces petrol rationing, Rallies will be cancelled during the period of rationing.

24.3. Should there be any emergency situation which may cause a Rally to be cancelled it will be confirmed in "The Age" and the "Herald- Sun" Public Notices columns on the two days preceding the Rally.