

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. MEMBERSHIP

- 3.1. Membership shall be open to any person who is:
- 3.1.1. A member of any of the membership categories of the Royal Automobile Club of Victoria (RACV) Ltd. ACN004060833; and
 - 3.1.2. An owner or user of an approved 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
 - 3.1.3. Admitted to membership by the Executive on application; and
 - 3.1.4. Has paid the entrance fee and annual subscription as determined from time to time by the Executive, all such fees payable in advance.
- 3.2. The Executive 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.
- 3.2.1 Any submission for life membership must be in writing, signed by the nominator 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 Executive and other Committees (including periods of service, by position/committee, etc) and/or full details of other Meritorious Service to the Club.

- 3.3. All members shall receive a copy of the current Constitution and By-laws on joining.
- 3.4. Membership of the Club:
 - 3.4.1. Is not capable of being transferred or transmitted to another person.
 - 3.4.2. Ceases on resignation or death.
 - 3.4.3. Ceases when a Member's subscription is overdue by more than three calendar months. If the overdue subscription is paid prior to the elapse of three calendar months from the due date, no new entrance fee is payable. If, however, 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. ORGANISATION OF CLUB

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

5. OFFICE BEARERS

- 5.1. The Office Bearers of the Club shall be:
 - 5.1.1. the President,
 - 5.1.2. the Secretary, and
 - 5.1.3. the Treasurer.
- 5.2. No more than two Office Bearers shall be from the one Division.
- 5.3. No Office Bearer shall hold office on a Divisional Committee.
- 5.4. All Office Bearers shall act in an honorary capacity.

6. MANAGEMENT OF CLUB.

- 6.1. The Club shall be administered by an Executive consisting of:
 - 6.1.1. the Office Bearers;
 - 6.1.2. the Immediate Past President;
 - 6.1.3. the Divisional Vice-Presidents or the nominated representative from

each Divisional Committee;

- 6.1.4. the Activities Director.
- 6.2. The Immediate Past President shall be a member of the Executive as of right but shall have no voting rights on the Executive.
- 6.3. Any member of the Executive who is absent without reasonable excuse from three consecutive meetings of the Executive shall cease to be a member thereof.
- 6.4. The Executive shall have the power to fill any casual vacancy in the Office Bearers and / or the Activities Director.
- 6.5. The Executive shall have the power to appoint Sub-committees as it deems necessary, and shall provide such Sub-committee with terms of reference as appropriate.
- 6.6. The Executive shall have the power to employ a Manager for the Sorrento Foreshore Park on such terms and conditions as it deems fit.
- 6.7. The Executive shall meet at approximately monthly intervals at such time and place as agreed.
- 6.8. A quorum for an Executive meeting shall be five persons, two of whom shall be Office Bearers.
- 6.9. The President shall chair all meetings of the Executive. However, in the absence of the President, the meeting shall select a Chairperson from among the members present.

7. DIVISIONAL COMMITTEE

- 7.1. Each Division shall be administered by a Divisional Committee in accordance with policies as determined by the Executive.
- 7.2. Each Division shall elect a Divisional Committee consisting of:
 - 7.2.1. a Divisional Vice President who shall represent the Division on the Executive
 - 7.2.2. a Divisional Secretary;
 - 7.2.3. a Divisional Treasurer;
 - 7.2.4. a Divisional Marshal; and
 - 7.2.5. a Divisional Assistant Marshal.
- 7.3. All members of the Divisional Committee shall serve in an honorary capacity.
- 7.4. In the event of the inability of the Divisional Vice-President to represent the Division on the Executive, the Divisional Committee may appoint a deputy from amongst its number.
- 7.5. 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.

- 7.6. The Divisional Committee shall have the power to fill any casual vacancy that might occur in the Committee.
- 7.7. The Divisional Committee shall meet at approximately monthly intervals at such time and place as agreed.
- 7.8. A quorum for a Divisional Committee meeting shall be three members.
- 7.9. Any member of the Divisional Committee who is absent without reasonable excuse from three consecutive meetings of the Committee shall cease to be a member thereof.

8. ACTIVITIES DIRECTOR

- 8.1. The Activities Director shall meet with the Divisional Marshals:
 - 8.1.1. at approximately monthly intervals at such time and place as might be most convenient;
 - 8.1.2. to determine the dates and venues for Divisional rallies and to recommend same to the Executive for adoption as the Club's annual rally program; and
 - 8.1.3. to determine, in conjunction with the Divisional Marshals, the appropriateness of parks for rallies.
- 8.2. Any social program or activity of or for the Club shall be co-ordinated by the Activities Director.

9. DUTIES OF OFFICERS AND COMMITTEE PERSONS

- 9.1. The President:
 - 9.1.1. shall preside at all meetings of the Club;
 - 9.1.2. shall act as official spokesperson for the Club;
 - 9.1.3. shall liaise with other like organisations with similar aims for the benefit of Caravanning in general or this Club in particular;
 - 9.1.4. shall represent the Club on all official occasions; and
 - 9.1.5. may deputise one or more of the Executive to act on any of the aforementioned occasions.
- 9.2. The Secretary shall:
 - 9.2.1. Be responsible for maintaining accurate and full Minutes of proceedings at meetings of the Executive and shall present same for confirmation by the Chairperson, with the approval of members of the Executive at their next meeting.
 - 9.2.2. 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.

- 9.2.3. 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 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.
 - 9.2.4. Keep in his custody or under his control all books, documents and securities of the club and make these available to members for inspection at all reasonable times.
 - 9.2.5. Maintain a Register of all relevant documents and securities and their location.
 - 9.2.6. Keep and maintain a register of members in which shall be entered the full name, address, and date of entry of the name of each member and make the register available for inspection by members at all reasonable times at the address of the Public Officer.
 - 9.2.7. Convene all meetings of the Club as required.
 - 9.2.8. Manage all correspondence of the Club.
 - 9.2.9. Any other duties which the Executive may direct.
- 9.3. The Treasurer shall:
- 9.3.1. be responsible for the collection and receipt of all monies due to the Club and shall pay such into the Club's bank account within seven days;
 - 9.3.2. be responsible for the management of the cash reserves and investments of the Club, as approved by the Executive;
 - 9.3.3. keep true and accurate accounts and books showing the financial affairs of the Club with all details of all receipts and expenditures;
 - 9.3.4. make all payments of accounts as authorised by the Executive;
 - 9.3.5. present a detailed financial statement at each meeting of the Executive;
 - 9.3.6. present a detailed and audited financial statement to the Annual General Meeting of the Club, including a statement of the assets and liabilities as at the end of the financial year of the Club,
 - 9.3.7. make available to the Members and to the Auditors for inspection at any reasonable time all financial records and accounts; and
 - 9.3.8. maintain a Register of attendance of members / partners at rallies for trophy entitlement.
- 9.4. The Divisional Vice-Presidents shall:
- 9.4.1. Represent their respective Divisions at meetings of the Executive.
 - 9.4.2. Chair all meetings of the Divisional Committee. In the event of the absence of the Vice - President, the meeting shall select from among their number a person to act as Chairman.
 - 9.4.3. Act as liaison person between the Division and the Executive.

- 9.4.4. Be responsible for the effective operation of the Division.
- 9.5. The Divisional Secretary shall:
 - 9.5.1. keep full and accurate Minutes of all Divisional Committee meetings and present same for confirmation by the Vice - President, with the approval of the Committee, at the next Committee meeting;
 - 9.5.2. attend to all Correspondence pertaining to the Divisional Committee;
 - 9.5.3. be responsible for the booking and confirmation of all Divisional rally venues;
 - 9.5.4. hold a current copy of the Constitution and By-laws and make them available to Members for inspection at any reasonable time; and
 - 9.5.5. perform such other duties as the Divisional Committee may require.
- 9.6. The Divisional Treasurer shall:
 - 9.6.1. 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;
 - 9.6.2. within seven days of the rally present a statement of account to the Treasurer of all monies receipted and expended at each rally;
 - 9.6.3. present a statement of account to the Divisional Committee of all monies of the Division; and
 - 9.6.4. maintain a record of rally attendance of all Divisional members and provide a list of attendees at all Divisional rallies to the Club Treasurer.
- 9.7. The Divisional Marshal and / or the Assistant Marshal shall:
 - 9.7.1. conduct the rallies of the Division on the lines determined by the Divisional Committee and in accordance with the policies determined by the Executive.

10. ELECTIONS

10.1. Office Bearers

- 10.1.1. All Office Bearers of the Club shall retire annually but are eligible for re-election up to a maximum tenure of office of three consecutive years, after which a break of at least three years shall expire before the office holder becomes eligible for election to the same office. Notwithstanding, an office holder is eligible for election to another office than that which was occupied.

All references in the Constitution to, “all Office Bearers of the Club retiring annually but being eligible for re-election up to a maximum tenure of office of three consecutive years”, Shall deem the period 1 March 2006 to 31 August 2007 as being “one (Financial) Year”.

- 10.1.2. The President, Secretary and Treasurer shall be elected, individually

and in that order, at the Annual General Meeting.

- 10.1.3. Nomination papers for the office of President, Secretary and Treasurer shall be signed by the Nominator, Secunder and Nominee and shall be in the hands of the Secretary by the Tenth day of August of each year, commencing with the 18 month financial year ending 31 August 2007, 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.
- 10.1.4. In the event of insufficient nominations for any of the above office-holder positions being received in accordance with clause 10.1.3, nominations may be taken at the Annual General Meeting.
- 10.1.5. 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.

10.2. Divisional Committees.

- 10.2.1. All members of Divisional Committees shall retire annually but shall be eligible for re-election.

All references in the constitution to, “Members of Divisional Committees” of the Club” retiring annually but being eligible for re-election”, shall deem the period 1 March 2006 to 31 August 2007 as being “one (financial) year”.

- 10.2.2. Nomination papers for the positions of Divisional Vice-President, Divisional Secretary, Divisional Treasurer, Divisional Marshal and Assistant Marshal shall be signed by the Nominator, Secunder and Nominee and shall be in the hands of the Secretary at least seven days prior to the Annual General Meeting.
- 10.2.3. The Divisional Committee shall be elected individually, at the Annual General Meeting.
- 10.2.4. In the event that insufficient nominations are received for the Divisional Committee positions, nominations may be taken at the Annual General Meeting.
- 10.2.5. 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.
- 10.2.6. 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.
- 10.2.7. A member of a Division may hold more than one position on a Divisional Committee.

10.3. Activities Director

10.3.1. The Activities Director shall retire annually but shall be eligible for re-election.

All references in the constitution to “The Activities Director ” retiring annually but being eligible for re-election”, shall deem the period 1 March 2006 to 31 August 2007 as being “one (financial) year”.

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

10.3.3. 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.

10.3.4. In the event that insufficient nominations are received for the position of Activities Director, nominations may be taken at the Annual General Meeting.

10.4. Honorary Auditors.

10.4.1. The Honorary Auditors of the Club shall retire annually but shall be eligible for re-election.

All references in the constitution to, “Honorary Auditors of the Club” retiring annually but being eligible for re-election”, shall deem the period 1 March 2006 to 31 August 2007 as being “one (financial) year”.

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

10.4.3. In the event that insufficient nominations are received for the Honorary Auditors positions, nominations may be taken at the Annual General Meeting.

10.4.4. 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.

11. PUBLIC OFFICER.

- 11.1. The Public Officer of the Club may hold any other Office or position in the Club.
- 11.2. The Public Officer shall, 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 Act, 1981 (As Amended).
- 11.3. The Public Officer shall submit to the Registrar of Incorporated Associations all such documents and notices as are required by the Associations Incorporations Act, 1981 (As Amended).
- 11.4. Should the position of Public Officer become vacant for any reason, the Executive shall, within fourteen days, appoint a person to the position and notify the Registrar of Incorporated Associations of such new appointment. The new appointment shall be ratified at the next Annual General Meeting of the Club.

12. MEETINGS.

- 12.1. Annual General Meeting
 - 12.1.1. 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 :
 - 12.1.1.1. to confirm the Minutes of the preceding Annual General Meeting and of any Special General Meeting held since that meeting;
 - 12.1.1.2. to receive the audited statements of income and expenditure during the last financial year, together with an audited statement of assets and liabilities of the Club at the end of its financial year;
 - 12.1.1.3. to elect the Office Bearers, Divisional Committees, Activities Director, and two Auditors;
 - 12.1.1.4. on recommendation of the Executive, to appoint the Public Officer of the Club;
 - 12.1.1.5. on recommendation of the Executive, to set the Entrance fee and the Annual subscription of the Club for the ensuing year;
 - 12.1.1.6. to deal with any proposed amendment to this Constitution, notice of which has been given in accordance with Clause 12.1.2;
 - 12.1.1.7. on recommendation of the Executive, to ratify any changes to the By – laws; and
 - 12.1.1.8. to deal with any other matters brought forward by

Members notice of which has been given in accordance with Clause 12.1.2.

- 12.1.2. 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.
- 12.1.3. A quorum at the Annual General Meeting shall be twenty-five Members 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 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.
- 12.1.4. The President of the Club shall chair the Annual General Meeting. However, in the absence of the President, the longest serving Divisional Vice-President present shall take the chair.

12.2. Special General Meetings.

- 12.2.1. Any meeting of the Club, other than the Annual General Meeting, shall be a Special General Meeting of the Club.
- 12.2.2. 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 eligible to vote at an Annual General Meeting.
- 12.2.3. Where a Special General Meeting has been requested by Members, it must
 - 12.2.3.1. state the objects of the Meeting, and
 - 12.2.3.2. be signed by the Members requesting the Meeting, and
 - 12.2.3.3. be sent to the Secretary at the registered address of the Club.
- 12.2.4. At least Twenty-One days notice in writing of the date, time, place and business to be transacted of 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.
- 12.2.5. A Quorum at a Special General Meeting shall be twenty-five Members present and 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 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.

12.2.6. The business of any Special General Meeting shall not include any of the matters referred to in Clauses 12.1.1.1 to 12.1.1.7 inclusive, except that of amendments to this Constitution.

12.2.7. If the Executive fails to convene a Special General Meeting within four weeks of the date the requisition is sent to the 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 12.2.3 and all reasonable expenses incurred in convening such Meeting shall be refunded by the Club to the Members incurring the expenses.

13. VOTING.

13.1. For the purposes of voting on resolutions and other matters of the Club, it shall be deemed that each paid 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.

13.2. Member 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.

13.3. Votes at meetings of the Club shall be given personally. There shall be no Proxy voting.

13.4. 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.

13.5. 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 not less than five Members at that Meeting. The resolution of the poll shall be deemed a resolution of the Meeting on that question.

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

13.6.1. carried; or

13.6.2. carried unanimously ; or

13.6.3. carried by a particular majority ; or

13.6.4. 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.

14. FINANCE.

- 14.1. The financial year of the Club shall be from the first day in September of one year until the last day of August in the next. (Thus, the first period of Financial Year change would cover an 18 month period from 1 March 2006 until 31 August 2007 and thereafter. 12 month periods).
- 14.2. An audited financial statement and a statement of assets and liabilities for the previous financial year shall be presented to the Annual General Meeting.
- 14.3. A Bank account or accounts in the name of the R.A.C.V. Caravan Club of Victoria, Inc. shall be opened at the Bank or Banks selected by the Executive.
- 14.4. The Club shall register with the Bank (s) the signatures of the Office Bearers and the Divisional Treasurers. All accounts for payment shall be passed for payment at meetings of the Executive. 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.
- 14.5. The funds of the Club shall be derived from:
 - 14.5.1. entrance fees,
 - 14.5.2. annual Subscriptions,
 - 14.5.3. donations, and
 - 14.5.4. such other sources as the Executive may determine.
- 14.6. 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 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 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.
- 14.7. 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 attending a Special General Meeting called for the purpose of dealing with such proposals.

15. DISCIPLINE, SUSPENSION AND EXPULSION.

- 15.1. 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 and requested to explain the conduct.

- 15.2. If the Executive 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 of the explanation being deemed unsatisfactory by the Executive, then the Executive shall immediately appoint an investigation committee.
- 15.3. 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 as soon as practicable after the investigation is complete.
- 15.4. 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 Committee may recommend:
 - 15.4.1. censure, or
 - 15.4.2. suspension for a particular period, or
 - 15.4.3. expulsion from the Club,as the gravity of the offence may seem to require.
- 15.5. The Executive shall have the power to give effect to the recommendation of the investigation committee.
- 15.6. 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

16. DISPUTES AND MEDIATION.

- 16.1. Where a dispute arises between the Club, members, partners, or any combination thereof, the procedures set out in this Rule shall apply.
- 16.2. 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.
- 16.3. 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.
- 16.4. The Mediator must be a person chosen by agreement between the parties, or, in the absence of agreement:

- 16.4.1. in the case of a dispute between two members, two partners, or any other grouping, a person chosen by the Executive, or
- 16.4.2. 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).
- 16.5. A member of the Club can be a Mediator.
- 16.6. The Mediator cannot be a member or partner who is a party to the dispute.
- 16.7. The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- 16.8. The Mediator, in conducting the mediation, must:
 - 16.8.1. give the parties to the mediation process every opportunity to be heard; and
 - 16.8.2. allow due consideration by all parties of any written statement submitted by any party; and
 - 16.8.3. ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- 16.9. The Mediator must not determine the dispute.
- 16.10. 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 Act, 1981 (As Amended) otherwise at law.

17. AMENDMENTS TO CONSTITUTION

- 17.1. 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 12.2.4, or, as part of the ordinary business at an Annual General Meeting, notice of which has been given in accordance with Clause 12.1.2.

18. BYLAWS.

- 18.1. 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 present for ratification.
- 18.2. In the event that Members voting at the meeting do not ratify such By-laws, they shall be null and void.
- 18.3. In the event that the Members voting at the meeting ratify such By-laws, then they shall become approved By-laws of the Club and binding on all members.
- 18.4. 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 12.1.2.

19. DISSOLUTION.

- 19.1. 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. A quorum for such Special Meeting shall be not less than thirty per cent of the membership at the time of calling the Meeting.
- 19.2. Upon a resolution for dissolution being passed, all assets of the Club, after discharging all liabilities, shall be distributed to each paid membership (including Life Members) in the following manner:
 - 19.2.1. For an initial minimum completed period of five years of membership, one share, plus one share for each completed year of membership.
- 19.3. In the case of other than voluntary dissolution the provisions of the Associations Incorporation Act, 1981 (As Amended) shall apply.

R.A.C.V. Caravan Club, 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 Clause 5) and the Activities Director 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.
- 1.4. In the case of the January, February and March Rallies, attendance at the Club site at Sorrento for these Rallies shall be as though the Member / Partner had attended their own Divisional Rally, provided that the Member / Partner is in attendance at Sorrento for the Rally and either the week-end prior to or the week-end after the Rally, and signs the Rally Attendance Book as required in each instance.

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, 2.1.2, & 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:
 - 2.3.1. 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 Club Teaspoon,
 - 3.1.2. For attendance at all Rallies for a second and consecutive rally attendance years thereafter(s):-- 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 fifty Rallies total shall commence from May 1975.
- 3.1.7. The Rally attendance year shall commence with the March Rally in one year and conclude with the February Rally of the following year, in line with the Club year.

4. PETS AT RALLIES.

- 4.1. With the exception of guide dogs, Members / Partners are not permitted to take Dogs or Cats to Rallies.

5. RALLY CANCELLATION.

- 5.1. At any time a state of emergency is declared, Rallies are automatically cancelled.
- 5.2. If the Government introduces petrol rationing, Rallies will be cancelled during the period of rationing.
- 5.3. 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.

6. SORRENTO SITE ALLOCATION.

- 6.1. Applications for Sites.
 - 6.1.1. Applications for the booking of sites at the Club Park at Sorrento shall be made by the closing date specified on the Application form contained in the winter edition of the Club Newsletter. Applicants will be notified of the site allocated, together with any monies owing, by the Thirtieth of September or as soon as practicable thereafter.
 - 6.1.2. Applications for sites shall be registered in order of receipt.

- 6.1.3. Unallocated sites, with their period (s) of vacancy, shall be notified to the Divisions for inclusion on their Notice Boards for the information of the Members. Members wishing to book unallocated sites shall apply, with payment, to the Treasurer until the Park Manager is in residence. After this time, applications and payments shall be made direct to the Park Manager.
- 6.2. Site Allocation Sub-committee.
 - 6.2.1. The Executive shall form, each year, a sub-committee to allocate sites at the Club Park at Sorrento.
 - 6.2.2. The sub-committee shall consist of three members of Executive, one of whom shall be the Treasurer.
 - 6.2.3. The sub-committee shall have the power to co-opt Club members should the need for special advice arise.
- 6.3. Site Allocation Criteria.
 - 6.3.1. Allocation of sites shall be based on the following:
 - 6.3.1.1. Number of Rally Attendance Credits during the current year September to August,
 - 6.3.1.2. Over-all length of Caravan, including fold-outs and Annexe extensions.
 - 6.3.2. In the event that members apply for the same site for the same period, allocation criteria shall be in order:
 - 6.3.2.1. Rally Attendance Credits back to a maximum of three years, prior to the current year.
 - 6.3.2.2. Duration of booking.
- 6.4. Details of site allocation shall be recorded by the Treasurer on the Application form, which shall be retained in case of query until the close of the Season.

7. SORRENTO PARK REGULATIONS

- 7.1. Members must ensure that their families, guests and day visitors observe these Park Regulations at all times.
- 7.2. Cars, Caravans, Trailers or Boats are parked at owner's risk.
- 7.3. Only Caravans as defined in Clause 3.1.2 of the Constitution shall be used on site.
- 7.4. No tent or marquee, other than those expressly authorised by the Park Manager shall be used on site.

- 7.5. Sleeping in vehicles is prohibited at all times.
- 7.6. Equipment such as annexes, awnings, guy ropes and pegs, etc. shall not extend beyond the boundaries of the allocated site.
- 7.7. Unauthorised lopping of branches or removal of trees is prohibited. Authority to lop or remove branches or trees is delegated to the Park Manager.
- 7.8. Hammocks shall not be suspended or attached to trees.
- 7.9. Guy ropes shall not be attached to trees.
- 7.10. Boat trailers shall only be parked in the space allocated. No boat or its trailer shall be parked outside the designated area unless by the express permission of the Park Manager.
- 7.11. Visitor's cars shall be parked only where directed by the Park Manager or parked outside the Park area.
- 7.12. Dogs and Cats belonging to Members or their visitors are not permitted on the Park site. The Park Manager is authorised to request the removal of the animal and / or the vacating of the site.
- 7.13. Sites or Caravans shall not be sub-let or loaned and are not transferable. It is expected that the Member / Partner to whom the site is allocated will be in attendance whenever the Caravan is occupied.
- 7.14. Sites are not available for occupancy before 12.00 noon on the commencement day of the booking.
- 7.15. Members desiring to vary their day or time of arrival must inform the Park Manager as early as possible by phoning the Park on (03) 5988 8402.
- 7.16. Sump holes, which shall be at least 750 mm. deep, shall be dug within 24 hours of occupying the site.
- 7.17. Sites shall be vacated by 10.00 am. on the last day of occupancy. Sump holes shall be filled in and a cover shall be placed over the filled hole, whether the site is to be re-occupied or not. Sites shall be left in a tidy condition.
- 7.18. Hoses for pressurised water systems in Caravans shall not be attached to Park taps.
- 7.19. Member's Caravans, while on site, shall not be connected to 240-Volt power supply. Power generators shall not be used on site.
- 7.20. Motor mowers shall not be used on site after the Park Manager is in residence unless authorised by the Park Manager.

- 7.21. Members, their Children and their Guests, shall not ride Bicycles within the Park area.
- 7.22. All rubbish shall be wrapped and placed in the rubbish container provided. No domestic rubbish shall be placed in the bins located in the Laundry or Toilets.
- 7.23. Playground equipment shall only be used by children under the age of 12 years.
- 7.24. Only children under the age of 6 shall be bathed in the children's bath provided in the Laundry.
- 7.25. Children under the age of 6 shall not use the toilets and / or showers unless supervised by an adult at all times.
- 7.26. Children under the age of 12 shall be supervised at all times by an adult whilst using the Club's electric BBQs.
- 7.27. Children under the age of 16 shall not be left in a Caravan overnight unless under the direct supervision of an adult Member / Partner.
- 7.28. No ball games shall be played within the Park boundaries unless expressly authorised by the Park Manager.
- 7.29. Site occupants shall maintain at all times a full bucket of water adjacent to the draw bar of the Caravan, for fire fighting purposes.
- 7.30. No open fire shall be lit within the Park boundaries at any time.
- 7.31. Open flame type insect repellents shall not be used within the Park boundaries.
- 7.32. Weber type BBQs and gas BBQs may only be used within the confines of the designated BBQ area and shall be under constant adult supervision whilst in use. The Park Manager is authorised to require the removal of BBQs from the Park if this Regulation is not strictly complied with.
- 7.33. Fish shall not be cooked on the Club BBQs unless properly wrapped in foil. The BBQ plate shall be properly cleaned after use.
- 7.34. Mobile phone batteries shall only be charged in the power outlets available in the old office and must not be charged in the Toilets or Laundry. Batteries shall only be charged by the designated person or by the Park Manager and shall be delivered to the battery shed by 9.00 am and may, depending on the state of charge, be available for pick-up after 6.30 pm that evening, or by arrangement. All batteries are charged at Owner's risk. Sub-standard batteries will not be charged.