



KEDRON OWNERS GROUP INC.

# CONSTITUTION

**AS AT 5 March 2011**



# KEDRON OWNERS GROUP INC. CONSTITUTION

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## 1 NAME

The name of the incorporated association is the Kedron Owners Group Inc. (in these Rules called "the Group").

## 2 INTERPRETATION

(1) In these rules, unless the contrary intention appears:

**"Act"** means the Queensland Associations Incorporation Act 1981;

**"Annual General Meeting"** means a general meeting of members as required by law and this Constitution;

**"Management Committee"** means the committee of management of the Group;

**"financial year"** means a year commencing on 01 July one year and ending 30 June the following year;

**"family unit"** means two members who are husband and wife or two partners who live in a domestic relationship analogous to that of a husband and wife and who have a common one address, and who have the one membership number and includes their dependants who are under the age of eighteen years of age;

**"General Meeting"** means a meeting of members convened by this Constitution;

**"meeting"** means either a gathering of members in person or electronically for the purpose of conducting the Group's business;

**"Member"** means a person or family unit, excluding dependants, who is an Associate Member, Ordinary Member, Honorary Member or Honorary Life Member of the Group;

**"own"** means to singularly or jointly purchase a qualifying unit.

**"present"** means

(a) at a management committee meeting, see Clause 22; or

(b) at a general meeting, see Clauses 26 and 27;

(c) at another meeting called by the Management Committee or Branch.

**"qualifying unit"** means a registered caravan manufactured by Kedron Caravans Pty Ltd that provides mobile accommodation with inbuilt facilities

for eating, sleeping, food preparation, and which is designed to be towed by a powered vehicle on Australian roads;

**“regulations”** means regulation under the Act;

**“vote”** means that only Ordinary Members and Honorary Life Members who own a qualifying unit who makes an indication of choice or will on a question. Each name (Applicant and Partner) on the membership application form is entitled to one vote each.

**“writing”** means either a written document or an electronic transmission;

(2) A word or expression that is not defined in these rules, but is defined in the Act has, if the context permits, the meaning given by the Act.

### 3 OBJECTS

(1) The objects of the Group are to promote the use of Kedron Caravans and the caravanning lifestyle throughout Australia by:

- (a) providing general advice to members on the construction and maintenance of qualifying units;
- (b) engaging in and encouraging responsible social activities, gatherings or rallies within the Group or affiliated association(s);
- (c) encouraging safer driving and road courtesy, and hygiene at camp sites;
- (d) treating fellow members with dignity, respect and courtesy;
- (e) to join or affiliate with any association having as its objectives the betterment of caravanning and promoting a responsible caravanning lifestyle;
- (f) striving to improve the conditions available to Kedron Caravan owners and caravan owners in general;
- (g) representing Members of the Group at industry, government and other groups in order to obtain better conditions for owners of Kedron Caravans and caravan owners in general;
- (h) importing, preparing, purchasing, selling, leasing, hiring and otherwise dealing with stock in trade or such activities as, in the opinion of the Management Committee, will foster the Group;
- (i) ensuring the Group has appropriate and adequate insurance in place for public liability, indemnity of officials, Group activities or other insurance matters that may arise, and
- (j) providing an internet website so that prospective members and Members can interact in forums and to convey news to Members.

## 4 POWERS

- (1) The Group has the powers of an individual.
- (2) The Group may, for example:
  - (a) enter into contracts; and
  - (b) acquire, hold, deal with and dispose of property; and
  - (c) make charges for services and facilities it supplies;
  - (d) do other things necessary or convenient to be done in carrying out its affairs, and
  - (e) accept and make donations and gifts to and from the Members.
- (3) The Group may take over the funds and other assets and liabilities of the present unincorporated group known as the Kedron Owners Group.

## 5 CATEGORIES OF MEMBERS

- (1) There are four categories of membership of the Group. The categories are:
  - (a) an **Associate Member** is a person or family unit who has paid Kedron Caravans Pty Ltd a deposit for their Qualifying Unit but have not taken delivery. An Associate Member may take part in the activities of the Group, but is not permitted to move a motion or vote, hold office or nominate a person to hold office;
  - (b) an **Ordinary Member** is a person or family unit who has taken delivery of their Qualifying Unit manufactured by Kedron Caravans Pty Ltd and their unit is registered and insured;
  - (c) An **Honorary Member** is an ordinary member who no longer owns a qualifying unit. They must meet the criteria of Honorary Membership as detailed in the By Laws.
  - (d) an **Honorary Life Member** is a person or family unit who in the opinion of the Management Committee has rendered outstanding service or assistance in fostering the Group. An Honorary Life Member must be approved by the Management Committee, and in recognition of their outstanding service or assistance are exempt from paying membership fees to the Group and need not own a Qualifying Unit.
- (2) The number of members is unlimited.
- (3) An Ordinary Member who ceases to be the owner (or joint owner) of a Qualifying Unit shall continue to be eligible for membership as an Ordinary Member provided a replacement unit is acquired within 12 months of the disposal of the original unit.



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(4) Dependants of a member or within a family unit are not permitted to move a motion, vote, hold office, nominate a person for office or wear a nametag depicting a membership category.

(5) Membership rights, privileges and obligations are not transferable to another person or family unit, and terminates upon cessation of membership.

## **6 AUTOMATIC MEMBERSHIP**

(1) A person or family unit who, on the day the Group is incorporated, was a member of the unincorporated group and who, on or before a day fixed by the Management Committee, agrees in writing and pays the applicable fees to become a member of the incorporated group, must be admitted to the appropriate membership category as determined by the Management Committee pursuant to Clause 5(1) of this Constitution.

## **7 MEMBERSHIP FEES**

(1) An initial joining fee and annual membership fee for each membership category shall be determined by the Management Committee until the first annual general meeting is held. Thereafter, the fees:

- (a) are the amount decided by the Members from time to time at a general meeting; and
- (b) are payable when, and in the way, the Management Committee decides.

(2) Subject to Management Committee approval, of member or family unit moving from one category to another shall not be liable to another joining fee or additional membership fee.

(3) A Member's annual membership fee is due for payment on the first day of September each year.

(4) A Member not paying their annual membership fee by the last day of October shall be deemed un-financial, and as such are not permitted to move a motion, vote, hold office, nominate a person to hold office or take part the activities of the Group. Their access to the Member's sections of the website shall also be removed at this time. Membership of the Group shall be fully terminated if the full annual renewal fee has not been paid within six months from the due date of the first day of September (i.e. the last day of February). After this time the standard joining fee and pro-rata monthly payment will apply.



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(5) For new members joining the Group, their initial annual membership fee shall be calculated on a pro-rata monthly basis as outlined on the application for membership form.

## **8 ADMISSION AND REJECTION OF NEW MEMBERS**

(1) Application for membership of the Group must be made on the form approved by the Management Committee and submitted to the secretary/treasurer.

(2) The completed membership form shall be delivered or mailed to the secretary/treasurer together with the appropriate joining fee and applicable annual membership fee. The joining fee and the annual subscription fee shall be refunded in the event the application is rejected.

(3) If satisfied that the application complies with the requirements of the Constitution, the secretary/treasurer may accept the application on behalf of the Management Committee and shall cause the new Member's name to be entered in the Register of Members. The secretary/treasurer shall cause the Management Committee to be notified on all applications approved for membership.

(4) The secretary/treasurer shall refer to the Management Committee for a final decision any application that has not been accepted together with the reasons for non-acceptance of that application. Acceptance or rejection of the application shall be determined by vote of the Management Committee at its next meeting.

(5) If the Management Committee rejects an application for membership, the applicant has no right of appeal. However, an applicant may re-apply once the requirements of this Constitution have been met.

(6) The secretary/treasurer shall notify the applicant as to the outcome of their application, and if approved send the new member name tag and membership card, arrange access to the member's section of the Groups website and send any other relevant information. If the applicant is rejected the secretary/treasurer shall refund the applicants joining and applicable annual fee.

## **9 WHEN MEMBERSHIP ENDS**

(1) A Member may resign from the Group by giving written notice of resignation to the secretary/treasurer.

(2) The resignation takes effect at:

(a) the time the notice is received by the secretary/treasurer; or

(b) if a later time is stated in the notice, the later time.

(3) The Management Committee may terminate a Members membership if the Member:

- (a) is convicted of an indictable offence; or
- (b) does not comply with any of the provisions of these rules; or
- (c) Has memberships fees in arrears on the last day of February each year, or
- (d) conducts himself or herself in a way considered to be injurious or prejudicial to the character or interests of the Group.

(4) Before the Management Committee terminates a Members' membership, the committee must give the Member a full and fair opportunity to show why the membership should not be terminated.

(5) If, after considering all representations made by the Member, the Management Committee decides to terminate the membership, the secretary of the Management Committee must give the Member a written notice of the decision.

(6) A Member who resigns or has their membership terminated shall not be entitled to a refund of their joining fee or any part of their annual membership fees.

## **10 DISCIPLINING MEMBERS**

(1) A complaint may be made by any Member of the Group that some other Member of the Group:

- (a) has persistently refused or neglected to comply with a provision or provisions of this Constitution, or
- (b) has acted in a manner prejudicial to the interests or character of the Group.

(2) On receiving such a complaint, the Management Committee:

- (a) must cause notice of the complaint to be served on the Member concerned, and
- (b) must give the Member at least fourteen days from the time the notice is served within which to make submissions to the Management Committee in connection with the complaint, and
- (c) must take into consideration any submissions made by the Member in connection with the complaint.

(3) The Management Committee may, by resolution, expel the Member from the Group or suspend the Member from membership of the Group if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been

proved and that the expulsion or suspension is just. In the alternative, the Management Committee may impose non-pecuniary sanctions against a Member where suspension or expulsion is not considered warranted.

(4) If the Management Committee expels, suspends or imposes a non-pecuniary sanction of a Member, the secretary/treasurer must within seven days after the action is taken cause written notice or notice given via electronic means to be given to the Member stating:

- (a) the action taken by the Management Committee;
- (b) the reasons given by the Management Committee for having taken that action; and
- (c) the Member's rights of appeal under Clause 11

(5) The expulsion or suspension does not take effect:

- (a) until the expiration of the period in which the Member is entitled to appeal against to resolution concerned; or
- (b) if within that period the Member exercises the right of appeal, unless and until the Group confirms the resolution of the Management Committee under Clause 11(5) whichever is the latter

### **11 RIGHT OF APPEAL FOR A DISCIPLINED MEMBER**

(1) When a Member is disciplined, the person affected has the right of appeal in accordance with this Clause.

(2) The Member may appeal to the Group in a general meeting against a resolution of the Management Meeting under Clause 10(3) by lodging with the secretary/treasurer a notice to that effect. Notice of appeal must be lodged with the secretary/treasurer within twenty-one days after notice of the resolution has been served on the Member.

(3) The notice of appeal must be accompanied by a statement of the grounds on which the Member intends to rely for the purposes of the appeal.

(4) Upon receipt of appeal under Clause 11(1), the secretary/treasurer must notify the Management Committee. The Management Committee shall convene a general meeting of the Group.

(5) At a general meeting of the Group convened under Clause 11(4):

- (a) the Management Committee and the Member must be given opportunity to state their respective cases orally or in writing, or both; and
- (b) the Members present must vote by secret ballot on the question of whether the resolution of the Management Committee under Clause 10(3) should be confirmed or revoked.

(6) If at the general meeting of the Group, the Members pass a resolution in favour of the confirmation of the resolution of the Management Committee, the resolution is confirmed.

(7) The decision of the general meeting shall be final, and no further appeals on the same issue will be considered.

## **12 REGISTER OF MEMBERS**

(1) The Management Committee must keep a Register of Members of the Group. Administration of the Register shall be a function of the secretary/treasurer.

(2) The Register must include the following particulars for each member:

- (a) the full name of the Member;
- (b) details of the qualifying unit;
- (c) the postal or residential address of the Member;
- (d) the date of admission as a Member;
- (e) the membership category of each Member;
- (f) the email address of the Member;
- (g) the date of death or time of resignation of the Member;
- (h) details about the termination or reinstatement of membership, and
- (i) any other particulars the Management Committee or the members at a general meeting decide.

(3) The Register must be open for inspection by members of the Group at all reasonable times.

(4) A Member must contact the secretary/treasurer to arrange an inspection of the Register.

(5) However, the Management Committee may, on the application of a member of the Group, withhold information about the Member (other than the members full name) from the Register available for inspection if the Management Committee has reasonable grounds for believing the disclosure of the information would put the Member's privacy at risk or cause harm.

## **13 PROHIBITIONS ON USE OF INFORMATION ON REGISTER OF MEMBERS**

(1) A Member of the Group must not:

- (a) use information obtained from the Register of Members of the Group to contact, or send material to, another Member of the Group for the purpose of advertising for political, religious, charitable or commercial purposes; or
- (b) disclose information obtained from the register to someone else, knowing that the information is likely to be used to contact, or send

material to, another Member of the association for the purpose of advertising for political, religious, charitable or commercial purposes.

(2) Clause 13(1) does not apply if the use or disclosure of the information is approved by the Group.

## **14 RIGHTS OF MEMBERS**

(1) Subject to Clause 5 a financial member shall be entitled to:

- (a) attend and participate in all activities of the Group and its branches;
- (b) attend, speak at, move motions and vote at all general meetings;
- (c) vote on any motion put to Members for resolution by mail or other means determined by the Management Committee;
- (d) stand for election, hold office (if elected) or nominate a Member for election;
- (e) receive a copy of any publication the Group may publish;
- (f) have access to the members section of the Group website;
- (g) a membership name tag or card as determined by the Management Committee together with a membership number;
- (h) any other services or products provided by the Group to its Members; and
- (i) a Member has the right to appeal disciplinary action invoked on the Member by the Member Committee in accordance with Clause 11.

(2) Unless approved by the Management Committee pursuant to Clause 43, a Member does not have the right either in person, in writing or verbally to represent the Group.

## **15 MANAGEMENT COMMITTEE**

(1) The Management Committee, subject to the Act, Regulations, the Constitution, and to any resolution passed by the Members at a properly constituted meeting:

- (a) shall control and manage the Group's affairs;
- (b) may exercise the functions as may be exercised by the Group as well as those functions that are outlined by the Constitution to be exercised by the Members at a properly constituted meeting, and
- (c) has power to perform all such acts and do all such things as appear to the Management Committee to be necessary for the proper management of the Group's affairs.



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## **16 COMPOSITION AND MEMBERSHIP OF THE MANAGEMENT COMMITTEE**

(1) Only Members eligible to vote and who own a qualifying unit shall be eligible to become Members of the Management Committee.

(2) The Management Committee shall consist of the following office bearers:

- (a) President;
- (b) Vice President;
- (c) Secretary/Treasurer, and
- (d) Webmaster (As non-voting Committee Member)

(3) At the first Annual General Meeting following Incorporation, the size, structure and composition of the Management Committee shall be determined by the Members present.

(4) Each Member of the Management Committee shall be elected pursuant to Clause 17 or appointed in accordance with Clause 20(1), and subject to the committee's recommendation to the Members at an Annual General Meeting as to how many additional ordinary committee members are required on the committee.

(5) Subject to Clause 16(2), (3) and (4), the Management Committee may act notwithstanding any vacancy on the committee.

## **17 ELECTION OF MANAGEMENT COMMITTEE MEMBERS**

(1) Only Members who are eligible to vote pursuant to this Constitution may be nominated for election as members of the Management Committee.

(2) A Member is not eligible to be elected as a member of the Management Committee if Part 61A of the Act applies to them.

(3) Nominations of candidates for election as office-bearers and ordinary committee members on the Management Committee shall be:

- (a) made in writing and signed by two eligible voting members and the candidate, and
- (b) delivered to the secretary not later than thirty days prior to the next annual general meeting.

(4) Members wishing to nominate as candidates for election but will be absent from the annual general meeting, may nominate in accordance with clause 17(1)



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(5) If insufficient nominations are received to fill any Management Committee vacancy, further nominations shall be called for at the annual general meeting, and:

- (a) If insufficient nominations are received to fill any vacancy, that position shall be deemed vacant, and
- (b) If the position remains vacant at the end of an annual general meeting, the Management Committee may appoint an eligible member to fill the position.

(6) A ballot shall be conducted for all positions for which at least one nomination has been received.

(7) The ballot shall be conducted in such a manner as the Management Committee directs.

(8) A Member is not eligible to be elected to more than one Management Committee position.

(9) Members elected to the Management Committee shall hold office, subject to this Constitution, until the conclusion of the next annual general meeting, except where:

- (a) the Member resigns from the position, or
- (b) the Member resigns from the Group, or
- (c) the Member has their position terminated, or
- (d) the Members membership of the Group is terminated.

(10) A Member of the Management Committee may be re-elected if nominated in accordance with Clause 17(1).

(11) A Member of the Management Committee may, if elected, hold the same position for only three consecutive years, but may be elected to another position on the Management Committee. However, since the Webmaster is a position requiring special computer knowledge and internet skills, the Webmaster is exempt from this Clause.

### **18 ABSENTEE VOTING**

(1) A Member wishing to vote in the election of Members of the Management Committee but who is absent from the meeting, may cast an absentee vote by advising the secretary/treasurer in writing or email of the name/s of the Member/s (including the relevant position/s) the Member wishes to vote for. The secretary/treasurer must receive the vote/s before the annual general meeting commences.

## 19 RESIGNATION OF A MANAGEMENT COMMITTEE MEMBER

(1) A Management Committee member may resign from the Management Committee:

(a) by delivering or sending by post or email (giving not less than two weeks notice) to the secretary/treasurer, a written notice of intent and, upon the expiration of the notice period of the notice, the Management Committee member ceases to be a Management Committee member, or

(b) orally (giving not less than twenty four hours notice) to the president or secretary/treasurer, with at least one other Management Committee member present.

(2) A resignation from the Management Committee may be withdrawn if the member lodges a written notice of withdrawal with the secretary/treasurer before the expiration of the period of notice.

## 20 VACANCY ON MANAGEMENT COMMITTEE

(1) In the event of a vacancy in the membership of the Management Committee, the Management Committee may appoint a Member to fill the vacancy and the Member so appointed shall hold office, subject to this Constitution, until the conclusion of the next annual general meeting, but is eligible for re-election.

(2) For the purposes of this constitution, a vacancy in the office of a Management Committee member occurs if the Member:

(a) dies;

(b) ceases to be a Member;

(c) resigns from office in accordance with Clause 17(9) or 19(1);

(d) is removed from office pursuant Clause 17(9) or 22(2);

(e) if sickness or illness precludes the Member from performing the elected office;

(f) is absent without the Management Committee's consent from all Management Committee meetings, general meetings or annual general meetings during a period of 6 months; or

(g) is disqualified from the office pursuant to Part 61A of the Act.

## 21 FUNCTIONS OF THE SECRETARY/TREASURER

(1) The Member who is the secretary/treasurer of the Group, shall, as soon as practical after being appointed or elected as secretary/treasurer lodge notice with the Group of his or her address and contact details.

- (2) The secretary functions include, but are not limited to:
- (a) calling meetings of the Group, including preparing notices of a meeting and of the business to be conducted at the meeting in consultation with the president of the Group;
  - (b) keeping minutes of each meeting and ensure they are signed by the chairman of that meeting;
  - (c) recording the names of those present at each meeting;
  - (d) receiving all correspondence on behalf of the Group;
  - (e) recording all incoming and outgoing correspondence;
  - (f) reviewing applications for membership and approve those complying with this Constitution and refer other applications to the Management Committee for further action.
  - (g) causing all correspondence as approved by the Management Committee to be written and forwarded either by post or electronic means, as appropriate;
  - (h) keeping copies of all correspondence and other documents relating to the Group;
  - (i) maintaining a Register of Members of the Group, and
  - (j) obtaining and maintaining a knowledge of the Associations Incorporation Act 1981 and Associations Incorporation Regulations 1999 so as to provide sound and timely advice to the Management Committee and Members regarding compliance of the Act and Regulations.
- (3) The treasurer's functions include, but are not limited to:
- (a) ensuring all monies due to the Group are collected and received and that all payments authorised by the Management Committee are made;
  - (b) ensuring that the books, and accounts are kept showing the financial affairs of the Group, including full details of all receipts and expenditure connected with the activities of the Group;
  - (c) ensuring that all financial statements and financial records are available for inspection in accordance with Clause 50 of this Constitution;
  - (e) ensuring the financial records of the Group, along with a Statement of Receipts & Expenditure for the preceding financial year are presented for adoption at the annual general meeting in accordance with Clause 28 of this Constitution, and
  - (f) obtaining and maintaining a knowledge of relevant financial practices and legislation so as to provide sound and timely advice to the Management Committee and Members regarding compliance.
- (4) The Management Committee shall authorise the keeping of financial records at a convenient location with the provision for the secretary/treasurer to be sent notification, within forty-eight hours, of receipt and dispatch of all documents having a bearing on the finances of the Group.

## **22 TENURE AND REMOVAL OF A MANAGEMENT COMMITTEE MEMBER**

- (1) The member of the Management Committee shall hold office:
- (a) from one annual general meeting to the next annual general meeting; or
  - (b) until the Member resigns from office during the term referred to in Clause 22(1)(a), or
  - (c) is removed from office as prescribed in Clause 22(2) during the term referred to in Clause 22(1)(a).
- (2) A member of the Management Committee may be removed from office at a general meeting of the association if a majority of the Members present and eligible to vote at the meeting vote in favour of removing the Member.
- (3) Before a vote of Members is taken about removing the Member from office, the Member must be given a full and fair opportunity to show cause why he or she should not be removed from Management Committee.
- (4) A Member has no right of appeal against the Members removal from the Management Committee under Clause 22(2).
- (5) A Member shall immediately vacate the position held on the Management Committee in the circumstances mentioned in Part 7(64)(2) of the Act.

## **23 COMMITTEE MEETINGS AND QUORUM**

- (1) The Management Committee shall meet in a manner, time and place as determined by the Management Committee to exercise its functions.
- (2) Meeting of the Management Committee may be conducted in any such manner as may be decided by the Management Committee including telephone, video, facsimile reproduction or other electronic means or by using any technology that reasonably provides Members a source to hear and take part in discussions as they happen or in person.
- (3) A Management Committee member who participates in a meeting under Clause 23(2) is taken to be present at the meeting.
- (4) Additional meetings of the Management Committee may be convened by the president or any two committee members on written request to the secretary/treasurer.
- (5) Oral or written notice of a meeting of the Management Committee shall be given by the secretary/treasurer to each member of the Management Committee at least forty-eight hours (or such other period as may



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unanimously agreed upon by the Management Committee members) before the time appointed for holding of the meeting.

(6) Notice of meeting given under Clause 23(4) shall specify the general nature to be transacted at the meeting and no other business shall be transacted at the meeting, except the business the Management Committee members present at the meeting unanimously agree to treat as urgent.

(7) Any three members of the Management Committee constitute a quorum for the transaction of the business of the Management Committee.

(8) No business shall be transacted by the Management Committee unless a quorum is present, and if within half an hour of the time appointed for the meeting a quorum is not present, the meeting stands adjourned to another time and place determined by the Management Committee.

(9) If at the adjourned meeting a quorum is not present within half an hour of the appointed time of the meeting, the meeting shall be dissolved.

(10) At a meeting of the Management Committee, the president, or in the president's absence the vice-president or other committee member as may be chosen by the members present shall preside.

### **24 VOTING WITHIN THE MANAGEMENT COMMITTEE**

(1) The person chairing the meeting (Chairman) may cause a question to be submitted and put question to a vote by the members of the Management Committee.

(2) The Chairman may cause that the question be submitted by letter, telephone, video, facsimile reproduction, computer or other electronic means or in person and may direct that the replies of the Management Committee shall be done by one or any of those methods. The decision of the majority of the Management Committee who cast a vote shall have the like force as a decision made by the Management Committee as if it had been passed at a meeting of the Management Committee duly called and constituted and where the members of the Management Committee are physically in the presence of each other. The secretary/treasurer shall cause any such decision to be recorded in the minutes of the next meeting of the Management Committee

(3) Questions arising at a meeting of the Management Committee, or any committee appointed by the Management Committee, shall be determined by a majority of votes of the members of the Management Committee or the committee members present at that meeting.

(4) Each member present at a meeting of the Management Committee or any committee appointed by the Management Committee (including the person presiding at the meeting) is entitled to one vote, in the event of an equal vote, the person presiding may exercise a second or casting vote.

(5) Subject to Clause 23(7), the Management Committee may act notwithstanding any vacancy on the Management Committee.

(6) Any act or thing done or suffered, or purporting to have been done or suffered, by the Management Committee or by a committee appointed by the Management Committee, is valid and effective notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any member of the Management Committee or other committee.

### **25 DELEGATION BY THE MANAGEMENT COMMITTEE TO ANOTHER COMMITTEE**

(1) The Management Committee, by instrument in writing, delegate to one or more committees (consisting of such member or members of the Group as the Management Committee sees fit) the exercise of such of the functions of the Management Committee as are specified in the instrument, other than:

- (a) this power of delegation; and
- (b) a function which is duly imposed on the Management Committee by the Law.

(2) A function, the exercise of which has been delegated to a committee under Clause 25(1) may, while the delegation remains unrevoked, be exercised from time to time by the committee in accordance with the terms of the delegation.

(3) A delegation under this section may be made subject to such conditions or limitations as to the exercise of any function the subject of it, or as time or circumstances, as may be specified in the instrument of delegation.

(4) Notwithstanding any delegation under Clause 25(1), the Management Committee may continue to exercise any function delegated.

(5) Any act or thing done or suffered by a committee acting in the exercise of a delegation under this Clause has the same force and effect as it would if it had been done or suffered by the Management Committee.

(6) The Management Committee may, by instrument in writing, revoke wholly or part and any delegation under Clause 25(1).

(7) A committee may meet and adjourn as it thinks proper.

## 26 BRANCHES

(1) The Management Committee may approve, alter or repeal the formation of Branches throughout Australia on such terms and conditions as the Management Committee may from time to time determine.

(2) The Management Committee shall adopt such rules as it determines to be necessary to the efficient management, organisation, and functioning of the Branches subject to the following:

- (a) a Branch shall not be a separately constituted body and has no status independent of the Group, and
- (b) the Branch shall not hold property other than for and behalf of the Group.

(3) For clarity, no Branch may move a motion or vote at a general meeting of the Group.

## 27 FIRST ANNUAL GENERAL MEETING

(1) The first annual general meeting shall be held within two months after the end date of the Group's first reportable financial year.

(2) The first annual general meeting shall be conducted at a date and in such a place as the Management Committee thinks fit.

## 28 SUBSEQUENT ANNUAL GENERAL MEETINGS

(1) Each subsequent annual general meeting shall be held:

- (a) at least once each year;
- (b) within two months after the end date of the Group's reportable financial year, and
- (c) at a date and in such a place as the Management Committee thinks fit

## 29 BUSINESS TO BE CONDUCTED AT AN ANNUAL GENERAL MEETING

(1) Under Section 58 of the Act, the Group is deemed to be a level 2 incorporation association and therefore, as a minimum, the following must be conducted:

- (a) receiving the Group's financial statement, and audit report, for the last reportable year;
- (b) presenting the financial statement and audit report for adoption;
- (c) electing members of the Management Committee;
- (d) appointing an auditor, an accountant or an approved person for the financial year, and



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(e) discussing and voting on other business outlined on the agenda.

### **30 CALLING A GENERAL MEETING**

(1) The Management Committee may, whenever it thinks fit, convene a general meeting of the Group

(2) The Group must, on the requisition in writing at least 15 Members or one-third of the Members (whichever is the lesser), convene a general meeting of the Group.

(3) A requisition of Members for a general meeting:

(a) shall state the purpose or purposes of the meeting;

(b) shall be signed by the Members making the requisitions;

(c) shall only be signed by Members entitled to vote at a general meeting of the Group;

(d) shall be lodged with the secretary/treasurer, and

(e) may consist of several documents in a similar form, each signed by one or more of the Members making the requisition.

### **31 NOTICE AND CONDUCT OF MEETINGS**

(1) The secretary/treasurer must at least twenty-one days before the fixed date for the holding of either a general meeting, or an annual general meeting of the Members of the Group, send each Member on the Register of Members via electronic means or via the Members Only section on the Group's website, a notice specifying the place, date and time of the meeting, the nature of the meeting and the nature of the business proposed to be transacted at the meeting. Where it is intended to propose a special resolution at the meeting, details of the resolution must also be included in the notice.

(2) No business other than that specified in the notice convening the meeting shall be transacted at the meeting, except in the case of an annual general meeting, business may be transacted to deal with those items submitted by Members in advance in writing pursuant Clause 29(1)(e) and Clause 31(3).

(3) A Member desiring to bring any business before a general meeting shall give notice of that business to the secretary/treasurer, who shall include that business in the next notice calling a general meeting given after receipt of the notice from the Member.

## **32 QUORUM AT AN ANNUAL OR GENERAL MEETING**

(1) No business shall be conducted at an annual or general meeting unless a quorum of Members, who are entitled to vote under this Constitution, is present during the time the meeting is considering that item of business.

(2) With reference to Part 36 of the Act, a quorum for a general meeting or and annual general meeting is the number of members elected to the Management Committee at the last general meeting or annual general meeting, as the case may be, plus one other eligible Member.

(3) If within an hour after the appointed time for the commencement of an annual or general meeting a quorum is not present, the meeting shall be dissolved and in any case shall stand adjourned to a time and place to be decided by the Management Committee and notified to Members in writing.

(4) If at an adjourned meeting a quorum is not present within half an hour after the appointed time for the commencement of the meeting, the meeting shall be dissolved.

## **33 CHAIRMAN**

(1) Subject to Clause 33(2), the president shall preside and chair each annual or general meeting of the Group.

(2) If the president is absent from an annual or general meeting or is unwilling or is unable to act, the vice-president shall preside and chair the meeting.

(3) If the president and vice-president cannot act pursuant Clause 33(2), the Members present shall elect another person, who is entitled to vote under this Constitution, to preside and chair the meeting.

## **34 ADJOURNMENT**

(1) The Chairman of an annual or general meeting at which a quorum is present may, with the consent of the majority of Members present at the meeting, adjourn the meeting from time to time or to another venue but no business shall be conducted at an adjourned meeting other than business left unfinished at the meeting at which the adjournment took place.

(2) Where an annual or general meeting is adjourned for fourteen days or more, the secretary/treasurer shall give notice to each Member of the Group either in writing, by electronic means or in the member's only section of the Group's website of the adjournment of the meeting and the place, date and time of the meeting and the nature of the business to be transacted at the meeting.

(3) Except as provided in Clauses 34(1) and 34(2), notice of an adjournment of an annual or general meeting, or the business to be transacted at an adjourned meeting, is not required to be given.

## **35 MAKING DECISIONS**

(1) Except as prescribed in Clause 11(5), a question arising at an annual or general meeting of the Group shall be determined on a show of hands, and unless before or on the declaration of the show of hands a poll is determined, a declaration by the president or chairman referred to in Clause 32 that the

resolution has, or on a show of hands, been carried or carried unanimously, or carried with a particular majority or lost, or an entry made to that effect in the minute book of the Group, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

(2) At an annual or general meeting of the Group, a vote may be demanded by the chairman or by not less than five members present who are entitled to vote under this Constitution.

(3) Where a vote is demanded at an annual or general meeting, the poll shall be taken:

(a) immediately in the case of a vote which relates to the election of the chairman or to the question of an adjournment, or

(b) in any other case, in such a manner and at such a time before the close of the meeting as the chairman directs, and the resolution of the vote on the matter shall be deemed to be the resolution of the meeting on that matter.

(4) The Management Committee may authorise, if they deem it is in the best interests of the Group, the use of the Groups website so that Members can participate in making decisions.

## **36 SPECIAL RESOLUTION**

(1) A resolution of the Group is a special resolution if passed by a majority which comprises not less than three quarters of the Members who are entitled to vote under this Constitution, vote in person or by proxy at an annual or general meeting of which not less than twenty one days notice in accordance with Clause

## **37 VOTING**

(1) Upon any question arising at a meeting of the Group, a Member, who is eligible to vote, has only one vote.

(2) All votes shall be given in person or by proxy.

(3) In the case of equality of votes on a question at a meeting, the Chairman of the meeting is entitled to a second or casting vote.

(4) Except where a special resolution is required the question shall be decided by a simple majority of votes cast by Members present or by proxy and eligible to vote. Where a special resolution is required the question shall be decided by the majority of votes required under Clause 35

(5) The secretary/treasurer shall record the number of votes in the minutes of the meeting.

## **38 APPOINTMENT OF PROXIES**

(1) Each Member is entitled to appoint another Member (being a Member entitled under this Constitution to vote at a general meeting) as proxy by notice given by the secretary/treasurer no later than two business days before the time of the meeting in respect of which the proxy is appointed.

(2) The notice of appointing a proxy shall be made on the approved form.

(3) A proxy shall not be valid unless it directs the way the Member conferring the proxy wishes to vote on each resolution.

## **39 INSURANCE**

(1) The Group shall effect and maintain insurance as required by the Law.

(2) In addition to the insurance required under Clause 39(1), the Group may effect and maintain other insurance.

## **40 FUNDS SOURCE**

(1) The funds for the Group shall be derived from Member's joining fees and annual membership subscriptions, donations and such other sources as the Management Committee determines.



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(2) All money received by the Group shall be deposited as soon as practicable, and without deduction, to the credit of the Group's bank account(s).

(3) The Group shall, as soon as practicable after receiving any money, issue an appropriate receipt.

### **41 FUNDS MANAGEMENT**

(1) Subject to any resolution passed by the Group at a General Meeting, the funds of the Group shall be used in pursuance of the objects of the Group in such a manner as the Management Committee determines.

(2) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by any members of the Management Committee as determined by the Management Committee.

(3) The assets and income of the Group shall be applied solely in furtherance of its objects described in Clause 3 of this Constitution and no portion shall be distributed directly or indirectly to the Members of the Group except as bona fide compensation for services rendered or expenses incurred on behalf of the Group.

### **42 REMUNERATION**

(1) Subject to Clause 41(1), no fees or any other remuneration shall be payable to a member of the Management Committee or other Member unless approved by a general meeting of the Group.

(2) In conjunction with Clause 41(3), Members of the Management Committee may be entitled, subject to prior approval of the Management Committee, for all reasonable expenses, or part thereof, incurred in the performance of their duties as members of the Management Committee.

### **43 REPRESENTING THE GROUP**

(1) The president or other Members approved by the Management Committee are the only persons permitted to represent, act or speak for and on behalf of the Group.

### **44 ALTERATION OF CONSTITUTION**

(1) This Constitution may be altered, rescinded, added to only by a special resolution of the Group.

## **45 COMMON SEAL AND EXECUTION**

(1) Documents may be signed on behalf of the Group in any way permitted by Law, including:

(a) if the Group has a seal, under that seal in accordance with Clause 45(3), and

(b) if the Group does not have a seal by either the president, vice-president, secretary/treasurer, and countersigned by either the president, vice-president, secretary/treasurer who must not be the first signature. The Management Committee may, because of the demographics of the Group, authorise at a Management Committee meeting other members of the Management Committee to be signatories for the execution of the documents.

(2) The Group may have a seal, but the Group is not required to have a seal. If the Group does have a seal, the Management Committee must provide for its safe custody.

(3) If the Group has a seal, it must be used only by the authority of the Management Committee and by the members of the Management Committee authorised to use the seal, and every document to which the seal is affixed must be signed and countersigned in accordance with Clause 45 (1)(b).

## **46 CUSTODY OF BOOKS ETC.**

(1) Except as otherwise provided by this Constitution all records, books and other documents relating to the Group shall be kept by and be the responsibility of the secretary/treasurer.

## **47 REGISTERED OFFICE**

(1) The Group is incorporated in Queensland under the Associations Incorporation Act 1981, as amended.

(2) The registered office of the Group shall be in Queensland and be at an address the Management Committee determines from time to time.

## **48 BY-LAWS AND CODES OF CONDUCT**

(1) The Management Committee may make, amend or repeal by-laws and various codes of conduct, not inconsistent with this Constitution, for the management of the Group.

(2) A by-law or code of conduct may be set aside by a vote of Members at a general meeting of the Group.



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(3) A condition of membership of the Group is that Members comply with the by-laws and codes of conduct.

## **49 AMENDMENT TO RULES**

(1) Subject to the Act, the rules in the Constitution may be amended, repealed, or added to by a special resolution carried at a general meeting.

(2) However, an amendment, repeal or addition is valid only if it is registered by the chief executive in accordance with Part 5 Division 2 of Act.

## **50 INSPECTION OF BOOKS**

(1) Except as otherwise provided by Law, a Member of the Group may inspect such books of the Group as the Management Committee may make available from time to time at the Groups registered office or other place determined by the Management Committee

## **51 SERVICE OF NOTICES**

(1) For the purpose of this Constitution, a notice may be served by or on behalf of the Group upon a Member either personally or by sending it by post to the Member at the Member's address shown in the Register of Members.

(2) Where a document is sent to a person by properly addressing, pre-paying and posting to the person a letter containing the document, the document shall be deemed to have been served on the person seven days after the date of posting.

## **52 INDEMNITY OF OFFICIALS**

(1) Every member of the Management Committee and Trip Leaders shall be indemnified out of the assets of the Group against any liability incurred as such officer except where the Group is prohibited from indemnifying the person under the provisions of the Law. Such indemnity may extend to a liability for costs and expenses incurred by a person in defending proceedings, whether civil or criminal, irrespective of their outcome.

(2) The Group may pay premiums in respect of contracts insuring persons who are or have been officers of the Group against liabilities of the Group against liabilities incurred by them as officers and liability for costs and expenses incurred in defending proceedings, whether civil or criminal, whatever their outcome except in circumstances where to Group is prohibited from doing so by Law.

## **53 SURPLUS PROPERTY**

(1) Surplus property shall be determined by Members at a general meeting

## **54 WINDING-UP**

(1) The Group may voluntary wind-up under Part 10 (89) of the Act if:  
(a) the Group passes a special resolution of the Members at a general meeting called for that purpose, and  
(b) a copy of the special resolution is lodged with the chief executive within one month from passing of that resolution.

(2) The Group may be wound-up by the Supreme Court under Part 10 (90) of the Act.

(3) The disposal of any assets of the Group shall be agreed by members at a special general meeting. If no agreement is reached, a donation of the disposed assets shall be made to the Royal Flying Doctor Service in accordance with Clause 54(4).

(4) In the event of the Group being wound-up, the amount that remains after such winding-up and the satisfaction of all debts and liabilities shall be donated to an organisation that provides non-profit service to the community.

## **55 MEMBERS LIABILITY**

(1) In the event the Group is wound-up pursuant Clause 54, the liability of a Member of the Group to contribute towards payment of the debts and liabilities of the Group or costs, charges and expenses of the winding-up of the Group is limited to the amount, if any, unpaid by the Member in respect of membership fees of the Group and other personal liabilities to the Group arising in the normal way.

## **56 GROUP WEBSITE**

(1) As a function of the Management Committee, the Webmaster shall maintain the website for the Group for the purpose of:

- (a) being a public, community forum for the discussion of the various aspects of caravanning, and in particular the use of Kedron Caravans;
- (b) promoting a responsible attitude to caravanning and caravanning lifestyle;
- (c) providing and promoting a forum for open discussion between Members and prospective members, and

- (d) enabling the Management Committee to post information that may be of relevance to Members and vice versa.
- (2) The Management Committee shall delegate authority to the Webmaster to moderate, block, censor or remove postings that are unacceptable, such as but not limited to:
- (a) being defamatory or libellous;
  - (b) containing offensive language or sexual content;
  - (c) inciting racial hatred or other activities illegal under Australian law;
  - (d) promoting other sites in a way that might be expected to result in disadvantage to the Members of the Group and/or the Group's Website;
  - (e) promoting 'get rich quick' schemes or e-mail solicitations to join such schemes;
  - (f) unpaid advertisements or spam, and
  - (g) irrelevant or off-topic postings such as political or religious rhetoric;
- (3) To achieve Clauses 56(1) and (2) the following must occur:
- (a) the Management Committee shall provide the Webmaster any relevant information in a timely manner;
  - (b) all Members shall comply with the Code of Conduct relating to the use of the Group's website, and
  - (c) where necessary, the Webmaster may use 'moderators' to control the flow of information to and from the website;
- (4) The Webmaster has the authority to:
- (a) enlist the support of Kedron Owners Group Members as 'Moderators' to control the flow of information to and from the website;
  - (b) moderate, block, censor or remove any posting referred to in Clause 56(2);
  - (c) refer a Member to the Management Committee for disciplinary action pursuant Clause 10 of this Constitution;
  - (d) on notification from the secretary/treasurer, grant Members access to the section of the website applicable to their membership category pursuant Clause 5 of this Constitution;
  - (e) on notification from the secretary/treasurer, terminate access to the website for those members who have ended their membership pursuant to Clause 9 of this Constitution, and
  - (f) liaise with applicable internet providers to ensure the Group's website is maintained and accessible to its Members.

## 57 GUESTS

- (1) An invitation to invite a guest or guests to an activity of the Group shall be at the sole discretion of the Trip Leader, provided that if there is a limit on the number that may attend a gathering, it shall be restricted to a Kedron Only gathering in the first instance. But should the limit not be attained within 4

weeks of the date of the event, it will be at the discretion of the Trip Leader whether or not to open it up as a Kedron & Guests gathering. If there is no limit stipulated or required it shall be at the discretion of the Trip Leader as to whether guests may be invited and may be posted as a Kedron Only, or Kedron & Guests event from the outset.

(2) If an invitation is approved for a guest to part take in an activity of the Group, the Management Committee, at its discretion, may impose terms and conditions on the guest as it sees fit for the overall good of the Group.

(3) A Member of the Management Committee or applicable Trip Leader has the authority of the Management Committee to request a guest to leave a Group activity if:

- (a) their behaviour is unacceptable to the Group or is contrary to the objects of the Group as described in Clause 3 of this Constitution, or
- (b) the majority of Members present at an activity request Members of the Management Committee or applicable Trip Leader present to request the guest to leave.

(4) If a guest is requested to leave an activity of the Group:

- (a) the guest has no right of appeal under this Constitution and must leave the activity of the Group without delay, and
- (b) the guest is not entitled to any refund of money paid to take part in that activity of the Group, and
- (c) the guest shall not be invited to take part in any further activities of the Group.

## **58 GROUP LOGO**

(1) The official logo of the Group is positioned on the top left hand side of this Constitution.

(2) The Logo shall not be altered or changed without the approval of the Management Committee.

(3) Members (other than Associate Members) may, with prior approval of the Management Committee, use the Group's Logo on clothing apparel and head dress provided:

- (a) the Logo is used in a complementary and tasteful manner;
- (b) the Logo is complete and not altered or changed in any manner,
- (c) the Logo is not used in conjunction with another logo or with commercial advertising material;
- (c) the clothing apparel or head dress is neat and tidy, and
- (d) the Logo is for Members use only and permission to use the Logo is not transferable to another Member or non-Members of the Group.