



**CONSTITUTION**

**OF**

**MELBOURNE UNIVERSITY**

**CAR CLUB**

**INCORPORATED**

Registered Number: A0025005Y

**2729 March, 20002010**

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# MELBOURNE UNIVERSITY CAR CLUB INCORPORATED CONSTITUTION

## 1. NAME

- 1.1. The name of the Club shall be the MELBOURNE UNIVERSITY CAR CLUB INCORPORATED. (hereinafter referred to as 'the Club')

## 2. OBJECTS

- 2.1. The objects of the Club are to:
- Promote, foster and conduct the sport of automobilism and motor sport generally;
  - Promote friendship and courtesy on the road, socially and in competition;
  - Promote and engender social activities;
  - Act as a medium for exchange of information, technical and otherwise;
  - Associate or affiliate with the CONFEDERATION OF AUSTRALIAN MOTOR SPORT (CAMS) acknowledging its Constitution and Rules;
  - If possible affiliate or register with the MELBOURNE UNIVERSITY STUDENT UNION INCORPORATED (M.U.S.U. Inc.) or its successor, acknowledging its Constitution and Rules; and
  - ~~—Not~~ Operate as a not-for-profit-making organisation.

## 3. COLOURS

- 3.1. The colours of the Club shall be Royal Blue, Light Blue and Silver.

## 4. COMMON SEAL

- 4.1. The Common Seal, which includes on its design the name of the Club, shall be held in the custody of the Secretary of the Club.
- 4.2. The Common Seal shall not be affixed to any instrument except by the authority of the Committee and the affixing of the seal shall be attested by the signatures either of two members of the Committee or of one member of the Committee and of the Public Officer of the Association.

## 5. MEMBERSHIP

Club membership ~~shall be comprised as follows:~~

- 5.1. ~~—All financial members of falls into the M.U.S.U. Inc. (hereinafter referred to as UNION-MEMBERS)-following categories:~~
- ~~—Right of membership is embodied in M.U.S.U. Inc. membership.~~
  - ~~—No further fee or levy is payable.~~
- ~~—Such persons as~~ General Members - Persons are admitted to membership by approval of the Committee of the Club ~~(hereinafter referred to as GENERAL MEMBERS).~~
- 5.2. ~~—Committee approval shall be signified~~ by the acceptance of a completed MUGG INC. Membership Application Form (as set out in Appendix 1) membership form together with the appropriate fee ~~(refer Clause 6: Membership Fees).~~
- ~~—Such persons as~~ Honorary members including Honorary Life Members are admitted to membership ~~by approval~~ of the club as (i) HONORARY MEMBERS or (ii) HONORARY LIFE MEMBERS.
- 5.3. without fee. Such approval to be recorded in the minutes of a meeting of the Committee of the

Club at which no less than 75% of Committee members are present, including both President and Secretary.

- 5.4. Further, Committee approval (per 5.3(a) above) must be endorsed by a simple majority of members present at an ORDINARY GENERAL MEETING of the Club ~~(refer Clause 15.2).~~
- 5.5. Honorary Membership or Honorary Life Membership shall be considered by the Committee upon receipt of nomination in writing (on forms as per Appendix 2(a) & (b) from no less than three (3) General Members.
- 5.6. The Club shall maintain a register of General, Honorary and Honorary Life Members.

## 6. MEMBERSHIP FEES

6.1. A fee shall be charged for membership of the Club for all general members ~~other than Union Members (refer Clause 5.1).~~

6.2. Fees shall be determined by the Committee of the Club from time to time as deemed appropriate.

~~A Union Member~~ A Student Member, being a student of a tertiary education establishment, or a Junior Member being under the age of 18 years, may apply for General Membership by completing a membership form and payment of the appropriate fee. Such fee shall be less than that determined by the Committee of the Club for General Membership ~~as per Clause 5.2 above.~~

6.3.

~~6.3.6.4.~~ Included in any fee shall be any levy or membership fee as may be imposed by the CAMS from time to time.

~~6.4.6.5.~~ ~~In addition to the concession on the General Membership fee specified in Clause 6.3 above,~~ The Committee of the Club is empowered to determine *other* concessional fees for classes of membership within the category of General Membership as may be appropriate (eg. 'family', 'junior' etc.).

~~Notwithstanding Clause 6.1 above, fees for membership of the Club for Honorary and Honorary Life Members shall be waived.~~

## 7. ENTITLEMENTS OF MEMBERS

7.1. All members of the Club shall have the right to:

- attend any meeting of the Club;
- vote in the election of Office Bearers; and
- vote on any business at any meeting of the Club.

~~(In respect of 7.1(b) & 7.1(c), a members' current financial membership of the Club or M.U.S.U. Inc. must be assured).~~

7.2. In addition, General Members shall:

- receive a Club membership card;
- receive such publications as the Club may issue from time to time, eg. copies of the Club newsletter/magazine;

~~have an additional vote in the election of Office Bearers and on any business at meetings of the Club,~~

- be members of the CAMS; and
- have the right to apply for CAMS Competition Licences.

~~(In respect of 7.2(c) a General members' current financial membership of the Club must be assured).~~

7.3. Honorary Members and Honorary Life Members shall have the rights of General Members ~~as per Clause 7.1 and Clause 7.2 above.~~

~~In respect of above:~~

7.4. Members shall cast votes in person, at any meeting of the club, ~~save that~~ or a member may nominate another member to act as their proxy, or a member may lodge a postal vote where accepted by the committee.

7.5. Such nomination shall be given in writing on the form (as per Appendix 3) published with the notification of the Annual General Meeting or Special Meeting.

7.6. A person so nominated must be present at the relevant meeting and shall exercise all the rights of the member.

~~There shall be no postal voting.~~

7.7. The entitlements of members are not transferable to another person and terminate upon cessation of membership whether by death, resignation or otherwise.

## 8. COMMITTEE AND OFFICE BEARERS

8.1. The management and control of the Club shall be vested in the Committee, which shall consist of the PRESIDENT, VICE-PRESIDENT, SECRETARY and TREASURER (the Executive of the Club) and ~~six (6)~~ a minimum of 4 but not exceeding 6 Ordinary Committee Members.

8.2. The Committee shall meet at any time as called by the President, Secretary or any three (3) Committee members.

The Committee shall hold office ~~for a period of twelve (12) months beginning~~ from April 1<sup>st</sup>.

- 8.3. ~~— A minimum of four (4) Committee members shall be full-time student members of or the University of Melbourne, provided that four (4) such members are available for nomination date of the Annual General Meeting, whichever is later, for a period of 1 year generally.~~
- 8.4. Any person nominated for office must have held a Club ~~General~~ Membership for the preceding year.  
~~— Notwithstanding the provisions of Clause 8.5 renewal of membership after more than one (1) years absence shall be deemed to satisfy the requirements of Clause 8.5.~~
- 8.5. Each member of the Committee shall be entitled to one (1) vote in the deciding of Committee motions of business.
- 8.6. The Committee may, at any meeting, form such SUB-COMMITTEES as are considered desirable. Such Sub-Committees shall be under the direction and control of, and responsible to, the Committee. The Treasurer shall be a member of any Sub-Committee handling special financial accounts.
- 8.7. ~~— Notwithstanding the election of Executive and Ordinary Committee Members by the General Membership (per Clause 9.2).~~ The Committee shall allocate non-executive positions to its members, as necessary for the administration of the Club.

- 8.8. All books, records, copies of correspondence and similar shall be held in the custody of the Secretary of the Club and/or Editor of any of the Club's publications, and shall be available for inspection by the Committee and the General Membership.
- 8.9. Any casual vacancy in the Committee prior to October 31 of any year shall be filled by election. Any casual vacancy in the Committee after this date and any vacancy not filled at an Annual General Meeting, or Special Meeting, or any casual vacancy in a Sub-Committee, may be filled by the co-option of a member as decided by the Committee.
- 8.10. A QUORUM for the Committee shall consist of not less than ~~six (6)~~ five (5) committee members.
- 8.11. A QUORUM for any Sub-Committee shall be an ordinary majority of the members of such Sub-Committee.
- 8.12. In the event of an equality of voting on a question of resolution, the Chairman will exercise a second or casting vote.
- 8.13. The office of a member of the Committee shall become vacant if the member:
- is disqualified ~~per Clause 11 of~~ in accordance with this Constitution; or
  - resigns the office by notice in writing given to the President or Secretary; or
  - fails to fulfil the duties of Committee office by non-attendance at six (6) successive meetings of the Committee without prior agreement of the Committee for such absences; or
  - becomes an insolvent under administration within the meaning of the Companies (Victoria) Code.

## 9. ELECTION OF COMMITTEE

- 9.1. The Committee shall be elected at the Annual General Meeting of the Club each year.
- 9.2. Separate secret ballots shall be held for the positions of President, Vice President, Secretary and Treasurer in that order. The remaining ~~six (6)~~ positions shall be determined by one (1) ballot.
- 9.3. The persons holding the offices of PRESIDENT, VICE-PRESIDENT and SECRETARY shall not hold the one (1) office for more than two (2) consecutive years.
- 9.4. Notwithstanding ~~Clause 9.2, this~~ the President, on retiring, may accept the office of Vice President ~~ex officio~~ and the ballot for Vice President shall be waived.

## 10. DETERMINATION OF BALLOTS

- 10.1. For the positions of President, Vice President, Secretary and Treasurer, the nominee receiving a greater number of votes than cast for any other nominee in the ballot shall be declared elected.
- For the positions of other Committee Members, the ballot shall be determined ~~in two parts, namely:~~
- by ~~firstly~~ declaring elected ~~that number of full time student, those~~ nominees, ~~if available, (refer Clause 8.4) to satisfy the minimum requirement for full time student members on the Committee, and~~ who have received a greater number of votes than cast for any other ~~nominees in~~ of the ballot.
- 10.2. ~~—by then declaring elected, from amongst all remaining nominees not so far elected in the ballot, that number of nominees to satisfy the total requirement for members of the Committee (refer Clause 8.1), and who have received a greater number of votes than cast for any other of the remaining nominees.~~
- 10.3. In the event that a ballot cannot be determined because of a tie in the numbers of votes cast for two or more nominees, then the tie shall be resolved by repeating the ballot for the tied position, and failing resolution by this means, by drawing in a random manner the names of the required number of nominees.
- 10.4. In the case of a motion being put before a Special Meeting for resolution, such resolution will be made on a show of hands, and the result minuted and included in the records of the Club.

- 10.5. In the event of an equality of voting on a question of resolution, the Chairperson will exercise a second or casting vote.

## **11. DISQUALIFICATION**

- 11.1. A member's name shall be removed from the Register of members if:

- A notification of resignation is tendered in writing to the President or Secretary;

Membership fees are allowed to fall into arrears for a period of three (3) calendar months;

• ; or

- Conduct, in the opinion of the Committee, is prejudicial to the good order and conduct of the Club.

11.2. Where circumstances arise as defined ~~by Clause 11.1(c), above~~, the Committee shall pass a resolution to remove a member's registration and notify the member in writing as soon as practicable.

11.2.1. The member shall have the right to appeal to the next succeeding Committee Meeting, the simple majority decision of which shall be binding on the said member.

11.2.2. To appeal such resolution of the Committee the member shall lodge written notice of intention to appeal with the secretary not later than forty eight (48) hours before the date of the appropriate Committee Meeting.

11.3. The Club in Special Meeting ~~(see Clause 15.3)~~ may by resolution remove (disqualify) any member of the committee before the expiration of such member's term of office and appoint another member as replacement to hold office until the expiration of the term of office of the disqualified member.

## 12. DISPUTES

12.1. Resolution by Referee

12.1.1. This procedure applies to disputes ~~between~~:

- a member and another member; or
- a member and the Club.

12.1.2. The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all parties.

12.1.3. If the parties are unable to resolve the dispute ~~at the meeting called in accordance with 12.2 or if a party fails to attend that meeting, within this 14 day period~~ then the parties must within 10 days, hold a meeting in the presence of a MEDIATOR.

12.1.4. The mediator must be :

- a person chosen by agreement between the parties; or
- in the absence of agreement :
  - in the case of a dispute between a member and another member, the Committee of the Club; or
  - in the case of a dispute between a member and the Club, a person who is a member of the Dispute Settlement Centre of Victoria (Department of Justice).

12.1.5. A member of the Club can be a mediator.

12.1.6. The mediator cannot be a member who is party to the dispute.

12.2. Notwithstanding ~~12.1 the~~ above, Section 14A of the Associations Incorporation Act 1981 provides another procedure whereby application may be made to the Magistrates Court for an order declaring and enforcing rights or obligations of members between themselves, or of the Club and a member ~~beyweenbetween~~ themselves. The Court may refuse to make an order, or may make an order for costs, if the Court is of the opinion that the application is unreasonable or the issue trivial.

## 13. COMPETITION YEAR

13.1. The Club competition year shall begin on March 1 of any year and shall terminate on the last day of February of the following year.

13.2. Any competition for ~~an~~ aggregate trophy trophies within the Club shall be decided within this period.

## 14. FINANCIAL YEAR

- 14.1. The financial year of the Club shall coincide with the Competition Year. ~~(refer Clause 13.1)~~

## 15. MEETINGS

- 15.1. Annual General Meeting: The Annual General Meeting of the Club shall be held at ~~the University of Melbourne or such other~~ venue as determined by the Committee, preferably no later than March 31 but in any case no later than April 30 in each year, when the Annual Report and Financial Statement shall be presented, and the election of Office Bearers and Committee shall be conducted.
- 15.2. ~~— ORDINARY GENERAL MEETING: (Commonly known as `Clubnights`)~~ Ordinary General Meeting: Ordinary General Meetings shall be held at ~~the University of Melbourne or such other~~ venue as and when decided by the Committee.

~~At least three (3) such Ordinary General Meetings must be held in the University Year, and these meetings shall be at least twenty eight (28) days apart.~~

- 15.3. Special Meetings: Special Meetings shall be held at ~~the University of Melbourne or such other venue~~ venue as decided by the Committee for the consideration of special business. Such meetings may be convened by the Committee as deemed appropriate, or shall be convened upon requisition to the Committee in writing by not less than twelve (12) members of the Club and such requisition shall state clearly the purpose for which the meeting is required.
- 15.4. Notice of meetings shall be given in writing not less than seven (7) days prior to any Annual General, General or Special Meeting. ~~Refer Clause 22.~~
- 15.5. Committee Meetings: Committee Meetings shall be held monthly, except January ~~(refer Clause 15.6)~~, at a location and time to be determined by the Committee. These meetings shall be convened for the general operation and administration of the Club. Minutes of these meetings shall be recorded, copies forwarded to Committee Members and for Club records.
- 15.6. In January, in place of a general Committee Meeting, it shall be permissible to hold a meeting of the Committee Executive only, to conduct only such routine business of the Club requiring immediate attention. All decisions taken by the Executive shall be submitted to the General Committee for ratification at the next general Committee Meeting.
- 15.7. The President shall be the Chairperson at all meetings of the Club and Committee; and when absent the Vice President shall be Chairperson; and in the absence of both, the members present shall elect a Chairperson.
- 15.8. A quorum for an Annual General, General or Special Meeting shall consist of not less than twenty (20) General Members or such number of General Members that are equal or superior to twenty five per cent (25%) of the total General Membership of the Club, ~~which ever~~ whichever is the lower number present, either in person or by proxy.
- 15.9. In the event that a quorum is not reached, these meetings shall be deemed to have not taken place.

## 16. FINANCIAL ACCOUNTS

- 16.1. All financial matters and transactions of the Club shall be recorded.
- 16.2. The financial records of the Club shall be maintained by and kept in the custody of the Treasurer of the Club.
- 16.3. The Treasurer of the Club shall:
  - collect and receive all monies due to the Club and make all payments authorised by the Club and
  - keep correct accounts and books showing the financial affairs of the Club with full details of all receipts and expenditure connected with the activities of the Club.
- 16.4. The Treasurer shall be responsible for:
  - presentation of a Statement of Financial Position and Income & Expenditure of the Club for the previous Club Financial Year at the Annual General Meeting,
  - the presentation of a summary of the financial position of the Club at each meeting of the Committee of the Club.
- 16.5. All financial records of the Club shall be presented for annual audit. Such audit shall be carried out by person/s appointed by the members of the Club present at the Annual General Meeting. The resulting report of such audit shall be included in the Treasurer's Report to the Annual General Meeting of the Club.

## 17. FUNDS

- 17.1. The funds of the Club may be derived from membership fees, subscriptions, promotion of events, provision of services to motor sport promoters or clubs, specific fund raising activities,

donations and investment revenues.

- 17.2. All funds shall be deposited in the name of the Club at financial institution/s selected by the Treasurer and approved by the Committee.
- 17.3. All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by any two (2) of the President, Secretary and Treasurer, excepting special purpose accounts.
- 17.4. All accounts for payment shall be approved by the Committee. The method of payment being by cheque, except that some accounts may be paid by cash to a limit determined by resolution of the Committee from time to time.
- 17.5. Special purpose accounts may be established by the Committee to facilitate the financial administration of specific activities or events. Such special purpose accounts may be controlled by a sub-committee or organising group appointed by the Committee and signatories may be authorised as deemed appropriate.

## **18. POWERS**

~~Solely for the purpose of furthering the objects and purposes set out above the Club shall have the power:~~

~~To take over the funds and other assets and the liabilities of the present unincorporated club known as the Melbourne University Car Club.~~

~~To indemnify any person for any loss or damage incurred as a result of having on behalf of the unincorporated club become liable to pay any amount by way of damages or otherwise.~~

- 18.1. To subscribe to, become a member of and co-operate with any other association, club or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Club provided that the Club shall not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income among its members to an extent at least as great as that imposed on the club under or by virtue of this Constitution.
- 18.2. To buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the members of the Club or persons frequenting the Club's premises.
- 18.3. To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Club: Provided that in case the Club shall take or hold any property which may be subject to any trusts the Club shall only deal with the same in such manner as is allowed by law having regard to such trusts.
- 18.4. To enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club; to obtain from any such Government or Authority any rights, privileges and concessions which the Club may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights privileges and concessions.
- 18.5. To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Club's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.
- 18.6. To invest and deal with the money of the Club not immediately required in such manner as may from time to time be thought fit.
- 18.7. To lend and advance money or give credit to any person or body corporate; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate, and otherwise to assist any person or body corporate.
- 18.8. To borrow or raise money either alone or jointly with any person or legal entity in such manner as may be thought proper and whether upon fluctuating advance account or overdraft or otherwise to represent or secure any monies and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the incorporated Club's property or assets present or future and to purchase, redeem or pay-off any such securities.
- 18.9. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- 18.10. To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Club.
- 18.11. To hold or take mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price of any part of the Club's property of whatsoever kind sold by the Club, or any money due to the Club from purchasers and others.
- 18.12. To take any gift of property whether subject to any special trust or not, for one or more of the objects of the Club but subject always to the proviso in Clause 18.5.
- 18.13. To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Club, in the shape of donations, annual subscriptions or otherwise.

- 18.14. To print and publish any newspapers, periodicals, books or leaflets that the Club may think desirable for the promotion of its objects.
- 18.15. To amalgamate with any one or more incorporated clubs or associations having objects altogether or in part similar to those of the Club and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Club under or by virtue of this Constitution.
- 18.16. To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the incorporated clubs or associations with which the Club is authorised to amalgamate.
- 18.17. To transfer all or any part of the property, assets, liabilities and engagements of the Club to any one or more of the incorporated clubs or associations with which the Club is authorised to amalgamate.
- 18.18. To make donations for patriotic, charitable or community purposes.
- 18.19. To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club.

### **VOTING**

~~Each member present at any meeting shall be entitled to vote according to the nature of membership (refer Clause 7).~~

## **19. BY-LAWS AND REGULATIONS**

- 19.1. The Committee of the Club shall, from time to time, make, repeal or amend such By-Laws and Regulations supplementary to this Constitution as they shall think expedient for the internal management and well being of the Club.
- 19.2. A breach of such By-Laws may be cause for expulsion of a member on the grounds set out in Clause 11.1(c) of this Constitution.

## **20. INTERPRETATION OF CONSTITUTION**

- 20.1. ~~Subject to the direction from the GAMS or M.U.S.U. Inc.,~~ The Committee of the Club is the sole authority for the interpretation of this Constitution, and the By-Laws and Regulations made thereunder, and the decision of the Committee of the Club upon any matter of interpretation, or upon any matter affecting the Club, and not provided for by this Constitution or by the By-Laws and Regulations made thereunder shall be final and binding on the members of the Club.

## **21. ALTERATION OF THE CONSTITUTION AND PURPOSES**

- 21.1. This Constitution may be added to, repealed or amended by the resolution of a Special Meeting, provided that no less than three quarters (3/4) of the members present vote in favour of such resolution and that at least twenty one (21) days notice in writing of such meeting is given to all members.

## **22. DISSOLUTION OF THE CLUB**

- 22.1. The Club shall be dissolved in the event of the membership being less than twenty (20) members holding General Membership for a period of not less than two (2) calendar months.

OR

- 22.2. Upon a vote of a three-quarter (3/4) majority of General members present at a Special Meeting convened to discuss such dissolution.

Upon dissolution, any assets or funds on hand, after settlement of all liabilities and expenses incurred, shall be ~~handed over/donated~~ to ~~the M.U.S.U. Inc. or its successor.~~

- ~~— Such assets or funds, in the form of bank accounts, will be maintained intact by the M.U.S.U. Inc.~~
- ~~— In the event of a future reformation of the Club, or formation of a club resembling the Melbourne University Car Club Incorporated, an appropriate charity as determined by the *Committee*~~