

# **Constitution**

## **Z Car Club NSW,**

Incorporating Z Car Club Sydney  
ABN 12 660 848 844

Dated 17/11/2021

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# 1. Part 1 – Preliminary

## **Preamble**

This constitution is based on the NSW Fair Trading Model Constitution (as amended).

For further information in respect of the *Associations Incorporation Act 2009* and the *Associations Incorporation Regulation 2016* (or as amended) refer to [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

## **Definitions**

### **(1) In this constitution:**

**“Act”** means the *Associations Incorporation Act 2009* as amended or replaced.

**“Annual General Meeting”** means an Annual General Meeting of the Club convened in accordance with clause 6.2 and clause 6.3.

**“Associate Member”** means a financial member of the Club who does not fulfil the ownership requirements of clause 4.1 (2) (b) or is a partner wife or child of a member.

**“Club”** means the Z Car Club, NSW.

**“Club Magazine”** means a Club-specific news or newsletter or similar (Web post), the provision of which may be included in membership fees, as determined by the Committee from time to time.

**“Editor”** means Editor (Webmaster or person that publishes post or other club information such as a newsletter, Webpost, FaceBook post or other club posts)

**“Club Registrar”** means the person(s) elected at the most recent Annual General Meeting to maintain the register of cars for the purpose of Conditional Registration.

**“Committee”** means the Committee established in accordance with the Act to manage the affairs of the Club.

**“Conditional Registration”** means the scheme so named and administered by the Transport for NSW or any successor to that body, allowing certain vehicles limited access to the road network.

**“Concours D’Elegance”** means the judging of Marque cars in accordance with the American d’elegance standard.

**“Display Day”** means the annual (Show & Shine) showing and road class level judging of vehicles of the Marque as determined by the Club.

**“Motorsport Australia”** or any successor to that body, is the governing body for Motor Sport in Australia.

**“General Meeting”** means a General Meeting convened in accordance with clause 6.1.

**“Marque”** is limited to all vehicles bearing the Nissan Datsun Z car name either on its own or in association.

**“Member”** means a financial member of the Club who fulfils the ownership requirements of clause 4.1 (2) (b).

**“Membership Secretary”** means:

- A. the person holding office under this constitution as Membership Secretary of the Club;
- B. or if no such person holds that office, the President of the Club.

**“Office-Bearer”** means the holder of an office referred to in clause 5.3 (2).

**“Ordinary Committee Member”** means a member of the Committee who is not an Office- Bearer of the Club as referred to in clause 5.3 (2).

**“Other Motor Club”** means a club, body or organisation, corporate or incorporated, whose objects are principally the preservation of the use of motor vehicles, either in general, or by marque.

**“Public Officer”** means:

- A. the person holding office under this constitution as Public Officer of the Club;
- B. or if no such person holds that office, the Secretary or President of the Club.

**“Regulation”** means the *Associations Incorporation Regulation 2016* as amended or replaced.

**“TfNSW”** means the Transport for New South Wales or its successors.

**“CMC”** Council of Motoring Clubs or any successor to that body.

**“Secretary”** means:

- A. the person holding office under this constitution as Secretary of the Club;
- B. or if no such person holds that office, the Public Officer of the Club.

**“Special General Meeting”** means a General Meeting of the Club other than an Annual General Meeting or a General Meeting.

**“Special Resolution”** means a resolution:

- A. of which at least 21 days' notice has been given before the date on which the meeting is held, stating the terms of the resolution and that the resolution is intended to be passed as a special resolution;
- B. and which is supported by at least three-quarters of the votes cast by Members of the Club who, under this constitution, are entitled to vote on the proposed resolution.

**(2) In this constitution:**

- A. a reference to a function includes a reference to a power, authority and duty; and
- B. a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty.

**(3) The provisions of the *Interpretation Act 1987* apply to and in respect of this constitution in the same manner as those provisions would so apply if this constitution were an instrument made under the Act.**

## **2. Part 2 – Objectives**

The Club is formed with the following objectives:

(1) A. The Club is established to promote the sport and pastime of motoring in all its forms and to further the interests of owners and drivers of Nissan Datsun Z cars.

B. The Club must pursue charitable purposes only and must apply its income in promoting those purposes.

(2) To provide a forum for exchange of technical information, literature, spare parts, mechanical skills and every other material and facility in order that each vehicle of the Marque may be preserved, restored, modified, maintained and utilised in the best possible condition.

(3) To organise and to conduct for members, events of a social, informative or competitive nature, including Concours D'Elegance, Show & Shine, sporting events, touring, and attendances at gatherings of any sport associated with the Marque or with any other motor vehicles, and to invite to selected events members of selected other motor clubs, as appropriate.

(4) To correspond as required or as desired with every other club and organisation within and without Australia that has as its object the preservation and maintenance of the Marque, and to co-operate with every such club or organisation which offers or desires assistance from or association with the Club in pursuit of these objects.

(5) To maintain affiliation with Motorsport Australia or any successor to that body, observing and complying with the provisions of that affiliation and the National Competition Rules.

(6) To maintain affiliation with the Combined Motoring Clubs (CMC) or any successor to that body, as financial members to access the conditional (Historic Vehicle) registration scheme.

(7) To foster driver education, safety, and courtesy on the roads and in all competitions in which members of the Club participate, and friendship and co-operation between members of the Club and those of other motor clubs in pursuit of these objects.

(8) To document, and publicise the activities of the Club and the presence and maintenance of the Marque, utilising the Clubs, electronic presence, for example the Club website or Facebook, a library of technical and historical material, and such other means as the Committee may decide.

### **3. Legal Capacity and Powers**

In accordance with the Act, the Club has the legal capacity and powers of an individual.

#### **3.1 No distribution to members**

No portion of the income or property of the CLUB may be paid directly or indirectly, by way of dividend, bonus or otherwise to the members.

### **4. Part 4 – Membership**

#### **4.1 Membership generally**

(1) There are two main categories of membership:

Member  
Associate Member.

(2) A person becomes a Member of the Club if:

- A. the person is a natural person; and (i.e. individual not legal entity)
- B. has proved, in a manner satisfactory to the Committee, present or past ownership of a vehicle of the Marque (Z Car); and
- C. they have declared an interest in Z cars and intend to participate in club events or activities
- D. the person has applied, paid the required fees, and been approved for membership of the Club by the Committee.

(3) A Member is eligible to have a second person (e.g. partner, child or other person) become an associate member or they are a potential member that has declared an interest in Z cars and intend to participate in club events or activities.

A person becomes an Associate Member of the Club if:

- A. the person is a natural person; and
- B. the person has applied, paid the required fees, and been approved for membership of the Club by the Committee
- C. they have declared an interest in Z cars and intend to participate in club events or activities.

#### **4.2 Rights of members**

(1) A Member has the right to:

- A. Attend all meetings and functions of the Club;
- B. Vote at Club meetings;
- C. Stand for election or be appointed as an Office-Bearer or Ordinary Committee Member in accordance with Section 5.3 of this constitution;
- D. Requisition a Special General Meeting of members; and
- E. Attain access to the clubs Facebook group and access the member page on the clubs website.

(2) An Associate Member has the right to:

- A. Attend all meetings and functions of the Club;
- B. Attain access as a member of the clubs Facebook group

- C. Associate members do not qualify for conditional registration.

#### **4.3 Application for membership**

(1) An application for membership of the Club shall be made in writing on the form approved by the Committee from time to time and made available to applicants either directly (by the Membership Secretary or other Committee member) or online through the Club's website, together with relevant fees as determined by the Committee from time to time, and submitted to the Membership Secretary.

(2) As soon as practicable after receiving an application for membership, the Membership Secretary:

- A. must refer the application to the Committee, which is to determine whether to approve or to reject the application,
- B. and if so approved, notify the applicant in writing (including by email or other electronic means) of that approval; or otherwise

(3) The Membership Secretary shall advise the Secretary, Treasurer and the Editor (Webmaster) of the new membership, enter the applicant(s) name in the Register of Members and, upon the name being so entered, the applicant(s) becomes a member of the Club.

#### **4.4 Life Membership**

(1) The Club may, by Special Resolution put to a General Meeting, extend to selected persons an invitation to life membership which, if accepted, will entitle the life member to full membership rights and entitlements for life without further payment of a membership fee at any time.

A life member is deemed to be a financial member of the club for the purposes of Conditional (Historic) Vehicle registration.

(2) Persons who may be selected for invitation to life membership shall include such persons who in the judgement of the Committee have by special achievement, endeavour or attribute made a significant and permanent or unique contribution to the fame or longevity of the Marque or of the Club, whether within or without New South Wales.

(3) Continuous active membership of the club for more than 10 years is a prerequisite.

#### **4.5 Honorary Membership**

(1) The Club may, by resolution put to a General Meeting, extend to selected persons an invitation to become an Honorary Member of the Club and will entitle the Honorary Member full membership rights and entitlements for life without payment of a membership fee at any time

(2) Persons who may be selected for invitation to honorary membership shall include such persons who in the judgement of the Committee have historical connections to the Marque.

#### **4.6 Cessation of membership**

A person ceases to be a member of the Club if the person:

- A. dies; or resigns membership; or is expelled from the Club; or is legally incapacitated
- B. fails to pay the annual membership fee under clause 4.11 within (1) month after the fee is due, and fails to respond to club reminders re non-payment of overdue membership fees.

#### **4.7 Membership entitlements not transferable**

A right, privilege or obligation which a person has by reason of being a member of the Club:

- A. is not capable of being transferred or transmitted to another person;
- B. and terminates on cessation of the person's membership.

#### **4.8 Resignation of membership**

(1) A member of the Club may resign from membership of the Club by providing the Membership Secretary with written notice of the member's intention to resign and the date on which the resignation is to become effective.

(2) If a member of the Club ceases to be a member under subclause (1) and in every other case where a member ceases to hold membership, the Membership Secretary must make an appropriate entry in the register of members recording the date on which the member ceased to be a member. The resigned member is not entitled to any rebates of membership fees.

#### **4.9 Register of members**

(1) The Membership Secretary of the Club must maintain a register of members of the Club specifying the contact details of each person who is a member of the Club, together with the date on which the person became a member.

(2) The register of members must be kept in New South Wales:

- A. at the main premises of the Club; or
- B. if the Club has no premises, at the address of the Membership Secretary
- C. Alternatively it may be kept as an electronic copy.

(3) The register of members must be made available for inspection, free of charge, by any Member of the Club at a General Meeting, or as otherwise agreed with the Membership Secretary following a member's written request.

(4) A Member of the Club may obtain a copy of any part of the names and email addresses of members on the register on payment of a fee of not more than \$1 for each page copied.

(5) If a member requests that any information contained on the register about the member (other than the member's name) not be available for inspection, then that information must not be made available for inspection.

(6) A Member must not use information about a person obtained from the register to contact or send material to the person other than for:

- A. the purposes of sending the person, a notice in respect of a meeting or other event relating to the Club or other material relating to the Club; or
- B. any other purpose necessary to comply with a requirement of the Act or the Regulation.

(7) If the register of members is kept in electronic form:

- A. it must be convertible into hard copy; and
- B. the requirements in subclauses (2) and (3) apply as if a reference to the register of members is a reference to a current hard copy of the register of members.

(8) Please refer to Clause 7.6 Inspection of books sub clause (3).

#### **4.10 Fees and subscriptions**

A member of the Club must pay to the Club an annual membership fee as determined by the Committee. Payment is due and payable before 1 January in each calendar year.

#### **4.11 Members' liabilities**

##### **(1) Limited liability**

The liability of the members is limited.

- (2) The liability of a member of the club to contribute towards the payment of the debts and liabilities of the association or the costs, charges and expenses of the winding up of the association is limited to the amount, if any, unpaid by the member in respect of membership of the association as required by clause 4.11.

#### **4.12 Resolution of disputes**

(1) A dispute between a member and another member (in their capacity as members) of the Club, or a dispute between a member or members and the Club, is to be referred to a Community Justice Centre for mediation under the *Community Justice Centres Act 1983*.

(2) If a dispute is not resolved by mediation within 3 months of the referral to a Community Justice Centre, the dispute is to be referred to arbitration.

(3) The *Commercial Arbitration Act 2010* applies to a dispute referred to arbitration.

#### **4.13 Disciplining of members**

(1) A complaint may be made to the Committee by any person (member or committee member) that a member of the Club:

- A. has refused or neglected to comply with a provision or provisions of this constitution; or
- B. has wilfully acted in a manner prejudicial to the interests of the Club.

(2) The Committee may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature.

(3) If the Committee decides to deal with the complaint, the Committee:

- A. must cause notice of the complaint to be served on the member concerned; and
- B. must give the member at least 14 days from the time the notice is served within which to make submissions to the Committee in connection with the complaint; and
- C. must take into consideration any submissions made by the member in connection with the complaint.

(4) The Committee may, by resolution, expel the member from the Club or suspend the member from membership of the Club 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 the expulsion or suspension is warranted in the circumstances.

(5) If the Committee expels or suspends a member, the Secretary must, within 7 days after the action is taken, cause written notice to be given to the member of the action taken, of the reasons given by the Committee for having taken that action and of the member's right of appeal under clause 4.15.



(6) The expulsion does not take effect:

- A. until the expiration of the period within which the member is entitled to appeal against the resolution concerned; or
- B. if within that period the member exercises the right of appeal, unless and until the Club confirms the resolution under clause 4.14, whichever is the later.

#### ***4.14 Right of appeal of disciplined member***

(1) A member may appeal to the Club in General Meeting against a resolution of the Committee under clause 4.14, within 7 days after notice of the resolution is served on the member, by lodging with the Secretary a notice to that effect.

(2) The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.

(3) On receipt of a notice from a member under subclause (1), the Secretary must notify the Committee which is to convene a General Meeting of the Club to be held within 28 days after the date on which the Secretary received the notice.

(4) At a General Meeting of the Club convened under subclause (3):

- A. the Committee and the member must be given the opportunity to state their respective cases orally or in writing, or both; and
- B. the members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked; and
- C. the appeal is to be determined by a simple majority of the votes so cast.

## **5. Part 5 - The Committee**

### ***5.1 Powers of the Committee***

Subject to the Act, the Regulation and this constitution, and to any resolution passed by the Club in any General Meeting, the Committee:

- A. is to control and manage the affairs of the Club; and
- B. may exercise all such functions as may be exercised by the Club, other than those functions that are required by this constitution to be exercised by a General Meeting of Members of the Club; and
- C. has power to perform all such acts and do all such things as appear to the Committee to be necessary or desirable for the proper management of the affairs of the Club.
- D. shall have power to make and publish any-by-laws for the better management and control of the Club, which shall not be inconsistent with this Constitution,
- E. and shall have the power to invite any other person to attend Committee Meetings who may be of assistance to them in a professional, technical or skilled manner, provided that such person shall not be entitled to a vote upon Committee.

### ***5.2 By Laws Operations Handbook***

The Committee shall;

- A. document all by laws, operations and procedures of the club in an Operations Handbook.
- B. be empowered to make, repeal & amend such by-laws as they consider necessary for the proper conduct of the Club;
- C. By-Laws and operating procedures shall have effect until otherwise determined by the Committee or at an Annual General Meeting or Special General Meeting of the Club in accordance with the Club's Constitution.

- D. keep in electronic form the Operations handbook and may amended from time to time. The Secretary will maintain a control copy of the Operations Handbook.
- E. will make the Operations Handbook available to Members for viewing. Members wishing to have a hard copy of the Operations Handbook will pay \$1.00 per page for photocopying.

### **5.3 Composition and membership of Committee**

- (1) The committee is to consist of:
  - A. the office-bearers of the association, and
  - B. at least 3 ordinary committee members, each of whom is to be elected at the annual general meeting of the association under clause 5.4.

- (2) The Office-Bearers of the Club are as follows:

- A. President
- B. Vice President
- C. Treasurer
- D. Secretary

Ordinary Committee Member positions may include 7 members or as many as the committee feels necessary for the proper running of the club: These may consist of:

- A. Membership secretary
- B. Events secretary
- C. Web master
- D. IT officer
- E. Merchandise
- F. Technical officer
- G. Club registrar(s)
- H. CMC delegate

- (3) A Committee member may not hold more than 2 offices other than at the express determination of the Committee.

- (4) A Committee member may not hold the offices of both President and Vice-President.

- (5) Each member of the Committee is, subject to this constitution, to hold office until the following the Annual General Meeting which must be held within 3 months of the end the calendar year, when all positions are declared vacant.

- (6) The committee has the authority to consider the appointment of a public officer as required under act.

### **5.4 Election of Committee members**

- (1) Nominations of candidates for election as Office-Bearers of the Club or as Ordinary Committee Members:
  - A. must be made in writing, signed by two Members of the Club and accompanied by the written consent of the candidate which may be endorsed on the nomination form as approved by the Committee from time to time and made available to applicants either directly (by the Secretary or other Committee member) or through the Club's website; and
  - B. must be delivered to the Secretary of the Club at least 7 days before the date fixed for the holding of the Annual General Meeting at which the election is to take place.
  - C. if no Member nominates for a particular position in accordance with subclause (1A,B), verbal nominations are to be invited at the Annual General Meeting.

- (2) If only one Member nominates for a particular position, that Member is taken to be elected to that position, subject to the normal voting process.
- (3) If insufficient further nominations are received, any vacant positions remaining on the Committee are taken to be casual vacancies.
- (4) If more than one Member nominates for a particular position, a secret ballot is to be held.
- (5) The secret ballot for the election of Office-Bearers and Ordinary Committee Members is to be conducted at the Annual General Meeting in such usual and proper manner.
- (6) The Committee shall maintain the right to appoint other Office Bearers or Ordinary Committee Members as deemed appropriate and such appointment(s) shall be ratified by the next General Meeting of Members. (If and when the position falls vacant.)
- (7) The committee can appoint members to assist the committee where duties are onerous, specialist skills or projects are required but only in a non-voting capacity.
- (8) A position of Ordinary Committee Member or Office-Bearer may be held jointly by two persons simultaneously where this is approved by the majority of votes by those present in person at the relevant Annual General Meeting.
- (9) A person nominated as a candidate for election as an Office-Bearer or as an Ordinary Committee Member must be a Member of the Club.

#### **5.5 Secretary**

- (1) The Secretary of the Club must, as soon as practicable after being appointed as Secretary, lodge notice with the Club of his or her address, if the Club does not already hold such information.
- (2) It is the duty of the Secretary to keep minutes of:
  - A. all appointments of Office-Bearers and members of the Committee; and
  - B. the names of members of the Committee present at a Committee meeting or a General Meeting or a Special General Meeting; and
  - C. all proceedings at Committee meetings and General Meetings and Special General Meetings; and
  - D. correspondence received and issued by the Club.
- (3) Wherever possible, minutes of proceedings at a meeting must be accepted by the next meeting following publication of those minutes. If applicable, appropriate amendments to the former minutes shall be recorded in the latter meeting's minutes and the former minutes amended accordingly.

#### **5.6 Treasurer**

It is the duty of the Treasurer of the Club to ensure:

- A. that all money due to the Club is collected and received and that all payments authorised by the Club are made; and
- B. that correct books and accounts are kept showing the financial affairs of the Club, including full details of all receipts and expenditure connected with the activities of the Club.

### **5.7 Casual vacancies**

(1) In the event of a casual vacancy occurring in the membership of the Committee, the Committee may appoint a Member of the Club to fill the vacancy and the Member so appointed is to hold office, subject to this constitution, until the conclusion of the original term, provided members ratify this appointment at a general meeting.)

(2) A casual vacancy in the office of a member of the Committee occurs if the member: dies; or

- A. ceases to be a Member of the Club; or
- B. resigns office by notice in writing given to the Secretary; or
- C. is removed from office under clause 5.8; or
- D. becomes a mentally incapacitated person; or
- E. is convicted of an offence involving fraud or dishonesty, and the Club becomes aware of this offence.

### **5.8 Removal of Committee members**

(1) The Club in the Committee meeting may by resolution remove any member of the Committee from the office of member before the expiration of the member's term of office if that member is deemed to bring the club into disrepute or causes ongoing conflict or fails to perform the duties of the office.

(2) If a member of the Committee to whom a proposed resolution referred to in subclause (1) relates makes representations in writing to the Secretary or President (not exceeding a reasonable length) and requests that the representations be notified to the members of the Club, the Secretary or the President may send a copy of the representations to each Member of the Club or, if the representations are not so sent, the member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

### **5.9 Committee meetings and quorum**

(1) The Committee should meet at least 6 times in each period of 12 months at such place and time as the Committee may determine.

(2) Additional meetings of the Committee may be convened by the President or by any member of the Committee.

(3) Oral or written notice of a meeting of the Committee must be given by the Secretary or President to each member of the Committee at least 48 hours (or such other period as may be unanimously agreed on by the members of the Committee) before the time appointed for the holding of the meeting.

(4) Notice of a meeting given under subclause (3) must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the Committee members present at the meeting unanimously agree to treat as other business.

(5) Any 4 members of the Committee constitute a quorum for the transaction of the business of a meeting of the Committee.

(6) No business is to be transacted by the 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 is to stand adjourned to the same place and at the same hour of the same day in the following week (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned).

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

(8) At a meeting of the Committee:

- A. the President or, in the President's absence, the Vice-President is to preside; or
- B. if the President and the Vice-President are absent or unwilling to act, such one of the remaining members of the Committee as may be chosen by the members present at the meeting is to preside providing there is a quorum.

#### **5.10 Use of technology at Committee meetings**

(1) A Committee meeting may be held at 2 or more venues using any technology approved by the Committee that gives each of the Committee's members a reasonable opportunity to participate.

(2) A Committee member who participates in a Committee meeting using that technology is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

#### **5.11 Delegation by Committee to sub-committee**

(1) The Committee may, by instrument in writing, delegate to one or more sub-committees (consisting of such Member or Members of the Club as the Committee thinks fit) the exercise of such of the functions of the Committee as are specified in the instrument, other than:

- A. this power of delegation; and
- B. a function which is a duty imposed on the Committee by the Act or by any other law.

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

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

(4) Despite any delegation under this clause, the Committee may continue to exercise any function delegated.

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

(6) The Committee may, by instrument in writing, revoke wholly or in part any delegation under this clause.

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

#### **5.11 Voting and decisions**

(1) Questions arising at a meeting of the Committee or of any sub-committee appointed by the Committee are to be determined by a majority of the votes of members of the Committee or sub-committee present at the meeting.

(2) Each member present at a meeting of the Committee or of any sub-committee appointed by the Committee (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.

(3) Subject to subclause 5.9 (5), the Committee may act despite any vacancy on the Committee.

(4) Any act or thing done or suffered, or purporting to have been done or suffered, by the Committee or by a sub-committee appointed by the Committee, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the Committee or sub-committee.

### **5.12 Indemnity and insurance**

To the extent permitted by the Act, the Club may indemnify:

(1) every person who is or has been an officer of the Club; and

(2) where the committee of directors considers it appropriate to do so, any person who is or has been an officer of a related body corporate of the Club; against all losses, liabilities, costs, charges and expenses incurred by that person in his or her capacity as an officer of the Club or of the related body corporate (as the case may be).

This indemnity includes, without limitation:

(3) a liability for negligence; and

(4) a liability for reasonable legal costs on a solicitor client basis including in respect of civil or criminal proceedings except to the extent prohibited by section 199A(3) of the Act.

An officer must:

(1) give notice to the Club promptly on becoming aware of any Claim against the officer that may give rise to a right to be indemnified by the Club;

(2) take such action as the Club reasonably requests to avoid, dispute, resist, appeal against, compromise or defend any Claim or any adjudication of a Claim;

(3) not make any admission of liability in respect of or settle any Claim without the prior written consent of the Club;

(4) allow the Club or its insurers to assume the conduct, negotiation or defence of any Claim and, on request by the Club, render all reasonable assistance and co-operation to the Club or its insurers in the conduct of any Claim, including giving the Club or its insurers any document, authority or direction that the Club or its insurers may reasonably require for the prosecution or advancement of any counterclaim or cross-claim;

(5) on request by the Club or its insurers, do everything necessary or desirable which the Club reasonably requests to enable the Club or its insurers (so far as it is possible) to be subrogated to and enjoy the benefits of the officer's rights in relation to any counterclaim or cross-claim or any claims against any third party and render such assistance as may be reasonably requested by the Club or its insurers for that purpose; and

(6) notify any Claim to an insurer or any other person who may be liable to indemnify the officer in respect of that Claim and promptly take all reasonable steps to enforce all the officer's rights against the insurer or other person.

A Claim means:

(1) any writ, summons, cross-claim, counterclaim, application or other originating legal or arbitral process against an officer as an officer of the Club;

(2) any hearing, complaint, inquiry, investigation, proceeding or application commenced or originating against an officer as an officer of the Club; or

(3) any written or oral demand or threat that might result in the officer reasonably believing that any such process, hearing, complaint, inquiry, investigation, proceeding or application referred to may be initiated.

**Insurance** The Club may pay or agree to pay a premium in respect of a contract insuring a person who is or has been an officer of the Club or a related body corporate of the Club against any liability incurred by the person as an officer of the Club or a related body corporate except a liability (other than one for legal costs) arising out of:

(1) conduct involving a wilful breach of duty in relation to the Club; or

(2) a contravention of section 182 or 183 of the Act. An officer of the Club is not liable for the act, neglect or default of any other officer or for joining in any act or for any other loss, expense or damage which arises in the execution of the duties of his or her office unless it arises through his or her own negligence, default, breach of duty or breach of trust.

Meaning of "officer", officer means a director or secretary or a member of a committee.

## **6. Part 6 - General Meetings**

### ***6.1 General Meetings - Holding of***

The Club shall hold a General Meeting for members and visitors, generally each month, at a location, date and time as determined by the Committee.

### ***6.2 Annual General Meetings - holding of***

The Club must hold its Annual General Meeting within 3 months after the close of the Club's financial year.

### ***6.3 Annual General Meetings - calling of and business at***

(1) The Annual General Meeting of the Club is, subject to the Act and to clause 6.2, to be convened on the date and at the place and time as the Committee thinks fit.

(2) In addition to any other business which may be transacted at an Annual General Meeting, the business of an Annual General Meeting is to include the following:

- A. to confirm the minutes of the last preceding Annual General Meeting and of any Special General Meeting held since that meeting;
- B. to receive from the Committee reports on the activities of the Club during the last preceding financial year;
- C. to elect Office-Bearers of the Club and Ordinary Committee Members; and
- D. to receive and consider any financial statement or report required to be submitted to members under the Act.

(3) An Annual General Meeting must be specified as such in the notice convening it.

### ***6.4 Special General Meetings - calling of***

(1) The Committee may, whenever it thinks fit, convene a Special General Meeting of the Club.

(2) The Committee must, on the requisition in writing of at least 5 Members, convene a Special General Meeting of the Club.

(3) A requisition of Members for a Special General Meeting:

- A. must be in writing; and
- B. must state the purpose or purposes of the meeting; and
- C. must be signed by the Members making the requisition; and
- D. must be lodged with the Secretary; and
- E. may consist of several documents in a similar form, each signed by one or more of the Members making the requisition.

(4) If the Committee fails to convene a Special General Meeting to be held within 1 month after that date on which a requisition of Members for the meeting is lodged with the Secretary, any one or more of the Members who made the requisition may convene a Special General Meeting to be held not later than 3 months after that date.

(5) A Special General Meeting convened by a Member or Members as referred to in subclause (4) must be convened as nearly as is practicable in the same manner as General Meetings are convened by the Committee.

(6) For the purposes of subclause (3):

- A. a requisition may be in electronic form; and
- B. a signature may be transmitted, and a requisition may be lodged, by electronic means.

### **6.5 Notice**

(1) Except if the nature of the business proposed to be dealt with at a General Meeting requires a Special Resolution of the Club, the Secretary must, at least 14 days before the date fixed for the holding of the General Meeting, give a notice to each member specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.

(2) If the nature of the business proposed to be dealt with at a General Meeting requires a Special Resolution of the Club, the Secretary must, at least 21 days before the date fixed for the holding of the General Meeting, cause notice to be given to each member specifying, in addition to the matter required under subclause (1), the intention to propose the resolution as a Special Resolution.

Note. A Special Resolution must be passed in accordance with section 39 of the Act.

(3) No business other than that specified in the notice convening a Special General Meeting is to be transacted at the meeting except, in the case of an Annual General Meeting, business which may be transacted under clause 6.3 (2).

(4) A Member desiring to bring any business before a General Meeting may give notice in writing of that business to the Secretary who must include that business in the next notice calling a General Meeting given after receipt of the notice from the Member.

(5) In the case of monthly General Meetings, Special General Meetings and Annual General Meetings, it shall be deemed that each member entitled to notice of the meeting has been served with the notice of meeting provided that due notice is included in the Club email circulated to all members of the Club, and provided that the Club email is sent to all such members to allow sufficient notice of meeting as provided herein.

(6) Monthly General Meetings will follow the President's agenda covering such items as deemed normal club business including:

- A. Confirmation the minutes of the preceding General Meeting
- B. to receive and consider the financial statement or report
- C. To receive and consider any member resolutions
- D. Committee reports on the activities of the Club during the preceding month
- E. General business.



(7) **Waiver of notice:** All resolutions of the directors passed at a meeting where a quorum is present but where notice of meeting has not been given to each director, or any act carried out under any of the resolutions, is as valid as if notice of meeting had been given to all directors if each director to whom notice was not given subsequently agrees to waive the notice.

#### **6.6 Quorum for General Meetings**

(1) No item of business is to be transacted at a General Meeting unless a quorum of members entitled under this constitution to vote is present during the time the meeting is considering that item.

(2) Five Members present (being members entitled under this constitution to vote at a General Meeting) constitute a quorum for the transaction of the business of a General Meeting.

(3) If within half an hour after the appointed time for the commencement of a General Meeting a quorum is not present, the meeting:

- A. if convened on the requisition of Members, is to be dissolved; and
- B. in any other case, is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.

(4) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the Members present (being at least 3) are to constitute a quorum.

#### **6.7 Presiding member**

(1) The President or, in the President's absence, the Vice-President, is to preside as chair at each General Meeting of the Club.

(2) If the President and the Vice-President are absent or unwilling to act, the Members present must elect one of their number to preside as chair at the meeting providing a quorum is present.

#### **6.8 Adjournment**

(1) The chair of a 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 and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

(2) If a General Meeting is adjourned for 14 days or more, the Secretary must give written or oral notice of the adjourned meeting to each member of the Club stating 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 subclauses (1) and (2), notice of an adjournment of a General Meeting or of the business to be transacted at an adjourned meeting is not required to be given.

#### **6.9 Making of decisions**

(1) A question arising at a General Meeting of the Club is to be determined by either: a show of hands; or

- A. if on the motion of the chair or if 5 or more members present at the meeting decide, by a written Secret ballot.

(2) If the question is to be determined by a show of hands, a declaration by the chair that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minutes 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.

(3) If the question is to be determined by a written ballot, the ballot is to be conducted:

- A. immediately in the case of a poll which relates to the election of the chair of the meeting or to the question of an adjournment; or
- B. in any other case, in such manner and at such time before the close of the meeting as the chair directs;
- C. and the resolution of the ballot on the matter shall be deemed to be a resolution of the meeting on that matter.

### **6.10 Special Resolutions**

The following matters require a Special Resolution:

- A. Change in the Club's name, objects, or constitution;
- B. Winding up the Club;
- C. Distribution of surplus property on winding up;
- D. Cancellation of registration of the Club;
- E. Distribution of assets on cancellation of registration of the Club;
- F. Transfer of registration of the Club to a different law;
- G. and Election of life members.

Fair Trading NSW, or a relevant successor entity, must receive an application for authorisation of changes (a) to (f) within 28 days of the resolution.

### **6.11 Voting**

(1) On any question arising at a General Meeting of the Club a Member has one vote only.

(2) In the case of an equality of votes on a question at a General Meeting, the chair of the meeting is entitled to exercise a second or casting vote.

(3) A Member is not entitled to vote at any General Meeting of the Club unless all money due and payable by the Member to the Club has been paid.

(4) An Associate Member is not entitled to vote.

### **6.12 Postal Ballots**

The Club may hold an electronic ballot to determine any issue or proposal.

#### ***Use of technology at General Meetings***

(1) A General Meeting may be held at 2 or more venues using any technology approved by the Committee that gives each of the Club's Members a reasonable opportunity to participate.

(2) A Member of the Club who participates in a General Meeting using that technology is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.

### **6.13 Appointment of Proxies**

(1) The Club does not permit the appointment of proxies or proxy voting, a postal or electronic ballot to determine any issue or proposal.

## **7. Part 7 - Miscellaneous**

### **7.1 Insurance**

The Club may effect and maintain insurance.

### **7.2 Funds – source**

(1) The funds of the Club are to be derived from annual fees and subscriptions of Members, donations and, such other sources as the Committee determines.

All money received by the Club must be deposited as soon as practicable and without deduction to the credit of the Club's bank or other authorised deposit-taking institution account.

(2) With exception the treasurer may hold some cash for change and/or petty cash. All moneys are to be accounted for at source with receipts and in the books and in balancing with bank A/C at the end on the period.

(3) All payments should be through bank A/C's payment system.

### **7.3 Funds – management**

(1) Subject to any resolution passed by the Club in General Meeting, the funds of the Club are to be used solely in pursuance of the objects of the Club in such manner as the Committee determines.

(2) With the exception of transfers between the Club's bank accounts, all financial payments must be approved and/or signed by two authorised signatories.

(3) Subclause (2) shall not apply to Club debit cards authorised by the Committee and issued to Members of the Club as determined by the Committee.

### **7.4 Club is non-profit**

Subject to the Act and the Regulation, the Club must apply its funds and assets solely in pursuance of the objects of the Club and must not conduct its affairs so as to provide a pecuniary gain for any of its members.

### **7.5 Change of name, objects and constitution**

(1) The constitution and objects of the Club may be amended only by Special Resolution and in accordance with the Act.

(2) An application for registration of a change in the Club's name, objects or constitution in accordance with section 10 of the Act is to be made by the Public Officer or a Committee member.

### **7.5 Custody of books etc.**

Except as otherwise provided by this constitution, all records, books and other documents relating to the Club must be kept in New South Wales in the custody of a Member of the Club, as the Committee determines.

### **7.6 Inspection of books etc.**

(1) The following documents must be open to inspection, free of charge, by a Member of the Club at any reasonable hour:

- A. records, books and other financial documents of the Club; this constitution; and
- B. minutes of all Committee meetings and General Meetings of the Club.

(2) A Member of the Club may obtain a copy of any of the documents referred to in subclause (1) on payment of a fee of not more than \$1 for each page copied.

(3) Despite subclauses (1) and (2), the Committee may refuse to permit a Member of the Club to inspect or obtain a copy of records of the Club that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the Club.

### **7.7 Service of notices**

(1) For the purpose of this constitution, a notice may be served on or given to a person:

- A. by delivering it to the person personally; or
- B. by sending it by pre-paid post to the address of the person; or
- C. by sending it by facsimile or email or some other form of electronic transmission to an address specified by the person for giving or serving the notice; or
- D. by inclusion in the Club News.

(2) For the purpose of this constitution, a notice is taken, unless the contrary is proved, to have been given or served:

- A. in the case of a notice given or served personally, on the date on which it is received by the addressee; and
- B. in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post; and
- C. in the case of a notice sent by email or some other form of electronic transmission, on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

### **7.8 Financial year**

The financial year of the Club is:

- A. the period of time commencing on the date of incorporation of the Club and ending on the following 31 December; and
- B. each period of 12 months after the expiration of the previous financial year of the Club, commencing on 1<sup>st</sup> of January and ending on the following 31<sup>st</sup> of December.

### **7.9 Dissolution of the Club**

The Club shall be dissolved if:

- A. the total of Members of financial status is less than five, in which case dissolution shall be deemed to have taken place forthwith upon the reduction to the number; or

- B. a General Meeting of the Club shall so determine, by Special Resolution put upon proper notice whether or not such General Meeting is convened for the specific purpose of considering such Special Resolution.

#### **7.10 Distribution of property on winding up of the Club**

(1) Subject to the Act and the Regulation, in a winding up of the Club, any surplus property of the Club is to be transferred to another organisation or organisations with similar objects and which is not carried on for the profit or gain of its individual members.

(2) In this clause, a reference to the surplus property of a Club is a reference to that property of the Club remaining after satisfaction of the debts and liabilities of the Club and the costs, charges and expenses of the winding up of the Club.

#### **7.11 Conditional registration**

(1) The Club assists members in obtaining Conditional Registration through the TfNSW or any successor to that body.

(2) Such assistance may include vehicle inspections to ensure compliance with TfNSW regulations, the ongoing roadworthiness of members' vehicles as proofed via issued pink slip, as well as certification to TfNSW that the Member is a current financial Member of the Club.

(3) Assistance will be provided to members who wish their Marque or other approved vehicles as agreed by the Club Registrar and or committee to obtain Conditional Registration through the TfNSW or any successor to that body.

(4) The Club will ensure that its officers abide by such rules and regulations governing Conditional Registration as issued by the governing body from time to time.

(5) Members who hold Conditional Registration are required to abide by such rules and regulations governing Conditional Registration as prescribed by the TfNSW from time to time.

(6) The committee may appoint one (1) or more officers as Club Registrar to administer and maintain an up to date register of vehicles in the Club including those on Conditional Registration. The officers will act as a certifying officer as specified in (2) above.

(7) Authorised Club events will be those events made known to members through the Club news, email, website, Facebook and/or at General Meetings.

(8) The vehicle on Conditional Registration shall be used in accordance with the rules published from time to time by TfNSW or its successor organisation.

#### **7.12 CLUB BADGE / LOGO**

The Badge/LOGO of the Z Car Club, NSW or Z Car Club Sydney Inc.;

- A. shall be of design approved by the Club's Committee and endorsed by members at a General Meeting.
- B. may be sold to members and may be displayed on any car in the possession of a member.
- C. may be supplied to other Car Clubs or Car Club badge Collectors upon agreement at a Committee and/or General Meeting of the Z Car Club, NSW of Z Car Club Sydney Inc. and at an approved price.

#### **7.13 Inadvertent omissions**

Formalities omitted. If some formality required by this constitution is inadvertently omitted or is not carried out the omission does not invalidate anything, including any resolution, which but for the

omission would have been valid unless it is proved to the satisfaction of the directors that the omission has directly prejudiced any member financially. The decision of the directors is final and binding on all members.

End

President: John Wakeling

Secretary Jamie Gigg

Signed ..... Dated .....

Signed ..... Dated .....