CAMPERVAN AND MOTORHOME CLUB OF AUSTRALIA LIMITED

CONSTITUTION

Amended 17 October 2022



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Corporations Law

A Company Limited by Guarantee and not having a Share Capital

1. INTERPRETATION

1.1 In this Constitution, unless the context indicates a contrary intention:

"the Company" means Campervan and Motorhome Club of Australia Limited;

"Annual General Meeting" means the general meeting held each year as required by the Law and this Constitution;

"Approved Technology" means any technology approved by the Board that gives Members as a whole a reasonable opportunity to participate in meetings of Members at two or more venues, including by telephone, online video conference or other electronic means;

"Associate Member" means a person who is an Associate Member of the Company in accordance with Clause 9.1 (b) of this Constitution;

"Business Day" means a day that is not a Saturday, a Sunday or a public holiday in the place concerned;

"By-Laws" means the By-laws of the Company for the time being in force;

"'Chairman' means the Chairman of Directors of the Company elected by the Board from time to time and, where applicable, has the meaning referred to in Clause 24.3."

"Chapter" means a group of Members working together to support the implementation of the Objects of the Company on such terms and conditions as determined by the Board pursuant to Clause 15 of this Constitution, and includes Special Interest Groups for the purposes of this Constitution;

"Chapter Management Committee" means the Members of the Company elected to manage the affairs of a particular Chapter of the Company and includes a Special Interest Group Management Committee for the purposes of this Constitution;

"Current Event" means an event of the Company or a Chapter approved by the Board that is current at the time notice of the relevant disciplinary concern or complaint is made to the relevant Member in accordance with Clause 17.2.

"Direct Vote" means a vote cast by a Member entitled to vote at a general meeting of the Company, cast by lodging the Member's vote with the Company Secretary in accordance with Clause 28.5.

"Directors" or "Board of Directors" or "Board" means the Board of Directors of the Company as elected for the time being and includes the Chairman;

"Electronic Address" means an electronic email address and includes any future means of electronic communication approved by the Board;

"Family Unit" means two Ordinary Members or Associate Members of eighteen (18) years of age or more who have a family relationship to each other such as married partner (including de facto), child and parent (including step and guardian), siblings (including half), grandchild and grandparent (including step) or other relationship as approved by the Board from time to time, and who have one membership number;

"Foundation Member" means a person who is a Foundation Member of the Company in accordance with Clause 9.3 of this Constitution;

"Financial Year" means the period from 1 July in a calendar year through to 30 June in the next calendar year or such other period of 12 consecutive months (except for a transitional period caused by a change of Financial Year in which case the period of the Financial Year may be for less than 12 consecutive months) as determined by the Board;

"Honorary Life Member" means a person who is an Honorary Life Member of the Company in accordance with Clause 9.1 (c) of this Constitution;

"Law" means the Corporations Act 2001;

"Month" means calendar month;

"Member" means a person who is an Ordinary Member, Associate Member or Honorary Life Member of the Company in accordance with Clause 9.1 of this Constitution;

"Multiple-year Subscriptions" mean subscription for membership for a period longer than one year.

"Office" means the registered office for the time being of the Company;

"Ordinary Member" means a person who is an Ordinary Member of the Company in accordance with Clause 9.1 (a) of this Constitution;

"Qualifying Vehicle" means a motorised vehicle capable of independent road travel, commonly referred to as a campervan or motorhome which has:

(a) inbuilt facilities for food storage and preparation; and

(b) inbuilt facilities for eating and sleeping;

(c) and includes:

(i) a "slide on" or "slide in" unit when the removable accommodation section is fitted to the tray of a motor utility or motor truck;

(ii) a campervan or motorhome, which term includes converted commercial vans, "pop top" vehicles, converted buses and other converted vehicles; or

(iii) a vehicle commonly referred to as a "fifth wheeler" comprising a prime mover in the form of a motor utility or motor truck with the trailer accommodation section attached by means of a hitch mounting located wholly within the chassis perimeter of the prime mover in the immediate vicinity of the rear axle.

"Register" means the Register of Members kept pursuant to the Law;

"Secretary" means any person appointed to perform the duties of a secretary of the Company;

"Special Interest Group" means a group of Members having a special common interest and working together to support the implementation of the Objects of the Company on such terms and conditions as determined by the Board pursuant to Clause 15 of this Constitution;

"Special Interest Group Management Committee" means the Members of the Company elected to manage the affairs of a particular Special Interest Group of the Company;

"Special Resolution" has the meaning contained in Clause 27.

"*The Wanderer*" means the periodical publication of that name which is the official publication of the Company

1.2 In this Constitution, unless the context indicates a contrary intention:

(a) an expression used in a particular Part or Division of the Law that is given a special meaning for the purposes of that Part or Division has, in a clause in this Constitution that deals with a matter dealt with by that Part or Division, the same meaning as in that Part or Division;

(b) words importing the singular shall include the plural (and vice versa) and words denoting a gender shall include all other genders;

(c) clause headings are inserted for convenience only and have

no effect in limiting or extending the language of provisions, except for the purpose of rectifying any erroneous cross reference;

(d) references to legislation or to any provision of any legislation shall include any modification or re-enactment of such legislation or any legislative provisions substituted for it, and all regulations and subordinate legislation and statutory instruments issued under such legislation.

2. NAME

2.1 The name of the Company is "Campervan and Motorhome Club of Australia Limited".

3. OBJECTS

3.1 The objects for which the Company is established are:

(a) Generally, and in every way, to promote the motorised Campervan and Motorhome movement in Australia by:

(i) striving to improve conditions for motorised living and to engage in and encourage social activities;

(ii) furnishing technical advice where possible in the construction and maintenance of Campervans and Motorhomes;

(iii) promoting or arranging for rallies, get-togethers, displays, exhibitions, matches, competitions, lectures and discussions;

(iv) establishing or arranging for the printing and publication of magazines essays and reports;

(v) watching and promoting relevant legislation;

(vi) fostering and encouraging road courtesy, safe driving and hygiene at camping sites;

(vii) importing, preparing, purchasing, selling, leasing, hiring and otherwise dealing in such stock in trade or such other activities as, in the opinion of the Board, will foster campervanning and motorhoming;

(viii) obtaining better terms through collective representation in matters pertaining to campervan and motorhome ownership, such as traffic fees, insurances, registrations and title certificates;

(ix) engaging such staff as may be necessary to achieve

the above objectives.

(b) For the purpose of the Company, to purchase, hire or lease any real or personal property.

(c) To sell, lease, mortgage, charge, exchange, invest or otherwise deal with any or all of the real and personal property of the Company.

(d) To do any or all of the things hereby authorised above or in conjunction with another or others.

(e) To join or affiliate as a member of any club, association or society having as one of its objectives the advancement or government of campervanning and motorhoming or not.

(f) Generally, to enter into all such agreements and contracts and to do all such acts, deeds, matters and things as may be deemed necessary or expedient for the purpose of obtaining the above objects and furthering the interests of the Company and of motorised living generally, whether such activities are directly concerned with campervanning and motorhoming or not.

(g) The objects set forth in this clause except where the context so requires, is not in any way limited or restricted by reference or inference from the terms of any other clause or by the name of the Company.

4. REGISTERED OFFICE

4.1 The registered office of the Company shall be as the Board of Directors may from time to time determine.

5. INCOME

5.1 The income and property of the Company, shall be applied solely towards the promotion of the objects of the Company as set forth in this Constitution and no portion of it shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the Members of the Company, provided that nothing in this clause shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any Member of the Company or other person in return for any services actually rendered to the Company, nor prevent the payment of interest on money borrowed from a Member or Members of the Company for any of the purposes of the Company.

6. DISSOLUTION

6.1 Upon the winding up or dissolution of the Company if any property remains after satisfaction of all its debts and liabilities, that property shall not be paid to or distributed among the Members of the Company but shall be given or transferred to such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, but if no such determination is made then to an institution having similar objects of the Company as determined by a Judge of the Supreme Court of the State in which the Registered Office of the Company shall be for the time being.

7. LIMITED LIABILITY

7.1 The liability of the Members is limited.

7.2 Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a Member, and of the costs, charges and expenses of winding up and for the adjustments of the rights of the contributories among themselves, such amounts as may be required not exceeding Five Dollars.

7.3 Where Members of a Family Unit have one membership number those persons shall jointly be liable for Five Dollars between them and not each.

8. MEMBERSHIP

8.1 The Members of the Company shall be such persons as are recorded on the Register and those whom the Board shall admit to Membership in accordance with this Constitution.

8.2 Members must inform the Company Secretary of their address (including any Electronic Address) for correspondence, copies and notices, vehicle and other required details and of any subsequent changes within seven days.

9. MEMBERSHIP QUALIFICATIONS

9.1 Membership in one of the following categories shall be open to any person who is interested in motorised living or in the advancement of the Company:

Ordinary Member

(a) A person who owns or jointly owns a Qualifying Vehicle shall be eligible to be an Ordinary Member. A person who is a

member of a Family Unit with an Ordinary Member shall be eligible to be an Ordinary Member regardless of whether they are the owner (or joint owner) of a Qualifying Vehicle.

Associate Member

(b) A person who does not own or jointly own a Qualifying Vehicle but is interested in motorised living or in the advancement of the Company shall be eligible to be an Associate Member.

Honorary Life Member

(c) An Ordinary Member or Associate Member, who in the opinion of the Board has rendered outstanding service or assistance to the Company may be appointed by the Board as an Honorary Life Member.

9.1A

9.1A.1 For the purpose of clause 9.1, a person "owns" or is deemed to own a Qualifying Vehicle if

(a) the Qualifying Vehicle is registered in his or her own name alone or jointly with another; or

(b) the person or persons is or are lessees, hirers under a hire purchase agreement or parties to a financing agreement for the acquisition of a Qualifying Vehicle; or

(c) the Board is otherwise satisfied, on reasonable grounds, that the person owns the Qualifying Vehicle; or

(d) An entity which is related to a person referred to in (a), (b) or (c) owns the Qualifying Vehicle.

9.1A.2 An entity will be related to a person referred to in clause 9.1A.1 (a), (b) or (c) where:

(i) there is a company, not being a public company, of which the person is a director and the holder of a controlling interest in the issued shares in the company. A controlling interest by a person in the issued shares in the company will be such shares as, by themselves or, when aggregated with other shares in that company held by another person who has a domestic relationship with the first person akin to married partners, will give majority control of voting shares to the first person in any general meeting of all of the shareholders of that company;

(ii) a trust of which the Member is

(a) the trustee; or

(b) a director and shareholder of the trustee company where the shareholding in the trustee company meets the requirements of subclause (i) of Clause 9.1A.2; and

(c) the Member is within the class of beneficiaries of the trust.

9.2 Where Members form part of a Family Unit, each member of the Family Unit has all the rights and duties of an Ordinary Member or Associate Member (as the case may be) but is entitled per Family Unit to only one copy of any documentation required by Law to be supplied to Members.

9.3 A Foundation Member of the Company means a Member of the Company who holds a membership number of between 1 and 600 as recorded in the Register.

9.4 An Ordinary Member who ceases to be the owner (or joint owner) of a Qualifying Vehicle shall continue to be eligible as an Ordinary Member without interruption to that eligibility provided he or she becomes the owner (or joint owner) of a Qualifying Vehicle within six months (or such period as may be approved in each case by the Board) of the date on which he ceased to own a Qualifying Vehicle.

10. REGISTER OF MEMBERS

10.1 The Secretary shall cause to be established and maintained a Register of Members of the Company specifying the following information:

(a) the name and address (including Electronic Address) of each person who is a Member of the Company;

(b) the membership category of each Member being either Ordinary Membership, Associate Membership or Honorary Life Membership;

(c) the date on which that person became a Member and ceases to be a Member; and

(d) any other information required by the Law.

10.2 The Register of Members shall be kept at the Company's principal place of business.

10.3 The Company must allow anyone to inspect the Register of Members. A Member of the Company may inspect the register without charge. Other people may inspect the register only on payment of a fee (up

to the amount prescribed by the Corporations Law) to the Company.

11. APPLICATION FOR MEMBERSHIP

11.1 Application for membership of the Company shall be made to the Secretary by application in a form approved by the Board.

11.2 The application for membership shall be sent to the Secretary together with the relevant Membership Subscription and joining fee, both of which are refundable if the Board rejects the application.

11.3 If satisfied that the application for membership complies with the requirements of this Constitution, the Secretary may accept the application on behalf of the Company and shall cause the new Member's name to be entered in the Register of Members. The Secretary shall cause the Board to be notified of all applications approved for membership.

11.4 The Secretary shall refer to the Board for final decision any application for membership 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 a vote of the Board at its next meeting.

12. FEES AND SUBSCRIPTIONS

12.1 The annual Membership Subscriptions including Multiple-year Subscriptions and joining fees shall be set by the Board.

12.2 Membership Subscriptions and joining fees shall be paid to the Company prior to admission to membership.

12.3 Membership Subscription shall be due and payable on the date the Membership Subscription of the Member expires as recorded in the Company's records.

12.4 A Member who ceased to be a Member under clause 14.1(b) or (f) may re-join as a Member upon payment of the annual Membership Subscription fee, and he or she will have all his or her membership rights and privileges reinstated from date of payment.

12.5 A Member who ceased to be a Member under clause 14.1(d) may re-join as a Member upon payment of:

(a) the moneys due and outstanding; and

(b) any annual Membership Subscription fee, if applicable,

and he or she will have all his or her membership rights and privileges reinstated from date of payment

12.6 If a Member re-joins in accordance with clause 12.4 or 12.5, the

Company may in its discretion re-issue the old member number for that Member, or not.

13. RIGHTS OF MEMBERS

13.1 Subject to Clause 12:

(a) Ordinary Members shall be entitled to:

(i) attend and participate in all activities of the Company and its Chapters;

(ii) attend, speak at, move motions and vote at all general meetings of the Company;

(iii) vote on any matter put to Members for resolution by mail or other means;

(iv) stand for election to office, hold office (if elected), and vote in elections for office;

(v) a Membership Card with an identification number; and

(vi) any other services or products provided by the Company to Ordinary Members.

(b) Associate Members shall be entitled to all the rights and privileges of Ordinary Members other than to vote, to nominate persons for election, to move motions and to hold office in the Company. Associate Members shall not be entitled to any services or products that are stipulated by the Company to be provided to Ordinary Members only.

(c) Honorary Life Members shall be entitled to all the rights and privileges of Ordinary Members but shall not be required to pay annual subscriptions.

(d) The rights and privileges conferred on a Member by this Clause or by virtue of membership generally shall cease when the person ceases to be a Member.

(e) An employee of the Company who satisfies the criteria prescribed by Clause 9 shall be eligible for membership as an Ordinary Member or Associate Member (as the case may be) with all the rights and privileges pertaining to that category of membership but shall not be eligible to hold office as a Director or a member of a Chapter Management Committee.

14. CESSATION OF MEMBERSHIP

14.1 An individual ceases to be a Member of the Company if:

(a) he or she ceases to be eligible for membership;

(b) he or she gives notice in writing or electronically to the Secretary resigning as a Member;

(c) he or she dies;

(d) he or she does not pay any moneys, other than Membership Subscription, due or outstanding to the Company by the time they become due and payable;

(e) he or she is expelled from the Company pursuant to Clause 17; or

(f) he or she fails to pay their Membership Subscription pursuant to Clause 12.3 by the time they become due and payable.

14.2 A Member shall remain liable for any annual subscription and all other moneys due and unpaid at the date of his or her cessation of membership.

14.3 The date of resignation of a Member resigning in accordance with Clause 14.1(b) shall be the date on which the Secretary receives the notice of resignation.

14.4 Subject to clause 14.5 on resignation, a Member is not entitled to a refund of current Membership Subscriptions.

14.5 Where a Member has purchased a Multiple-year Subscription the Member is entitled to a refund of the portion of the Multiple-year Subscription fee for that number of years of subscription remaining after the end of the year in which the Member ceases to be a Member.

15. CHAPTERS

15.1 The Board may approve the formation of Chapters throughout Australia on such terms and conditions as the Board may from time to time determine.

15.2 The Board shall adopt such rules as it determines to be necessary for the efficient management, organization, and functioning of Chapters subject to the following:

(a) a Chapter shall not be a separately constituted body and has no status independent of the Company;

(b) a Chapter shall not hold property other than for and on behalf of the Company;

15.3 For clarity, no Chapter may move a motion or vote at a general meeting of the Company.

16. RESOLUTION OF INTERNAL DISPUTES

16.1 Disputes between Members (in their capacity as Members) of the Company and disputes between Members and the Company are to be resolved in accordance with the following procedure:

(a) in the first instance the matter should be referred to the relevant Chapter Management Committee;

(b) if the matter is unable to be resolved in a satisfactory manner by the Chapter Management Committee, the Committee must refer the matter to the Board for resolution if possible by conciliation.

16.2 If the matter remains unresolved the Board may refer it to a general meeting for resolution.

17. DISCIPLINING OF MEMBERS

17.1 If the Board is concerned, or if a complaint is made by any Member of the Company, that a Member:

(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 of the Company,

the Board:

(c) must cause notice of its concern or the complaint to be served on the relevant Member; and

(d) must give the relevant Member at least seven days, or at least 24 hours if the concern or the complaint is in relation to a Current Event, from the time the notice is served within which to make submissions to the Board in connection with its concern or the complaint; and

(e) must take into consideration any submissions made by the relevant Member in connection with its concern or the complaint.

17.2 The Board may, by resolution, expel the Member as a Member of the Company or suspend the Member from membership of the Company if, after considering its concern or the complaint and any submissions made in connection with its concern or the complaint, it is satisfied that the Member has engaged in conduct described in Clause 17.1(a) or (b) and that it is appropriate that the Member be expelled or suspended. In the alternative, the Board may impose non-pecuniary sanctions against the Member where suspension or expulsion is not considered warranted

17.3 If the Board expels, suspends or imposes a non-pecuniary sanction against a Member, the Secretary must within seven days, or 12 hours if the concern or complaint is in relation to a Current Event, after the action is taken cause written notice to be given to the Member stating:

(a) the action taken by the Board;

(b) the reasons given by the Board for having taken that action; and

(c) the Member's rights of appeal under Clause 18.

17.4 The expulsion, suspension or non-pecuniary sanction does not take effect:

(a) until the expiration of the period in 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 an Appeal Hearing (as defined in Clause 18.1) confirms the resolution of the Board under Clause 18.9;

whichever is the latter.

18. RIGHT OF APPEAL OF DISCIPLINED MEMBER

18.1 A Member ("Appealing Member") may appeal to a hearing of Members ("Appeal Hearing") against a resolution of the Board under Clause 17 by lodging with the Secretary a notice to that effect. Notice of the appeal must be lodged with the Secretary within seven days, or 24 hours if the concern or complaint is in relation to a Current Event, after notice of the resolution has been served on the Appealing Member under Clause 17.3.

18.2 Upon receipt of a notice of appeal under Clause 18.1, the Secretary must notify the Board. The Board will convene an Appeal Hearing. In the case of an appeal against a decision where the relevant concern or complaint is in relation to a Current Event, such meeting should be convened within 24 hours where possible.

18.3 The Board will direct the Company Secretary to appoint at least five Members ("Participating Members") to conduct the Appeal Hearing unless the Board considers that the Company Secretary has a conflict of interest in making such appointments, in which event the Board will appoint another person to make those appointments.

18.4 A Member may not sit as a Participating Member on an Appeal Hearing if:

(a) the Member is the subject of a disciplinary process under Clause 17 which has not been finalised in accordance with that clause

or Clause 18;

(b) the membership of the Member is suspended in accordance with Clause 17.3;

(c) the Member is liable to a non-pecuniary sanction in accordance with Clause 17.3 which has not been completed or discharged to the reasonable satisfaction of the Board; or

(d) the Member has a direct conflict of interest concerning the Appealling Member, or was directly involved in the concern or complaint that led to the Appeal Hearing.

18.5 The Board may, from time to time, determine, amend and repeal other rules for the membership and conduct of any Appeal Hearing.

18.6 Five Participating Members present in person or by an Approved Technology constitute a quorum for a meeting of an Appeal Hearing.

18.7 If within an hour after the time appointed by the Board for the commencement of a meeting of the Appeal Hearing a quorum is not present, the meeting shall stand adjourned to a time and place to be decided by the Board and notified to the Appealing Member and Participating Members in writing.

18.8 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 decision of the Board under Clause 17.3 to expel or suspend the Appealing Member expires and is of no effect in respect of the relevant concern or complaint.

18.9 At an Appeal Hearing convened under this Clause 18:

(a) the Board and the Appealing Member must be given the opportunity to state their respective cases orally or in writing, or both;

(b) the Participating Members present at the Appeal Hearing must vote by secret ballot, where possible, on the question of whether the resolution of the Board under Clause 17 should be confirmed or revoked; and

(c) the question of whether the resolution of the Board under Clause 17 should be confirmed or revoked shall be decided by simple majority of Participating Members.

18.10 If an Appeal Hearing convened under this Clause 18 passes a resolution in favour of the confirmation of the resolution of the Board under Clause 17.2, that resolution of the Board is confirmed and has full effect.

19. HOLDING OF ANNUAL GENERAL MEETINGS

19.1 The Company shall convene an Annual General Meeting of its Members as required by the Law.

19.2 This Clause has effect subject to any extensions or permission granted by the Australian Securities and Investments Commission pursuant to the Law.

20. CALLING OF AND BUSINESS AT ANNUAL GENERAL MEETINGS

20.1 The Annual General Meeting of the Company shall, subject to the Law and to Clause 19, be convened on such date and at such place and time as the Board thinks fit.

20.2 The Board shall cause a financial report and balance sheet duly audited covering the preceding financial year of the Company to be prepared and forwarded by electronic means or by hard copy if no electronic address is advised as his/her/their electronic address.

20.3 In addition to any other business which may be transacted at an Annual General Meeting, the business of an Annual General Meeting shall be -

(a) to receive from the Board reports upon the activities of the Company during the last preceding financial year;

(b) to receive a report from the Returning Officer of the results of any election of Directors of the Company;

(c) to receive and consider the duly audited financial report and balance sheet covering the preceding financial year of the Company including the statement which is required to be submitted to Members pursuant to the Law;

(d) to deal with those items submitted by Members in advance in writing or electronically in accordance with Clause 22.5

20.4 An Annual General Meeting shall be specified as such in the notice convening it.

21. CALLING OF GENERAL MEETING

21.1 The Board may, whenever it thinks fit, convene a general meeting of the Company.

21.2 The Board must, on the requisition in writing of at least 100 Members or 5% of Members (whichever is the lesser), convene a general meeting of the Company.

21.3 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 be signed only by Members entitled to vote at a general meeting of the company;

(d) shall 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.

22. NOTICE OF GENERAL MEETING

22.1 The Secretary must at least twenty-one days before the date fixed for the holding of a general meeting of the Company, cause to be sent to each Member at the Member's address appearing in the Register of Members, or to a nominated address including an Electronic Address, a notice specifying the place, date and time 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 such resolution must also be included in the notice.

22.2 The notice prescribed by Clause 22.1 may be sent to Members by post or as an insert with or in "*The Wanderer*", or to a nominated address including an Electronic Address.

22.3 A notice convening a General Meeting:

(a) must specify the place, date and time of the meeting;

(b) except as otherwise permitted by Law, must state the general nature of the business to be transacted at the meeting;

(c) must specify a place, facsimile number (and may specify an Electronic Address), for the receipt of proxy appointments, Proxy appointment authorities and Direct Votes.

(d) may specify other electronic means by which a Member may give the Company a Proxy appointment, proxy appointment authority or Direct Vote: and

(e) must comply with any other requirement of the Law.

22.4 No business other than that specified in the notice convening a general meeting shall be transacted at the meeting except, in the case of an Annual General Meeting, business that may be transacted pursuant to Clause 20.3.

22.5 A Member desiring to bring any business before a general meeting shall give notice in writing or electronically of that business to the

Secretary, who shall include that business in the next notice calling a general meeting given after receipt of the notice from the Member.

23. QUORUM

23.1 No item of business shall be transacted at a general meeting unless a quorum of Members (being Members entitled under this Constitution to vote at a general meeting) is present during the time the meeting is considering that item.

23.2 Subject to the reduced quorum allowed under clause 18.6 for an Appeal Hearing, two hundred Members present in person or via an Approved Technology, or who have provided a proxy for the meeting in accordance with clause 29, or who have lodged a Direct Vote for the meeting in accordance with clause 28.5, (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.

23.3 If within an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting if convened upon the requisition of Members shall be dissolved and in any other case shall stand adjourned to a time and place to be decided by the Board and notified to Members in writing.

23.4 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 meeting shall be dissolved.

24. CHAIRMAN

24.1 Subject to Clause 24.2, the Chairman shall preside at each general meeting of the Company.

24.2 If the Chairman is absent from a general meeting or unwilling or unable to act, the Members present shall elect another person to preside as Chairman at the meeting.

24.3 For the purpose of Clauses 25, 26, 28 and 35.4 of this Constitution, the term “Chairman” shall mean a chairman elected under Clause 24.2 of this Constitution.

25. ADJOURNMENT

25.1 The Chairman 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 shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

25.2 Where a general meeting is adjourned for fourteen days or more,

the Secretary shall give written notice of the adjournment to each Member of the Company stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.

25.3 Except as provided in Clause 25.2, 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.

26. MAKING OF DECISIONS

26.1 Except as prescribed in Clause 18.4, a question arising at a general meeting of the Company shall be determined on a show of hands, and unless before or on the declaration of the show of hands a poll is demanded, a declaration by the Chairman 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 minute book of the Company, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

26.2 At a general meeting of the Company, a poll may be demanded by the Chairman or by not less than five Members present in person at the meeting and entitled to vote.

26.3 Where a poll is demanded at a general meeting, the poll shall be taken -

(a) immediately in the case of a poll which relates to the election of the Chairman 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 Chairman directs, and the resolution of the poll on the matter shall be deemed to be the resolution of the meeting on that matter.

27. SPECIAL RESOLUTION

27.1 A special resolution means a resolution of the Company proposed and passed at a meeting of the Company of which not less than 21 days' notice has been given to Members specifying the intention to propose the resolution as a special resolution and passed by a majority of at least seventy five percent (75%) of those Members who, being entitled to do so, vote in person or via an Approved Technology, or who have provided a proxy for the meeting in accordance with clause 29, or who have lodged a Direct Vote for the meeting in accordance with clause 28.5.

28. VOTING

28.1 Upon any question arising at a general meeting of the Company a Member has one vote only.

28.2 All votes shall be given in person, by an Approved Technology, by Direct Vote or by proxy.

28.3 In the case of an equality of votes on a question at a meeting, the Chairman of the meeting is entitled to exercise a second or casting vote.

28.4 Except where a special resolution is required the question shall be decided by a simple majority of votes cast by members present in person or via an Approved Technology or by Direct Vote or by proxy and eligible to vote. Where a special resolution is required, the question shall be decided in accordance with Clause 27.1.

28.5 The Direct Vote instrument shall be in a form approved by the Directors from time to time, which may include an electronic form or paper form, and the completed Direct Vote instruments must be received by the Secretary no later than two business days before the day of the Meeting. The manner of receipt may be by delivery of the signed instrument, by faxing it to the fax number provided by the Company in the notice of meeting, or by sending it to the Secretary in electronic form.

28.6 Where the Direct Vote instrument is a paper form it must be signed by the Member.

29. APPOINTMENT OF PROXIES

29.1 Each Member shall be entitled to appoint another person, whether or not a Member of the Company, as proxy by notice given to the Secretary no later than two business days before the day of the meeting in respect of which the proxy is appointed.

29.2 The Directors may approve a form (including electronic form) for the appointment of proxy from time to time.

29.3 The notice appointing the proxy shall be in the following form:

CAMPERVAN AND MOTORHOME CLUB OF AUSTRALIA LIMITED FORM OF APPOINTMENT OF PROXY.

I, ..., of .....,

being a Member of the Campervan and Motorhome Club of Australia Limited,

Membership No. ..... appoint:

(a) * the Chairman of the meeting

(b) * ....., of ....., or failing that person attending, the Chairman of the meeting as my proxy to vote for me on my behalf at the *annual general meeting/*general meeting of the Company to be held on the ..... day of ..... 20..... and at any adjournment of that meeting.

My proxy is authorised to vote only in the following manner:

[INSERT RESOLUTION]

*IN FAVOUR OF/AGAINST/OPEN PROXY

Signed this ..... day of..... 20.....

***Strike out whichever is not desired**

29.4 A proxy shall not be valid unless it directs the way in which the Member conferring the proxy wishes to vote on each resolution or is indicated to be an open proxy.

29.5 The Company received an appointment or document required by this clause 29;

(a) when the appointment or document is received at any of the following:

(i) a place; or

(ii) Electronic Address specified for the purpose in the notice of meeting; or

(b) if the notice of meeting specified other electronic means by which a Member may give the appointment or document, when the appointment or document has been given in accordance with those electronic means.

30. BOARD OF DIRECTORS

30.1 The Board of Directors shall subject to the Law and this Constitution and any resolution passed by the Company in general meeting: -

(a) control and manage the affairs of the Company;

(b) exercise all such functions as may be exercised by the Company other than those functions that are required by this Constitution to be exercised by a general meeting of Members of the Company;

(c) have power to perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper management of the affairs of the Company;

(d) have power to form and dissolve committees from time to time;

(e) have power to form and dissolve Chapters throughout Australia on such terms and conditions as the Board may from time to time determine;

(f) have power to adopt and implement rules relating to the management, organization, and functioning of Chapters; and

(g) make by-laws not inconsistent with this Constitution and the Law.

31. CONSTITUTION AND MEMBERSHIP OF BOARD

31.1 The Board shall consist of five Directors, one of whom shall be appointed as Chairman by the Members of the Board in accordance with Clause 33.2.

31.2 No person shall be eligible to be a Member of the Board unless that person is an Ordinary Member or an Honorary Life Member of the Company.

31.3 Subject to the law and to this Constitution, the Chairman and each director shall hold office for a period of three years.

31.4 Members retiring from the Board are eligible to stand for re-election, subject to the Law and to this Constitution. Retiring Directors remain in office until the close of the Annual General Meeting following the ballot to decide their successors.

31.5 A person shall not be eligible for election or appointment to the Board or to fill a casual vacancy under Clause 36.2 if that person has already served a total of five years as a member of the Board in the preceding eight-year period.

31.6 Should the Board be reduced to a number of Directors which, including the Chairman, is less than the number required for a quorum as specified in Clause 38.6, the remaining Directors may not conduct any business other than the appointment of additional Directors.

32. RETURNING OFFICER

32.1 The Board shall appoint a Returning Officer for the conduct of elections as may be held for the election to the Board. He or she shall hold office until his or her successor is appointed.

32.2 Each candidate may appoint a Scrutineer to observe on his or her behalf the election in which he or she is a candidate.

32.3 An employee of the Company, a Director or a candidate for election

to the Board, shall not be eligible as the Returning Officer or as a Scrutineer.

32.4 The Returning Officer and Scrutineers may be Members of the Company (but not necessarily so).

32.5 Should the Returning Officer be unavailable or unwilling to perform his or her duties the Board shall appoint another eligible person in his or her stead. A candidate may appoint a substitute for the Scrutineer appointed by him or her.

32.6 The Returning Officer shall take such action and give such directions as are reasonably necessary to ensure the proper conduct of the election and shall have the power to take those actions and to give those directions. The decision of the Returning Officer shall be final and binding with regard to any matter relating to the conduct of the election including the validity or formality of any nomination or vote or any matter concerning such an election and the conduct of it.

33. ELECTION OF BOARD

33.1 The election of the Board, except the Chairman who shall be elected in accordance with clause 33.2, shall be in accordance with the following procedure:

(a) When an election needs to be held for election of Directors of the Company, the Returning Officer shall cause to be published in "*The Wanderer*" not less than four months before the date fixed for the Annual General Meeting in that year, a notice calling for written nominations of candidates. That notice shall specify the position for which nominations are being called, the address and Electronic Address to which nominations are to be sent to him or her and the closing date for nominations to be received by him or her which shall not be less than three months before the date set for the Annual General Meeting in that year.

(b) A nomination shall not be valid unless the candidate is nominated in writing or submitted electronically, and the nomination is signed by at least two financial Members eligible to vote at the election, and the Returning Officer receives by the closing date for nominations a statement in writing or electronically signed by the nominee that he or she accepts the nomination. On receipt of a nomination the Returning Officer shall check to ensure the financial and membership eligibility of the nominators and the nominee and the validity of the nomination. If he finds the nomination to be defective he shall, if possible, give the

nominators and the nominee an opportunity to correct the defect before the closing date for nominations.

(c) In respect of each position: -

(i) if the number of nominations received is equal to the number of vacancies to be filled, the candidate or candidates nominated shall be deemed elected;

(ii) if the number of nominations received exceeds the number of vacancies to be filled, a postal ballot shall be held;

(iii) if insufficient nominations are received to fill each or all vacancies the candidate or candidates nominated shall be deemed elected and any such vacancy or vacancies shall be deemed a casual vacancy or vacancies.

(d) The election shall be conducted as a ballot on the basis that the candidate with the highest number of votes is elected.

(e) At least six weeks before the Annual General Meeting the Returning Officer shall cause to be posted or sent to each Member entitled to vote either an electronic pack to an Electronic Address if the Member has provided one, or as an insert to *"The Wanderer"*, at his or her last known address if no Electronic Address has been provided by the Member, including:

(i) a ballot form initialled by the Returning Officer or bearing a printed facsimile of his handwritten initials;

(ii) a statement in support of his or her candidature (which may include a photograph) furnished by each candidate with the nomination form and not exceeding 500 words;

(iii) instructions for: -

(a) the completion of the ballot form;

(b) its return to the Returning Officer either

- In an inner envelope to be marked "ballot form" by the voter; and
- insertion of the envelope marked "ballot form" (and a second envelope in the case of a Family Unit) in an outer envelope addressed to the Returning Officer, or

- by such electronic means as may be specified.

(c) its return to the Returning Officer at the address and by the date nominated by him or her which shall be at least two weeks before the Annual General Meeting.

(f) The ballot form shall contain the names of the Members nominated in an order determined by the Returning Officer by lot. The names of the retiring Members shall be indicated by an asterisk. The Returning Officer shall cause to appear on the ballot form a direction to the voter of the method of marking the ballot form to vote for each candidate for whom the Member desires to vote. The method of marking the ballot form shall be as directed by the Returning Officer. One ballot form may contain the provision for voting in more than one election. A voter shall not vote for a greater number of candidates than the number to be elected and any vote contrary to this Clause or which otherwise fails to observe the directions contained on the ballot form shall be deemed informal.

(g) Upon the closing of the ballot, the Returning Officer must ensure the Member has a right to vote. The envelopes shall be opened by the Returning Officer in the presence of such Scrutineers as are present and their contents shall be checked and counted in their presence. No ballot paper which has a mark by which the voter may be identified shall be valid.

(h) Any poll script of any electronic votes may be reviewed by any such scrutineers as are present.

(i) Upon completion of the count the Returning Officer shall as soon as possible declare the result to the Chairman and to the candidates. The Company Secretary shall cause the results of the ballot to be posted on the Company's website as soon as practicable upon declaration of the results, to be reported at the next Annual General Meeting and to be published in the first issue of "The Wanderer" compiled following the election. All ballot material will be preserved in a sealed container for a period of two months after the Annual General Meeting unless there is an appeal. All electronic vote forms will be preserved in a confidential way for aperiod of two months after the Annual General Meeting unless there an

appeal. Where there is an appeal the ballot material will be preserved until the Board directs that it should be destroyed.

(j) A tie at any election shall be decided by lot by the Returning Officer.

(k) Each candidate declared elected in accordance with this Clause shall assume office following the closure of the Annual General Meeting following his election.

33.2 The Chairman shall be elected by the Board of Directors by a majority vote at a Meeting of Directors and shall hold the position whilst he or she holds the confidence of the Board or until retirement or otherwise ceasing to act as a Director.

34. REMUNERATION OF DIRECTORS

34.1 Subject to Clause 34.2, no fees or any other remuneration shall be payable to a Director unless approved by a General Meeting of the Company.

34.2 Directors are entitled to be reimbursed for all reasonable expenses incurred in the performance of their duties as Directors of the Company.

35. SECRETARY

35.1 The Secretary of the Company shall be appointed by the Board.

35.2 A Secretary holds office on the terms and conditions (including as to remuneration) that the Board determines.

35.3 It is the duty of the Secretary to: -

(a) keep minutes of all appointments of office bearers;

(b) keep minutes of the names of Directors present at a Board meeting or a general meeting;

(c) keep minutes of all proceedings at Board meetings and general meetings;

(d) carry out any other functions as required by the law.

35.4 Minutes of proceedings at a meeting shall be signed by the Chairman of the meeting or by the Chairman of the next succeeding meeting within 30 days of the meeting.

36. CASUAL VACANCIES

36.1 For the purpose of this Constitution, a casual vacancy in the office of Director occurs if the Member: -

(a) dies;

(b) ceases to be an Ordinary Member or an Honorary Life Member of the Company;

(c) becomes insolvent under administration within the meaning of the Corporations Law;

(d) resigns office by notice in writing or electronically given to the Secretary;

(e) is removed from the office in accordance with Clause 37;

(f) becomes a mentally incapacitated person;

(g) is absent without consent of the Board from all meetings of the Board held during a period of six months.

36.2 In the event of a casual vacancy occurring in the membership of the Board, the Board may appoint an eligible Member of the Company to fill the vacancy by first inviting any Member who nominated but was not elected in the most recent election for Member of the Board. The Member(s) who nominated but was/were not elected will be invited in the order of most votes received, provided the nominated but unelected Member received a minimum of 50% of the number of votes received by any Member elected to the Board in that same election. If the position(s) are still not filled then the Board may appoint any eligible Member of the Company and the Member so appointed shall hold office, subject to the Constitution, until the next Annual General Meeting following the date of their appointment.

37. REMOVAL OF MEMBER OF BOARD

37.1 The Company in a general meeting may by special resolution remove any Director from office before the expiration of the Member's term of office.

37.2 Where a Director to whom a proposed special resolution referred to in Clause 37.1 relates makes representations in writing to the Secretary or Chairman (not exceeding a reasonable length) and requests that the representations be notified to the Members of the Company, the Secretary or the Chairman must send out a copy of the representations to each Member of the Company.

38. MEETING AND QUORUM

38.1 The Board shall meet at such place and times as the Board may determine.

38.2 Meetings of the Board may be conducted in any such manner as may be decided by the Board including by telephone, video,

facsimile reproduction, computer and other electronic means or in person.

38.3 Additional meetings of the Board may be convened by the Chairman or by any three Directors on written or electronic request to the Secretary.

38.4 Oral, written or electronic notice of a meeting of the Board shall be given by the Secretary to each Director at least forty-eight hours (or such other period as may unanimously be agreed upon by the Directors) before the time appointed for the holding of the meeting.

38.5 Notice of meeting given under Clause 38.4 shall specify the general nature of the business to be transacted at the meeting and no business other than that business shall be transacted at the meeting, except the business which the Directors present at the meeting unanimously agree to treat as urgent business.

38.6 Any three Directors constitute a quorum for the transaction of the business of a meeting of the Board.

38.7 No business shall be transacted by the Board 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 the same place and the same hour of the same day in the following week.

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

38.9 At a meeting of the Board, the Chairman, or in the Chairman's absence one of the remaining Directors as may be chosen by the Members present at the meeting, shall preside.

39. VOTING WITHIN THE BOARD

39.1 The Chairman may cause to be submitted any question to a vote by the Directors.

39.2 He or she may cause that question to be submitted by letter, telephone, video, facsimile reproduction, computer or other electronic means or in person and may direct that the replies of the Directors shall be by one or any of those methods. The decision of the majority of the Directors who cast a vote shall have the like force as a decision made by the Board as if it had been passed at a meeting of the Board duly called and constituted and where the Directors are

physically in the presence of each other. The Secretary shall cause any such decision to be recorded in the minutes of the next meeting of the Board.

39.3 Questions arising at a meeting of the Board, or of any committee appointed by the Board, shall be determined by a majority of the votes of the Directors or committee present at the meeting.

39.4 Each Member present at a meeting of the Board or of any committee appointed by the Board (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.

39.5 Subject to Clause 38.6, the Board may act notwithstanding any vacancy on the Board.

39.6 Any act or thing done or suffered, or purporting to have been done or suffered, by the Board or by a committee appointed by the Board, is valid and effective notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any Director or committee.

40. DELEGATION BY BOARD TO COMMITTEE

40.1 The Board may, by instrument in writing, delegate any of its powers to:

(a) one or more committees (consisting of such Member or Members of the Company as the Board thinks fit) or;

(b) one or more Directors; or

(c) an employee of the Company; or

(d) any other person or persons,

the exercise of such of the functions of the Board as are specified in the instrument, other than -

(e) this power of delegation; and

(f) a function which is a duty imposed on the Board by law

40.2 A function, the exercise of which has been delegated to a committee or a person under this Clause may, while the delegation remains unrevoked, be exercised from time to time by the committee or the person in accordance with the terms of the delegation.

40.3 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 to time or circumstances, as may be specified in the instrument of the delegation.

40.4 Notwithstanding any delegation under this Clause, the Board may continue to exercise any function delegated.

40.5 Any act or thing done or suffered by a committee or a person acting in the exercise of a delegation under this Clause has the same force and effect as if it had been done or suffered by the Board.

40.6 The Board may, by instrument in writing, revoke wholly or in part any delegation under this Clause.

40.7 A committee may meet and adjourn as it thinks proper.

41. INSURANCE

41.1 The Company shall effect and maintain insurance as required by the Law.

41.2 In addition to the insurance required under Clause 41.1, the Company may effect and maintain other insurance.

42. FUNDS SOURCE

42.1 The funds of the Company shall be derived from Membership Subscriptions and joining fees, donations and such other sources as the Board determines.

42.2 All money received by the Company shall be deposited as soon as practicable, and without deduction, to the credit of the Company's bank accounts.

42.3 The Company shall, as soon as practicable after receiving any money, issue an appropriate receipt.

43. FUNDS - MANAGEMENT

43.1 Subject to any resolution passed by the Company in general meeting, the funds of the Company shall be used in pursuance of the objects of the Company in such manner as the Board determines.

43.2 All cheques, electronic payments, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by any two Directors or employees of the Company, being Members or employees authorised to do so by the Board.

44. ALTERATION OF CONSTITUTION

44.1 This Constitution may be altered, rescinded or added to only by a special resolution of the Company.

45. COMMON SEAL AND EXECUTION

45.1 Documents may be signed on behalf of the Company in any way permitted by law, including:

(a) if the Company has a seal, under seal in accordance with Clause 45.3; and

(b) if the Company does not have a seal by a Director and countersigned by another Director, the Secretary or another person appointed by the Directors.

45.2 The Company may have a seal, but the Company is not required to have a seal. If the Company has a seal, the Directors must provide for its safe custody.

45.3 If the Company has a seal, it must be used only by the authority of the Directors, or of a committee of the Directors nominated by the Directors to authorise the use of the seal, and every document to which the seal is affixed must be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Directors.

46. CUSTODY OF BOOKS ETC.

46.1 Except as otherwise provided by this Constitution all records, books and other documents relating to the Company shall be kept at the Office of the Company and shall be the responsibility of the Secretary.

47. INSPECTION OF BOOKS

47.1 Except as otherwise provided by the Law, a Member of the Company may inspect only such books of the Company as the Board may from time to time make available.

48. SERVICE OF NOTICES

48.1 A Company may give notice to a Member either by:

(a) serving it on the member personally;

(b) by sending it by post to the member at the address shown in the Register of Members or the address supplied by the member for the giving of notices;

(c) forwarding it by electronic means to the Electronic Address shown in the register of members (if any) or the Electronic Address supplied by a Member for the giving of notices; or

(d) in any other way allowed by the Law.

48.2 A notice sent by post is taken to be given immediately after it is posted.

48.3 Where a notice is forwarded by electronic means, service will be deemed to be effected on the day of transmission, if transmitted by 5pm at the place of transmission, so long as the sender of the notice does not receive a delivery of failure message in respect of the electronic means. If transmission is not until after 5pm at the place of transmission, it will be deemed transmitted on the next day following the date of transmission in the absence of a delivery failure message being received.

49. INDEMNITY OF OFFICIALS

49.1 Every Director, Secretary and other officer of the Company shall be indemnified out of the assets of the Company against any liability incurred as such officer except where the Company 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.

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

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