



CONSTITUTION

1. Introduction

- I. The name of the Club is the "Retro Camping Club" (referred to as the "Club").
- II. The name of the Club and emblem are copyright. The Club was named "Retro Caravan Club" when it was founded in December 2015, and renamed "Retro Camping Club" in 2021 to reflect a wider membership base. The Club reserves all rights to both names.
- III. The Club is run by an elected Management Committee (referred to as the "Committee") for the benefit of its membership.
- IV. The purpose of this Constitution (referred to as the "Rules") is to guide and protect the interests of the Club, the Membership and the Committee.
- V. The Rules are intended to be easily understood and comprehensive, however where they are silent or ambiguous on any matter, the Committee has discretion to interpret them as long as this does not conflict with the Club's.

2. General

2.1. Objectives.

- I. The Club's objectives (the Objectives) are to be a non-profit making organisation, run for the benefit of the members, dedicated to the enjoyment of caravans, motorhomes, campers, and tents designed and produced up to 31st December 1990 or largely unchanged since.
- II. The Committee may vary these requirements, subject to a Governance majority vote (the votes of at least 2/3 of the entire current Committee are required to pass).
- III. The Club fulfils the following core functions.
 - a. To be a "going concern" i.e. to continue to operate long enough to carry out its current obligations, objectives and commitments.
 - b. Provision of rallies and events for the members' participation and enjoyment.
 - c. Provision of a Club website at www.retrocampingclubclub.co.uk, and such other social media channels as required.
 - d. Provision of Third-Party Public Liability Insurance where required by UK Legislation for the Club gatherings and events within the UK.
- IV. Finances and volunteer staff levels permitting, the Club may also provide the following.
 - a. Informative and relevant magazines.
 - b. Various regalia items for purchase by members.
 - c. Technical advice.

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2.2.The Club Operating Profit

- I. Not-for-profit does not mean that the Club should lose money and the Club may make an operating profit, as long as all profits are retained by the Club in a central fund used to improve benefits to members.

2.3.Club Correspondence

- I. The Club name shall appear on all official Club correspondence made by any media including, but not restricted, to letter, e-mail, website, Club magazine etc.
- II. All correspondence using Club owned channels and/or when communicating as a Club representative to, from, or between officers, Committee members and area representatives remains the property of the Club.
- III. Any e-mail addresses provided by the Club remain the property of the Club and shall be used only for the pursuance of the objectives of the Club.

2.4.Registered Premises.

- I. The Club registered premises/address will be determined by the Committee.

2.5.Affiliation and Association.

- I. The Club may affiliate, or associate, with any body with compatible interests as long as doing so does not conflict with the Objectives and Rules of the Club.

2.6.Club Rules.

- I. The Club will be governed by these rules which can be amended by by a *Governance majority* Committee vote or an annual or extraordinary general meeting (AGM/EGM).

2.7.Discipline.

- I. The Committee is responsible for the running of the Club and that includes maintaining good conduct within the Club and protecting the interests of the wider membership, the effective operation of the Committee and the Club's public reputation.
- II. At all times members should remember that the Club is for the enjoyment of its members and is built on relationships of trust; membership is a privilege, not a fundamental human right.
- III. Any member who is in serious or persistent breach of these Rules or who otherwise acts in a way which in the opinion of the Committee is seriously or persistently inappropriate for a member of this Club may be disciplined following the process in 2.7.1.

2.7.1. *Disciplinary Process*

- I. Suspension
 - a. The Chair, Vice Chair or Membership Secretary may suspend a member pending investigation of a disciplinary matter.
 - b. Suspension comprises the removal of membership rights, including their right to attend Club events, their right to access members' only areas on the website and their ability to post to the Club's social media platforms.
 - c. The member will be notified by email that their membership has been suspended.
- II. Disciplinary Hearing
 - d. The member will be notified by email of the alleged conduct and potential sanctions. The email will offer a date and time for a hearing.

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- e. The hearing will consist of the member and a disciplinary subcommittee consisting of two Committee members and one other member acceptable to both parties. The original complainant may not be chosen as a subcommittee member.
- f. The member may respond in writing and may also attend the hearing.
- g. The member has no right to be represented at the hearing (by a lawyer or otherwise).
- h. There will be no hearing if either;
 - i. the member waives their rights to a hearing (prior rejection of the process or the role of the disciplinary committee may be deemed as a waiver) or
 - ii. the Committee resolves and writes to the member stating that it is not considering expulsion and that consequently, a hearing is not proportionate.
- i. If the hearing takes place, it should be limited to no more than one hour.
- j. The panel, after hearing both sides of the case, or not if the right to a hearing is waived, will report its findings and a recommendation to the Committee.
- k. The Committee's decision is final.

3. Membership.

3.1. Candidates for membership and renewal of membership.

- I. Membership of the Club is open to individuals who support the objectives of the Club and who have paid the annual subscription.
- II. Members are allowed to join the Club if they have an interest in caravans, motorhomes, campers, and tents even if they do not currently own one.
- III. Membership for new members will commence from the date the Club receives the membership subscription. For renewing members, membership will run consecutively from their previous expiry date.
- IV. The Committee may sometimes agree to extend specific memberships beyond one year.
- V. Candidates for new membership of the Club must complete the application form on the Club website and submit this together with the appropriate subscription or direct debit mandate.
- VI. Membership is granted only once payment of the membership subscription has been received.
- VII. The Committee has discretion to refuse any application for membership or renewal. In this event the subscription amount will be returned to the applicant.
- VIII. Candidates for membership/renewal are entirely responsible for the correctness of any details they submit.
- IX. The Committee may change procedures for membership/renewal to the Club..

3.2. Joint Membership.

- I. Joint memberships are available.
- II. Joint membership is intended to allow two connected persons (husband/wife/partner/sibling/parent-child) to benefit from a single Club subscription.
- III. Both participants in a Joint membership enjoy a range of Club benefits, however they are only entitled to a single vote at AGM/EGMs and, for obvious reasons they will only receive a single copy of Club periodicals, etc.
- IV. Both participants in a Joint membership can create their own account on the Club website and access member-only areas with that account.

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3.3. Honorary or lifetime membership.

- I. The Club does not currently offer lifetime or honorary membership options.

3.4. Register of Members.

- I. The Club maintains a register of its members. This register contains the information the member supplied on their application form and any other documents or information the member supplies at a later date. The register is held on the Club's membership system, hosted online by White Fuse Ltd.
- II. The Club is regulated by the Data Protection Act 2018. Information provided by members will be shared with the Club Officers, Committee and other volunteers for the purposes of administering the Club. Information will also be shared with third parties with whom the Club has an agreement for the protection of data, including, but not limited to, printing services. The Club will not sell or otherwise disclose information for the purposes of marketing, telesales, or any other purpose not in the pursuance of the objectives of the Club.
- III. Any member of the Club who receives access to information on the Club's membership register agrees to their obligations to only use it in pursuance of the objectives of the Club, and to protect that information and to return any material should they leave the Club or no longer have need to have access to it.
- IV. Improper use of the membership register will lead to immediate expulsion from the Club and may result in prosecution.

4. The Management Committee.

4.1. Management Committee

- I. The Committee will consist of not less than seven members and not more than eleven members elected by online vote prior to the AGM who will take office from the formal conclusion of the AGM.
- II. Committee Members will be voted for by a list vote with the top eleven candidates with the most votes being elected.
- III. In the event that the Committee Elect (prior to AGM) does not include members deemed to have the expertise to meet its core functions (see 2.1.iii) and statutory requirements, they may co-opt additional Committee members.
- IV. In this circumstance, the Committee may exceed the maximum eleven members rule in section 4.4.1.ii.
- V. Appointment of a co-opted member can only be made at a formal Committee meeting and will take effect at the date agreed by the Committee.
- VI. The Committee members will determine amongst themselves which duties each will fulfil.
- VII. All candidates for the Committee must have been members of the Club for a continuous period of not less than 12 months prior to nominations opening.
- VIII. All members of the Committee must be members of the Club during the entirety of their term.
- IX. All incumbent Committee members automatically retire at the end of the AGM. The new Committee takes over at that point.
- X. Incumbent Committee members retiring under these provisions are eligible for re-election.

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- XI. The proceedings of the Committee shall not be invalidated by any vacancy among their number or by any failure to appoint or any defect in the appointment or qualification of a member.
- XII. No person shall be appointed as a member of the Committee who is aged under 18 or who would if appointed be disqualified under the provisions of clause 4.4.

4.2. Management Committee Standing Orders

- I. The general operating procedures and the structure of the Committee are governed by a separate Standing Orders document.
- II. The Committee Standing Orders may be amended based on a *Governance majority* vote as defined in the Committee Standing Orders themselves.

4.3. Management Committee Powers

- I. In furtherance of the Objectives only, and subject to applicable laws, the Committee may exercise the following powers;
 - a. power to raise funds and to invite and receive contributions.
 - b. power to alter the amount of annual subscription fees, but not retrospectively.
 - c. power to buy, take on, lease, or exchange and maintain any property on behalf of the Club.
 - d. power to dispose of all or any part of the property of the Club.
 - e. power to co-operate with other organisations and to exchange information and advice with them.
 - f. power to support any charitable trusts, associations or institutions.
 - g. power to do all such lawful things as are necessary for the achievement of the objectives.
 - h. power to make or alter the rules of the Club, consistent with the Objectives.

4.4. Management Committee Members – Conflict of Interest.

- I. Subject to the provision of sub-clause 4.4.ii no member of the Committee may acquire any personal interest in property belonging to the Club or receive remuneration or be involved other than as a member of the Committee in any contract entered into by the Committee, unless previously agreed by the Committee and subject to periodic renewal of that agreement.
- II. Any member of the Committee for the time being who is a solicitor, accountant or other person engaged in a profession may charge and be paid all the usual professional charges for business when they or their professional partners are instructed by the Committee to act in a professional capacity on behalf of the Club, provided that at no time shall a majority of the members of the Committee benefit under this provision and that a member of the Committee must withdraw from any part of a meeting during which their instruction or remuneration, or that of their professional partners, is under discussion.
- III. Any member of the Committee who believes that they may be subject to an actual or potential Conflict of Interest, or a matter that might to be perceived as such, is required to bring it to the attention of the Committee at the earliest opportunity. Any such notice and the subsequent Committee discussion and agreed actions, must be formally minuted.

4.5. Management Committee Meeting Minutes.

- I. Minutes of meetings of the Committee are available to members on request from the Club Secretary.

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5. Receipts and Expenditure

- I. The funds of the Club, including all donations, contributions and bequests, shall be paid into an account(s) operated by the Committee in the name of the Club at such bank(s) or building societies as the Committee shall from time to time decide. The Club may operate more than one bank account. All funds drawn on the Club's bank accounts must be visible to, and approved by, the Committee.
- II. Committee members must avoid using their personal accounts to pay for Club expenses and then seeking reimbursement, unless any such action has been previously agreed by the Committee.
- III. In exceptional circumstances, the Chair or the Vice Chair may authorise an expense outside of a Committee meeting. This action must be reported to the Committee at the next meeting.
- IV. All expenditure must be supported by receipts and/or invoices.

6. Annual statement of accounts.

- I. An annual statement of accounts will be presented at the AGM.

7. Independent Audit

- I. Any member may request an independent audit of The Club's accounts. The costs of any such exercise shall be borne by the member concerned.

8. Annual General Meeting. (AGM)

8.1.Date and Venue.

- I. An AGM will be held every year at a time and venue decided by the Committee.

8.2.AGM.

- I. The AGM shall be announced by e-mail from the Club with at least 3 calendar months notice before it is held.
- II. All members are entitled to take part in online voting for committee positions and other decisions submitted before the AGM takes place. Nominations and details of decisions will be communicated in good time, allowing at least two calendar weeks for the vote to take place before the AGM.
- III. As stated elsewhere, Joint Members have single subscription voting rights, i.e., not one each for the joint members.
- IV. The AGM shall:
 - a. Receive an annual statement of accounts.
 - b. Receive reports from the Chair and Treasurer and any other Committee members that the Committee consider appropriate.
 - c. Confirm the results of the online vote to elect Committee Members and identify the roles agreed for the elected members.
 - d. Deal with any additional agenda items.
 - e. Open the discussion to members present (in person or via the conference facility that may be provided by the Club) wishing to raise any points under "Any Other Business".

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9. Extraordinary General Meeting. (EGM)

- I. An EGM may be called at any time by one of the following;
 - a. A majority Committee vote.
 - b. One half of The Club's membership provided that the motion(s) to be discussed are clearly communicated to the membership. Following such a vote by the Club membership the Club Secretary must be notified in writing. The Club Secretary will then arrange a venue and date at such time to give 30 days' notice via an e-mail from the Club.
 - c. The motion(s) to be discussed at an EGM must clearly communicated and will form the only agenda items for the EGM. In all other respects the procedure will be identical to that of an AGM.
- II. Any costs incurred by the Club for holding an EGM called by the membership will be met by whomsoever called the meeting.

10. Winding up The Club.

- I. In the event of the Club winding up, all property of the Club will be disposed of by the Committee to the highest bidder and all remaining Club funds, after costs, will be donated to registered charities chosen by the Committee.

11. Club Property.

- I. The Club will maintain a register of all Club property and its location. Club property shall be inventoried and any loss or damage due to negligence may be held accountable to the person in charge of the items at the time.

12. Social Media.

- I. The Club has several social media platforms for members to use as well as for the promotion of the Club. Each platform will be the responsibility of the Committee member assigned the Social Media duty. The Social Media Committee member may assign additional administrators and/or moderators as are required. It is the responsibility of the Social Media Committee member to ensure that the social media platforms are well monitored and are used within the guidelines of these Rules.
- II. The Rules for use of specific Social Media platforms will be published within those platforms. Any sanctions for breaches of rules are the responsibility of the Social Media Committee member.
- III. No private data for Club members is to be shared on any social media platform by the Club. It is the responsibility of platform administrators and moderators to confirm that posts remain relevant to the Club and camping in general.
- IV. If any posts or photos are deemed to cause offence to members and they request that these posts are removed, they are to contact the administrators who will assess the complaint and take appropriate action to resolve the issue.
- V. Club membership does not entitle a member to automatic access to the Club's media platforms nor does it provide immunity from the Club's disciplinary procedures nor from sanctions specific to the platforms in question.

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13. The Constitution (the Rules).

- I. Once the Rules are agreed by the Committee, they remain in place unless a requirement is identified to amend them and subject to a *Governance majority* vote by the Committee (as defined in the Committee Standing Orders).
- II. Any changes must be notified to members. Feedback on changes will be welcomed and may be submitted as business at the following AGM.
- III. The Constitution and The Management Committee Standing Orders shall be available on the Club website.