

SAMOA HOTEL ASSOCIATION **(INCORPORATED)**

1. NAME

The name of this Association shall be “Samoa Hotel Association” and it is hereinafter referred to as “the Association”.

2. REGISTERED OFFICE

The Registered Office of the Association will be situated at:-

STA Marketing Fale, Beach Road
Apia, SAMOA

Or such other place as the Executive of the Association may determine.

3. AIMS

To establish a strong network amongst the members of the Association and develop the backbone of the tourist industry into a viable and attractive product for all markets involved.

4. OBJECTS

The objects to the Association are:

- 4.1 To secure to the Association all the advantages of lawful unanimity of action.
- 4.2 To further protect, encourage, promote and advocate by all or any lawful means the interests of members in the business of hotel, accommodation and kindred businesses within the general ambit of the tourist industry.
- 4.3 To maintain and promote quality and high standards within the tourist industry in Samoa by encouraging reliability and honest dealing and discouraging unfair practices.
- 4.4 To improve the service rendered to the public by members of the Association by offering constructive suggestions.
- 4.5 To assist in disseminating information amongst its members and by advertising and marketing opportunities.
- 4.6 To see that the needs of the members are properly addressed and to strengthen and facilitate co-operative action between the members as a means to identifying problems and solutions.
- 4.7 To establish links with tourism industry partners in order to maintain a cohesive, efficient relationship.
- 4.8 To act as a non-political agency in making recommendations to the Parliament concerning legislation of interest to the hotel business and tourist industry in general,

and recommendations to any other public body in Samoa concerning such industry, and all matters affecting industrial relations.

- 4.9 To improve and promote the proper training of management and employees throughout the tourist industry.
- 4.10 To liaise with individuals, organizations or government on issues that will support the Association's Aim.
- 4.11 To act as an umbrella to protect the interest of the members against individuals or organizations whose act will have an adverse effect on the Association.

5. POWERS

- 5.1 In the carrying out of its objects the Association shall have the following powers:
 - 5.1.1 To do all such things that are incidental or conducive to the attainment of the objects of the Association or any one of them.
 - 5.1.2 To affiliate with any other Association or alliance of Associations having objects compatible with the objects and policies of the Association.
 - 5.1.3 To purchase, take on lease, or otherwise acquire lands, buildings and premises for the furtherance of the objects of the Association.
 - 5.1.4 To erect and maintain, alter and repair, any buildings and erections or other property that may be acquired for the purpose of the Association.
 - 5.1.5 To buy or otherwise acquire chattels of all descriptions, books, papers, machines, apparatus and other things required for or of use in connection with the offices of the Association.
 - 5.1.6 To manage, let, sell, exchange or otherwise deal with the property of the Association in such manner as the Association shall deem necessary.
 - 5.1.7 To lend, borrow, or raise or secure the payment of money in such manner as the Association shall think fit upon such terms and conditions as shall be deemed expedient and in particular by mortgage of debenture, perpetual or otherwise, bank overdraft or other securities, and to charge if need be such mortgages, debentures or other securities, upon the floating assets of or upon all or any of the property of the Association present or future.
 - 5.1.8 To raise funds by means of subscriptions of members and levies on members and otherwise for all the purposes and objects of the Association in such amounts and in such manner as is provided for in these rules.
 - 5.1.9 To enter into any agreement with any person, firm, company, Government, Municipal or other Local Authority or other association which may seem conducive to the Association's objects or any of them and to obtain from such person, firm, company, Government or other Authority or association any right privilege or concession which the Association may think desirable

to obtain and to carry out exercise and comply with any such arrangement, right, privilege or concession.

5.1.10 To apply for, promote and obtain, any legislation, leave, license, right or authority to enable the Association to carry out its objects and/or for the purpose of obtaining for the Association or its members any additional powers or protection or for any other purpose which may appear to the Association to be expedient in the interests of the Association or members and to oppose any Bills, Acts, regulations, proceedings or applications which may seem to the Association likely to prejudice the interests of the Association or its members directly or indirectly.

5.1.11 To aid by donations or any other means approved by the Association, researches or experiments in any matters or things likely to benefit the Association of its members.

5.1.12 To do all such lawful acts and things as are incidental or conducive to the attainment of the above mentioned objects or any of them.

5.1.13 The income and property of the Association, where-so-ever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise, howsoever by way of the Association. And it is Hereby Declared and Agreed that it is the object of the Association to maintain the said Association in its entirety and that no member shall be in such capacity entitled to make a claim or demand for any share in the assets of the Association or for any division thereof, but shall while a member be only entitled to the privileges provided by this Constitution and shall on ceasing to be a member in accordance with this Constitution cease to have any claim whatever upon the Association.

5.2 PROVIDED THAT the Association shall not support with its funds or endeavor to impose on or procure to be observed by its members or others any regulation or restriction which if an object of the Association would make it a Trade Union.

6. MEMBERS

6.1 Eligibility

Those eligible to be members of the Association are:

6.1.1 Full Financial Members

The Management Company or legal entity or declared sole traders or partnerships of hotels, resorts, motels, beach fale, and traditional home stay facilities that offer accommodation for inbound and/or domestic tourists.

6.1.2 Associate Members

Associate Members shall be any member established in allied and kindred business within the general ambit of the tourist industry. Associate Members shall have the

rights and privileges of Active Members but shall not have the right to vote or hold office.

6.2 Representation

6.2.1 Each Member is to be represented by one (1) delegate.

6.2.2 The delegate is to be a person specified in writing to the Secretary or the Office of the Association by the Chief Administrative Authority of the Member. The Chief Administrative Authority of the Member may also specify an alternative delegate. The delegate and alternative delegate may from time to time be removed and substituted in the same manner.

6.2.3 Each delegate may bring to any meeting an observer who may or may not be the alternative delegate. Where both the delegate and the alternative delegate of a Member are in attendance at any meeting and are entitled to vote, only the delegate shall cast any vote of the member.

6.3 New Members

6.3.1 New entities which meet eligibility prerequisites may apply to join the Association by written application to the Secretary or the Office of the Association. Each Application shall be accompanied by supporting letters from two Members of the Association which are in good standing

6.3.2 New members will only be accepted if the Association is satisfied that the applicant meets the legal prerequisite of being an identifiable and accountable entity and is operating a business offering accommodation in Samoa that meets any conditions that have from time to time been prescribed by the Association.

6.3.3 Any Member who wishes to resign can do so by a written letter to the Secretary or the Office of the Association. Any subscription or levies previously paid by the member shall not be refundable and any due shall be paid before the Association shall consider any application for readmission by that entity.

6.3.4 All rights and privileges of membership shall be suspended during any period that any annual subscription or levy is past due date until paid (with or without any prescribed penalties).

6.3.5 Any member or delegate who is being considered for dismissal shall be informed in writing so that a hearing can be arranged to ensure that all sides of a matter are heard.

6.4 Subscription

6.4.1 The annual subscription will be set at the Annual General Meeting of the Association

6.4.2 Payment for the following year's subscription shall be paid to the Treasurer or the Office of the Association by the last day of the month in which the

Annual General Meeting is held. Any failure to pay by said due date or such extended due date as the Association may on any particular occasion approve by Special Resolution shall automatically result in suspension of all rights and privileges of membership.

- 6.4.3 The Treasurer or the Office of the Association's receipt for the payment of the subscription shall be deemed evidence of the currency of membership.

7. LANGUAGE

There will be other publications of this Constitution using the Samoan language for our local awareness, otherwise English will be widely used for International Communication purposes though the two should carry the same meaning and connotations of the Constitution in total, otherwise if by any chance there is a conflict of interpretations then the Samoan language will become the Official Language.

8. MEETINGS

8.1 Annual General Meeting

- 8.1.1 The Association shall hold its Annual General Meeting before the end of the month of February in every year PROVIDED THAT for circumstances beyond the control of the Association the Association may extend the period for the Annual General Meeting by a maximum of 3 months by Special Resolution.
- 8.1.2 The Secretary or the Office of the Association shall issue notices as required on the advice of the President. Each member of the Society shall, at least 14 days before the scheduled date, be sent a notice in writing to the address last deposited with the Secretary as the member's official address for notices.
- 8.1.3 The Notice of the Annual General Meeting shall be advertised in at least one nationally circulated newspaper on no less than two (2) occasions at least 14 days before the scheduled date for the meeting.
- 8.1.4 The published Notice must include the Agenda.
- 8.1.5 Motions for discussion shall be handed to the Secretary or the Office of the Association in writing no less than 7 days prior to the meeting. Such motions shall be circulated by the Secretary to all members no less than 3 days prior to the Annual General Meeting
- 8.1.6 Agenda of the Annual General Meeting must include the following:
- (i) Minutes of the previous year's Annual General Meeting
 - (ii) Annual Report from the President
 - (iii) Audited Financial Report including
 - (a) Statement of Receipts and Payments, and
 - (b) Statement of Assets and Liabilities compiled by the Treasurer and Audited by the Appointed Auditors according to accounting and Audit procedures accepted in Samoa by the Society of Accountants;
 - (iv) Election of New Officers
 - (v) Appointment of Auditor
 - (vi) Appointment of Solicitor

- (vii) Duly notified motions
- (viii) General Business

8.1.7 Quorum

- (i) The quorum for the Annual General meeting shall be 25% of the current financial members
- (ii) Should the required number to form a quorum not be present, the President shall require the meeting to be reconvened to a date not less than one (1) week hence
- (iii) Notice of a reconvened meeting shall be published at least once in a Nationally circulating newspaper no less than 3 days before the scheduled date
- (iv) The eligible members present at the reconvened meeting shall be deemed to constitute a quorum.

8.1.8 Voting:

- (i) Only financial members shall be eligible to vote
- (ii) Each financial member shall have one vote except the President who in the case of a tie shall have a casting as well as a deliberative vote
- (iii) By voice or by the show of hands (as the President may determine). If the vote is tied the President shall call for a secret ballot. If the votes remain tied at that stage the President shall then cast his/her vote.

8.1.9 Delegates

- (i) The principal administrative officer of each financial Member shall before the commencement of the Annual General Meeting deposit with the Secretary or the Office of the Association any advice as to the change in any earlier notified delegate or alternative delegate. If no such advice is deposited the currently notified delegate, or in his or her absence alternative delegate, shall be the Members Delegate to attend that and until removed subsequent meetings of the Association.
- (ii) A Delegate elected to the Executive shall be deemed elected in a personal capacity but may for a particular meeting under his or her hand appoint an alternate who can attend that meeting and be counted in a quorum and vote thereat provided that if the alternate is appointed for a particular Office Holder that alternate shall not exercise the rights and authorities of that office but shall participate as an ordinary Member for that meeting only.
- (iii) If an individual is removed by a Member as a Delegate and/or alternate and that individual is a Member of the Executive, that position shall immediately be vacated and shall be filled by the Executive as a casual vacancy pending the next scheduled General Meeting of the Association when an election shall be held.

8.2 Extra-Ordinary Meeting

8.2.1 An Extra Ordinary Meeting shall be called by the President after receiving a written notification signed by not less than 10 financial members, setting out a motion(s) and explanatory memorandum therefore.

8.2.2 The President shall instruct the Secretary or the Office of the Association to call a meeting in accordance herewith PROVIDED THAT if a General

Meeting of the Association is scheduled within 2 weeks of the Secretary or the Office of the Association receiving such instruction the motion shall be included as a priority item therein

- 8.2.3 The Secretary or the Office of the Association shall issue notices as required to so do by the President. Each member of the Society shall, at least 14 days before the scheduled date, be sent a notice in writing to the address last deposited with the Secretary as the member's official address for notices.
- 8.2.4 The Notice of the Extra-Ordinary Meeting shall be advertised in at least one nationally circulated newspaper on no less than two (2) occasions at least 14 days before the scheduled date.
- 8.2.5 The published Notice must include the agenda and details of the purpose of the meeting.
- 8.2.6 Quorum:
- (i) The quorum for the Extra-Ordinary General meeting shall be 25% of the current financial members
 - (ii) Should the required number to form a quorum not be present, the President shall require the meeting to be reconvened to a date not less than one (1) week hence
 - (iii) Notice of a reconvened meeting shall be published at least once in a Nationally circulating newspaper no less than 3 days before the scheduled date
 - (iv) The eligible members present at the reconvened meeting shall be deemed to constitute a quorum
- 8.2.7 Voting:
- (i) Only financial members are eligible to vote
 - (ii) Each financial member has one vote Each Executive has one vote except the President who in the case of a tie shall have a casting as well as a deliberative vote
 - (iii) By voice or by the show of hands (as the President may determine). If the vote is tied the President shall call for a secret ballot. If the votes remain tied at that stage the President shall then cast his/her vote.

8.3 Special General Meeting:

- 8.3.1 The President shall call a Special General Meeting if required by a majority of the Executive.
- 8.3.2 The Secretary or the Office of the Association shall issue notices as required on the advice of the President. Each member of the Society shall, at least 14 days before the scheduled date, be sent a notice in writing to the address last deposited with the Secretary as the member's official address for notices
- 8.3.3 The Notice of the Special General Meeting date shall be advertised in at least one nationally circulated newspaper on no less than two (2) occasions at least 14 days before the scheduled date.

- 8.3.4 The published Notice must include the agenda and details of the matters of special business.
- 8.3.5 Quorum
- (i) The quorum for a Special General Meeting is 25% of the current financial members.
 - (ii) Should the required number to form a quorum not be present, the Meeting can be adjourned by the President to a date not less than one (1) week hence
 - (iii) Notice of a reconvened meeting shall be published at least once in a Nationally circulating newspaper no less than 3 days before the scheduled date
 - (iv) The eligible members at the subsequent meeting would be deemed to constitute a quorum
- 8.3.6 Voting:
- (i) Only financial members are eligible to vote
 - (ii) Each Executive has one vote except the President who in the case of a tie shall have a casting as well as a deliberative vote
 - (iii) By voice or by the show of hands (as the President may determine). If the vote is tied the President shall call for a secret ballot. If the votes remain tied at that stage the President shall then cast his/her vote.
 - (iv) A motion to change the Constitution requires a vote of at least two thirds (2/3) of the financial members in attendance at the meeting

8.4 General Meeting

- 8.4.1 A General Meeting shall be held no less than 3 months after the previous general (including Annual) meeting
- 8.4.2 The President shall instruct the Secretary or the Office of the Association to issue the prescribed notices of the meeting.
- 8.4.3 The Secretary or the Office of the Association shall issue notices as required on the advice of the President. Each member of the Society shall at least 14 days before the scheduled date be sent a notice in writing to the address last deposited with the Secretary as the member's official address for notices
- 8.4.4 The Notice of the General Meeting date shall be advertised in at least one nationally circulated newspaper on no less than two (2) occasions at least 14 days before the scheduled date.
- 8.4.5 The published Notice must include the agenda
- 8.4.6 Quorum
- (i) The quorum for a General meeting is 25% of the financial Members.
 - (ii) Should the required number to form a quorum not be present, the Meeting would continue but motions before the Meeting would be restricted to discussion only.
 - (iii) Notice of a reconvened meeting shall be published at least once in a Nationally circulating newspaper no less than 3 days before the scheduled date

- (iv) The eligible members at the subsequent meeting would be deemed to constitute a quorum

8.4.7 Voting

- (i) Only financial members are eligible to vote
- (ii) Each Executive has one vote except the President who in the case of a tie shall have a casting as well as a deliberative vote
- (iii) By voice or by the show of hands (as the President may determine). If the vote is tied the President shall call for a secret ballot. If the votes remain tied at that stage the President shall then cast his/her vote.

8.5 Executive Meeting

8.5.1 An Executive Meeting shall meet at least once in each calendar month

8.5.2 The President shall instruct the Secretary or the Office of the Association when to call the meeting

8.5.3 The Secretary or the Office of the Association shall issue notices as required on the advice of the President. Each member of the Executive shall at least 3 days before the scheduled date be sent a notice in writing to the address last deposited with the Secretary or the Office of the Association as the member's official address for notices

8.5.4 The Notice must include the agenda and any papers for discussion

8.5.5 Quorum

- (i) The quorum for an Executive Meeting is 50% of the elected Executive that represent Members in good financial standing.
- (ii) Should the required number to form a quorum not be present, the Meeting shall be adjourned by the President to a date within one (1) week
- (iii) Notice of a reconvened meeting shall be forwarded at least 3 days before the scheduled date to the address last deposited with the Secretary or the Office of the Association as the member's official address for notices.

8.5.6 Voting:

- (i) Only Executives which are delegates of financial members are eligible to vote
- (v) Each Executive has one vote except the President who in the case of a tie shall have a casting as well as a deliberative vote
- (vi) By voice or by the show of hands (as the President may determine). If the vote is tied the President shall call for a secret ballot. If the votes remain tied at that stage the President shall then cast his/her vote.

9. ELECTION OF OFFICERS

9.1 The Officers

- (i) The President
- (ii) The Vice President
- (iii) The Treasurer

- (iv) The Secretary
- (v) The Immediate Past President
- (vi) Two (2) Additional Persons

OR

Three (3) Additional persons (subject to clause 9.9.3)

9.2 The Executive

The Executive of the Association shall comprise those persons from time to time occupying the positions specified in paragraph 9.1 (i) to (vi) inclusive.

9.3 Eligibility

9.3.1 Each person nominated for the Executive of the Association must be the official representative of a full financial Member who has been a full financial Member of the Association for at least the continuous twenty four (24) month period or two (2) years' immediately preceding the date of the person's nomination.

9.3.2 Each person nominated for the Executive of the Association must:

- (i) Have a minimum of two (2) years' experience in managing hotels or tourist accommodation; or
- (ii) Be an owner, or belong to the immediate family of an owner, of a hotel or tourist accommodation.

9.4 The President

The President's responsibilities include:

9.4.1 Chairing of the Association Meetings and Executive Meetings

9.4.2 Informing the Secretary when to call the Association's Meetings.

9.4.3 Representing the Association at all the appropriate Corporate Meetings and Functions that are of the interest of the Association and its members.

9.4.4 Delegation of duties

9.5 The Vice President

The Vice President shall substitute for the President during his/her absence. In case of death, or any reason that the Association is satisfied that the President shall not be able to continue his/her term, the Vice President shall then be able to step in for the remaining term until the next Annual General Meeting.

9.6 **The Secretary**

The Secretary, whose duties include calling all Association Meetings; keeping a record of minutes and proceedings of all Association Meetings; attending to all correspondence; keeping the Members informed by way of a Newsletter; other duties associated with the SHA as may be required.

9.7 **The Treasurer**

The Treasurer shall be responsible for keeping records of Receipts and Payments Accounts of the Association; providing a financial report for all the Association Meetings; keeping a register of all of the Association's assets and liabilities; providing an annual Financial Report and passing same to the Auditor/s.

9.8 **Term**

The Executive Committee will stand for a period of one year.

9.9 **Re-election**

9.9.1 The Executive Members who are already holding offices are eligible for election for a second term in Office. They will not be eligible for election to the same position at the completion of the two terms, but are eligible to be nominated for another position on the Executive.

9.9.2 If a project requires the ongoing involvement of any of the following Executive Members:

- (i) The President
- (ii) The Vice President
- (iii) The Treasurer
- (iv) The Secretary

He/she can be elected to his/her current position for a maximum extension of one (1) year only.

9.9.3 In the event that the President has not completed his or her maximum term in Office via elections, then the "Immediate Past President" position is voided and three (3) additional persons shall be voted in as the remaining members of the Executive Council

9.9.4 On completion of his or her full term in Office, the President is automatically appointed to the position of Immediate Past President until his/her successor's term is completed, provided that:

- (i) He or she continues to be a representative of a full financial Member of the Association, and
- (ii) He or she consents to serve on the Executive.

9.10 Attendance

An Executive Member who fails to attend three (3) consecutive Executive meetings may be required to stand down and that position will become vacant.

9.11 Vacancies

If a position becomes vacant on the Executive the President may call in a delegate who represents a financial member until the next scheduled General Meeting, at which time nominations would be called to fill the vacant position.

9.12 Nomination & Election of Executive

9.12.1 Nomination of candidates for election as officers of SHA or Executive members shall be moved and seconded only by financial members of the Association who are entitled to vote and shall be accompanied by the written consent of the nominee.

9.12.2 Nominations shall be delivered to the Secretary or the Office of the Association at least three (3) working days by close of business (5.00pm) before the date of the Annual General Meeting.

9.12.3 If sufficient nominations are not received to fill all vacancies on the Executive, the candidates nominated shall be deemed to be elected and further nominations shall be received at the Annual General Meeting.

9.12.4 If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.

9.12.5 If the number of nominations exceeds the number of vacancies to be filled, a ballot shall be held.

9.12.6 The ballot for the election of Officers and Executive members shall be conducted by way of secret ballot unless the Annual General Meeting determines otherwise.

10. ASSOCIATION HEADQUARTERS

The Executive may at a time it determines to be appropriate, establish a headquarters for the Association to handle all office work and it shall be used as a Headquarters and Information Centre. The office shall be headed by a Director who shall be appointed by the Executive from candidates nominated by a panel appointed for that purpose by the Executive meeting.

11. INCOME AND PROPERTY

11.1 The income and property of the Association from whatsoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association, and no proportion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Association.

- 11.2 PROVIDED THAT nothing herein contained shall prevent the payment in good faith of remuneration by way of salary or fees to any officer or servant of the Association or to any members of the Association in return for any services actually rendered to the Association, nor for goods supplied in the ordinary and usual way of business, nor prevent the payment of interest at a reasonable rate on money borrowed from any member of the Association, nor for reasonable and proper rent for premises demised or let by any member to the Association, nor reimbursement of reasonable traveling accommodation or sustenance expenses incurred by officers of the Association when engaged in the affairs or business of the Association.
- 11.3 PROVIDED FURTHER THAT no member of the Board of Management or governing body of the Association shall be appointed to any salaried office of the Association, or any officer of the Association paid by fees; and that no remuneration or other benefit of money or money's worth shall be given by the Association to any member of such board of management or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association.

12. DISSOLUTION OF THE ASSOCIATION

12.1 Required dissolution

The Association shall be dissolved by the following reasons:

12.1.1 Less than 50% of the Foundation Members are still members

12.1.2 The Association ceases to function.

12.1.3 The Association declares bankruptcy.

12.1.4 In case of a decision by 50% of the members or that according to the Set of Rules the Association is not meeting its Aims and Objectives.

12.2. Procedure

12.2.1 The Secretary, acting upon the decision of the Executive, shall put a notice in the paper advising the Public of the Association being dissolved.

12.2.2 The members of the Executive and the ordinary members will not be responsible for any debts owed by the Association.

12.2.3 All Assets and all monies in the Association Bank Account will be donated to the Samoa Tourism Authority for use upon one of Samoa's tourist attractions.

13. CONTRIBUTION ON WINDING UP

Each member of the Association undertakes to contribute to the property of the Association in the event of its being wound up while he/she is a member or within one year after he/she ceases to be a member, for payment of debts and liabilities of the Association contracted before he/she ceased to be a member and of the costs and expenses of winding up and for

adjustment of the rights of the contributions amongst themselves, such amount a may be required not exceeding Twenty Samoan Tala.

14. DISTRIBUTION OF PROPERTY ON WINDING UP

If upon the winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Association but shall be given and transferred to some institution or institutions having objects similar or in part similar to the objects of the Association and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Association under or by virtue of Paragraph 5 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and in default thereof by such Judge of the High Court of Samoa as may have or acquire jurisdiction in the matter.

15. COMMON SEAL

The Common Seal of the Association shall be entrusted to the care and safe custody of the Secretary of the Association. The Common Seal shall only be used on documents in accordance with a resolution of the Executive or a General Meeting. Its appreciation shall be attested by the Director and any two members of the Executive Body.

16. BANKING

The Association shall operate accounts only at such Banks and in accordance with any terms and conditions imposed by a resolution of the Executive or General Meeting of the Association.

17. AUDITOR

17.1A qualified auditor or firm of auditors, who shall not be officers of the Association, shall if from time to time required, be approached by the Executive on the recommendation of the General Meeting to the position of Auditor. If appointed, s/he/they shall hold office for one year and may be re-appointed.

17.2 The Auditor(s) shall be required to audit the accounts of the Association for the year and prepare a report of certificate for the Annual General Meeting of the Association or for any period within their term of office at any date and to make a report to the Association.

18. SOLICITOR

A qualified Solicitor or firm of Solicitors, who shall not be officers of the Association, shall if from time to time required, be approached by the Executive on the recommendation of the General Meeting to the position of Solicitor. If appointed, s/he/they shall hold office for one year and may be re-appointed.

19. TRUSTEES

19.1 The Trustees, who must be Members of the Association, shall be appointed at an Annual General Meeting and shall hold office either at the discretion of the Association or for a specific term. They shall have vested in them all immovable property whatsoever belonging to the Association. The trustees shall not sell,

withdraw or transfer any of the property of the Association without the consent and authority of a meeting of the Association.

- 19.2 A Trustee may be removed from Office by the Association on the grounds that, owing to ill health, unsoundness of mind, absence from country or for any other reason he/she is unable to do so satisfactorily, and the vacancy shall be filled by a meeting of the Association convened for that purpose.

20. INDEMNITY

Each officer of the Association shall be indemnified out of the funds of the Association against all costs, charges, expenses, losses and liabilities incurred by him/her in the management of the affairs of the Association or in discharge of his/her duties.

21. BY-LAWS

The Association may make by-laws not inconsistent with any of the provisions of this Constitution providing for:

- (a) The calling and conduct of meetings of the Association or any of its committees and the procedures in transacting its business;
- (b) The appointment of committees of the Association and the delegation to such committees of all or any powers of the Association;
- (c) The duties to be allocated to and the delegation of the exercise of executive powers of the officers of the Association;
- (d) The collection of subscriptions and donations for the purposes of the Association;
- (e) The keeping and presentation of the accounts;
- (f) The appointment, conduct, remuneration and dismissal of servants of the Association and;
- (g) Any other purpose necessary or expedient to carrying out the provisions of this constitution.

22. AMENDMENTS

No addition, alteration or amendment to this Constitution or By Laws made hereunder shall be effective until such time as the same shall have been previously submitted to and approved by the Registrar of Companies in Samoa.