



# **ASEAN TOURISM ASSOCIATION (ASEANTA) CONSTITUTION**

## **CONSTITUTION**

### **PERSATUAN PELANCONGAN ASEAN (ASEAN TOURISM ASSOCIATION)(ASEANTA)**

#### **CLAUSE 1 NAME**

1. The Association shall be known as

**PERSATUAN PELANCONGAN ASEAN (ASEAN TOURISM  
ASSOCIATION)(ASEANTA)**

Hereinafter referred to as "the Association".

2. Meaning of name : **PERSATUAN PELANCONGAN ASEAN (ASEAN TOURISM  
ASSOCIATION) (ASEANTA)**

3. Level : Lain-lain

#### **CLAUSE 2 ADDRESS**

1. The registered address is

**DOOR A, LEVEL 6, MINISTRY OF TOURISM & CULTURE MALAYSIA, NO.2  
TOWER 1, JALAN P 5/6, PRECINCT 5,  
62200 WILAYAH PERSEKUTUAN PUTRAJAYA**

or at such other place as may from time to time be decided by the Committee; and  
the postal address is

**DOOR A, LEVEL 6, MINISTRY OF TOURISM & CULTURE MALAYSIA, NO.2  
TOWER 1, JALAN P 5/6, PRECINCT 5,  
62200 WILAYAH PERSEKUTUAN PUTRAJAYA**

2. The registered and postal addresses shall not be changed without the prior  
approval of the Registrar of Societies.

#### **CLAUSE 3 OBJECTIVE**

##### **1. VISION**

ASEANTA will contribute significantly to the growth and development of the travel  
and tourism industry in ASEAN and beyond.

##### **2. MISSION**

ASEANTA shall provide effective advocacy in industry and government affairs, training, education and communications initiatives as well as marketing opportunities.

### **3. OBJECTIVES**

3.1 To unite the Members in common purpose, working in a close bond of co-operation, fellowship and assistance in furthering and protecting the interest of the Members.

3.2 To strive towards the attainment of the highest standards of service and facilities for travelers and tourists.

3.3 To uphold the dignity and the ethics of the tourism business and to strive towards its professionalism.

3.4 To foster and maintain the best of relationships among the ASEAN countries and their people.

3.5 To encourage, support and help develop tourism into and within the ASEAN region.

3.6 To act as negotiation body for Members of the Association and to make recommendations to Government departments and agencies or other bodies in relations to any measure which will be taken involving Members and/or the travel industry in ASEAN countries.

3.7 To serve on or offer assistance to any Government, Statutory or International bodies in connection with tourism matters.

## **CLAUSE 4 MEMBERSHIP**

### **1. MEMBERSHIP**

1.1 Membership in the Association shall comprise of four (4) types of membership, namely Ordinary, Ordinary Charter, Associate and Honorary Members.

1.2 Ordinary Members - Ordinary Members shall be granted to the following categories of ASEAN country:

1.2.1 Tourism Associations

1.2.2 Hotel Associations

1.2.3 Airlines

1.2.4 National Tourism Organizations (NTOs)

1.3 Ordinary Charter Members - This category of membership is to recognize the founding Ordinary Members of ASEANTA.

1.4 Associate Members - This category of membership is open to other related Associations as well as other Organizations outside of the ASEAN countries.

1.5 Honorary Members - Honorary Membership shall be granted to those who have excelled themselves in the founding, the promotion and the development of ASEANTA and to any individual person who/which by virtue of development or tourism in the ASEAN countries deserves recognition. The granting of Honorary Membership can only be exercised by majority vote of the Board of Directors. No membership dues will be payable by Honorary Members.

## 2. APPLICATION FOR MEMBERSHIP

2.1 Application for admission to the Association shall be made in writing and in the form duly approved and prescribed for the purpose by the Board of Directors and sponsored by two Ordinary Members.

2.2 The application shall be considered approved by at least a majority of the members of the Board of Directors.

## 3. RIGHTS OF MEMBERS

3.1 Ordinary Members whose current subscriptions have been paid have the following rights:

3.1.1 To vote and be voted upon, at the Annual General Meeting and Extraordinary General Meeting.

3.1.2 To take part in all meetings and events arranged by the Association under conditions set by the Board of Directors.

3.1.3 To hold office in the Association.

3.2 Associate Members whose current subscriptions have been paid, have the right to take part in all meetings and events arranged by the Association under conditions set by the Board of Directors but without the right to vote or hold office in the Association.

## 4. OBLIGATIONS OF MEMBERS

4.1 All members have inter alia, an obligation:

4.1.1 To abide by the Constitution of the Association.

4.1.2 To attend as frequently as possible all events organized by the Association.

4.1.3 To uphold and protect the objectives and the name of the Association.

4.1.4 To fulfill all financial obligations to the Association.

## **5. CONFORMITY TO THE CONSTITUTION**

5.1 Members are required to abide by the Constitution of the Association.

5.2 Members are represented by individuals who have been duly authorized to undertake such representation, and shall be held liable for any breach of any article as stipulated in the Constitution. As such, any disciplinary action served on the Member shall also be deemed to have been served on its Representative, and vice versa.

5.3 A Member or its Representative shall not take legal action against the Association until all avenues under the Constitution have been exhausted.

## **6. BREACH OF CONSTITUTION**

6.1 Any member who fails to abide by the Constitution or who for any reason caused moral or material damage to the Association may:

6.1.1 Be censured, suspended or expelled from membership by the Board of Directors.

6.1.2 The member concerned shall have the right to be heard by the Board of Directors.

6.1.3 The decision of the Board of Directors shall be by a simple majority and considered final.

6.1.4 A member or members of the Board of Directors who may be involved in the case shall have no vote in the decision.

6.2 The decision of the Board of Directors shall be final.

## **CLAUSE 5 RESIGNATION AND TERMINATION**

### **1. TERMINATION OF MEMBERSHIP**

1.1 Membership may be terminated for the following reasons:

1.1.1 Default in the payment fees and/or dues and other assessments of the Association.

1.1.2 Gross unethical or immoral conduct inimical to the objectives and interests of the Association.

1.1.3 Culpable violation of the Association's Bye Laws and/or Constitution.

### **2. RESIGNATION**

2.1 A member may resign by giving notice in writing to the Secretary General and such Members shall remain liable for all financial obligations in arrears up to the date of acceptance of resignation. All resignations shall be approved by the Board of Directors.

## **CLAUSE 6 SOURCE OF INCOME**

### **1. ENTRANCE FEE**

1.1 The Entrance Fee for all categories of membership shall be USD1,500.00.

1.2 Annual subscription fee shall be as follows:

- (i) Ordinary Member USD 500.00
- (ii) Associate Member USD 250.00

1.3 For Associate Membership with reciprocal arrangement, the Board of Directors has the authority to waive the entrance and subscription fee.

1.4 Assessments - In addition to the membership fee, the Board of Directors may levy special assessments on Members if special events or extraordinary expenditure arise.

1.5 Delinquencies - Any Ordinary or Associate Member which has not paid its fees or other assessments within ninety (90) days of due date shall be deemed to have lost its standing. An Ordinary Member which is delinquent shall lose the power to vote or to be voted upon.

1.6 Other Revenues - Revenues from sources other than fees and assessments may be raised, recommended by the Board of Directors.

## **CLAUSE 7 GENERAL MEETING**

### **1. ANNUAL GENERAL MEETING**

#### **1.1 TIME AND PLACE**

1.1.1 The Management Committee shall set the time and place of the Annual General Meeting which shall take place on or before 31 March of each year or at a later date as appropriately deemed by the Board of Directors.

#### **1.2 NOTICE**

1.2.1 The Secretary General shall issue formal notice of the Annual General Meeting at least sixty (60) days before the meeting which shall include the following details:

1.2.1.1 Date, place and time of the Annual General Meeting.

1.2.1.2 Preliminary Agenda.

### 1.3 POWERS OF THE ANNUAL GENERAL MEETING

1.3.1 The Annual General Meeting constitutes the supreme authority of the Association. It alone possesses the following powers:

1.3.1.1 Election to office of the Management Committee Members.

1.3.1.2 Appointment of a firm of Chartered Accountants as the External Auditors.

1.3.1.3 Approval of the Audited Annual Accounts and the Statement of Receipts and Payments for the previous year.

1.3.1.4 Approval of the Annual Budget.

1.3.1.5 Acceptance of the Annual Report.

1.3.1.6 Interpretation and amendments to the Constitution.

1.3.1.7 Dissolution and liquidation of the Association.

1.3.1.8 Relief from office of the External Auditors.

### 1.4 QUORUM OF ANNUAL GENERAL MEETING

1.4.1 The quorum shall be five (5) out of ten (10) ASEAN nation. One (1) ASEAN country to be represented by at least One (1) Ordinary Member in good standing.

1.4.2 If within ten (10) minutes from the time scheduled for the holding of an Annual General Meeting a quorum is not present, it shall be re-scheduled to ten (10) minutes later on the same day after the expiry of the scheduled timing for the Annual General Meeting.

1.4.3 If at such adjourned meeting a quorum is still not present after ten (10) minutes of the time rescheduled for holding the meeting, the members present, shall have power to proceed with the business of the day but shall not have power to amend the Constitution of the Association.

### 1.5 AGENDA AT ANNUAL GENERAL MEETING

1.5.1 The Secretary General shall prepare a detailed agenda of the Annual General Meeting together with copies of the Audited Annual Accounts and the Statement of Receipts and Payments for the previous year, the Annual Budget and the Annual Report, which shall be sent by electronic mail (e-mail) not less than two (2) weeks before the date of the Meeting.

1.5.2 The Agenda of the Annual General Meeting shall include the following:-

1.5.2.1 Approve the Minutes of the previous Annual General Meeting.

1.5.2.2 Accept the Annual Report.

1.5.2.3 Accept the Audited Annual Accounts and the Statement of Receipts and Payments for the previous year.

1.5.2.4 Approve the Annual Budget for the following year.

1.5.2.5 Elect members of the Management Committee Members for the next term.

1.5.2.6 Appoint a firm of Chartered Accountants as the External Auditors.

1.5.2.7 Consider any matters submitted by any Corporate Member or the Management Committee Members, if any.

1.5.3 The Agenda shall exclude item 1.5.2.5 in any year in which elections are not held.

#### 1.6 MATTERS FOR DISCUSSION ANNUAL GENERAL MEETING

1.6.1 Matters for inclusion on the agenda of the Annual General Meeting may be submitted by:

1.6.1.1 Any Ordinary Member

1.6.1.2 The Management Committee

1.6.2 A member wishing to submit a matter for the agenda shall forward it in writing to the Secretary General at least thirty (30) days before the date of the Annual General Meeting.

1.6.3 The Management Committee cannot refuse to submit these matters to the Annual General Meeting.

1.6.4 Proposals for amendments to the Constitution shall be submitted only in accordance with Clause 16 of the Constitution.

#### 1.7 DECISIONS AND VOTES AT ANNUAL GENERAL MEETING.

1.7.1 Each country present shall be entitled to one vote at the Annual General Meeting, to be exercised by an Ordinary Member from that country in good standing. In the event of a tie in the numbers of votes, the Chairman may exercise a casting vote.

1.7.2 All items on the agenda should be discussed at the Annual General Meeting unless by majority of a show of hands, the meeting decides to dispose of any item



on the agenda without debate.

1.7.3 The Annual General Meeting can only vote on items which appear on the agenda. The decisions shall be by a majority of valid votes expressed, except where otherwise provided by the Constitution.

Vote shall be expressed by show of hands unless a secret ballot is demanded by a simple majority of members present. Members who did not vote for whatever reason shall be considered as having abstained. Abstentions shall be considered as void and shall not be considered in calculating a majority.

## **2. EXTRAORDINARY GENERAL MEETING**

2.1 An Extraordinary General Meeting may be called by the Secretary General either by:

2.1.1 Demand by the Management Committee.

2.1.2 A request by one half plus one of its Ordinary Members.

2.1.3 External Auditors.

2.2 Any demand for an Extraordinary General Meeting other than by the Management Committee shall be addressed to the Secretary General in writing.

2.3 The Secretary General shall convene the Extraordinary General Meeting within forty-five (45) days following the date of receipt of the demand.

2.4 The Secretary General shall issue a formal notice to the members at least two weeks before the date of meeting, and in his notice shall give details of the matters for discussion.

2.5 All decisions shall be taken by a majority of Ordinary Members present and voting except as provided for under Clause 16 (Amendments of Rules) and Clause 17 (Dissolution).

2.6 Quorum for Extraordinary General Meetings

2.6.1 The quorum shall be five (5) out of ten (10) ASEAN nation. One (1) ASEAN country to be represented by at least One (1) Ordinary Member in good standing.

2.6.2 If after thirty (30) minutes from the time scheduled for the holding of an Extraordinary Meeting a quorum is not present, it shall stand adjourned.

## **CLAUSE 8 COMMITTEE**

### **1. BOARD OF DIRECTORS**

1.1 The governing body of the Association shall be the Board of Directors.

1.2 The Board of Directors shall comprise of a Director nominated by the respective Ordinary Members.

1.3 The Director may appoint an Alternate Director to attend any Board of Directors meeting with the same rights as the Director. In the event that a Director or his Alternate Director cannot attend a meeting, then the Ordinary Member may nominate another person to attend the meeting with the right to vote. Such nomination has to be made in writing to the Secretary General before the meeting.

1.4 Alternate Director of the Ordinary Members shall not be allowed to sit and/or appoint as Management Committee Members.

## 2. MANAGEMENT COMMITTEE

2.1 The Management Committee shall be responsible for the co-ordination and supervision of policy execution, long-range planning, marketing research, priorities, liaison and day to day routine matters.

2.2 The Management Committee reports to the Board of Directors.

2.3 The Management Committee Members is to be elected at the Annual General Meeting and shall be amongst Directors of Ordinary Members.

2.4 The Management Committee shall comprise of:

1. President
2. Deputy President
3. Secretary General
4. Treasurer
5. Committee Member 1 - To co-opt
6. Committee Member 2 - To co-opt
7. Committee Member 3 - To co-opt

## 3. BOARD OF DIRECTORS MEETING

3.1 The Board of Directors shall meet upon notice from the Secretary General at least once every four (4) months or such other occasions as the Board of Directors may decide.

3.2 It shall also be convened at any time that an appeal is made for its arbitration, or whenever a majority of its members make a written request to the President or Secretary General.

## 4. QUORUM OF MEETING FOR MANAGEMENT COMMITTEE

4.1 The quorum shall be there (3) out of seven (7) members.

## **5. ELIGIBILITY, NOMINATIONS AND ELECTION TO THE BOARD OF DIRECTORS AND MANAGEMENT COMMITTEE.**

5.1 The Members of the Board of Directors shall be nominated by the respective Ordinary Members.

5.2 The Members of Management Committee shall be nominated and elected during the Annual General Meeting and shall be amongst Director of Ordinary Members.

## **6. TERM OF OFFICE**

6.1 The term of office of the Management Committee Members of the Association shall be two consecutive years, specifically the period covered from one Annual General Meeting at which election are held to two subsequent Annual General Meetings thereafter, unless such term is varied by an Extraordinary General Meeting held in the interim.

## **7. VACANCIES IN THE MANAGEMENT COMMITTEE**

7.1 Any member of the Management Committee who fails to attend two consecutive Management Committee meetings without valid reason shall be considered to have resigned from the Management Committee.

7.2 Vacancies which may occur in the Management Committee between Annual General Meetings shall be filled until the next Annual General Meeting in which election are held, by the following manner:

7.2.1 In the event the President vacates the position due to resignation and/or change of Director by the association represented, the position shall be assumed by the Deputy President.

7.2.2 In the event that one of the Management Committee Members vacates the position due to resignation and/or change of Director by the association represented, the Board of Directors shall make an appointment to fill the vacancy, except where the position is held by the President.

## **CLAUSE 9 DUTIES OF OFFICE BEARERS**

### **1. DUTIES OF THE MANAGEMENT COMMITTEE MEMBERS**

1.1 President - The President shall:

1.1.1 Preside at meetings of the Association and the Board of Directors.

1.1.2 Represent the Association on all occasions as may be necessary.

1.1.3 Appoint committees, with the concurrent of the Board, and shall be ex-officio

member of all committees.

1.1.4 Exercise general supervision over the Association's activities and make a report thereon to the Members during the Annual General Meeting.

1.1.5 Sign contracts and other agreements approved by the Board, correspondence and other documents on behalf of the Association.

1.1.6 Appoint such other officers and employees as may deem necessary from time to time with the concurrence of the Management Committee.

1.2 Deputy President - The Deputy President shall take the place of the President in his absence, and shall deputise for him as and when required. In the event that the office of the President falling vacant, the Deputy President shall resume the office of the President for the remaining term of office.

1.3 Secretary General - Secretary General shall be directly responsible to the President for the efficient management and administration of the Association.

1.4 Treasurer - The Treasurer shall be responsible for preparation of the Annual Budget and the accounts of the Association submitted by the Financial Administrator as appointed by the Board.

## **CLAUSE 10 FINANCIAL PROVISION**

### **1. INCOME**

1.1 The income of the Association is derived from:

1.1.1 Entrance Fees

1.1.2 Subscriptions of members

1.1.3 Revenue from organized events

1.1.4 Investment

1.1.5 Sponsorship, etc

1.2 The income shall be controlled by the Treasurer in accordance with the Constitution.

### **2. SUBSCRIPTIONS AND MODE OF PAYMENT**

2.1 Every member shall pay to the Association by 31st January an annual subscription in respect of each financial year of the Association, in advance, of which the rate shall be approved by an Annual General Meeting.

2.2 New Members shall pay their initial annual subscription in accordance with the following schedule:

2.2.1 Those joining in the 1st Half of the Financial Year:

- full year's subscription

2.2.2 Those joining in the 2nd Half of the Financial Year:

- 50% of the full year's subscription

### 3. BANK ACCOUNT

3.1 All funds received by the Treasurer shall be deposited in a bank to be approved by the Board of Directors and the bank account shall be in the name of the Association.

3.2 All payments shall be made by cheques where possible and signed by at least two appointed signatories.

3.3 Any expenditure in excess of RM50,000.00 shall be approved by the Board of Directors. Any expenditure up to RM50,000.00 shall be approved by the Management Committee.

### 4. FINANCIAL YEAR

4.1 The financial year shall be from the 1st January to 31st December.

### 5. FINANCIAL ACCOUNTS

5.1 The Treasurer shall prepare and forward all financial documents to the External Auditors for auditing at least twelve (12) weeks before the date of the Annual General Meeting.

## CLAUSE 11 AUDITORS

### 1. AUDITORS

1.1 A firm of Chartered Accountants shall be appointed by the Annual General Meeting as External Auditors to undertake the Auditing of the Association.

1.2 The External Auditors are responsible to the Annual General Meeting and do not form part of the Board of Directors.

1.3 The duties of the External Auditors are:

1.3.1 Examination and Verification of the accounts of the Association for which purpose they may require all documents related to the accounts.

1.3.2 Examination, as necessary to their duties, of the minutes of the meetings of the Board of Directors and Management Committee for which purpose they shall be provided currently with copies of such minutes for the Board of Directors and Management Committee as may have a bearing on the accounts and funds of the Association.

1.3.3 Presentation of a written report to the Association on the conduct of the finance of the Association. This report shall be read to the Annual General Meeting or the Extraordinary General Meeting by the External Auditors, if present, otherwise by a person specially designated for the task. A copy of the written report shall be addressed by the External Auditors to each member of the Board of Directors at least 30 days before the date of the Annual General Meeting. The report may not be amended in any respect by the Management Committee or by any one of its members.

1.3.4 In the case of any irregularities discovered by the External Auditors, they shall immediately inform the Board of Directors by a written report.

1.3.5 In the event of serious irregularities involving loss to the Association, the External Auditors may, if considered necessary to propose the convening of an Extraordinary General Meeting of the Association.

#### **1.4 NOMINATION AND APPOINTMENT**

1.4.1 Nomination for appointment as External Auditors shall be made by Charter Members in writing to the Secretary General not less than thirty (30) days before the Annual General Meeting at which appointment for the external auditors will occur.

#### **1.5 TERM OF OFFICE OF THE AUDITORS**

1.5.1 The term of office of the External Auditors shall extend from one Annual General Meeting to the next Annual General Meeting thereafter.

1.5.2 At each Annual General Meeting the External Auditors shall be eligible for re-appointment.

### **CLAUSE 12 PROPERTY ADMINISTRATOR / TRUSTEES**

#### **1. TRUSTEES**

1.1 A professional Trustee Company shall be appointed by the Board of Directors to hold in trust all the Association's investments in the form of shares and immovable properties.

### **CLAUSE 13 INTERPRETATION**

1. Where the Constitution is silent on any particular point or there is any doubt as to the interpretation of any particular Clause the decision of or the interpretation by the Board of Directors as the case may be, shall be final and binding upon the Members.

### **CLAUSE 14 ADVISOR / PATRON**

1. The granting of Advisor and/or patron can only by exercised by majority vote of the Board of Directors.

## **CLAUSE 15 PROHIBITION**

### **1. LIMITATIONS**

In pursuance of the objectives stated in the Clause 3, the Association shall not:

1.1 Be used for any trade union or political purposes whatsoever.

1.2 Impose on its members any limitations whatsoever arising from differences of race, gender, religion, political opinions or social standards.

1.3 Be involved in travel and tour business or hold shares directly or indirectly in companies operating as a travel agency, tour operator or ground transportation operator.

## **CLAUSE 16 AMENDMENT OF CONSTITUTION**

1. Amendments to the Constitution shall be made only at an Annual General Meeting or an Extraordinary General Meeting by a two-thirds majority of the members voting at the time such amendments are tabled to the General Meeting.

2. Amendments to the Constitution may be proposed by a Ordinary Member or by the Management Committee.

3. No proposed amendment shall be considered at any General Meeting unless the text of such proposed amendments shall have been addressed in writing to the Secretary General at least thirty (30) days before the date of the said General Meeting.

4. If the Board of Directors shall decide that emergency exists, proposed amendments may be studied and submitted to the Extraordinary General Meeting.

5. Unless otherwise provided in the terms of the proposal, any amendments to the Constitution duly voted on and approved by the General Meeting shall be circulated to all members within three months from the date of the General Meeting and shall take immediate effect after the General Meeting.

## **CLAUSE 17 DISSOLUTION**

### **1. DISSOLUTION OF THE ASSOCIATION**

1.1 The Association shall not be dissolved except with the consent of not less than

two-thirds of the total number of Ordinary Members. In the event of the Association being dissolved as provide above, all debts and liabilities legally incurred on behalf of the Association shall be first fully discharged and after having paid the costs of its winding up, remaining funds, if any, shall be distributed among the Ordinary Members whose names appear in the Register of Members at the date of the passing of the resolution of Dissolution pro rata to the total amount of subscription paid by each member of the Association since its inception.

## **CLAUSE 18 FLAG, LOGO AND BADGE**

### **1. Flag**

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Description

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### **2. Logo**



Description

#### **1. LOGO**

The logo is a circular emblem consisting of arm-locked shaped. The arm-locked shape is green, yellow and red in color whilst the word - ASEANTA is in RED color. At the base, are the modern type-face English letters in black color spelling ASEAN TOURISM ASSOCIATION.

#### **2. EMBLEM AND BADGE**

2.1 The name, emblem, badge, logo or other insignia of the Association are for the exclusive use of members.

2.2 The logo may be used if so authorized by the Board of Directors.

### **3. Badge**

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Description

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## **CLAUSE 19 LIABILITIES AND INDEMNITY**

### **1. LIABILITIES INDEMNIFICATION AND CONFLICT OF INTEREST**

1.1 Liabilities: The liabilities of the Association are guaranteed only by its current assets.



1.2 Indemnification: All Directors and Officers of the Associations and their heirs, executors and administrators, and their estates and effects respectively, shall at all times be indemnified and saved harmless out of the funds of the Association from and against:

1.2.1 All costs, charges and expenses whatsoever which Directors or Officers sustain or incur in or about any action, suit or proceeding which is brought, commenced or prosecuted against them, for or in respect or any act, deed, matter or thing howsoever made, done or permitted by them in or about the execution of the duties of their offices; and,

1.2.2 All other costs, charges and expenses that they sustain or incur in or about or in relation to the issue thereof, except such costs, charges or expenses as are occasioned by their own willful neglect or default.

1.3 Conflict of Interest: The Board of Directors shall from time to time issue guideline or procedures with respect to conflict of interest rules for the members of the Board of Directors.

## **CLAUSE 20 NOTICES**

1. The Association may send a notice and meeting materials and documents in the form of either a hardcopy in a printed format, and/or a softcopy in a digital format and/or electronic communication to every member and external auditors, and/or posting in the official website of the Association. Where such meeting materials and documents are sent, and/or posted as described hereof, it shall be deemed to be effected by properly addressing, pre-paying sending and posting to any member.