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**Bylaw No. 1 of the
Tourism Industry Association of Alberta
(TIAA)**

By-Law No. 1 of the Tourism Industry Association of Alberta (TIAA)

WHEREAS the Tourism Industry Association of Alberta is a Not-for-Profit Association incorporated under the Societies Act of Alberta, RSA 2000, Chap. S-14;

AND WHEREAS the inaugural By-laws of the Tourism Industry Association of Alberta are as follows:

(TIAA)

INTERPRETATION

1. Definitions

In these Bylaws, unless the context otherwise requires:

- (a) "Act" means the *Societies Act* R.S.A. 2000, c.S-14 and any statute that may be substituted therefore, as from time to time amended, and includes any regulations thereto that may be substituted therefore, as from time to time amended;
- (b) "Associate Member" means an Associate Member of the Association as further defined in sub-Article 7(b) of these By-laws;
- (c) "Association" means the Tourism Industry Association of Alberta;
- (d) "By-laws" means these By-laws and any other By-laws of the Association, as each may be amended or replaced from time to time;
- (e) "Directors" means the Board of Directors of the Association and "Director" means any individual person who has been elected to the Board of Directors;
- (f) "Full Member" means a Full Member of the Association as further defined in sub-Article 7(a) of these By-laws.
- (g) "Honorary Member" means an individual that the Directors designate as an honorary member in light of their career contributions to the tourism industry who shall, upon designation be exempt from having to pay Association member dues but shall not have voting entitlements;
- (h) "Member" means any person who has been accepted for membership in the Association by the Directors, which may include a body corporate, business, individual, association, educational institution, government agency that meets the Association's criteria for membership and "Members" means all Members of the Association;
- (i) "Sector" means any of the eleven (11) Alberta tourism industry sectors below and "Sectors" means all of the Sectors below:
 - i. "Accommodation Sector" shall consist of all Full Members that provide overnight lodging for travelers, either as a chain or single property;
 - ii. "Attraction & Event Sector" shall consist of all Full Members that provide attractions, produce small or large scale events and/or deliver cultural and/or sport experiences to visitors;

- iii. **"Destination Sector"** shall consist of all Full Members who are tourism destination or management organizations;
- iv. **"Food and Beverage Sector"** shall consist of all Full Members involved in the preparation and service of food to visitors, including those businesses/suppliers that directly Alberta's culinary and agro-tourism sectors;
- v. **"Indigenous Tourism Sector"** shall consist of all Full Members that specialize in indigenous tourism or are indigenous operators and entrepreneurs;
- vi. **"Industry Association Sector"** shall consist of all Full Members that are tourism industry trade associations representing various businesses and dimensions of Alberta's visitor economy;
- vii. **"Meetings, Conventions & Incentive Travel Sector"** shall consist of all Full Members that specialize in organizing and/or promoting convention destinations, products, services and facilities;
- viii. **"Retail Sector"** shall consist of all Full Members that specialize in retail sale and derive the majority of their revenues from visitors to Alberta;
- ix. **"Training & Education Sector"** shall consist of all Full Members that provide tourism and hospitality training or education programs including schools, institutes and post-secondary institutions.
- x. **"Transportation Sector"** shall consist of all Full Members that specialize in transport of people to and from Alberta and to and from tourism sites by air, ground, rail or water; and,
- xi. **"Travel Trade Sector"** shall consist of all Full Members that specialize in packaging, marketing and selling Alberta tourism products and services to business and/or pleasure travellers.

2. **Severability**

The determination by a court or legal opinion that any provision of these By-laws are invalid or unenforceable shall not invalidate the By-Laws and these By-laws shall be construed and performed in all respects as if any invalid or unenforceable provisions are omitted, provided the primary purpose of the Association is not thereby impeded.

3. **Reference**

In these By-laws, except where expressly otherwise provided or where the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words importing any one of the masculine, feminine or neuter genders include the other genders;
- (b) a reference to a statute or regulation or a provision thereof means the statute or regulation or provision as amended or superseded from time to time; and,

- (c) unless otherwise provided a reference to dollars or amounts of money means lawful money of Canada.

4. **Headings**

These By-laws are provided with headings and is divided into Articles and sub-Articles for convenience of reference only and such shall not affect its construction or interpretation.

MEMBERSHIP

5. **Membership Eligibility**

Any person that is associated with or a part of the Alberta tourism industry may apply for membership in the Association provided the applicant must generally subscribe to and support the objects of the Association to be eligible. All applications for Membership must be approved by the Directors, by resolution.

6. **Number**

The number of Members of the Association is unlimited.

7. **Membership Classifications**

The Association shall have two (2) membership categories:

- (a) Full Members who are applicants that have direct involvement in one or more Sectors and who have been accepted as a full Member in the Association by the Directors ("**Full Members**"); and,
- (b) Associate Members who are applicants that have been accepted for Associate Membership in the Association as determined by the Directors in their discretion ("**Associate Members**").

8. **Rights and Benefits of Full Membership**

Full Members shall be entitled to:

- (a) receive notice of all meetings of the Members;
- (b) have one (1) vote at all meetings of the Members; and,
- (c) all such other privileges and entitlements as derived from the Association's efforts to fulfil its objects, including Membership benefits derived from the Association being duly organized as set out in the these By-laws or resultant from the Act.

9. **Rights and Benefits of Associate and Honorary Membership**

Associate and Honorary Members shall be entitled to:

- (a) attend meetings of the Full Members but shall have no voting or notice entitlements except as prescribed by the Act and these By-laws; and,
- (b) all such other privileges and entitlements as derived from the Association's efforts to fulfil its objects, including Membership benefits derived from the Association being duly organized as set

out in the these By-laws or resultant from the Act.

10. Obligations of Members

Members shall:

- (a) combine their efforts and use the property of the Association to fulfil the Objects of the Association;
- (b) observe and perform all requirements and obligations of Membership, as set out in the By-laws and policies of the Association; and,
- (c) volunteer, as they are able and willing.

11. Membership Not Transferable

Membership in the Association is not transferable except with the consent of the Directors provided that if a Member is a body corporate and it has sold substantially all of its assets and property, or its share capital, then the Membership shall be deemed to have been transferred to the transferee without the necessity of Director consent.

12. Cessation of Membership

A Member may withdraw from membership at any time upon a notice in writing to the Directors which shall include a written resignation if the member is also a Director. The Association may withdraw and terminate a person's membership by Director's majority vote at a duly constituted Director's meeting, provided the Member shall receive at least seven (7) day's prior notice of the Director's meeting and may attend at the meeting with full natural rights and courtesys to make representations and deliver materials to the Directors prior to and at the meeting. A withdrawing or terminated Member shall return all of the Association's property in possession of the Member. If any Member is in arrears for fees or assessments for any year or owes funds to the Association, such Member shall be automatically suspended at the expiration of six (6) months from the end of such year and shall thereafter be entitled to no Membership privileges or powers in the Association until reinstated.

13. Membership Fees

Membership fees, terms of payment and other required contributions by Members to the Association shall be determined by the Directors from time to time who have authority to levy differing fees amongst Sectors, assess Members (individually as well as collectively) on any commercially reasonable basis the Directors determine and require lump sum financial contributions from time to time, all to fulfil the objects of the Association and to pay the liabilities of the Association as they become due.

14. Disputes

A dispute between a Member and the Association regarding application or interpretation of these By-laws shall be determined by arbitration in accordance with the provisions of the Arbitration Act.

MEMBERS GENERAL MEETINGS**15. Annual General Meeting**

The Association shall hold an organizational meeting no later than sixty (60) days following incorporation and an annual general meeting no later than six (6) months following the end of each fiscal year for the purpose of receiving the reports and statements required by the Act to be placed before the annual general meeting of the Full Members including electing Directors, appointing auditors and for the transaction of such other business as may properly be brought before the meeting.

16. Quorum (Annual General Meeting)

Twenty (20%) percent of the Full Members shall constitute a quorum for the transaction of business at the annual general meeting. If such quorum is present at the opening of the meeting, the business of the meeting may proceed, notwithstanding that a quorum is not present throughout the meeting.

17. Place of Member's Meeting

The annual general meeting of the Full Members shall be held at any location in Alberta as the Directors determine.

18. Notice of Annual General Meeting

Notice of the time and place of each annual general meeting shall be sent via mail, fax, personal delivery or by email to each Member or posted on the Association's website not less than twenty-one (21) days nor more than sixty (60) days before the date of the meeting.

FULL MEMBERS SPECIAL MEETINGS**19. Calling of Special Meetings**

Any two (2) Directors or any two (2) Full Members may call a Special Meeting of the Full Members (defined herein as a meeting convened for the purposes of conducting business requiring Special Resolutions or addressing a matter of urgency among the Full Members that must be addressed prior to the next annual general meeting).

20. Quorum at Special Meeting

Sixty-Six (66%) percent of the Members shall constitute a quorum for the transaction of business at any Special Meeting of Full Members.

21. Place of Special Meeting

All Special Meetings of the Full Members shall be held in Alberta at any location as the Directors determine.

22. Notice of Special Meeting

Notice of the time and place of each Special Meeting shall be sent via mail, fax, personal delivery or by email to each Full Member not less than twenty-one (21) nor more than sixty (60) days before the meeting. The Notice must state the nature of the business in sufficient detail to permit the Full Members to form a reasoned judgement thereon and the text of any special resolution to be submitted to such meeting.

MEMBERSHIP MEETINGS (GENERAL)**23. Waiver of Notice**

A Full Member and any other person entitled to attend at any meeting of Full Members may in any manner waive notice of, or irregularities relating to, any notice of the meeting of Full Members, prior to the transaction of any business at the Full Members meeting.

24. Persons Entitled To Be Present At Meetings

All Members are entitled to attend all meetings of Members. Others, who although not entitled to vote, are entitled or required under any provisions of the Act or the By-laws to be present at the meeting are entitled to attend. Any other person shall be admitted only on the approval of the Chairperson.

25. Members Entitled To Vote

Each Full Member is entitled to one (1) vote at any meeting of the Members.

26. Votes to Govern

At all meetings of the Members every question to be decided shall be decided upon by a majority of the votes cast on the question, and in case of a tie, the vote shall be considered as a lost vote.

27. Show of Hands and Ballot

Voting at a meeting of Members shall be by show of hands except where a ballot is demanded by a Member entitled to vote at such meeting and such demand may be made either before or after any vote by show of hands.

28. Vote By Proxy

Voting at the annual general meeting or special meeting may be given by proxy. A proxy must be executed by the Full Member, must clearly delegate authority to vote, shall be subject to inspection by any person at the meeting and is valid only at the meeting in respect to which it is given or any adjournment of that meeting.

DIRECTORS**29. Directors Control and Management**

The Directors shall, subject to these By-laws and the Act, have full control and management of the affairs of the Association.

30. Number of Directors

The Board of Directors of the Association shall consist of a minimum of five (5) Directors and a maximum of eleven (11) Directors.

31. Quorum

A majority of the persons holding office as Directors, at the time of the Directors meeting, shall constitute a quorum for the transaction of business at any meeting of the Directors. If such quorum is present at the opening

of the meeting, the business of the meeting may proceed, notwithstanding that a quorum is not present throughout the meeting

32. Election of Directors and Sector Representation of Board of Directors

At the Annual General Meeting:

- (a) the Chairman shall call upon each Sector for nominees to represent that Sector on the Board of Directors;
- (b) any one Full Member, in good standing, may nominate an individual from a Sector from the floor at the annual general meeting provided the nominee communicates, which can be in writing without being present, that he/she accepts the nomination and consents to act as a Director;
- (c) if there is more than one (1) nominee, then a closed ballot vote shall then take place amongst Full Members of that Sector only;
- (d) if there is one (1) nominee for a Sector, then that individual shall be deemed to be elected by acclamation without further vote;
- (e) if a Sector does not have a nominee, then the Chairperson shall make a general call to the Full Membership for nominations for that Sector's representative, and a vote shall occur if there is more than one (1) nominee and if there is only one (1) nominee then that individual shall be elected by acclamation; and,
- (f) if there is no Sector nominee and no nominee from the Full Membership, then the Sector's seat on the Board of Directors shall be vacant until the next annual general meeting.

33. Term

Directors shall be elected for staggered terms of 3 years each, with one-third of Directors elected each year. In each year elections shall be held to replace those Directors whose term has expired. In the first year, the Directors shall adjust terms amongst themselves so as to ensure staggering going forward. A Director shall not serve as a Director for more than nine (9) consecutive years.

34. Notice of Director's Meeting

Notice of the time and place of each Directors meeting shall be sent via mail, fax, personal delivery or by email to each Director on not less than one (1) days' notice before the meeting.

35. Waiver of Notice

A Director may in any manner, prior to the transaction of business, waive notice of a Directors meeting.

36. Calling of Director's Meetings

Meetings of the Directors may be held from time to time at such place, at such time and on such day as any one (1) Director may determine. The Secretary shall call meetings when directed or authorized by one (1) Director.

37. **Circulated Resolutions**

Any resolution consented to at any time during the Association's existence by signatures of all the Directors shall be valid and effective as if passed at a meeting of Directors duly called, constituted and held for that purpose.

38. **Meeting Attendance By Electronic Communications**

Any Director and all Directors may participate in a Director's meeting by means of electronic communications equipment by which all persons participating in a meeting can hear each other, and a Director participating in a meeting pursuant to this Article shall be deemed to be present in person at that meeting.

39. **Votes to Govern**

Each Director shall have one (1) vote on any resolution at a Director's meeting. At all meetings of the Directors, every question to be decided by the Directors shall be decided by a majority of the votes cast on the question. A tie vote shall be considered a lost vote.

40. **Qualifications**

No person shall be elected or appointed as a Director if he or she has not attained the age of eighteen (18) years, if he or she is an undischarged bankrupt or has been declared a mentally incompetent person or incapable of managing his or her affairs by a court of competent jurisdiction.

41. **Removal of Directors**

The Full Members may by Special Resolution remove any Director before the expiration of his or her term of office and may, by a majority of the votes cast at the meeting, elect any person in his or her stead for the remainder of his or her term.

42. **Vacating of Office**

The office of a Director shall be deemed to be vacated upon the occurrence of any of the following events:

- (a) the Director ceases to be a Full Member of the Association;
- (b) if the Director becomes bankrupt under the Bankruptcy Act (Canada); or,
- (c) the Director becomes mentally incompetent or incapable of managing his or her affairs.

43. **Vacancies**

If a vacancy on the Board of Directors occurs the Directors may appoint a member to the Board of Directors and may carry on business provided a quorum and the minimum number of Directors are present. If there is not a quorum of Directors holding office or the number of Directors holding office falls below the minimum, the Director(s) then in office shall forthwith call a Special Meeting of the Full Members to fill the vacancies or, alternatively, the Special Meeting may be called by any Full Member.

44. Remuneration of Directors

No Director shall be paid any remuneration for services rendered to the Association in acting as a Director unless approved by the Full Members by Special Resolution. The Association may pay for certain property for sole use by a Director and pay per diem travel amounts, as determined by the Directors by policy from time to time. The Association shall reimburse a Director for approved out-of-pocket expenses in fulfilling the duties of the office as a Director.

OFFICERS AND CHIEF EXECUTIVE OFFICER

45. Election of Officers

At the first meeting of the Directors after an annual general meeting of Members, the Directors shall elect a Chairperson, a Secretary and a Treasurer.

46. Chief Executive Officer

The Board may, from time to time, appoint and hire a Chief Executive Officer of the Association, on terms and conditions determined by the Directors, to advance the objects of the Association and to have general charge, control and direction over the day to day management, administration, human resources and operations of the Association. The Chief Executive Officer shall report to the Board. The Chief Executive Officer shall serve as a non-voting ex-officio participant at all meetings of the Directors and on any committee of the Association. The Directors may delegate work and tasks to the Chief Executive Officer, from time to time.

47. Appointment of Other Officers

From time to time the Directors may appoint any such other officers as the Directors may determine provided all officers must be Directors. The same person may hold two or more offices. The Directors may remove at their discretion any officer of the Association at any time. Otherwise, each officer elected or appointed by the Directors, including the Chairperson, shall hold office until his or her successor is elected or appointed.

48. Duties of Chairperson, Secretary and Treasurer

The Chairperson shall, when present, preside at Members and Directors meetings and shall be charged, subject to the authority of the Directors, with the general supervision of the affairs of the Association. The Chairperson may be the custodian of all or some of the books, papers, records, documents and other instruments belonging to the Association.

The Secretary shall give or cause to be given, as and when instructed, all notices required to be given to Members, Directors, auditors and committees; he or she shall attend all Directors and Members meetings and shall enter or cause to be entered in the books, kept for that purpose, minutes of all proceedings at such meetings and he or she shall perform such other duties as may from time to time be prescribed by the Directors. The Secretary may be the custodian of all or some of the books, papers, records, documents and other instruments belonging to the Association.

The Treasurer shall see that full and accurate books of account are kept, in which shall be recorded all receipts and disbursements of the Association and, under the direction of the Directors, shall be responsible for controlling the deposit of money, the safekeeping of securities and the disbursement of funds of the Association. The Treasurer shall render to the Directors as and when required of him or her, an account of all his or her transactions as Treasurer and of the financial position of the Association and he or she shall perform such other

duties as the Directors or the Chairperson may from time to time prescribe. In the event that no Treasurer is appointed the Directors are authorized to hire under contract a book keeper or accountant to perform the duties and functions of a Treasurer. The Treasurer may be the custodian of all or some of the books, papers, records, documents and other instruments belonging to the Association.

Any officer can handle, deposit and be responsible for the safekeeping of monies, securities and other valuable property of the Association provided, in so doing, that officer must keep accurate and correct records and provide all documents, records, receipts and other property to the Directors upon request, and in any event no later than the end of each fiscal year.

No officer of the Association other than the Chief Executive Officer shall receive any remuneration for his or her services. The Association may pay for certain property for sole use by an officer and pay per diem travel amounts, as determined by the Directors by policy from time to time. The Association shall reimburse an officer for approved out-of-pocket expenses in fulfilling the duties of the office as an officer.

49. **Duties of Other Officers**

The duties of all other officers of the Association shall be such as the terms of their engagement calls for or the Directors or the Chairperson requires of them.

50. **Limitation of Liability**

No Director or officer of the Association shall be liable for the acts, receipts, neglects or defaults of any other Director, officer, employee or agent; or for the joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Association through the insufficiency or deficiency or title to any property acquired by order of the Directors for or on behalf of the Association; or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Association shall be invested; or for any loss or damage arising from the bankruptcy, insolvency or tortuous acts of any person with whom any of the moneys, securities or effects of the Association shall be deposited; or for any loss occasioned by any error of judgement or oversight on his or her part; or for any loss, damage or misfortune whatever which shall happen in the execution of the duties of his or her office or in relation thereto, unless the same is occasioned by his or her own wilful neglect or negligence, provided that nothing herein shall relieve any Director or officer of any liability imposed upon him or her by the Act.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

51. **Duty of Care**

Every Director and officer of the Association shall exercise the powers and discharge the duties of his or her office honestly, in good faith and in the best interests of the Association and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

52. **Indemnity**

Every Director and officer of the Association and his or her heirs, executor, administrators and other legal personal representatives shall from time to time be indemnified and saved harmless by the Association from and against:

- (a) any liability and all costs, charges and expenses that he or she sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him or her for or in respect of anything done or permitted by him or her in respect of the execution of the duties of his or her

office; and,

- (b) all other costs, charges and expenses that he or she sustains or incurs in respect of the affairs of the Association.

No Director or officer of the Association shall be indemnified by the Association in respect of any liability, cost, charges or expenses that he or she sustains or incurs in or about any action, suit or other proceedings as a result of which he or she is adjudged to be in breach of any duty or responsibility imposed upon him or her under the Act or under any other statute unless, in an action brought against him or her in his or her capacity as a Director or an officer, he or she has achieved complete or substantial success as a defendant.

53. Errors and Omissions Insurance

The Association ~~may~~^{shall} purchase and maintain insurance for the benefit of the Director and officers of the Association.

COMMITTEES

54. Committees

The Board may organize the following committees, all of whom shall advise and report back to the Board as a whole:

- (a) Executive Committee;
- (b) Audit and Finance Committee;
- (c) Governance Committee; and,
- (d) Any other Committee the Directors determine are necessary.

55. Terms of Reference

The Directors shall set out the terms of reference of any committee in writing in advance of creating the Committee and may update those terms of reference from time to time as the Directors determine, in their discretion.

RESTRICTION ON BORROWING

56. Restriction on Borrowing

Excepting Credit Cards not exceeding \$10,000, the Association is not permitted or authorized to borrow money, issue debentures, incur debt, mortgage, charge or encumber any of its property or act as surety or guarantor without the prior consent of the Full members by Special Resolution.

AUDITING

57. Auditing

A complete and proper statement of the standing of the books for each fiscal year, and the auditors report, shall be submitted by the Treasurer at each annual general meeting of the Association. The Treasurer, any other Director or any two (2) Members may audit the books and records and prepare the auditor's report. The Directors, or the Members by Special Resolution, may appoint an external licensed accountant/auditor to audit the books and records of the Association, at the expense of the Association, utilizing such audit standards as determined by the the Directors or the Members, as the case may be.

EMAIL NOTICE

58. Email Notice

Any notice to be given, sent, delivered or served pursuant to the Act, these By-laws or otherwise, to a Member, Director or officer shall be sufficiently given and deemed to have been delivered if it is delivered by email, when the recipient, by an email sent to the email address for the sender, expressly acknowledges having received the sender's email by return email or by other written response. An automated or absence notice email reply is not confirmation of receipt by the recipient.

INSPECTION OF BOOKS AND RECORDS

59. Books and Records

The books and records of the Association may be inspected by any Member of the Association upon giving reasonable notice and arranging a time satisfactory to the Director(s) or officer(s) having charge of same. Each Director and officer shall at all times have reasonable access to such books and records.

AMENDMENTS

60. Amendments To Association By-laws

These By-laws of the Association shall not be rescinded, altered or added to except by Special Resolution of the Members of the Association and no rescission, alteration of or addition to a By-law shall be effective until it has been registered by the Registrar under the Act.

WINDING UP AND DISTRIBUTION OF PROPERTY

61. 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 among the Members, but shall be transferred to any Not-for-Profit association that qualifies under the Act as selected by the Directors.

FISCAL YEAR

62. Fiscal Year

The fiscal year end of the Association shall be fixed, from time to time, by the Directors by resolution.

SIGNING INSTRUMENTS AND ASSOCIATION SEAL

63. Banking Arrangements and Signing Officers

The banking business of the Association shall be transacted with such banks, trust companies or other corporations carrying on a banking business as the Directors may designate, appoint or authorize from time to time by resolution.

64. Execution of Instruments

Deeds, transfers, assignments, contracts, obligations, certificates and other documents and instruments that require the corporate seal of the Association to be affixed thereto shall be signed by two (2) Directors on behalf of the Association.

65. Association Seal

The corporate seal of the Association shall not be affixed to any instrument except by authority of the Directors. The corporate seal of the Association shall remain in the custody of the Secretary or the Association lawyers unless otherwise determined by the Directors.

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