

**Constitution**  
**of**  
**RICHMOND TOURISM ASSOCIATION**  
**(the “Association”)**

1. The name of the Association is Richmond Tourism Association and hereinafter referred to as “Association”. This clause is alterable by a special resolution of the Association.
2. The purposes of the Association is to develop and implement visitor and tourism initiatives in concert with visitor industry stakeholders, which will attract and serve visitors to Richmond, and in doing so, create opportunities for businesses to capitalize on the social and economic benefits of tourism. This clause is alterable by means of a special resolution of the Association.

**Bylaws**  
**of**  
**RICHMOND TOURISM ASSOCIATION**  
**(the “Association”)**

**PART 1 – DEFINITIONS AND INTERPRETATION**

**Definitions**

1.1 In these Bylaws:

“**Act**” means the *Societies Act* of British Columbia as amended from time to time;

“**Board**” means the Directors of the Association;

“**Bylaws**” means these Bylaws as altered from time to time;

“**Designated Representative**” means the individual appointed by a Stakeholder from time to time to act on behalf of the Stakeholder;

“**Non-voting Stakeholders**” has the meaning set out in subsection 2.3(b) hereof;

“**person**” mean an individual, corporation, association, partnership, or unincorporated organization;

“**Richmond Accommodation**” means a fully-operational hotel accommodation, having a minimum of twenty (20) rooms, located in the City of Richmond, British Columbia, which is open to the public on a daily basis;

“**Stakeholders**” means the members of the Association, and includes Voting Stakeholders and Non-voting Stakeholders; and “**Stakeholder**” means any one of them; and

“**Voting Stakeholders**” has the meaning set out in subsection 2.3(a) hereof.

**Definitions in Act apply**

1.2 The definitions in the Act apply to these Bylaws.

**Conflict with Act or regulations**

1.3 If there is a conflict between these Bylaws and the Act or the regulations under the Act, the Act or the regulations, as the case may be, prevail.

## **PART 2 – MEMBERSHIP**

### **Application for membership**

- 2.1 A person who is interested in promoting the visitor business in the City of Richmond may apply to the Board for membership in the Association, and the person becomes a Non-voting Stakeholder upon the Board's acceptance of the application for membership.
- 2.2 If a Stakeholder is not an individual, the Stakeholder shall appoint a Designated Representative.

### **Classes of membership**

- 2.3 The Association shall have the following classes of membership:
- (a) Voting Stakeholders, which shall be the Directors of the Association, who are Stakeholders of the Association having voting rights, and any one of them shall be a **"Voting Stakeholder"**; and
  - (b) Non-voting Stakeholders, which shall be the persons who have an interest in promoting the business of tourism in the City of Richmond, and who make an application to the Board for membership, and upon compliance with such conditions as may be prescribed by the Board, become members of the Association without voting rights, and any one of them shall be a **"Non-voting Stakeholder"**.

### **Duties of members**

- 2.4 Every Stakeholder must uphold the constitution of the Association and comply with these Bylaws.

### **Stakeholder not in good standing**

- 2.5 A Stakeholder is not in good standing if the Stakeholder is deemed by the Board to have contravened the "Code of Conduct" set out by the Board,

### **Voting Stakeholder not in good standing may not vote**

- 2.6 A Voting Stakeholder who is not in good standing
- (a) may not vote at a general meeting, and
  - (b) is deemed not to be a Voting Stakeholder for the purpose of consenting to a resolution of the Voting Stakeholders.

### **Termination of membership**

- 2.7 A Stakeholder's membership in the Association is terminated if:
- (a) the Stakeholder resigns as member of the Association or, if a Voting Stakeholder, the Voting Stakeholder resigns as Director of the Association;

- (b) the Stakeholder is not in good standing for four (4) consecutive months;
  - (c) the Stakeholder dies, or in the case of a partnership or corporation, dissolves; or
  - (d) the Stakeholder is expelled in accordance with subsection 2.8 hereof.
- 2.8 If, at any time, the Voting Stakeholders are of the opinion that the interests of the Association are best served by the termination of a Stakeholder's membership, the Voting Stakeholders may, subject to subsection 2.9 hereof, pass a special resolution to expel the Stakeholder.
- 2.9 Before the Voting Stakeholders may expel a Stakeholder under subsection 2.8, the Voting Stakeholders must:
- (a) send to the Stakeholder written notice of the proposed expulsion, including reasons, and
  - (b) give the Stakeholder a reasonable opportunity to make representations to the Association respecting the proposed expulsion.

### **PART 3 – GENERAL MEETINGS OF STAKEHOLDERS**

#### **Annual general meeting**

- 3.1 An annual general meeting shall be held each calendar year at a date, time, and place to be determined by the Board.

#### **Special general meeting**

- 3.2 Special general meetings may be called at any time by the Board or by the written request of at least twenty-five percent (25%) of the Voting Stakeholders. Notice of special general meetings shall be given in the same manner as for annual general meetings.

#### **Notice of meetings**

- 3.3 Notice of every general meeting shall be given to every Stakeholder of the Association as follows:
- (a) written notice of the date, time, and location of the general meeting (the "**Notice**") must be sent to every Stakeholder at least fourteen (14) days before the general meeting;
  - (b) the Notice must be accompanied by a copy of the agenda for the general meeting, and the agenda shall include a section designated "other business" which shall be an opportunity for any Stakeholder to present for discussion any matter consistent with the purposes of the Association and each matter discussed as "other business" shall be voted on by the Voting Stakeholders;

- (c) the Notice shall be given by regular mail, electronic mail, or facsimile addressed to the Stakeholder at the address of such Stakeholder appearing on the records of the Association or at the address given by the Stakeholder to the Association for the purpose of giving the Notice; and the Notice shall be deemed to have been received, if delivered by regular mail, on the second business day following the posting of the Notice, or if delivered by electronic mail or facsimile, on the date of transmission; and
- (d) accidental omission to send Notice of a general meeting to a Stakeholder, or the non-receipt by the Stakeholder of the Notice, does not invalidate any proceedings at the general meeting.

### **Ordinary business at general meeting**

3.4 At a general meeting, the following business is ordinary business:

- (a) adoption of rules of order;
- (b) consideration of any financial statements of the Association presented to the meeting;
- (c) consideration of the reports, if any, of the Directors of auditor;
- (d) election or appointment of Directors;
- (e) appointment of an auditor, if any;
- (f) business arising out of a report of the Directors not requiring the passing of a special resolution.

### **Notice of special business**

3.5 A notice of a general meeting must state the nature of any business, other than ordinary business, to be transacted at the meeting in sufficient detail to permit a Stakeholder receiving the notice to form a reasoned judgment concerning that business.

### **Chair of general meeting**

3.6 The following individual is entitled to preside as the chair of a general meeting:

- (a) the individual, if any, appointed by the Board to preside as the chair;
- (b) if the Board has not appointed an individual to preside as the chair or the individual appointed by the Board is unable to preside as the chair,
  - (i) the president,
  - (ii) the vice-president, if the president is unable to preside as the chair, or
  - (iii) one of the other Directors present at the meeting, if both the president and vice-president are unable to preside as the chair.

### **Alternate chair of general meeting**

- 3.7 If there is no individual entitled under these Bylaws who is able to preside as the chair of a general meeting within 15 minutes from the time set for holding the meeting, the Voting Stakeholders who are present must elect an individual present at the meeting to preside as the chair.

### **Quorum required**

- 3.8 Business, other than the election of the chair of the meeting and the adjournment or termination of the meeting, must not be transacted at a general meeting unless a quorum of Voting Stakeholders is present.

### **Quorum required for general meetings**

- 3.9 The quorum for the transaction of business at a general meeting is seven (7) Voting Stakeholders or 51% of the Voting Stakeholders, whichever is greater.

### **Lack of quorum at commencement of meeting**

- 3.10 If, within 30 minutes from the time set for holding a general meeting, a quorum of Voting Stakeholders is not present,
- (a) in the case of a meeting convened on the requisition of Stakeholders, the meeting is terminated, and
  - (b) in any other case, the meeting stands adjourned to the same day in the next week, at the same time and place, and if, at the continuation of the adjourned meeting, a quorum is not present within 30 minutes from the time set for holding the continuation of the adjourned meeting, the Voting Stakeholders who are present constitute a quorum for that meeting.

### **If quorum ceases to be present**

- 3.11 If, at any time during a general meeting, there ceases to be a quorum of Voting Stakeholders present, business then in progress must be suspended until there is a quorum present or until the meeting is adjourned or terminated.

### **Adjournments by chair**

- 3.12 The chair of a general meeting may, or, if so directed by the Voting Stakeholders at the meeting, must, adjourn the meeting from time to time and from place to place, but no business may be transacted at the continuation of the adjourned meeting other than business left unfinished at the adjourned meeting.

### **Notice of continuation of adjourned general meeting**

- 3.13 It is not necessary to give notice of a continuation of an adjourned general meeting or of the business to be transacted at a continuation of an adjourned general meeting except that, when a general meeting is adjourned for 30 days or more, notice of the continuation of the adjourned meeting must be given.

### **Order of business at general meeting**

3.14 The order of business at a general meeting is as follows:

- (a) elect an individual to chair the meeting, if necessary;
- (b) determine that there is a quorum;
- (c) approve the agenda;
- (d) approve the minutes from the last general meeting;
- (e) deal with unfinished business from the last general meeting;
- (f) if the meeting is an annual general meeting,
  - (i) receive the Directors' report on the financial statements of the Association for the previous financial year, and the auditor's report, if any, on those statements,
  - (ii) receive any other reports of Directors' activities and decisions since the previous annual general meeting,
  - (iii) elect or appoint Directors, and
  - (iv) appoint an auditor, if any;
- (g) deal with new business, including any matters about which notice has been given to the members in the notice of meeting;
- (h) terminate the meeting.

### **Record date**

3.15 For the purpose of determining which Voting Stakeholders are in good standing and, accordingly, entitled to vote at a general meeting, the Board shall fix, in advance of the general meeting, a record date (the "**Record Date**"), which shall be at least forty-five (45) days in advance of the date of an annual general meeting or fourteen (14) days in advance of a special general meeting, and any Voting Stakeholder not in good standing on the Record Date shall not be entitled to vote at the general meeting.

### **Methods of voting**

3.16 At a general meeting, voting must be by a show of hands, an oral vote, or another method that adequately discloses the intention of the Voting Stakeholders, except that if, before or after such a vote, two (2) or more Voting Stakeholders request a secret ballot or a secret ballot is directed by the chair of the meeting, voting must be by a secret ballot.

### **Announcement of result**

- 3.17 The chair of a general meeting must announce the outcome of each vote and that outcome must be recorded in the minutes of the meeting.

### **Proxy voting permitted**

- 3.18 Voting by proxy is permitted. A proxy may only be issued to, and by, Voting Stakeholders in good standing. Such proxy shall be in writing and shall include the specific date of the general meeting, purpose of the general meeting, name of the Voting Stakeholder to whom the proxy is issued and the name and signature of the Voting Stakeholder issuing the proxy. Proxies shall be delivered to the Board for validation, and forwarded by the Board to the chair prior to the start of the specified general meeting. There is no limit to the number of proxies a Voting Stakeholder shall be authorized to present at a general meeting.

### **Matters decided at general meeting by ordinary resolution**

- 3.19 A matter to be decided at a general meeting must be decided by ordinary resolution unless the matter is required by the Act or these Bylaws to be decided by special resolution or by another resolution having a higher voting threshold than the threshold for an ordinary resolution.

## **PART 4 – DIRECTORS**

### **Categories of Directors**

- 4.1 There shall be three (3) categories of Directors as follows:
- (a) **“Accommodations Directors”**, who are Voting Stakeholders of the Association qualified by demonstrated work experience or employment in Richmond Accommodation;
  - (b) **“Tourism (Non-Accommodation) Directors”**, who are Voting Stakeholders of the Association qualified by demonstrated work experience or employment in segments of the Richmond tourist and visitor industries, other than Richmond Accommodation, which industries may include food and beverage service, retail, business, transportation, travel, and attractions;
  - (c) **“Local Government Representation Directors”**, who are Voting Stakeholders of the Association, two (2) of which shall be senior City of Richmond employees, and two (2) of which shall be individuals qualified by demonstrated work experience or employment in the Richmond business community or the Richmond tourism community, who are recommended by the City of Richmond.

### **Number of Directors on Board**

- 4.2 The Association must have no fewer than three (3) and no more than twelve (12) Directors, and there shall be no more than:

- (a) six (6) Accommodations Directors;
- (b) two (2) Tourism (Non-Accommodation) Directors; and.
- (c) four (4) Local Government Representation Directors, two (2) of which shall be senior City of Richmond employees, and two (2) of which shall be other individuals recommended by the City of Richmond.

### **Powers and duties of Directors**

- 4.2 All Directors of the Association must, when exercising the powers and performing the functions of a Director of the Association, act honestly and in good faith with a view to the best interest of the Association.
- 4.3 The Directors of the Association may exercise all powers and do all acts and things that the Association may exercise and do and that are not, by these Bylaws or by statute or otherwise lawfully, directed or required to be exercised or done by the Association in general, but that are subject, nevertheless, to:
  - (a) all laws affecting the Association;
  - (b) these Bylaws;
  - (c) the rules, not being inconsistent with these Bylaws, that are made by the Association at a general meeting from time to time.

### **Term of Director**

- 4.4 A Director shall serve a term of two (2) years, which term shall commence at the close of the annual general meeting at which the Director was elected or appointed, and terminate upon the earlier of:
  - (a) the close of the second annual general meeting after the annual general meeting at which the Director was elected or appointed, at which meeting the Director shall be deemed to have resigned; and
  - (b) the date upon which the Director ceases to be a Voting Stakeholder or the Designated Representative of a Voting Stakeholder.
- 4.5 A Director may serve multiple terms, either consecutively or non-consecutively.

### **Election or appointment of Directors**

- 4.6 At each annual general meeting, the Voting Stakeholders entitled to vote for the election or appointment of Directors must elect or appoint the Board.
- 4.7 Accommodations Directors shall be elected as follows:
  - (a) each year, prior to the annual general meeting, the Accommodations Directors shall appoint a nominating committee comprised of two (2) Accommodations Directors and one (1) other Voting Stakeholder (the “**Nominating Committee**”)

to recommend candidates to the Accommodations Directors for election to upcoming Accommodations Director vacancies, and the candidates nominated by the Accommodations Directors shall communicate their acceptance or rejection of the nominations on or before the Record Date;

- (b) at least thirty (30) days prior to the date of the annual general meeting, the Nominating Committee shall deliver to the Voting Stakeholders notice in writing of the candidates nominated by the Nominating Committee (the “**Candidate Notice**”), which notice shall include a call for nominations by the Voting Stakeholders and shall specify the date for the close of the call for nominations by the Voting Stakeholders, which date shall be no later than fifteen (15) days prior to the date of the annual general meeting;
- (c) candidates may also be nominated by a group of no less than three (3) Voting Stakeholders who deliver a written nomination to the Accommodations Directors, signed by all of the nominating Voting Stakeholders, no less than fifteen (15) days prior to the date of the annual general meeting, and the Accommodations Directors shall accept each nominated candidate provided that a majority of the Accommodations Directors agree that each nominated candidate is duly qualified by demonstrated work experience or employment in Richmond Accommodation;
- (d) Notice of the annual general meeting shall contain the names of the candidates who have accepted nomination for election as Accommodations Directors;
- (e) the Accommodations Directors shall be elected by the Voting Stakeholders at the annual general meeting.

4.8 Tourism (Non-Accommodation) Directors shall be appointed by the Directors as follows:

- (a) one (1) of the Tourism (Non-Accommodation) Directors shall be appointed on the recommendation of the Accommodations Directors and one (1) of the Tourism (Non-Accommodation) Directors shall be appointed on the recommendation of the Local Government Representation Directors; or
- (b) both Tourism (Non-Accommodation) Directors shall be appointed on the joint recommendation of the Accommodations Directors and the Local Government Representation Directors.

4.9 Local Government Representation Directors shall be appointed by the Directors on the recommendation of the City of Richmond.

#### **Directors may fill casual vacancy on Board**

4.10 The Board may, at any time, appoint a Stakeholder as a Director to fill a vacancy that arises on the Board as a result of the resignation, death, or incapacity of a Director during the Director’s term of office.

### **Term of appointment of Director filling casual vacancy**

- 4.11 A Director appointed by the Board to fill a vacancy ceases to be a Director at the end of the unexpired portion of the term of office of the individual whose departure from office created the vacancy.

## **PART 5 – DIRECTORS’ MEETINGS**

### **Directors’ meetings**

- 5.1 A minimum of four (4) meetings of the Directors shall be convened each calendar year, at places and times designated by the president of the Board.

### **Calling Directors’ meeting**

- 5.2 A Directors’ meeting may be called by the president or by any two (2) other Directors.

### **Notice of Directors’ meeting**

- 5.3 At least two (2) days’ notice of a Directors’ meeting must be given unless all the Directors agree to a shorter notice period.

### **Proceedings valid**

- 5.4 The accidental omission to give notice of a Directors’ meeting to a Director, or the non-receipt of a notice by a Director, does not invalidate proceedings at the meeting.
- 5.5 Subject to the provisions of the Act, all acts done by or at any meeting of the Directors shall, notwithstanding that it be afterwards discovered that there was some defect in the qualification, election, or appointment of any Director, be valid as if every such person had been duly elected or appointed and was qualified to be a Director.

### **Conduct of Directors’ meetings**

- 5.6 The Directors may regulate their meetings and proceedings as they think fit.

### **Quorum of Directors**

- 5.7 The quorum for the transaction of business at a Directors’ meeting is a majority of the Directors.

### **Voting by Directors**

- 5.8 Questions arising at a meeting of the Directors shall be decided by a majority of votes, and in the case of a tie vote regarding a motion made at a meeting of the Directors, the President shall have a second vote.

## **PART 6 – BOARD POSITIONS**

### **Election or appointment to Board positions**

- 6.1 Directors must be elected or appointed to the following Board positions, and a Director, other than the president, may hold more than one position:
- (a) president, who is the chair of the Board;
  - (b) vice-president, who is the vice-chair of the Board;
  - (c) secretary; and
  - (d) treasurer.

### **Terms of office**

- 6.2 Each Director holding a Board position shall serve until the earlier of:
- (a) the election or appointment by the Board of his or her replacement;
  - (b) the written resignation of the Director holding the Board position; or
  - (c) the removal of the Director holding the Board position by a majority of the Board.
- 6.3 A vacancy in any position may be filled by the Board at any meeting of the Board.

### **Directors at large**

- 6.4 Directors who are elected or appointed to positions on the Board in addition to the positions described in these Bylaws are elected or appointed as Directors at large.

### **Role of president**

- 6.5 The president is the chair of the Board and is responsible for supervising the other Directors in the execution of their duties.

### **Role of vice-president**

- 6.6 The vice-president is the vice-chair of the Board and is responsible for carrying out the duties of the president if the president is unable to act.

### **Role of secretary**

- 6.7 The secretary is responsible for doing, or making the necessary arrangements for, the following:
- (a) issuing notices of general meetings and Directors' meetings;
  - (b) taking minutes of general meetings and Directors' meetings;
  - (c) keeping the records of the Association in accordance with the Act;

- (d) conducting the correspondence of the Board;
- (e) filing the annual report of the Association and making any other filings with the registrar under the Act.

### **Absence of secretary from meeting**

6.8 In the absence of the secretary from a meeting, the Board must appoint another individual to act as secretary at the meeting.

### **Role of treasurer**

6.9 The treasurer is responsible for doing, or making the necessary arrangements for, the following:

- (a) receiving and banking monies collected from the members or other sources;
- (b) keeping accounting records in respect of the Association's financial transactions;
- (c) preparing the Association's financial statements; and
- (d) making the Association's filings respecting taxes.

### **Committees**

6.10 In addition to the Nominating Committee, the Board shall have a finance committee and a governance committee, and may, from time to time, appoint such other standing and special committees as the Board deems necessary, and the powers and duties of each committee shall be defined by the Board.

6.11 Committees may submit recommendations to the Board in respect of the subjects on which they were created to advise, and the Board shall take into consideration, but shall not be bound by, the committee recommendations.

6.12 No policy shall be initiated and no action shall be taken by any committee without the prior approval of the Board.

## **PART 7 – REMUNERATION OF DIRECTORS AND SIGNING AUTHORITY**

### **Remuneration of Directors**

7.1 These Bylaws do not permit the Association to pay to a Director remuneration for being a Director, but the Association may, subject to the Act, pay remuneration to a Director for services provided by the Director to the Association in another capacity.

### **Signing authority**

7.2 A contract or other record to be signed by the Association containing a financial commitment by the Association in excess of four hundred thousand (\$400,000.00) dollars must be signed on behalf of the Association by any two (2) of the President, Vice President, Treasurer, and CEO.

- 7.3 A contract or other record to be signed by the Association containing a financial commitment by the Association of four hundred thousand (\$400,000.00) dollars or less may be signed on behalf of the Association by any one (1) of the President, Vice President, Treasurer, or CEO.

## **PART 8 – OPERATIONS OF THE ASSOCIATION**

### **Location**

- 8.1 The operations of the Association are to be chiefly carried out in Richmond, British Columbia. This clause is alterable by a special resolution of the Association.

### **Fiscal year**

- 8.2 The fiscal year of the Association shall end of the 31<sup>st</sup> day of December in each calendar year.

### **Seal**

- 8.3 The seal of the Association shall not be affixed to any instrument, except by resolution of the Board.

### **Procedure**

- 8.4 All procedures and order of business at all meetings of the Directors and Stakeholders shall be in accordance with the regulations provided in Robert's Rules of Order.

### **Auditor**

- 8.5 The Association shall appoint an auditor at each annual general meeting to hold office until the close of the next annual general meeting for such remuneration as shall be fixed by the Board from time to time.

### **Staff**

- 8.6 The Board shall appoint a chief executive officer (the “**CEO**”), who shall be an employee of the Association, and who shall report to the Board and be responsible for the day-to-day operations of the Association, and direct supervision of subordinate Association staff, and maintain the records and books of the Association. The remuneration of the CEO shall be fixed by the Board from time to time. The CEO shall be entitled to attend meetings of the directors.

- 8.7 The CEO shall be a “senior manager” within the meaning of the Act.

### **Indemnification**

- 8.9 Subject to the Act,
- (a) the Association may indemnify a Director of the Association, or a member of any committee of the Association, and his or her heirs, successors, and legal

representatives, against all costs, charges, and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him or her in respect of any civil, criminal, or administrative action or proceeding to which he or she is made a party by reason of being or having been a Director of the Association, if:

- (i) he or she acted honestly and in good faith with a view to the best interest of the Association; and
  - (ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he or she had reasonable grounds for believing that his or her conduct was lawful;
- (b) the Association may, with approval of a court, indemnify a person referred to in subsection 8.9(a) in respect of an action by or on behalf of the Association to procure a judgment in its favour, to which he or she is made a party by reason of being or having been a Director of the Association, or a member of a committee of the Association, against all costs, charges, and expenses reasonably incurred by him or her in connection with such action if he or she fulfils the conditions set out in subsections 8.9(a)(i) and (ii) above;
- (c) notwithstanding anything contained herein, a person referred to in subsection 8.9(a) is entitled to indemnity from the Association in respect of all costs, charges, and expenses reasonably incurred by him or her in connection with the defense of any civil, criminal, or administrative action or proceeding to which he or she is made a party by reason of being or having been a Director of the Association, if the person seeking indemnity:
- (i) was substantially successful on the merits of his or her defense or the action or proceeding; and
  - (ii) fulfils the conditions set out in subsection 8.9 hereof;
- (d) the Association may purchase and maintain such insurance for the benefit of any person referred to in subsection 8.9(a) hereof against any liability incurred by him or her in his or her capacity as Director, or member of a committee, of the Association.

## **Borrowing**

8.10 The Association may:

- (a) borrow money; and
- (b) issue bonds, debentures, notes, or other evidences of debt obligations
  - (i) at any time,
  - (ii) to any person; and
  - (iii) for any consideration

that the Directors may determine.