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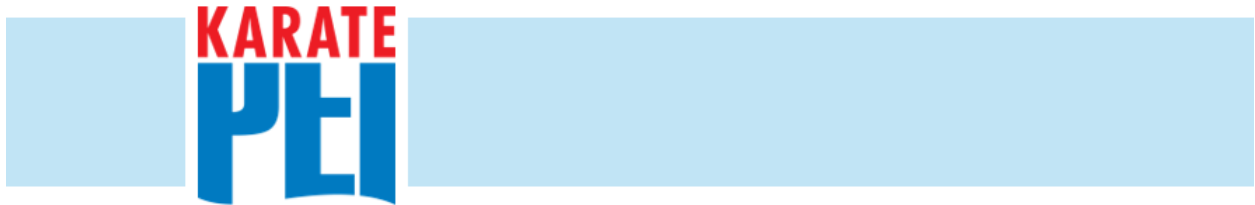
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INCORPORATED 1975

BYLAWS

AMENDED December 2026

Bylaws

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BYLAWS

ARTICLE 1 GENERAL

- 1.1 Purpose – These Bylaws relate to the general conduct and affairs of Karate PEI.
- 1.2 A governing association may publish rules as By-Laws, Rules, Regulations, Policies, Procedures or Laws that:
- a) are adopted by the governing association;
 - b) are distributed to all members of the governing association;
 - c) shall not violate an individual's rights or freedom except as may be required to protect the rights and freedom of any individual and to ensure the stability of the basic structure of Karate, and
 - d) shall not be modified without;
 1. the advice of any committee established to administer the area affected by the rule, and
 2. consulting the membership.
- 1.3 Definitions – The following terms have these meanings in these By-laws, unless the context otherwise requires:
- a) *Act* – the Prince Edward Island *Companies Act*, and any status that may be substituted therefore, as from time to time amended.
 - b) *AGM* - Annual General Meeting
 - c) *Member* – a person who registers with the association and pays an annual fee.
 - d) *Appeal* – the process followed in accordance with published rules when a decision is unacceptable to an individual or association.
 - e) *Approved by the Membership* - the adoption of a motion by a majority of the votes cast by delegates present at an Annual General Meeting, or any General Meeting as convened by the Association.
 - f) *Association* - means Karate PEI (KPEI)
 - g) *Auditor* – the association and/or individual(s) that upon request by the President or Treasurer conducts a third-party review of the accounts of the Association and ascertains the correctness of the financial statements of the Association.
 - h) *Board of Directors, Board, KPEI Board* – Officers of the Association; President, Vice President (2), Treasurer, Secretary and Directors at Large (3).
 - i) *Board Meetings* – restricted to Board members only unless by invitation.
 - j) *Clinic* – one or more session(s) designed to develop and improve the skill or knowledge of the participants in any aspect of the sport.
 - k) *Competition* – one or more tournaments of Karate organized by a host.
 - l) *Decision* – a governing association's compliance or noncompliance in implementing published rules or policies as required.
 - m) *Discipline* – the process followed in accordance with published rules or policies to establish if an individual or association has committed an offence.

- n) *Dojo* – a group of individuals properly constituted as a Karate association and affiliated with the Association.
- o) *Dojo Leader* – must be a member in good standing with the Karate PEI. The Dojo leader is responsible for the collection and forwarding of membership dues for all members of their dojo. All dojo leaders must have their application approved by the board. All dojo leaders must have a valid criminal record check, which will be kept on file by the board.
- p) *Host* – an association responsible for a competition.
- q) *Instructor* – is any individual who assists in instruction and is deemed so by the dojo leader. All instructors must have a valid criminal record check, which will be kept on file by the board.
- r) *KPEI* - Abbreviation of Karate Prince Edward Island
- s) *Key Volunteer* – provides essential support to the Association through leadership, association, or specialized skills.
- t) *Official* – an individual who is registered with the Association to officiate at competitions.
- u) *Parent/Guardian* - Voting Members who are younger than 18 years old at the time of the meeting may have their vote exercised at meetings of Members by a parent or guardian. For clarity, a parent or guardian with multiple children registered with the Association who are younger than 18 years old may exercise one vote. Also, two parents/guardians of the same child who is registered with the Association and who is younger than 18 years old may both attend a meeting of the Members but may only exercise one vote.
- v) *Policy* – a set of requirements adopted by the Board of Directors interpreting the intent of these By-Laws.
- w) *Procedure* – a set of requirements adopted by the Board of Directors to implement a Policy.
- x) *Recorded Payment* – a cheque or money order made payable to the governing association.
- y) *Registered* – an individual or association is named on the register of a governing association in accordance with published rules.

- 1.4 Registered Office – The registered office of the Association will be located within the Province of Prince Edward Island.
- 1.5 Seal of the Association – The Association may have a seal, which may be adopted and may be changed by Ordinary Resolution of the Board. The seal will be in the custody of the [Secretary].
- 1.6 No Gain for Members – The Association will be carried on without the purpose of gain for its Members and any profits or other accretions to the Association will be used in promoting its objects.
- 1.7 Ruling on By-laws – Except as provided in the Act, the Board will have the authority to interpret any provision of these By-laws that is contradictory, ambiguous, or unclear, provided such interpretation is consistent with the objects of the Association.

- 1.8 Conduct of Meetings – Unless otherwise specified in these By-laws, meetings of the Members and meetings of the Board will be conducted according to Robert’s Rules of Order (current edition).
- 1.9 Interpretation – Words importing the singular will include the plural and vice versa and words importing persons will include bodies corporate. Words importing an association name, title, or program will include any successor associational name, title, or program.

ARTICLE 2 MEMBERSHIP & AFFILIATION

2.1 Affiliation – This Association shall be under the jurisdiction of and affiliated with Karate Canada. The Association may affiliate with any other association, which, in the opinion of the KPEI Board, benefits karate in Prince Edward Island.

2.2 Categories – The Association has the following categories of Members:

- a) KPEI Dojo Membership – must be in good standing with KPEI aligned with the [KPEI Dojo Membership Policy](#).
- b) General Member- must be a member 18 years or older at the time of the Annual General Meeting (AGM). Must be in good standing with the KPEI and therefore has the right to vote at the AGM. The individual must be a member of a KPEI Dojo as defined in 2.2.a. General Membership allows or permits members to compete in all KPEI sanctioned events, including the National Karate Championships. All dojo leaders and members of the dojo must be registered with KPEI and Karate Canada.

Authority of Members

2.3 Membership Authority – The Members of the Association will have the following powers:

- a) to appoint the Auditor;
- b) to amend the By-laws;
- c) to elect Directors; and
- d) as provided in the Act and in these By-laws.

Admission and Renewal of Members

2.4 Admission and Renewal of KPEI Dojos – Any dojo will be admitted or renewed as a Member if:

- a) the dojo makes an application for membership in a manner prescribed by the [KPEI Dojo Membership Policy](#);
- b) the dojo was previously a member, the dojo was a Member in Good Standing when the dojo ceased to be a Member;
- c) the dojo has paid fees as prescribed by the Board;

- d) the dojo agrees to uphold and comply with the Association's governing documents;
- e) the dojo meets any other conditions of membership determined by the Board;
- f) The dojo has been approved by Ordinary Resolution by the Board or by any committee or individual delegated this authority by the Board.

2.5 KPEI Dojo Application – Dojo applications must be made in accordance with the [KPEI Dojo Membership Policy](#).

Memberships Fees and Duration

2.6 Duration – The membership year is September to August. Unless otherwise determined by the KPEI Board, membership with the Association begins on the date the Board (or designate) accepts the Dojo's registration lists and fees and ends October 31 or when the Member resigns or is terminated from membership.

2.7 Fees – Membership fees will be determined by the KPEI Board. The dojo leader for the respective dojo is responsible for the forwarding of membership fees.

2.8 Deadline – To ensure that all individual dojo members are insured, it is the responsibility of the dojo leaders to provide the KPEI Board with a list of dojo members and payment of dues no later than October 31st of each year. Only members whose names appear on dojo lists as provided by each dojo leader are insured. As new members join, it is the responsibility of the dojo leader to communicate the names of new members via email to the KPEI Board upon registration. Failure to do so will mean the individual dojo will be liable for any injury sustained by any non-registered dojo member.

Member joins between September – End December – full payment required

Member joins between January – end May - 50% of dues are required

Member joins between June – end August 25% of dues are required

Compliance, Transfer, Suspension, and Termination of Membership

2.9 Policy Compliance – As a condition for membership, a Member (or the Member's parent/guardian, on behalf of the Member, if the Member is younger than 18 years old) must comply with the Association's policies and procedures, as may be modified, or updated at the discretion of the Board (or designate). Failure to comply with the Association's policies and procedures may result in discipline, or suspension or termination of membership.

2.10 Transfer – Membership of the Association is non-transferable.

2.11 Suspension – A Member may be suspended, pending the outcome of a discipline hearing in accordance with the Association's policies related to discipline. The Member may also be suspended by Special Resolution of the Board at a meeting of the Board provided the Member has been given notice of and the opportunity to be heard at such meeting.

2.12 Effects of Suspension – A suspended Member is not in Good Standing, may not vote at meetings of the Members, is not permitted to have any sport-related involvement with the Corporation, and may be subject to a probationary period before being reinstated to Good Standing.

2.13 Termination – Membership in the Corporation will terminate immediately upon:

- a) the expiration of the Member's membership, unless renewed in accordance with these By-laws;
- b) the Member fails to maintain any of the qualifications or conditions of membership described in Section 2.2 of these By-laws;
- c) resignation by the Member by giving written notice to the Association;
- d) dissolution of the Association;
- e) decision made by the Board (or designate) or a disciplinary panel in accordance with these By-laws or the Association's policies;
- f) the Member's death; or
- g) by Ordinary Resolution of the Board or of the Members at a duly called meeting, provided fifteen (15) days' notice is given and the Member is provided with reasons and the opportunity to be heard. Notice will set out the reasons for termination of membership and the Member receiving the notice will be entitled to submit a written submission opposing the termination.

2.14 May Not Resign – A Member may not resign from the Association when the Member is subject to disciplinary investigation or action by the Association.

2.15 Arrears – A Member will be expelled from the Association for failing to pay membership dues or monies owed to the Association by the deadline dates prescribed by the Board. Any dues, subscriptions, or other monies owed to the Association by suspended or expelled Members will remain due.

2.16 Discipline - A Member may be disciplined in accordance with the Association's policies and procedures relating to the discipline of Members or, upon fifteen (15) days' written notice to a Member the Board may pass a resolution authorizing disciplinary action or the termination of membership for violating any provision of the articles or By-laws. The notice shall set out the reasons for the disciplinary action or termination of membership. The Member receiving the notice shall be entitled to give the Board a written submission opposing the disciplinary action or termination not less than five (5) days before the end of the 15-day period. The Board shall consider the written submission of the Member before making a final decision regarding disciplinary action or termination of membership.

Good Standing

2.17 Definition – A Member will be in Good Standing provided that the Member:

- a) has not been suspended or expelled from membership, or had or sanctions imposed; other membership restrictions;
- b) has completed and remitted all documents as required by the Association;
- c) has complied with the By-laws, policies, and rules of the Association;
- d) is not subject to a disciplinary investigation or action by the Association, or if subject to disciplinary action previously, has fulfilled all terms and conditions of such disciplinary action to the satisfaction of the Board; and
- e) has paid all required membership fees

2.18 Privileges of Good Standing – Subject to these By-laws and other governing documents of the Association, Members in Good Standing may be entitled to:

- a) attend, participate, and vote at meetings of the Members;
- b) participate in the Association's activities; and
- c) participate in other events associated with the Association.

2.19 Member Rights – Members will have the right to vote on the election of Directors, the appointment of the auditor, and any other matter required by the Act or these By-Laws or as directed by the Board.

2.20 Cease to be in Good Standing – Members that cease to be in Good Standing, as determined by the Board (or designate) or a disciplinary panel, will not be entitled to vote at meetings of the Members or be entitled to the benefits and privileges of membership until such time as the Board is satisfied that the Member has met the definition of Good Standing

ARTICLE 3 MEETINGS OF MEMBERS

3.1 Annual Meeting – The Association will hold meetings of Members at such date, time and place as determined by the Board within the Province of Prince Edward Island. The Annual Meeting will be held within fifteen (15) months of the last Annual Meeting and within six (6) months of the Association's fiscal year end. Any Member, upon request, will be provided, not less than ten (10) days before the annual meeting, with a copy of the approved financial statements and auditor's report (if any).

3.2 Special Meeting – A Special Meeting of the Members may be called at any time by Ordinary Resolution of the Board or upon the written requisition of twenty five percent (25%) or more of the voting Members for any purpose connected with the affairs of the Association that does not fall within the exceptions listed in the Act or is otherwise inconsistent with the Act, within twenty-one (21) days from the date of the deposit of the requisition.

3.3 Participation/ Holding by Electronic Means – Any person entitled to attend a meeting of Members may participate in the meeting by telephonic or electronic means that permit all participants to communicate adequately with each other during the meeting if the Association makes such means available. A person so participating in a meeting is deemed to be present at the meeting. The Board or Members, as the case may be, may determine that the meeting be held entirely by telephone or electronic means that permit all participants to communicate adequately with each other during the meeting.

3.4 Notice - Written or electronic notice of the date of the Annual Meeting of the Members will be given to all Members in Good Standing, Directors, and the Auditor (if appointed) at least ten (10) days and not more than fifty (50) days prior to the date of the meeting. Further notice will be provided ten (10) days prior to the date of the meeting a proposed agenda, and reasonable information to permit Members to make informed decisions.

3.5 Error or Omission in Giving Notice – No error or omission in giving notice of any meeting of

the Members shall invalidate the meeting or make void any proceedings taken at the meeting.

3.6 New Business – No other item of business will be included in the notice of the meeting of the Members unless notice in writing of such other item of business, or a Member's proposal, has been submitted to the Board thirty (30) days prior to the meeting of the Members in accordance with procedures as approved by the Board. Copies of all such proposals together with copies of any amendments thereto then proposed by the Board and copies of all resolutions put forward by the Board shall be sent to all Members with the agenda and the notice calling an Annual Meeting.

3.7 Quorum - Twenty-one (16) voting Members (or parents/guardians voting on behalf of a Member who is younger than 18 years old. One vote per parent/guardian) present constitute a quorum. If a quorum is present at the opening of a meeting of the Members, the Members present may proceed with the business of the meeting, even if a quorum is not present throughout the meeting.

3.8 Scrutineers - At the beginning of each meeting, the Board may appoint one or more scrutineers who will be responsible for ensuring that votes are properly cast and counted.

3.9 Adjournments – With the majority consent of the Members present and after quorum is ascertained, the Members may adjourn a meeting of Members and no notice is required for continuation of the meeting if the meeting is held within thirty (30) days. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

3.10 Attendance - The only persons entitled to attend a meeting of the Members are the Members, the parents or guardians of a Member if the Member is younger than 18 years old, the Directors, the auditors of the Association, and others who are entitled or required under any provision of the Act to be present at the meeting. Any other person may be admitted only if invited by the Board or with the majority consent of the Members present.

3.11 Chair – The President will be the Chair of all meetings of Members unless another individual is designated by the President or appointed by the Board and approved by an Ordinary Resolution of the voting Members in attendance in person.

Voting at Meetings of Members

3.12 Voting Rights – Members in Good Standing at the time of the meeting of the Members at which a vote is to be taken have the following voting rights at all meetings of the Members:

- a) Each Member is entitled to one vote. Voting Members who are younger than 18 years old at the time of the meeting may have their vote exercised at meetings of Members by a parent or guardian. For clarity, a parent or guardian with multiple children registered with the Association who are younger than 18 years old may exercise one vote. Also, two parents/guardians of the same child who is registered with the Association and who is younger than 18 years old may both attend a meeting of the Members but may only exercise one vote.

3.13 Proxy Voting – Voting by proxy is not permitted.

3.14 Voting by Mail or Electronic Means – A Member may vote by mail, or by telephonic or electronic means if:

- a) the Association has made available a procedure that permits voting by mail, telephonic, or electronic means;
- b) the votes may be verified as having been made by the Member entitled to vote; and

3.15 Determination of Votes – Votes will be determined by a show of hands or orally, unless a secret or recorded ballot is requested by a Member.

3.16 Majority of Votes – Except as otherwise provided in these By-laws, the majority of votes will decide each issue. In the case of a tie, the issue is defeated.

ARTICLE 4 GOVERNANCE

Composition of the Board

4.1 Composition – The Directors of the Association shall be:

- a) President
- b) Vice President (2)
- c) Secretary
- d) Treasurer
- e) Director at Large (3)

4.2 Term – The term will be two (2) years and may be renewed once. The maximum term in one position is four years.

4.3 Duties – The duties of Officers are as follows:

- a) President – will be the chair of the KPEI Board, will preside at the Annual and Special Meetings of the Association and at meetings of the KPEI Board unless otherwise designated, will be the official spokesperson of the Association, will oversee and supervise office staff, and will perform such other duties as may from time to time be established by the KPEI Board.
- b) Vice President(s) – will, in the absence or disability of the President, perform the duties and exercise the powers of the President, and will perform such other duties as may from time to time be established by the KPEI Board.
- c) Secretary – will be responsible for the documentation of all amendments to the Association's By-laws, will ensure that all official documents and records of the Association are properly kept, cause to be recorded the minutes of all meetings, will prepare and submit to each meeting of the Members and other meetings a report of all activities since the previous meeting of the Members or other meetings, will give due notice to all Members of the meeting of the Members of the Association, and will perform such other duties as may from time to time be established by the KPEI Board.

- d) Treasurer – will, subject to the powers and duties of the KPEI Board, file all financial and corporate returns required by the Act and any other provincial or federal legislation in accordance with applicable legislation, keep proper accounting records as required by the Act, will cause to be deposited all monies received by the Association in the Association's bank account, will supervise the management and the disbursement of funds of the Association, when required will provide the KPEI Board with an account of financial transactions and the financial position of the Association, will prepare annual budgets, and will perform such other documents as may from time to time be established by the KPEI Board.
- e) Directors at Large – Shall attend all general, special, and board meetings, and shall represent the Association and the regional area they represent.

Eligibility of Directors

4.4 Eligibility – To be eligible to serve as a Director, an individual must:

- a) be a member of KPEI
- b) be eighteen (18) years of age or older;
- c) not currently serve as an employee or contractor of the Association. Additionally, no Director may become the senior staff person (or interim senior staff person) of the Association during their term as a Director or for twelve months thereafter;
- d) have not been declared incapable by a court in Canada or in another country; and
- e) not have the status of bankrupt.
- f) have been a KPEI member for 12 months

Election of Directors

4.5 Nominations Committee – The Board will appoint a Nomination Committee. Whenever possible, this committee should include one representative from each KPEI Dojo in good standing and one member of the KPEI Board.

The Nomination Committee will work with the Board to issue a call for nominations and prepare a list of candidates for any open positions. This candidate list will be submitted to the Board for review.

Before each Annual General Meeting (AGM), the Nomination Committee will prepare and present a final list of candidates to the Board. The committee should aim to propose a slate of candidates that prevents any single KPEI Dojo from holding a majority of votes on the Board. In addition, the committee should strive for balanced gender representation across the KPEI Board.

4.6 Renewals – Current Directors wishing to renew their office must notify the KPEI Board of their interest in renewal thirty (30) days prior to the Annual Meeting.

4.7 Nominations from the Floor – If the Nominations Committee cannot nominate enough individuals for elections to all vacant positions, individuals will be permitted to be nominated from the floor at a meeting of the Members. Such nominations will require the approval of five percent (5%) or more of the voting Members present and will also require attendance at the meeting and verbal or

written acceptance of the nomination by the individual.

4.8 Circulation of Nominations – After receipt by the Board, the list of candidates nominated by the Nomination Committee for election at a general meeting will be provided to the Members with the notice for that general meeting.

4.9 Election – At the annual meeting of the Members, elections will be held for any Director position for which the incumbent Director's term is expiring and/or any Director position that is vacant.

4.10 Director Consent and Registration – An individual who is elected or appointed to be a Director must register with the Corporation as a Director, must sign all required documents presented by the Association, and must consent in writing to hold office as a Director before or within thirty (30) days of their election or appointment. Any individual who does not provide consent within the time limit is not a Director and is deemed not to have been elected or appointed to hold office as a Director. The requirement to consent does not apply to a Director who is re-elected or reappointed when there has been no break in their term of office.

Resignation and Removal of Directors

4.11 Resignation – A Director may resign from the KPEI Board at any time by presenting their notice of resignation to the KPEI Board. This resignation will become effective the date on which the notice is received by the President (or Secretary) or at the time specified in the notice, whichever is later. When a Director who is subject to a disciplinary investigation or action of the Association resigns, that Director will nonetheless be subject to any sanctions or consequences resulting from the disciplinary investigation or action.

4.12 Vacate Office – The office of any Director will be vacated automatically if the Director:

- a) resigns;
- b) is found by a court to be incapable;
- c) becomes bankrupt; or
- d) dies.

4.13 Removal - An elected Director may be removed by Ordinary Resolution of the Members at a Special Meeting of the Members provided the Director has been given reasonable written notice of, and the opportunity to be present and to be heard at, such a meeting.

Filling a Vacancy on the Board

4.14 Vacancy – When the position of a Director becomes vacant for whatever reason and there is still a quorum of Directors, the KPEI Board may appoint a qualified individual to fill the position for the remainder of the term working with the Nomination Committee (4.5). Alternatively, the KPEI Board may decide, by Ordinary Resolution, that one or more Directors will execute the duties of the vacant Director position for the remainder of the unexpired term.

Meetings of the Board

4.15 **Call of Meeting** – A meeting of the KPEI Board will be held at any time and place as determined by the President or by written requisition of at least three (3) Directors.

4.16 **Chair** - The President will be the Chair of all meetings of the KPEI Board unless another individual is designated to be the Chair by the President. In the absence of the President, or if the meeting of the KPEI Board was not called by the President, the Board will appoint an individual to Chair the meeting.

4.17 **Notice** - If a KPEI Board meeting notice is not sent by mail (for example, delivered by hand, email, or phone), it must be given to all Directors at least 5 days before the meeting. If the notice is sent by mail, it must be sent at least 10 days before the meeting.

No notice is needed if:

- All Directors agree to skip the notice, or
- A quorum (minimum number of Directors needed to do business) is present at the meeting, and
- The absent Directors later agreed the meeting was okay without them.

After the Association's Annual Meeting, the newly elected or appointed Board can hold its first meeting right away, even without any notice.

4.18 **Board Meeting with New Directors** – For a first meeting of the Board held immediately following the election of Directors at a meeting of the Members, or for a meeting of the Board at which a Director is appointed to fill a vacancy on the Board, it is not necessary to give notice of the meeting to the newly elected or appointed Director(s).

4.19 **Number of Meetings** – The Board will hold at least four (4) meetings per year.

4.20 **Quorum** – At any meeting of the Board, quorum will be a majority of Directors.

4.21 **Voting** – Each Director is entitled to one vote. Voting will be by a show of hands, written, or orally unless at least one (1) Director present requests a secret ballot. Resolutions will be passed by Ordinary Resolution. In the case of a tie, the resolution is defeated.

4.22 **No Alternate Directors** – No person shall act for an absent Director at a meeting of the Board.

4.23 **Written Resolutions** – A resolution in writing signed by all the Directors is as valid as if it had been passed at a meeting of the Board.

4.24 **Attendance at Meetings** – Meeting of the Board will be closed to Members and the public except by invitation of the Board.

4.25 **Meetings by Telecommunications** – A meeting of the Board may be held by telephone conference call or by means of other telecommunications technology. Directors who participate in a meeting by telecommunications technology are considered to have attended the meeting. Additionally, for an in- person meeting of the Board, a Director may, if all the Directors of the Association consent,

participate in a meeting of the Directors by telephonic or electronic means provided that all participants are able to adequately communicate during the meeting.

Duties of Directors

4.26 Standard of Care – Every Director will:

- a) act honestly and in good faith with a view to the best interests of the Association; and
- b) exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.

Powers of the Board

4.27 Powers of the Association - Except as otherwise provided in the Act or these By-laws, the Board has the powers of the Association and may delegate any of its powers, duties, and functions.

4.28 Empowered – The Board is empowered, including but not limited to:

- a) make policies and procedures or manage the affairs of the Association for the purpose of furthering the objects and purposes of the Association in accordance with the Act and these By-laws;
- b) make policies and procedures relating to the discipline of Members and Registered Participants, and have the authority to discipline Members and Registered Participants in accordance with such policies and procedures;
- c) make policies and procedures relating to the management of disputes within the Association and deal with disputes in accordance with such policies and procedures;
- d) employ or engage under contract such persons as it deems necessary to carry out the work of the Association;
- e) appoint Key Volunteers with duties and responsibilities as described by the Board;
- f) determine registration procedures, determine membership fees, and determine other registration requirements;
- g) enable the Association to receive donations, benefits, bequests, distribution of investment capital and income for the purpose of furthering the objects and purposes of the Association;
- h) make expenditures for the purpose of furthering the objects and purposes of the Association;
- i) invest funds for the purpose of furthering the objects and purposes of the Association;
- j) manage the Association's assets and resources expenditures for the purpose of furthering the objects and purposes of the Association;
- k) borrow money upon the credit of the Association as it deems necessary in accordance with these By-laws; and
- l) perform any other duties from time to time as may be in the best interests of the Association

ARTICLE 5 COMMITTEES

Committees

5.1 Appointment of Standing and Ad-Hoc Committees – The Board may appoint such standing and ad-hoc committees as it deems necessary for managing the affairs of the Association. The Board may appoint and remove members of these committees or provide for the election of members of these committees, may prescribe the duties and terms of reference of these committees, and may delegate to any of these committees any of its powers, duties, and functions.

5.2 Committee Limitations – No Committee has the authority to:

- a) submit to the Members any question or matter requiring approval of the Members;
- b) fill a vacancy among the Directors or appoint additional Directors;
- c) issue debt obligations except as authorized by the Board;
- d) approve any financial statements;
- e) adopt, amend or repeal the By-laws; or
- f) establish contributions to be made, or fees to be paid, by Members without the approval of the Board

5.3 Composition - The Board may appoint and remove Directors, Key Volunteers, or any other individual to or from a standing or ad-hoc committee at any time and for any reason.

5.4 President Ex-officio – The President (or their appointed designate) will be an ex-officio and non-voting member of all standing and ad-hoc committees of the Association.

ARTICLE 6 FINANCE AND MANAGEMENT

6.1 Fiscal Year – Unless otherwise determined by the Board, the fiscal year of the Association will be November 1st to October 31st.

6.2 Bank – The banking business of the Association will be conducted at the financial institution as the Board determines.

6.3 Third Party Review – A third party independent review or an audit of the financial records of the Association shall be done annually by Sport PEI.

6.4 Annual Financial Statements – The Directors will approve financial statements (evidenced by signature of one or more Directors) of the Association of the last fiscal year of the Association but not more than six (6) months before the Annual Meeting and present the approved financial statements before the Members at every Annual Meeting. A copy of the Annual Financial Statements will be provided to any Member requesting a copy of the Financial Statements not less than twenty-one (21) days before the Annual Meeting. The Financial Statements will include:

- a) the financial statements;
- b) the auditor's report (if any); and
- c) any further information respecting the financial position of the Association.

6.5 Books and Records – The necessary books and records of the Association required by these By-laws or by applicable law will be necessarily and properly kept. The books and records include, but are not limited to:

- a) the Corporation's articles and By-laws;
- b) the minutes of meetings of the Members and of any committee of Members;
- c) the resolutions of the Members and of any committee of Members;
- d) the minutes of meetings of the Directors or any committee of Directors;
- e) the resolutions of the Directors and of any committee of Directors;
- f) a register of Directors;
- g) a register of Members; and
- h) account records adequate to enable the Directors

6.6 Minutes of meetings of the Board and Board Resolutions – Minutes of meetings of the Board and Board Resolutions are confidential and may only be open for inspection by Members in Good Standing by request to the Board. Books and records, other than the minutes of meetings of the Board and Board Resolutions, may be inspected by Members in Good Standing during reasonable business hours as the head office of the Association.

6.7 Signing Authority – The signing authority of the Association shall be vested in the Directors of the Association. The signatures for signing authority will be the Treasurer or any other two (2) of Directors. Two signatures or virtual authorisations will be required on any financial instrument of the Association.

6.8 Other Expenditures – Any single expenditure over thirty thousand dollars (\$30,000) will be approved by Ordinary Resolution of the voting Members at a meeting of Members.

6.9 Borrowing – The Association may borrow funds under such terms and conditions as the Board may determine, as permitted by the Act and subject to authorization by an Ordinary Resolution of the Members if the amount of the financial transaction exceeds thirty thousand dollars (\$30,000).

6.10 Borrowing Restriction – The Members may, by Special Resolution, restrict the borrowing powers of the Board but a restriction so imposed expires at the next Annual Meeting.

Remuneration

6.11 No Remuneration – All Directors will serve their term of office without remuneration (unless approved at a meeting of the Members) except for reimbursement of expenses as approved by the Board. This section does not preclude a Director or member of committee from providing goods or services to the Association under contract or for purchase. Any Director or member of a committee will disclose the conflict/potential conflict in accordance with these By-laws.

Conflict of Interest

6.12 Conflict of Interest – A Director, or member of a committee who has an interest, or who may be perceived as having an interest, in a proposed contract or transaction with the Association will disclose fully and promptly the nature and extent of such interest to the Board or Committee, as the

case may be, will refrain from voting or speaking in debate on such contract or transaction, will refrain from influencing the decision on such contract or transaction, and will otherwise comply with the requirements of the Act regarding conflict of interest.

ARTICLE 7 AMENDMENT OF BY-LAWS

7.1 Voting – These By-laws may only be amended, revised, repealed, or added to by:

- a) Ordinary Resolution of the Board. The new, amended, or revised By-law is effective until the next meeting of the Members and, except for those amendments that are considered fundamental changes, the voting Members may confirm, reject, or amend the By-laws by Ordinary Resolution. A new, amended, or revised By-law that is not ratified by the Members ceases to have effect and no new By-law of the same or like substance has any effect until ratified at a meeting of the Members; or
- b) a Member entitled to vote who may make a proposal to make, amend, or repeal a By-law in accordance with the Act which requires at least sixty (60) days' notice. The new, amended, or repealed By-law will be submitted to the Members at the next meeting of Members and, except for those amendments that are considered fundamental changes, the voting Members may confirm, reject, or amend the By-laws by Ordinary Resolution.

ARTICLE 8 NOTICE

8.1 Written Notice – In these By-laws, written notice will mean notice which is hand-delivered or provided by mail, electronic mail or courier to the address of record of the individual, Director, Officer, or Member, as applicable. It is the obligation of the Director to provide a current address for notification under this provision to the Board.

8.2 Date of Notice – The "date of notice" is determined as follows:

- a) Hand-delivered notice: The date when the recipient confirms receipt verbally.
- b) Emailed notice: The date when the electronic transmission is received.
- c) Couriered notice: The date when written confirmation of delivery is received.
- d) Mailed notice: Five (5) days after the postmark date on the mailed item.

8.3 Error in Notice – If there's a mistake in sending out a notice for a Board or Members' meeting—such as someone not getting the notice, or a minor error in the notice content—it doesn't invalidate the decisions made at that meeting, as long as the error doesn't affect the notice's core information.

ARTICLE 9 DISSOLUTION

9.1 Dissolution – Upon dissolution of the Association and after payment of all debts and liabilities, its remaining property shall be distributed to charitable associations which carry on their work solely in the province of Prince Edward Island.

ARTICLE 10 INDEMNIFICATION

10.1 Will Indemnify – The Association will indemnify and hold harmless out of the funds of the Association each Director and any individual who acts at the Association's request in a similar capacity, their heirs, executors and administrators from and against any and all claims, charges, expenses, demands, actions or costs, including an amount paid to settle and action or satisfy a judgement which may arise or be incurred as a result of occupying the position or performing the duties of a Director or and any individual who acts at the Association's request in a similar capacity.

10.2 Will Not Indemnify – The Association will not indemnify a Director or any individual who acts at the Association's request in a similar capacity for acts of fraud, dishonesty, bad faith, breach of any statutory duty or responsibility imposed upon them under the Act. For further clarity, the Association will not indemnify an individual unless:

- a) the individual acted honestly and in good faith with a view to the best the best interests of the Association; and
- b) if the matter is a criminal or administrative proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that their conduct was lawful.

10.3 Insurance – The Association will always maintain in force Directors and Officers liability insurance.

ARTICLE 11 ADOPTION OF THESE BY-LAWS

11.1 Ratification – These By-laws were ratified by the Members of the Association at a meeting of Members duly called and held on [insert date].

11.2 Repeal of Prior By-laws – In ratifying these By-laws, the Members of the Association repeal all prior By-laws of the Association provided that such repeal does not impact the validity of any action done pursuant to the repealed By-laws.