



Sustainable Tourism Certification Alliance Africa (the “Alliance) Constitution

1. BACKGROUND

The Sustainable Tourism Certification Alliance Africa was established in 2012 with the aim to promote and embrace sustainable and ethical responsible tourism certification labels within the tourism industry in Africa and to provide an advocacy, awareness and facilitating initiative to raise the profile of responsible and sustainable tourism in Africa and the development of appropriate standards across the continent.

2. NAME

The name of the organization is **Sustainable Tourism Certification Alliance Africa** (hereafter referred to as the "Alliance").

3. INTERPRETATION:

Unless the context otherwise indicates:

- 3.1 **“Affiliate Member”** means any member that is so accepted and which may or may not have a vested or financial interest in the affairs of the Alliance;
- 3.2 **“Alliance”** the Sustainable Tourism Certification Alliance of Africa
- 3.3 **“Business Day”** shall mean any day other than a Saturday, Sunday or recognised national public holiday;
- 3.4 **“Certification Body”** shall mean any organisation which owns, operates or implements an industry-based responsible tourism standard or label scheme;
- 3.5 **“Chairperson”** shall mean the chairperson of the Management Committee of the Alliance elected in terms of clause 21;
- 3.5 **“Constitution”** shall refer to this document as adopted by the Members of the Alliance as the governing principles as defined or amended;
- 3.6 **“Deputy Chairperson”** shall mean the deputy chairperson of the Management Committee of the Alliance elected in terms of clause 21;
- 3.7 **“Exco”** shall mean the Management Committee of the Alliance from time to time, as defined;
- 3.8 **“Financial Year”** shall mean a twelve month period starting 1 May;
- 3.9 **“Management Committee”** shall mean the members appointed in accordance with clause 22;
- 3.10 **“Member”** shall mean a member of the Alliance from time to time;
- 3.11 **“Meeting”** shall mean any general meeting of the Alliance or any adjournment thereof, as the case may be;
- 3.12 **“Registered Office”** shall mean the registered office of the Alliance;

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- 3.13 “**Rules**” shall mean rules established by the Management Committee in accordance with the provisions of clause 9;
- 3.14 “**Secretariat**” shall mean any person or body duly appointed from time to time to perform the duties of the secretariat of the Alliance.
- 3.15 “**Voting Member**” shall mean a Full Member of the Alliance
- 3.16 Expressions with reference to writing shall be construed as including reference to printing, lithography, photography, electronic mail and other modes of representing or reproducing words in visible form.
- 3.17 Words importing the singular shall include the plural, words importing the masculine, feminine or neuter shall include the others of such genders, and words importing persons shall include bodies corporate, and vice versa in each instance.
- 3.18 In this Constitution, clause headings are used for convenience only, and shall not be used in its interpretation.
- 3.19 If any provision in a definition is a substantive provision conferring a right or imposing an obligation on any person, then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Constitution.
- 3.20 The use of the word “**including**”, “**includes**” and “**include**”, followed by a specific example/s, shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of that general wording or those specific example/s.
- 3.21 Where any term is defined within a particular clause other than clause 1, that term shall bear the meaning ascribed to it in that clause wherever it is used in this Constitution, unless the context indicates otherwise.

4. AIM AND OBJECTIVES

The Alliance is a voluntary association established with the aim of coordinating, supporting and facilitating certification of responsible tourism products in Africa and to advancing the development of responsible tourism standards and sustainable tourism development in a broader sense across the African continent. The following main objectives have been identified:

- 4.1 to contribute to sustainable tourism development in Africa by promoting and advocating sustainable tourism principles and criteria, and establishing a common understanding and application of certification standards;
- 4.2 to promote sustainable travel in the African tourism industry primarily by recognising and approving certification mark/s (label/s) awarded to tourism enterprises that comply with recognised sustainable tourism principles and criteria;
- 4.3 to raise awareness of certified establishments and to provide support for their efforts to access niche markets, gain exposure and credibility, establish commercial partnerships and improve internal systems and operations around issues including fair labour practice, improved environmental and resource management, local economic development, and the advancement,

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- promotion and preservation of the arts, culture and customs;
- 4.4 to conduct appropriate research on the tourism industry and the broader tourism economy, and to empower and protect consumers through the provision of information and quality control with regard to certified tourism products and services;
- 4.5 to advocate the development, implementation and support for responsible and sustainable tourism initiatives across the continent;
- 4.6 to encourage the transformation and sustainability of the African tourism industry through education, awareness creation and training including:
 - 4.6.1.1 identifying and coordinating training opportunities for persons employed in national, provincial and local spheres of Government with the purpose of sustainable tourism capacity building in those spheres of Government;
 - 4.6.1.2 identification and promotion of education and training programmes relating to responsible tourism, environmental awareness, greening, clean up or sustainable development projects;
 - 4.6.1.3 sensitising tourism operators for the purpose of capacity building and improving the overall sustainability and performance of the industry.
- 4.7 To initially work as a voluntary system, but work towards encouraging appropriate regulation;
- 4.8 To advocate and encourage Governments and Tourism Authorities to adopt, promote and implement tourism sustainability certification processes, standards and regulations
- 4.9 To raise funds to ensure the long sustainability of the Alliance;
- 4.10 To ensure the highest standards of professionalism, ethics and integrity amongst its members; and
- 4.11 To “*walk the talk*” through our actions.

5 ASSOCIATION STATUS

The Alliance is an association with its own identity, which through its Management Committee and its authorised representatives, is separate and has an independent existence from its individual members. The Alliance shall thus and by virtue of perpetual succession continue to exist even if the members change. The Alliance may inter-alia enter into agreements, association and alliances with other organisations that either add to the vision of the Alliance or to which the Alliance can add value in pursuance of its stated objectives.

6 NON-PROFIT DISTRIBUTING CHARACTER

- 6.1 The income and any future property of the Alliance shall be used solely for the promotion of its stated aim and objectives. The members and the office-bearers shall have no rights to the assets of the Alliance solely by virtue of them being members or office-bearers. No portion of the income or property of the Alliance shall be paid or distributed directly or indirectly to any

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person (otherwise than in the ordinary course of undertaking any public benefit activity) or to any member of the Alliance or Management Committee, except as – subject to the approval of the Management Committee:

- 6.1.1 reasonable compensation for services actually rendered to the Alliance;
- 6.1.2 reimbursement of actual costs or expenses reasonably incurred on behalf of the Alliance.
- 6.2 Upon the dissolution of the Alliance, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst members, but shall be transferred by donation to some other non-profit organisation which the Management Committee considers appropriate and which has objectives the same or similar to the objectives of the Alliance;
- 6.3 Should the Alliance become registered as an approved public benefit Association - and upon dissolution of the Alliance, after all debts and commitments have been paid, any remaining assets shall be transferred by donation to:
 - 6.3.1 a similar public benefit association which has been approved in terms relevant legislation, or
 - 6.3.2 an institution, board or body which is exempt from tax under the provisions of any relevant tax law, which has as its sole or principal object the carrying on of any public responsible tourism benefit activity.
 - 6.3.3 The Alliance shall after approval by its members, apply for exemption from appropriate taxes and duties.

7 POWERS

The Alliance, acting through its Management Committee, or at General Meeting, shall have all the powers necessary for it to carry out its stated objectives effectively. Such powers shall include, but not be limited to, the General Administrative Powers set out in the attached Schedule A.

8 MEMBERS & MEMBERSHIP

- 8.1 The Management Committee may admit members from time to time whose membership shall be subject to the submission of a duly completed application form and any conditions of membership which the Management Committee shall stipulate from time to time.
- 8.2 The Management Committee may suspend or terminate the membership of any member provided that:
 - 8.2.1 At least (14) fourteen days prior written notice is given to all members of the Management Committee of the intention and reason to terminate a membership; and
 - 8.2.2 At least (14) fourteen days prior written notice is given to the member concerned. The notice shall invite the member to make written or verbal representations to the Management Committee, as the member may consider appropriate

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- 8.2.3 The decision of the Management Committee to admit an applicant to membership, or to suspend or terminate a membership, shall be subject to confirmation by a resolution of two thirds of the members of the Alliance present at the next General Meeting.
- 8.3 The Management Committee or the Alliance shall at their sole and unfettered discretion consider providing reasons for their decisions with respect to membership.
- 8.4 Upon termination of membership member will be advised in writing within 14 days and upon receipt of such notice the applicant is required to acknowledge receipt and is required to forthwith delete and remove any reference to its membership from its stationery, website and any other forms of communication.
- 8.5 Any member may voluntarily terminate its membership at any time upon written notice to the Alliance in which event clause 8.4 will apply mutatis mutandis.
- 8.6 It is incumbent on members to advise the Alliance forthwith of any change in the name of its business or contact details as reflected on the records of the Alliance.
- 8.7 Upon admission the applicant will be advised in writing within 14 days by the Secretariat.
- 8.8 Membership applications may be considered for one of the following categories of membership:

8.8.1 Full Membership

8.8.1.1 Tourism Authorities

This shall include any national or regional African Tourism Authority

8.8.1.2 Certification or Standards Generating Organisations

This shall include any Responsible/Sustainable Tourism standards generating organisation or certification body based in Africa.

8.8.1.3 Representative Organisations

This shall include all Associations, Organisations and other non-profit bodies active in - or concerned with, the promotion of responsible tourism in Africa.

8.8.2 Associate Membership

This shall include any organisation or individual not included in the above categories, and who/which provides consulting/advisory or other professional services to the tourism sector, but shall exclude owners/operators of individual tourism products.

9 STRUCTURE OF THE ALLIANCE

The Management Committee (EXCO):

9.1 Powers

- 9.1.1 The affairs of the Alliance shall be controlled and managed by the Management Committee. Subject to the terms of this constitution and to the resolutions of members in General Meeting, the Management Committee may exercise all the powers of the Alliance.

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- 9.1.2 The Alliance, in General Meeting, may review, approve or amend any decision taken by the Management Committee, but no such resolution of the Alliance shall invalidate any prior action taken by the Management Committee in accordance with the provisions of this Constitution.

9.1 Election

- 9.2.1 The members of the Management Committee in office at the time of the adoption of this Constitution shall hold office until the first Annual General Meeting after such adoption, when all committee members shall resign.
- 9.1.1 At the first subsequent Annual General Meeting, a new Management Committee may be elected for a term of two-years.
- 9.1.2 Thereafter, a new Management Committee shall be elected at each succeeding bi-annual Annual General Meeting.
- 9.1.3 Resigning Management Committee members shall be eligible for re-election or co-option.
- 9.1.4 Management Committee members shall be Members of the Alliance.

9.2 Composition

- 9.2.1 The Management Committee shall comprise at least four (4) but not more than six (6) members. The membership of the Management Committee shall comprise of:
- 9.2.1.1 The Chairperson;
 - 9.2.1.2 The Vice Chairman
 - 9.2.1.3 The Treasurer
 - 9.2.1.4 Up to three (3) other Full Members.
- 9.2.2 The Management Committee may co-opt additional non-voting members as it may consider appropriate from time to time. The co-opted members shall serve for such period as the Management Committee considers appropriate.

9.3 Management Committee Member Vacating Office

- 9.3.1 The office of a Management Committee member shall be vacated if a member:
- 9.3.1.1 resigns; or
 - 9.3.1.2 becomes unfit and/or incapable of acting as such; or
 - 9.3.1.3 is removed by the Management Committee, by resolution adopted by at least three-quarters (3/4) of Committee Members in office from time to time, being not less than the required minimum of four(4). The Management Committee shall not be obliged to furnish reasons for its decision/s regarding removal except to the member removed and to the members of the Alliance in General Meeting.
- 9.3.2 Should a position on the Management Committee fall vacant, the Management Committee, by resolution adopted at least two-thirds (2/3) of its members in office from time to time, being not less than the required minimum of four (4), may (and if the vacancy reduces the number of members to less than four [4], shall) co-opt a member/s to fill the vacancy/ies. The office of

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any person so co-opted as member of the Management Committee shall lapse unless confirmed by resolution of members at the next General Meeting.

9.4 Procedure at Management Committee Meetings

9.4.1 The Management Committee shall conduct its meetings and regulate its proceedings as it finds convenient, provided that:

9.4.1.1 The Chairperson, or in his or her absence, the Vice Chairperson, shall chair all meetings of the Management Committee which he or she attends. In the absence of the Chairperson and the Vice Chairperson, the remaining members of the Management Committee shall elect a chairperson from those attending.

9.4.1.2 The Chairperson shall convene a meeting of the Management Committee, at least quarterly and at the written request of any two (2) members of the Management Committee and may convene such a meeting at any other time.

9.4.1.3 The quorum necessary for the transaction of any business by the Management Committee shall be two-thirds (2/3) of the Management Committee members serving at any given time.

9.4.1.4 At meetings of the Management Committee each member shall have one (1) vote.

9.4.1.5 Questions arising shall be decided by a majority of votes. Should there be an equality of votes the Chairperson shall have a casting or second vote.

9.4.1.6 Proper minutes shall be kept of the proceedings of the Management Committee by the Secretariat in a minute book, and a record of the persons present at each meeting. The minutes shall be signed by the member who chairs the meeting, and shall be available at all times for inspection or copying by any member of the Management Committee, and on two (2) days' notice to the Secretariat by any member of the Alliance.

9.4.1.7 A Meeting may be conducted entirely by electronic communication, provided that the electronic communication technology employed, enables all persons participating in the Meeting to communicate reasonably effectively and concurrently with each other without an intermediary, and provided that:

9.4.1.8 The notice of that Meeting must inform Members of the availability of that form of participation, and provide any necessary information to enable Members or their proxies to access the available medium or means of electronic communication; and access to the medium or means of electronic communication is at the expense of the Member or proxy.

9.4.1.9 A resolution signed by all members of the Management Committee shall be as valid as if passed at a duly convened meeting of the Management Committee.

9.4.2 The Management Committee may delegate any of its powers to any of its members, or to a special purpose committee. The member, committee or agent to whom such delegation is made shall conform to any regulations and procedures that may be stipulated by the Management Committee from time to time.

9.4.3 The Management Committee may appoint other officers as it may consider necessary from time to time upon such terms and conditions as it may consider appropriate.

General Meetings:

9.5 Annual General Meeting

- 9.5.1 An Annual General Meeting of the Alliance shall be held within a period of twelve (12) months of the adoption of this Constitution. Subsequent Annual General Meetings shall be held within three (3) months of the end of each financial year.
- 9.5.2 Annual General Meetings shall be convened by the Chairperson on not less than twenty-one (21) days prior written notice to all members entitled to attend the meeting. This notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting.
- 9.5.3 The business of an Annual General Meeting shall include:
 - 9.5.3.1 the presentation and adoption of the Annual Report of the Chairperson;
 - 9.5.3.2 the consideration of the Annual Financial Report;
 - 9.5.3.3 the election of members to serve on the Management Committee for the following year;
 - 9.5.3.4 the appointment of a Secretariat for the following two years;
 - 9.5.3.5 other matters as may be considered appropriate.

9.6 Other General Meetings

- 9.6.1 Other General Meetings of the Alliance shall be convened at any time by the Chairperson or at the written request of:
 - 9.6.1.1 the Management Committee; or
 - 9.6.1.2 the lesser of one quarter (1/4) of the Voting Members of the Alliance who are in good standing.
- 9.6.2 Any General Meeting other than the Annual General Meeting shall be convened on not less than fourteen (14) days written notice to all members. The notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting.
- 9.6.3 For an ordinary resolution to be adopted at a Meeting, it must be supported by at least 50% (fifty percent) **plus 1** of the Voting Members who voted on the resolution.

9.7 Proxies

- 9.7.1 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his agent duly authorised in writing. A proxy need not be a Member; provided that the proxy shall be nominated by an authorised representative of a Voting Member. The holder of a general or special power of attorney incorporating the necessary powers contemplated hereunder, shall be entitled to attend and vote at any Meetings on behalf of the Member granting such power.
- 9.7.2 The Alliance shall be obliged to give effect to the appointment of a proxy, provided the instrument appointing such proxy, including the power of attorney or other authority, if any, under which it is signed or a duly certified copy thereof, shall have been submitted to the

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Secretariat not less than 48 (forty-eight) hours before the time for holding such Meeting, or any adjournment thereof.

9.7.3 The instrument appointing a proxy shall be in the following form, or in such other form as may be acceptable to the Chairperson of the Meeting;

9.7.4 “I (Member Name) being a Member hereby appoint:

(Name) of (Organisation) or failing him/her

(Name) of (Organisation) or failing him/her

(Name) of (Organisation) as my proxy to attend, vote and speak for me and on my behalf at the general Meeting of the Alliance to be held on the day of..... and at any adjournment thereof as follows:

Resolution Number	<i>In favour of</i>	<i>Against</i>	<i>Abstain from Voting</i>

(Indicate instruction to proxy by way of a cross in the space provided above).

Unless otherwise instructed, my proxy may vote as he/she thinks fit.

SIGNED at _____ on this the day of _____

_____ (Signature)

(NOTE: A Member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote in his/her stead. Such proxy need not also be a Member).”

9.8 Quorum

9.8.1 A quorum constituting a General Meeting of the Alliance shall be Fifty (5) percent plus 1 of Voting Members.

9.8.2 Should any General Meeting have been properly convened but no quorum be present, the meeting shall stand adjourned to another date, which shall be determined by the Chairman of the Alliance.

9.8.3 The notice reflecting such adjournment shall be given to the persons and in the manner provided for in this Constitution. At such reconvened General Meeting, the members then present or represented shall be deemed to constitute a quorum.

9.9 Voting Rights

9.9.1 Each Full Member shall be entitled to one (1) vote **per member organisation**.

9.9.2 Associate Members shall not have voting rights.

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9.10 Resolutions and Voting

- 9.10.1 At all General Meetings, a resolution put to the vote shall be decided by means of a show of hands or by ballot. A vote by ballot shall be held only if demanded by the Chairperson or not less than one third (1/3) of the persons voting in person or by proxy. The result of the vote shall be the resolution of the meeting.
- 9.10.2 Each Full Member present or represented at such meeting shall be entitled to one (1) vote. On a show of hands, votes cannot be cast by proxy.
- 9.10.3 Questions arising shall be decided by a majority of votes. Should there be an equality of votes the Chairperson shall have a casting or second vote.
- 9.10.4 Proxy: The instrument appointing a proxy shall be in writing, signed by the member and deposited with the Chairperson not later than 14 (fourteen) days before the meeting for which it is intended. Any challenge as to the qualification and entitlement to vote of a proxy shall be ruled out by the Chairperson of the meeting and his/her decision shall be final and conclusive.

9.11 Minutes

- 9.11.1 Proper minutes shall be kept of the proceedings of all General Meetings, and a record of the persons present at each meeting. The minutes shall be signed by the chairperson of the meeting, and shall be available for inspection or copying by any member on two (2) days written notice to the Secretary.

9.12 Powers

- 9.12.1 Subject to the provisions of Clause 9.3.1 above, a duly convened General Meeting of the Alliance, at which a quorum is present, is competent to carry out all the objectives and to exercise all the powers of the Alliance as set out in this Constitution.

9.13 Notices

- 9.13.1 Notice of all meetings provided for in this Constitution, shall be delivered by e-mail, to the last address notified by each person concerned to the Alliance, or in any other manner as the Management Committee may decide from time to time.
- 9.13.2 The accidental omission to address notice/s to any person shall not invalidate the proceedings of any meeting, provided not more than ¼ (one quarter) of eligible members have been omitted.
- 9.13.3 Notices shall be deemed to have been received two (2) days after transmission.

10 REPORTING AND ADMINISTRATION

- 10.1 The Secretariat shall ensure that the Alliance keeps proper records and books of account which fairly reflect the affairs of the Alliance. :

- 10.2 The Alliance's financial year end shall be April.

10.3 Annual Narrative and Financial Reports:

- 10.3.1 The Management Committee shall ensure that the Alliance prepares a Narrative Report describing the Alliance's activities for each financial year.

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- 10.3.2 The Secretariat shall provide a financial which shall conform to generally accepted accounting principles and shall include a statement of income and expenditure
- 10.3.3 A copy of the Financial Report and Narrative Report shall be made available to all members as soon as possible after the close of the Annual General Meeting of the Alliance.

11 AMENDMENTS TO THE CONSTITUTION AND DISSOLUTION

The terms of this Constitution may be amended, the name of the Alliance may be changed and the Alliance may be dissolved by resolution of sixty six per cent (66%) of the members present at a General Meeting: provided that proper notice of the meeting is given not less than twenty-one (21) days prior to the date of the Meeting and such notice states the nature of the resolution to be proposed.

12 INDEMNITY

Subject to the provisions of any relevant statute, members of the Management Committee and other office bearers shall be indemnified by the Alliance for all acts done by them in good faith on its behalf and provided they were duly authorised at the time. It shall be the duty of the Alliance to pay all costs and expenses which any such person incurs or becomes liable for as a result of any agreement entered into, or act done by him or her, in his or her said capacity, in the discharge, in good faith, of his or her duties on behalf of the Alliance.

Subject to the provisions of any relevant statute, no member of the Management Committee and or other office bearer of the Alliance shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer, or for any loss, damage or expense suffered by the Alliance, which occurs in the execution of the duties of his or her office, unless it arises as a result of his or her dishonesty, unless it is due to the dishonesty of both/all the parties.

13 DISPUTES

- 13.1 In the event of a serious disagreement between the members of the Management Committee and/or the Alliance regarding the interpretation of this constitution then any two (2) Management Committee members or any five (5) Full Members of the Alliance shall be entitled to declare a dispute. Such declaration shall be in writing, state the issue in dispute, and be addressed to the Management Committee.
- 13.2 The Management Committee shall consider such declaration within twenty-one (21) days of receiving it. Should the Management Committee not be able to resolve the dispute to the satisfaction of the person(s) declaring it, the dispute shall be referred either to a mediator or arbitrator.
- 13.3 Should the dispute be referred to a mediator, the person(s) declaring the dispute and the Management Committee must agree on a suitable mediator and to the costs of such mediation. A mediator may recommend an appropriate resolution of the dispute.
- 13.4 In the absence of agreement regarding a mediator or should mediation not resolve the dispute, the dispute shall be referred to arbitration. The arbitrator shall be such suitably qualified person/s as the person(s) declaring the dispute and the Management Committee may mutually agree.

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- 13.5 The arbitration shall be held on an informal basis, and the arbitrator shall have the power to determine the procedure to be adopted subject to principles of natural justice.
- 13.6 The arbitrator may base her/his decision not only upon the Constitution but also upon the principles of equity and fairness.
- 13.7 The person(s) declaring the dispute and the Management Committee, beforehand, may agree to share the costs of the arbitration. In the absence of such agreement the arbitrator shall decide which parties shall be liable for the costs.
- 13.8 The decision of the arbitrator shall be final and binding upon all parties.

14 CONFLICTS OF INTEREST

- 14.1 Wherever a conflict of interest exists between a Member and the activities of the Alliance, it is incumbent upon the Member so affected to declare such conflict of interest directly to the Secretariat. Conflict of interest shall include but not be restricted to:
 - 14.1.1 any instance in which a Member would benefit financially or in kind from a resolution, process or activity in which the Member exercised his/her voting right;
 - 14.1.2 any instance in which a Member would purposefully or inadvertently exert undue influence over any other Member to exercise his/her voting right to the benefit of the first Member;
 - 14.1.3 any other instance in which a Member could benefit inappropriately from his/her office or voting rights.
- 14.2 Where a Member fails to declare a conflict of interest, the Management Committee may take whatever measures necessary to address such oversight which could include the cancellation of Membership of the Member.

SCHEDULE A

GENERAL ADMINISTRATIVE POWERS OF THE MANAGEMENT COMMITTEE

- 1. To appoint a Secretariat subject to resolution of the Annual General Meeting.
- 2. To guide, support and give effect to activities of the Secretariat and to ensure that the objectives of the Alliance are met.
- 3. To hire professional and other services as may be necessary to undertake or provide services to the Alliance in pursuit of the objectives of the Alliance.
- 6. To ensure the performance of contracts or obligations of any person on condition that any such person is primarily engaged in activities which further the objectives of the Alliance.
- 7. To work in collaboration with other organisations and to amalgamate with any organisation with the same or similar objectives to those of the Alliance.
- 8. To exercise all the management and executive powers that are vested in the Management Committee in accordance with the Constitution.
- 9. To ensure that any disputes arising from the activities of the Management Committee, Secretariat, Members or the Alliance itself are dealt with in accordance with clause 13 of the Constitution.