

# **CONSTITUTION**

## **PERSATUAN KONTRAKTOR INDIA MALAYSIA / MALAYSIAN INDIAN CONTRACTORS ASSOCIATION (PKIM)**

### **CLAUSE 1 NAME**

1. The Association shall be known as

**PERSATUAN KONTRAKTOR INDIA MALAYSIA / MALAYSIAN INDIAN CONTRACTORS ASSOCIATION (PKIM)**

Hereinafter referred to as "the Association".

2. Meaning of name : **PKIM ABBREVIATION FOR PERSATUAN KONTRAKTOR INDIA MALAYSIA  
MALAYSIAN INDIAN CONTRACTORS ASSOCIATION**

3. Level : **Lain-lain**

### **CLAUSE 2 ADDRESS**

1. The registered address is

**544-3C, BATU COMPLEX, JALAN MURNI SATU, BATU 3 1/2, JALAN IPOH,  
51200 KUALA LUMPUR  
WILAYAH PERSEKUTUAN KUALA LUMPUR**

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

**544-3C, BATU COMPLEX, JALAN MURNI SATU, BATU 3 1/2, JALAN IPOH,  
51200 KUALA LUMPUR  
WILAYAH PERSEKUTUAN KUALA LUMPUR**

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

### **CLAUSE 3 OBJECTIVE**

#### **AIMS AND OBJECTS**

The aims and objects of the Association shall be:-

- 3.1 To organise and discuss matters relating to the interest of members.

3.2. To promote understanding among members.

3.3 To encourage, organise and sponsor meeting, conferences and seminars, pertaining to the professional interest of members.

3.4 To enter into reciprocal arrangement with any other Association so that the members there may enjoy the privileges, amenities and facilities of the associations and vice versa.

3.5 To help and advice members in any possible way.

3.6 To purchase, hire, provide and maintain all kinds of equipment and other things required for the convenience of members.

3.7 To collect and receive subscriptions and contributions and to administer its funds for the furtherance of the objects of the Association.

3.8 To print, publish or purchase or otherwise acquire any books, journals, newspapers, periodicals or leaflets related to the profession of members and to undertake to advertise in any manner which the association may think desirable for the promotion of its objects with the prior approval of the authority concerned. To hold lectures and courses of instruction to promote the goodwill of the Indian Contractors.

3.9 To unite the Malaysian Indian Contractors and Professionals and to safeguard their interest and economic benefits.

3.10 To protect the legitimate interest of the Members, in particular, to discuss and negotiate with government departments and agencies, institutions and associations of architects, engineers, quantity surveyors and other consultants on matters pertaining to policy, finance, legislation, technical standards, administration of contract and procedures for registration which affect the Contracting Business of the Members.

3.11 To seek representation on Committees/Councils/Boards set up by Government or non-government organizations concerning the Contracting Business.

3.12 Generally to do all such acts and things as may be incidental or conducive to the furtherance of all or any of the aims and objectives of the Association.

## **CLAUSE 4 MEMBERSHIP**

4.1. "The Membership of the Associations shall consist of 2 categories which are open to Malaysian Indian General Contractors who attained Eighteen (18) years of age".

4.1.1. Notice to Members

(a) Any notice to any Member shall be deemed to have been sent if it has been sent by the General Secretary by prepaid post to the Member's address as noted in the Register of Members.

#### 4.1.2. Limitation of Liabilities of Members

(a) Subject however, to the provisions of this Constitution and the Rules and to any applicable laws of the country, the liability of a member of the Association is limited to the amount of any subscription to the Association which is outstanding.

(b) No subscription of a member of the Association shall be recoverable at law except on the winding up of the Association.

4.2. Every application for membership shall be proposed and seconded by two existing members and shall be forwarded to the Secretary, who shall at the first convenient opportunity submit it to the Committee for approval. The Committee may at the discretion reject any application without assigning any reason therefore.

4.3. Every applicant whose application has been approved as aforesaid shall, upon payment of the prescribed entrance fee and first annually subscription be admitted as member of the Association and shall be entitled to all privileges of membership as stated in the rules.

## CLAUSE 5 RESIGNATION AND TERMINATION

5.1 Any member who wishes to resign from the Association shall give one month notice in writing to the Secretary and shall pay up all dues.

5.2 Cease to be a Member:

5.2.1 Notwithstanding any other provisions herein contained, a Member shall be disqualified from being a member if:

- a) he is an undischarged bankrupt;
- b) he dies or ceases to be a Malaysian Citizen;
- c) he is and has been found or declared to be of unsound mind;
- d) he commences any court proceedings in relation to his Membership or against the Association for any reason whatsoever without exhausting all avenues available

to him under the Constitution and Rules of the Association;  
e) he, being a Professional, is removed from the relevant Professional Body; and  
f) a firm or company, is dissolved and/or proceedings for winding-up are instituted against it.

5.2.2 "The Committee may at its sole and absolute discretion reject any application for membership without assigning any reason whatsoever, whereupon all the relevant documents and payments received by the Association shall be returned to the applicant".

5.2.3 "Notwithstanding any provision stated herein, in the event an applicant has been admitted into the Association.

a) contrary to any of the provisions of this Constitution and Rules; and/or

b) contrary to any of the rules or directives of the Committee; and/or

c) any documents submitted by the applicant in support of his application for membership, which upon checks with the relevant authorities, are not in order; and/or

d) for any reason deemed fit and proper by the Committee,

5.2.4 The Committee may at its sole discretion declare such membership to be void. Further the Committee may at its sole discretion ratify as valid any act or acts done by the said applicant before such declaration".

## **CLAUSE 6 SOURCE OF INCOME**

### **6.1 SUBSCRIPTIONS**

6.1.1 "The entrance fee and subscription payable shall be as follows:

6.1.2 Ordinary Member,

Entrance Fee RM 100.00

Annual Subscription RM 250.00

or

6.1.3 Life Member

Entrance Fee RM 100.00

Life Membership RM 1,500.00

6.2 "All current annual subscription shall be payable in advance within the first 30

days of the month of January for each year. All payments shall be made to the Secretary/Treasurer."

6.3 Any member who fails to pay his subscription within three months shall receive a written notification signed by or on behalf the General Secretary and shall be denied the privileges of membership until settles his account.

6.4 Any member who fails to pay his subscription within 6 months shall automatically cease to be a member of the Association.

6.5 A re-admission fee of RM 100.00 to be paid by a member who has allowed his membership to lapse due to arrears.

6.6 Special subscription or levies for particular purpose may be raised from members by resolution of the General Meeting of the Association. If any member fails to pay such subscription within such period as may be resolved, the amount due shall be treated in the same way as arrears of monthly subscription.

## **CLAUSE 7 GENERAL MEETING**

7.1 The Supreme Authority of the Association is vested in a General Meeting of members.

### **7.1.1 Voting Procedures for General Meetings**

(a) All eligible Member and the Committee Member shall be entitled to vote at the General Meetings.

(b) All eligible voters will be called according to the Membership number followed by the Committee Member.

(c) The counting of votes shall be carried out by the 5 Scrutineers appointed at from the General Meeting. Each of the candidates for any post in the Committee shall be entitled to send one observer during the vote counting process. The observer shall be a Member.

(d) The General Secretary shall inform the members of the result of the voting and the names of the members of the new Committee.

7.1.2 "An Annual General Meeting of the Association shall be held as soon as possible after the close of each financial year but not later than the month of June on a date and time and place to be decided by the Committee. At least one-half of the total voting members of the Association present twice the total number of

Committee members must be present at the Annual General Meeting for its proceedings to be valid and to constitute a quorum.

(a) All decisions and resolutions of the General Meetings shall be by way of a simple majority unless otherwise stated elsewhere in this Constitution and the Rules.

(b) The Committee shall inform the relevant authorities of any resolution decided at the General Meetings.

(c) The President, and with his authority, the Deputy President or General Secretary, shall have the power to announce any decisions, forward any views or state the stand of the Association, pertaining to any issues relating to the Association. The President shall have the right to be the spokesperson of the Association.

7.1.3 If half an hour the time appointed for the Annual General Meeting a quorum is not present, the meeting shall be postponed to a date (not exceeding 30 days) to be decided by the Committee; and if a quorum is not present half an hour after the time appointed for the postponed meeting, the members present shall have power to carry on with the business of the day but shall not alter the Rules of the Association or make decisions affecting the whole membership.

#### 7.1.4 Validity of Acts

(a) All acts done by the Committee, or any Sub-Committee, or any person acting as a Committee Member shall notwithstanding that it be afterwards discovered that there was some defect in the constitution of the Committee, any Sub-Committee or in the election or re-elections or appointment of any Committee Member, or Sub-Committee member or any person acting as aforesaid, or that any person was disqualified from holding office or was not entitled to vote, be as valid as if the Committee or any Sub-Committee had been properly constituted and as if every such person had been duly elected or re-elected or appointed or entitled to vote, and where appropriate, was qualified and had been a Committee.

#### 7.1.5 The business of the Annual General Meeting shall be:-

(a) To receive the Committee's report on the working of the Association during the previous year.

(b) To receive the Treasurer's report and the audited accounts of the Association for the previous year.

(c) To elect biennially a Committee and to appoint auditors.

(d) To deal with such other matters as may be put before it.

7.1.6 A preliminary notice of the Annual General Meeting stating the date, the time and the place of meeting and calling for motions for discussion at the meeting, motions for amendment of the rules and nominations for the election of the

Committee shall be sent by the General Secretary not later than 30 days before the date fixed for the meeting and this notice shall be prominently displayed at the registered address of the Association.

7.1.7 Nominations for election of Officers and motions discussion at the meeting shall be sent by the members not later than 14 days after the receipt preliminary notice.

7.1.8 The Secretary shall send at least 7 days before the Annual General Meeting an Agenda including copies of minutes and reports, motions and nominations for the election of Officer, together with the audited accounts of the Association for the previous year. Copies of these documents will be furnished to each member of the Association and also be made available at the registered place of business of the Association for the perusal members.

7.1.9 "An extraordinary General Meeting may be requisitioned by at least 40 members and shall be convened within 30 days of the receipt of such requisition. At least 21 days notice shall be given for the Extraordinary General Meeting."

7.1.10 The Committee may also hold an Extraordinary General Meeting at anytime it deems necessary. Paragraph B & C of this rule regarding the quorum and the postponement of an Annual General Meeting shall also apply to an extraordinary General Meeting but with the proviso that if no quorum is present after half an hour from the time appointed for a postponed Extraordinary General Meeting requisitioned by members, the meeting shall be cancelled, and no Extraordinary General Meeting shall be requisitioned for the same purpose until after the lapse of at least six months from the date thereof.

7.1.11 "The General Secretary shall forward to all members a copy of the minutes of each Annual and Extraordinary General Meeting as soon as possible after its conclusion".

7.1.12 During each General Meeting the President shall act as Chairman and carry out the following:

- (a) Ensure that the meeting is carried out in a proper manner;
- (b) Ensure that all matters discussed are as per the agenda;
- (c) Ensure that each member entitled to speak and refrains from using any crude, foul and/or offensive language and/or touches on issues relating to private or personal matters pertaining to any person;
- (d) Have the power to limit the time allocated for each member to speak to not more than 5 minutes;
- (e) Have the power to order any delegate to stop his speech in the event the member concerned violates any of the stipulated rules; and

(f) Have the power to order out from the venue of the meeting any delegate who continues to violate the rules of the meeting as set out herein and as a result of which the said delegate has interrupted the smooth and proper flow of the meeting.

## **CLAUSE 8 COMMITTEE**

8.1. A Committee consisting of the following, who shall be termed the office-bearers of the Association, shall be elected biennially at the alternate Annual General Meeting.

- (a) President (1)
- (b) Deputy President (1)
- (c) Vice President (2)
- (d) General Secretary (1)
- (e) Assistant Secretary (1)
- (f) Treasurer (1)
- (g) Committee Members (9)

8.1.1. All office-bearers of the Association and every other officer performing executive functions in the Association shall be Malaysian Citizens.

8.1.2. An ordinary member who has been a member for at least 12 months or more only, can be allowed to contest for seat in the Ordinary Committee Members.

8.1.3. An ordinary member who has been committee member of the Association for at least 12 months or one full term only can be allowed to contest for a seat in the main officials category viz. President, Deputy President, Vice President, General Secretary, Assistant Secretary and Treasurer of the Association.

8.1.4. That the President will appoint there (3) additional members into the committee.

8.2. The functions of the Committee is to organise and supervise the day to day activities of the Association and to make decisions on matters affecting its running within the general policy laid down by the General Meeting. The Committee may not act contrary to the expressed wishes of the General Meeting without prior reference to it and shall always remain subordinate to the General Meeting. It shall furnish a report to each Annual General Meeting on its activities during the previous year.



8.3. The Committee shall meet at least once every 3 months, and 7 days notice of each meeting shall be given to the Committee Members. The president acting alone, or not less than 7 of its members acting together may call for a meeting of the Committee to be held at any time. At least one half of the Committee Members must be present for its proceedings to be valid and to constitute a quorum.

8.4. Any member of the Committee who fails to attend three consecutive meetings of the Committee without satisfactory explanation shall be deemed to have resigned from the Committee.

8.5. In the event of the death or resignation a member of the Committee the candidate who received the next highest number of votes at the previous election for the post affected shall be invited to fill the vacancy. If there is no such candidate or it such candidate declines to accept office, the Committee shall have the power to co-opt any other Ordinary Member of the Association to fill the vacancy until the next Annual General Meeting. The Committee shall give instruction to the General Secretary and other Officers for the conduct of the conduct of the affairs of the Association. It may appoint such organiser and staff as it deems necessary. It may suspend or dismiss any organiser or member of the staff for neglect of duty, dishonesty, refusal to carry out the decision of the Committee, or for any other reason which it deems good and sufficient in the interest of the Association.

8.6. Between Annual General Meetings the Committee shall interpret the rules of the Association and when necessary, determine any point on which the rules are silent.

8.7. Except where they are contrary to or inconsistent with the policy previously laid down by the General Meeting, the decision of the Committee shall be binding on all members of the Association, unless and until superceded by a resolution of a General Meeting.

8.8. " A Committee Member shall be relieved of his post in any of the following the events :

(a) He is disqualified by virtue of Section 9A of the Societies Act 1966;

(b) He dies or he is and/or has been found or declared to be of unsound mind or for any other reason he is unable to perform his duties or unable to do so satisfactorily;

(c) if he is requested in writing by all his Co-Committee Member to resign and resolution that he was vacated office is thereafter passed at a meeting of the Committee by at least four-fifths of the Members of the full Committee;

(d) if, whilst a Committee Member of the Association and without the prior consent of his Co-Committee Members, he accepts the office of director or any other official capacity in any other association, company or body deemed by the Committee to be in direct competition with the business of the Association.

(e) he is an undischarged bankrupt;

(f) he ceases to be a Member of the Association; or

(g) he resigns by written notice to the President,"

#### 8.9. Disciplinary Action Against Member

8.9.1. All members of the Association shall be subjected to disciplinary action.

8.9.2. A Disciplinary Committee shall comprise of the President, General Secretary and Three (3) Committee Members duly appointed by the President.

8.9.3. A member shall not:

(a) act or behave in such a manner as to affect, let down or tarnish the good name of the Association or Malaysian Indian Contractors in general; and/or

(b) act or behave in any manner inconsistent with any rule of Law resulting in him being charged and convicted by any Court of Law for any criminal offence and sentenced to either a fine of not less than RM 2,000.00 (Malaysian Ringgit Two Thousand) only or jail term of not less than one(1) year and/or both; and/or

(c) be in breach of any provisions of this Constitution and the Rules; and/or

(d) act dishonestly, cheat,lie,commit theft or be in breach of trust or breach of duty in the carrying out of his duties and rights as a Member and/or as a Committee Member.

8.9.4. Any Member who breaches any of the above rules and/or acts in any manner inconsistent with the Constitution and the Rules of the Association may be liable to be referred to Disciplinary Committee.

8.9.5. The Disciplinary Committee after investigation shall submit its recommendation to the Committee who shall hereinafter deal with the Member.

8.9.6. The Committee shall have the right to suspend and/or to remove any of its Members who have committed a breach of Clause 7A(c) hereinabove.

8.9.7. The President and the General Secretary shall issue a show-cause signed both to the affected Member or Committee Member stating the reasons for taking action for suspending or removing him as a Member or Committee Member.

8.9.8. The said Member or Committee Member shall reply to the show-cause letter within fourteen (14) days of receipt the same. If the said Member or Committee Member fails to reply within the stipulated time period, then the Committee shall take whatever action it deems fit. A notice shall then be sent to the said Member or the Committee Member informing him of the decision of the Committee.

8.9.9. Within twenty-one (21) days of the receipt of the reply from the said Member or the Committee Member, the Committee shall meet and consider the reply before

taking whatever action it deems fit against the said Member or the Committee Member, including accepting his explanation, suspending him for a period of not more than six (6) months or removing him as a Member or the Committee Member. A notice shall then be sent to the said Member or the Committee Member informing him of the decision of the Committee. The decision of the Committee shall be final and shall bind all the affected parties.

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

9.1. "The President shall during his term of office preside all General Meeting and all meeting and all meetings of the Committee and shall be responsible for the proper conduct of all such meetings. He shall have a casting vote and shall sign the minutes of each meeting at the time they are approved. He shall, in conjunction with the General Secretary and Treasurer, sign all cheques on behalf of the Association. The term of office of a President shall not exceed Three terms whereby the President shall not seek re election at the end of the Second Term.

9.2. The Deputy President shall deputise for the President during the latter's absence.

9.3. The vice President shall deputise for the Deputy President during the latter's absence.

9.4. The General Secretary shall conduct the business of the Association in accordance with its rules and shall carry out the instruction of the General Meeting and of the Committee. He shall be responsible for conducting all correspondence and maintaining minutes books and all other necessary books documents and papers except the accounts and financial records. He shall attend all meetings and record the proceedings. He shall maintain a proper membership register of the members consisting of details such as name, identity card no., date/place of birth, occupation, name/address of employer and residential address. In conjunction with the President and the Treasurer he shall sign all cheques on behalf of the Association.

9.5. The Assistant General Secretary shall assist the General Secretary in carrying out his duties and shall act for him in his absence.

9.6. The Treasurer shall be responsible for the finance of the Association. He shall keep accounts of all financial transactions of the Association and shall be responsible for their correctness. He shall, in conjunction with the President and Treasurer sign all cheques on behalf of the Association.

9.7. The Ordinary Committee members shall carry out such duties as directed by the Committee.

9.8. "In the event of the death or resignation of a President, the Deputy President shall be appointed as President. The first Vice President shall be assume the position of as Deputy President. The Assistant Secretary shall be appointed as Secretary upon death or resignation of the current Secretary".

## **CLAUSE 10 FINANCIAL PROVISION**

10.1. Subject to the following provisions in these rules, the funds of the Association may be expended for any purpose necessary for the carrying out of its objects, including the expenses of its administration, the payment of salaries, allowances and expenses to its office bearers and paid staff and the audit of its accounts, but they shall on no account be used to pay the fine of any member who may be convicted in a court of law.

10.2. The Petty Cash of the Association and which shall be held by the Treasurer shall not exceed RM 1,000.00 (Ringgit Malaysia One Thousand) only at one time.

10.3. All cheques or withdrawal notices from the Association's account shall be signed jointly by the President, the General Secretary and the Treasurer.

10.4. No expenditure exceeding RM 1,000.00 (Ringgit Malaysia One Thousand Only) at any time shall be incurred without the prior sanction of the Committee. No expenditure RM 10,000 (Ringgit Malaysia Ten Thousand Only) shall be incurred without the approval the General Meeting.

10.5. The Financial Year for the Association shall commence on 1st January of each year and end on 31st December of the same year.

10.6. The Auditors appointed at the Annual General Meeting shall check and verify the Accounts and the Balance Sheets of the Association.

10.7. Subject to the following provisions in these rules, the funds of the Association may be expended for any purpose necessary for the carrying out of its objects, including the expenses of its administration, the payment of salaries, allowances and expenses to its office bearers and paid staff and the audit of its account, but they shall on no account be used to pay the fine of any member who may be convicted in a court of law.

## **CLAUSE 11 AUDITORS**

11.1. "Two persons, who shall not be office-bearers of the Associations shall be appointed by the Annual General Meeting biennially as Auditors. They shall hold office for 2 years only and shall not be reappointed for the following term".

11.2. The Auditor/Auditors shall be required to audit the accounts of the Association for the year, and to prepare a report or certificate for the Annual General Meeting. He/They may also be required by the President to audit the accounts of Association for any period within their tenure of office at any date and to make a report to the committee.

11.3. In the event of any death resignation of an Auditor the President has the power to appoint Member to replace the Auditor".

## **CLAUSE 12 PROPERTY ADMINISTRATOR**

12.1. Three Trustees, who must be over 21 years of age, shall be appointed at a General Meeting. They shall have vested in them all immovable property whatsoever belonging to the Association upon execution of a Deed of Trust.

12.2. The Trustees shall not sell, withdraw or transfer any of the property of the Association without the consent and authority of a General Meeting.

12.3. A Trustee may be removed from office by a General Meeting on the grounds that, owing to ill health, unsoundness of mind, absence from the country or any other reasons, he is unable to perform his duties or unable to do so satisfactorily. In the event of the death, resignation or removal of a Trustee the vacancy shall be filled by a General Meeting as soon as possible.

## **CLAUSE 13 INTERPRETATION**

13.1 Interpretation of the Constitution of the Organisation

13.1.1 In the period between two Annual General Meeting, the Committee shall interpret the constitution and the Committee, if necessary, can decide on matters that are not clear in this constitution.

13.1.2 Unless things that are contrary to or inconsistent with the principles stated in the general meeting, the decision of the members of the Committee is final unless changed by the general meeting.

## **CLAUSE 14 ADVISOR / PATRON**

14.1 The Committee may, if it deems it necessary, appoint people who are qualified to become Advisor / Patron of the Society provided the appointed person must give his consent in writing in advance

## CLAUSE 15 **PROHIBITION**

15.1. Neither the Association nor its members attempt to restrict or in any other manner interfere with the trade or prices or engage in any trade union activities as defined in the Trade Union Ordinance 1959.

15.2. The Association shall not hold any lottery, whether confined to its members or not, in the name of the Association or its office-bearers, Committee or members.

15.3. The Association is prohibited from having affiliation or connection outside Malaysia.

## CLAUSE 16 **AMENDMENT OF CONSTITUTION**

### AMENDMENTS

"These Rules may not be altered or amended except by resolution by simple majority in a general meeting. Such alterations or amendments shall take effect from the date of their approval by the Registrar of Societies. Any amendment to the rules shall be forwarded to the Registrar of Societies within 60 days of being passed by the general meeting."

## CLAUSE 17 **DISSOLUTION**

17.1 The Association may be voluntarily dissolved by a resolution of not less than three fifths of the total voting membership.

17.2 In the event of the Association being dissolved as provided above all debts and liabilities legally incurred on its behalf shall be fully discharged and the remaining funds shall be disposed of in such manner as may be decided upon by a General Meeting.

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

1. Flag
  - 
  - Description
  -
2. Logo



Description

- 1) Dark blue colour symbolizes professionalism in the Construction Industry.
  - 2) Light blue colour symbolizes integrity and honesty in carrying out the work with safety in everyday life.
  - 3) The white colour symbolizes honesty and cleanliness in executing contracts.
  - 4) White hill symbolizes that effort brings success.
  - 5) The shape of the hill with the line in the middle represents the path towards progress.
  - 6) White line in the middle symbolizes the road. This signifies that most of its members are road work contractors.
  - 7) PKIM means Malaysian Indian Contractors Association. (Persatuan Kontraktor India Malaysia).
3. Badge
- - Description
  -

## CLAUSE 19 **DEFINITIONS**

19.1. In this Constitution and the Rules, unless inconsistent with the context, the singular shall include the plural, and the masculine the feminine, and vice versa, and the following words and expressions shall bear the following meanings.

- a) 'Member' means an Ordinary Member, and Life Member.
- b) 'Malaysian Indian' means a person who is recognized as a Malaysian Indian under the relevant laws of Malaysia.
- c) 'Contractors' means a person, firm or company involved in any business or industries related to building, development, construction, cleaning, civil and/or mechanical and/or electrical engineering, metal works, road works, (including bridges and interchanges) and all works related to the above.
- d) 'Contracting Business' means all works, business and industries as set out in the definition of Contractor above.
- e) 'Firm or Company' means any firm or company that is registered with the relevant authorities in Malaysia.
- f) 'Professional' means any Malaysian Indian professional involved in the Contracting Business as defined above.

g) 'Association' means PKIM

h) 'Trustee' means a trustee and/or trustees appointed under Clause 11

i) 'Committee' means the Committee elected at the Annual General Meeting under Clause 6 hereof.

j) 'Office Bearers of the Association' means the President, Deputy President, Vice-Presidents, General Secretary, Assistant General Secretary, Treasurer and Committee Member elected under Clause 6 hereof.

k) 'General Meeting' means the Annual General Meeting of the Association or the Extraordinary General Meeting of the Association.

i) 'Term of Office' means Two Years.

## **CLAUSE 20 COMMON SEAL**

20.1 The Common Seal of the Association shall bear the name of the Association in a circle enclosing the Association's initials.

20.2 The Common Seal shall be kept at the Registered Office or at such other place as the Council may from time to time determine, and shall be in the custody of such individual as the Council may from time to time direct.

20.3 The Common Seal shall not be used without the authority of the Council and when used or affixed to any document, such document shall be countersigned by such individuals as the Council may authorize for the purpose from time to time. All documents so sealed and countersigned shall be deemed to be validly executed by the Association.