

**THE COMPANIES ACT, CHAP. 81:01**  
**BY-LAW NO. 1 OF**  
**MAPLE LEAF INTERNATIONAL SCHOOL ASSOCIATION**

A By-Law relating generally to the conduct of the affairs of Maple Leaf International School Association (hereinafter called "the Company") duly adopted the        day of                                2009.

1.        **INTERPRETATION**

1.1        In this By-law and all other By-Laws of the Company, unless the context otherwise requires:

- (a)        **"Act"** means **the Companies Act, Chap. 81:01** as from time to time amended and every statute substituted therefor and, in the case of such substitution, any references in the By-laws to provisions of **the Act** shall be read as references to the substituted provisions therefor in the new statute or statutes;
- (b)        **"Articles"** means the Articles of Continuance of the Company as amended from time to time.
- (c)        **"School"** means that educational institute known as Maple Leaf International School now located at Alyce Heights Drive, Alyce Glen which is managed and run by the Company.
- (d)        **"Member"** means an Existing Member whose membership has not ceased in accordance with the By-Laws or an individual accepted as a member of the Company and whose membership has not ceased in accordance with the By-Laws.
- (e)        **"Existing Member"** means an individual who is a member of the Company at the date of the resolution of the directors making this By-law.
- (f)        **"Regulations"** means any regulations made under **the Act** as from time to time amended, and every regulation substituted therefor and, in the case of such substitution, any references in the By-laws to provisions of the Regulations shall be read as references to the substituted provisions therefor in the new regulation or regulations;
- (g)        **"By-laws"** means any By-law of the Company from time to time in force;
- (h)        all terms contained in the By-laws and defined in **the Act** or the Regulations shall have the meanings given to such terms in **the Act** or the Regulations; and
- (i)        the singular includes the plural and the plural includes the singular; the masculine gender includes the feminine and neuter genders; the word **"person"** includes bodies corporate, companies, partnerships, syndicates, trusts and any association of persons; and the word **"individual"** means a natural person.

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2. **REGISTERED OFFICE**

The registered office of the Company shall be in Trinidad and Tobago at such address as the directors may fix from time to time by resolution.

3. **MEMBERSHIP**

3.1 There shall be one class of membership. Apart from Existing Members, who shall remain members of the Company until their membership has ceased in accordance with the By-Laws, membership in the Company shall be open to every natural mother and father who has one or more child enrolled in the School provided always that where any such child or any such children, as the case may be, is in the care of a legal guardian, only that legal guardian, and not the mother and/or father, shall be eligible for membership.

3.2 Application for membership shall be made to the directors of the Company in such form as the directors shall from time to time prescribe and shall be supported by such evidence as may be required.

3.3 All applications for membership shall be considered and granted by a resolution of the directors at any meeting of the directors duly called for such purpose. The directors may in their discretion refuse any such application if they think it is not desirable that the applicant be admitted to membership of the Company.

3.4 The interest of a Member is not transferable and lapses and ceases to exist upon the death of a Member or when he ceases to be a Member by resignation or otherwise in accordance with the By-laws.

3.5 Every person on becoming a Member and so long as he remains a Member thereof shall be bound by agreement to the provisions of the Articles and By-laws.

3.6 Every Member shall be bound to further to the best of his ability the interest and influence of the Company and the School.

4. **ENTRANCE FEES**

4.1 Every Member other than an Existing Member shall pay a non- refundable fee on being admitted to membership in an amount of \$50.00 or such other amount as may be determined by resolution of the directors from time to time.

5. **CESSATION OF MEMBERSHIP**

5.1 Any Member may withdraw from membership by giving fourteen (14) days notice to the Company in writing to that effect and shall upon expiry of such notice cease to be a Member. A Member may, with the consent of the directors, withdraw any such notice before it becomes effective.

5.2 The membership of any mother, father or legal guardian shall automatically cease upon their no longer having any children enrolled in the School.

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- 5.3 If any Member fails to pay the entrance fee within one (1) month after the same shall become due, the directors may order his name to be struck off the list of Members whereupon he shall cease to be a Member of the Company.
- 5.4 If any Member refuses or neglects to comply with the provisions of the Articles or the By-laws or conducts himself in a way which in the opinion of the directors is or may be injurious to the Company or the School, the directors may by notice in writing call upon him to resign. If such Member when called upon to resign does not do so within twenty eight (28) days of the receipt of such notice then he may forthwith be expelled by the directors after a resolution for this purpose has been passed by a majority of not less than two-thirds of the Members present and voting at a specially convened meeting of the Members, provided he is first given an opportunity of being heard by the Members present at such meeting.
- 5.5 A Member to whom **paragraph 5.4** of this By-law has been applied shall not thereafter be entitled to membership of the Company.
- 5.6 A Member resigning or ceasing to be a Member or expelled under **paragraphs 5.2, 5.3 or 5.4** shall nevertheless remain liable for all monies then due from him to the Company.
- 5.7 An Existing Member shall automatically cease to be a Member from the date of the resolution of Members confirming or amending this By-Law.

6. **OFFICERS**

6.1 **General**

The directors shall, by resolution appoint a secretary of the Company ("the Secretary"), and may from time to time as they deem necessary, appoint a Principal, one or more Vice Principal(s) and/or a Treasurer. The directors may from time to time appoint such other officers and agents as they deem necessary who shall have such authority and power and duties as may from time to time be delegated by the directors. The officers shall be appointed by the directors of the Company upon such terms and conditions and with such delegated powers and as the directors may think fit.

6.2 **Delegation**

In the case of the absence, or inability to act, of the Principal, Vice Principal (s), Treasurer, Secretary or any other officer of the Company or for any other reason that the directors may deem sufficient, the directors may delegate all or any of the powers of such officer to any other officer or to any director for the time being.

6.3 **Vacation of Office**

All officers appointed by the directors under **paragraph 6.1** above shall be subject to removal by resolution of the directors at any time, with or without cause.

6.4 **Principal**

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The Principal (if any) shall be the chief executive officer of the School and shall have full authority to manage and direct the business and affairs of the School (except such matters, powers and duties as by law must be transacted or performed by the directors or by the Members in general meetings, and such other powers and duties as are specifically reserved by the directors or delegated directly to other officers) and to employ and discharge agents and employees of the Company. The Principal shall not, however, enter into any contract on behalf of the School which engages the School in a liability exceeding \$50,000.00 per annum. The Principal shall conform to all lawful orders given to him by the directors of the Company. He shall at reasonable times give to the directors, any committee of directors, or any of them all information they may require regarding the affairs of the School. PROVIDED HOWEVER that no director or committee of directors shall be entitled to any information regarding a student to the School unless a request for such information is made by the Board of Directors.

**6.5 Vice Principal(s)**

The Vice Principal (s) (if any) shall be vested with all the powers and shall perform all duties of the Principal in his absence or inability or refusal to act as the Principal. PROVIDED HOWEVER that where any power resides in the Principal by reason of a particular qualification which he holds then such power shall not vest in the Vice Principal (s) unless the Vice-Principal (s) is/are similarly qualified. The Vice Principal (s) shall possess and exercise such other powers and duties as may from time to time be delegated to him by the directors.

**6.6 Treasurer**

The Treasurer (if any) shall be responsible for the receipt and disbursement of the Company's funds and for collection of entrance fees and shall have the care and custody of all the funds and securities of the Company and shall deposit the same in the name of the Company in such bank or banks or with such depository or depositories as the directors may direct. He shall keep or caused to be kept proper accounts and render statements and reports to the Company as may be determined by the directors. He shall perform such other powers and duties as the directors may delegate to him.

**6.7 Secretary**

The Secretary shall, when present, act as secretary of all meetings of directors, committees of directors, and committee of Members, shall have charge of the minute books of the Company and the documents and registers referred to in **Section 177** of the **Act**, and shall perform such other duties as the directors may delegate to him.

**7. DIRECTORS**

**7.1 Number and Powers**

The affairs of the Company shall be managed by a board of directors consisting of not less than three (3) and not more than twelve (12) directors. The directors may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not by these By-laws the Articles or any special resolution of the

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Company or the Act expressly directed or required to be done by the Company at a general meeting of the Company.

**7.2 Make Up of the Board of Directors and Filling Casual Vacancies**

7.2.1 Subject to **sub-paragraph 7.2. 4** below, at least two thirds (2/3) of the directors shall, at all times, be Members so that if:

- (a) there are three (3) directors at least two (2) of them shall be Members; or
- (b) there are four (4) directors at least three (3) of them shall be Members; or
- (c) there are five (5) directors at least four (4) of them shall be Members; or
- (d) there are six (6) directors at least four (4) of them shall be Members; or
- (e) there are seven (7) directors at least five (5) of them shall be Members; or
- (f) there are eight (8) directors at least six (6) of them shall be Members; or
- (g) there are nine (9) directors at least six (6) of them shall be Members; or
- (h) there are ten (10) directors at least seven (7) of them shall be Members; or
- (i) there are eleven (11) directors at least eight (8) of them shall be Members; or
- (j) there are twelve (12) directors at least eight (8) of them shall be Members

7.2.2 Sagicor Life Inc. ("Sagicor") shall have the right , so long as the School is located at premises rented from Sagicor, to appoint in writing one of its managers as a director of the Company (the "Sagicor Director").

7.2.3 If a casual vacancy occurs among the directors and the two thirds (2/3) requirement in **sub-paragraph 7.2.1**:

7.2.3.1 is not satisfied, the directors shall appoint a Member to fill the vacancy unless the vacancy exists with respect to the Sagicor Director in which case Sagicor may appoint in writing one of its managers to fill the vacancy; or

7.2.3.2 is satisfied, the directors may, at their discretion, appoint any person who the directors consider suitable to fill the vacancy unless the

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vacancy exists with respect to the Sagicor Director in which case Sagicor may appoint in writing one of its managers to fill the vacancy;

and such appointed director shall hold office for the un-expired term of his predecessor.

7.2.4 If at the date of the adoption of this By-Law No.1 the two thirds (2/3) majority requirement set out in **sub-paragraph 7.2.1** above is not met, the directors who are not Members (**“the Original Non-Member Directors**) at such date shall not be obligated to resign by virtue of **paragraph 7.2.1** and may at their discretion nevertheless continue to serve as directors until they vacate office in accordance with **paragraph 7.7**.

7.2.5 For the avoidance of doubt, in the event that the two thirds (2/3) majority requirement set out in **sub-paragraph 7.2.1** above is not met at any time (including as a result of any Original Non-Member Directors sitting on the board of directors), the Members and the directors shall:

(a) not be entitled to nominate, appoint or elect any director(s) that would result in an increase in the proportion of non-Members among the directors; and

(b) when seeking to replace any of the Original Non-Member Directors replace such Original Non-Member Directors with Members

unless and until the two third (2/3) requirement under **paragraph 7.2.1** is satisfied

7.2.6 Nothing in sub-paragraph 7.2.5 shall take away from the right of Sagicor to appoint one of its managers a director of the Company pursuant to sub-paragraph 7.2.2 above.

**7.3 Election and Appointment**

7.3:1 Subject to paragraph 7.2 directors shall be elected by ordinary resolution at an annual meeting of the Members called for that purpose

7.3:2 Subject to **paragraph 7.2** candidates for election as a director shall be proposed and seconded by Members entitled to vote and present at meetings of the Members called for the purpose.

**7.4 Qualification**

Every director shall be an individual eighteen (18) or more years of age who is not

7.4.1 a teacher of the School or a member of the School administration or executive;

7.4.2 an executive of the Parents Teachers Association; or

7.4.3 disqualified under paragraph 7.7.

**7.5 Term of Office**

- 7.5.1 Unless sooner determined, a director's term of office shall, subject to the provisions, if any, of the Articles, be for a term commencing from the date of the meeting at which the director is elected until the conclusion of the second annual meeting next following or until a successor director is elected; PROVIDED that in the case of a Sagicor Director his term of office shall be for a term of two years commencing from the date of his appointment in writing.
- 7.5.2 Subject to the requirements of **sub-paragraph 7.2.1**, a director shall be eligible for re-election.

**7.7 Vacation of office**

- 7.7.1 A director shall cease to be a director:-
- (a) if he resigns his office under **sub-paragraph 7.7.2**;
  - (b) if he is removed from office under **sub-paragraph 7.7.3**;
  - (c) if he becomes bankrupt, having been adjudged bankrupt or otherwise declared bankrupt under any law enforced in Trinidad and Tobago or elsewhere;
  - (d) if he is found to be mentally ill;
  - (e) if an order disqualifying him from being a director is made by the Court under **Sections 69, 399(A) or 447 (4A)** of the Act;
  - (f) if he is convicted of any criminal offence involving fraud or dishonesty;
  - (g) if he shall fail to attend five (5) consecutive meetings of the directors, unless the directors otherwise determine.
  - (h) in the case of a Sagicor director, if he ceases to be a manager of Sagicor.
  - (i) In the case of a director other than a Sagicor director, if he ceases to be a Member and as a result of such cessation the two-thirds (2/3) majority requirement set out in sub-paragraph 7.2.1 above is not met.
- 7.7.2 A director may resign his office by notice in writing to the Company. Such resignation shall become effective at the time it is delivered to the Company or at the time specified in the notice, whichever is later.
- 7.7.3 The Members may, by a resolution passed by a majority of the Members present in person or by a duly appointed proxy and voting at a specially convened meeting of the Members where at least one half (1/2) of the Members entitled to vote at such meeting are present in person or by a duly appointed proxy, remove any director other than the Sagicor Director from office and the vacancy created

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by the removal of a director may be filled by a majority vote of the Members present at such meeting and the person elected to fill the vacancy shall hold office for the un-expired term of office of the director who was removed, provided always that if the vacancy created by the removal is not filled by the Members at such meeting it may be filled by the directors as if it were a casual vacancy.

7.7:4 A retiring director shall cease to hold office at the close of the meeting at which his successor is elected unless such meeting was called for the purpose of removing him from office as a director in which case the director so removed shall vacate office forthwith upon the passing of the resolution for his removal.

**8. MEETINGS OF DIRECTORS**

**8.1 Place**

Meetings of the directors and of any committee of the directors may be held either at the registered office of the Company or at any other place within or outside Trinidad and Tobago.

**8.2 Convener**

A meeting of directors may be convened by the Secretary on the direction of the Chairman of the directors, or on the written request of any two (2) directors.

**8.3 Notice**

The notice of any such meeting shall specify the purpose of, or the business to be transacted at, the meeting. Notice of any such meeting shall be served in the manner specified in **paragraph 12.1** below not less than seven (7) days (exclusive of the day on which the notice is delivered or sent but inclusive of the day for which notice is given) before the meeting is to take place. It shall not be necessary to give notice of a meeting of the directors to a newly elected or appointed director for a meeting held immediately following the election of directors by the Members or on the appointment to fill a vacancy among the directors.

**8.4 Waiver of Notice**

A director may waive notice of a meeting of the directors in writing before, at or after the meeting. An attendance of a director at a meeting of the directors shall constitute a waiver of notice of the meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

**8.5 Telephone participation**

Where the other directors attending a meeting of the directors consent thereto, (either at, before or after the meeting), a director may participate in a meeting of directors or of any committee of directors by means of such telephone or other communication facilities as permit all persons participating in the meeting to hear each other, and a director

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participating in a meeting by such means shall be deemed for the purposes of the **Act** to be present at that meeting.

**8.6 Quorum**

A majority of the directors then in office, or where a majority is less than four, four directors, shall form a quorum for the transaction of business. Notwithstanding any vacancy among the directors, a quorum may exercise all the powers of the directors. No business shall be transacted at a meeting of directors unless a quorum is present.

**8.7 Vacancies**

The directors may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the number fixed by or pursuant to this By-law as the necessary quorum of directors, or if there has been a failure to elect the number or minimum number of directors required by the Articles, the directors then in office shall forthwith call a special meeting of Members to fill the vacancy (other than a vacancy in respect of the Sagicor Director which can only be filled by a manager of Sagicor appointed in writing by Sagicor) and, if they fail to call a meeting, or if there are no directors then in office, the meeting may be called by any Member.

**8.8 Chairman**

The directors may elect a chairman of their meetings ("the Chairman") and determine the period for which he is to hold office; but, if no such Chairman is elected, or if at any meeting the Chairman is not present within five (5) minutes after the time appointed for holding the same, the directors present may choose one of their number to act as chairman of the meeting.

**8.9 Voting**

Questions arising at any meeting of the directors shall be decided by a majority of votes of those directors present. In case of an equality of votes, the Chairman of the meeting in addition to his original vote shall have a second or casting vote.

**8.10 Resolution in lieu of meeting**

Notwithstanding any of the foregoing provisions of this By-law, a resolution in writing signed by all the directors entitled to vote on that resolution at a meeting of the directors or any committee of the directors is as valid as if it had been passed at a meeting of the directors or any committee of the directors.

**8.11 Validity of acts where election or appointment defective**

All acts done by any meeting of the directors or of a committee of directors or by any person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the election or appointment of such director or person acting as aforesaid, or that they or any of them were disqualified, or that the two-thirds (2/3) majority requirement set out in sub-paragraph 7.2.1 above had not been met, be as

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valid as if every such person had been duly elected or appointed and was qualified to be a director.

**9. FOR THE PROTECTION OF DIRECTORS AND OFFICERS**

- 9.1 No director or officer of the Company shall be liable to the Company for:-
- 9.1:1 the acts, receipts, neglects or defaults of any other director or officer or employee or for joining in any receipt or act for conformity;
  - 9.1:2 any loss, damage or expense incurred by the Company through the insufficiency or deficiency of title to any property acquired by the Company or for or on behalf of the Company;
  - 9.1:3 the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Company shall be placed out or invested;
  - 9.1:4 any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, including any person with whom any moneys, securities or effects shall be lodged or deposited;
  - 9.1:5 any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Company;
  - 9.1:6 any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto,

unless the same happens by or through his failure to exercise the powers and to discharge the duties of his office honestly and in good faith with a view to the best interests of the Company and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

- 9.2 Nothing herein contained shall relieve a director or officer from the duty to act in accordance with **the Act** or Regulations made thereunder or relieve him from liability for a breach thereof.
- 9.3 The directors for the time being of the Company shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name, or on behalf, of the Company, except such as are submitted to and authorized or approved by the directors.
- 9.4 If any director or officer of the Company is employed by or performs services for the Company otherwise than as a director or officer or is a Member of a firm or a shareholder, director or an officer of a body corporate which is employed by or performs services for the Company, the fact of his being a Member, director or officer of the Company shall not disentitle such director or officer or such firm or body corporate, as the case may be, from receiving proper remuneration for such services.

**10. MEETINGS OF MEMBERS**

**10.1 Annual Meeting**

Subject to the provisions of **Section 109 of the Act**, the annual meeting of the Members shall be held on such day in each year and at such time as the directors may by resolution determine at any place within Trinidad and Tobago or, if all the Members entitled to attend and vote at such meeting so agree, outside Trinidad and Tobago.

**10.2 Special Meetings**

Special meetings of the Members may be convened by order of the directors at any date and time and at any place within Trinidad and Tobago or, if all the Members entitled to attend and vote at such meetings so agree, outside Trinidad and Tobago.

**10.3 Requisition of Members**

The directors shall, on the requisition of five percent (5%) of the Members that have a right to vote at the meeting requisitioned, forthwith convene a meeting of Members, and in the case of such requisition the following provisions shall have effect:

10.3:1 the requisition must state the purposes of the meeting and must be signed by the requisitionists and deposited at the registered office of the Company, and may consist of several documents in like form each signed by one or more of the requisitionists;

10.3:2 if the directors do not, within twenty-one (21) days' from the date of the requisition being so deposited, proceed to convene a meeting, the requisitionists or any of them may themselves convene the meeting, but any meeting so convened shall not be held after three (3) months from the date of such deposit;

10.3:3 unless **sub-section (3) of Section 133** of the Act applies, the directors shall be deemed not to have duly convened the meeting if they do not give such notice as is required by the Act within fourteen (14) days from the deposit of the requisition;

10.3:4 any meeting convened under this paragraph by the requisitionists shall be called as nearly as possible in the manner in which meetings are to be called pursuant to the By-laws and **Divisions 5 and 6 of Part III** of the Act.

**10.4 Notice**

A printed, written or typewritten notice, or a notice sent by facsimile or electronic mail, stating the day, hour and place of the meeting shall be given by serving such notice on each Member entitled to attend such meeting, on each director and on the auditor of the Company (if any) in the manner specified in **paragraph 12.1** hereof, not less than twenty-one days' (21) or more than fifty days' (50) (in each case exclusive of the day on which the notice is delivered or sent and of the day for which notice is given) before the date of the meeting in the case of an Annual or Special Meeting of the membership. Notice of a meeting at which special business is to be transacted shall state (a) the nature of that business in sufficient detail to permit the Member to form a reasoned judgment thereon, and (b) the text of any special resolution to be submitted to the meeting.

**10.5 Waiver of Notice**

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A Member and any other person entitled to attend a meeting of Members may in any manner waive notice of a meeting of Members in writing before, at or after the meeting. Attendance of any such person at a meeting of Members shall constitute a waiver of notice of the meeting except where such person attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

**10.6 Omission of Notice**

The accidental omission to give notice of any meeting or any irregularity in the notice of any meeting or the non-receipt of any notice by any Member, director or the auditor of the Company shall not invalidate any resolution passed or any proceedings taken at any meeting of the Members.

**10.7 Votes**

Every question submitted to any meeting of Members shall be decided in the first instance by a show of hands unless a person entitled to vote at the meeting has demanded a ballot and, if the articles so provide, in the case of an equality of votes the chairman of the meeting shall on a ballot have a casting vote in addition to any votes to which he may be otherwise entitled.

10.7:1 At every meeting at which he is entitled to vote, every Member, proxy holder or individual authorized to represent a Member who is present in person shall have one vote on a show of hands. Upon a ballot at which he is entitled to vote, every Member, proxy holder or individual authorized to represent a Member shall, subject to the articles, have one vote.

10.7:2 At any meeting unless a ballot is demanded, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

10.7:3 When the Chairman appointed under **paragraph 8.8** is absent, the persons who are present and entitled to vote shall choose another director as chairman of the meeting; but if no director is present or all the directors present decline to take the chair, the persons who are present and entitled to vote shall choose one of their number to be chairman.

10.7:4 A ballot may, either before or after any vote by a show of hands, be demanded by any person entitled to vote at the meeting. If at any meeting a ballot is demanded on the election of a chairman or on the question of adjournment, it shall be taken forthwith without adjournment. If at any meeting a ballot is demanded on any other question or as to the election of directors, the vote shall be taken by ballot in such manner and either at once, later in the meeting or after adjournment as the chairman of the meeting directs. The result of a ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. A demand for a ballot may be withdrawn.

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10.7: 5. No Member shall be entitled to vote at any meeting of the Company unless all subscriptions due and payable by such Member are full paid up.

**10.8 Proxies**

Votes at meetings of Members may be given either personally or by proxy .

10.8:1 A proxy shall be executed by the Member or his attorney authorized in writing and is valid only at the meeting in respect of which it is given or any adjournment thereof.

10.8:2 A person appointed by proxy need not be a Member.

10.8:3 Subject to the provisions of Part V of the Regulations, a proxy may be in the following form:

**The undersigned Member of the Maple Leaf International School Association hereby appoints \_\_\_\_\_ of \_\_\_\_\_, or failing him, \_\_\_\_\_ of \_\_\_\_\_ as the nominee of the undersigned to attend and act for the undersigned and on behalf of the undersigned at the meeting of the Members of the said Company to be held on the \_\_\_\_\_ day of 20\_\_, and at any adjournment or adjournments thereof in the same manner, to the same extent and with the same powers as if the undersigned were present at the said meeting or such adjournment or adjournments thereof.**

DATED this \_\_ day of \_\_\_\_\_ 20\_\_.

**Signature of Member**

**10.9 Adjournment**

The chairman of any meeting may, with the consent of the meeting, adjourn the same from time to time to a fixed time and place and no notice of such adjournment need be given to the Members unless the meeting is adjourned by one or more adjournments for an aggregate of thirty days or more in which case, notice of the adjourned meeting shall be given as for an original meeting. Any business that might have been brought before, or dealt with at, the original meeting in accordance with the notice calling the same may be brought before, or dealt with at, any adjourned meeting for which no notice is required.

**10.10 Quorum**

Subject to **the Act** , **sub-paragraph 7.7.3** and **paragraph 17** , a quorum for the transaction of business at any meeting of the Members (including any requisitioned meeting) shall be one-fifth (1/5) of the Members entitled to vote at such meeting present in person or by a duly appointed proxy holder of a Member so entitled. If a quorum is not present within thirty (30) minutes of the time fixed for a meeting of Members, the persons present and entitled to vote may adjourn the meeting to a fixed time and place but may not transact any other business. If no quorum is present within thirty (30) minutes of the time fixed for the adjourned meeting then, except in the case of an annual meeting when the persons present shall constitute a quorum, the meeting shall be dissolved.

10.11 **Resolution in lieu of meeting**

Notwithstanding any of the foregoing provisions of this by-law, a resolution in writing signed by all the Members entitled to vote on that resolution at a meeting of the Members is, subject to **Section 132 of the Act**, as valid as if it had been passed at a meeting of the Members.

11. **COMMITTEES**

11.1 The directors may from time to time as deemed necessary appoint committees consisting of such number of directors or Members as may be deemed desirable and may prescribe their duties.

11.2 Any committee so appointed may meet for the transaction of business, adjourn and otherwise regulate its meetings as it thinks fit. Unless otherwise determined by the directors, a majority of the Members of a committee shall be a quorum. The Members of a committee may elect a chairman at a meeting of the committee. Questions arising at any meeting of a committee shall be decided by a majority of votes and, in case of an equality of votes, the chairman of the meeting shall have a second or casting vote.

12. **NOTICES**

12.1 **Method of giving notice:**

Any notice or other document required by **the Act**, the Regulations, the Articles or the By-laws to be sent to any Member, director or auditor may be delivered personally or sent by prepaid mail, fax or electronic mail, to any such person at his latest address as shown in the records of the Company and to any such director at his latest address as shown in the records of the Company or in the latest notice filed under **Section 71 or 79 of the Act**, and to the auditor at his business address.

12.2 **Waiver of Notice**

Unless provided otherwise herein, notice may be waived or the time for the notice may be waived or abridged at anytime with the consent in writing of the person entitled thereto.

12.3 **Undelivered notices**

If a notice or document is sent to a Member by prepaid mail in accordance with this paragraph and the notice or document is returned on three (3) consecutive occasions because the Member cannot be found, it shall not be necessary to send any further notices or documents to the Member until he informs the Company in writing of his new address.

12.4 **Signature of notices**

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The signature of any director or officer of the Company to any notice or document to be given by the Company may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

**12.5 Computation of time**

Where a notice extending over a number of days or other period is required under any provisions of the articles or the by-laws, the day of sending the notice shall, unless it is otherwise provided, be counted in such number of days or other period.

**12.6 Proof of service:**

Where a notice required under **paragraph 12.1** hereof is delivered personally to the person to whom it is addressed or delivered to his address as mentioned in **paragraph 12.1** hereof, service shall be deemed to be at the time of delivery of such notice.

12.6:1 Where such notice is sent by post, service of the notice shall be deemed to be effected forty-eight (48) hours after posting if the notice was properly addressed and posted by prepaid mail.

12.6:2 Where the notice is sent by fax or electronic mail, service is deemed to be effected on the date on which the notice is so sent.

12.6:3 A certificate of an officer of the Company in office at the time of the making of the certificate as to facts in relation to the delivery or sending of any notice shall be conclusive evidence of those facts.

**13. CHEQUES, DRAFTS AND NOTES**

All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such directors, officers or persons and in such manner as the directors may from time to time designate by resolution.

**14. EXECUTION OF INSTRUMENTS**

14.1 Contracts, documents or instruments in writing requiring the signature of the Company may be signed by such directors, officers or other duly authorized persons as the directors may appoint by resolution from time to time, and all contracts, documents and instruments in writing so signed shall be binding upon the Company without any further authorization or formality.

14.2 The common seal of the Company shall not be affixed to any instrument except with the authority of the directors and in the presence of two (2) directors or one (1) director and the Secretary, or by any officers or persons appointed pursuant to **paragraph 14.1**.

**15. SIGNATURES**

The signature of the Principal, Vice Principal(s), Treasurer, Secretary or any director of the Company or of any officer or person, appointed pursuant to **paragraph 14.1** hereof by resolution of the directors may, if specifically authorized by resolution of the directors, be printed, engraved, lithographed or otherwise mechanically reproduced upon any contract, document or instrument in

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writing, bond, debenture or other security of the Company executed or issued by or on behalf of the Company. Any document or instrument in writing on which the signature of any such officer or person is so reproduced shall be deemed to have been manually signed by such officer or person whose signature is so reproduced and shall be as valid to all intents and purposes as if such document or instrument in writing had been signed manually and notwithstanding that the officer or person whose signature is so reproduced has ceased to hold office at the date on which such document or instrument in writing is delivered or issued.

16. **FINANCIAL YEAR**

The directors may from time to time by resolution establish the financial year of the Company.

17. **REPEAL AND AMENDMENT OF BY-LAWS**

No repeal of or amendment to this By-law No.1 shall be effective unless confirmed by a resolution passed by a majority of the Members present in person or by a duly appointed proxy and voting at a meeting of the Members where at least one quarter (1/4) of the Members entitled to vote at such meeting are present in person or by a duly appointed proxy.

Dated this            day of            2009.

Corporate Seal

\_\_\_\_\_  
Director

\_\_\_\_\_  
Secretary