

CONSTITUTION

PERSATUAN PEMBELAJARAN - PENGAJARAN BAHASA INGGERIS PULAU PINANG (PENANG ENGLISH LANGUAGE LEARNING AND TEACHING ASSOCIATION - PELLTA)

CLAUSE 1 **NAME**

1. The Association shall be known as

**PERSATUAN PEMBELAJARAN - PENGAJARAN BAHASA INGGERIS PULAU
PINANG (PENANG ENGLISH LANGUAGE LEARNING AND TEACHING
ASSOCIATION - PELLTA)**

Hereinafter referred to as "the Association".

2. Meaning of name :
3. Level : **Negeri**

CLAUSE 2 **ADDRESS**

1. The registered address is

**BLOK 107-16-05, GAMBIR HEIGHTS, PERSIARAN BUKIT GAMBIR 1,
11700 GELUGOR
PULAU PINANG**

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

**BLOK 107-16-05, GAMBIR HEIGHTS, PERSIARAN BUKIT GAMBIR 1,
11700 GELUGOR
PULAU PINANG**

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

CLAUSE 3 **OBJECTIVE**

The objectives of the Association are:

- (a) To assist in the promotion of English Language Learning and Teaching to
speakers of other languages.
- (b) To provide a forum for the sharing of experiences in the learning and teaching of

English.

(c) To organise seminars, courses, lectures and other appropriate activities.

(d) To provide teachers with the opportunity to do research and write articles.

(e) To publish bulletins, newsletters, journals when practicable.

(f) To acquire movable or immovable properties and such other facilities for the purpose of English language learning and teaching.

(g) To raise funds for the attainment of the above objectives with the prior approval of the authorities concerned.

CLAUSE 4 MEMBERSHIP

4.1 Membership is open to all teachers of English, and all who are professionally concerned with the teaching and learning of English. Membership is individual, institutions as such are not eligible for membership.

4.2 Every application for membership shall be forwarded to the Secretary who shall, at the first convenient opportunity, submit it to the Committee for approval. The Committee may at its discretion reject any application without assigning any reason thereof.

4.3 Every applicant whose application has been approved shall, upon payment of the prescribed entrance fee and first annual subscription of the Association, be entitled to all the privileges of membership.

CLAUSE 5 RESIGNATION AND TERMINATION

5.1 Any member who wishes to resign from the Association shall give two weeks' notice in writing to the Secretary and shall pay all dues.

5.2 The Association reserves the right to terminate membership of any individual who behaves in any way detrimental to the well being of the Association after both parties have presented their case to the general body or found to have contravened the rules and regulations of the Association.

CLAUSE 6 SOURCE OF INCOME

6.1 The entrance fee and subscription payable shall be as follows :

Entrance fee : RM10.00

Annual subscription : RM20.00

Duration of membership is one calendar year commencing 1st January.

6.2 The Committee shall have the power to charge re-entrance fee for any person who has allowed his membership to lapse through arrears.

6.3 Special subscriptions or levies for particular purposes 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 as monies owing to the Association and the individual concerned shall be deemed responsible.

CLAUSE 7 GENERAL MEETING

7.1 The supreme authority of the Association is vested in a general meeting of the members. At least one half of the total membership of the Association or twice the Committee members, whichever is the lesser, must be present at a general meeting for its proceedings to be valid and to constitute a quorum.

7.2 If half an hour after the time appointed for the meeting a quorum is not attained, the meeting shall be postponed to a date to be decided by the Committee; and if a quorum is not attained half an hour after the time appointed for the postponed meeting, the members present shall have the power to alter the rules of the Association or to make decisions affecting the whole membership.

7.3 An annual general meeting of the Association shall be held as soon as possible after the close of each financial year on a date and at a time and place to be decided by the Committee. 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

7.4 The Secretary shall send to all members at least 14 days before the meeting an agenda including copies of minutes and reports together with audited accounts of the Association for the previous year. Copies of these documents will also be made available at the registered place of business of the Association for the perusal of members.

7.5 An extraordinary general meeting of the Association shall be convened:

(a) whenever the Committee deems it desirable, or

(b) at the joint request in writing of not less than twenty members, stating the objectives and reasons for such meeting.

7.6 An extraordinary general meeting requisitioned by members shall be convened within thirty days of the receipt of such requisition.

7.7 Notice and agenda for an extraordinary general meeting shall be forwarded by the Secretary to all members of the Association at least fifteen days before the date fixed for the meeting.

7.8 Paragraphs 6.1 and 6.2 of this rule regarding quorum and the postponement of an annual general meeting shall apply also to an extraordinary meeting, but with the proviso that if no quorum is attained 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.

7.9 The Secretary shall forward to all members a copy of the draft minutes of each meeting and extraordinary general 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 annual general meeting :

A President
A Vice-President
An Honorary Secretary
An Assistant Secretary
An Honorary Treasurer
An Assistant Treasurer
Five Ordinary Committee Members

The office-bearers of the Association and every officer performing executive functions in the Association shall be Malaysian citizens who reside in and/or work in the state of Penang. Members who qualify to be elected as office-bearers shall have at least 5 years of continuous active membership i.e. with attendance of at least 60% of annual Association activities.

8.2 Names for the above offices - shall be proposed and seconded and election will be by a simple majority vote of the members at the annual general meeting. All the office-bearers shall be eligible for re-election.

8.3 The function 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.

8.4 The Committee shall meet at least once every three months, and ten days notice of each meeting shall be given to the members. The President acting alone, or not less than three of its members acting together may call for a meeting of the

Committee to be held at any time. At least six of the Committee members must be present for its proceedings to be valid and to constitute a quorum.

8.5 Where any urgent matter requiring the approval of the Committee arises and it is not possible to convene a meeting, the Secretary may obtain such approval by means of a circular letter. The following conditions must be fulfilled before a decision of the Committee is deemed to have been obtained before a decision of the Committee is deemed to have been obtained:-

(a) The issue must be clearly set out in the circular and forwarded to all members of the Committee.

(b) At least six of the members of the Committee must indicate whether they are in favour or against the proposal, and

(c) The decision must be by a majority vote.

Any decision obtained by circular letter shall be reported by the Secretary to the next Committee meeting and recorded in the minutes thereof.

8.6 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.

8.7 In the event of the death or resignation of 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 if such candidate declines to accept office, the Committee shall have the power to co-opt any member of the Association to fill the vacancy until the next annual general meeting.

8.8 The Committee shall give instructions to the Secretary and other officers for the conduct of the affairs of the Association. It may appoint such organisers and such staff it deems necessary. It may suspend or dismiss any organiser or member of the staff for neglect of duty, dishonesty, incompetence, refusal to carry out the decisions of the Committee, or for any other reason which it deems good and sufficient in the interest of the Association.

8.9 The Committee shall be empowered to appoint sub-committees for particular purposes if necessary, provided that:

(a) these consist of paid up members of the Association,

(b) each sub-committee is presided over by a member of the Committee.

CLAUSE 9 DUTIES OF OFFICE BEARERS

9.1 The President shall during his term of office preside at all general meetings and

all meetings of the Committee and shall be responsible for the proper conduct of all such meetings. He shall have the casting vote and shall sign the minutes of each meeting at the time they are approved.

9.2 The Vice President shall assist the President in carrying out his duties and shall act for him in his absence.

9.3 The Hon. Secretary shall conduct the business of the Association in accordance with its rules, and shall carry out the instructions of the general meeting and of the Committee. He shall be responsible for conducting all the correspondence and keeping all books, documents and papers except the accounts and financial records. If possible, he shall attend all meetings and record the proceedings.

9.4 The Assistant Secretary shall assist the Hon. Secretary in carrying out his duties, and shall act for him in his absence.

9.5 The Treasurer shall be responsible for the finances of the Association. He shall keep accounts of all its financial transactions and shall be responsible for all its correctness. He shall, in conjunction with one other designated signatory, sign all cheques on behalf of the Association.

9.6 The Assistant Treasurer shall assist the Hon. treasurer in carrying out his duties, and shall act in his absence.

9.7 The Committee Members shall assist in the running of the Association.

CLAUSE 10 FINANCIAL PROVISION

10.1 The financial year of the Association shall commence on 1st January annually.

10.2 The incomes and property of the Association shall be applied solely towards the promotion of the objectives of the Association and no portion thereof shall be paid or transferred directly or indirectly by way of individual or bonus or otherwise to the person or persons who at any time are or have-been, members of the Association or to any person claiming through them. But nothing herein contained shall prevent the payment of good faith of remuneration to any office-bearers or servants of the Association or to any member thereof or other person in return for any service actually rendered to the Association.

10.3 The Treasurer may hold a petty cash advance not exceeding RM 1000.00 at any one time. All money in excess of this sum shall, within seven days of receipt; be deposited in a bank: approved by the Committee. The bank account shall be in the name of the Association.

10.4 All cheques or withdrawal notices on the Association shall be signed jointly by the Treasurer and any one of the following: the President, the Vice-President or the Secretary.

10.5 Any expenditure less than RM500.00 at any one time can be incurred without the approval of the President, Secretary or Treasurer. No expenditure exceeding RM500.00 at any one time shall be incurred without the prior sanction of the Committee and no expenditure exceeding RM5000.00 at any one time shall be incurred without the prior sanction of a general meeting.

10.6 As soon as possible after the end of each financial year, a statement of income and expenditure and a balance sheet for the year be prepared and audited by the Auditor/Auditors appointed under Rule 10. The audited accounts shall be submitted for the approval of the next annual general meeting, and copies shall be made available at the registered office/address of the Association for the perusal of members.

CLAUSE 11 AUDITORS

11.1 One or more persons, who shall not be office-bearers of the Association, shall be appointed by the annual General meeting as Honorary Auditors. They shall hold office for two years and may be re-elected.

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 the Association for any period within the tenure of office at any date, and to make a report to the Committee.

CLAUSE 12 PROPERTY ADMINISTRATOR

12.1 Three Trustees, who must be over 21 years of age, shall be appointed at the annual general meeting and shall hold office during the pleasure of the Association. They shall have vested in them all immovable property whatsoever belonging to the Association and shall deal with it 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 of members.

12.3 A Trustee may be removed from office by the Committee on the grounds that, owing to ill health, unsoundness of mind, absence from the country or for any other reason, 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 before the annual general meeting the vacancy shall be filled by a new Trustee appointed by a general meeting.

CLAUSE 13 INTERPRETATION

13.1 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.

13.2 Except where they are contrary to or inconsistent with the policy previously laid down by the general meeting, the decisions of the Committee shall be binding on all members of the Association unless and until countermanded by a resolution of a general meeting.

CLAUSE 14 ADVISOR / PATRON

The committee may appoint suitable person to be patron or advisor of the association if necessary. The person must indicate agreement in writing.

CLAUSE 15 PROHIBITION

15.1 Illegal use of drugs, gambling and other illegal activities on the premises and the introduction of people of questionable character into the premises are strictly prohibited.

15.2 Neither the Association nor its members shall 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.

15.3 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.

15.4 In accordance with the Societies Act 1966, no benefits will be due to any members or their beneficiaries in the event of a member's demise, resignation or termination of membership from the Association.

CLAUSE 16 AMENDMENT OF CONSTITUTION

16.1 These Rules may not be altered or amended except by two-third majority of paid up members present at a general meeting. Any amendment to the Rules shall be submitted to the Registrar of Societies within 28 days after the decision to make such amendment has been duly passed. Such alterations or amendments shall take effect from the date of their approval by the Registrar of Societies.

CLAUSE 17 DISSOLUTION

17.1 The Association may be voluntarily dissolved by a resolution of not less than three-fifths of the total 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 disused of in such manner as may be decided upon by a general meeting.

17.3 Notice of dissolution shall be given fourteen days of the dissolution to the Registrar of Societies, duly signed by the Committee.

CLAUSE 18 **FLAG, LOGO AND BADGE**

1. Flag

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Description

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2. Logo



Description

The PELLTA logo comprises a circle with two straight lines on the left forming the letter 'P'. Located on the right of the circle is the name 'PELLTA'. At the base of letter 'P' is the full name of the association i.e. 'Penang English Language Learning And Teaching Association'. The logo is blue set against a white background.

3. Badge

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Description

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