

10th day of November, 2010 Revised Edition

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

THE HONG KONG PUI CHING ALUMNI  
ASSOCIATION LIMITED  
(香港培正同學會有限公司)

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Incorporated the 21st day of September, 1971.

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NO. 25223

[COPY]

CERTIFICATE OF INCORPORATION

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I HEREBY CERTIFY that

**THE HONG KONG PUI CHING ALUMNI  
ASSOCIATION LIMITED**

(香港培正同學會有限公司)

is this day incorporated in Hong Kong under the  
Companies Ordinance, and that this Company is limited.

**GIVEN** under my hand this Twenty-first day  
of September One Thousand Nine Hundred and Seventy-one.

(Sd.) R. KWAN  
*for Registrar of Companies,*  
Hong Kong

Hong Kong  
Stamp  
Duty  
\$20.00  
7/9/71

THE COMPANIES ORDINANCE, (CHAPTER 32)

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Company Limited by Guarantee  
and not Having a Share Capital

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MEMORANDUM OF ASSOCIATION

OF

THE HONG KONG PUI CHING  
ALUMNI ASSOCIATION LIMITED  
(香港培正同學會有限公司)

*First.* —The name of the Company is “THE HONG KONG PUI CHING ALUMNI ASSOCIATION LIMITED(香港培正同學會有限公司)” (hereinafter referred to as “the Association” ).

*Second.* —The Registered Office of the Association will be situated in Hong Kong.

*Third.* —The objects for which the Association is established are:—

- (a) To acquire and take over the properties and liabilities and to effect and carry into execution the obligations, duties and general objects of the present unincorporated body known as “THE HONG KONG PUI CHING ALUMNI ASSOCIATION (香港培正同學會)” .
- (b) To foster fellowship among the members of the Association in Hong Kong and elsewhere with the purpose of promoting the welfare of the members of the Association and the enterprise of Pui Ching Middle School and Pui Ching Primary School.

- (c) To investigate and make research into all aspects in connection with the development and promotion of all the above-mentioned objects, and to promote and/or support or to oppose any legislation or other kindred schemes concerning this object.
- (d) To protect the distressed and care for the poor among the members of the Association.
- (e) To respect the old and be kind to the young.
- (f) To undertake arbitration for the settlement of dispute between the members of the Association.
- (g) To explain the laws and regulations of the Hong Kong Government to the members; to address Government Officials or Departments by letter, petition or otherwise on any question or matters affecting the members or the Association.
- (h) To introduce members for suitable employment and to assist them generally in all matters of livelihood.
- (i) To carry out, establish, construct, maintain, improve, manage and superintend, or to assist in the carrying out, establishment, construction, maintenance, improvement, management or superintendence of schools, primary or secondary or for higher education, and either free or at reduced fees, hostels, training and recreational centres, libraries, clubs, gymnasiums, hospitals, clinics, maternity homes, nurseries, dispensaries, orphanages, homes for the aged and stations for benevolent purposes.
- (j) To provide free maternity facilities and medical services and also free coffin and burial for members whenever necessary.
- (k) To print and publish any newspapers, periodicals, books or leaflets and other publications that the Association may think desirable for the promotion of its objects.

- (l) To promote the welfare and interest of the members of the Association.
- (m) To accept subscriptions, donations, devises and bequests of any movable or immovable property or funds for all or any of the purpose aforesaid.
- (n) To take any gift of property, whether subject to any special trust or not for any one or more of the objects of the Association
- (o) To take such steps as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association in the shape of donations, annual subscriptions, or otherwise.
- (p) To undertake and execute any trusts or agency which may seem directly or indirectly conducive to any of the objects of the Association.
- (q) To subscribe to any local or other charities, to grant donations for any public purpose and to aid in the establishment and support of any other association formed for all or any of the objects of this Association provided that none of the funds of this Association shall be paid to any association which does not prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on this Association under and by virtue of the Fourth Clause hereof.
- (r) To purchase, take on lease or otherwise acquire any real and personal estate which may be deemed necessary or convenient for any of the purposes of the Association.
- (s) Subject to the provisions of Section 17 of the Companies Ordinance, Chapter 32 to purchase, take on lease or in exchange hire or otherwise acquire any lands, buildings, easements, rights or property, movable or immovable, which may be

requisite for the purpose of, or conveniently used in connection with, the objects of the Association, and to sell, demise, mortgage, give in exchange, or dispose of the same or any part thereof.

- (t) To manage, improve and maintain all or any part of the lands, buildings, easements and property of the Association and to demise, underlet, exchange, mortgage, sell or otherwise deal with and dispose of the same either together or in portions, and for such considerations as the Association may think fit, and in particular, for shares, debentures or securities of any company purchasing the same.
- (u) To organize despatch relief teams to areas of disaster, famine, flood, pestilence and hostilities for the purpose of giving urgent relief, directing and assisting evacuation, providing temporary shelter and meals, and attending to the burial of the dead, and for the purposes aforesaid, to donate either moneys or in kind. Provided that the Association shall not support with its funds to any institution or undertaking which pays or transfers directly or indirectly any part of its income or property by way of dividend, bonus or otherwise howsoever by way of profit to its members.
- (v) To invest and deal with the moneys of the Association not immediately required upon such securities and in such manner as may from time to time be determined.
- (w) To open and operate banking account or accounts with any bank or banks for the purposes of the Association for such purposes to make, give, accept, indorse, transfer, discount and negotiate bills of exchange, promissory notes, cheques or other similar instruments.
- (x) To do all or any of the above things and as principals, agents, trustees or otherwise, and by or through their agents or otherwise, and either alone, or in conjunction with others.

And it is hereby declared that in the interpretation of this clause the powers conferred on the Association by any paragraph shall not be restricted by reference to any other paragraph, or to the name of the Association, or by the juxtaposition of two or more objects, and that in the event of any ambiguity, this clause and every paragraph hereof shall be construed in such a way as to widen, and not to restrict, the powers of the Association.

Provided that the Association shall not support with its funds or endeavour to impose on or procure to be observed by its members or others any regulation or restriction which if an object of the Association would make it a trade union.

*Fourth.* — The income and property of the Association whencesoever derived shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise howsoever by way of profit, to the members of the Association provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any service actually rendered to the Association nor prevent the payment of interest at a rate not exceeding 12% per annum on money lent, or reasonable and proper rent for premises demised or let by any member to the Association; but so that no member of the Committee or governing body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such committee or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association Provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Committee or governing body may be a member and in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of such payment.

Fifth.—The liability of the members is limited.

*Sixth.* — Every member of the Association undertakes to contribute to assets of the Association in the event of the same being wound up during the time that he is a member or within one year afterwards for payment of the debts and liabilities of the Association contracted before the time at which he ceases to be a member and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding \$10.00.

*Seventh.* — If upon the winding-up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association and which institution or institutions shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Association under or by virtue of the Fourth Clause hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution or in default thereof by such Justice of the High Court of Hong Kong as may have or acquire Jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.

Eighth.—True accounts shall be kept of the sums of money received and expended by the Association and the matter in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Association and subject to any reasonable restrictions as to the time and manner of inspecting the same which may be imposed in accordance with the regulations of the Association for the time being in force shall be open to the inspection of the members. Once at least in every year, the accounts of the Association shall be examined and the correctness of the balance sheet ascertained by one or more authorized auditor or auditors.



The Memorandum and Articles of Association of the Association shall be construed in accordance with the English text and no Chinese or other translation thereof shall operate to vary or affect such construction.

We, the several persons, whose names, addresses and descriptions are hereto subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers
<p>(Sd.) S. P. TENG ( CHARLES S. P. TENG 鄧善溥 ) Flat 7-B, Kerin Court, 1, Man Wan Road, Waterloo Hill, Kowloon. Merchant</p>
<p>(Sd.) T. C. SENE ( SENE TZE CHING 洗子禎 ) Flat B-1, National Court, 16th floor, 242, Nathan Road, Kowloon. Teacher.</p>
<p>(Sd.) SIN CHAU ( SIN CHAU 洗 就 ) 91, Dundas Street, 5th floor, Apt. 12, Kowloon. Company Director.</p>
<p>(Sd.) SAMUEL POON ( SAMUEL POON CHING KWOK 潘靖國 ) 3, Stafford Road, Kowloon Tong, Kowloon. Engineer.</p>

We, the several persons, whose names, addresses and descriptions are hereto subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers
(Sd.) JOHN HO (JOHN HO 何約翰) 24A, Mei Foo Sun Chuen, 14th floor, Kowloon. Article Clerk.
(Sd.) LESLIE EWING (LESLIE EWING 吳華英) 80, Waterloo Road, Kowloon. Physical Instructor.
(Sd.) NG NANG DING (NG NANG DING 吳能定) 4, Shing Ping Street, 5th floor, Happy Valley, Hong Kong. Merchant.
(Sd.) H. W. LING (LING HON WAI 凌漢偉) 3, Homantin Street, 1st floor, Kowloon. Merchant.

We, the several persons, whose names, addresses and descriptions are hereto subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers

(Sd.) SUNWAY KAN  
(KAN SUNWAY 簡新程)  
Flat B, Kimberly Mansion,  
1st floor,  
Austin Ave.,  
Kowloon.  
Teacher.

(Sd.) LAM SHING CHI  
(LAM SHING CHI 林聖熾)  
Flat 6-B, Beauty Court,  
10, Man Fook Road,  
Kowloon.  
Teacher.

(Sd.) KOO MING KOWN  
(KOO MING KOWN 顧明均)  
225, Nathan Road,  
1st floor, Flat B,  
Kowloon.  
Judo Teacher.

Dated the 6th day of September, 1971.

WITNESS to the signature on pages twelve, thirteen & the above:—

(Sd.) H. C. K. Tung  
*Solicitor,*  
Hong Kong.

Hong Kong Stamp Duty \$20.00 7/9/71
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THE COMPANIES ORDINANCE, (CHAPTER 32)

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**Company Limited by Guarantee  
and not Having a Share Capital**

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**ARTICLES OF ASSOCIATION  
OF  
THE HONG KONG PUI CHING ALUMNI  
ASSOCIATION LIMITED  
(香港培正同學會有限公司)**

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### **Preliminary**

1. In these Articles, unless there is something in the subject or context inconsistent therewith:—

“The Ordinance” means the Companies Ordinance (Chapter 32 of the Revised Edition) and every statutory modification or re-enactment thereof for the time being in force.

“The Association” means the Association registered as “THE HONG KONG PUI CHING ALUMNI ASSOCIATION LIMITED (香港培正同學會有限公司)” .

“Hong Kong” means the Special Administrative Region of Hong Kong, People’ s Republic of China.

“Member” means any member or members of the Association so required.

“The Executive Committee” means the Executive Committee of the Association for the time being.

“General Meeting” means a General Meeting of the Association whether annual or extraordinary.

“The Seal” means the Common Seal of the Association.

“These Presents” means and include these Articles of Association and the Rules, Regulations and By-laws of the Association from time to time in force.

“The Registered Office” means the registered office for the time being of the Association.

“In Writing” means written or printed or lithographed or typewritten or cable or telex or facsimile messages or messages transmitted via other electronic means or any mode of reproducing words in a legible and non-transitory form.

Words importing the masculine gender shall include the feminine gender and neuter gender.

Words importing the singular number shall include the plural number and *vice versa*.

When any provision of the Ordinance is referred to, the reference is to such provision as modified by any Ordinance for the time being in force.

Unless the context otherwise requires, expressions defined in the Ordinance or any statutory modification thereof in force at the date at which these regulations become binding on the Association, shall have the meaning so defined.

2. The Association is established for the purposes expressed in the Memorandum of Association.

3. The Association, for the purposes of registration, is declared to consist of an unlimited number of members.

### **Membership**

4. The subscribers to the Memorandum and Articles of Association, all members of the unincorporated association known as “The Hong Kong Pui Ching Alumni Association” (香港培正同學會) at the date of the incorporation of the Association and such other persons of good conduct, residents of Hong Kong and possessing one of the following qualifications and admitted to membership under these Articles shall be members of the Association:—

- (a) Having graduated from or studied at Pui Ching Middle School or Pui Ching Primary School or any of their branches or Pui Ching and Pui To United Middle School at Canton, Hong Kong, Hokshan, Macao, Ping Shek, Kweilin and any part of the world.
- (b) Having served as a director or taught at any one of the schools set out in (a) above and who are desirous of patronizing the Association.
- (c) Currently serving as directors and teachers of Pui Ching Middle School or Pui Ching Primary School.
- (d) Any other persons who have made special contribution to the Association and who have been approved and invited to be a non-voting honorary member of the Association.

5. Every candidate for membership of the Association shall complete the following procedure:—

- (a) The candidate shall be introduced by the representative of his own class or school.

(b) The candidate shall sign the prescribed application form which shall also be signed by the proposer who must be a member of the Association.

(c) The candidate shall pay the fees prescribed by the Association.

The application for membership of any candidates shall be approved by the Executive Committee.

### **Subscriptions**

6. Until otherwise determined by the Association in General Meeting, each member shall pay to the Association the yearly subscription fee as determined by the Executive Committee or a one-time subscription fee for life-time membership the amount of which shall be decided by the Executive Committee from time to time. No fee shall be refundable.
7. Any member who fails to pay his subscription for the calendar year shall be deprived of his right to vote and his right to be elected to the Executive Committee but his right to vote and be elected may be restored upon payment of the arrears of subscriptions.
8. Any member may withdraw from the Association by giving notice in writing to the Secretary; and by paying to the Association all moneys due and owing by him to the Association; otherwise he will be held liable for the next year's subscription.

### **Expulsion**

9. If any member violates the Articles of Association, Rules, Regulations or By-laws of the Association, or his conduct in or out of the Association premises shall in the opinion of the Executive Committee be injurious to the name or interests of the Association, or be such as to render him unfit to be a member of the Association, then the Executive Committee shall forthwith convene an Executive Committee Meeting to consider giving warning to or the expulsion of such member. No member shall be expelled

until he shall have had at least seven days' previous notice of the charge or complaint made against him and an opportunity of being heard in his defence. The Executive Committee' s decision shall be final and conclusive and they shall not be required to assign any reason for their decision or disclose the details of their investigations. After expulsion, the expelled member shall lose all his rights and privileges as a member.

### **Privileges and Rights**

10. Members shall have the following privileges and rights:—
- (a) Members of the Association who have paid the current subscription fee shall have the right to vote and be voted, propose and resolve.
  - (b) Members who have not paid the current subscription fee shall not have the right to vote and be voted, propose and resolve.
  - (c) Members shall enjoy the welfare activities and functions of the Association.
  - (d) In case of any difference or dispute arising from or between or amongst the members of the Association, the Executive Committee shall upon the application of the members be the arbitrators thereof, but the Executive Committee shall have the absolute power to accept or refuse such application without giving any reason thereof.
  - (e) The rights and privileges of a member shall be personal to him; they shall not be transferable by his own act or operation of law and shall cease upon his death, or upon his ceasing from any clause to be a member under the provisions of these Articles.



## Obligations

11. Members shall have the following obligations:—

- (a) To observe these Articles and of all Rules, Regulations, Resolutions and By-laws for the time being in force of the Association,
- (b) To pay the subscription fees,
- (c) To carry on the duties entrusted by the Association.

12. Members changing their place of residence shall give due notice to the Executive Committee and furnish him with an address to which notice and letters may be sent. All notices and letters sent by post or otherwise to such address (in default of notice of change of address) shall be considered as duly received by the member.

## General Meetings

13. The first General Meeting shall be held at such time, not being less than one month nor more than three months after the incorporation of the Association, and at such place as the signatories of these Articles may determine. The Meeting shall be known as the Inaugural Meeting.

14. A general meeting shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and at such place as the Executive Committee shall from time to time appoint.

15. The above-mentioned general meetings shall be called “Ordinary General Meetings” and other general meetings shall be called “Extraordinary General Meetings” .

16. The Chairman of the Executive Committee may whenever he thinks fit, convene an extraordinary general meeting and extraordinary general meetings shall also be convened on the requisition of

eleven Executive Committee members or, in default, may be convened by such requisitionists as provided by Section 113 of the Ordinance.

17. An extraordinary general meeting shall also be convened on the requisition of no less than ten percent (10%) of the members.

### **Notice of General Meetings**

18. Subject to the provisions of Section 116 (2) of the Ordinance relating to special resolutions, ten days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day, and the hour of meeting and, in case of special business, the general nature of that business, shall be given in manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Association in general meeting, to such persons as are, under the regulations of the Association, entitled to receive such notices from the Association; but with the consent of all the members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those members may think fit.

19. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any member shall not invalidate the proceedings at any meeting.

### **Proceedings at General Meetings**

20. All business shall be deemed special that is transacted at an extraordinary meeting, and all that is transacted at an ordinary meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Executive Committee and Managing Executive Committee and Auditors, the election of Managing Executive Committee in the place of those retiring, and the appointment of Auditors and the fixing of their remuneration.

21. No business shall be transacted at any general meeting whether ordinary or extraordinary unless a quorum of members is present at the time when the meeting proceeds to business and such quorum shall consist of at least thirty members for the time being of the Association of whom five shall be class representatives.

22. If within thirty minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, and if at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, the members present shall be a quorum.

23. The Chairman of the Executive Committee shall preside as Chairman at every general meeting of the Association. If at any meeting the Chairman shall not be present within twenty minutes after the time appointed for holding of the meeting, one of the Vice-Chairmen shall preside or if the Chairman and all the Vice-Chairmen be not present within the prescribed time limit, the members present shall choose one of their number to be the Chairman.

24. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 10 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting; save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

25. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands or on a poll, and a declaration by the Chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of the proceedings of the Association

shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favor of, or against, that resolution. But such a resolution shall be signed by the Chairman then and there at the general meeting.

26. In the case of an equality of votes, the Chairman of the meeting at which the show of hands takes place, shall be entitled to a second of casting vote.

27. All ordinary resolutions of the general meeting shall be decided by a majority of votes of members present. All special resolutions of the general meeting shall be decided by a two-third majority of votes of members present.

### **Votes of Members**

28. Every member shall have one vote.

29. No member shall be entitled to vote at any general meeting unless all fees presently payable by him to the Association have been paid.

30. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a copy of that power or authority shall be deposited at the registered office of the Association not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. A proxy must be a member of the Association and entitled to vote.

### **The Executive Committee**

31. The Executive Committee shall consist of the following members:-

- (a) A representative from each graduation class of Pui Ching Middle School since 1922.

(b) One representative from the Teachers Association of Pui Ching Middle School.

(c) One representative from the Teachers Association of Pui Ching Primary School.

Provided that the representatives above mentioned must be a member of the Association.

32. The members of the Executive Committee of the unincorporated association known as "The Hong Kong Pui Ching Alumni Association" including the members of the Managing Executive Committee at the date of the incorporation shall be the first members of the Executive Committee and the Managing Executive Committee of the Association until the first general meeting is held and shall have the full power as conferred hereunder upon the Executive Committee of the Association.

33. In case of any vacancy occurring in the Executive Committee during the term, such vacancy shall be filled by the respective reserve of such Committee who has the most votes and such reserve shall hold office only up to the said term.

34. The members of the Executive Committee shall hold office for the term of two years but any retiring member of such Committee shall be eligible for re-election.

35. The Executive Committee shall have one Chairman and six Vice-Chairmen who shall be elected from and amongst the members of the Executive Committee.

36. The Chairman of the Executive Committee shall not be allowed to hold office for more than two consecutive terms.

37. For the purpose of managing the affairs of the Association the Managing Executive Committee shall appoint the following staffs and sections and may at any time and from time to time appoint such other staffs and sections as the Managing Executive Committee shall think fit:

- (a) One Secretary who shall handle all correspondence, keep all the files, documents and record the minutes at meetings of the Association.
- (b) One Treasurer who shall handle all accounts of the Association.
- (c) One staff in charge of the general affairs to manage the Association.
- (d) One correspondent editor appointed by the Executive Committee to be in charge of The Old Boy' s Bulletin and the collection of articles and printing the same.
- (e) One person in charge of welfare to be elected by the Managing Executive Committee to be in charge of all welfare activities and functions of the Association.
- (f) A Fellowship Section shall be established to consist of members of the Executive Committee appointed for this purpose and the respective representatives of the current graduation class and the Association' s branches in the Colleges in Hong Kong. Such section shall be in charge of fostering fellowship and liaison between the members.

38. The Executive Committee may if necessary appoint other sections. If it has been resolved by resolution of the Executive Committee, each section of the Executive Committee may if necessary appoint sub-sections.

39. A member shall be qualified to be elected as Chairman or a Vice-Chairman of the Executive Committee if he shall have been before or after incorporation a member of the Executive Committee.

40. The Managing Executive Committee may if necessary appoint any members who have made special contribution to the Association and who have been approved and invited to be a non-voting honorary officer of the Managing Executive Committee.

## Power and Duties of the Executive Committee

41. The Executive Committee shall see to it that all resolutions of the general meetings of the Association are properly carried out.

42. The Chairman of the Executive Committee shall externally represent the Association in all of its matters and internally assume control of all its affairs. He shall conduct and manage of matters in accordance with the provisions of these Articles and of all resolutions of the Association and of the Executive Committee and shall preside at all general meetings and meetings of the Executive Committee.

43. The Vice-Chairmen of the Executive Committee shall assist the Chairman of the Executive Committee in the dispatch of all matters and affairs of the Association and shall in the absence of the Chairman of the Executive Committee act on his behalf.

44. Six members of the Executive Committee shall be elected as Managing Executive Committee who shall together with the Chairman and the six Vice-Chairmen of the Executive Committee form the Managing Executive Committee for the purpose of making research and running the affairs of the Association.

45. The Executive Committee shall have power at any time to invite any member of the Association or any person who has special contribution to the Association to be Honorary Adviser and shall have power to invite them to participate in any of the meeting of the Executive Committee but without the power of voting.

46. The business of the Association including its money and property shall be managed by the Executive Committee which, in addition to the powers and authorities and discretions by these Presents or otherwise expressly conferred upon them may exercise all such powers and do all such acts and things as may be exercised or done by the Association and are not hereby or by Ordinance expressly directed or required to be exercised or done by the Association in general meeting but subject

nevertheless to the provisions of the Ordinance, and of these Presents, and to any regulations from time to time made by the Association in general meeting not being inconsistent with such provisions or these Presents; but no regulation so made shall invalidate any prior act of the Executive Committee which would have been valid if such regulation had not been made.

47. The Executive Committee shall have the power to make, alter or un-make any rules, regulations and By-laws which shall be subject to and with the approval of a majority of the members present at the general or any extraordinary meeting as may be resolved.

48. The Executive Committee shall have the power to engage or employ suitable persons to assist them in the carrying out of their duties at such salaries as the Executive Committee may think fit and the salaries shall be paid out of the funds of the Association.

### **Proceedings of the Executive Committee**

49. The Executive Committee shall hold its own meeting at least once every twelve months.

50. The Managing Executive Committee shall hold its own meeting at least once every three months.

51. The Chairman of the Executive Committee shall have power call any meeting of the Executive Committee as he thinks fit and shall also call such meetings if eleven members of the Executive Committee so request.

52. The Chairman of the Executive Committee shall have power to call any meeting of the Managing Executive Committee as he thinks fit.

53. No business shall be transacted at any meeting of the Committees unless a quorum is present at the time when the meeting proceeds to business. Such quorum shall be over six Committee members personally present.



54. Each Committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall on a show of hands be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote.

55. The Chairman or in his absence one of the Vice-Chairmen shall preside as Chairman at every meeting of the Committee but if at any meeting the Chairman or the Vice-Chairmen be not present within twenty minutes after the time appointed for holding the same, the Committee members present may choose one of their number to be the Chairman of the meeting.

56. If any member of the Committees or any Honorary Officer during his terms of office shall injure the name of the Association or prevent the proper conduct of the affairs of the Association or embezzle any of the funds of the Association, the Association may by an extraordinary resolution remove such member or Honorary Officer before the expiration of his period of office and may by ordinary resolution appoint another person in his stead.

#### **Qualification of Committee Members**

57. Any member of the Association shall be eligible for election as a Committee member.

#### **Disqualification of Committee Members**

58. The office of Committee member shall be vacated, if such Committee member:

- (a) becomes bankrupt; or
- (b) is found lunatic or becomes of unsound mind; or
- (c) resigns his office by notice in writing to the Association;  
or

- (d) becomes prohibited from being a member of the Committee by reason of any Court order made under the Ordinance, or if he be convicted of an indictable offence; or
- (e) if he is removed by an extraordinary resolution of the Association in general meeting; or
- (f) ceases to be a member of the Association; or
- (g) uses the name of the Association for his personal profit.

### **Minutes**

59. The Executive Committee shall cause minutes to be made in books provided for the purpose of:

- (a) all appointments made by the Executive Committee.
- (b) the names of the Committee members present at each meeting of the Executive Committee.
- (c) all resolutions and proceedings of general meetings and of meetings of the Executive Committee.

60. The Managing Executive Committee shall cause minutes to be made in books provided for the purpose of:

- (a) the names of the Committee members present at each meeting of the Managing Executive Committee.
- (b) all resolutions and proceedings of the Managing

### **Executive Committee.**

61. Any minutes of any meeting of the Executive Committee or of the Managing Executive Committee and/or of the Association if purporting to be signed by the Chairman of such meeting, or by the Chairman of

the next succeeding meeting, shall be receivable as *prima facie* evidence of the matters stated in such minutes.

### **The Seal**

62. The Executive Committee shall procure a Common Seal to be made for the Association and shall provide for the safe custody thereof. The Seal shall not be affixed to any instrument except by the express authority of a resolution of the Executive Committee and in the presence of the Chairman and one of the Vice-Chairmen who shall sign every instrument to which the Seal is so affixed in their presence.

63. All cheques drawn by the Association shall be chopped with the chop of the Association and signed by any two of Chairman and Vice-Chairman and other bills of exchange, promissory notes and other negotiable instruments issued or required to be signed, endorsed or accepted or otherwise negotiated by the Association shall be signed by the Chairman or a Vice-Chairman and countersigned by the Treasurer.

### **Accounts**

64. The Executive Committee shall cause proper books of accounts to be kept with respect to:-

- (a) all sums of money received and expended by the Association and the matter in respect of which the receipt and expenditure takes place; and
- (b) the assets and liabilities of the Association.
- (c) all other matters necessary for showing the true state and condition of the Association.

65. The books of accounts shall be kept at the registered office of the Association or at such other place or places as the Executive Committee may think fit and shall always be open to the inspection of the Executive Committee members.

66. The Executive Committee shall from time to time determine at what times and places and under what conditions or regulations the accounts and books of the Association or any of them shall be open to the inspection of members not being Executive Committee member and no member (not being a Executive Committee member) shall have any right of inspecting any account or book or document of the Association except as conferred by statute or authorized by the Executive Committee or the Association in general meeting.

67. The Executive Committee shall from time to time, in accordance with Section 122 of the Ordinance, cause to be prepared and to be laid before the Association in general meeting, such income and expenditure, accounts, balance sheets and reports as are referred to in that Section, duly signed by the Chairman or one of the Vice-Chairmen and the Treasurer.

### **Election**

68. Two months before the expiration of the term of its office, the Executive Committee shall elect seven Members to form an Election Committee whose duty is to take charge of the election of the next Executive Committee. Such members of the Election Committee shall elect amongst its members its own Chairman.

69. The Election Committee shall at least one month before the date of the general meeting write to the respective classes to forward the names of the respective representatives to constitute members of the Executive Committee. After the election the Election Committee shall also convene a meeting of the new members of the Executive Committee to elect the Chairman and six Vice-Chairmen of the Association with a view to inaugurate them at the general meeting. No member of the Election Committee shall be appointed to the Managing Executive Committee.

### **Audit**

70. Auditors shall be appointed and their duties regulated in accordance with sections 131, 140 and 141 of the Ordinance.

## Notices

71. A notice may be served by the Association upon any member either personally or by sending it through the post addressed to such member at his registered address or through electronic mail to such member at his registered e-mail address.

72. Any member whose registered address is not within Hong Kong may by notice in writing require the Association to register an address within Hong Kong which, for the purpose of registered address, shall be the registered address of that member.

73. A member who has no registered address within Hong Kong and has not given such notice as aforesaid, shall be deemed to have received any notice which shall have been displayed in the Association's registered office and shall have remained there for the space of twenty-four hours and such notice shall be deemed to have been received by such member at the expiration of twenty-four hours from the time when it shall have been so first displayed.

74. All court notices or otherwise if required to be advertised by the Association to all members or part of the members shall be deemed to have been properly advertised if they are advertised once in any two Chinese newspapers in Hong Kong.

75. All notices unless otherwise specially provided in these Articles, shall be deemed to have been duly served on the members if such notices are advertised once in any two local Chinese newspapers.

76. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected at the expiration of 24 hours after the letter containing the same was posted.

77. Unless otherwise required by the provisions of the Ordinance all books and documents kept by the Association and all notices given by the Association may be either in the English or Chinese language, or both.

78. Upon receiving a joint application signed by at least one-tenth of the members for any addition, alternation or amendment to the Articles of Association, the Executive Committee members shall consider such application and if adopted, then the Executive Committee shall convene an extraordinary meeting of the Association for the purpose of passing a Special Resolution to effect the proposed addition, alteration or amendment.

### Winding Up

79. The provisions of the Sixth and Seventh paragraphs of the Memorandum of Association relating to the winding up of the Association shall have effect and be observed as if the same were repeated in these Articles.

Names, Addresses and Descriptions of Subscribers
(Sd.) S. P. TENG ( CHARLES S. P. TENG 鄧善溥 ) Flat 7-B, Kerin Court, 1, Man Wan Road, Waterloo Hill, Kowloon. Merchant.
(Sd.) T. C. SENE ( SENE TZE CHING 洗子禎 ) Flat B-1, National Court, 16th floor, 242, Nathan Road, Kowloon. Teacher.
(Sd.) SIN CHAU ( SIN CHAU 洗 就 ) 91, Dundas Street, 5th floor, Apt. 12, Kowloon. Company Director.

Names, Addresses and Descriptions of Subscribers

(Sd.) SAMUEL POON  
(SAMUEL POON CHING KWOK 潘靖國)  
3, Stafford Road,  
Kowloon Tong,  
Kowloon.  
Engineer.

(Sd.) SUNWAY KAN  
(KAN SUNWAY 簡新程)  
Flat B, Kimberly Mansion,  
1st floor,  
Austin Ave.,  
Kowloon.  
Teacher.

(Sd.) LAM SHING CHI  
(LAM SHING CHI 林聖熾)  
Flat 6-B, Beauty Court,  
10, Man Fook Road,  
Kowloon.  
Teacher.

(Sd.) KOO MING KOWN  
(KOO MING KOWN 顧明均)  
225, Nathan Road,  
1st floor, Flat B,  
Kowloon.  
Judo Teacher.

Dated the 6th day of September, 1971.

WITNESS to the signature on pages thirty-seven, thirty-eight and the above:—

(Sd.) H. C. K. Tung  
*Solicitor,*  
Hong Kong.