

**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF  
THE CHINESE UNIVERSITY OF HONG KONG FACULTY/SCHOOL  
OF EDUCATION ALUMNI ASSOCIATION LIMITED  
(香港中文大學教育學院校友會有限公司)**

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Incorporated the 16<sup>th</sup> day of November, 1982.

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**ALFRED LAU & CO.,**  
*Solicitors & Notaries*  
**HONG KONG.**

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No: 118706

( C O P Y )

CERTIFICATE OF INCORPORATION

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I HEREBY CERTIFY that

THE CHINESE UNIVERSITY OF HONG KONG FACULTY/SCHOOL

OF EDUCATION ALUMNI ASSOCIATION LIMITED

(香港中文大學教育學院校友會有限公司)

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

Given under my hand this Sixteenth day  
Of November , One Thousand Nine Hundred and  
Eighty-two.

(Sd.) J. Almeida

*for Registrar of Companies*

*Hong Kong.*

**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 CHINESE UNIVERSITY OF HONG KONG FACULTY/SCHOOL**

**OF EDUCATION ALUMNI ASSOCIATION LIMITED**

**(香港中文大學教育學院校友會有限公司)**

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- 1. The name of the Company (hereinafter called “the Association”) is “THE CHINESE UNIVERSITY OF HONG KONG FACULTY/SCHOOL OF EDUCATION ALUMNI ASSOCIATION LIMITED (香港中文大學教育學院校友會有限公司)”**
  
  - 2. The registered office of the Association will be situated in Hong Kong.**
  
  - 3. The objects for which the Association is established are :-**
    - (a) To exchange friendship and to promote close relationship and better understanding and communication amongst the Members.
    - (b) To improve encourage and promote educational practice in Hong Kong.
    - (c) To exchange experience in professional fields.
    - (d) To promote close relationship with the **Education Bureau**.
    - (e) To promote close relationship with other qualified teachers in the Special Administration Region of Hong Kong and elsewhere.
    - (f) To promote and hold either alone or jointly with any other association, society or persons, meetings, conferences and discussions in exchange of knowledge in educational development and practical experience.
    - (g) Generally to promote, encourage and provide for appreciation of and participation in educational activities of all kinds in the **Hong Kong Special Administration Region** and elsewhere by the provision of facilities for exhibitions, lectures, classes, seminars, coaching, tuition and criticism of all kinds.
    - (h) To purchase take on lease exchange hire or otherwise acquire any land building or other property necessary or convenient for the purposes of the Association.

- (i) To sell improve manage develop lease mortgage pledge dispose of or otherwise deal with the property and moneys of the Association with a view to the furtherance of its objects.
  - (j) To invest and deal with the moneys of the Association not immediately required to be expended in such manner as from time to time shall seem expedient.
  - (k) To borrow money for the purposes of the Association with or without security on such terms and conditions as the Members may from time to time approve by special resolutions at any general meeting.
  - (l) To enter into any arrangement which the Association may deem appropriate for the storage of any property belonging to the Association or which may be used by the Association or for the maintenance or upkeep thereof.
  - (m) To raise money by subscription or other lawful means for the purpose of the above objects or any of them.
  - (n) To support and subscribe to any charitable or public body, and any institution, society or club which may be for the benefit of the Association.
  - (o) Generally to promote further and protect the mutual interest of the Members and do all such things as are or may be incidental of conductive to the attainment of the above objects or any of them.
  - (p) Provided that the Association shall not support with its funds, or 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.
4. The income and property of the Association wheresoever 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 the 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 Committee Member 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 Committee Member 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 og which a Committee Member may be a member but 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 or profits he may receive in respect of any such payment.
5. The liability of the Members is limited.

6. Every Member of the Association undertakes to contribute to the 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 Association, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding thirty dollars.
7. 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 if and so far as effect can be given to the next provision shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members of the Association at or before the time of dissolution, or in default by a Judge of the Supreme Court of Hong Kong having jurisdiction in regard to charitable funds, and if and so far as effect cannot be given to such provision then to some charitable object or objects.
8. True accounts shall be kept of the sums of money received and expended by the Association, and the matter in respect of which such receipt 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 that may be imposed in accordance with the regulations of the Association for the time being, shall be open to 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 property qualified Auditor or Auditors.

We, the several percents, 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.) LUNG CHING CHEUNG PETER (龍楨祥)**

Star Court, Flat C, 1<sup>st</sup> floor,  
4, Man Wan Road,  
Waterloo Road Rd.,  
Kowloon.  
Teacher

**(Sd.) SOU HON-POO, Howard (蘇漢波)**

Flat A, 7<sup>th</sup> floor, Tin Man Court,  
2A Kimberley St.,  
Kowloon.  
Lecturer

**(Sd.) WONG SUI CHUN (王瑞珍)**

Flat C, 8/F, Lakeside Bldg.,  
259, Gloucester Road,  
Hong Kong.  
Teacher

**(Sd.) CHAN KWAN CHUNG (陳羣松)**

Flat G, 5/F,  
4 Shun Yung St.,  
Kowloon.  
Teacher

Dated the 20<sup>th</sup> day of August, 1982.

**WITNESS** to the above signatures:

**(Sd.) Mak Suk Han**

Solicitor,  
Hong Kong.

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

<b>Names, Addresses and Descriptions of Subscribers</b>
<p><b>(Sd.) KWOK TSUN KEE (郭俊沂)</b> Flat 2, 1/F., On Wing Bldg., 49, Man Tai At., Whampoa Estate, Hung Hom, Kowloon. Teacher</p> <p><b>(Sd.) FAN KWOK-KAY (樊國基)</b> 17D, Flat 2, City One Shatin, Shatin, N.T. Teacher</p> <p><b>(Sd.) SO CHUN-HUNG (蘇俊雄)</b> 3504, Allway Gardens, Block F., Tsuen Wan, N.T. Teacher</p>

Dated the 20<sup>th</sup> day of August, 1982.

**WITNESS** to the above signatures:

**(Sd.) Mak Suk Han**

Solicitor,  
Hong Kong.

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**Company Limited by Guarantee  
And not having a Share Capital**

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**ARTICLES OF ASSOCIATION  
OF  
THE CHINESE UNIVERSITY OF HONG KONG FACULTY/SCHOOL  
OF EDUCATION ALUMNI ASSOCIATION LIMITED  
(香港中文大學教育學院校友會有限公司)**

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**PRELIMINARY**

1. In these presents unless there be something in the subject or context inconsistent therewith:-

“the Ordinance” means the Companies Ordinance chapter 32 and any statutory modification or re-enactment thereof for the time being in force.

“the Association” means **THE CHINESE UNIVERSITY OF HONG KONG FACULTY/SCHOOL OF EDUCATION ALUMNI ASSOCIATION LIMITED (香港中文大學教育學院校友會有限公司)**.

“Registered Office” means the registered office of the Association.

“Special resolution” and “Extraordinary Resolution” have the meanings assigned thereto respectively by the Ordinance.

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

“Committee Member” or “Committee Members” means a member or members for the time being of the Committee.

“Member” or “members” means a member or members of the Association registered as such for the time being in accordance with these Articles.

The expression “Member” in these Articles shall include “Ordinary Member”, “Life Member” and “Honorary Member” except where otherwise specifically provided.



“Register” means Register of Ordinary Members, Life Members and Honorary Members of the Association.

“Annual General Meeting” means the yearly General Meeting of the Members of the Association including the first General Meeting of the Members.

“Secretary” means either the English Secretary or the Chinese Secretary of the Committee.

“month” means calendar month.

“the seal” means the Seal of the Association.

“In writing” and “written or printed, or partly written or partly printed, and include printing, lithography and other modes of representing or re-producing words in a visible form.

Words importing the masculine gender only include the feminine gender.

Words importing the singular number only include the plural number and vice versa.

Words importing person include corporations partnership firms unincorporated associations and societies.

2. These Articles shall be constructed with reference to the provisions of the Ordinance, and terms used to in these Articles shall be taken as having the same respective meanings as they have when used in the Ordinance.
3. The Association in established for the objects stated in the Memorandum of Association.
4. For the purpose of registration the number of Members of the Association is declared not to exceed 500, but the Committee may from time to time register an increase of Members.
5. The subscribers to the Memorandum of Association and such other persons as shall be admitted into membership according to these Articles shall be Members of the Association.

6. (a) Any graduate or student of the Faculty/School Education of the Chinese University of Hong Kong shall be eligible to become an Ordinary Member on payment of the entrance fee and the prescribed annual subscription.
- (b) Any graduate or student of the Faculty/School of Education of The Chinese University of Hong Kong shall be eligible to become a Life Member holding membership for life on payment of the entrance fee and the prescribed subscription fee.
- (c)(i) Any present teaching staff of the Faculty/School of Education of The Chinese University of Hong Kong shall be eligible to become an Honorary Member.
- (ii) Any previous teaching staff or any person enthusiastic in educational activities may be admitted as an Honorary Member by a resolution of the Committee.
- (iii) The Honorary Members may attend all General Meetings of the Association but have right of election. They are not eligible for election to be Committee Members.
- (d) An Ordinary Member, a Life Member or an Honorary Member duly entered in the Register shall confirm to these Articles of the Association and bye-laws made by the Committee hereunder and any lawful amendment, modification, addition to or alternation in such Articles or bye-laws.
7. (a) Every application for ordinary membership or life membership as the case may be shall be made in writing and signed by the applicant and shall be in such form as may time to time prescribed by the committee.
- (b) Such application shall be referred to the next meeting of the Committee and the Committee may at its discretion and without assigning any reason for its decision approve or refuse any such application. The decision of the Committee shall be final.
- (c) The Secretary shall advise every applicant of the committee's decision. When an application has been approved, the secretary shall in the case of an Ordinary Member send to the applicant a request for payment of the entrance fee and the prescribed first annual subscription; and in case of a Life Member, a request for payment of the entrance fee and the prescribed subscription fee. Upon receipt of the payment of the entrance fee and the relevant prescribed subscription the Secretary shall enter the application's name in the Register. No applicant whose application for membership is approved shall be entitled to exercise any of the rights and privileges of a Member until his name shall have been duly entered in the Register.

8. No Ordinary Member whose annual subscription is In arrears shall be eligible for election to the Committee until he has fully paid up his subscription.

#### **REGISTER**

9. The Secretary shall keep at the registered office a book to be called “The Register of Ordinary Members, Life members and Honorary Members of the Chinese University of Hong Kong Faculty/School of Education Alumni Association Limited(香港中文大學教育學院校友會有限公司)” which shall contain the following particulars:-

- (a) The name and address of each Member.
- (b) The date on which the name of each Member was entered in the register as such and the date on which any Member ceased to be a Member.  
All entries in the register and all amendments to the entries therein shall be subject to the approval of the Committee and the Register shall be open to inspection by all Members of the Association during normal business hours at the Registered Office.

#### **RETIREMENT OF MEMBERS**

- 10.(a) Any Member wishing to retire from the Association must give written notice to that effect to the Secretary not less than one month prior to the proposed withdrawal.
- (b) In the case of an Ordinary Member, unless written notices as aforesaid has been given, such Member will nevertheless remain liable for all moneys due from him to the Association at the time of his ceasing to be a Member.

#### **EXPULSION OF MEMBERS**

- 11.(a) A two-thirds majority of the Committee Members present and voting at a meeting of the Committee specially called for that purpose may by resolution expel any Member whose conduct, in their opinion, renders him unfit to be a Member of the Association.
- (b) Upon the passing of any resolution to expel a Member, such Member shall be forthwith notified of such resolution. Within seven days of such notification, such Member may either:-
- (i) accept the decision of the Committee and submit his resignation in writing to the Committee whereupon he shall as from the date of such resignation cease to be a Member of the Association, or

- (ii) reject the decision of the Committee and by notice in writing require the Committee to call an Extraordinary General Meeting in accordance with paragraph (c) of this Article.

In the event of no such resignation or no such written notice by such Member being given within the seven days period, then and in such case the resolution for expulsion shall, upon the expiry of fourteen days after the day on which the resolution was passed, become absolute.

- (c) Upon receipt of written notice by such Member that he rejects the Committee's decision to expel him, the Committee shall call an Extraordinary General Meeting shall not be less than twenty per cent of the total number of Members for the time being of the Association, and the confirmation of the resolution to expel shall be by way of special resolution passed by the Members present at that meeting.

- (d) In the event of the Committee's resolution to expel not being confirmed at the Extraordinary General Meeting, such resolution shall be deemed to be null and void and of no effect. But if the resolution shall be confirmed as aforesaid, such Member shall as from the date of such confirmation cease to be Member of the Association.

12. Any Member shall ipso facto cease to be a Member of the Association:-

- (a) If he is adjudicated a bankrupt or goes into liquidation or suspends payment or compounds with his creditors.
- (b) If being an Ordinary Member, his annual subscription is more than six months in arrears, but he may be re-admitted at any meeting of the Committee by resolution, and on paying his subscription in arrears.
- (c) If being either an Ordinary Member or a Life Member or an Honorary Member, he shall neglect or refuse to comply with any Article of the Association, or any **bye-law** of the Association for the time being after written notice sent to him by registered post by the Secretary on the instructions of the Committee directing his attention to such neglect or refusal.

13. A Member shall cease to have any further interest in the property and funds of the Association on ceasing to be a Member.

14.(a) The entrance fee for an Ordinary Member or a Life Member shall be HK\$20.00. The annual subscription fee for an Ordinary Member shall be HK\$30.00 or such other sum as may from time to time be determined by ordinary resolution of the Members at any General Meeting.

- (b) The subscription for a Life Member shall be a lump sum of HK\$200.00 or such other sum as may from time to time be determined by ordinary resolution of the Members at any General Meeting.

- (c) No entrance fee nor subscription is payable for an Honorary Member.

- (d) Members shall have power at any General Meeting to fix different rates of subscription for Ordinary and Life Member.
- (e) The entrance fee and the first annual subscription payable for an Ordinary Member or the entrance fee and the subscription payable for a Life Member shall be payable within thirty days after receipt by the applicant for membership of the request for payment referred to in Article 7(c) hereof.
- (f) The Committee shall have power to allow an extension of time for payment of the same, but if any applicant for membership shall fail to pay the same within the said period of thirty days or within such further time as the Committee may allow, the approval of such applicant for membership shall be deemed null and void.
- (g) Every year every Ordinary Member shall pay in advance the annual subscription on or before such date as may be determined by the Committee.

#### **HONORARY ADVISERS**

- 15. The Committee may by a resolution passed at a meeting of the Committee appoint any distinguished or prominent person as Honorary Advisers of the Association. All retiring Chairmen and Vice-Chairmen of the Committee shall be eligible to become Honorary Advisers of the Association. The Honorary Advisers may attend all General Meetings and Committee Meeting but have no voting rights. The term of office shall be one year.

#### **COMMITTEE**

- 16. The affairs of the Association shall be managed by a Committee comprising fourteen Members. All of them shall be elected at the Annual General Meeting.
- 17. The Committee shall have absolute power to regulate, manage and control all the affairs of the Association (including power to make bye-laws) and to carry out its objects (subject only to the Memorandum and Articles of the Association ) and 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 law expressly directed or required to be exercised or done by a General Meeting of the Association, and no resolution passed at any such General Meeting shall invalidate any prior act of the Committee which would have been valid if such resolution has not been made.
- 18. The property and funds of the association shall be under the control of the Committee, who shall cause an account to be opened with a bank in Hong Kong, into which all monies belonging to the Association shall be paid, and all cheques drawn on the said account shall be signed by either the Chairman or Vice-Chairman and also either the Treasurer or the Accountant.

## COMMITTEE MEMBERS

19. (a) The first Committee Members shall be appointed by the subscribers to the Memorandum and Articles of the association. Seven of them shall be appointed to hold office until the close of the first Annual General Meeting and seven of them shall be appointed to hold office until the close of the second Annual General Meeting.
- (b) \*
- (c) The candidates for each such election shall not be more than fourteen Members nor less than ten Members. Fifty per cent of the candidates shall be nominated by the Committee. The rest of the said candidates shall be nominated either before the Annual General Meeting by three Members jointly or during the Annual General Meeting by the Members present at that Meeting.
- (d) All retiring Committee members shall be eligible for re-election **without limitation in number of terms except the Chairman who shall be re-elected consecutively once only.**
- (e) With the exception of the first Committee Members, the term of office of a Committee Member shall be two years commencing on the 1<sup>st</sup> day of **September of the year where he is successfully elected at the Annual General Meeting.**"
20. Within two weeks after their appointment, the Committee Members shall elect among themselves one Chairman, **three Vice-Chairmen**, one Chinese Secretary, one English Secretary, one Treasurer and one Accountant. Their post shall last for **two years**.
- 21.(i) The Chairman shall be responsible for the management of the business of the Association , all public relations of the Association and presiding as the Chairman of all Committee Meetings and General Meetings of the Association.
- (ii) The Vice-Chairman shall assist the Chairman in the promotion of the business of the Association and shall act on behalf of the Chairman if the Chairman is absent.
- (iii) The Secretary shall be responsible for carrying out all secretarial works which include keeping the Register of Members, preparing the agenda, making entries of minutes of all meetings, and keeping the Common Seal of the Association and all correspondence and documents relating to the Association.
- (iv) The Treasurer and the Accountant shall be responsible for preparing the accounts and balance sheet, keeping all moneys of the Association, paying the same to the bank

account of the Association whenever exceeding HK\$500.00, and all other financial matters.

22. If any Committee Member shall be in default in his duties, not less than ten per cent of the Members in Hong Kong or two thirds of the Committee Members may give written notice of such default to the Committee. Within one month after receipt of such written notice, the Committee shall call an Extraordinary General Meeting for that purpose. The passing of the resolution at such Extraordinary General Meeting shall dismiss the defaulting Committee Member.
23. The Vice-Chairman shall fill the vacancy of the Chairman occurring by death resignation or otherwise. The Committee Members shall elect amongst themselves a person to fill the vacancy of the Vice-Chairman occurring by death resignation or otherwise. The Committee shall have power to appoint any member of the Association to fill any casual vacancy in the Committee occurring by death resignation or otherwise or by reason of any Committee Member ceasing during his term of office to be a Member of the Association. Any Committee Member so appointed shall hold office for the same period as the Committee Member in whose place he is appointed, and shall be eligible for re-election.

#### **PROCEEDINGS OF THE COMMITTEE**

- 24 (a) The Committee may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings and proceedings, as they think fit.
- (b) The Committee shall hold a meeting at least once every two months and one week's prior notice in writing of the meeting shall be given. Seven Committee Members shall constitute a quorum in any Committee Meeting.
- (c) the Chairman shall at any time upon the written request of three or more Committee Members convene a special Committee meeting. A Committee Member who is at any time not in the **Hong Kong Special Administrative Region** shall not during such time be entitled to have notice of any such meeting.
- (d) Any Committee Members who shall without any reasonable excuse and without any prior notice to the Chairman fail to attend the Committee Meetings for more than two occasions shall be deemed to resign from the office.
- (e) A meeting of the Committee for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions of the Committee.

- (f) The Chairman shall preside as the Chairman at all Committee Meetings. If the Chairman shall be absent, the Vice-Chairman shall take the chair. If the Chairman and the Vice-Chairman shall be absent, the Committee Members present shall choose one of their numbers to take the chair. Each Committee Member shall be entitled to one vote.
- (g) Questions arising at any Committee Meeting shall be decided by a majority of votes, and in case of an equality of votes, the Chairman shall have a second or casting vote.
- (h) The proceedings of all Committee Meetings shall be entered in a Minute Book which shall be signed by the chairman as a true record at the next succeeding Committee Meeting.
- (i) A resolution in writing signed by all Committee Members shall be valid and effectual if it has been passed at a meeting of the Committee duly called and constituted.

#### **SUB-COMMITTEES**

- 25. The Committee shall have the power to appoint any Members of the Association to form a Sub-Committee with power for such Members so appointed to co-opt one or more Members as members of such sub-Committee for such purposes, general or specific, as may be specified in the resolution appointing the same. Any decision made by any Sub-Committee shall be reported to the Committee and shall be valid and binding unless over-ruled by a decision of the Committee.

#### **GENERAL MEETINGS**

- 26.(a) 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 Committee may determine.
- (b) The Annual General Meeting shall be held in June every year at such time and place as the Committee may from time to time determine.
- (c) All other General Meetings of the Members shall be called Extraordinary General Meetings.
- (d) The Committee may, whenever it thinks fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition or, in default, may be convened by such requisitionists as provided by Section 113 of the Ordinance.
- (e) Seven days' notice at the least of every Annual General Meeting and twenty-one days' notice at the least of each Extraordinary General Meeting specifying the time and place



of the meeting and the business to be transacted thereat must be given to such persons entitled to receive such notice from the Association; but with the consent of all the Members entitled to receive notice of that particular meeting, that meeting may be convened by such shorter notice and in such manner at those Members think fit.

- (f) The accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any person entitled to receive such notice shall not invalidate any resolution or business transacted at that meeting.
- (g) No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business.
- (h) The quorum required for a General Meeting shall not be less than **five** per cent of the total number of the Members for the time being in Hong Kong. Proxies shall be allowed for this purpose.
- (i) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; and in any other case it shall stand adjourned to such time not exceeding 16 days after the day appointed for such meeting of which 7 days' notice in advance is given and to such place as the Members then present may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members then present shall be a quorum.
- (j) The Chairman of the committee or in his absence, the Vice-Chairman of the Committee shall preside as the Chairman at every General Meeting of the Association.
- (k) If there is no such chairman, the Members present shall choose a Committee Member, or if none is present or willing, one of the Members, to be the chairman.
- (l) 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 16 days or more, notice of the adjourned meeting shall be given as in the case of any 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 any adjourned meeting.
- (m) The proceedings of all General Meeting shall be entered in a Minute Book which on being signed by a chairman at the next General Meeting as a true record shall be conclusive evidence of the business done and passed at the previous General Meeting.

27. The business of an Annual Meeting shall be to receive and consider the accounts, balance sheets and the reports of the Committee and the conditions and the election of Committee Members and the appointment and remuneration of the auditor or auditors for the previous year together with the auditors' Report thereon and if approved to pass them. All other business transacted at an Annual General Meeting and all business transacted at an Extraordinary General Meeting shall be known as special business.

#### **VOTING**

- 28(a) Each Member present personally shall be entitled to one vote. In the event of an equality of votes the Chairman of the meeting shall be entitled to a second or casting vote.
- (b) Voting shall be by a show of hands unless the Committee decided that a poll be taken in a particular case.
- (c) Except as provided by the Ordinance in the case of special and extraordinary resolutions and where otherwise provided by these Articles, resolutions shall be decided by a simple majority.
- (d) 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 Minute Book shall be conclusive evidence of that fact.
- (e) Members shall only be entitled to vote personally as hereinbefore provided. Proxies shall not be allowed for voting purpose.

#### **ACCOUNTS AND AUDIT**

- 29 (a) The committee shall cause true accounts to be kept of all sums of money received and expended by the Association and the matters in respect of which such receipt and expenditure take place.
- (b) The financial year of the Association shall end on 30<sup>th</sup> of June in each year, or at such date as the Committee may from time to time decides.
- (c) The books of accounts shall be kept at the Registered Office of the Association or such other place or places as the Committee shall think fit.

- (d) The Committee shall from time to time determine at what and place, and under what conditions or regulations, the accounts and books of the Association or any of them shall be open to inspection by the Members; and no Member, save and except the Committee Members, shall have any right to inspecting any accounts or books of the Association, except or conferred by the Ordinance , or by the Memorandum of the Association, or as authorized by the Committee or by a resolution of the association of the Association in General Meeting.

#### **ALTERNATIONS OF ARTICLES**

- 30 (a) \*
- (b) \*
- (c) \*
- (d) \*

#### **BYE-LAWS**

31. The Committee shall have power from time to time to make such Bye-Laws as may be necessary for the furtherance of the purpose for which the Association is established and for regulating the nomination and election of Committee Members, for the orderly and efficient conduct of their own proceedings, and of the proceedings of General Meetings of the Association; the appointment of their own meetings; the conduct of arbitrations; and the regulation of the various sub-committees of the Association provided they be not repugnant to or inconsistent with the terms of the Memorandum of association or these Articles. The Committee may, at any time, and from time to time revoke or alter any of the said Bye-Laws.

#### **SEAL**

32. The Committee may from time to time make rules as to custody and use of the Seal. Until other rules are made by the Committee, the Seal shall be kept at the Registered Office or at such place as the Committee shall from time to time determine, and all documents requiring the Seal to be affixed thereto shall be signed by two Members of the Council and by the Secretary or some other person appointed by the Committee.

#### **NOTICES**

- 33 (a) All notices sent or required by these Articles to be sent to Members shall be deemed to have been duly served if sent by the Secretary through the post by prepaid letter or postcard addressed to Members at their address shown in the Register.
- (b) When a given number of days' notice is required to be given the day of service shall not, but the day upon which such notice expires shall, be included in such number of days.
- (c) Any notice sent by post shall be deemed to have been served on the day after the envelope or wrapper containing the same is posted and in proving service it shall be sufficient to prove that such envelope or wrapper was properly addressed and put into the post office or box.

#### **INDEMNITY**

34. Subject to the provisions of Section 150 of the Ordinance, if any prosecution, action or suit at law be commenced against any Committee Members or any servant or agent of the Association for anything done by him or them in the proper or reasonable discharge of their duties, such person or persons shall be defended and indemnified by and at cost of Association from all damages costs and expenses which may be incidental to or result from such prosecution, action or suit at law and the property and funds of the Association may be applied for such purpose as may be decided by the Committee from time to time provided however that none of such funds shall be applied either directly or indirectly in payment of the whole or part of any fine or penalty imposed upon any person by sentence or order of a Court of Justice.

#### **WINDING-UP**

35. If not less than three-quarters of the total members agree to winding up of the Association, then the issue will be decided at any General Meeting specially convened for that matter and the motion will be carried if it is supported by more than three-quarters of the total Members.

We, the several percents, 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.) LUNG CHING CHEUNG PETER (龍楨祥)**

Star Court, Flat C, 1<sup>st</sup> floor,  
4, Man Wan Road,  
Waterloo Road Rd.,  
Kowloon.  
Teacher

**(Sd.) SOU HON-POO, Howard (蘇漢波)**

Flat A, 7<sup>th</sup> floor, Tin Man Court,  
2A Kimberley St.,  
Kowloon.  
Lecturer

**(Sd.) WONG SUI CHUN (王瑞珍)**

Flat C, 8/F, Lakeside Bldg.,  
259, Gloucester Road,  
Hong Kong.  
Teacher

**(Sd.) CHAN KWAN CHUNG (陳羣松)**

Flat G, 5/F,  
4 Shun Yung St.,  
Kowloon.  
Teacher

Dated the 20<sup>th</sup> day of August, 1982.

**WITNESS** to the above signatures:

**(Sd.) Mak Suk Han**

Solicitor,  
Hong Kong.

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

<b>Names, Addresses and Descriptions of Subscribers</b>
<p><b>(Sd.) KWOK TSUN KEE (郭俊沂)</b> Flat 2, 1/F., On Wing Bldg., 49, Man Tai At., Whampoa Estate, Hung Hom, Kowloon. Teacher</p> <p><b>(Sd.) FAN KWOK-KAY (樊國基)</b> 17D, Flat 2, City One Shatin, Shatin, N.T. Teacher</p> <p><b>(Sd.) SO CHUN-HUNG (蘇俊雄)</b> 3504, Allway Gardens, Block F., Tsuen Wan, N.T. Teacher</p>

Dated the 20<sup>th</sup> day of August, 1982.

**WITNESS** to the above signatures:

**(Sd.) Mak Suk Han**

Solicitor,  
Hong Kong.