

The Companies Ordinance (Chapter 32)

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

MEMORANDUM OF ASSOCIATION

OF

**FEDERATION OF PARENT-TEACHER
ASSOCIATIONS WONGTAISIN DISTRICT LIMITED
黃大仙區家長教師會聯會有限公司**

Name

1. The name of the Company is "FEDERATION OF PARENT-TEACHER ASSOCIATIONS WONGTAISIN DISTRICT LIMITED黃大仙區家長教師會聯會有限公司" (hereinafter called "the Association").

Registered Office

2. The registered office of the Association will be situated in Hong Kong.

Objects

3. The objects for which the Association is established are:
 - 3.1 To promote the communication and exchange of experiences among the parent-teacher associations of Wong Tai Sin District (hereinafter called "the PTAs of Wong Tai Sin District") with a view to promoting quality education.
 - 3.2 To carry out activities among the PTAs of Wong Tai Sin District, so as to improve and enhance cooperation between families and schools with a view to promoting quality education.
 - 3.3 In furtherance of the objects of the Association but not otherwise, to assist in the establishing of parent-teacher associations in Wong Tai Sin District.
 - 3.4 In furtherance of the objects of the Association but not otherwise, to advance parent-education activities and to jointly develop parent-children education and other activities, so as to promote harmonious relationship in families within Wong Tai Sin District.

- 3.5 For the objects of the Association, to make suggestions and proposals to relevant authorities in respect of matters on educational policies and co-operation between families and schools.
- 3.6 To support, assist and co-operate with the PTAs of Wong Tai Sin District to achieve the objects of the Association as the Association thinks fit provided that if the recipient of the funding of the Association is an organization it shall prohibit the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Association under or by virtue of Clauses 4.2 and 7 hereof.
- 3.7 To carry out any other activities incidental to the objects of the Association.
- 3.8 For the objects of the Association, to acquire and hold land and immovable property and to sell and maintain such immovable property including the power to demolish and erect new buildings for the objects of the Association.
- 3.9 To set up and control funds for the objects of the Association.
- 3.10 For the objects of the Association, to take any gift of property, whether subject to any special trust or not, for anyone or more of the objects of the Association.
- 3.11 In furtherance of the objects of the Association but not otherwise, to take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association.
- 3.12 To print and publish any newspapers, periodicals, books or leaflets that the Association thinks necessary for the promotion of the objects of the Association.
- 3.13 For the objects of the Association, to sell, manage, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Association.
- 3.14 To invest the monies of the Association not immediately required for its objects in or upon such investments, securities or property as thought fit, subject nevertheless to such conditions (if any) and such consent (if any) as may from time to time be imposed or required by law.
- 3.15 To establish and support, and to aid in the establishment and support of, any other charitable associations formed for all or any of the objects of the Association provided that if the recipient of the funding of the Association is an organization it shall prohibit the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Association under or by virtue of Clauses 4.2 and

7 hereof.

- 3.16 To affiliate, amalgamate or join with any charitable companies, institutions, societies or associations having objects altogether or in part similar to those of this Association, provided that if the recipient of the funding of the Association is an organization it shall prohibit the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Association under or by virtue of Clauses 4.2 and 7 hereof.
- 3.17 To do all such other lawful things as the Association shall consider to be incidental or conducive to the furtherance of the above objects.

Provided that:

- (i) In case the Association shall take or hold any property which may be subject to any trusts, the Association will only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The objects of the Association shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (iii) The powers set forth in the Seventh Schedule of the Companies Ordinance (Cap.32) are hereby excluded.

No Distribution of Profit

- 4.1 The income and property of the Association, however derived, shall be applied solely towards the promotion of the objects of the Association as set out in this Memorandum of Association.
- 4.2 Subject to clauses (4.4) and (4.5) below, no portion of the income and property of the Association shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever, to the members of the Association.
- 4.3 No member of the Council of Management 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 no remuneration or other benefit in money or money's worth (except as provided in clause (4.5) below) shall be given by the Association to any member of the Council of Management or governing body of the Association.
- 4.4 Nothing herein shall prevent the payment, in good faith, by the Association of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association not being a member of the Council of Management or governing body of the Association in return for any services actually rendered to the Association.

- 4.5 Nothing herein shall prevent the payment, in good faith, by the Association:
- (a) to any member of its Council of Management or governing body of out-of-pocket expenses;
 - (b) of interest on money lent by any member of the Association or its Council of Management or governing body at a rate per year not exceeding 2% above the prime rate prescribed for the time being by The Hongkong And Shanghai Banking Corporation Limited for Hong Kong dollar loans;
 - (c) of reasonable and proper rent for premises demised or let by any member of the Association or of its Council of Management or Governing Body;
 - (d) of remuneration or other benefit in money or money's worth to a body corporate in which a member of the Association or of its Council of Management or Governing Body is interested solely by virtue of being a member of that body corporate by holding not more than one-hundredth part of its capital or controlling not more than a one-hundredth part of its votes.
- 4.6 No person shall be bound to account for any benefit he may receive in respect of any payment properly paid in accordance with clauses (4.4) and (4.5) above.

Limited Liability

5. The liability of the members of the Association is limited.

Contribution of Members

6. Every member of the Association undertakes to contribute to the assets of the Association in the event of its being wound up while it is a member, or within one year after it ceased to be a member, for payment of the debts and liabilities of the Association contracted before it ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding HK\$1.00.

Winding Up

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, this 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 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 Clause 4.2 above and this clause, such institution or institutions to be determined by the members of the Association at or before the time of dissolution and in default thereof by a Judge of the High Court of the Hong Kong Special Administrative Region having jurisdiction in regard to charitable funds and, if this provision cannot be effected, then to some charitable object.

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

Names, Addresses and Descriptions of Subscribers		Signatures
1. Name:	LI KIN MING (李見明)	
Address:	Flat G, 35/F., Block 2, Hsin Kuang Centre, 120 Lung Cheung Road, Wong Tai Sin, Kowloon.	
Occupation:	Assistant Engineer	
2. Name	Wu Tim Chau (胡添就)	
Address:	Flat IS, 32/F., Chun Wai House, Tin Ma Court, Wong Tai Sin, Kowloon.	
Occupation:	Merchant	

Dated this 1st day of August, 2003.

Witness to the above signatures:

CHEUNG WAI HAN
Solicitor
Room 1001, 10th Floor,
New World Tower I,
No.1 8 Queen's Road Central,
Hong Kong.

The Companies Ordinance (Chapter 32)

Company Limited by Guarantee
and not having a Share Capital

ARTICLES OF ASSOCIATION

OF

FEDERATION OF PARENT-TEACHER
ASSOCIATIONS WONGTAISIN DISTRICT LIMITED
黃大仙區家長教師會聯會有限公司

Interpretation

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

"The Association" means Federation of Parent-Teacher Associations Wongtaisin District Limited 黃大仙區家長教師會聯會有限公司.

"Councillor" means any person for the time being appointed as a member of the Council of Management of the Association.

"Month" and "Year" respectively means calendar month and calendar year.

"Ordinance" means the Companies Ordinance (Chapter 32 of the Laws of Hong Kong) and shall include all of its statutory amendments or substitution for the time being in force.

"seal" means the common seal of the Association.

"secretary" means any person appointed to perform the duties of the secretary of the Association.

"The Office" means the registered office for the time being of the Association.

Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine.

The headings are inserted for convenience only and shall not affect the construction of these Articles.

Expressions referring to writing shall, unless the contrary intention appears, be

construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

These Articles shall be construed with reference to the provisions of the Ordinance and terms used in these Articles shall (if not inconsistent with the subject or context) be taken as having the same respective meanings as they have when used in the Ordinance.

Objects

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

Number of Members

3. For the purposes of registration, the number of members of the Association is declared not to exceed 50.

Qualification of Members

4. All parent-teacher associations which belong to schools situate in Wong Tai Sin District and which have been verified or approved by their relevant schools shall be eligible to be a member of the Association.

Admission, rights and obligations of Members

- 5.1 Application for admission of membership shall be made to the Association in writing.
- 5.2 Upon the acceptance and approval of the application by the Council of Management of the Association and the payment of the membership subscription fee, the parent-teacher association shall become a member of the Association.
- 5.3 The Council of Management is entitled to terminate the membership of any member in breach of the Memorandum and any paid membership subscription fee will not be refunded.
- 5.4 All membership of the Association shall be renewed automatically annually until the Association receives from a member the official notice to resign from the Association, or upon the cessation of the membership of a member pursuant to Article 6.4.
- 5.5 Members shall have the right to elect Councillors of the Council of Management of the Association and the right to vote at all general meetings.
- 5.6 Members shall have the obligation to observe the provisions of the Memorandum and Articles of the Association, to abide by the decision of the Council of Management and to pay the membership subscription.
- 5.7 All members have the duty to comply with directions and to assist in the

development of the affairs of the Association.

- 5.8 All members may arrange a representative to attend the meetings of the Council of Management but such representative shall have no right to vote in such meetings.
- 5.9 All members are entitled to nominate a maximum of two representatives to be elected as councilor(s) of the Council of Management at the annual general meeting in which an election of Councillors is to be held.

Retirement and renewal of Members

- 6.1 Any member may retire from the Association by giving one month's notice in writing to the Association at its registered office of an intention so to do and upon the expiration of the notice the parent-teacher association serving notice shall cease to be a member.
- 6.2 Any member which shall fail in the observance of any regulation of the Association or which shall in the judgment of the Council of Management have been guilty of any act or practice or conduct calculated to bring discredit or disrepute on the Association, or to lower its status may be expelled from the Association by a resolution of the Council of Management at a special meeting called for that purpose. Such member shall have thirty days' notice to attend the aforementioned special meeting. Any member so expelled shall then cease to be a member subject to the following Articles.
- 6.3 Any member expelled from the Association by the vote of the Council of Management as is provided in the last preceding Article may within seven days after having received notice of expulsion appeal from the decision of the Council of Management to an extraordinary general meeting of the Association which shall then be convened by the Council of Management. A majority of not less than two-thirds of the members present at such last-mentioned meeting shall have power to annul the expulsion, subject to the performance of any conditions which the meeting shall think fit to impose.
- 6.4 Any member shall ipso facto cease to be a member of the Association:
 - 6.4.1 if it shall neglect or refuse to comply with any Article of Association or any Bye-law of the Association after written notice sent to it by registered post by the Secretary on the instructions of the Council of Management directing its attention to such neglect or refusal and it shall fail to take any remedial action within a reasonable time; or
 - 6.4.2 if the registered address of the school to which it belongs shall no longer situate at Wong Tai Sin District.
- 6.5 Any member whose name has been removed from the Register of Members shall not be entitled to a refund of the subscription fee paid.

Membership Subscription

- 7.1 Each member shall pay an one-off subscription fee of an amount of not less than HK\$500 at the time of application for admission of membership. Subject to paragraph 6 herein, the membership shall be permanent.
- 7.2 After payment of subscription fee and approval by the Council of Management, a candidate for membership shall be admitted as a member.

General Meetings

8. The Association shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Association and that of the next. Provided that so long as the Association holds its first annual general meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Councillors shall appoint.
9. All general meetings other than annual general meetings shall be called extraordinary general meetings.
10. The Councillors may, whenever they think 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. If at any time there are not within Hong Kong sufficient Councillors capable of acting to form a quorum, any Councillor or any two members of the Association may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Councillors.

Notice of General Meetings

11. An annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least, and a meeting of the Association other than an annual general meeting or a meeting for the passing of a special resolution shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and 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 institutions/persons as are, under the articles of the Association, entitled to receive such notices from the Association:

Provided that a meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it is so agreed

- (a) in the case of a meeting called as an annual general meeting, by at least half of the members entitled to attend and vote thereat ; and

- (b) in the case of any other meetings, by at least two third of the members having the right to attend and vote thereat.
- 12. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any institution/person entitled to receive notice shall not invalidate the proceedings at that meeting.

Proceedings at General Meetings

- 13. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Councillors and auditors, the election of Councillors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors.
- 14. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and continues to be present until the conclusion of the meeting; save as otherwise provided, 1/3 of all members or above present in person shall be a quorum.
- 15. 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; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Councillors 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 present shall be a quorum.
- 16. The chairman, if any, of the Councillors shall preside as chairman at every general meeting of the Association, or if there is no such chairman, or if he shall not be present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act or is absent from Hong Kong or has given notice to the Association of his intention not to attend the meeting, the Councillors present shall elect one of their number to be chairman of the meeting.
- 17. If at any meeting no Councillor is willing to act as chairman or if no Councillor is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairman of the meeting.
- 18. 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 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as previously stated it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

19. The business to be transacted at an annual general meeting shall include:
- 19.1 the consideration of the reports of the Council of Management and the Auditors;
 - 19.2 the consideration of the accounts and balance sheets;
 - 19.3 the election of Councillors in the place of those retiring; and
 - 19.4 the appointment of the Auditors.

Votes of Members

20. Every member shall have one vote at all meetings at which they are entitled to vote.
- 21.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- (a) by the chairman; or
 - (b) by at least 10 members present in person or by proxy; or
 - (c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll be so demanded 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 containing the minutes of proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

- 21.2 A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. Except as aforesaid, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 21.3 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
- 21.4 No objection shall be raised as to admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all

purposes. Any such objection shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

21.5 On a poll votes may be given either personally or by proxy and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

21.6 A member may attend by proxy, any general meeting which he is entitled to attend in person and, on a poll but not otherwise, vote by proxy on any resolution at any such meeting on which he would, if present in person, otherwise be entitled to vote. A proxy need not be a member of the Association.

21.7 General Proxy

An instrument appointing a proxy shall be in the following form and a form as near thereto as circumstances admit or such other form which the Council of Management may approve:

General Proxy

FEDERATION OF PARENT-TEACHER ASSOCIATIONS WONGTAISIN
DISTRICT LIMITED

I, _____, of _____ being a
member of the above-named Association hereby appoint
of _____, or failing him,
_____ of _____ as
my proxy to vote for me on my behalf at the (annual or extraordinary, as the
case may be) general meeting of the Association to be held on the _____ day of _____
and at any adjournment thereof.

Signed this _____ day of _____

21.8 Special Proxy

Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit or such other form which the Council of Management may approve:

Special Proxy

FEDERATION OF PARENT-TEACHER ASSOCIATIONS WONGTAISIN
DISTRICT LIMITED

I, _____, of _____ being a
member of the above-named Association hereby appoint
of _____, or failing him,
_____ of _____ as
my proxy to vote for me on my behalf at the (annual or extraordinary, as the

Signed this day of

21.9 An instrument appointing a proxy shall be signed by the appointor or his attorney.

21.10 An instrument appointing a proxy (and, where it is signed on behalf of the appointor by an attorney, and failing previous registration with the Association the power of attorney or a certified copy thereof) must either be delivered at such place or one of such places (if any) as may be specified for that purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, at the Office) at least 48 hours before the time appointed for holding the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used. An instrument of proxy shall not be treated as valid until such delivery shall have been effected. The instrument shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates. An instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purpose of any meeting shall not be required again to be delivered for the purpose of any subsequent meeting to which it relates.

21.11 An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll, and the same right to speak at the meeting as the appointor has.

21.12 A vote cast by proxy shall not be invalidated by the previous death or insanity of the appointor or by the revocation of the appointment of the proxy or of the authority under which the appointment of the proxy was made provided that no intimation in writing of such death, insanity or revocation shall have been received by the Association at the Office at least 48 hours before, the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is casted.

22. The number of the Councillor shall not be more than 18 and not less than 5 and the names of the first Councillors shall be determined in writing by the subscribers of the Memorandum of Association or a majority of them.

Powers and Duties of Councillors

23. The operation of the Association shall be managed by the Councillors, who may pay all expenses incurred in promoting and registering the Association, and may exercise all such powers of the Association as are not, by the Ordinance or by these Articles, required to be exercised by the Association in general meeting; subject nevertheless to the provisions of the Ordinance or these Articles and to such regulations, being not inconsistent with these provisions, as may be prescribed by the Association in general meeting, but no regulation made by the Association in general meeting shall invalidate any prior act of the Councillors which would have been valid if that regulation had not been made.
24. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Association, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by at least two Councillors of the Association.
25. The Councillors shall cause minutes to be made in books provided for the purpose:
- (a) of all appointments of officers made by the Councillors;
 - (b) of the names of the Councillors present at each meeting of the Councillors and of any committee of the Councillors;
 - (c) of all resolutions and proceedings at all meetings of the Association, and of the Councillors, and of committees of Councillors,
- and every Councillor present at any meeting of Councillors or committee of Councillors shall sign his name in a book to be kept for that purpose.
- 26.1 The Council of Management must compose of the following office bearers:
- (a) 1 Chairman
 - (b) 2 to 3 Vice-Chairmen
 - (c) 1 Secretary
 - (d) 1 Treasurer
- 26.2 The duties of the Councillors of the Council of Management shall be governed by the by-rules of the Association.
- 26.3 Subject to the provisions in Clauses 29.1-29.6 herein, the term of office of the Councillors of the Council of Management shall be two years, but all members shall be eligible for re-elections, provided that no person may serve as Chairman for more than two terms consecutively or in aggregate.
- 26.4 The Council of Management shall have the power to invite a person of distinction to be the Honorary Patron of the Association. The Honorary Patron may but need not be a member of the Association and in either case shall not whilst acting as Honorary Patron have any of the liabilities of a member. The Honorary Patron shall have the right to receive notice of and to attend but not to

vote at meetings of the members of the Association and otherwise shall have such rights as shall be determined by the Council of Management; provided that the Honorary Patron shall have no executive power of function.

26.5 The Council of Management shall have the power to invite persons of distinction to be Honorary Presidents of the Association. The Honorary Presidents may but need not be members of the Association and in either case shall not whilst acting as Honorary Presidents have any of the liabilities of members. The Honorary Presidents shall have the right to receive notice of and to attend but not to vote at meetings of the members of the Association and otherwise shall have such rights as shall be determined by the Council of Management, provided that the Honorary Presidents shall have no executive power or function.

26.6 The Council of Management shall have the power to invite persons of distinction to be Honorary Advisers of the Association. The Honorary Advisers may but need not be members of the Association and in either case shall not whilst acting as Honorary Advisers have any of the liabilities of members. The Honorary Advisers shall have the right to receive notice of and to attend but not to vote at meetings of the members of the Association and otherwise shall have such rights as shall be determined by the Council of Management, provided that the Honorary Advisers shall have no executive power of function.

Disqualification of Councillors

27. The office of a Councillor shall be vacated if he becomes bankrupt or of unsound mind, or if he resigns his office by notice in writing to the Association, or if he fails to attend 2 meetings of the Council of Management without reasonable excuse. For the purpose of this Article, the decision of the majority in a meeting of the Council of Management shall be final.

Election of Councillors

28. The Councillors of the Council of Management shall be elected by members at the annual general meeting and the Councillors shall be elected to their posts by a poll conducted among themselves.

Rotation of Councillors

29.1 An election of Councillors shall be held every two years at the annual general meetings, and shall be by ballot. The first members of the Council of Management shall retire at the second annual general meeting of the Association but shall be eligible for re-election or nomination.

29.2 Subject to Article 29.1, two-thirds of the members of the Council of Management for the time being or if their number is not three or a multiple of three, then the number nearest to two-thirds shall retire from office at the annual general meeting in which an election of Councillors is to be held.

29.3 The Councillors of the Council of Management to retire or remain in office according to the provisions in paragraph 29.2 herein, shall be determined by the

Councillors in the last meeting of the Council of Management. Those Councillors remain in office shall be re-appointed in the coming Annual General Meeting. In any event, all Councillors must retire after holding office for 4 continuous years.

- 29.4 A retiring Councillor of the Council of Management shall be eligible for re-election.
- 29.5 The Council of Management shall have power at any time, and from time to time, to appoint or co-opt a member as an additional Councillor of the Council of Management who shall retire from office at the next annual general meeting in which an election of Councillors is to be held after his appointment as aforesaid, but shall be eligible for re-appointment. The additional Councillors have the same powers and duties as the other Councillors.
- 29.6 A Councillor shall hold office until the completion of the next election of Councillors when he shall retire according to Clause 29.2 herein.

Proceedings of Councillors

- 30. The Council of Management shall at least hold two meetings in each year. The quorum necessary for the transaction of the business of the Council of Management shall be half of the members present at the meeting. A meeting of the Council of Management at which a quorum is present when the meeting proceeds to business shall be competent to exercise all powers and discretions for the time being exercisable by the Council of Management.
- 31. Question arising at any meeting of the Council of Management shall be determined by a majority of votes. The chairman of any meeting shall have a second or casting vote.

Secretary

- 32. The duties of the Secretary is to keep records of all meetings and to perform any other secretarial duties.

The Seal

- 33. The Councillors shall provide for the safe custody of the seal, which shall only be used by the authority of the Councillors or of a committee of the Councillors authorized by the Councillors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Councillor and shall be countersigned by the secretary or by a second Councillor.

Accounts

34. The Councillors shall cause proper books of account to be kept with respect to:
- (a) all sums of money received and expended by the Association and the matters in respect of which the receipt and expenditure takes place;
 - (b) all sales and purchases of goods by the Association; and
 - (c) the assets and liabilities of the Association.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Association's affairs and to explain its transactions.

35. The books of account shall be kept at the registered office of the Association, or, subject to section 121(3) of the Ordinance, at such other place or places as the Councillors think fit, and shall always be open to the inspection of the Councillors.
36. The Councillors shall from time to time determine whether and to what extent and 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 Councillors, and no member (not being a Councillor) shall have any right of inspecting any account or book or document of the Association except as conferred by statute or authorized by the Councillors or by the Association in general meeting.
37. The Councillors shall from time to time in accordance with sections 122 and 129D 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 those sections.
38. A copy of every balance sheet (including every document required by law to be annexed to it) which is to be laid before the Association in general meeting, together with a copy of the Councillors' report and a copy of the auditor's report, shall not less than 21 days before the date of the meeting be sent to every member of the Association:

Provided that this article shall not require a copy of those documents to be sent to any member of whose address the Association is not aware.

Audit

39. Auditors shall be appointed and their duties regulated in accordance with the Ordinance.

Notices

40.1 A notice may be given by the Association to any member either personally or by sending it by post to him or to his registered address. 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 in the case of a notice of a meeting at the expiration of 48 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

40.2 Institutions/Persons to Receive Notice

Notice of every general meeting shall be given in any manner hereinbefore authorized to:

- (a) every member entitled to attend and vote except those members which have not supplied to the Association an address within Hong Kong for the giving of notices to them; and
- (b) the auditors for the time being of the Association.

Winding Up

41. The provisions of Clause 7 of the Memorandum of Association relating to the winding-up or dissolution of the Association shall have effect and be observed as if the same were repeated in these Articles.

Conflicts of Interest

42.1 If a Councillor or member of the governing body of the Association is in any way (directly or indirectly) interested in a transaction, arrangement or contract or proposed transaction, arrangement or contract with the Association that is significant in relation to the Association's operations and his interest is material, he must declare the nature and extent of his interest to the other Councillors or members of the governing body of the Association in accordance with the provisions of the Ordinance.

42.2 A Councillor or member of the governing body of the Association must neither vote nor be counted for quorum purposes in respect of the transaction, arrangement or contract or proposed transaction, arrangement or contract in which he is so interested, and if he does so vote his vote shall not be counted.

Names, Addresses and Descriptions of Subscribers		Signatures
1. Name:	LI KIN MING (李見明)	
Address:	Flat G, 35/F., Block 2, Hsin Kuang Centre, 120 Lung Cheung Road, Wong Tai Sin, Kowloon.	
Occupation:	Assistant Engineer	
2. Name	Wu Tim Chau (胡添就)	
Address:	Flat IS, 32/F., Chun Wai House, Tin Ma Court, Wong Tai Sin, Kowloon.	
Occupation:	Merchant	

Dated this 1st day of August, 2003.

Witness to the above signatures:

CHEUNG WAI HAN
Solicitor
Room 1001, 10th Floor,
New World Tower I,
No.1 8 Queen's Road Central,
Hong Kong.