

**MEMORANDUM**  
**AND**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**Hong Kong Association for Specific Learning Disabilities**  
香港特殊學習障礙協會

\_\_\_\_\_  
Incorporated the      day of  
\_\_\_\_\_

No.

[COPY]

COMPANIES ORDINANCE  
(CHAPTER 32)

**CERTIFICATE OF INCORPORATION**

I hereby certify that

**Hong Kong Association for Specific Learning Disabilities**

香港特殊學習障礙協會

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

Issued by the undersigned on

.....  
for Registrar of Companies  
Hong Kong

THE COMPANIES ORDINANCE (CHAPTER 32)

---

Company Limited by Guarantee and not having a Share Capital

---

MEMORANDUM OF ASSOCIATION

OF

**Hong Kong Association for Specific Learning Disabilities**

香港特殊學習障礙協會

---

1. The name of the Company is “Hong Kong Association for Specific Learning Disabilities 香港特殊學習障礙協會” (hereinafter referred to as “the Association”).
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 promote the spirit of mutual help, provide suitable counseling to school children with specific learning disabilities on a non-profit making basis.
  - (b) In furtherance of the objects of the Association but not otherwise to promote and educate the public’s understanding of specific learning disabilities, and encourage parents’ sharing of their experience and insights in teaching their children.
  - (c) To pursue effective education and social welfare needed to prevent discrimination against children with specific learning disabilities and their families.
  - (d) To acquire by purchase, lease or otherwise any other lands, buildings, easements or property on such reasonable terms and conditions as the Association deems fit and proper for the purpose of furthering the objects of the Association but not otherwise.
  - (e) In furtherance of the objects of the Association but not otherwise to manage, improve and maintain all or any part of the lands, buildings, easements and property of the Association and to demise, underlet, exchange, sell or otherwise deal with and dispose of the same, either together or in portions, and for such reasonable considerations as the Association may think fit.
  - (f) To borrow or raise and give security for any moneys required for the objects of the Association upon such securities as may be determined and in such reasonable and prudent manner as the Association shall think fit and proper and in particular by mortgage or charge upon an appropriate part of the property of the Association both present or future at such reasonable terms and conditions as the Association deems fit and proper.
  - (g) To invest or otherwise deal with the moneys of the Association not immediately required, upon such investments and securities and in a proper and prudent manner as may from time to time be determined by the Association for the purpose of furthering the objects of the Association but not otherwise PROVIDED that if any of such investments are acquisition of shares of other company or companies such company or companies shall have objects in whole or in part similar to those of the Association and shall have provisions in its or their constitution prohibiting the distribution of its 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 5 hereof.
  - (h) To accept donations and endowments and to take any gift of property for any one or more of the objects of the Association.

- (i) To print and publish any newspaper, periodicals, books or leaflets on a non-profit making basis that the Association may think desirable for the promotion of its objects.
- (j) To undertake and execute any trusts which may be lawfully undertaken by the Association in the furtherance of the objects of the Association but not otherwise.
- (k) To acquire and take over all of the assets and liabilities of the present unincorporated body known as Hong Kong Association for Specific Learning Disabilities 香港特殊學習障礙協會.
- (l) Subject to Clause 5 hereof to hire and employ all classes of persons considered necessary for the objects of the Association and to pay to them and to other persons in return for services rendered to the Association salaries, wages, gratuities and pensions.
- (m) To enter into any agreement with the Government or any authority whether local or otherwise that is conducive to the objects of the Association or any of them or to obtain from Government or any such authority any rights, privileges and concessions.
- (n) In furtherance of the objects of the Association but not otherwise to support and subscribe to any charitable institution, society or club; and subject to Clause 5 hereof to give pensions, gratuities, or charitable aid to any person who may have served the Association, or to the wife or husband (whether in law or defacto), widow or widower, children or other relatives of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Association. Provided that none of the funds of the Association shall subscribe to any institution, society or club which does not 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 Clause 5 hereof.
- (o) In furtherance of the objects of the Association but not otherwise to purchase or otherwise acquire and undertake all or any part of the property, assets and engagement of any one or more of the companies, institutions, clubs, societies or associations with which this Association is authorized to amalgamate provided that the companies, institutions, clubs, societies or associations shall prohibit the distribution of their income and property among their member to an extent at least as great as is imposed on the Association under or by virtue of Clause 5 hereof.
- (p) To do all such other things as are incidental or conducive to the attainment of the above objects and the exercise of the powers of the Association.

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 organizations of workers and organizations of employers.
4. The powers set forth in the Seventh Schedule to the Companies Ordinance (Cap. 32) are hereby excluded.
  5. (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.
  - (2) Subject to sub-clauses (4) and (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.

- (3) No member of the Executive 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 no remuneration or other benefit in money or money's worth (except as provided in sub-clause (5) below) shall be given by the Association to any member of the Executive Committee or Governing Body.
  - (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 Executive Committee or Governing Body of the Association in return for any services actually rendered to the Association.
  - (5) Nothing herein shall prevent the payment, in good faith, by the Association:-
    - (a) to any member of its Executive Committee or Governing Body of out-of pocket expenses;
    - (b) of interest on money lent by any member of the Association or its Executive Committee 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 Executive Committee 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 Executive Committee 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.
  - (6) No person shall be bound to account for any benefit he may receive in respect of any payment properly paid in accordance with sub-clauses (4) and (5) above.
6. The liability of the members is limited.
  7. No addition, alteration or amendment shall be made to or in this Memorandum of Association or the Articles of Association for the time being in force, unless such alteration has previously been submitted to and approved by the Registrar of Companies in writing.
  8. The Association shall not form a subsidiary or hold a controlling interest in another body corporate, unless the formation of such a subsidiary or the holding of such a controlling interest is in the furtherance of the objects of the Association and has previously been approved by the Registrar of Companies in writing.
  9. Every Member of the Association undertakes to contribute to the assets of the Association, in the event of its being wound up during the time that he/she 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/she 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 amongst themselves, such amount as may be required not exceeding one Hong Kong dollar (HK\$1.00).
  10. If upon the winding up of the Association there remains, after 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 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 5 hereof, such institution or institutions to be determined by the members of the Association before the time of dissolution, and in default thereof by a Judge of the High Court of Hong Kong SAR having jurisdiction in regard to charitable funds,

and in so far as effect cannot be given to the aforesaid provision, then to some charitable objects.

11. 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 takes 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 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 authorised auditor or auditors.

THE COMPANIES ORDINANCE (CHAPTER 32)

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION

OF

**Hong Kong Association for Specific Learning Disabilities**

香港特殊學習障礙協會

**Articles of Association**

1. In the Memorandum of Association and the Articles of Association of Hong Kong Association for Specific Learning Disabilities 香港特殊學習障礙協會, the following meanings shall apply:

Words Meanings

**Annual General Meeting:** means the yearly general meeting of the Members of the Association including the First General Meeting of the Members.

**Association:** means Hong Kong Association for Specific Learning Disabilities 香港特殊學習障礙協會.

**Chairman:** means the Chairman of Association for the time being.

**Executive Committee:** means the executive body of the Association.

**Extraordinary General Meeting:** means a general meeting of the Members of the Association specially summoned under the Articles of Association.

**General Meeting:** means a general meeting of the Members of the Association whether annual or extraordinary.

**Members:** means the Ordinary Members and Honorary Members of the Association for the time being.

**Membership:** means the status conferred as a result of becoming a Member of the Association following the payment of the membership fees or donating a specified sum appropriate to the category of Membership as determined by the Executive Committee.

**Month:** means a calendar month.

**Ordinance:** means the Companies Ordinance (Cap. 32).

**Registered Office:** means the registered office of the Association.

**Seal:** means the common seal of the Association.

**Secretary:** means the Secretary of the Association for the time being.

**Treasurer:** means the Treasurer of the Association for the time being.

**Vice Chairman:** means the Vice Chairman of the Association for the time being.

2. These Articles shall be construed with reference to the provisions of the Companies Ordinance, Cap. 32, and, notwithstanding Article 1 above, terms used in these Articles shall be taken as having the same respective meanings as they have when used in that Ordinance.
3. The Association is established for the objects expressed in the Memorandum of Association.

### **Membership**

4. For the purpose of registration, the number of Members of the Association is declared not to exceed 2,000.
5. The following shall be the categories of Membership:
  - (a) Ordinary Members
  - (b) Honorary Members
6. (a) Ordinary Members:
  - (1) Parents whose child/children have specific learning disabilities, upon the approval of the Executive Committee of the Association and payment of membership fees, can officially register as Ordinary Members.
  - (2) Every Ordinary Member shall pay the membership fees appropriate to his or her category of membership under such arrangements as the Members of Association shall from time to time determine at the General Meeting.
  - (3) If the applicant family is a "public assistance" recipient, the membership fees can be reduced to half.
  - (4) Upon renewal of membership, members need to pay the annual membership fees.
  - (5) For those members who join the Association in November or December of any given year, their membership is valid until December of the following year.
  - (6) Members can take part in all of the activities organized by the Association and in the Annual General Meeting. They also have the right to speak up and the right to be elected and to vote.
  - (7) Members are expected to help to promote the Association.
- (b) Honorary Members:
  - (1) Those people who donate a specified amount as endorsed in meeting by Members can become permanent Honorary Members (for parents with a non-specific learning disabilities child).
  - (2) Honorary Members can take part in activities organized by the Association as well as enjoy all rights of membership except the right to vote and the right to be elected.
  - (3) Honorary members are welcome to make donations to the Association every year on a voluntary basis.
7. The first Ordinary Members of the Association shall be the signatories to the Memorandum of Association and these Articles of Association.
8. All members are prohibited as members of the Association from carrying out any promotional work for their own interests or any other work not related to the Association.
9. Membership of the Association shall be lost in any of the following circumstances:
  - (a) by resignation in writing of the Member giving one month's notice;
  - (b) by expulsion of the Member in accordance with the provision of Article 10 hereof;

- (c) by failure of the Member to pay any membership fees or other dues incurred as a result of Membership more than six months after the membership fees or other dues have become payable. The membership shall be reinstated if any outstanding membership fees and other dues are settled and a reinstatement fee is paid. The amount of reinstatement fee shall be determined from time to time by the Members at a General Meeting.
  - (d) If a Member is found to carry out activities or work described in Article 8, a Member of the Executive Committee should seek to persuade the Member to stop such activities or work. If the persuasion is found not to be effective, the issue of dismissal has to be discussed and decided by the Executive Committee, which can issue a formal notice of dismissal to dismiss a Member.
  - (e) Any Member of the Association who abuses the name of the Association and damages the image and reputation of the Association can be dismissed by a decision of the Executive Committee.
- 10 (a) Any Member of the Association who willfully refuses or neglects to comply with any of the provisions of the Memorandum of Association or the Articles of Association or who is guilty of any conduct which may be objectionable to other Members of the Association or contrary to the interests of the Association shall render himself or herself liable to expulsion from Membership of the Association.
- (b) For the purpose of deciding upon the expulsion of a Member, a meeting with a quorum of at least three-fourth of the Members of the Executive Committee shall be convened, and a resolution shall only be passed with a majority of the Members of the Executive Committee present and voting at the meeting. The Member in question shall be given at least seven days' notice in writing of the meeting and shall be entitled to attend the same and make written or oral representation of his/her case, but shall not be entitled to vote thereat. If the meeting shall pass a resolution to expel a Member, he/she shall have the right to appeal to the Association at a General Meeting within seven days of the date of the notice to expel him/her.
- 11 Those Members who are dismissed are not entitled to any refund of their membership fees.
12. No person ceasing to be a Member of the Association shall have any right or claim upon the Association or its property and funds.

#### **Membership Fees**

13. The amounts of annual membership fees of the Members shall be as determined from time to time by the Members at a General Meeting.

#### **General Meetings**

14. A General Meeting as the highest authority of the Association has the following rights and responsibilities:
- (a) to approve, amend, negate and ratify any decisions made by the Executive Committee;
  - (b) to approve the yearly work report of the Executive Committee;
  - (c) to approve the audited financial report;
  - (d) to elect members of the Executive Committee;
  - (e) to approve, amend and interpret the Memorandum and Articles of Association of the Association;
  - (f) to discuss and decide on proposals made by Members in accordance with the Memorandum and Articles of Association of the Association;
15. The Annual General Meeting shall be held once in every calendar year at such time and place as may be determined and notified by the Executive Committee. Not more than 15 months shall elapse between the date of one Annual General Meeting of the Association and that of the next. The Association must hold its first Annual General Meeting within 18 months of its incorporation.



16. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
17. The Executive Committee or at least half of the Members of the Association who have the right to vote authority may whenever they think fit convene an Extraordinary General Meeting and an Extraordinary General Meeting shall also be convened as provided by Section 113 of the Ordinance.
18. Fourteen days' notice in writing of every General Meeting other than the Annual General Meeting shall be given by the Secretary specifying the date, place and time of the meeting. Twenty-one days' notice in writing shall be given for Annual General Meeting and Extraordinary General Meeting for passing a Special Resolution.
19. Accidental omission to give notice of a meeting to any Member shall not invalidate any resolutions passed at, or the proceedings of, any meeting.

#### **Proceedings at General Meetings**

20. The business transacted at an Annual General Meeting shall normally include the election or re-election of Members of the Executive Committee, consideration of the income and expenditure account and balance sheet, the reports of the Executive Committee and of the Auditors and the fixing of the remuneration of the Auditors.
21. No business shall be transacted at any General Meeting unless a quorum is present and continues to be present until the conclusion of the meeting. A quorum shall be constituted by 50 Ordinary Members present in person.
22. (a) If within fifteen minutes from the time appointed for the holding of a General Meeting a quorum is not present, the meeting shall stand adjourned and its has to be held within twenty-one days of the scheduled General Meeting, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall form a quorum.  
  
(b) In the event that a General Meeting has proceeded to business with a quorum but before its conclusion a quorum is no longer present, the meeting shall be adjourned immediately to such other day and time as the Executive Committee shall determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall form a quorum.
23. The Chairman or failing him another person who is appointed by the Chairman and approved by the Executive Committee shall preside as Chairman at every General Meeting, but if at any meeting neither the Chairman nor the person who is appointed by the Chairman and approved by the Executive Committee is present fifteen minutes after the time appointed for holding the meeting, or if neither of them is willing to act as Chairman, the Members present shall choose a Member of the Association present to preside.
24. The Chairman may, with the consent of Members present at any meeting (and shall if so directed by the meeting), adjourn a meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.
25. At any General Meeting a resolution put to a vote of the meeting, being an ordinary resolution, shall be carried on a show of hands by a simple majority in favour of the votes of all Members present and voting, and being a special resolution, shall be carried on a show of hands of not less than three-fourths in favour of the votes of all Members present and voting and a declaration by the Chairman of the meeting 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.

26. In the case of an equality of votes, the Chairman of the meeting shall be entitled to a casting vote.

#### **Votes of Members**

27. Every Ordinary Member shall have one vote. Members in other categories shall be entitled to attend a General Meeting but shall not be entitled to vote.

#### **Executive Committee**

28. The affairs of the Association shall be managed by an Executive Committee duly elected at an Annual General Meeting by and from the Ordinary Members of the Association. The number of Members of the Executive Committee shall not be less than two nor more than fifteen. The first Office-Bearers of the Executive Committee shall be appointed by the Founder Members to the Memorandum and Articles of Association.
29. Members of the Executive Committee consists of Chairman, Vice-Chairman, Secretary, Treasurer, Communications officer, Coordinators responsible for “children development groups” in different districts.
30. The Executive Committee may from time to time appoint an Ordinary Member to be a Member of the Executive Committee to fill a casual vacancy for the remaining term of office in accordance with such arrangements as it shall from time to time determine by the Executive Committee. Any person so appointed shall retain office only until the next Annual General Meeting.
31. The term of office of the Members of the Executive Committee is two years. Members who retire from office are eligible for re-election provided that no member shall remain in the same position for over 6 years.
32. All Executive Committee Members are volunteers and will not be given any remuneration except for the reimbursement of approved expenses incurred for the work of the Association. Paid employees of the Association cannot become a member of the Executive Committee.
33. If an Executive Committee Member is directly or indirectly interested in any contract (being a contract of significance in relation to the Association’s operation) with the Association and, if his interest in the contract is material, he shall declare the nature of his interest in manner required by section 162 of the Ordinance. An Executive Committee Member shall not vote in respect of any contract in which he is interested or any matter arising thereof and if he does so vote his vote shall not be counted.

#### **Election of the Executive Committee**

34. Election of the Executive Committee at the Annual General Meeting in every other year shall be elected post by post by “one member one vote” held in accordance with the following provisions:
- (a) Every candidate for election as a Member of the Executive Committee shall be an Ordinary Member of the Association who has at least one child with specific learning disabilities.
  - (b) Every candidate for election as a Member of the Executive Committee must be nominated by one Ordinary Member in writing, signed by the Member nominating, and must be accompanied by the written consent signed by the person nominated of his or her willingness to serve on the Executive Committee. Every such nomination and confirmation of acceptance must reach the Secretary not later than fourteen days before the Annual General Meeting.
  - (c) In the event that the candidate has signed the consent form but cannot attend the Annual General Meeting, his or her candidacy will not be affected.
  - (d) In the event of the number of candidates duly nominated being greater than the number of vacancies on the Executive Committee, the Secretary shall prepare voting papers and such voting papers shall be handed at the Annual General Meeting to every Ordinary Member present.

- (e) Every such voting paper shall be in such form as the Executive Committee may from time to time determine and shall contain the names of all candidates who have been duly nominated.
- (f) If the number of candidates duly nominated for election as Members of the Executive Committee dose not exceed the number of vacancies, such candidate or candidates shall be deemed to have been duly elected.
- (g) If the number of candidates duly nominated dose exceed the number of vacancies, election of Executive Committee Members should be elected by a majority of Ordinary Members who are present in the general meeting.

#### **Election of the Chairman and Vice - Chairman**

- 35. The Chairman and Vice- Chairman of the Association shall be elected by and from the Members of the Executive Committee by ballot. The provisions for this election shall follow the provisions prescribed for the election of the Members of the Executive Committee in as far as those provisions are applicable.
- 36. If either the Chairman or Vice-Chairman resigns before his/her term ends, an Extraordinary General Meeting has to be called to elect a replacement.
- 37. The outgoing Chairman or Vice-Chairman is expected to assist the new Chairman or Vice-Chairman to manage the Association for one year, so as to ensure that there will be smooth operations during the transition period.

#### **Powers of the Executive Committee**

- 38. The powers and duties of the Executive Committee shall be:
  - (a) to be responsible for the daily operations, administration and staff management;
  - (b) to formulate financial proposals for the whole year;
  - (c) to compile the annual work report and annual financial report;
  - (d) to implement decisions made at the Annual General Meeting;
  - (e) to produce the audited financial report of the whole year at the Annual General Meeting;
  - (f) to formulate long-term developmental plans in accordance with the constitution;
  - (g) to be responsible for calling the Annual General Meeting;
  - (h) to set the amount of annual membership dues and other expenses;
  - (i) to authorize working groups and individual members to share some of the responsibilities of the Executive Committee.
- 39. The operation of the Association shall be managed by the Executive Committee which may exercise all the powers of the Association save those powers expressly required to be exercised by the Association in a General Meeting.

#### **Rules**

- 40. The Executive Committee may make Rules for regulating the affairs of the Association which shall be binding on all Members, and may from time to time revoke, alter or replace any such Rules. In particular the Executive Committee may make such Rules in regard to all or any of the following matters:
  - (a) the rights and privileges which shall be accorded to Members of the Association, and the particulars to be supplied by candidates for Membership.
  - (b) the use of the Association's premises and facilities.
  - (c) the organization, management and conduct of social events arranged by the Association.

- (d) any other matter relating to the operation of the Association not already provided for by the Memorandum and Articles of Association, provided always:
  - i) that no rule shall be inconsistent with anything contained in the Memorandum or Articles of the Association.
  - ii) that any rule may be canceled, modified or amended by resolution of the Association in a General Meeting.

#### **The Seal**

- 41. The Seal of the Association shall not be affixed to any instrument except by the authority of a resolution of the Executive Committee and in the presence of the Chairman or the Vice Chairman and of the Honorary Secretary who shall jointly sign every instrument to which the Seal shall be so affixed.

#### **Vacation of Office by Members of the Executive Committee**

- 42. The Office of a member of the Executive Committee shall be liable to be vacated:-
  - (a) if he or she becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (b) if he or she becomes of unsound mind; or
  - (c) if he or she ceases to be a Member of the Association; or
  - (d) if he or she participate in less than fifty percent of the meetings of the Executive Committee in a year without acceptable explanation and the Executive Committee resolves that his or her office is thereby vacated; or
  - (e) if he or she resigns his or her office by two months' notice in writing to the Association given in accordance with section 157D(3) of the Ordinance; or
  - (f) if he or she ceases to hold office by reason of an order made under Section 275 of the Ordinance; or
  - (g) if he or she becomes prohibited from being a director or a member of Executive Committee by reason of any disqualification order made under Part IVA of the Ordinance; or
  - (h) if he or she is directly or indirectly interested in any contract with the Association and if his or her interest in the contract is material, fails to declare the nature of his/her interest in the manner required by section 162 of the Ordinance; or
  - (i) if he or she holds any salaried office in the Association; or
  - (j) if he or she is removed by an ordinary resolution of the general meeting of the members of the Association in accordance with Section 157B of the Ordinance.

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

- 43. The Executive Committee shall meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit at least four times in every calendar year and determine the quorum necessary for the transaction of business. Unless otherwise determined by the Executive Committee, three members of the Executive Committee shall be a quorum. In case of an equality of votes the Chairman shall have both a deliberative and a casting vote.
- 44. The Chairman may summon a meeting of the Executive Committee at any time by seven days' notice before the meeting.
- 45. Emergency meetings of the Executive Committee can be scheduled by the Chairman with the approval of at least two Executive Committee members.
- 46. A meeting of the Executive Committee at which a quorum is present shall be competent to exercise all the authorities, powers and discretions for the time being vested in the Executive Committee generally. The quorum shall continue to be present until the conclusion of the meeting and in the event that a meeting of the Executive Committee has proceeded to business with a quorum but before its conclusion a quorum is no longer present, the meeting shall be adjourned immediately to such other day and time as the Executive Committee shall determine, and if at such adjourned meeting a

quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall form a quorum.

47. All bona fide acts of the Executive Committee or any person acting on its authority shall, notwithstanding it be afterwards discovered that there was some defects in the appointment or continuance in office of any such Member of the Executive Committee or person acting as aforesaid, so that they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Member of the Executive Committee as the case may be.
48. The Executive Committee shall cause minutes to be made in books provided for the purpose-
  - (a) of all appointments of officers made by the Executive Committee;
  - (b) of the names of the Executive Committee present at each meeting of the Executive Committee and of any committee of the Executive Committee;
  - (c) of all resolutions and proceedings at all meetings of the Association, and of the Executive Committee, and of committees of Executive Committee, and every Member of the Executive Committee presents at any meeting of Executive Committee or committee of Executive Committee shall sign his or her name in a book to be kept for that purpose.
49. A resolution in writing signed by all the Members of the Executive Committee for the time being shall be as valid and effectual as if it had been passed at a meeting of the Executive Committee duly convened and constituted.

#### **Amendment of Articles**

50. No addition, alteration or amendment shall be made to or in this Memorandum of Association or the Articles of Association for the time being in force, unless such alteration has previously been submitted to and approved by the Registrar of Companies in writing.

#### **Accounts and Audits**

51. 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 matters in respect of which such receipts and expenditure take place;
  - (b) all sales and purchases of goods, lands and other things whatsoever 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.

52. The Treasurer shall receive all subscriptions, unconditional donations from members or outside individuals or bodies or organizations and all other moneys coming to the Association; his or her receipts shall be the only sufficient discharge, and he or she shall pay into a bank, to be named by the Executive Committee, all moneys received.
53. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, jointly by any two of the Chairman, Secretary or Treasurer.
54. All assets and income of the Association should be used for needs of the Association and promoting charitable purposes, but cannot be distributed to members.

55. 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 Executive Committee shall think fit, and shall always be open to the inspection of Members of the Executive Committee.
56. The Executive Committee 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 Executive Committee, and no member (not being a Executive Committee) 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 by the Association in general meeting.

The Executive Committee shall from time to time, in accordance with the requirements 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 required by the Ordinance.

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 Executive Committee' 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 person of whose address the Association is not aware.

57. The business of the Association shall be managed by the Executive Committee, 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 a 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 Executive Committee which would have been valid if that regulation had not been made.
58. Once at least in every year the Accounts of the Association shall be examined and the correctness of the Income and Expenditure Account and Balance Sheet ascertained by one or more authorized Auditor or Auditors.
59. Auditors shall be appointed and their duties regulated in accordance with sections 131, 132, 133, 140, 140A, 140B and 141 of the Ordinance.

#### **Notices**

60. A notice may be served by the Association upon any Member, either personally or by sending it through the post in a prepaid letter, addressed to such Member at his or her registered address appearing in the Register of Members except that only Members who are described in the Register of Members by an address within Hong Kong shall be entitled to receive notices from the Association.
61. Any notice sent by post, shall be deemed to have been served on the day following that on which the letter containing the same was put into the post.

#### **Winding Up**

62. The provisions of Clause 10 of the Memorandum of Association relating to the winding up and dissolution of the Association shall have effect and be observed as if the same were repeated in these Articles.

#### **Secretary**

63. The first Secretary of the Association shall be Rex & Rex Corporate Services Limited who may resign from this office upon giving notice to Company of such intention and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.

64. Subject to section 165 of the Ordinance, every Member of the Executive Committee, Secretary, Auditor and officer for the time being of the Association shall be indemnified out of the funds of the Association against all liabilities and obligations which they, or any of them, may incur in good faith in proper and reasonable performance or purported performance of their duties in relation to the Association other than any liability which attaches to them by law in respect of any negligence, default, breach of duty or breach of trust. Further, they shall be indemnified from the funds of the Association against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application under section 358 of the Ordinance in which relief is granted to them by the Court. Provided that none of the funds of the Association shall be applied in payment or the whole or part of any fine or penalty imposed upon any person by sentence or order of a Court of Justice.