



# ARTICLES OF ASSOCIATION OF THE KOWLOON CRICKET CLUB

Kowloon Cricket Club  
10 Cox's Road, Tsim Sha Tsui, Kowloon, Hong Kong

Tel: 3473 7000 · Fax: 2311 1432

[www.kcc.org.hk](http://www.kcc.org.hk)

(COPY)

CERTIFICATE OF INCORPORATION  
OF THE  
KOWLOON CRICKET CLUB

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I hereby certify that the "KOWLOON CRICKET CLUB" is this day incorporated under the Hong Kong Companies' Ordinances, 1911 to 1929, and that this Company is Limited.

Given under my hand and Seal of Office this 1st day of August in the year of our Lord, One Thousand Nine Hundred and Thirty.

Sd. C.D. MELBOURNE,  
Registrar of Companies.

THE COMPANIES ORDINANCE, 1911, SECTION 21.

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Licence to Dispense with the Word "Limited."

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WHEREAS it has been proved to my satisfaction that the KOWLOON CRICKET CLUB, which is about to be registered under the Companies Ordinances, 1911-1929, as a company limited by guarantee, is to be formed for the purpose of promoting charity, or some other useful object of the nature contemplated by Section 21 of the Companies Ordinance, 1911, and that such association intends to apply its profits (if any) or other income in promoting its objects as set forth in the Memorandum of Association of the said association, and to prohibit the payment of any dividend to its members:

NOW, therefore, I, Sir William Peel, Knight Commander of the Most Excellent Order of the British Empire, Companion of the Most Distinguished Order of Saint Michael and Saint George, in the Governor of the Colony of Hong Kong, and its Dependencies, in pursuance of the powers vested in me by Section 21 of the Companies Ordinance, 1911, do by this my Licence direct that the Kowloon Cricket Club be registered as a company with limited liability without the addition of the word "Limited" to its name.

Given under my hand and the Public Seal of the Colony at Victoria, Hong Kong, this 25<sup>th</sup> day of July, 1930.

Sd. WILLIAM PEEL,  
Governor.

COMPANIES ORDINANCE

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ARTICLES OF ASSOCIATION  
OF THE  
KOWLOON CRICKET CLUB

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

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In the Articles, unless the context requires otherwise, the following terms shall mean:-

"The Club" means the Company registered as the KOWLOON CRICKET CLUB.

"Annual General Meeting" means the Annual General Meeting of the Club.

"Articles" means these articles of association as amended from time to time.

"Bye-laws" means the bye-laws, rules and other regulations approved and promulgated by the General Committee in accordance with the Articles.

"Extraordinary General Meeting" means a general meeting of the Club other than the Annual General Meeting.

"The General Committee" means the General Committee of the Club for the time being and a member of the General Committee shall be deemed to be a 'director' of the Club for the purposes of the Ordinance.

"General Meeting" means either an Annual General Meeting or an Extraordinary General Meeting of the Club.

"Management" means the General Manager and other staff as designated by the General Manager from time to time.

"Members" means Members of the Club and includes Life Members, Special Voting Members, Ordinary Voting Members and Corporate Nominee Members but excludes Honorary Members, Subscribers, Absent Members, Visitors and Guests.

"The Office" means the Registered Office for the time being of the Club.

"Officers" means any and all of the officers of the Club referred to in Article 5.

“The Ordinance” means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) including the related subsidiary legislation and any statutory modification or re-enactment thereof for the time being in force.

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

“The Secretary” means the Secretary of the Club for the time being.

“Special Resolution” means a Special Resolution of the Club passed in accordance with Section 564 of the Ordinance.

“Special Voting Members” includes Life Members.

“Subscribers” means Lady Subscribers, Honorary Subscribers, Sporting Subscribers, Junior Subscribers and Term Subscribers.

“The Treasurer” means the Treasurer of the Club for the time being.

“In writing” or “written” means written or produced by any substitute for writing in a legible form, including photocopies, printing, facsimile, email or other visual representations, or partly written and partly so produced.

In the Articles, except where the context otherwise requires, the singular includes the plural and the plural includes the singular, and any gender includes any other, references to persons include bodies corporate and unincorporated and references to individuals do not include body corporate and unincorporated.

1. The name of the Company is the Kowloon Cricket Club (“the Club”)
2. The Articles of Association, Bye-laws and other rules prescribed and promulgated to the membership shall together form the Rules of the Club.
3. For the purposes of registration the Club is declared to consist of 2200 Members, and in relation to the increase from 2000 to 2200 additional Members are solely confined to Ordinary Voting Members.
4. The General Committee may when they think fit register an increase of Members.
- 5.1 The Club is established for the following objects:
  - (1) To take over the property, effects, benefits and liabilities of the present unincorporated Club known as the Kowloon Cricket Club.
  - (2) To promote the games of Cricket, Tennis, Lawn Bowls, and other athletic sports

and pastimes.

- (3) To continue the upkeep of the existing Cricket Ground and Club House at Kowloon in Hong Kong and to provide additional grounds in Hong Kong and the same for Cricket and other purposes of the Club and to erect and provide clubhouses and other facilities in connection therewith, and to furnish, modify and maintain the same, and to permit the same and the property of the Club to be used by Members and other persons either free of charge or for payment.
- (4) To purchase, hire, make or provide and maintain all kinds of equipment and other things required, or which may be conveniently used in connection with the grounds, Club houses and other premises of the Club (wherever the same may be) by persons using the same, whether Members or not.
- (5) To buy, prepare, make, supply, sell and deal in all kinds of apparatus and equipment used in connection with sports or leisure activities and all kinds of provisions and refreshments required or used, by Members or other persons using the grounds, Club houses, or premises of the Club.
- (6) To acquire by purchase, lease, or otherwise any land or property on reasonable terms and conditions as may be necessary for the purposes of the objects of the Club.
- (7) Subject to Article 5.2, to hire, employ or dismiss persons considered necessary for the purposes of the Club and to pay to them, and to other persons in return for services rendered to the Club, salaries, wages, charges and pensions.
- (8) To promote and hold, either alone or jointly with any other association, clubs or persons, sports or leisure activities, meetings, competitions and matches for the playing of the games of the Club and to offer give or contribute towards prizes, medals and awards for the same and to promote, give or support dinners, dances, concerts and other forms of entertainment on a non-profit making basis.
- (9) Subject to Article 5.5, to establish, promote, or assist in establishing or promoting, and to subscribe to, or become a member of, any other associations or clubs whose objects are similar, or in part similar to the objects of the Club, or the establishment or promotion of which may be beneficial to the Club, provided that no subscription be paid to any such other association or club out of the funds of the Club, except in furtherance of the objects of the Club.
- (10) To invest and deal with the assets of the Club not immediately required, upon such securities and in such reasonable and prudent manner as may from time to time be determined by the Club.

(11) To borrow or raise and give security for money by the issue of or upon bonds, debentures, bills of exchange, promissory notes, and other obligations or securities of the Club, or by mortgage or charge upon all or any part of the property of the Club which the Club is otherwise entitled to mortgage or charge for the purposes of the Club.

(12) To do all such other lawful things as shall be in the best interests of the Club for the purposes of the Club.

“Provided that: -

(a) In case the Club shall take or hold any property which may be subject to any trusts, the Club will only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

(b) The objects of the Club shall not extend to the regulation of relations between workers and employers or organizations of workers and organizations of employers.

5.2 (1) The income and property of the Club, however derived, shall be applied solely towards the promotion of the objects of the Club as set out in Article 5.1.

(2) Subject to sub-clauses (4) and (5) below, no portion of the income and property of the Club shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise, to the Members.

(3) No member of the General Committee or governing body of the Club shall be appointed to any salaried office of the Club, or any office of the Club 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 Club to any member of the General Committee or governing body of the Club.

(4) Nothing in this Article shall prevent the payment, in good faith, by the Club of reasonable and proper remuneration to any officer or servant of the Club, or to any Member not being a member of the General Committee or governing body of the Club in return for any services actually rendered to the Club.

(5) Nothing in this Article shall prevent the payment, in good faith, by the Club:-

(a) to any member of its General Committee or governing body of the Club of out-of-pocket expenses;

(b) of interest on money lent by any Member or its General Committee or governing body of the Club 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 or a member of its General Committee or governing body of the Club;

(d) of remuneration or other benefit in money or money's worth to a body corporate in which a Member or a member of its General Committee or governing body of the Club 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.

5.3 Every Member undertakes to contribute to the assets of the Club 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 Club contracted before the time at which he ceases to be a Member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding \$50.

5.4 No addition, alteration or amendment shall be made to or in the Articles of Association for the time being in force, unless such addition, alteration or amendment has previously been submitted to and approved by the Registrar of Companies in writing or is made under a direction given under section 104(2)(b) or 105 of the Ordinance.

5.5 The Club shall not form a subsidiary or hold a controlling interest in another body corporate, unless the formation of such subsidiary or the holding of such a controlling interest has previously been approved by the Registrar of Companies in writing.

5.6 The liability of the Members is limited.

## Officers

6. The Officers of the Club shall be a President, Vice-President, Captain of Cricket, Secretary and Treasurer. All such Officers shall be members of the General Committee.

## General Committee

7. The General Committee shall not be more than fifteen or be less than eleven in number and shall consist of the Officers, a representative of the lawn bowls section, a representative of the tennis section, a representative of the hockey section, a representative of the squash section, a representative of the football section all of whom shall be Special Voting Members and a number of other Special Voting Members, all to be elected at an Annual General Meeting. All those so elected shall be

members of the General Committee save and except that the sports representatives are to be elected by and at their section annual general meetings. Any vacancy on the General Committee occurring during the year may be filled by co-option by the General Committee.

- 7.1 When elected at an Annual General Meeting the Officers of the Club and the Special Voting Members of the General Committee apart from the representatives of the five aforementioned sports sections shall each serve for a term of two years and at the end of that term shall be eligible for re-election for a further term of two years in the office or position as member of the General Committee in which they have served.
- 7.2 The General Committee shall in the Bye-laws of the Club regulate the election of the representatives of the sports sections each for a term of either one or two years from the date in which the relevant section annual general meeting is held.
- 7.3 When Officers of the Club have served in an office for four years they shall not be eligible for re-election to the office in which they have served until they have been out of that office for two years but they shall be eligible for election to another office or to be elected as a member of the General Committee or as a sports section representative.
- 7.4 When members of the General Committee other than sports section representatives have served on the General Committee for four years they shall not be eligible for re-election as members of the General Committee for a period of two years, but they shall be eligible for election as an Officer of the Club or as a sports section representative.
- 7.5 When sports section representatives have served on the General Committee for four years they shall not be eligible for re-election as the same sports section representative for the following period of two years, but they may stand for election as an Officer of the Club or as an elected member of the General Committee or as a representative of another sports section.
- 7.6 An eligible Member may only be nominated for election to one position at an Annual General Meeting, either to be one of the Officers of the Club or a member of the General Committee.
- 7.7 Where under Article 7 a vacancy on the Committee is filled by co-option by the General Committee during the first year of a member's two year term of service, that office or position shall be open for election at the following Annual General Meeting for the remaining one year of term, and the member elected shall thereafter be eligible for re-election to that office or position for a further two terms of two years before stepping down under Articles 7.3, 7.4 and 7.5 above.
8. A member of the General Committee may be removed from office, before the expiration of his period of office, by an Ordinary Resolution, notwithstanding anything

in the Articles.

9. Notwithstanding anything in the Articles to the contrary: -
  - (a) Any member of the General Committee shall be entitled to resign on giving to the General Committee notice in writing to that effect.
  - (b) Subject as hereinafter provided, in the event of the number of the General Committee falling below eleven, the continuing members shall have power to continue to act only for the purposes of filling any casual vacancy, receiving resignations and of convening any General Meeting of the Club.
  - (c) In the event of three or more members of the General Committee resigning within any period of seven days, the remaining members of the General Committee shall as soon as possible convene an Extraordinary General Meeting of the Club to elect new members in the place of those resigning.
  - (d) In the event of one half, or more, of the General Committee resigning within any period of seven days, the remaining members or member of the General Committee shall as soon as possible convene an Extraordinary General Meeting of the Club for the purpose of electing a new General Committee and the remaining members or member shall automatically be deemed to have resigned immediately prior to the commencement of such Extraordinary General Meeting.
  - (e) If all the members of the General Committee resign within any period of seven days, the President or failing him the Vice-President or one of the other Officers of the Club shall as soon as possible convene an Extraordinary General Meeting of the Club for the purpose of electing a new General Committee. In such case, notwithstanding the provisions of sub-paragraph (a) hereof, the resignations shall not take effect until immediately prior to the commencement of the next Extraordinary General Meeting.
  - (f) Any member of the General Committee who has resigned shall be eligible for re-election.
  - (g) Any member of the General Committee elected at an Extraordinary General Meeting shall hold office, unless he resigns or is removed from office, until the next Annual General Meeting.
  - (h) Any election made pursuant to this Article shall be conducted so far as possible in the same manner as an election at an Annual General Meeting as provided in Articles 6 and 7.

## Management

10. The management of the affairs of the Club shall be vested in the General Committee.
11. At all meetings of the General Committee 8 members shall form a quorum and the chairman shall have a casting vote.
12. On the written request of any three members of the General Committee the Secretary shall call a special meeting of the General Committee.
13. The President or in his absence the Vice-President shall take the chair at all meetings of the General Committee, failing whom any member of the General Committee may officiate after election by those members of the General Committee present at the meeting.
14. The General Committee may appoint Sub-Committees for such purposes as may be deemed appropriate. Any Sub-Committee shall be chaired by a member of the General Committee and may include Members and Subscribers selected by the Chairman of the Sub-Committee and approved by the General Committee.
15. The Officers of the Club shall be ex-officio members of all Sub-Committees.
16. Any Sub-Committee so formed shall conform to any regulations that may from time to time be imposed upon it by the General Committee.
17. Subject to the approval of the General Committee, or its review, the decisions of any such Sub-Committee shall be final on all matters coming within their province.
18. The General Committee and each Sub-Committee shall respectively cause minutes to be kept for the purpose: -
  - (a) of all appointments and removals of officers made by the General Committee and Sub-Committee;
  - (b) of the names of the General Committee members and Sub-Committee members attending each respective meeting;
  - (c) of all resolutions and proceedings at all meetings of the Club, and of the General Committee and Sub-Committees.
19. The General Committee shall exercise and do all such things as may be exercised or done by the Club save such as provided by these Articles or by any Ordinance in force required to be exercised or done by the Club in General Meeting, subject nevertheless to the provisions of the Ordinance or any regulations of these Articles, and to such

regulations or provisions, not being inconsistent with the said regulations or provisions, as may be prescribed by the Club in General Meeting; but no regulation made by the Club in General Meeting shall invalidate any prior act of the General Committee which would have been valid if such regulation had not been made.

20. The General Committee shall propose at a General Meeting any changes to the entrance fees and/or subscriptions payable by all Members, Subscribers, Absent Members and Visitors. Any such changes shall be endorsed by the Members in General Meeting.
21. The General Committee shall have power from time to time to make, alter and repeal all such Bye-laws as they may deem necessary or convenient for the proper conduct and management of the Club, and in particular but not exclusively they may by such Bye-laws regulate: -
  - (a) The times of opening and closing any Club house or other premises belonging to the Club or any part thereof.
  - (b) The terms as to payment or otherwise of admission of Members, Honorary Members, Subscribers, Absent Members or Visitors to participation in the benefit of any of the privileges of the Club and the use by or supply to Members of any of the property of the Club.
  - (c) The admission of Subscribers, Honorary Members and Absent Members to the use of the Club and their rights and liabilities.
  - (d) The admission of Visitors and guests to the premises and benefits of the Club.
  - (e) The rules to be observed by any persons playing any games on the Club premises.
  - (f) The prohibition of particular games on the Club premises entirely or at any particular time or times.
  - (g) The conduct of Members, Honorary Members, Subscribers, Absent Members, children and employees of Members and Subscribers, Visitors and guests, other users of the Club in relation to one another and to the Club employees.
  - (h) The setting aside of any part or parts of the Club premises at any particular time or times for any particular purpose or purposes.
  - (i) The imposition of fines for the breach of any Rules of the Club.
  - (j) The procedure at General Meetings and meetings of the General Committee of the Club.

- (k) The election and expulsion of Members, Honorary Members, Subscribers, Absent Members and Visitors.
  - (l) Generally all such matters which are the subject matter of the Rules of the Club.
22. The Secretary shall cause the Seal to be kept and shall affix or cause the Seal to be affixed with the authority of the General Committee to all instruments requiring to be sealed and all such instruments shall be signed by either the President or the Vice-President and one other member of the General Committee and shall be countersigned by the Secretary.
23. The General Committee shall cause proper books of account to be kept with respect to: -
- (a) all sums of money received and expended by the Club and the matters in respect of which the receipt and expenditure takes place;
  - (b) all sales and purchases of goods by the Club; and
  - (c) the assets and liabilities of the Club.

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 Club's affairs and to explain its transactions.

24. The books of account shall be kept at the registered office of the Club, or, subject to the applicable statutory requirements, at such other place or places as the General Committee thinks fit, and shall always be open to the inspection of the General Committee.
25. The General Committee shall from time to time determine whether or to what extent and at what times and places and under what conditions or regulations the accounts and books of the Club or any of them shall be open to the inspection of members not being members of the General Committee, and no member (not being a member of the General Committee) shall have any right of inspecting any account of book or document of the Club except as conferred by statute or authorized by the General Committee or by the Club in general meeting.
26. Every cheque shall be signed by any two Officers of the Club, or by any one Officer of the Club and the General Manager for the time being.
27. The accounts shall be made up to and closed on the thirty-first day of July in each year and a balance sheet containing a summary of the assets and liabilities of the Club shall be prepared by the Treasurer, audited by a firm of Certified Public Accountants, and shall be signed by any two Officers of the Club.

28. The General Committee shall from time to time in accordance with the applicable statutory requirements, cause to be prepared and to be laid before the Club in a General Meeting such income and expenditure accounts, balance sheets and reports as are required by the aforesaid statutory requirements. Such accounts, balance sheets and reports shall be endorsed by the Members in a General Meeting.
29. A copy of every balance sheet (including every document required by law to be annexed to it) which is to be laid before the Club in general meeting, together with a copy of the General Committee's 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 Club provided that this article shall not require a copy of those documents to be sent to any person of whose address the Club is not aware.
30. If at any time the Club in General Meeting shall pass a resolution authorizing the General Committee to borrow money, the General Committee shall thereupon be empowered to borrow for the purposes of the Club such amount of money either at one time or from time to time and at such rate of interest and in such form and manner and upon such security as shall be specified in such resolution, and thereupon the General Committee shall, in the manner provided by Article 22 hereof, or in such other manner as circumstances may require or as the General Committee shall think fit, make all such dispositions of the Club property or any part thereof and enter into such agreements in relation thereto as the General Committee may deem proper for giving security for such loans and interest. All Members of the Club, whether voting on such resolution or not, and all persons becoming Members of the Club after the passing of such resolution, shall be deemed to have assented to the same as if they had voted in favour of such resolution, and shall be bound thereby.
31. Subject to the express provisions of these Articles and to any Bye-laws made by the General Committee as hereinafter provided for the time being in force all Members, Honorary Members, Subscribers and Visitors shall be entitled at all times to use in common all the premises and property of the Club and to be supplied at such charges as the General Committee shall from time to time determine with such meals, refreshments, liquors and things as are provided by the Club for the use of its Members, Honorary Members, Subscribers and Visitors.

## Membership

32. The Membership of the Club shall consist of: -
- (a) Life Members
  - (b) Special Voting Members
  - (c) Ordinary Voting Members

(d) Corporate Nominee Members

The names of Special Voting Members, Ordinary Voting Members and Corporate Nominee Members shall be kept on separate lists in the Office. The General Committee shall have the power to appoint Ordinary Voting Members as Special Voting Members. Each Special Voting Member has 5 votes. Ordinary Voting Members invited by the General Committee to become Special Voting Members shall have their names added to the list of Special Voting Members and removed from the list of Ordinary Voting Members. Persons admitted as Ordinary Voting Members or as Corporate Nominee Members shall have their names added to the list of Ordinary Voting Members or Corporate Nominee Members respectively. When a Member ceases to be a Member of the Club for whatever reason the Member's name shall be removed from the appropriate list but may be added to the list of Absent Members or the list of Past Members as appropriate.

33. Admission to Membership of the Club shall be by election conducted in such manner as may be decided from time to time by the General Committee. Candidates for Membership must have reached the age of twenty-three and, except as provided in Article 49 for Corporate Nominee Members, must be proposed and seconded by Special Voting Members. Applications for Membership must be made in writing signed by the candidate and by his proposer and seconder and addressed to the Secretary and shall be on the form which the General Committee shall determine. Under this membership system, admission to Membership of the Club is open to the general public free from any form of discrimination by race, religion, gender or geographical area.
34. For the avoidance of doubt, Membership of the Club shall only be appointed in accordance with the terms of the Articles.

### Ordinary Voting Members

35. The procedure for the selection, interview and appointment of Members shall be at the sole discretion of the General Committee.

Within two weeks of the interview candidates shall pay a deposit of the prevailing entrance fee plus three months subscription. If a candidate fails to pay such deposit within two weeks of his interview, notice thereof shall be given to his proposer and seconder and the candidate's application shall be deemed to have been withdrawn and will not be considered further unless the candidate shall justify the delay to the satisfaction of the General Committee who may then reinstate the application.

36. Provided that the candidate shall have made the payment prescribed in Article 35 and such payment shall have been accepted by the General Committee: -

- (a) the candidate will be put forward for election as an Ordinary Voting Member at the General Committee meeting immediately following such payment.
- (b) the candidate shall be entitled to use the Club as though he were a Member except that he shall not be entitled to enjoy any credit facilities in the Club save as agreed by the General Committee and shall not be entitled to attend or vote at any General Meeting.

37. To be elected the candidate must secure the votes of at least 75% of the General Committee members attending and voting at the General Committee meeting at which the candidate is put forward for election. The result of the election on the candidate's application shall be notified in writing to the candidate and his proposer and seconder within one week of the election. If the candidate is elected a copy of the Articles of Association and the Bye-laws of the Club and a bill for the amounts due from the candidate shall also be forwarded to him within one week if this has not been undertaken prior to election. The deposit paid by the candidate will be credited to the candidate's account. If the candidate is not elected the deposit paid by the candidate shall be refunded to him less any sums outstanding from him to the Club all within one week.
38. No member of the General Committee shall under any circumstances vote by proxy in any meeting of the General Committee.
39. No candidate proposed and not elected shall be proposed again until the expiration of three months from the date of the rejection of his application by election nor shall he make use of the Club House, property or grounds during this period.
40. In the event of a newly elected Member failing to pay such sums as may be due from him to the Club within one month of his election the General Committee may at their discretion remove his name from the list of Members unless he shall justify the delay to the satisfaction of the General Committee, and notice thereof shall be given to his proposer and seconder who shall be jointly and severally liable for all sums which may be due from him to the Club.

### Obligations of Members, Honorary Members and Subscribers

41. Members, Honorary Members, Subscribers and Absent Members changing their residential or business address lodged with the Club office shall give due notice to the Secretary and shall furnish him with an address to which notices and letters may be sent. P.O. Boxes will not be accepted for this purpose. All notices and letters sent by post or otherwise to such address (in default of notice of change of address) shall be considered as duly received by the Member, Honorary Member, Subscriber or Absent Member.

42. The rights and privileges of a Member, Honorary Member, Subscriber, Absent Member or Visitor shall be personal to himself, they shall not be transferred by his own act or by operation of law, and shall cease upon his death, or upon his ceasing from any cause to be a Member, Honorary Member, Subscriber, Absent Member or Visitor under the provisions of these Articles. However, upon application of the spouse of the deceased Member, the General Committee may at its sole discretion approve the transfer of membership to Life, Ordinary Voting or Absent Member status of the deceased Member to his spouse.
43. A Member, Honorary Member or Subscriber when he desires to resign from the Club, shall notify the Secretary in writing to that effect.
44. Any Member, Honorary Member, Subscriber, Absent Member or Visitor who ceases to be a Member, Honorary Member, Subscriber, Absent Member or Visitor, shall, nevertheless, remain liable to pay to the Club all money which at the time of his ceasing to be a Member, Honorary Member, Subscriber, Absent Member or Visitor shall be due from him to the Club.

## **Absent Members**

45. Any Special Voting Member, Ordinary Voting Member or Lady Subscriber who may be leaving Hong Kong for more than 3 calendar months, provided he shall have notified the Secretary of his departure and shall have paid the Absent Members' fee which is equivalent to 3 months' subscription as at the date of application and paid all outstanding amounts due to the Club shall be entitled to have his name placed on the Absent Members' list and shall not be liable to pay subscriptions during the months in which he is absent. The Absent Members' fee shall be a once and for all payment and no further fee shall be payable on subsequent departures or returns. This fee may be paid at any time prior to departure.
46. Absent Members are subject to the following provisions:-
  - (a) An Absent Member cannot enter the Club as a Visitor or a Guest.
  - (b) Subject to Article 46(c), an Absent Member visiting Hong Kong for a continuous period of less than 14 days, at the discretion of the General Committee, be permitted to use the Club upon payment of a daily fee to be determined by the General Committee during such period whilst he continues to be an Absent Member, subject always to such rules, regulations and conditions as the General Committee shall impose from time to time. For the avoidance of doubt, an Absent Member permitted to use the Club pursuant to this Article shall not be entitled to vote at any General Meetings of the Club unless such Absent Member's application for re-admission to the Club has been approved by the General Committee.

- (c) An Absent Member must apply for re-admission to the Club and have his name restored to the list of Members if he returns to Hong Kong for a continuous period of more than 14 days or for a total of 30 days over a continuous period of 6 months subject to payment of a daily or monthly fee determined by the General Committee, failing which his name may, at the discretion of the General Committee, be removed from the Absent Members' list and his right to apply for re-admission shall cease.
- (d) Notwithstanding the above, the General Committee shall have the power to refuse re-admission to any Member or Lady Subscriber deemed to have abused the absent membership process. Absent Members shall be required to prove, to the satisfaction of the General Committee, absence from Hong Kong when applying for re-admission to the Club.

## **Life Members**

47. On the recommendation of the General Committee a Special Voting Member may be elected a Life Member at any General Meeting of the Club without paying the monthly subscription or any special payment for such Life Membership. Such Life Member shall be entitled to all the privileges of Membership and he shall have the same voting rights as a Special Voting Member.

## **Honorary Members**

48. The General Committee shall have the power of inviting a person to make use of the Club as an Honorary Member without payment of entrance fee or monthly subscription. Such Honorary Member shall be entitled to all the benefits and privileges of Membership except that he shall not be qualified to be an Officer, or a member of the General Committee or to vote.

## **Corporate Nominee Memberships**

49. (a) There shall be a maximum of 600 Corporate Nominee Memberships within the ceiling of the total number of Members as set out in Article 3, issued upon such terms, conditions and at such fee as the General Committee may determine from time to time.
  - (b) The holder of such a membership shall be entitled to nominate at any one time one person to be a Member on the same basis as an Ordinary Voting Member except as otherwise provided for in this Article. Such Nominee, if approved by the General Committee, shall be liable to pay monthly subscriptions and other levies.

- (c) Corporate Nominee Members shall at all times be subject to the Rules of the Club and the General Committee may at any time at its discretion require the holder to withdraw

his nomination and substitute another person therefor.

(d) The holder of such a membership shall, during any period in which no person is currently nominated be liable to pay monthly subscriptions and other levies in like manner as an Ordinary Voting Member.

(e) For Corporate Nominee Memberships issued after 3rd December 2019 the holder of such a membership may with the approval of the General Committee transfer its holding on payment to the Club of a transfer fee which shall not be less than the prevailing entrance fee for an Ordinary Voting Member at the time of the request for transfer or at 50% or more of the appreciation in value of the membership since the holder purchased it, whichever is the higher. For both that transfer and all subsequent transfers, the terms and conditions on any such transfer shall expressly provide that the agreement shall be in accordance with the Club's terms then in force in relation to transfers.

(f) For Corporate Nominee Memberships issued after 3rd December 2019, the General Committee shall not approve an application by the holder to transfer its membership until a period of five years has elapsed since the issue or the last transfer.

(g) All transfers of Corporate Nominee Memberships shall only be made by a written agreement on terms approved by the Club and in accordance with the rules and procedures for transfer approved by the General Committee.

(h) All funds generated by the issue of new Corporate Nominee Memberships and by the transfer of Corporate Nominee Memberships shall be used solely for the development of the Club's facilities and/or for land premium payment and for no other purpose and all the said funds shall be placed in designated account(s) to ensure that they are used for such purposes.

(i) The holder of such a membership may by resolution of its directors or other governing body authorise a person other than its Corporate Nominee Member for the time being to act as its representative at any General Meeting and the person so authorised shall be entitled to exercise the same voting rights and privileges on behalf of the holder represented as that holder would exercise if it were an individual Ordinary Voting Member attending a General Meeting. For this alternative arrangement to be valid the holder of the membership shall give notice in writing to the Secretary at least 7 days prior to any General Meeting at which the arrangement is to apply and the Corporate Nominee Member for the time being shall not be entitled to vote at the said General Meeting.

### **Lady Subscribers/ Honorary Subscribers**

50. (a) A Lady Subscriber may, if she so wishes, apply at any time for election as an Ordinary Voting Member on payment of a transfer fee. Such applications shall be submitted in writing to the Secretary together with the transfer fee and shall be

put forward for election at the General Committee meeting immediately following receipt. Thereafter such applications shall be subject to the provisions of Articles 35 to 37. The transfer fee shall be determined by the General Committee from time to time but shall not exceed 50% of the entrance fee for a Member prevailing at the time the transfer is effected.

(b) The number of Lady Subscribers elected under this Article shall not exceed 100 at any one time, but the General Committee may in its discretion increase the number.

51. Lady Subscribers shall be entitled to such privileges of membership as the General Committee may from time to time determine but they shall not have the right to become involved in the management of the Club and shall not propose or second candidates for admission as Members or Subscribers.

52. Spouses of Members shall be deemed to be Honorary Subscribers of the Club.

### **Sporting Subscribers**

53. (a) Candidates for admission to the Club as Sporting Subscribers shall make their applications in writing on the form prescribed by the General Committee. The application shall be signed by the applicant and his proposer and seconder who shall both be Special Voting Members and be addressed to the Secretary. The application must also be endorsed by the member of the General Committee responsible for the sport in which the applicant has chosen to participate ("the chosen sport"), who must be satisfied as to the competence of the applicant in that sport and as to his commitment to represent the Club in that sport on a regular basis.

(b) Except as provided for in this Article, an application for Sporting Subscribership shall be dealt with in the same manner as an application for Membership set out in Articles 33, 34, 35, 37, 38 and 39.

(c) For the avoidance of doubt a Sporting Subscriber is not a Member as provided by Article 32 hereof.

(d) Within two weeks of his interview by the General Committee the applicant shall pay a deposit in the amount determined by the General Committee and the applicant shall make a signed undertaking to represent the Club regularly and competently in the chosen sport throughout the period of his Subscribership, save for reasons acceptable to the General Committee.

(e) The entrance fee for a Sporting Subscriber shall be such sum as the General

Committee may from time to time recommend. Any change in the entrance fee shall be approved by the Members in General Meeting.

- (f) The subscription for a Sporting Subscriber shall be such sum as the General Committee may from time to time determine and such subscription shall be payable in advance on the twentieth day of every month.
- (g) A Sporting Subscriber shall be put forward for election as an Ordinary Voting Member in accordance with the provisions of Article 37 (save as provided in (h) below) as soon as practicable following the third anniversary of becoming a Sporting Subscriber subject to having paid all amounts due from him to the Club and obtaining written confirmation from the sitting member of the General Committee responsible for the chosen sport that the Sporting Subscriber is still representing the Club regularly and competently in that sport, save as aforesaid in (d) above.
- (h) The provisions of Article 37 shall apply to the election of a Sporting Subscriber as an Ordinary Voting Member save that he must secure the votes of at least 75% of the General Committee Members attending and voting at the General Committee meeting at which he is put forward for election.
- (i) A Sporting Subscriber who fails to pay amounts due from him to the Club or repeated failure by the Sporting Subscriber to represent the Club regularly and competently at the chosen sport save as aforesaid may result in the Sporting Subscriber having his Sporting Subscribership revoked and/or not being elected as a Member in which case he shall also then cease to be a Sporting Subscriber. If a Sporting Subscriber has his Sporting Subscribership revoked or he is not elected as a Member he shall cease to be entitled to use the Club.
- (j) If a Sporting Subscriber resigns his Sporting Subscribership he shall notify the Secretary in writing and shall not be liable for further monthly subscriptions or for the balance of the entrance fee at the time of resignation. Thereafter he shall not be entitled to use the Club.
- (k) Under no circumstances shall any payments made by a Sporting Subscriber towards the entrance fee or as monthly subscriptions be refundable.
- (l) In the event of a Sporting Subscriber failing to pay such sums as may be due from him to the Club in accordance with these Articles his proposer and seconder will be held jointly and severally liable for all sums which may be due from him to the Club.

54. The number of Sporting Subscribers shall not exceed 75.

- 55. Sporting Subscribers shall be entitled to the privileges of membership subject to the Rules of the Club but shall not have the right to become involved in the management of the Club or to vote at any General Meeting of the Club. In addition, Sporting Subscribers shall not propose or second candidates for admission as Members or Subscribers to the Club. In the event of the Club being wound up, Sporting Subscribers shall not be liable to the payment of debts and liabilities of the Club.

## Junior Subscribers

- 56. Any person who has reached the age of 13 and is under the age of 28 including those who have a parent who is a Member, Honorary Member, or Subscriber may apply for admission to the Club as a Junior Subscriber in the manner provided by Articles 33, 34, 35, 37, 38 and 39 for persons seeking Membership except as provided for in this Article. The application must be endorsed by the member of the General Committee responsible for the sport in which the applicant has chosen to participate and such member of the General Committee must be satisfied as to the competence of the applicant in that sport and as to his commitment to represent the Club in that sport on a regular basis. Such applicants, if elected, shall be entitled to the privileges of membership subject to such regulations and Bye-laws as shall be made from time to time by the General Committee but shall not have the right to vote or become involved in the management of the Club and shall not propose or second candidates for admission as Members, Subscribers or Visitors. A candidate for admission as a Junior Subscriber must be sponsored by a Special Voting Member who will be held responsible for his future conduct and Club dues.
- 57. The deposit to be paid by an applicant for Junior Subscribership within two weeks of his interview and the entrance fee for a Junior Subscriber shall be determined by the General Committee.
- 58. The subscription for a Junior Subscriber shall be such sum as the General Committee may from time to time determine and such subscription shall be payable in advance on the first day of every month.
- 59. The General Committee may at its discretion determine the number of Junior Subscribers.
- 60. Without prejudice to other provisions of the Articles, a Junior Subscriber may apply to the General Committee to become a Sporting Subscriber whose application shall be decided at the sole discretion of the General Committee.
- 61. In the event of the Club being wound up, Junior Subscribers shall not be liable to contribute to the payment of debts and liabilities of the Club.

## Term Subscribers

62. (a) Any person aged 23 or above who has recently arrived in Hong Kong and is working on a short term contract may apply for admission to the Club as a Term Subscriber.
- (b) Such application must be made in writing on the form prescribed by the General Committee and shall include a statement that the applicant expects to reside in Hong Kong for a period not exceeding three years from the date of the application and a written confirmation from the applicant's employer that the applicant is employed on a short term contract.
- (c) The application shall be signed by the applicant and his proposer and seconder who shall both be Special Voting Members and be addressed to the Secretary. If requested by the Secretary, the applicant must provide any further information reasonably required in connection with the application.
- (d) Except as provided for in this Article, an application for Term Subscribership shall be dealt with in the same manner as an application for Membership set out in Articles 33, 34, 35, 37, 38 and 39.
- (e) The entrance fee for a Term Subscriber shall be 25 per cent of the then prevailing entrance fee for an Ordinary Voting Member.
- (f) The subscription for a Term Subscriber shall be the same as for an Ordinary Voting Member and shall be payable in advance on the twentieth day of every month.
- (g) The number of Term Subscribers shall not exceed one hundred.
- (h) Save as otherwise provided in these Articles, a Term Subscriber shall cease to be a Term Subscriber upon the third anniversary of his admission as a Term Subscriber.
- (i) A Term Subscriber may within three months prior to the end of the term of his Subscribership apply for one further three year term. Upon such application being made, the provisions of (b) to (e) of this Article shall apply, including the payment of a further entrance fee under (e).
- (j) Term Subscribers shall not be eligible to apply to be placed on the list of Absent Members.
- (k) Term Subscribers shall be entitled to the privileges of membership subject to the Rules of the Club and may attend General Meetings of the Club but shall not be entitled to vote. In addition, Term Subscribers shall not propose or second candidates for admission as Members, Term Subscribers or Subscribers to the Club. In the event of the Club being wound up, Term Subscribers shall not be liable to the payment of debts and liabilities of the Club.

- (l) Failure to pay any amounts due to the Club may result in a Term Subscriber having his Term Subscribership revoked in which case he shall cease to be a Term Subscriber and shall cease to be entitled to use the Club.
- (m) If a Term Subscriber resigns his Term Subscribership he shall notify the Secretary in writing and shall not be liable for further monthly subscriptions. Thereafter he shall not be entitled to use the Club.
- (n) Under no circumstances shall any payments made by a Term Subscriber in respect of the entrance fee, extension fee or as monthly subscriptions be refundable.
- (o) Term Subscribers may apply to be placed on the waiting list of the Ordinary Voting Membership at the end of their first 3 year term and their Ordinary Voting Membership application will be at the sole discretion of the General Committee upon completion of their 6 year Term Subscribership.

## Visitors

63. Persons visiting Hong Kong may be admitted by the General Committee to the privileges of the Club on the introduction of a Member for a period not exceeding three months in any twelve months on payment of a monthly subscription of the prevailing amount for each month of stay and pro rata for shorter periods. The General Committee is empowered to decide what shall be the definition of a Visitor. The proposer shall be responsible for all Club debts contracted by such Visitor during that period. A Visitor shall not enjoy any credit facilities in the Club.
64. The names of all Visitors together with their period of stay in Hong Kong must be entered and endorsed by their proposer on the form for this purpose which is available in the Club office.
65. The General Committee may at its discretion at any time withdraw the privileges accorded to a Visitor.

## Guests

66. Subject to such provisions as set out in the Bye-laws, Members and Subscribers may introduce Guests to the Club on such conditions as the General Committee may determine. Such Members and Subscribers shall be responsible for the acts and omissions of such Guests at all times whilst they are on the Club premises and may be subject to any disciplinary action taken by the Club in respect of the conduct of such

Guests pursuant to the Articles.

## Penalties

67. All dues from Members, Honorary Members and Subscribers must be paid on or before the 20th of the month following that in which the same were incurred.
68. All Members, Honorary Members and Subscribers who have not paid, in accordance with Article 67, may at the General Committee's discretion from the date prescribed by it, cease to have the privilege of signing for refreshments, and enjoying credit facilities in the Club.
69. Any Member, Honorary Member or Subscriber infringing Article 67 shall be notified by the Secretary or the Treasurer in writing the amount due, and in the event of non-payment within ten days, his name may be posted in the Club House. If at the expiration of fourteen days of such posting the dues still remain unpaid, his name shall be struck off the list of Members, Honorary Members or Subscribers and he shall thereupon cease to be a Member, Honorary Member or Subscriber of the Club.
70. The General Committee may, at their discretion, reinstate any Member, Honorary Member or Subscriber dealt with under Article 69 on receiving a reasonable explanation in writing of the cause of non-payment, accompanied by payment of all dues.
71. The General Committee may at any time it sees fit, after giving him reasons in writing, call upon a Member, Honorary Member or Subscriber to pay his account forthwith and/or call upon him for a deposit against future accounts, which deposit shall not be exceeded, and if he fails to comply he shall not be furnished with supplies.
72. The General Committee may also limit the amount for which a Member, Honorary Member or Subscriber can sign in any one month, and may require him, if necessary, to pay for that amount before he can obtain any further supplies.
73. If any Member, Honorary Member or Subscriber shall wilfully refuse or neglect to comply with the provisions of the Articles of Association or the Rules of the Club, or in case the conduct of any Member, Honorary Member or Subscriber either on or off the Club premises shall in the opinion of the General Committee be injurious to the character or interest of the Club, the General Committee, shall, after due enquiry and after giving the Member, Honorary Member or Subscriber due opportunity to make a defence, be empowered to decide if the Member, Honorary Member or Subscriber should be temporarily suspended from using the Club for such period as the General Committee shall decide or should be invited to resign. Any such decision shall be conveyed to the Member, Honorary Member or Subscriber in writing. If a Member, Honorary Member or Subscriber who is temporarily suspended refuses to comply with the conditions of such temporary suspension the General Committee shall decide if

the Member, Honorary Member or Subscriber should be invited to resign. Any such decision shall be conveyed to the Member, Honorary Member or Subscriber in writing. If a Member, Honorary Member or Subscriber who is invited to resign fails to submit such resignation within two weeks of the dispatch of such invitation the General Committee shall remove the name of the Member, Honorary Member or Subscriber from the list of Members, Honorary Members or Subscribers as appropriate and the individual together with his dependants shall not be entitled to use the Club thereafter.

74. Any Member or Honorary Member or Subscriber dissatisfied with the decision of the General Committee under the preceding Article may, within two weeks of that decision being communicated to him, appeal to an Extraordinary General Meeting of Members.

## Meetings

75. Subject to section 107 of Schedule 11 and to sections 611, 612 and 613 of the Ordinance, the Club must, in respect of each financial year, hold a General Meeting as its Annual General Meeting in accordance with section 610 of the Ordinance.
76. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. 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 General Committee and auditors, the General Committee's proposals in relation to any changes to the entrance fees, subscriptions, the election of Officers in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors which are discussed in an Annual General Meeting every year.
77. At a General Meeting:
  - (a) Members may attend, speak and vote either in person or by proxy;
  - (b) Subscribers may attend and speak but may not vote;
  - (c) Honorary Members may attend and speak but may not vote;
  - (d) Visitors and Guests may, at the discretion of the chairman, attend and speak but may not vote: and
  - (e) Absent Members permitted to use the Club for less than 14 days under Article 46(b) may attend and speak but may not vote, unless previously re-admitted to the Club by the General Committee under that Article.
78. The President shall be entitled to take the chair at every General Meeting, or if he shall

not be present within fifteen minutes after the time appointed or has notified his intention not to be present then the Vice-President shall take the chair. Failing these two, the Members shall choose a member of the General Committee as chairman, and if no member of such Committee be present, or if all present decline to take the chair then the Members shall choose one of their own number to be chairman. Without prejudice to this provision, in the events that sub-paragraphs (d) or (e) of Article 9 shall take place, a panel of former Presidents may be formed to take the chair.

79. Fifty Members present in person shall form a quorum at every General Meeting and such quorum shall be present for the full duration of such Meeting. If within half an hour from the time appointed for such Meeting or at any time during such Meeting a quorum be not present, the Meeting if convened by Members' requisition shall be dissolved or if convened in any other case it shall be adjourned to the same day in the next week at the same time and place.
80. (1) An Annual General Meeting and a meeting called for the passing of a Special Resolution shall be called by at least 21 days' notice in writing, and a meeting of the Club other than an Annual General Meeting or a meeting for the passing of a Special Resolution shall be called by at least 14 days' notice in writing. 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.
- (2) The notice shall:
- (a) specify the date, time and place of the meeting;
  - (b) state, in the case of special business, the general nature of that business;
  - (c) state, in the case of an Annual General Meeting, that the meeting is an Annual General Meeting;
  - (d) include notice of each resolution intended to be moved at the meeting and a statement containing the information and explanation, if any, that is reasonably required to indicate the purpose of each resolution;
  - (e) include the text of each resolution specified in the notice as intended to be proposed as a special resolution; and
  - (f) contain a reasonably prominent statement that every Member has the right to appoint another person as a proxy to exercise all or any of the Member's rights to attend, speak and vote at that meeting and that such proxy must be a Member.
- (3) The notice shall be given, in manner hereinafter mentioned or in such other manner,

if any, as may be prescribed by the Club in General Meeting, to such persons as are, under the Articles, entitled to receive such notices from the Club provided that a meeting of the Club 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 an Annual General Meeting, by all the Members entitled to attend and vote at the meeting; and
  - (b) in the case of any other meeting, by a majority of the Members who have a right to attend and vote at the meeting, being a majority who together represent not less than 95% of the total voting rights of all the Members entitled to attend and vote at that meeting.
- (4) The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
81. (1) Nominations for election to the General Committee shall be made in writing to the Secretary at least fourteen days before the published date of the Annual General Meeting.
- (2) Nominations shall carry:-
- (a) the signatures of the proposer and seconder, both of whom shall be Special Voting Members;
  - (b) the post for which the nomination is made; and
  - (c) the signature of the nominee confirming his agreement to serve on the General Committee, if elected.
- (3) All nominations shall be displayed on the Club notice board for fourteen days prior to the Annual General Meeting.
82. The General Committee may, if it thinks fit, call a General Meeting, specifying in the notice the object or objects for which the meeting is called and no other business other than that of which notice has been so given shall be brought forward at such meeting. If at any time, there are not within Hong Kong sufficient General Committee members capable of acting to form a quorum, any General Committee member or any two Members may convene a General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the General Committee.
83. If the General Committee is required to call a General Meeting under section 566 of the Ordinance, it must call it in accordance with section 567 of the Ordinance. But if the General Committee does not call a General Meeting in accordance with section 567

of the Ordinance, the Members who requested the meeting or any of them representing more than one half of the total voting rights of all of them, may themselves call a General Meeting in accordance with section 568 of the Ordinance.

84. The chairman of any General Meeting may, with the approval of the majority of Members present, adjourn any meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than that left unfinished at the meeting from which the adjournment took place.
85. (1) At a General Meeting, every question shall be decided by a simple majority and a Special Resolution shall be passed by a majority of at least 75%.
- (2) A resolution put to the vote at a General Meeting may be decided on a show of hands, with each Member present in person having 1 vote and each proxy so present having 1 vote, unless a poll is demanded in accordance with these Articles.
- (3) If there is an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall have a second or casting vote.
86. On a vote on a resolution on a show of hands at a General Meeting, a declaration by the chairman that a the resolution has or has not been passed (or has been passed by a particular majority) is conclusive evidence of that fact without proof of the number or proportion of votes cast in favour of or against the resolution and an entry in respect of the declaration in the minutes of the meeting is also similarly conclusive.
87. (1) At a General Meeting a poll on a resolution may be demanded either before or on the declaration of the result of the vote on a show of hands on that resolution and may be demanded by –
- (a) the chairman; or
- (b) at least 5 Members present in person or by proxy, a proxy notice being regarded as conferring authority to demand or join in demanding a poll; or
- (c) any Members present in person or by proxy and representing at least 5% of the total voting rights of all the Members having the right to vote at the meeting.
- (2) If a poll is demanded, the same shall be taken at such time and place, and either by open voting or by ballot as the chairman shall direct and the result of the poll shall be deemed to be the resolution of the General Meeting at which the poll was demanded.
- (3) On a poll by open voting or by ballot, each Ordinary Voting Member present in person shall have 1 vote, each Special Voting Member present in person shall

have 5 votes and each proxy present shall have between 1 and 10 proxy votes.

88. (1) Every Member shall be entitled to appoint another Member or the chairman, as a proxy to attend, speak and vote at any General Meeting.
- (2) No Member nor the chairman may hold more than two proxies at any General Meeting.
- (3) A proxy may only be validly appointed by a proxy notice, that is, a notice in writing that –
- (a) states the name and membership number of the Member appointing the proxy (the donor);
- (b) states the name and membership number of the Member appointed to be the donor's proxy (if the donor is not appointing the chairman for that purpose);
- (c) states the General Meeting in relation to which the proxy is appointed;
- (d) is signed by the donor and is accompanied by a copy of the donor's membership card; and
- (e) is delivered to the Secretary not less than 48 hours before the time appointed for holding the General Meeting in accordance with these Articles and any instructions contained in the notice of the General Meeting in relation to which the proxy is appointed.
- (4) The Club may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
89. (1) A proxy notice may indicate how the proxy appointed under it is directed to vote on any resolutions dealing with any business to be transacted at a General Meeting or may grant the proxy discretion as to how to vote in respect of any such resolutions.
- (2) Unless a proxy notice indicates otherwise, it must be regarded as –
- (a) allowing the person appointed under it as proxy discretion as to how to vote on any ancillary or procedural resolutions put to the General Meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the General Meeting itself.
90. (1) An appointment under a proxy notice may be revoked by delivering to the

Secretary not less than 48 hours before the time appointed for holding the General Meeting a notice in writing to that effect signed by the Member appointing the proxy, together with a copy of that Member's membership card.

- (2) A proxy's authority in relation to a resolution is to be regarded as revoked if the Member who appointed the proxy –
    - (a) attends in person the General Meeting at which the resolution is to be decided; and
    - (b) exercises, in relation to that resolution, the voting right that the Member is entitled to exercise.
  - (3) A Member who is entitled to attend, speak and vote at a General Meeting remains so entitled in respect of that meeting even though a valid proxy notice has been delivered to the Secretary by or on behalf of that Member.
91. A vote given at a General Meeting or any adjournment thereof in accordance with the terms of a proxy notice is valid despite the previous death or mental incapacity of the Member appointing the proxy, unless at least 48 hours before the time appointed for holding the General Meeting or adjourned Meeting notice in writing of the said death or mental incapacity of the Member is given to the Secretary, together with written proof of such death or mental incapacity as shall be acceptable to the Secretary.
92. (1) All resolutions passed at a General Meeting shall be binding on all Members, Subscribers, Visitors and, if appropriate, Absent Members of the Club.
- (2) After a proposal has been rejected at a General Meeting the same may not be brought up again as a proposal until six months have elapsed.
- (3) Subject to Article 5.4, nothing in these Articles shall be altered or varied, nor shall additions be made thereto, except by Special Resolution.

## Indemnity

93. Subject to sections 467 to 469 of the Ordinance insofar as these sections relate to Members of the General Committee, every Member of the General Committee and every Auditor for the time being of the Club shall be indemnified out of the funds and assets of the Club against all liabilities and obligations which they, or any of them, may incur in good faith in the proper and reasonable performance or purported performance of their duties in relation to the Club 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 and assets of the Club 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 sections 358 of the predecessor Ordinance (as defined in section 2(1) of the Ordinance) or sections 902 to 904 of the Ordinance in which relief is granted to them by the Court. Provided that none of the funds or assets of the Club shall be applied 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.

## Dissolution

94. If upon the winding up or dissolution of the Club 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 thereof, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Club, 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 Club under and by virtue of Article 5.2, such institution or institutions to be determined by the Members of the Club 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 objects.

## Bye-laws and Discipline

95. In respect of Bye-laws for better management and governance of the Club:-
- (a) Article 21 sets out particulars but not exclusively how certain matters and conduct are regulated by the General Committee as to its powers to make, alter and repeal such Bye-laws at its sole discretion as they deem necessary or convenient for the proper conduct and management of the Club.
  - (b) The General Committee may from time to time at its sole discretion make, alter and repeal such disciplinary procedures as they deem necessary or convenient for the proper conduct and management of the Club.
  - (c) The General Committee shall adopt such means as they deem sufficient to bring to the notice of Members, Honorary Members, Subscribers, Absent Members, children and employees of Members and Subscribers, Visitors or Guests all such Bye-laws, disciplinary procedures, amendments and repeals. All such Bye-laws and disciplinary procedures, so long as they shall be in force, shall be binding upon all Members, Honorary Members, Subscribers, Absent Members, children and employees of Members and Subscribers, Visitors or Guests of the Club.
  - (d) Copies of the Bye-laws and disciplinary procedures shall be kept by the Club and

open to inspection by Members and all such other persons.

- (e) Any alterations and/or repeals of any Bye-laws and disciplinary procedures shall be in force with immediate effect or on such later date as the General Committee deems fit.
- (f) No Bye-laws or disciplinary procedures shall be inconsistent with the Articles or be in breach of any statutory provisions which, in the event of any conflict, shall prevail over such Bye-laws or disciplinary procedures.
- (g) Any Bye-laws or disciplinary procedures may be set aside by a Special Resolution at a General Meeting.

### **Miscellaneous**

- 96. Auditors shall be appointed and their duties regulated in accordance with the applicable statutory requirements.
- 97. All matters not specially provided for by the Articles shall be left to the decision of the General Committee whose ruling shall be conclusive.
- 98. Any question as to the interpretation of the foregoing Articles of Association and subsequent Bye-laws and disciplinary procedures shall be left to the General Committee whose decision on any point shall be final and binding on all persons affected thereby.

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

#### Names, Address and Descriptions of Signatories

ROGER E. LINDSELL,  
Victoria, Hong Kong, Civil Servant.

EZRA ABRAHAM,  
Hong Kong Stock Exchange,  
Hong Kong Sharebroker.

J.P. ROBINSON,  
6, Gun Club Hill  
Kowloon, Hong Kong, Accountant.

L.J. BLACKBURN,  
Hong Kong & China Gas Co., Ltd.,  
Hong Kong, Manager.

A.E. SILKSTONE,  
S. Moutrie and Co., Ltd.,  
Hong Kong, Manager.

H. OVERY,  
Wm. Powell, Ltd.,  
Hong Kong, Director.

V.C. LABRUM,  
Ye Olde Printerie, Ltd.,  
Hong Kong, Director.

Dated the 31st day of July, 1930.

WITNESS to all the above signatures,

F. E. NASH,  
Solicitor,  
Hong Kong.



