

No. 20436

**MEMORANDUM**  
**AND**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**THE FILIPINO CLUB**

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**Incorporated the 21<sup>st</sup> day of May, 1970**

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**INCORPORATED IN HONG KONG**

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**THE COMPANIES ORDINANCE (CHAPTER 32)**

**SECTION 117**

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**SPECIAL RESOLUTION**

**OF**

**THE FILIPINO CLUB**

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**Passed on the 3<sup>rd</sup> day of October, 2009**

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At the Extraordinary General Meeting of the Club held at 10 Wylie Road, King's Park, Kowloon, Hong Kong on 3 October 2009 at 3:00pm, the following resolution was passed as a Special Resolution:-

“That the regulations contained in the attached printed document be and are hereby approved and adopted as the new Memorandum & Articles of Association of the Club, in substitution for, and to the exclusion of, all the existing Memorandum & Articles of Association of the Club.”

(Sd.) Chan Shu Ching

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Chan Shu Ching  
Chairman

Dated this 3<sup>rd</sup> day of October, 2009.

No. 20436

**CERTIFICATE OF INCORPORATION**

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**I HEREBY CERTIFY that**

**THE FILIPINO CLUB**

(the word "Limited" being omitted by Licence  
granted by me under delegated powers)

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

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

(Sd.) SHAM Fai  
for Registrar of Companies,  
Hong Kong

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LICENCE TO DISPENSE WITH THE  
WORD "LIMITED"

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WHEREAS His Excellency the Governor of Hong Kong has in exercise of the powers conferred on him by Section 63 of the Interpretation and General Clauses Ordinance (Chapter 1) deputed, among others, the person holding the office of Registrar General to exercise or perform on his behalf such powers or duties as are conferred upon him by Section 21 of the Companies Ordinance;

AND WHEREAS it has been proved to my satisfaction that The Filipino Club, which is about to be registered under the said Companies Ordinance as a company limited by guarantee, is formed for the purpose of promoting objects of the nature contemplated by Section 21 of the Companies Ordinance and that it is the intention of the said Club that the income and property of the Club, whencesoever derived, shall be applied solely towards the promotion of the objects of the Club, and that no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend or bonus or otherwise howsoever by way of profit, to the persons who are members of the said Club.

NOW THEREFORE I, Walter Hume, Registrar General of the Colony of Hong Kong, in exercise of the said powers delegated to me as aforesaid, and in consideration of the provisions and subject to the conditions contained in the Memorandum of Association, of the said Club as subscribed by Seven members thereof on the 11<sup>th</sup> day of May 1970, do on behalf of His Excellency the Governor by this my licence direct The Filipino Club to be registered with limited liability, without the addition of the word "Limited" to its name.

GIVEN under my hand at Victoria in the Colony of Hong Kong this 20<sup>th</sup> day of May One thousand nine hundred and seventy.

(Sd.) Walter Hume  
Registrar General  
Hong Kong

**THE COMPANIES ORDINANCE**  
**(Chapter 32)**

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

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**MEMORANDUM OF ASSOCIATION**

**OF**

**THE FILIPINO CLUB**

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1. The name of the Company (hereinafter called the Club) is "THE FILIPINO CLUB".
2. The registered office of the Club will be situate in the Hong Kong Special Administrative Region.
3. The objects for which the Club is established are :-
  - (a) To acquire and take over all or any part of the assets and liabilities of the present unincorporated body known as THE FILIPINO CLUB.
  - (b) To promote the game of Lawn Bowls and other athletic sports and pastimes among its Members in the Hong Kong Special Administrative Region.
  - (c) To continue the upkeep of the existing Club-house and to erect and provide other residences, refreshment rooms, workshops, kitchens and other conveniences in connection therewith, and to furnish and maintain the same and the property of the Club to be used by Members and other persons, either for payment or gratuitously.
  - (d) To make, hire, purchase or provide and maintain all kinds of furniture, utensils, tools, implements, glass, linen, plate, books, periodicals, papers, cards, stationery, games and other things required, or which may be conveniently used in connection with the Clubhouse by persons frequenting the same whether Members of the Club or not.
  - (e) To buy, prepare, make, supply and deal in all kinds of apparatus used in connection with Lawn Bowls and other athletic sports, and all kinds of provisions and refreshments required or used by Members of the Club or other persons frequenting the premises of the Club.
  - (f) To acquire or take on lease or in exchange, or otherwise purchase or acquire any lands, buildings, easements, right of common or property, real or personal, which may be requisite for the purposes of, or conveniently used in connection with the objects of the Club and to sell, demise, mortgage, given in exchange, or dispose of the same, or any part thereof.

- (g) To construct, maintain, and alter any buildings or works, necessary or convenient for the purposes of the Club.
  - (h) To hire and employ clerks, secretaries, servants, workmen, and to pay to them and to other persons in return for services rendered to the Club, salaries, wages and gratuities.
  - (i) To promote and hold, either alone or jointly with any other association, club or persons, Lawn Bowls and other athletic sports, competitions and matches, and to offer, give or contribute towards prizes, medals, awards and to promote, give or support dinners and other entertainments.
  - (j) To promote, establish, assist in establishing, promoting and to subscribe to or become a member of any other association or club 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 this Club. Provided that no subscription be paid to any such other association or club out of the funds of this Club, except in the furtherance of the objects of this Club.
  - (k) To invest and deal with the moneys of the Club not immediately required upon such securities and in such manner as may from time to time be determined and to vary such investments.
  - (l) To borrow or raise, and give security for money by the issue of bonds, debentures, bills of exchange, promissory notes, and obligations or securities of the Club, or by mortgage or charge upon all or any part of the property of the Club.
  - (m) To do such other lawful things as are incidental or conducive to the attainment of the above objects.
4. The income and property of the Club whencesoever derived, shall be applied solely towards the promotion of the objects of the Club as set forth in this Memorandum of Association; and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profits, to the Members of the Club.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Club, or to any member of the Club, in return for any service actually rendered to the Club, nor prevent the payment of interest at a rate not exceeding 12 per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Club; but so that 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 that no remuneration or other benefit in money or money's worth shall be given by the Club to any member of such General Committee or Governing Body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Club provided that the provision last

aforesaid shall not apply to any payment to any Company of which a member of the General Committee or Governing Body may be a member in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. No addition, alteration or amendment shall be made to or in the Memorandum and Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Registrar of Companies in writing.
6. The fourth and fifth paragraphs of this Memorandum contain conditions on which a licence is granted in pursuance of section 21 of the Companies Ordinance Chapter 32 (of the 1964 Revised Edition) of the Laws of Hong Kong.
7. The Liability of the Members is limited.
8. In the event of the Club being wound up, every Member undertakes to contribute to the assets of the Club while he is a Member, or within one year after he ceases to be a member for payments of the debts and liabilities of the Club contracted before he ceases to be Member, and the costs, charges and expenses of winding up and for the adjustments of the rights of the contributories among themselves, such amount as may be required not exceeding Thirty dollars.
9. If upon the dissolution of the Club there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Club, 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 amongst its or their members to an extent at least as great as is imposed on the Club under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members of the Club 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 and so far as effect cannot be given to the aforesaid provision then to some charitable object.
10. True accounts shall be kept of the sums of money received and expended by the Club, and the matters in respect of which receipts and expenditures take place, and of the property, credits and liabilities of the Club; 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 Club 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 Club shall be examined, and the correctness of the balance sheet ascertained by one or more authorized Auditor or Auditors.
11. The Club 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 has previously been approved by the Registrar of Companies in writing.

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

Names, Addresses and Descriptions of Subscribers		
(Sd.)	F.S. FERNANDO (DR. FLORENTINO SANTOS FERNANDO) Waldorf Mansion, 2 <sup>nd</sup> Floor C Causeway Bay, Hong Kong Medical Director	President
(Sd.)	Raymundo Alarcon (RAYMUNDO POSADAS ALARCON) Flat 40, Imperial Court 79, Waterloo Road, 5 <sup>th</sup> Floor, Kowloon Musician	Vice-President
(Sd.)	R.G. Laurel (RICARDO GREGORIO LAUREL) Flat "F", 11 <sup>th</sup> Floor Eastbourne Court, Kowloon Retired Police Officer	Committee Member
(Sd.)	F.A. Santos (FERNANDO AUGUSTO SANTOS) 36, Robinson Road, Ground Floor, Hong Kong Accountant	Committee Member
(Sd.)	C.T. Leung (LEUNG CHI TO) No. 8, Hankow Road, 4 <sup>th</sup> Floor Block A, Kowloon Manager	Committee Member
(Sd.)	L.S. Gonzales (LEANDRO S. GONZALES) 114, Austin Road, Adolfo Mansion 2 <sup>nd</sup> Floor "D" Musician	Committee Member
(Sd.)	LAU Wing Kit (LAU WING KIT) Ruby Court, 620, King's Road, Hong Kong, Assessor	Committee Member

Dated the 11<sup>th</sup> day of May, 1970.

WITNESS to the above signatures:-

(Sd.) John David Ip  
Solicitor  
Hong Kong



**THE COMPANIES ORDINANCE**  
**(Chapter 32)**

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

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**ARTICLES OF ASSOCIATION**

**OF**

**THE FILIPINO CLUB**

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**Preliminary**

1. In these Articles-

- |                                   |   |
|-----------------------------------|---|
| “the Club”                        | means the Company registered as “The Filipino Club”.  |
| “Member of the General Committee” | means any person for the time being appointed as a member of the General Committee of the Club. |
| “Ordinance”                       | means the Companies Ordinance, Chapter 32.  |
| “seal”                            | means the common seal of the Club.  |
| “Honorary Secretary”              | means any person appointed to perform the duties of the secretary of the Club.                  |

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Words importing the singular number only shall include the plural and converse shall also apply.

Words importing the Masculine gender include, where the context admits, the Feminine gender.

These Articles shall be construed with reference to the provisions of the Ordinance and terms, used in these Articles shall be taken as having the same respective meanings as they have when used in the Ordinance.

**Purpose**

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

**Number of members**

3. For the purposes of registration, the number of members of the Club is declared not to exceed 350.

**Qualification of Members**

4. All persons of not less than eighteen years of age shall be eligible for membership.

**Classes of members**

5. (a) The membership of the Club shall consist of:
- i. Special Voting Members
  - ii. Ordinary Voting Members
- (b) The followings are not members of the Club and their rights and privileges are regulated by the Bye-laws of the Club:
- i. The Patron
  - ii. Corporate Nominee Members
  - iii. Honorary Members
  - iv. Life Members
  - v. Temporary Members
- (c) Special Voting Members are members who have been a member of the club since 4 July 1993, and such other Ordinary Voting Members as shall subsequently be invited by the General Committee to become Special Voting Member.

An Ordinary Voting Member upon being elected a Special Voting Member shall subject to provisions of these Articles continue to be a Special Voting Member for life or until he ceases to be a Member.

Corporate members are Ordinary Voting Members, and cannot be invited to become Special Voting Members. There shall be up to 20 Corporate members at any one time, or such additional numbers to be decided from time to time by the General Committee.

- (d) At all General Meetings of the Club each Special Voting Member will be credited with ten votes and each Ordinary Voting Member will be credited with one vote.

#### **Admission of members**

6. (a) Every candidate for membership of the Club shall be proposed by one and seconded by another member both of whom shall have been members of the Club for not less than one year. Every such application for membership shall be made by his proposer and seconder and shall be in such form as the General Committee may prescribe.
- (b) The General Committee shall by ballot decide whether to admit a new member.
- (c) Upon receipt of the candidate's application particulars thereof shall be entered in the book of candidates and the Honorary Secretary shall furnish the candidate with a copy of the Memorandum and Articles of Association and Bye-laws of the Club and inform him of the date of ballot in connection with his application.

Any omission, inaccuracy, or mis-representation of a candidate's particulars shall render his election voidable in the discretion of the General Committee.

- (d) The particulars of each candidate for admission as Member, as well as the names of the Proposer and Secunder shall be posted on the Notice Board of the Club for at least one week prior to the day of ballot.
- (e) When allowed by the General Committee (which the General Committee can withdraw at any time), during the time the candidate's name is exhibited and until the result of the ballot is announced the candidate may make use of the Club facilities and grounds. The proposer and seconder of the candidate shall be jointly and severally liable to the Club for the payment of all amounts which may be due to the Club and incurred by the candidate during such time.

Otherwise a Candidate cannot make use of the Club facilities and grounds before he has been elected a Member of the Club.

- (f) In the event of the proposer or seconder of any candidate for the membership ceasing to be a member of the Club before the election of a candidate, the application of the candidate shall be void, unless the candidate can notify the Honorary Secretary in writing of the name of a duly qualified member willing to act as proposer or seconder in the place of the member originally so acting accompanied by the written consent of such member and such substituted proposer or seconder shall assume all the liabilities which are attached to the original proposer or seconder in connection with the nomination of such candidate.
- (g) The General Committee shall meet at least once a month to consider applications for membership.
- (h) The ballot shall take place on such days and between such hours as the

General Committee shall from time to time determine, and the decision of the General Committee as to whether any candidate has been duly elected or not shall be final. Not less than six affirmative votes shall constitute a ballot. The number of votes shall not be disclosed. In the event of a ballot being void by reason of less than six members having balloted affirmatively within the period which the ballot shall be open the Chairman may direct that the ballot shall remain open for a further period of six days immediately succeeding the original period of the ballot. Should six members not have recorded their votes affirmatively within the extended period the candidate shall be deemed not to have been elected.

- (i) The method of balloting may be varied from time to time as the General Committee may think fit.
- (j) Member of the General Committee shall not be allowed to ballot by proxy.
- (k) A Ballot unfinished at the date of the Annual General Meeting shall be completed by the General Committee of the year in which it opened.
- (l) A candidate upon his election shall be bound by the Articles of Association and the Bye-laws of the Club.
- (m) In the event of any candidate not being elected notice shall be given in writing to his proposer and seconder. No candidate who has not been elected shall be allowed to make use of the Club facilities except as a guest.
- (n) With the view of remedying any mistake that may be shown to the satisfaction of the General Committee to have occurred a candidate may at the discretion of the General Committee be proposed and seconded and balloted for a second time but not until the expiration of six months after the first ballot. Except as aforesaid no candidate proposed and not elected, shall be proposed and seconded again until the expiration of twelve months.

#### **Exclusion and Retirement of Members**

- 7. (a) Any member who is adjudicated a bankrupt, or compounds with his creditors under the provisions of any Act or Ordinances relating to bankruptcy, or who shall be imprisoned for a criminal offence or who in the opinion of the General Committee shall have left Hong Kong to escape trial, or shall be dismissed from the public service with disgrace shall, ipso facto, cease to be a member of the Club, and shall forfeit all rights to the use of or claim upon, any property of the Club, but it shall be lawful for the General Committee, on the written application of such member, after enquiry to restore his name to the books of the Club and the member so re-admitted shall not be called upon to pay any entrance fee.
- (b) If any member violates any of the Articles of Association, Bye-laws or regulations of the Club or if his conduct in or out of the Club premises shall in the opinion of any member of the General Committee or of any ten members of the Club (who shall certify the same in writing to the General

Committee) be injurious to the character or interests of the Club or be derogatory to such member's station in society, it shall be the duty of the General Committee to invite the member complained of by letter to give an explanation of his conduct and to appear before a meeting of the General Committee convened to consider his case.

- (c) If the General Committee is not satisfied with the explanation of his conduct offered by the member complained of under Article 7(b), they shall call upon such member to resign, and should he not do so within two weeks, his name shall subject to Article 7(d) hereof be erased from the list of members and he shall thereupon cease to be a member of the Club, provided always that the decision calling upon him to resign shall be supported by at least two-thirds of the members of the General Committee present at such meeting.
- (d) The General Committee shall on the written requisition of the member affected by their decision under the preceding paragraph convene an Extraordinary Meeting of the Club for the purpose of reviewing their decision provided that the requisition shall be signed by at least ten other members of the Club and deposited with the Honorary Secretary within fourteen days following the decision of the General Committee under the preceding Article calling upon such member to resign.
- (e) The General Committee may, if they consider the case sufficiently grave, without giving a member the option of resigning immediately, by written notice to the member suspend him from the use of the Club facilities and all its privileges for a period not exceeding six months pending the investigation of his conduct by the General Committee.
- (f) When a member resigns at the request of the General Committee, his subscription for the current month shall be returned to him.
- (g) A member of the General Committee shall not act as a member of the General Committee at any meeting at which his own conduct is in question, or at a meeting held to investigate any case in which he is a complainant.
- (h) Any member may withdraw from the Club by giving one month's notice in writing addressed to the Honorary Secretary or by paying an equivalent of one month's subscription.

#### **Subscription Rights of Members**

- 8. (a) Entrance fee and subscriptions shall be fixed in general meetings by members. Waiver and setting of fees by Members of the General Committee is not permitted.
- (b) A candidate, waiting for admission, who has the permission of the General Committee to use the Club facilities can only do so after the payment of a subscription in the same amount and in the same manner as that of a member. However, the paid subscription shall not be refunded if the candidate is not eventually elected.

- (c) Upon the election of a member or upon permission being given to a candidate to use the Club facilities pending his election the Honorary Secretary shall inform him of the amount of his entrance fee (if any) and/or subscription.
- (d) An elected member who has not paid his entrance fee, or a candidate permitted to use the Club facilities who has not paid his subscriptions cannot use the Club facilities except as guests.

In addition any member who owes the Club monies for more than two months or more shall cease to enjoy all privileges of a member including not to be allowed to use the Club facilities even as guests (except as a member of a visiting club), to propose or second candidates, or to participate in any other of the Club's activities including voting at meetings until and after all the monies which he owes to the Club have been paid.

Ex-members who have not settled their accounts with the Club shall not be brought to the Club, and shall not use the facilities of the Club even as guests (except as a member of a visiting club).

- (e) Any member who intends to leave Hong Kong for a period not less than three months may apply in writing to the Honorary Secretary to have his name placed on the list of Absent Members and shall be exempted from payment of his monthly subscription for such time as he is absent from Hong Kong. Instead thereof he has to pay a fee equivalent to one month's subscription at the time of his application.

If such Member fails or omits to give the notice hereof the General Committee shall have the power to call upon him to pay his subscription during his absence as if he had not left Hong Kong.

- (f) The holder of Corporate membership may with the approval of the General Committee transfer its membership on payment of such fees as the General Committee may prescribe.

#### **General Meetings**

- 9. The Club shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Club and that of the next. Provided that so long as the Club holds its first annual general meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Members of the General Committee shall appoint.
- 10. All general meetings other than annual general meetings shall be called extraordinary general meetings.

11. The General Committee may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by section 113 of the Ordinance. If at any time there are not within Hong Kong sufficient Members of the General Committee capable of acting to form a quorum as provided in Article 31(a) for the purpose of convening an extraordinary general meeting, any Member of the General Committee or any two members of the Club may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Members of the General Committee.

#### **Notice of General Meetings**

12. An annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least, and a meeting of the Club other than an annual general meeting or a meeting for the passing of a special resolution shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Club in general meeting, to such persons as are, under the articles of the Club, 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 –

- (i) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote at the meeting; and
  - (ii) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than 95 per cent of the total voting rights of all the members entitled to attend and vote at that meeting.
13. 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.

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

14. 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 Members of the General Committee and auditors, the election of Members of the General Committee in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors.

15. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and continues to be present until the conclusion of the meeting; save as otherwise provided, 15 members present in person shall be a quorum.
16. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Members of the General Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
17. The chairman, if any, of the Members of the General Committee shall preside as chairman at every general meeting of the Club, or if there is no such chairman, or if he shall not be present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act or is absent from Hong Kong or has given notice to the Club of his intention not to attend the meeting, the Members of the General Committee present shall elect one of their members to be chairman of the meeting.
18. If at any meeting no Member of the General Committee is willing to act as chairman or if no Members of the General Committee is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be chairman of the meeting.
19. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as previously stated it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
20. For other provisions regarding the proceedings at general meeting, Articles 15 to 16 and 18 of Table C in the First Schedule to the Companies Ordinance shall apply.
21. Except otherwise required by law, no resolution put to an Extraordinary General Meeting shall be deemed to have been carried unless it is approved by a majority of at least two-thirds of the Members present and voting.



### **Votes of Members**

22. The number of votes which each class of members has is as set out in Article 5.
23. (a) No member shall be entitled to be present or to vote on any question at any General Meeting or upon a poll or to be reckoned in a quorum if his account with the Club is overdue for two months or more.
- (b) On a poll, votes may be given personally or by proxy and the provisions of Articles 23 to 28 of Table C in the First Schedule to the Companies Ordinance shall apply for that purpose.

### **Members of the General Committee**

24. (a) The General Committee shall be elected by Members at general meetings of the Club.
- (b) The election of members of the General Committee shall be conducted in the following manner: any two members may propose a maximum of ten candidates by notice in writing to the Honorary Secretary at least seven days before the Meeting. The Honorary Secretary shall then post in the Club the names of Candidates and of their proposers and seconders. Balloting lists shall be issued to all members present at the meeting containing the names of all duly qualified candidates. Every member of the Club present at the meeting shall be entitled to vote for as many candidates as there are vacancies to be filled and no more candidate up to the number of vacancies who shall receive most votes shall be declared elected and in the case of two or more candidates receiving an equal number of votes the Chairman of the meeting shall have a second or casting vote.
- (c) The General Committee shall consist of a Chairman, Vice-Chairman, Honorary Secretary, and Honorary Treasurer and six other Resident Members. The Chairman, Vice-Chairman, Honorary Secretary and Honorary Treasurer of the General Committee (who shall be members of the Club) shall from time to time be elected and re-elected by the Members of the General Committee among themselves, and the Members so elected shall be subject and without prejudice to the requirements of vacation of office and retirement under Articles 29 and 30.
- (d) Notwithstanding anything in these Articles, Members at general meetings of the Club may by ordinary resolution remove any Member of the General Committee before the expiration of his term of office.
- (e) A member of the General Committee may not receive any salary or remuneration but he shall be indemnified out of the funds of the Club in respect of traveling and other expenditure properly incurred in and about the affairs the Club.
- (f) A paid Club Officer shall not be deemed to be a Member of the General Committee.

**Powers and Duties of Members of the General Committee**

25. The business of the Club shall be managed by the Members of the General Committee, who may pay all expenses incurred in promoting and registering the Club, and may exercise all such powers of the Club as are not, by the Ordinance or by these Articles, required to be exercised by the Club in general meeting, subject nevertheless to the provisions of the Ordinance or these Articles and to such regulations, being not inconsistent with these provisions, as may be prescribed by the Club in general meeting; but no regulation made by the Club in general meeting shall invalidate any prior act of the Members of the General Committee which would have been valid if that regulation had not been made.
26. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Club, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by at least two Members of the General Committee of the Club.
27. The Members of the General Committee shall cause minutes to be made in books provided for the purpose-
- (i) of all appointments of officers made by the Members of the General Committee;
  - (ii) of the names of the Members of the General Committee present at each meeting of the Members of the General Committee and of any committee of the Members of the General Committee;
  - (iii) of all resolutions and proceedings at all meetings of the Club, and of the Members of the General Committee, and of committees of Members of the General Committee,
- and every Member of the General Committee present at any meeting of Members of the General Committee or committee of Members of the General Committee shall sign his name in a book to be kept for that purpose.
28. (a) The General Committee shall appoint staff at such remuneration and upon such conditions as it sees fit and such staff so appointed may be removed by the General Committee.
- (b) (i) The General Committee may, from time to time appoint such Sub-Committee as it considers necessary for securing the efficient discharge of its functions, and may delegate to any such Sub-Committees any of its powers and duties provided that no delegation made hereunder shall preclude the General Committee from exercising or performing or resuming at any time any powers and duties so delegated.
- (ii) Any member of the General Committee (no other person) may be appointed a member of any such Sub-Committee.
- (iii) Any Sub-Committee so appointed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the

General Committee.

- (c) All acts done by any meeting of the General Committee or a Sub-Committee or by any person acting as a member of the General Committee or Sub-Committee, shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the General Committee or Sub-Committee or person acting as aforesaid, or that they or any of them were disqualified to be a member of the General Committee or Sub-Committee be as valid as if every such person had been duly appointed and qualified as such member.

**Disqualification of Members of the General Committee**

29. The office of a member of the General Committee shall be vacated if :

- (i) he ceases to be a member of the Club;
- (ii) he becomes bankrupt or makes a composition or scheme of arrangement with his creditors;
- (iii) he is found lunatic or becomes of unsound mind;
- (iv) he resigns his office by notice in writing to the Club;
- (v) he is directly or indirectly interested in any contract with the Club and fails to disclose the nature of his interest in manner required by the Ordinance; or
- (vi) he is absent for more than three consecutive meetings of the General Committee without leave of absence from the General Committee.

**Retirement of Members of the General Committee**

30. At every Annual General Meeting of the Club, all Members of the General Committee shall retire from office, but they shall be eligible for re-election.

**Proceedings of Members of the General Committee**

31. (a) The quorum necessary for the transaction of the business of the General Committee shall be 5 members.
- (b) Except as provided for in the next sub-clause, a meeting of the members of the General Committee for the time being at which a quorum is present shall be competent to exercise all the regulations of the Club for the time being vested in the General Committee generally.
- (c) The General Committee may meet together for the despatch of business, adjourn and otherwise regulate their meetings and business as they may think fit. Meetings of the General Committee may be convened on the request of their Chairman or by requisition in writing signed by two members of the

General Committee stating the objects for which such meetings are to be convened and forwarded to the Honorary Secretary. A member of the General Committee who is absent abroad shall not be entitled to notice of a meeting.

- (d) The Chairman shall take the chair at all meetings of the General Committee and in his absence, the Committee may appoint one of their members to act as the Chairman.
- (e) Questions arising at any meeting shall be decided by a majority on a show of hands and in case of an equality of votes the Chairman of the meeting shall have a second or casting vote.
- (f) The General Committee may, if they think fit, transact any of their business by circulation of papers or voting on phone and a resolution in writing approved by a majority of members thereof shall be valid and effectual as if it had been passed at a meeting of the General Committee.
- (g) The continuing members of the General Committee may act notwithstanding any vacancy in that body but if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the Club as the necessary quorum of members, the continuing members of the General Committee member may continue to act for the purposes (i) admitting persons to membership of the club, and (ii) summoning a General Meeting of the Club to fill the vacancies, but for no other purpose.
- (h) Subject to clause 4 of the Memorandum of Association a member of the Committee shall not vote in respect of any contract in which he is interested or any matter arising thereout, and if he does so vote his vote shall not be counted.

#### **The Seal**

32. Members of the General Committee shall provide for the safe custody of the seal, which shall only be used by the authority of the Members of the General Committee or of a committee of the Members of the General Committee authorized by the Members of the General Committee on that behalf, and every instrument to which the seal shall be affixed shall be signed by a Member of the General Committee and shall be countersigned by the Honorary Secretary or by a second Member of the General Committee.

#### **Accounts**

33. Members of the General Committee shall cause proper books of account to be kept with respect to-
- (i) all sums of money received and expended by the Club and the matters in respect of which the receipt and expenditure takes place;
  - (ii) all sales and purchases of goods by the Club; and
  - (iii) 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 affairs and to explain its transactions.

34. The books of account shall be kept at the registered office of the Club, or, subject to section 121 (3) of the Ordinance, at such other place or places as Members of the General Committee think fit, and shall always be open to the inspection of Members of the General Committee.
35. Members of the General 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 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 or book or document of the Club except as conferred by statute or authorized by Members of the General Committee or by the Club in general meeting.
36. Members of the General Committee shall from time to time in accordance with sections 122 and 129D of the Ordinance, cause to be prepared and to be laid before the Club in general meeting such income and expenditure accounts, balance sheets and reports as are referred to in those sections.
37. 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 report of the General Committee 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.

#### **Audit**

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

#### **Notices**

39. All members shall give due notice to the Honorary Secretary of any change in the address to which notices and letters shall be sent. All notices and letters sent by post or otherwise to the last known address given by the member shall be considered as duly received by him. It shall not be necessary to send notices to Absent Members.

#### **Winding-up**

40. (a) The provisions of Clause 9 of the Memorandum of Association relating to the winding-up or dissolution of the Club shall have effect and be observed as if the same were repeated in these Articles.

- (b) If any time the number of Members falls below 50, the General Committee shall summon an Extraordinary General Meeting to be convened and such meeting may by Special Resolution declare that the Club ought to be wound up and it shall be wound up accordingly.

#### **Bye-laws**

41. The General Committee as they may deem necessary and subject to the terms of these Articles from time to time make, add to, alter and/or repeal Bye-laws for the regulation of the Club, its officers, servants and agents, members, affiliates and visitors as to the use or enjoyment of the Club or any part thereof; and in particular they may by such Bye-laws regulate:

- (i) the hours of opening and closing of the Club premises or other premises belonging to the Club or any part thereof;
- (ii) the rules to be observed and stakes to be played for by Members, or Visitors playing any games in the Club premises;
- (iii) the conduct of Members and non-members of the Club in relation to one another and to the Club servants;
- (iv) the prohibition of particular games in the Club premises entirely or at particular time;
- (v) the charges to be paid by Members for participation in any games or functions of the Club and for the use or supply to Members of any of the property of the Club;
- (vi) the setting aside of any part or parts of the Club premises for particular purposes; and
- (vii) generally all such matters as are commonly by the subject matter of Club rules.

42. Any such alteration, addition or repeal of the existing Bye-laws and new Bye-laws or any additions thereto or alternations or repeal thereof shall be posted in the Club for one week and shall be entered in a Book to be kept by the Honorary Secretary for this purpose and such a Book shall be open to the inspection of all Members and visitors.

43. Any alternations, addition or repeal of any existing Bye-laws or any new Bye-laws or any alternation, addition or repeal thereto shall come into force at expiration of seven clear days from the date of their first being posted in the Club or upon such later date as the General Committee may decide, provided always that any Bye-laws may be set aside by a resolution of a General Meeting of the Club.

#### **Indemnity**

44. Subject to Section 165 of the Companies Ordinance, every member of the General Committee, auditor and officers 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 Section 358 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.

Names, Addresses and Descriptions of Subscribers		
(Sd.)	F.S. FERNANDO (DR. FLORENTINO SANTOS FERNANDO) Waldorf Mansion, 2 <sup>nd</sup> Floor C Causeway Bay, Hong Kong Medical Director	President
(Sd.)	Raymundo Alarcon (RAYMUNDO POSADAS ALARCON) Flat 40, Imperial Court 79, Waterloo Road, 5 <sup>th</sup> Floor, Kowloon Musician	Vice-President
(Sd.)	R.G. Laurel (RICARDO GREGORIO LAUREL) Flat "F", 11 <sup>th</sup> Floor Eastbourne Court, Kowloon Retired Police Officer	Committee Member
(Sd.)	F.A. Santos (FERNANDO AUGUSTO SANTOS) 36, Robinson Road, Ground Floor, Hong Kong Accountant	Committee Member
(Sd.)	C.T. Leung (LEUNG CHI TO) No. 8, Hankow Road, 4 <sup>th</sup> Floor Block A, Kowloon Manager	Committee Member
(Sd.)	L.S.Gonzales (LEANDRO S. GONZALES) 114, Austin Road, Adolfo Mansion 2 <sup>nd</sup> Floor "D" Musician	Committee Member
(Sd.)	LAU Wing Kit (LAU WING KIT) Ruby Court, 620, King's Road, Hong Kong, Assessor	Committee Member

Dated the 11<sup>th</sup> day of May, 1970.

WITNESS to the above signatures:-

(Sd.) John David Ip  
Solicitor  
Hong Kong