

(WITH PROPOSED AMENDMENTS)



MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

CHINESE RECREATION CLUB,  
HONG KONG  
( 香 港 中 華 游 樂 會 )

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Incorporated the 3rd day of December 1952

(Revised 28th May 2006)

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*Printed by*

Roy Mark (Asia) Ltd.

Hong Kong

THE COMPANIES ORDINANCE

CHAPTER 32, SECTION 21.

**LICENCE TO DISPENSE WITH THE WORD "LIMITED"**

WHEREAS His Excellency the Governor of Hong Kong has in exercise of the power conferred on him by Section 26 of the Interpretation Ordinance (Chapter 1) been pleased to depute the person for the time being holding the office of Registrar of Companies to exercise and perform on his behalf the duties, discretions and powers vested in him by Section 21 of the Companies Ordinance (Chapter 32):

AND WHEREAS it has proved to my satisfaction that CHINESE RECREATION CLUB, HONG KONG, 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 said Companies Ordinance, and that it is the intention of the said Company that the income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company, as set forth in the Memorandum of Association of the said Company, 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 Company:

NOW THEREFORE I, WILLIAM ANEURIN JONES Registrar of Companies of the Colony of Hong Kong, in exercise of the said discretions and 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 Company, as subscribed by seven members thereof on the First day of December 1952 do on behalf of His Excellency the Governor by this my Licence direct CHINESE RECREATION CLUB, HONG KONG to be registered with limited liability, without the addition of the word "Limited" to its name.

GIVEN under my hand and seal of office at Victoria in the Colony of Hong Kong this Third day of December One thousand nine hundred and fifty two.

L.S.

(Sd.) W. Aneurin Jones

*Registrar of Companies.*



[ C O P Y ]

CERTIFICATE OF INCORPORATION

**1 HEREBY CERTIFY** that

CHINESE RECREATION CLUB, HONG KONG is this day incorporated in Hong Kong under the Companies Ordinance, (Chapter 32), and that this company is limited.

**Given** under my hand and seal of office this Third day of December One Thousand Nine Hundred and Fifty-two.

LS

(Signed) W. Aneurin Jones.

*Registrar of Companies,*

*HONG KONG.*



THE COMPANIES ORDINANCE (CHAPTER 32)

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**SPECIAL RESOLUTION**

of

**CHINESE RECREATION CLUB, HONG KONG**

( 香 港 中 華 游 樂 會 )

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*Passed on the 28th day of May 2006*

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At an Extraordinary General Meeting of the members of the Club duly convened and held at the Clubhouse, 123, Tung Lo Wan Road, Hong Kong on the 28th day of May 2006 the following resolution was duly passed as a Special Resolution of the Club:—

“ THAT the draft Memorandum and Articles of Association in the form of the printed document produced to this Meeting, and for the purpose of identification signed by the Chairman hereof, be approved and adopted as the new Memorandum and Articles of Association of the Club, in substitution for, and to the exclusion of, the existing Memorandum and Articles of Association thereof.”

(Sd.) HO Hung Sun, Stanley

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HO Hung Sun, Stanley  
CHAIRMAN



**THE COMPANIES ORDINANCE (CHAPTER 32)**

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**SPECIAL RESOLUTION**

of

**CHINESE RECREATION CLUB, HONG KONG**

Passed on the 31st day of May 1992

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At an Extraordinary General Meeting of Chinese Recreation Club, Hong Kong duly convened and held at 123, Tung Lo Wan Road, Hong Kong, on the 31st day of May 1992, the following special resolution was duly passed, namely:—

- ‘ That the Memorandum and Articles of Association of the Club be amended in manner as shown in the “Amendments To Memorandum & Articles of Association” a copy of which is attached.’

(Sd.) Stanley Ho  
Chairman



“ That the Memorandum of Association of Chinese Recreation Club, Hong Kong, be amended as follows:–

(1) in Clause 3 (b) by deleting the entire text and substituting the following–

“ To promote the games of tennis, cricket, bowls, badminton, squash, table tennis, golf, swimming, gymnastics and other sports, recreation and pastimes and to encourage social intercourse between the members of the Club.”

(2) in Clause 3 (d) by inserting after “lavatories,” the following–

“ restaurants, bars,”

(3) in Clause 3 (h) by deleting the entire text and substituting the following–

“ To buy, prepare, make, supply, sell and deal in all kinds of rackets, bats, and balls and all apparatus used in connection with the games of tennis, cricket, badminton, bowls, squash, table tennis, golf, swimming, gymnastics and other sports, recreation and pastimes; and all kinds of liquors, provisions, refreshments, food and catering services, required or used by the members of the Club or other persons frequenting the grounds, club-house or premises of the Club.”

(4) in Clause 3 (j) by deleting the entire text and substituting the following–

“ To promote and hold either alone, or jointly with any other associations, clubs or persons, meetings, competitions and matches for tennis, cricket, bowls, badminton, squash, table tennis, golf, swimming, gymnastics or any other sports, or recreation or pastimes, and to offer, give or contribute towards prizes, medals, and

awards therefor, and to promote, give support  
dinners, balls, concerts and other  
entertainments.”

- (5) in Clause 4 by deleting “returen” in the 8th line  
and substituting “return”.
- (6) in Clause 6 by deleting “paragraphs” and substituting  
“Clauses”.
- (7) in Clause 9 by inserting “shall” before “do” in the 18th  
line.

“ That the Articles of Association of Chinese Recreation Club, Hong Kong, be amended as follows:–

- (1) in Article 1–
  - (a) by deleting The definition of “Hong Kong”.
  - (b) in the definition of “The Ordinance” by deleting “(Chapter 32 of the Revised Edition)” and substituting “(Chapter 32) (1984 Edition).”
  - (c) in the definition of “The members” by deleting “other than Honorary Members or visitors” and inserting a full stop after “Club”.
  - (d) in the definition of “A full member” by deleting “means” and substituting “shall mean” and by inserting after “all life members,” the following–

“honorary life members,”
  - (e) in the definition of “General Meeting” by deleting “means” and substituting “shall mean”.
  - (f) in the definition of “The Articles” by deleting “means” and substituting “shall mean”.
  - (g) in the definition of “The Previous Articles” by deleting “mean” and substituting “shall mean”.
  - (h) in the definition of “The bye-laws” by deleting “means” and substituting “shall mean”.
- (2) in Article 5 by deleting “nominee member.” and substituting “Corporate Nominee Member.”

(3) in Article 6–

(a) by inserting under “(iii) Nominee Members;”  
the following–

“(iv) Corporate Nominee Members;”

(b) by renumbering (iv) (v) (vi) (vii) and (viii)  
as (v) (vi) (vii) (viii) and (ix) respectively.

(4) in the heading of Article 7 by deleting “&” and  
substituting “and”.

(5) in Article 7 by inserting after “A Life Member”  
in the 8th line the following–

“or Honorary Life Member”

(6) in Article 8 by inserting after “no” in the 8th line  
the following–

“voting right and no”

(7) in the heading of Article 9 by inserting after  
“Nominee Members” the following–

“and Corporate Nominee Members”

(8) in Article 9 by deleting the whole of the first  
and second paragraphs and substituting the  
following–

“ Any person may be elected as a Nominee  
Member by making a payment of \$150,000.00.  
A corporation may likewise be elected as a  
Corporate Nominee Member by making a  
payment of \$250,000.00. A Nominee Member  
or a Corporate Nominee Member shall have  
the privilege of being admitted to member-  
ship without having his or its name being  
placed on the Club’s Waiting List. In case  
of a Corporate Nominee Member it may  
nominate a person of either sex of Chinese

descent, subject to the approval by the Committee, to use the facilities of the Club.

This class of membership includes those elected as “Debenture members” under Article 20A of the previous Articles of the Club. A person or corporation so elected and paying the prescribed subscription fee shall be entitled to all the privileges (except excluded by these Articles) and be subject to all the duties of a member of the Club. Subject to a transfer fee fixed for the current year by the Committee, a Nominee Member or Corporate Nominee Member shall be entitled to transfer his or its membership to another person or corporation (as the case may be) duly approved by the Committee. The transfer fee for those elected under Article 20A of the Previous Articles shall remain at \$1,500.00. A Nominee Member or Corporate Nominee Member who derives his or its rights by transfer shall have the same rights and privileges as the transferor and may in turn transfer his or its membership, subject to the approval of the Committee and payment of the prescribed transfer fee. A Corporate Nominee Member need not pay a nomination fee for its first nomination but shall pay one to be fixed for the current year by the Committee for each subsequent nomination. In the event of a nominee of a Corporate Nominee Member losing his or her rights under Articles 41,42 and 47, the Corporate Nominee Member shall cease to be a member of the Club.”.

(9) in Article 10–

- (a) by deleting “\$60.00” in the 2nd line and substituting “\$320.00”.
- (b) by deleting “\$660.00” in the 3rd line and substituting “\$3,520.00”.

(10) in Article 11–

- (a) by deleting “absent member” and “\$200.00” in the 1st line and substituting “Absent Member” and “\$720.00” respectively.
- (b) by deleting “absent member” and “\$60.00” in the 2nd sentence and substituting “Absent Member” and “\$320.00” respectively.
- (c) by inserting “a subscription” after “pay”.

(11) in Article 12 by deleting “absent member” and substituting “Absent Member”.

(12) in Article 13–

- (a) by deleting “absent members” in the 1st line and substituting “absent members”.
- (b) by deleting “absent member’s” in the 2nd line and substituting “absent member’s”.

(13) in Article 14–

- (a) by inserting “of” after “fee” in the 2nd line.
- (b) by deleting “\$40.00” in the 3rd line and substituting “\$240.00”.

(14) in Article 15–

- (a) by deleting “\$40.00” in the 3rd line and substituting “\$240.00”.
- (b) by deleting “Social” in the 5th line and substituting “social”.
- (c) by inserting after “prescribe.” the following–

“ The parent of such Junior Member shall be liable for all accounts which may be due from him to the Club for as long as such Junior Member is a minor.”

(15) in Article 16–

By deleting the entire text and substituting the following–

“ 16. Students of either sex under 21 years of age may join the Club as Student Associate Member. On admission, a Student Associate Member shall pay an entrance fee of \$5,000.00 and his or her subscription shall be \$90.00 per month. A Student Associate Member shall not have any of the rights of a full member except the enjoyment of the social and recreational facilities of the Club subject to such limitations as the Committee may from time to time prescribe. A Student Associate Member shall cease to be such Member of the Club upon attaining his or her 21st birthday. A Student Associate Member may, at any time after attaining his or her 18th birthday, apply to the Committee to be converted to an Ordinary Member or Lady Associate Member (as the case may be) of the Club, and in such event, the provisions of Articles 22 to 32 inclusive shall apply. On conversion to an Ordinary Member or Lady Associate Member (as the case may be). He or she shall pay such entrance fee, subscription and any other fee or levy (if any) as those payable by an Ordinary Member or Lady Associate Member (as the case may be) on admission less such amount as he or she has already paid (excluding subscription) on admission as a Student Association Member.”

(16) in Article 17–

(a) by inserting after “proposed” the following–

“by a full member”

(b) by deleting “2 members” and substituting the following–

“a member of the Committee”

(c) by inserting after “use” the following–

“of the facilities”

- (d) by deleting “and privileges of membership”.
  - (e) by deleting “\$2,000.00” and substituting “\$5,000.00”.
- (17) in Article 18–
- (a) by deleting “and seconder”.
  - (b) by deleting “visitor” and substituting “Visitor”.
  - (c) by deleting “jointly and severally”.
- (18) in Article 19 by deleting “visitor” and substituting “Visitor”.
- (19) in Article 20 by deleting after “shall” in the 3rd line the following–
- “ not be exercised in the case of any one guest more than twice in any one month, and on each occasion his name shall be entered in the guests’ book kept for that purpose.”
- and substituting the following–
- “ be subject to such terms and conditions as the Committee may from time to time prescribe.”
- (20) in Article 21 by deleting “female”.
- (21) in Article 23 by inserting after “name” in the 1st line a comma and deleting “and” after the comma.
- (22) in Article 24 by inserting a comma after “announced” and deleting “he shall have all the rights and privileges of a member.” and substituting the following–



“ the Committee may permit such candidate to use the facilities of the Club on such terms and conditions as the Committee may prescribe.”

(23) in Article 29–

(a) by deleting “a majority of the Committee shall be of opinion” and substituting the following–

“it is discovered”

(b) by deleting “they” in the 4th line and substituting the following–

“the Committee”

(24) in Article 30 by deleting “nor shall he make use of the club house and grounds until duly proposed again.” and inserting a full stop after “months”.

(25) in Article 33–

(a) by deleting “quarterly” in the last line and substituting “monthly”.

(b) by deleting “quarter” in the last line and substituting “month”.

(26) in Article 34 by deleting “place of residence” and substituting the following–

“address for correspondence”

(27) in Article 36–

(a) by inserting “newly elected” after “No”.

(b) by deleting “participate in any of the advantages” and substituting the following–

“enjoy the facilities”

(28) in Article 37 by deleting “list of members” and substituting “Register of Members”.

(29) in Article 39 by inserting after “Nominee Members” the following—

“Corporate Nominee Members”

(30) in Article 40—

(a) by deleting “he” in the 9th line and substituting “his name”.

(b) by deleting “books” in the 13th line and substituting “Register of Members”.

(31) in Article 43—

(a) by deleting “article” in the 2nd line and substituting “Article”.

(b) by inserting “general” after “extraordinary”.

(32) in Article 47—

(a) by deleting “or who, in the opinion of the Committee, shall have left Hong Kong to escape trial.”

(b) by deleting “books” and substituting “Register of Members”.

(33) in Article 48—

(a) by deleting “visitor” in the 1st line and substituting “Visitor”.

(b) by deleting “at the time prescribed either by these Articles” in the 3rd line.

(c) by deleting “visitor” in the 5th line and substituting “Visitor”.

(d) by deleting “visitor” in the 6th line and substituting “Visitor”.

(34) in Article 52–

(a) by deleting “meetings” in the 1st line and substituting “meeting”.

(b) by deleting “Ordinary General Meetings” and substituting “Annual General Meeting”.

(35) in Article 53–

by deleting “section 113” in the last line and substituting “section 113(1)”.

(36) in Article 54 by deleting “manner hereinafter mentioned, or in any such other manner, if any, as may be prescribed by the Club in general meeting,” and substituting the following–

“ such manner as may be prescribed by the Committee,”

(37) in Article 56–

(a) by inserting “general” after “extraordinary”.

(b) by inserting “also” in front of “all”.

(c) by deleting “ordinary” and substituting “annual general”.

(d) by deleting the full stop after “retiring” and substituting a comma and inserting thereafter “and the appointment of, and the fixing of the remuneration of, the auditors”.

(38) in Article 65 by deleting the following–

“ Every member shall have one vote except honorary members, lady associate members and student associate members who will not be allowed to vote. No member may be allowed to vote by proxy.”

and substituting the following–

“ Every member shall have one vote except Honorary Members, Lady Associate Members and Student Associate Members who will not be allowed to vote. In case of Corporate Nominee Members, only the corporations whose names appear in the Register of Members, as distinct from the persons nominated by such corporations to use the facilities of the Club, shall be entitled to vote.”

(39) in Article 67–

- (a) by deleting “A general reserve fund of a minimum amount of \$5, 000.00 shall be maintained.”
- (b) by deleting “furnitures” and substituting “furniture.”

(40) in Article 68–

- (a) by deleting “Deputy Hon. Secretary, the Hon. Treasurer, the Deputy Hon. Treasurer,” and substituting the following–
  - “ Deputy Honorary Secretary, the Honorary Treasurer, the Deputy Honorary Treasurer,”
- (b) by deleting “or nominee of a corporate nominee member” in the 2nd paragraph.
- (c) by inserting after “3 years” in the 2nd paragraph the following–

“ A Corporate Nominee Member or its nominee shall not be eligible for election to the Committee.”

- (41) in Article 70 by deleting “All members shall be entitled to participate, but they shall pay the amount fixed by the Committee as admission fee.” and substituting the following–

“ All members shall be entitled to participate, but they may be required to pay an amount fixed by the Committee as admission fee.”

- (42) in Article 71 by deleting “competitions,” and substituting “competitions,”

- (43) in article 74–

- (a) by inserting after “No” in the 5th line “capital”.
- (b) by deleting “\$3,000.00” and substituting “\$20,000.00”.
- (c) by deleting “preivous” and substituting “previous”.

- (44) in Article 75 by deleting “seal” in the 6th line and substituting “Seal”.

- (45) in Article 77 by deleting “became” and substituting the following–

“have become”

- (46) in Article 78–

- (a) by deleting “Upon” in sub-clause (iv) and substituting “upon”.
- (b) by deleting the full stop after “notice

boards” in sub-clause (iv) and substituting the following–

“ at least seven clear days prior to the holding of the Annual General Meeting.”

- (47) in Article 90 by deleting “takes” in sub-clause (a) and substituting “take”.
- (48) in Article 97–
  - (a) by deleting “resolution” in the 7th line and substituting “matter”.
  - (b) by deleting “resolution” in the 8th line and substituting “matter”.
- (49) in Article 98 by deleting the comma after “address” in the 3rd line and substituting “within Hong Kong,”.
- (50) in Article 101–
  - (a) by inserting a comma after “against” in the 2nd line.
  - (b) by inserting a comma after “pay” in the 4th line..”

THE COMPANIES ORDINANCE (CHAPTER 32)

SPECIAL RESOLUTION

of

**CHINESE RECREATION CLUB, HONG KONG**

Passed on the 26th day of May 1991

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At an Extraordinary General Meeting of Chinese Recreation Club, Hong Kong duly convened and held at 123, Tung Lo Wan Road, Hong Kong, the following Special Resolution was duly passed:—

That the name of the Club be changed to:

**“CHINESE RECREATION CLUB, HONG KONG**

**( 香 港 中 華 游 樂 會 ) ”**

.....  
(Sd.) Stanley Ho Hung-Sun  
Chairman





CHINESE RECREATION CLUB, HONG KONG

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ANNUAL GENERAL MEETING

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ORDINARY RESOLUTION

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At the Annual General Meeting of the Chinese Recreation Club held in the Club-house Tung Lo Wan Road, Tai Hang, Hong Kong on the 30th May 1982 the following Resolution was passed as an Ordinary Resolution:-

- (i) That a member on reaching the full age of 70 years and having been a full member of the club for 35 years shall be exempted from payment of monthly subscriptions.
- (ii) That the entrance fee payable by a person admitted as a Nominee Member shall be increased from \$100,000.00 to \$150,000.00 and that the entrance fee payable by a corporation admitted as a Nominee Member shall be increased from \$200,000.00 to \$250,000.00.

(sd.) Stanley Ho

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Chairman



## **CHINESE RECREATION CLUB, HONG KONG**

At an Extraordinary General Meeting of the Members of the above Club duly convened and held at Tung Lo Wan Road, Tai Hang, Hong Kong on the 28th day of December 1980 the following resolutions were passed:-

### **A. As SPECIAL RESOLUTIONS**

1. That the words "lawn tennis" appearing in Sub-clauses (b), (d), (h) and (j) of Clause 3 of the Memorandum of Association of the Club be deleted and there shall be substituted therefor the word "tennis".
2. That in substitution for and to the exclusion of all the existing Articles of Association of the Club, new Articles of Association a copy of which has, for the purpose of identification, been signed by Mr. Stanley Ho, Chairman of the Club be approved and adopted as the Articles of Association of the Club with the following amendments:-
  - (i) Article 16, 1st line, 18 years should read 21 years;
  - (ii) Article 68, after the first paragraph and before last sentence "No member of the Committee..." the following sentence be added:-

"No member or nominee of a Corporate nominee member shall be eligible for election to the Committee unless at the time of election he shall have been a member of the Club for not less than 3 years".

### **B. As an ORDINARY RESOLUTION**

That the Committee of the Club be authorized to apply the special Reserve Fund under Article 67 or such part thereof as may be necessary towards payment of the costs for the building project on the north side of the Club grounds adjoining the Swimming pool to the extent of \$6,500,000.00 and that the number of nominee members to be admitted to help financing the said project shall not exceed 50.

**STANLEY HO**  
Chairman



Hong Kong Stamp Duty \$20.00 2/12/1952
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THE COMPANIES ORDINANCE.

*Company limited by guarantee and not having a share capital*

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**MEMORANDUM OF ASSOCIATION**  
OF  
**CHINESE RECREATION CLUB, HONG KONG**  
**(香港中華游樂會)**

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(as adopted by a Special Resolution passed  
on the 28<sup>th</sup> May 2006)

1. The name of the Company is “CHINESE RECREATION CLUB, HONG KONG (香港中華游樂會)” (hereinafter called “the Club”).
2. The registered office of the Club will be situate in Hong Kong.
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 Chinese Recreation Club, Hong Kong.
  - (b) To promote the games of tennis, cricket, bowls, badminton, squash, table tennis, golf, swimming, gymnastics and other sports, recreation and pastimes and to encourage other social activities between the members of the Club.

- (c) To establish, maintain, and conduct a recreation club for the accommodation of the members of the Club and their friends, and generally to afford to them all the usual privileges, advantages, conveniences and accommodation of a club.
- (d) To acquire by purchase, lease, or otherwise grounds in Hong Kong or elsewhere, and to lay out, prepare and maintain the same for tennis, cricket, bowls, badminton or other athletic sports or pastimes, and to build or otherwise provide club houses, swimming pools, dormitories, pavilions, lavatories, restaurants, bars, refreshment rooms and other conveniences in connection therewith, and to furnish, alter, enlarge, repair, uphold and maintain the same, and to permit the same to be used by members and employees of the Club and others, either gratuitously or for payment.
- (e) To acquire by purchase, lease, or otherwise any other lands, buildings, easements or property which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Club.
- (f) To manage, improve and maintain all or any part of the lands, buildings, easements and property of the Club and to demise, underlet, exchange, sell or otherwise deal with and dispose of the same, either together or in portions, and for such considerations as the Club may think fit, and, in particular, for shares, debentures or securities of any company purchasing the same.
- (g) To purchase, hire, make, or provide and maintain and to sell or otherwise dispose of all kinds of furniture, plate, linen, glass, books, papers, periodicals, stationery, billiard tables, cards, games, tools, implements, machines, utensils, and other things required or which may be conveniently used in connection with the grounds, club-house and other premises of the Club by persons frequenting the same, whether members of the Club or not.
- (h) To buy, prepare, make, supply, sell and deal in all kinds of rackets, bats, and balls and all apparatus used in connection with the games of tennis, cricket, badminton, bowls, squash, table tennis, golf, swimming, gymnastics and other sports, recreation and pastimes; and all kinds of liquors, provisions, refreshments, food and catering services, required or used by the members of the Club or other persons frequenting the grounds, club-house or premises of the Club.

- (i) To hire and employ all classes of 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, gratuities and pensions.
- (j) To promote and hold either alone, or jointly with any other associations, clubs or persons, meetings, competitions and matches for tennis, cricket, bowls, badminton, squash, table tennis, golf, swimming, gymnastics or any other sports, or recreation or pastimes, and to offer, give or contribute towards prizes, medals, and awards therefor, and to promote, give support dinners, balls, concerts and other entertainments.
- (k) To establish, promote or assist in establishing or promoting, and to subscribe to, or become a member of, or amalgamate with, 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.
- (l) To support and subscribe to any charitable or public body and any institution, society or club which may be for the benefit of the Club or its employees; to give pensions, gratuities, or charitable aid to any person who may have served the Club, or to the wife, widow, children or other relatives of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Club.
- (m) 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.
- (n) To borrow or raise and give security for money by the issue of or upon bonds, debentures, debenture stock, bills of exchange, promissory note or other obligations or securities of the Club, or by mortgage or charge upon all or any part of the property of the Club.
- (o) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

Provided that

- (i) the Club shall not support with its funds or impose on its members or endeavour to procure the observance of any regulation which, if an object of the Club, would make it a trade union.
- (ii) 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.
- (iii) The objects of the Club shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
- (iv) The powers set forth in the Seventh Schedule of the Companies Ordinance (Cap. 32) are hereby excluded.

4. The income and property of the Club, howsoever 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 profit, 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 services actually rendered to the Club, nor prevent the payment, in good faith, of interest at a rate 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 and in any event not exceeding twelve per cent per annum on money lent, or reasonable and proper rent for premises demised or let by any member of the Club. But so that no member of the 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 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 railway, gas, electric, lighting, water, cable, or telephone company of which a member of the Committee or governing body may be a member or any other company in which such member shall not hold more than one-hundredth part of the capital or controlling not more than one-hundredth part of its votes, and such member shall not be bound to account for any share of profits he may receive in respect of such payment.



5. No addition, alteration or amendment shall be made to or in the regulations contained in the 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.

6. The fourth and fifth Clauses of this Memorandum contain conditions on which a Licence is granted to the Club in pursuance of Section 21 of the Companies Ordinance, Chapter 32.

7. The liability of the members is limited.

8. Every member of the Club 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 \$10.00.

9. No member of the Committee shall be disqualified from contracting with the Club either as vendor, purchaser, or otherwise, nor shall any such contract, or any contract or agreement entered into by or on behalf of the Club in which any such Committee Member shall be in any way interested, be avoided, or shall any such Committee Member be liable to account to the Club for any profit realised by any such contract or agreement by reason only of any such Committee Member holding that office or of the fiduciary relations thereby established, but it is declared that the nature of his interest must be disclosed by him at the Committee meeting at which the contract or agreement is first taken consideration if his interest then exists, or in any other case at the first Committee meeting after the acquisition of his interest. If a Committee Member becomes interested in a contract or agreement after it is made or entered into the disclosure of his interest shall be made at the first meeting of the members of the Committee held after he becomes so interested. No Committee Member shall as a Committee Member vote in respect of any contract or agreement in which he is so interested as aforesaid; and if he shall do so vote his vote shall not be counted, but this prohibition may at any time or times be suspended or relaxed to any extent by a general meeting and such prohibition shall not apply to any contract by or on behalf of the Club to give to a Committee Member or any of them any security for advances or by way of indemnity. A general notice that a Committee Member is a member of any specified firm or company, and is to be regarded as interested in all transactions with that firm or company, shall be a sufficient disclosure under this clause as

regards such Committee Member and the said transactions, and after such general notice it shall not be necessary for such Committee Member to give a special notice relating to any particular transaction with that firm or company.

10. If upon the winding up or dissolution of the Club there remain, after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Club, but shall be given or transferred to some other 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 or by virtue of Clause 4 hereof, 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 Administration Region having jurisdiction in regard to charitable funds, and if so far as effect cannot be given to the aforesaid provision, then to some charitable object.

11. True accounts shall be kept of the sums of money received and expended by the Club, and the matter in respect of which such receipt and expenditure takes 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, 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 properly qualified auditor or auditors.

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.	Lee Yuen Tsaan No. 18 Fung Fai Terrace 2nd floor, Hong Kong.	Merchant
Sd.	Arthur T. Choy No.2 Park Road, Hong Kong	Merchant
Sd.	Lau Fook Ki No. 7 Yik Kwan Avenue, Causeway Bay, Hong Kong.	Salesman
Sd.	Ho Ka Lau No. 8 Lau Sin Street 1st floor, Hong Kong.	Merchant
Sd.	A. Lau No. 31 Mosque Street 1st floor, Hong Kong.	Accountant
Sd.	Chiu Po Hang No. 3 Staunton Street ground floor, Hong Kong.	Accountant
Sd.	Lee Wai Tong No. 38 Tung Lo Wan Road Hong Kong.	Merchant

Dated this 1st day of December 1952.

WITNESS to the above signatures:-

Sd. A. K. W. Lui  
*Solicitor,*  
Hong Kong

THE COMPANIES ORDINANCE.

*Company limited by guarantee and not having a share capital.*

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**ARTICLES OF ASSOCIATION**  
OF  
CHINESE RECREATION CLUB, HONG KONG  
(香港中華游樂會)

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(as adopted by a Special Resolution passed  
on the 28<sup>th</sup> May 2006)

**Interpretation**

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

“Annual General Meeting” shall mean the yearly general meeting of the members of the Club.

“Extraordinary General Meeting” shall mean the general meeting of the Club specially summoned under these articles.

“Full Member” shall mean all life members, honorary life members, ordinary members and nominee members. Only full members shall have full rights and privileges of the Club.

“General Meeting” shall mean a general meeting of the members of the Club whether annual or extraordinary.

“in writing” shall include printed, lithographed and typewritten.

“month” shall mean calendar month.

“Old Junior Members” shall mean those Junior Members who have become Old Junior Members in accordance with the provisions of Article 17.

- “Pre-amended Articles” shall mean the Articles of Association of the Club subsisting on 31st May 1992.
- “Special Resolution” shall have the meanings assigned thereto by Section 116 of the Ordinance.
- “The Articles” shall mean the Articles of Association of the Club.
- “The bye-laws” shall mean the bye-laws of the Club for the time being in force.
- “The Chairman” shall mean the Chairman of the Club for the time being.
- “The Club” shall mean the Company registered as CHINESE RECREATION CLUB, HONG KONG (香港中華游樂會).
- “The Committee” shall mean the Committee of the Club for the time being.
- “The Convenors” shall mean the Convenors of tennis, club-house bar, amusement, social and other departments or any of them.
- “The members” shall mean the members of the Club.
- “The Ordinance” shall mean the Companies Ordinance (Chapter 32).
- “The Previous Articles” shall mean the articles of the Association of the Club subsisting before 28th December 1980.
- “the registered address” shall mean the registered address for the time being of the Club.
- “the Seal” shall mean the Seal of the Club.
- “The Secretary” shall mean the Honorary Secretary or the Honorary Deputy Secretary of the Club for the time being.
- “The Treasurer” shall mean the Honorary Treasurer or the Honorary Deputy Treasurer of the Club for the time being.
- “The Vice-Chairman” shall mean the Vice-Chairman of the Club for the time being.

Words importing the singular number include the plural number and words importing the plural number include the singular, and words importing the masculine gender include where the context admits the feminine gender and/or the neutral gender.

When any provision of the Ordinance is referred to, the reference is to such provision as modified by any statutory modification thereof for the time being in force.

Unless the context otherwise requires, expressions defined in the Ordinance or any statutory modification thereof in force at the date at which these regulations become binding on the Club shall have the meanings so defined.

2. The number of members of the Club for the purpose of registration is declared to be 3350 but the Committee may when they think fit increase the number thereof and may also restrict the number of any class or classes of membership.
3. These Articles shall be construed with reference to the provisions of the Ordinance, and the terms used in these Articles shall be taken as having the same respective meanings as they have when used in the Ordinance.
4. The Club is established for the purposes expressed in the Memorandum of Association.

### **Membership**

5. All persons of Chinese descent shall be eligible for membership.
6. Membership shall consist of the following classes of members:-
  - (i) Life Members and Honorary Life Members;
  - (ii) Honorary Presidents;
  - (iii) Nominee Members;
  - (iv) Ordinary Members;
  - (v) Absent Members;

- (vi) Associate Members;
- (vii) Junior Members;
- (viii) Old Junior Members;
- (ix) Sports Associate Members;

### **Life Members and Honorary Life Members**

7. Any person elected as a member may, by making a payment of an amount fixed by the members in General Meeting at the time of and in addition to paying his entrance fee at the rate fixed by the members in General Meeting from time to time, compound for his first and all other annual subscriptions, or may, by making a payment of the said amount fixed by the members in General Meeting at any later time, compound for all annual subscriptions not then in arrears. A member who has so compounded shall be a Life Member. Honorary Life Members are those Life Members admitted as such by payment of an additional fee to be fixed by the members in General Meeting. A Life Member or Honorary Life Member shall be entitled to all the privileges and be subject to all the duties of a member of the Club during his life unless he resigns (subject nevertheless to the provisions of Articles 41, 42, 47 and 48 hereof).

### **Honorary Presidents**

8. The Committee may once in a year invite such person or persons of distinction irrespective of nationality to be Honorary Presidents of the Club for that year. Such Honorary Presidents shall have all the privileges of the Club without any of the liability of members but shall have no voting right and no voice in the management.

### **Nominee Members**

9. Any person may be elected as a Nominee Member by making a payment of entrance fee of HK\$800,000.00 or such sum as the members in General Meeting shall determine from time to time and subscription and any other fees or levies at such rate and in such manner as the Committee may from time to time determine. A Nominee Member shall have the privilege of being admitted to membership without having his name being placed on the Club's waiting list.

This class of membership includes those elected as “Debenture members” under Article 20A of the previous Articles of the Club. A person so elected and paying the prescribed subscription fee shall be entitled to all the privileges (except excluded by these Articles) and be subject to all the duties of a member of the Club. Subject to a transfer fee fixed for the current year by the Committee, a Nominee Member shall be entitled to transfer his membership to another person duly approved by the Committee. The transfer fee for those elected “Debenture Members” under Article 20A of the Previous Articles shall remain at \$1,500.00. A Nominee Member who derives his rights by transfer shall have the same rights and privileges as the transferor and may in turn transfer his membership, subject to the approval of the Committee and payment of the prescribed transfer fee.

### **Ordinary Members**

10. On admission an Ordinary Member shall pay an entrance fee of \$300,000.00 or such sum as the members in General Meeting shall determine from time to time and subscription and any other fees or levies at such rate and in such manner as the Committee may from time to time determine.

10A. An unmarried child of a Full Member who has been admitted for more than 3 years may between the period from attaining his 18th birthday to his 25th birthday apply to be admitted as an Ordinary Member of the Club and on admission as an Ordinary Member, he shall pay the entrance fee of \$120,000.00 or such sum as shall be determined by the members in General Meeting and subscription and any other fees or levies at such rate and in such manner as the Committee may from time to time determine. The child shall lose his ordinary membership and the entrance fees and any subscription, fees or levies paid shall be forfeited if his parent ceases to be a member of the Club other than by way of death within three years from the day of his ordinary membership admission.

### **Absent Members**

11. The subscription for an Absent Member shall be such sum per annum as shall be determined by the Committee payable on the 1st day of January each year. An Absent Member shall in addition pay a subscription at such rate per month as shall be determined by the Committee for every month or part of a month he is present in Hong Kong.



12. An Absent Member, whose subscription shall remain unpaid for one year from the due date of his last payment as an Absent Member, shall cease to be a member of the Club after three months' notice has been given to him, such notice to be posted to his registered address.

13. (a) A member desiring to be placed on the Absent Members' list and paying an Absent Member's subscription must give notice in writing to the Secretary before departure from Hong Kong of his date of departure and his address outside Hong Kong and in default of so doing such member shall be liable for the full monthly ordinary member's subscription.
- (b) For a member to be eligible for application as an Absent Member, he has to be away from Hong Kong for a continuous period of more than 6 months a year. He should produce and furnish with documentary evidence of his absence to the satisfaction of the Committee. Failing to prove to the satisfaction of the Committee of his absence, the member's application may be turned down or the Absent Member status shall be reverted back to the original membership status and the relevant monthly subscription or fees or other levies shall be payable. The dependent of an Absent Member shall have no right to enjoy the Club's facilities during the period of absence of the Absent Member.

### **Associate Members**

14. (a) The spouse of a Full Member who is not a member of the Club, may apply to the Committee for admission as an Associate Member. An Associate Member shall pay an entrance fee of \$40,000.00 or such sum as the members in General Meeting shall determine from time to time and subscription and other fees or levies at such rate and in such manner as the Committee may from time to time determine. An Associate Member shall be entitled to all privileges and subject to all the duties of a member of the Club save and except that he shall have no voting rights.
- (b) Upon cessation of membership of Full Members other than by way of death, his spouse shall, if such spouse is an Associate Member, cease to be an Associate Member.

- (c) Upon the transfer of the membership by a Nominee Member, the spouse of that transferor Nominee Member shall, if such spouse is an Associate Member, cease to be an Associate Member. At any time after the transfer of the membership by a Nominee Member, the spouse of the transferee Nominee Member shall be eligible to apply to be an Associate Member without payment of an entrance fee provided that any spouse of the predecessors of the transferee Nominee Member had been admitted as an Associate Member.
- (d) The surviving spouses (not already an Associate Member) of Full Members other than those of Nominee Members shall be invited to join the Club as Associate Members without payment of an entrance fee, but shall pay subscription and other fee or levies at such rate and in such manner as shall be determined by the Committee. On the remarriage of such Associate Member, his membership shall cease.
- (e) This class of membership includes those elected as Lady Associate Members under Article 14 of the Pre-amended Articles of the Club.
- (f) An Associate Member who was elected as Lady Associate Member under Article 14 of the Pre-amended Articles and was then a daughter of a Full Member, may apply to the Committee to be admitted as an Ordinary Member of the Club. On admission as an Ordinary Member, she shall pay an entrance fee of \$120,000.00 or such sum as the members in General Meeting shall determine from time to time, having taken into account the amount already paid on admission as a Lady Associate Member and subscriptions and other fees or levies at such rate and in such manner as shall be determined by the Committee.

## **Junior Members and Old Junior Members**

15. An unmarried child of a Full Member between the period from attaining his 18th birthday to his 25th birthday may apply to join the Club as a Junior Member upon payment of an entrance fee of \$30,000.00 or such sum as the members in General Meeting shall determine from time to time and subscription and any other fees or levies at such rate and in such manner as the Committee shall from time to time determine. A Junior Member has no voting rights and shall not serve on the Committee and his enjoyment of the social and recreational facilities of the Club shall be confined to himself and subject to such limitations as the Committee may prescribe. The parents of Junior Members shall be liable for all accounts of Junior Members. If the membership of such Full Member shall cease during his child's Junior Membership period, such child's junior membership shall also cease.

16. A Junior Member shall cease to be such member of the Club upon attaining his 25th birthday. A Junior Member may, at any time between the period from attaining his 18th birthday to his 25th birthday, apply to the Club to be admitted as an Ordinary Member of the Club. On admission as an Ordinary Member, he shall pay an entrance fee of \$120,000.00 or such sum as the members in General Meeting shall determine from time to time, subscriptions and any other fees or levies at such rate and in such manner as shall be determined by the Committee less the amount as he has already paid (excluding subscriptions) on admission as a Junior Member. The Junior Member shall lose his ordinary membership and the entrance fees, subscription and any fees or levies shall be forfeited if his parent ceases to be a member of the Club other than by way of death within three years from the day of his Ordinary membership admission.

17. All those Junior Members admitted under the Pre-amended Articles over the age of 25 shall be allowed to apply for admission as an Ordinary Member within the period of 6 months from the date to be fixed by the Committee on payment to the Club an admission fee of \$120,000.00 or such sum as the members in General Meeting shall determine from time to time, having taken into account the amount already paid on admission as a Junior Member and subscription and any other fees or levies at such rate and in such manner as the Committee may from time to time determine. Failing to apply for admission within the abovementioned period, those Junior Members over the age of 25 shall be classified as Old Junior Members. An Old Junior Member has voting rights but shall not serve on the Committee and his enjoyment of social and recreational facilities of the Club shall be confined to the member himself and subject to such limitations as the Committee may from time to time prescribe. An Old Junior Member shall be liable for all accounts which may be due from him to the Club.

## **Sports Associate Members**

18. The Committee may invite such person of distinction in any kind of sports to be the Sports Associate Members of the Club on a yearly basis and may terminate the membership of such Sports Associate Member(s) at any time without giving any reason therefor. Such Sports Associate Member(s) shall attend such sports competitions on behalf of the Club as the Committee may from time to time direct and shall be entitled to all privileges and be subject to all the duties of a Member of the Club save and except that he shall have no voting rights and no voice in management.

19. Any Sports Associate Member who has been admitted as a Sports Associate Member and has attended the sports competition on behalf of the Club as aforesaid for not less than five years may apply to the Club to be admitted as an Ordinary Member of the Club. On admission as an Ordinary Member, he shall pay the entrance fee of HK\$30,000.00 or such sum as the members in General Meeting shall determine from time to time or subscription at such rate and in such manner as the Committee may from time to time determine.

## **Guests**

20. Any person who may temporarily visit Hong Kong or who resides in Hong Kong shall be permitted to enter and use the club house and grounds in the company of a member, but this privilege shall be subject to such terms and conditions as the Committee may from time to time prescribe.

21. The Committee shall have power to permit any non-member, being the wife, husband, child or relative or friend of a member of the Club, to use in common with the members of the Club, all the premises and property of the Club or such part thereof and on such terms and conditions as the Committee may from time to time determine and with or without payment of any fees.

## **Manner of Election**

22. Every candidate applying for membership of the Club shall be proposed by one Full Member and seconded by a Committee Member of the Club to both of whom the candidate shall be personally known. Every such application for membership shall be made in writing, signed by the candidate and by his proposer and seconder and shall be in such form in Chinese or otherwise as the Committee may from time to time prescribe.

23. The name and occupation of each candidate for admission as a member, as well as the name of the proposer and seconder shall be exhibited in the club house for at least 10 days prior to the date of ballot or election according to the provisions of these Articles and shall also be entered in a book kept for that purpose.

24. During the time the candidate's name is exhibited as aforesaid and until the result of the ballot or election is announced, the Committee may permit such candidate to use the facilities of the Club on such terms and conditions as the Committee may prescribe. The proposer of the candidate shall be liable for all amounts which may be due from him to the Club if such candidate shall not be elected as a member.

25. The candidate shall be balloted for or elected by poll or in such manner as the Committee shall determine at its meeting with a quorum as stipulated under these Articles.

26. In the event of ballot, the ballot box shall be opened in the presence of at least two members of the Committee. Two black balls shall exclude; and not less than 8 members shall constitute a ballot. In the event of a ballot being void by reason of less than 8 members having balloted within the period during which the ballot shall be opened, the ballot shall remain open for a further period of 10 days immediately succeeding the original period of the ballot. Should 8 members not have recorded their votes within the extended period, the candidate shall be deemed not to have been elected and to come within the operation of Article 30. In the event of election by poll, two negative votes shall exclude.

27. Members of the Committee shall not be allowed to ballot by proxy.

28. On the election of a member the fact shall be notified to him in writing and a copy of the Memorandum and Articles of Association and of the bye-laws of the Club, with a bill for the entrance fee and for the current month's subscription shall be forwarded to him.

29. If at any time within 3 months after election of a candidate it is discovered that he has been elected under any misapprehension or if any material information as to his antecedents has been withheld the Committee shall after inquiry and notice to the person so elected, have power to erase his name from the list of members and he shall thereupon cease to be a member.

30. No candidate proposed and not elected shall be proposed again until the expiration of 6 months.

31. Notice shall be given in writing to the proposer and seconder of any candidate who has failed to attain admission to the Club.

32. The number of the black balls or the number of negative votes shall not be disclosed.

### **Entrance Fees and Subscriptions**

33. The entrance fees for all categories of membership and the monthly subscriptions payable may from time to time be increased or decreased by such amount and on such terms as the members in General Meeting shall decide. Provided that an annual increase of membership subscriptions not exceeding 20% may be decided by the Committee. Subscriptions for all categories of membership shall be payable monthly in advance on the first day of each month.

33A. Any Full Member, Associate Member, Old Junior Member or Junior Member may pay a lump sum as the Committee may decide in each category of membership payable within the month of January every year to be relieved from all further liability for the payment of the subscriptions for that year. Provided that if any member shall resign or otherwise cease to be a member during the year he shall not be entitled to any refund.

34. Members changing their address for correspondence shall give due notices to the Secretary and furnish him with an address to which notice and letters may be sent. 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.

35. The subscription of any member admitted during the month is payable from the commencement of the month in which he is admitted.

36. No newly elected member shall enjoy the facilities of the Club until he shall have paid his entrance fee, subscription or any other claim the Club may have against him.

37. In the event of any newly elected member failing to pay his entrance fee within one month from the date of his election, the Committee may at their discretion erase his name from the Register of Members unless he shall have justified the reason of delay to the satisfaction of the Committee.

## **Resignation**

38. Any member may withdraw from the Club by giving one month's notice in writing to the Secretary at any time previous to the commencement of a month, otherwise he will be held liable for that month's subscription.

39. Save in the case of Nominee Members the rights and privileges of a member shall be personal to himself; they shall not be transferable by a member's own act or operation of law and shall cease upon his death or upon his ceasing from any cause to be a member under the provisions of these Articles. Any person who shall by any means cease to be a member, shall nevertheless remain liable for and shall pay to the Club all moneys which at the time of his ceasing to be a member shall be due from him to the Club.

## **Members' Accounts**

40. If any member shall fail to pay all moneys presently payable by him to the Club within 14 days from the date of the rendering of the accounts, the Committee may in their discretion stop the credit of such member until such time as the amounts so due shall have been paid, and if any member shall fail to pay his monthly subscription or other sums which may be due from him to the Club for a period of two months after the same has become due, notice shall be sent to him calling his attention thereto, and if he does not pay the amount within 7 days from the posting of such notice, his name may be forthwith posted in the Club house as a defaulter and he shall be liable to pay an additional sum to be determined by the Committee. If the amount due shall not be paid within 30 days following, the defaulter shall cease to be a member of the Club and his name shall be erased by the Committee from the Register of Members. But if at any time he shall give to the Committee a satisfactory explanation, he may in the discretion of the Committee, and upon payment of arrears, be re-admitted into membership without payment of any entrance fee.

## **Loss of Rights**

41. If any member violates the Articles of Association or bye-laws of the Club or if his conduct in or out of the club house and grounds shall in the opinion of any member of the Committee or of any 20 members of the Club (who shall certify the same in writing to the Committee) be injurious to the character or interests of the Club or be derogatory to such member's station in society, a meeting of the Committee shall be specially summoned to consider the case.

42. If the member complained of shall not explain his conduct to the satisfaction of the Committee, they shall call upon such member to resign, and should he not do so within two weeks, his name shall be erased from the list of members and he shall *ipso facto* 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 Committee present at such meeting.

43. The Committee shall on the written requisition of the member affected by their decision under the preceding Article convene an extraordinary general meeting of the Club for the purpose of reviewing their decision provided that the requisition shall be signed by at least 20 members of the Club and deposited with the Secretary of the Club within 14 days following the decision of the Committee under Article 42 hereof calling upon such member to resign.

44. The Committee may, if they consider the case sufficiently grave, without giving him the option of his resigning immediately by written notice to the member suspend him from the use of the club house and grounds pending the investigation of his conduct by the Committee.

45. The Committee may after notice given, instead of calling upon the member to resign, suspend the member whose conduct is in question, from the use of the club house and grounds and all his privileges.

46. The Committee may in all cases reconsider their own determination upon being requested so to do in writing by any 20 members of the Club.

47. Any member who is adjudicated a bankrupt or who compounds with his creditors under the provisions of any act or ordinance relating to bankruptcy or who shall be imprisoned for a criminal offence, 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 in the Club.

48. It shall be lawful for the Committee on the written application of such member as mentioned in Article 47, after enquiry, to restore his name to the Register of Members of the Club and the member so re-admitted shall not be called upon to pay any entrance fee.

49. When a member resigns at the request of the Committee, his subscription for the current month shall be returned to him.



50. A member of the Committee shall not act as a member of the Committee at any meeting at which his own conduct is in question or at any meeting held to investigate any case in which he is the complainant.

### **General Meeting**

51. The Club in every calendar year shall 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. Not more than 15 months shall elapse between the date of one annual general meeting of the Club and that of the next.

52. The general meeting referred to in Article 51 shall be called “Annual General Meeting” and other general meetings shall be called “Extraordinary General Meetings”.

53. The Committee may whenever they think fit convene an extraordinary general meeting; an extraordinary general meeting shall also be convened on the requisition of not less than 21 Full Members or, in default, may be convened by such requisitionists as provided by Section 113(1) of the Ordinance.

### **Notice of General Meetings**

54. Subject to the provisions of Section 116(2) of the Ordinance relating to special resolutions, 21 days’ notice at the least (exclusive of the day on which the notice is served but inclusive of the day for which notice is given) specifying the place, the day, and the hour of meeting and in case of special business, the general nature of that business shall be given in such manner as may be prescribed by the Committee, to such members as are, under the articles of the Club, entitled to receive such notices from the Club.

55. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any member shall not invalidate the proceedings at any meeting.

## **Proceedings at General Meetings**

56. 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 report of the Committee and auditors, and the election of the Committee in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors.

57. No business shall be transacted at any general meeting unless a quorum of Full Members is present at the time when the meeting proceeds to business and such quorum shall consist of not less than 50 Full Members.

58. If within 30 minutes 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, and if at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, the members present shall be a quorum.

59. The Chairman and in his absence the Vice-Chairman shall preside as chairman at every general meeting of the Club. If at any meeting neither the Chairman nor the Vice-Chairman shall be present within 30 minutes after the time appointed for holding the meeting, one of the members of the Committee of the Club shall preside or if no Committee member be present or willing to take the chair, the members present shall choose one of their number to be chairman.

60. 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 10 days or more, 7 days' notice of the adjourned meeting shall be given; save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

61. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least 2 members present in person, and entitled to vote and, unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book of proceedings of the Club, shall be conclusive evidence of the fact, without proof, of the number or proportion of the votes recorded in favour of or against that resolution.

62. If a poll is duly demanded it shall be taken in such a manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

63. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting, at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

64. A poll demanded on the election of a Chairman or on a question of an adjournment shall be taken forthwith. A poll demanded on any other questions shall be taken at such times as the Chairman of the meeting directs.

### **Votes of Members**

65. Every Full Member and Old Junior Member shall have one vote. Honorary Presidents, Associate Members, Junior Members and Sports Associate Members shall not be entitled to vote at general meetings.

### **Management and Powers**

66. The business of the Club shall be managed by the Committee who 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 any regulations of these Articles, to the provisions of the Ordinance, and to such regulations being not inconsistent with the aforesaid 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 Committee which would have been valid if that regulation had not been made.

67. All entrance fees and life membership fees shall be set aside as a special reserve fund, and the same shall not be applied for any purpose except with the consent of the members of the Club at a general meeting. The Committee may set aside out of any surplus of income of the Club sums as they think proper as a general reserve fund for repairing, improving and maintaining or adding of tennis courts, furniture, fixtures, buildings and for such other purposes and they shall, in their absolute discretion, think conducive to the interest of the club.

68. The Club shall have a Committee of not more than 15 or less than 11 members to be elected at the Annual General Meeting. The Chairman, the Vice-Chairman, the Honorary Secretary, the Deputy Honorary Secretary, the Honorary Treasurer, the Deputy Honorary Treasurer and any other Convenors shall be elected by the Committee from amongst their body.

No member shall be eligible for election to the Committee unless at the time of election he shall have been a Full Member of the Club for not less than 3 years.

No member of the Committee may serve as Chairman of the Club continuously for a period exceeding four years.

69. The Committee shall cause minutes to be made in books provided for that purpose:—

- (a) Of all appointments of Sub-Committees made by the Committee.
- (b) Of the names of the members present at each meeting of the Committee and of all Sub-Committees.
- (c) Of all resolutions and proceedings at all meetings of the Club and of the Committee or Sub-Committee and every committee member present at any meeting of the Committee shall sign his name in a book to be kept for that purpose.

70. The Committee shall have power in the name of the Club to hold any functions for the entertainment of any person or persons irrespective of whether such person or persons are visitors to Hong Kong or permanent residents in Hong Kong and shall have the right to reserve at any time during the day or at night, and either the whole of the club premises or grounds or a portion thereof for the purpose of such entertainment. All members shall be entitled to participate, but they may be required to pay an amount fixed by the Committee as admission fee.

71. The Committee shall have power to make arrangements for holding matches, tournaments, or other like competitions, including the imposition of a charge for the admission of non-members as well as members to the grounds, and to provide cups and other prizes for competition and to reserve courts as may be required on occasion as the Committee in their discretion think proper.

72. The Committee may subject to these Articles, from time to time, make, add to, alter and repeal bye-laws for the regulation of the Club, its officers and servants or the members and visitors thereof or any section thereof and as to the use and enjoyment of the Club or the grounds or any part thereof. Any such alteration, addition or repeal of the existing and any new bye-laws or any addition thereto or alterations or repeal thereof shall be binding provided the sanction of two-thirds of the Committee has been obtained thereto. They shall be posted in the club house for one week and shall be entered in a book to be kept for the purpose and such book shall be open to the inspection of all members.

73. The Committee shall have the power to appoint and remove all servants of the Club and to fix the amount of their remuneration. In the case of emergency, the Secretary shall have power to deal with the same but he shall obtain the confirmation of the Committee thereto at the next meeting of the Committee.

74. The Treasurer shall receive all entrance fees, subscriptions, amounts of members' bills and all other moneys coming to the Club and the receipt of the Treasurer shall be the only sufficient discharge, and the Treasurer shall pay into the bank accounts to be designated by the Committee all moneys received by him. No capital expenditure exceeding the sum of \$50,000.00 shall be made without the previous consent of the Committee first had and obtained. All cheques shall be signed by any two of the following, viz., the Chairman, the Vice-Chairman, the Secretary, the Treasurer and any other Committee Member designated by the Committee.

### **The Seal**

75. The Seal of the Club shall not be affixed to any instrument except by the authority of a resolution of the Committee and in the presence of the Chairman or the Vice-Chairman and of the Secretary, and a member of the Committee, and the Chairman or the Vice-Chairman, the Secretary and member of the Committee as aforesaid shall sign every instrument to which the Seal of the Club is so fixed in their presence.

### **Disqualification of Member of the Committee**

76. The office of a member of the Committee shall be vacated if such member:—

- (a) without the consent of the Club in general meeting holds any other office of profit under the Club, or
- (b) becomes prohibited from being a member of the Committee by reason of any order made under the provisions of Part IVA of the Ordinance, or
- (c) becomes bankrupt, or
- (d) is found lunatic or becomes of unsound mind, or
- (e) resigns office by notice in writing to the Club, or
- (f) is directly or indirectly interested in any contract with the Club and fails to declare the nature of his interest in manner required by Section 162 of the Ordinance.

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.

### **Election of the Committee**

77. At each Annual General Meeting the seven members of the Committee longest in office since their last election shall retire but shall be eligible for re-election, but as between persons who have become members of the Committee on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.

78. Nomination for election of members of the Committee shall: –

- (a) be submitted in writing to the Secretary by the Proposer at least seven clear days prior to the holding of the Annual General Meeting;
- (b) be signed by the Proposer and the Seconder, and include a statement, over the signature of the proposed candidate, of his willingness to accept office if elected.

- (c) if not in full compliance with the aforesaid provisions, render a proposed candidate ineligible for election;
- (d) upon receipt of the aforesaid nominations, the Secretary shall cause nominations or copies thereof to be posted on the Club's notice boards at least seven clear days prior to the holding of the Annual General Meeting.

79. The Club may from time to time in general meeting increase or reduce the number of Committee Members.

80. Any casual vacancy occurring in the Committee may be filled up by the Committee, but the person so chosen shall be subject to retirement at the same time as if he had become a member of the Committee on the day on which that member in whose place he is appointed was last elected a member.

81. The Club may by special resolution remove any member of the Committee before the expiration of his period of office and may by ordinary resolution appoint another person in his stead. The person so appointed shall be subject to retirement at the same time as if he had become a member of the Committee on the day on which the member in whose place he is appointed was last elected a member.

### **Proceedings of the Committee and Subcommittees**

82. The Committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. Three members of the Committee may and the Secretary on the requisition of such members shall at any time convene a meeting of the Committee.

83. The quorum necessary for the transacting of the business of the Committee shall be 8 members.

84. The continuing members of the Committee may act notwithstanding any vacancy in their 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 Committee may act for the purpose of increasing the number of Committee to that number, or of summoning a general meeting of the Club, but for no other purpose.

85. The Chairman shall and in his absence the Vice-Chairman preside as chairman at every meeting of the Committee, but if at any meeting neither the Chairman nor the Vice-Chairman is present within 15 minutes after the time appointed for holding the same, the members present shall choose one of their number to be chairman of the meeting.

86. The Committee may delegate any of their powers to Sub-Committee consisting of not less than 2 members of their body as they think fit; any Sub-Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Committee. Any such Sub-Committee may co-opt any member of the Club, not being a member of the Committee, to be a member of the Sub-Committee, but such co-opted member shall not be entitled to attend any meeting of the Committee.

87. A Sub-Committee may elect a chairman of its meetings; if no such chairman is elected, or if at an meeting the chairman is not present within 15 minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.

88. A Sub-Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes the chairman shall have a second or casting vote.

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

### **Club's Accounts**

90. The 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 take place;
- (b) all sales and purchases of goods by the Club; and
- (c) the assets and liabilities of the Club.



90A. 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.

91. 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 the Committee think fit and shall always be open to the inspection of the Committee.

92. The 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 Committee, and no member (not being a member of the Committee) shall have any right of inspecting any account or book or document of the Club except as conferred by statute or authorised by the Committee or by the Club in general meeting.

93. The 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 an income and expenditure account and balance sheet made up to the 31st day of December in each year and signed by the Chairman or the Vice-Chairman, the Secretary and the Treasurer.

94. A copy of every balance sheet including every document required by law to be annexed thereto which is to be laid before the Club in general meeting together with a copy of the auditor's report shall not less than 21 days before the date of the meeting be sent to all members entitled to receive notices of general meetings of the Club Provided that this article shall not require a copy of those documents to be sent to any member of whose address the Club is not aware.

### **Audit**

95. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Ordinance.

### **Notices**

96. Unless otherwise required by the provisions of the Ordinance all books and documents kept by the Club and all notices given by the Club may be either in the English language or in the Chinese language.

97. Notice of all resolutions to be proposed at an Annual General Meeting shall be posted in the club house for at least 21 clear days prior to the date for which such meeting is called, and members having resolutions to bring forward must give notice in writing to the Secretary of their intention to do so and of the matters to be proposed. It shall, however, be competent for any member to bring forward, without notice, any matter on any subject connected with the Club, provided that such matter be in the form of a recommendation to the Committee.

98. A notice may be given by the Club to any member either by advertisement in the local press or personally, or by sending it by post to him to his registered address within Hong Kong or if he has no registered address within Hong Kong to the address, if any, within Hong Kong supplied by him to the Club for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected at the expiration of 24 hours after the letter containing the same was posted.

99. A member who has no registered address within Hong Kong and has not supplied to the Club an address within Hong Kong for the giving of notices to him shall be deemed to have received any notice which shall have been displayed at the club house and shall have remained there for the space of 24 hours, and such notice shall be deemed to have been received by such member at the expiration of 24 hours from the time when it shall have been so first displayed.

100. Notice of every general meeting, with a statement of the meeting, shall be exhibited in the club house, and shall be given in same manner hereinbefore authorised to every member except those members who (having no registered address within Hong Kong) have not supplied to the Club an address within Hong Kong for the giving of notice to them. No other persons shall be entitled to receive notices of general meetings.

### **Indemnity**

101. Every member of the Committee or other officer or servant of the Club shall be indemnified by the Club against, and it shall be the duty of the Committee out of the funds of the Club to pay, all costs, losses and expenses which any such member of the Committee, officer or servant may incur or become liable for by reason of any contract entered into, or act or deed done by him as such member of the Committee, officer or servant or in any way in the discharge of his duties; and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Club and have priority as between the members over all other claims.

## **Interpretation**

102. Any question as to the interpretation of the Articles and any by-law shall be left to the Committee whose decision on any point shall be final and all matters not specially provided for by the Articles shall be left to the decision of the Committee whose ruling shall be conclusive.

## **Winding Up**

103. The provisions of Clause 10 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.