

THE COMPANIES ORDINANCE (CHAPTER. 622)

Company Limited by Guarantee

**ARTICLES OF ASSOCIATION
OF
THE HEBE HAVEN YACHT CLUB LIMITED**

Adopted by special resolution of the Company passed on [21 Jun 2022]

Articles of Association

The Hebe Haven Yacht Club Limited

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1. Defined terms and interpretation

1.1 Defined terms

In these Articles unless the context otherwise requires:

Absent Member means a Member whose name is placed on the list of Absent Members in accordance with Article 8.19.

Annual General Meeting means a General Meeting held as the Club's Annual General Meeting in accordance with Article 13.1.

Articles means the Articles of Association of the Club as in force from time to time.

Associate I Member means the category of Member referred to in Article 8.8.

Associate II Member means the category of Member referred to in Article 8.9.

Bye-Laws means the bye-laws of the Club approved by the General Committee from time to time.

Cadet Member means the category of Member referred to in Article 8.6.

CG Member means the category of Member referred to in Article 8.16.

Club means The Hebe Haven Yacht Club Limited.

Club Committee means the General Committee and any committee appointed by the General Committee.

Club notice board means the Club notice board at the principal place of business of the Club.

Committee Member means a member of the General Committee from time to time and for the time being.

Commodore means the commodore of the Club for the time being.

Corporate Member means the category of Member referred to in Article 8.15.

determined by General Meeting means determined from time to time by ordinary resolution passed at a General Meeting.

Eligible candidates means persons who have the qualifications set out in Articles 14.3 and 15.5 to be elected as Officers and members of the General Committee.

Flag Officer means each of the Flag Officers referred to in Article 14.1.

Full Member means the category of Member referred to in Article 8.11.

General Committee means the general committee of the Club referred to in Article 15.

General Manager means the general manager of the Club from time to time.

General Meeting means a meeting of the Members to which Article 13 applies.

HKSAR means the Hong Kong Special Administrative Region of the People's Republic of China.

Honorary Member means the category of Member referred to in Article 8.17.

Honorary Officers means the Honorary Secretary and the Honorary Treasurer.

Honorary Secretary means the person elected from time to time pursuant to Article 14.2.

Honorary Treasurer means the Honorary Treasurer elected from time to time pursuant to Article 14.2.

in good standing means that the Member:-

- (i) is not an Absent Member.
- (ii) is not suspended in accordance with Article 12.6; and
- (iii) is not more than two months in arrears in payment of their monthly subscriptions.

The question of whether or not a Member is in good standing shall be determined at the sole discretion of the General Committee.

Junior Member means the category of Member referred to in Article 8.7.

Life Member means the category of Member referred to in Article 8.12.

Member means a member of the Club and **Membership** shall be construed accordingly.

mentally incapacitated person means a person who is found under the Mental Health Ordinance (Cap 136: Laws of the HKSAR) to be incapable by reason of mental incapacity, of managing and administering their property and affairs.

Nominating Committee means the nominating committee appointed by the General Committee in accordance with Article 17.1.

Notices has the meaning given in Article 24.1(a).

Officer means each of the Flag Officers and the Honorary Officers.

Ordinance means the Companies Ordinance (Cap.622: Laws of HKSAR).

Proxy Notice has the meaning given in Article 13.7(c).

Rules of the Club means the Articles and the Bye-Laws.

Seal of the Club has the meaning given in Article 22.1.

Senior Associate Member means the category of Member referred to in Article 8.10.

Spouse means a person of any sex to whom a Member is legally married or with whom a Member lives on a genuine domestic basis in a relationship as a couple.

The question of whether or not a person is a Spouse shall be determined at the sole discretion of the General Committee.

Temporary Member means the category of Member referred to in Article 8.14.

Term Member means the category of Member referred to in Article 8.13.

Watersports means boat and yacht (sailing and power) racing and cruising and related activities.

1.2 Interpretation

- (a) The principles of interpretation set out in the Interpretation and General Clauses Ordinance (Cap.1: Laws of the HKSAR) shall apply to these Articles.
- (b) Unless the context otherwise requires, other words and phrases used in these Articles have the same meaning as in the Ordinance.
- (c) For the purposes of these Articles, a document is authenticated if it is authenticated in any way in which section 828(5) or 829(3) of the Ordinance provides for documents or information to be authenticated for the purposes of the Ordinance.

- (d) The singular includes the plural and vice versa.
- (e) Words importing any gender include all genders.
- (f) Reference to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force.
- (g) Headings are for ease of reference only and shall not affect interpretation.
- (h) Reference to an ordinary resolution or special resolution means a resolution passed in accordance with section 563 or 564 of the Ordinance (as applicable).

2. Model Articles - Not Applicable

The "Model Articles for Companies Limited by Guarantee" contained in schedule 3 to the Companies (Model Articles) Notice (Cap. 622H) do not apply to the Club.

3. Name of the Club

The name of the Club is The Hebe Haven Yacht Club Limited.

4. Registered office

The registered office of the Club shall be situated in HKSAR.

5. Limitation of liability

5.1 Members' liabilities

The liability of the Members is limited.

5.2 Liability or contribution of Members

Every Member undertakes to contribute to the assets of the Club in the event of its being wound up while they are a Member, or within one year afterwards, for the payment of the debts and liabilities of the Club contracted before they cease to be a Member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding HK\$50.

6. Objects

The objects of the Club are:

- (a) to encourage Watersports;
- (b) to promote access to Watersports in the community of HKSAR;
- (c) to support HKSAR's elite sailors and to train future generations of elite sailors capable of winning local, regional and international sailing events;
- (d) to enhance the HKSAR's image through the staging of local, regional and international Watersports competitions and regattas;
- (e) to organise, manage and administer a members' club for Watersports;
- (f) to enhance and promote sustainability principles and practices throughout the Club and its operations.

7. Income and Property

7.1 Application

- (a) The income and property of the Club, however derived, shall be applied solely towards the promotion of the objects of the Club as set out in Article 6.
- (b) No member of the General Committee shall be appointed to any salaried office of the Club or any office of the Club paid by fees and no remuneration or other benefit in money or money's worth (except as provided in Article 7.1(d)(ii) below) shall be given by the Club to any member of the General Committee.
- (c) Nothing herein shall prevent the payment, in good faith, by the Club of reasonable and proper remuneration to any employee of the Club in return for any services supplied by them to the Club.
- (d)
 - (i) Subject to sub-clause (ii) below, none of the income or property of the Club may be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever to any Member or member of the General Committee.
 - (ii) The requirements under sub-articles (b) and (d)(i) above do not prevent:
 - (A) reasonable and proper remuneration to a Member or member of the General Committee for any goods or services supplied by them to the Club;
 - (B) reimbursement to a Member or a member of the General Committee for out-of-pocket expenses properly incurred by them for the benefit of the Club;
 - (C) payment of interest on money lent by a Member or a member of the General Committee to the Club in HKSAR dollars at a reasonable and proper rate which must not exceed two per cent per annum above the prime rate prescribed for the time being by the Hong Kong and Shanghai Banking Corporation Limited for HKSAR dollar loans;
 - (D) payment of rent to a Member or a member of the General Committee for premises let by them to the Club: Provided that the amount of the rent and the other terms of the lease are reasonable and proper; and such Member or member of the General Committee must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion; and
 - (E) payment of remuneration or other benefit in money or money's worth to a body corporate in which a Member or a member of the General Committee is interested solely by virtue of being a member of that body corporate holding not more than five per cent of its capital or controlling not more than five per cent of its votes.
- (e) No person shall be bound to account for any benefit they may receive in respect of any payment properly paid in accordance with Articles 7.1(c) and 7.1(d)(ii) above.

7.2 Disposal of Assets after Winding-Up or Dissolution

If upon the winding up or 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, but shall be given or transferred to some other HKSAR institution having objects similar to the objects of the Club and which shall prohibit the distribution of its income and property among its Members to an extent as least as great as is imposed on the Club under or by virtue of Article 7.1 hereof, such institution or institutions to be determined by the Members at or before the time of dissolution, or in default thereof by a Judge of the High Court of the HKSAR having jurisdiction in regard to charitable funds, and if and so far as effect cannot be given to such provision then to some charitable or educational object in the HKSAR.

7.3 Powers

Without limiting section 115 of the Ordinance, the Club may in furtherance of its objects:

- (a) subject to Article 7.1(d), use and apply all or any of its income, property, rights or benefits as the General Committee may from time to time think fit for the promotion of its objects and the benefit of its Members and for such purposes may sell, realise, convert, pay, lend or dispose of all or any of the income, property, rights or benefits of the Club or transfer, assign or vest all or any of the same to or in any person whomsoever and on such terms as the General Committee may approve notwithstanding that the net assets of the Club may be thereby diminished and that no commercial return or benefit of any kind whatsoever may accrue or be due to, or be derived by, the Club by virtue of such use and application and whether unconditionally or subject to such terms and conditions as the General Committee may in its absolute discretion decide;
- (b) act as an investment holding vehicle, including by holding securities in any company or investment vehicle;
- (c) subscribe for, become a member of and cooperate with any other club, body or association whether incorporated or not, and become a member of any boards, unions or federations;
- (d) provide opportunities for participation in Watersports, including by promoting, participating in or organising competitions and regattas;
- (e) develop and support coaches', Members' and other participants' education and development at all levels;
- (f) recognise the services and contributions of individuals to the Club and its objects generally by appointing them to honorary positions and confer privileges and publicity in connection with these appointments, all on such terms as the General Committee shall determine;
- (g) borrow money, give guarantees and mortgage or charge the undertaking or property of the Club and issue debentures, whether outright or as collateral security for any debt, liability or obligation of the Club or of any third party;
- (h) co-operate with or assist any association, club or person in any way in which the General Committee shall think fit, and to enter into or adopt any agreement or arrangement with such association, club or person;
- (i) participate in, promote and hold, either alone or jointly with any other association, club, or person, Watersports events and competitions in the HKSAR or elsewhere, and to offer, give or contribute towards trophies, medals and awards;
- (j) if thought fit, give the whole or part of the profits or assets of the Club to and, where appropriate administer, any charitable, educational, sports or benevolent institution, project or person;
- (k) promote, provide for, regulate and manage any arrangements for the benefit of institutions, organisations, associations or clubs concerning Watersports, and to do or provide for any such matters and things as may be considered necessary or ancillary to the comfort, convenience or benefit of Members, visitors, and of the public;
- (l) permit outside bodies (including schools, non-governmental organisations, national sports associations, and their squads and representative players, uniformed groups, youth organisations and government departments) to use the Club's facilities in accordance with any scheme(s) prepared by the Club and approved by the Secretary for Home Affairs from time to time;
- (m) promote, organise, finance and manage, either alone or jointly with any other association, club, or person, visits to places outside the HKSAR, of teams or individuals to participate in, or attend, Watersports events, competitions, regattas, seminars or conferences;
- (n) promote, organise, finance and manage, either alone or jointly with any other association, club, or person, visitors to the HKSAR to participate in Watersports events, competitions, regattas, seminars or conferences;

- (o) purchase, take on lease, or otherwise acquire any lands, buildings, easements, rights or property, movable or immovable which may be requisite for the purposes of, or conveniently used in connection with, the objects of the Club, and to sell, demise, mortgage, give in exchange, or dispose of the same or any part thereof;
- (p) build, repair or to allow to be built or repaired upon the Club's land, any yachts, boats, launches or other vessels and to use such land for all or any purposes which in the opinion of the General Committee may be conducive to the interests of the Club;
- (q) purchase, hire or otherwise acquire any boats, equipment or other effects, chattels and things which in the opinion of the General Committee may be necessary or advantageous for carrying on the business of the Club.
- (r) hire and employ executives, administrators, secretaries, clerks, managers, coaches, instructors, workmen and other staff, as well as engage external contractors, advisers or consultants, as and when required and to pay to them and to other persons in return for services rendered to the Club, salaries, wages, allowances, gratuities and pensions, or other benefits in kind;
- (s) apply for, register, purchase or otherwise acquire and protect, prolong and renew any licenses, trademarks, designs, copyrights, protections, concessions and the like and any other form of intellectual property of whatsoever kind and whether conferring an exclusive or non-exclusive or limited right to use and to disclaim, alter, modify, develop, use, assign, sell or otherwise dispose of and to grant licenses or privileges in respect of the same;
- (t) take out insurance and pay the premiums therefore, in respect of any or all insurable risks which may affect the Club or any other company, association, firm or person, including without limitation, public liability;
- (u) make representations to authorities and governments in relation to any matters affecting the interests of the Club;
- (v) make and enforce rules and bye-laws for the administration and control of the Club and its Members, including terms of reference for the Committee Members and any Club Committee, and the organisation, promotion, management, control and conduct of regattas, competitions and events, with power to vary, amend, replace and repeal any such rules, all such rules to be binding on the members of Club Committees and on all Members, provided that such rules and bye-laws shall not conflict with the Articles.

8. Membership

8.1 Open to General Public

Membership shall be open to the general public through a membership system which shall be free from any form of discrimination.

8.2 Register of Members

- (a) The names of the Members shall be entered in a register of members to be kept at the registered office of the Club.
- (b) An applicant for Membership becomes a Member when the applicant's name is entered in the register of members. No person shall be admitted to Membership unless approved by the General Committee.

8.3 Number of Members

The number of Members shall not exceed 1,500.

8.4 Categories of Members

There are the following categories of Members

1. Cadet	7. Life
2. Junior	8. Term
3. Associate I	9. Temporary
4. Associate II	10. Corporate
5. Senior Associate	11. Community Group
6. Full	12. Honorary

8.5 Continuation of Members

Members registered at the date of the adoption of these Articles shall continue as Members in their respective categories subject to the Articles.

8.6 Cadet Members

- (a) A person may apply for Cadet Membership if 6 years or over, and under the age of 18.
- (b) A Cadet Member shall not:
 - (i) have rights to moorings or hardstandings (excluding slots for dinghies);
 - (ii) be eligible for election to any Club Committee;
 - (iii) be entitled to become an Absent Member;
 - (iv) have any voting rights.

8.7 Junior Members

- (a) A person may apply for Junior Membership if 18 years or over, and under the age of 21 years.
- (b) A Junior Member shall not:-
 - (i) have rights to moorings or hardstandings (excluding slots for dinghies);
 - (ii) be eligible for election to any Club Committee except a committee relevant to the interests of Junior Members;
 - (iii) be entitled to become an Absent Member;
 - (iv) have any voting rights.

8.8 Associate I Members

- (a) A person may apply for Associate I Membership if 21 years or over and under the age of 25 years.
- (b) An Associate I Member shall not:
 - (i) have rights to moorings or hardstandings (excluding slots for dinghies);
 - (ii) be entitled to become an Absent Member;
 - (iii) have any voting rights.

8.9 Associate II Members

- (a) The provisions of Article 8.8 shall apply to Associate II Members save that:-
 - (i) the references to "Associate I Members" shall be to Associate II Members;
 - (ii) the references in Article 8.8(a) to "21 years" and "25 years" shall be to "25 years" and "31 years" respectively;

- (b) Upon reaching the age of 31 years, an Associate II Member may apply to be a Senior Associate Member. If they do not so apply, they will be deemed to have resigned as a Member and their name shall be removed from the register of Members.

8.10 Senior Associate Members

A person, including an Associate I or II Member, may apply for Senior Associate Membership if 21 years or over.

8.11 Full Members

- (a) A Member who has been a Senior Associate Member for two years may apply to become a Full Member. The application must be supported by three members of the General Committee, one such member being an Officer.
- (b) A Member applying to become a Full member must have demonstrated to the satisfaction of the General Committee an active interest in Watersports or in the management of the Club. The General Committee may either generally or on a case by case basis shorten or lengthen the period which a Senior Associate Member must complete before they may apply for Full membership.
- (c) The General Committee may determine in its entire discretion and without providing reasons whether or not a Senior Associate Member shall be elected as a Full Member.

8.12 Life Members

On the recommendation of the General Committee, a Full Member may be elected as a Life Member at a General Meeting and shall thereafter be entitled to all the privileges of Full Membership without paying the monthly subscription or any special payment for such Life Membership.

8.13 Term Members

- (a) A person may apply for Term Membership if they are 21 years or over.
- (b) Term Membership will expire after 3 years. Should such member wish to continue as a Member they must re-apply for Senior Associate Membership and will be required to pay the entrance fees applicable at that time.
- (c) A Term Membership card shall include the relevant expiry date.
- (d) A Term Member shall not:-
 - (i) have rights to moorings, marina berths and hard-stands;
 - (ii) be entitled to become an Absent Member;
 - (iii) have any voting rights.

8.14 Temporary Members

- (a) A person who is not normally resident in HKSAR and is eligible for Associate I or II or Senior Associate Membership may apply for Temporary Membership provided they are proposed and seconded by Life, Full, Senior Associate or Associate I or II Members who, at the time of proposing or seconding such application, have been Members in good standing for not less than 2 consecutive years.
- (b) The period of Temporary Membership shall not normally exceed six months.
- (c) Notice of the application for Temporary Membership shall be displayed on the Club notice board together with the names of the proposer and seconder.
- (d) The proposer and seconder of a Temporary Member shall be jointly and severally liable for any debts incurred with the Club by such Temporary Member.

- (e) The General Committee may rescind a Temporary Membership without giving reasons.
- (f) A Temporary Member shall not have any voting rights.

8.15 Corporate Membership and Corporate Nominees

- (a) A company, firm or business may apply for Corporate Membership.
- (b) The application by a Corporate Member shall be in accordance with Article 10 save that all applications made and notices given or exhibited shall be in the name of the company, firm or business and specify that the applicant is applying for Corporate Membership.
- (c) A Corporate Member shall have the right to nominate up to three of its directors or members of its senior staff (each such person being aged more than 21 years) to use the facilities of the Club (each such nominee being referred to in the Articles as a **Corporate Nominee**). An application for Corporate Membership must specify the number of Corporate Nominees that the applicant wishes to have the right to appoint and the entrance fees and subscriptions determined by General Meeting for Corporate Membership having the right to appoint one, two or three Corporate Nominee(s) shall apply accordingly. A Corporate Member having the right to appoint less than three Corporate Nominees may apply for the right to appoint additional Corporate Nominees up to the maximum of three subject to payment of such additional fees and subscriptions as may be determined by General Meeting.
- (d) Once details in writing of the name, address and occupation of a proposed Corporate Nominee have been given to the General Manager by the Corporate Member and approved by the General Committee, the Corporate Nominee may use the facilities of the Club.
- (e) A Corporate Member may terminate the nomination of a Corporate Nominee and appoint a Corporate Nominee to fill a vacancy in each case by notice in writing to the General Manager. Upon each termination or appointment of a Corporate Nominee, the Corporate Member shall pay a fee to the Club of such amount as may be determined by General Meeting.
- (f) All regulations of the Club (with the exception of those relating to entrance fees, building levy and other charges) shall apply to a Corporate Nominee. The said entrance fees, building levies and any other charges that apply will be paid by the Corporate Member.
- (g) A Corporate Member may vote by proxy in accordance with Article 13.7 or may authorise its Corporate Nominee (or one thereof) or such other Associate I or II, Senior Associate, Full or Life Member to act as its representative at any General Meeting of the Club in accordance with S.606 of the Ordinance. Each Corporate Member shall have one vote at General Meetings. If the Corporate Member does not appoint a Corporate Nominee as its proxy or representative to vote on its behalf at a particular General Meeting then no Corporate Nominee of that Member shall be entitled to attend such General Meeting.
- (h) A Corporate Nominee or Member shall not be eligible for election to the General Committee or as an Officer or be eligible to chair any General Meeting. A Corporate Nominee shall be eligible for election to a Club Committee other than the General Committee.
- (i) A Corporate Member shall be liable to pay its monthly subscriptions notwithstanding that its Corporate Nominee(s) has not been appointed or a vacancy in such appointment has occurred.
- (j) The Corporate Member shall be liable to pay immediately, upon written notice, all outstanding debts incurred by its Corporate Nominee(s) to the Club. The General Committee may require a Corporate Member to withdraw its Corporate Nominee for any reason and at any time.
- (k) If a Corporate Member shall fail to pay its monthly subscriptions or debts incurred by its Corporate Nominee(s) to the Club within 7 days of written notice being sent from the Club to the Corporate Member, the General Manager shall give the Corporate Member a further written notice drawing attention to the failure to pay and notifying the Corporate Member

that unless the account is paid within a further 7 days from the date of the notice the name of the Corporate Member shall be posted on the notice board of the Club.

- (l) Any Corporate Member whose name is posted under the provisions of this Article and who fails to pay the account in question within 10 days of such posting shall cease to be a Corporate Member of the Club without compensation and its Corporate Nominee(s) shall cease to use the facilities of the Club.
- (m) The General Committee may, in its absolute discretion, reinstate any Corporate Member which has ceased to be a Member under the foregoing provisions of this Article.
- (n) A Corporate Member shall not be entitled to become an Absent Member.

8.16 Community Group Members

- (a) The General Committee may elect to Community Group Membership ("**CG Membership**") units of the armed forces of the Peoples Republic of China garrisoned in the HKSAR and other organizations or corporate bodies located in the HKSAR, such as, but not limited to, sponsors of Club activities. The unit, organization or corporate body so selected shall be responsible for all fees payable in respect of or by reference to the relevant CG Membership.
- (b) The number of individuals entitled to use the Club's facilities under a CG Membership shall be decided by the General Committee. The General Committee may require the CG Member to supply the names and other particulars of such individuals under the said membership but the CG Member shall be entitled from time to time with the approval of the General Committee in writing to substitute other individuals for those under its CG Membership.
- (c) The persons entitled to use the Club's facilities under a CG Membership shall have the status of Temporary Members save that the provisions of Article 8.14(b) shall not apply to them. In addition such persons shall not have credit facilities at the Club and shall pay for bar purchases and for other facilities chargeable by the Club by means of smart card, tickets or coupons issued by or obtained from the Club or cash payment.
- (d) Craft kept at the Club by a CG Member shall be deemed to be owned by such CG Member and not by individual persons.
- (e) The CG Membership entrance fee and monthly subscription shall be such sum or sums as may be determined by the General Committee from time to time. The fees payable by a CG Member in respect of facilities reserved by the Club for the CG Member, irrespective of whether the same are used or not, shall be at the discretion of the General Committee. The individuals entitled to use the Club's facilities under a CG Membership shall not be liable to pay any additional membership fees for such privileges.

8.17 Honorary Members

The General Committee shall have the power to invite a person to make use of such of the Club facilities as the General Committee thinks fit as an Honorary Member without payment of entrance fee or monthly subscription for a period not exceeding 1 year, but which period may be extended by the General Committee by not more than 1 year on each subsequent extension. Such Honorary Member shall be entitled to all the benefits and privileges of Membership except that they shall not be qualified to be an Officer or a member of the General Committee or to propose or second any applicant to be a Member or to vote at General Meetings.

8.18 Members' Spouses and their Children

- (a) A Spouse of a Member and their children shall not be Members but such Spouse and their children under the age of 18 years, or under the age of 23 years if attending tertiary education, will be granted use of the Club subject to the Rules of the Club. The Spouse of a Member may also serve on any Club Committee other than the General Committee.
- (b) At the request of a Member or their Spouse who is not already a Member, their Spouse may apply for Associate I or II or Senior Associate Membership. A Spouse elected under this article will have the entrance fee waived but will be subject to the standard monthly

subscription and other fees and levies that may be determined in accordance with Article 11.2.

- (c) If any person shall for any cause cease to be a Member, their Spouse, if elected under Article 8.18(b) may retain membership on payment of the then current entrance fee, unless the General Committee in its absolute discretion agrees to amend or waive such payment.
- (d) Upon the death of a Member, the Member's Spouse may apply for Membership, and if the deceased member was a Life Member, the applicant shall be allowed Life Membership. In other cases the applicant Spouse shall be accorded Membership of the same category as that held by the deceased Member at the date of their death. A person elected under this article will have the entrance fee waived but will (except in the case of Life Membership) be subject to the standard monthly subscription and other such fees and levies that may be determined in accordance with Article 11.2.

8.19 Absent Membership

- (a) A Member (not being a Cadet, Junior, Associate I or II, Term or Corporate Member) may, on advising the Club in writing of their intention to leave the HKSAR for a continuous period of 90 days or more, have their name placed on the list of Absent Members on payment of one month's subscription (to be paid on each occasion they have their name placed on the list of Absent Members). By doing so they shall, for so long as their name remains upon the list of Absent Members, cease to have the right to vote at General Meetings, to keep a vessel on the Club's moorings and hardstandings or otherwise to use the Club's facilities, save that if visiting the HKSAR, they shall, upon providing proof of their identity and their Absent Member status to the Club's staff, be entitled to make use of the food and beverage facilities of the Club and to pay by using a smart card or such other method as shall be approved by the General Committee. They shall not be entitled to invite guests on to the Club's premises.
- (b) Absent Membership shall only be available to Members who are not residing in the HKSAR. Any Member who has their name on the list of Absent Members and who returns to reside in the HKSAR shall have six months within which to remove their name from the list of Absent Members and reinstate their Membership. After 6 months they shall lose the right to reinstate their Membership and shall cease to be a Member.
- (c) No Member shall be permitted to have their name placed on the Absent Members list while any fees, subscriptions or other money payable to the Club remains unpaid.
- (d) A Member whose name is on the Absent Member list shall not be obliged to pay monthly subscriptions.
- (e) Absent Membership shall be renewable annually on 1st of September each year. Any Absent Member who wishes to renew their Absent Membership shall pay a fee to renew their Absent Membership equal to one month's subscription at the rate which shall apply on the relevant 1st of September.
- (f) A Member whose name is on the Absent Member list shall, whether or not they are residing in HKSAR, be entitled to re-instate their Membership upon resumption of the payment of monthly subscriptions, and shall become entitled thereupon to all of the rights and privileges of a Member of the relevant category.
- (g) Any Member whose name is on the Absent Members list and who does not renew their Absent Membership by 31st of December in any year shall have their name removed from the Absent Members list, and should they thereafter wish to be a Member of the Club they shall be obliged to apply for Membership as though they had never been a Member of the Club, and shall be obliged to pay all of the relevant entrance and other fees which apply from time to time to new applications for Membership.
- (h) A Member whose name is placed on the list of Absent Members during the period from 1st January to 31st August in any year shall not be required to pay any amount for the first renewal of their Absent Membership.

9. Conversion of Membership

- (a) Unless the Member has given notice to the General Manager pursuant to Article 12.3 on or prior to the relevant date of conversion:-
 - (i) a Junior Member shall be converted to an Associate I Member upon reaching the age of 21 years;
 - (ii) an Associate I Member shall be converted to an Associate II Member upon reaching the age of 25 years.
- (b) Not less than one calendar month prior to each date of conversion, the General Manager shall give the relevant Member notice of the forthcoming conversion date and remind them of their rights to resign.

10. Applications and Elections of Members

- (a) Every application for a category of Membership (other than Life, CG and Honorary and excluding Membership conversions pursuant to Article 9) shall be made in writing and addressed to the General Manager. Such applications shall be in such form as the General Committee may approve from time to time and shall be signed by the applicant and their proposer and seconder who shall be Life, Full, Senior Associate or Corporate Members who at the time of proposing or seconding such application have been Members in good standing for not less than two consecutive years.
- (b) The application for Cadet and Junior Membership shall be counter-signed by the applicant's parent(s) or guardian(s). The application shall include a declaration absolving the Club from all liability for accidents and confirming that the parent(s) or guardian(s) shall be liable for any debts incurred with the Club by such Cadet or Junior Member.
- (c) No Member shall propose or second more than two applicants for a category of Membership in any period of twelve months, save that Officers may at their discretion propose or second applicants for Membership without limit.
- (d) Each application for a category of Membership shall be accompanied by a non-refundable deposit of such sum as shall be determined by the General Committee from time to time. Upon election the said sum shall be deducted from the fee then payable by the applicant upon election to such category of Membership.
- (e) The General Committee shall consider each application for a category of Membership and may require that the name of the applicant, and those of the proposer and seconder, be exhibited on the Club notice board for such period as the General Committee may specify.
- (f) An applicant who is not a Member shall not enjoy any special rights or privileges and may only enter and use the Club facilities when properly signed in as a guest of a Member.
- (g) The election of every applicant for a category of Membership shall require the approval of the General Committee.
- (h) The General Committee may delegate the consideration and approval of applications for Cadet Membership to the General Manager in which case, Article 10(g) shall not apply.
- (i) When an applicant for Membership has been elected, the General Manager shall forthwith notify them and send them a copy of the Rules of the Club and a request for payment of the outstanding balance of their entrance fee and monthly subscription. Upon settlement of the same, they shall be entered as a Member of the relevant category in the register of members of the Club and shall be entitled to enjoy the rights and privileges of their Membership: Provided that if such payment is not made within one calendar month of the date of notification the General Committee may, in their discretion, cancel such election.

11. Entrance Fees and Subscriptions

11.1 Entrance Fees

- (a) Subject to the Articles, the entrance fees payable by a Member upon election (and the fees payable upon a Member converting from one category of Member to another) shall be determined by General Meeting. A General Meeting may also determine that the entrance fees payable by Cadet, Junior and Associate I and II Members pursuant to Article 11.1(b) shall be less than the percentages in that Article.
- (b) Upon election as new Members, the following Members shall be liable to pay an entrance fee as follows:-
 - (i) Cadet - 5% of the entrance fee for a Senior Associate Member;
 - (ii) Junior - 10% of the entrance fee for a Senior Associate Member;
 - (iii) Associate I - 25% of the entrance fee for a Senior Associate Member;
 - (iv) Associate II - 50% of the entrance fee for a Senior Associate Member;
 - (v) Temporary – Nil;
 - (vi) Community Group –as determined by the General Committee from time to time;
 - (vii) Honorary - Nil
- (c) Upon a Cadet Member being elected as a Junior Member upon reaching the age of 18 years, the entrance fee paid when the Member became a Cadet Member shall be deducted from the entrance fee otherwise payable by an applicant for election to Junior Membership.
- (d) Upon a Junior Member converting to an Associate I Member upon reaching the age of 21 years, all entrance fees paid when the Member became a Cadet or Junior Member shall be deducted from the entrance fee otherwise payable by an applicant for election to Associate I Membership and the balance shall be reduced by one third for each year the Member has been a Junior Member.
- (e) Upon an Associate I Member converting to an Associate II Member upon reaching the age of 25 years, all entrance fees paid when the Member became a Cadet, Junior or Associate I member shall be deducted from the entrance fee otherwise payable by an applicant for election to Associate II Membership and the balance shall be reduced by one fourth for each year the Member has been an Associate I Member.
- (f) Upon an Associate I or II Member being elected as a Senior Associate Member, all entrance fees paid when the Member became a Cadet, Junior, Associate I or Associate II Member shall be deducted from the entrance fee otherwise payable by an applicant for election to Senior Associate Membership and the balance shall be reduced by one sixth for each year the Member has been an Associate II Member.
- (g) For the purposes of Articles 11.1 (d) and (e) above, the reductions in entrance fees by reference to years as Junior and Associate I Members shall be deemed to be entrance fees paid when the Member became an Associate I or II Member.
- (h) No entrance fee is payable when a Senior Associate Member is elected as a Full Member or a Full Member is elected as a Life Member.
- (i) At the sole discretion of the General Committee, applicants for Associate I and II and Senior Associate Membership who are not existing Members may elect to pay their entrance fee in instalments over a period of one year. If the applicant so elects, the payment schedule shall be as follows:-
 - (i) A deposit of 10% of the entrance fee at the time of application;
 - (ii) 35% of the entrance fee which applies at the date of election as a Member (less the 10% deposit);
 - (iii) two instalments, each being 35% of the entrance fee referred to in (ii) above payable at the expiry of six and twelve months from the date of election.

These payments provide for 105% of the entrance fee at the date of election, the additional 5% being for the cost of finance and administration.

11.2 Subscriptions

- (a) The monthly subscriptions payable by all Members other than Cadet, Junior, Associate I and II, Life, CG and Honorary Members shall be as determined by General Meeting. The monthly subscriptions payable by Junior, Associate I and Associate II Members shall be as determined by General Meeting provided they are less than the relevant percentage of the entrance fee for a Senior Associate Member referred to below. Additional fees and levies may be imposed as determined by a General Meeting.
- (b) There will be no monthly subscription payable by Cadet, Life and Honorary Members.
- (c) The monthly subscription payable by Junior Members will be 25% of the monthly subscription payable by Senior Associate Members from time to time.
- (d) The monthly subscription payable by Associate I and II Members will be 50% and 75% respectively of the monthly subscription payable by Senior Associate Members from time to time.
- (e) The monthly subscription payable by CG Members shall be such sum(s) as may be determined by the General Committee.
- (f) Members may be required to pay additional fees to cover the use of the Club facilities as prescribed by the General Committee from time to time.

12. Other Rules of Membership

12.1 Restriction on rights

No Member whose subscription is in arrears for two months or for such time as the General Committee may otherwise from time to time determine shall be entitled to propose or second any applicant for Membership or bring a visitor to the Club or to exercise a vote until they have fully discharged all the claims which the Club may have against them.

12.2 Rights personal

The rights and privileges of a Member are personal and shall not be transferable by his own act or by operation of law and shall cease upon his death or upon his ceasing from any cause to be a Member.

12.3 Resignation

A Member may resign from the Club by giving one month's notice in writing addressed to the Club and marked "For the attention of the General Manager".

12.4 Liability

Any person who shall for any cause cease to be a Member shall remain liable for and shall pay to the Club all moneys which at the time of their ceasing to be a member or thereafter shall be or become due from them to the Club.

12.5 Change of Address

A Member shall give notice to the General Manager of any change in the address to which notices and letters to them shall be sent. All notices and letters sent by post or otherwise to the last address given by a Member shall be deemed to have been received by them. It shall not be necessary to send notices to a Member for the time absent from the HKSAR.

12.6 Expulsion

- (a) A Member shall comply with the Rules of the Club. If any Member is alleged to have violated the Rules of the Club or if a Member's conduct in or out of the Club premises shall in the opinion of any member of the General Committee or of any ten Members (who shall

certify the same in writing to the General Committee) be injurious to the reputation or other interests of the Club, it shall be the duty of the General Committee to invite by letter the Member concerned to explain their conduct and to appear before a meeting of the General Committee convened to consider the matter.

- (b) If the General Committee is not satisfied with the explanation offered by the Member, they shall appoint a disciplinary committee of at least three General Committee members to consider the case and report their findings to the General Committee with their recommendations before the General Committee decides what further action to take. If the General Committee shall call upon such Member to resign, and should the Member not do so within two weeks, their name shall, subject to Article 12.6(c), be removed from the register of Members and they shall thereupon cease to be a Member provided always that the decision calling upon such Member to resign shall be supported by at least two-thirds of the members of the General Committee present at such meeting.
- (c) The General Committee shall on the written request of the Member affected by their decision under Article 12.6(b) convene a General Meeting for the purpose of reviewing their decision provided that the request shall be signed by at least ten other Members and deposited with the General Manager within fourteen days following the decision of the General Committee calling upon such Member to resign.
- (d) The General Committee may, if it considers the case to be sufficiently grave, without giving the Member the option of resigning, immediately by written notice to the Member suspend them from the use of the Club premises pending the investigation of their conduct by the General Committee.
- (e) The General Committee may, after enquiry and notice given, instead of calling upon a Member to resign, suspend the Member whose conduct is in question from the use of the Club premises and all its privileges for a period not exceeding six months. During this time the Member must pay their monthly subscriptions, building levies and all other monies due and owing but not their minimum food and beverage charge.
- (f) The General Committee may in all cases reconsider their own determination upon being requested so to do by notice in writing signed by ten Members, not including the Member in question.
- (g) When a Member resigns at the request of the General Committee, their subscription for the current month shall be returned to them.

12.7 Forfeiture of Membership

Any Member who is adjudged a bankrupt, or who compounds with their creditors, or who shall be imprisoned for a criminal offence or who in the opinion of the General Committee shall have left HKSAR to escape trial, or shall be dismissed from the public service with disgrace, shall, ipso facto, cease to be a Member, and shall forfeit all right to the use of, or claim upon, any property of the Club, but the General Committee may, on the written application of such Member, after enquiry, restore their Membership and the Member so re-admitted shall not be called upon to pay any entrance fee.

13. Meetings

13.1 General Meetings

- (a) The Club must in respect of each calendar year of the Club hold a General Meeting as its Annual General Meeting (in addition to any other General Meetings in that year) within nine (9) months after the end of its accounting reference period by reference to which the financial year is to be determined, in accordance with Section 610 of the Ordinance and shall specify the meeting as such in the notices calling it. The Annual General Meeting shall be held at such time and place as the General Committee shall nominate.
- (b) A General Meeting may be convened at any time by the General Committee.

- (c) The General Committee is required to call a General Meeting if the Club has received requests to do so from Members representing at least five per cent (5%) or more of the total number of all Members' votes.
- (d) A request made under 13.1(c) must state the general nature of the business to be dealt with at the meeting and may include the text of a resolution that may properly be moved and is intended to be moved at the meeting. Requests may consist of several documents in like form.
- (e) A request to call a General Meeting:
 - (i) may be sent to the Club by hand or post to the registered office of the Club or by electronic means (for example, by e-mail or fax) provided that the General Committee has agreed to receive documents from Members by electronic means either generally or specifically and has not revoked the agreement; and
 - (ii) must be authenticated by the person or persons making it.

13.2 General meetings requested by Members

- (a) If required under Article 13.1(c) to call a General Meeting, the General Committee must call a General Meeting within 21 days after the date on which it becomes subject to the requirement.
- (b) A General Meeting called under Article 13.2(a) must be held on a date not more than 28 days after the date of the notice convening the General Meeting.
- (c) If the requests received by the Club identify a resolution that may properly be moved and is intended to be moved at the General Meeting, the notice of the General Meeting must include notice of such resolution.
- (d) The business that may be dealt with at the General Meeting includes a resolution of which notice has been included in the notice of General Meeting in accordance with Article 13.1(d).
- (e) If the resolution is to be proposed as a special resolution, the General Committee is to be regarded as not having duly called the meeting unless the notice of the meeting includes the text of the resolution and specifies the intention to propose the resolution as a special resolution.
- (f) If the General Committee does not call a General Meeting in accordance with Article 13.2(a), the Members who requested the meeting, or any one or more of them representing more than one half of the total voting rights of all of them, may themselves call a General Meeting in accordance with section 568 of the Ordinance.

13.3 Notice of General Meetings

- (a) An Annual General Meeting shall be called by at least 21 days' notice.
- (b) A General Meeting of the Club shall be called by at least 14 days' notice.
- (c) Each notice shall be exclusive of the day on which it is served or deemed to be served and the day for which it is given.
- (d) The notice shall be given in a manner that complies with the Ordinance and shall:
 - (i) specify the place, the day and the hour of the General Meeting;
 - (ii) state the general nature of the business to be dealt with at the General Meeting;
 - (iii) in the case of a notice calling an Annual General Meeting, state that the meeting is an Annual General Meeting;
 - (iv) if a resolution (whether or not a special resolution) is intended to be moved at the General Meeting,

- (A) include notice of the resolution; or
 - (B) be accompanied by a statement containing any information or explanation that is reasonably necessary to indicate the purpose of the resolution;
- (v) if a special resolution is intended to be moved at the meeting, specify the intention and include the text of the special resolution; and
- (vi) contain a statement specifying a Member's right to appoint a proxy under section 596(1) of the Ordinance and the requirement that only another Member may be appointed as proxy.
- (e) The accidental omission to give notice of a General Meeting to or the non-receipt of notice of a General Meeting by any person entitled to receive the same shall not invalidate the proceedings of any General Meeting.
- (f) Notwithstanding Article 13.3(a), an Annual General Meeting may, with the prior approval of all Members, be called by shorter notice.
- (g) Notwithstanding Article 13.3(b), a General Meeting of the Club may, with the prior approval of Members entitled to exercise at least ninety five per cent (95%) of the total number of all Members' votes be called by shorter notice.
- (h) A resolution in writing executed by or on behalf of each and every Member who would have been entitled to vote upon it if it had been proposed at a General Meeting at which they were present shall be as effectual as if it had been passed at a General Meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.

13.4 Business at General Meetings

- (a) No business may be conducted at a General Meeting unless the General Meeting is an Annual General Meeting and the business is ordinary business as specified in Article 13.11 or notice of such business has been given in accordance with these Articles.
- (b) No Member shall be entitled to an answer to any question posed by them at any General Meeting unless they shall have given at least 72 hours prior written notice to the General Manager.

13.5 Persons entitled to receive notice of General Meetings

- (a) Notice of a General Meeting must be given to:
 - (i) every Member who is entitled to attend and vote; and
 - (ii) every Committee Member.
- (b) If notice of a General Meeting or any other document relating to the meeting is required to be given to a Member, the Club must give a copy of it to its auditor (if more than one auditor, to each of them) at the same time as the notice or the other document is given to the Member.

13.6 Entitlement to attend, speak and vote at General Meetings

- (a) The following persons shall be entitled to attend, speak and, save as stated, vote at General Meetings:
 - (i) Life, Full and Senior Associate Members
 - (ii) One (1) appointed representative or proxy of each Corporate Member, subject to Article 8.15.
 - (iii) the members of the General Committee (who may only vote in their capacity as Members).

- (iv) any other person as determined by the General Committee (even though they are not Members or otherwise entitled to exercise the rights of a Member in relation to a General Meeting), who may not exercise a vote.
- (b) No Member who is not in good standing shall be entitled to attend, speak or vote at General Meetings.
- (c) Unless otherwise provided by these Articles, at all General Meetings each Life and Full Member shall have five votes and each Senior Associate and Corporate Member shall have one vote and such votes may be exercised in person or by proxy or representative in accordance with Articles 8.15 and 13.7. No other Members shall be entitled to vote.
- (d) The Committee Members may make whatever arrangements they consider appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it and for their votes to be counted.

13.7 Proxy

- (a) A Member is entitled to appoint that Member's Spouse or another person who is a Member as a proxy to exercise all or any of the Member's rights to attend, speak and vote at a General Meeting.
- (b) If the person so appointed is a Corporate Member, the appointing Member's rights will be exercised by the appointed Member's representative or proxy at that General Meeting and that representative or proxy will be entitled to exercise both Members' votes on a poll.
- (c) A proxy may only validly be appointed by a notice in writing (**Proxy Notice**) that:
 - (i) states the name and address of the Member appointing the proxy;
 - (ii) identifies the Member's Spouse or the Member appointed to be that Member's proxy and the General Meeting in relation to which the Member's Spouse or that Member is appointed;
 - (iii) is authenticated, or is signed by or on behalf of the Member appointing the proxy; and
 - (iv) is delivered to the Club in accordance with these Articles and any instructions contained in the notice of the General Meeting in relation to which the proxy is appointed.
- (d) The General Committee may require a Proxy Notice to be delivered in a particular form.
- (e) A Proxy Notice may specify how the proxy appointed under it is to vote (or that the proxy is to abstain from voting) on one or more resolutions dealing with any business to be transacted at a General Meeting.
- (f) Unless a Proxy Notice indicates otherwise, it must be regarded as:
 - (i) allowing the representative of the Member appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the General Meeting; and
 - (ii) appointing the Member's Spouse or that Member as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.
- (g) A Proxy Notice does not take effect unless it is received by the Club:
 - (i) for a General Meeting or adjourned General Meeting, at least 48 hours before the time appointed for holding the meeting or adjourned meeting; and
 - (ii) for a poll taken more than 48 hours after it was demanded, at least 24 hours before the time appointed for taking the poll.

- (h) An appointment under a Proxy Notice may be revoked by delivering to the Club a notice in writing given by or on behalf of the Member by whom or on whose behalf the Proxy Notice was given.
- (i) A Proxy Notice can relate to more than one General Meeting and shall be valid for a period of 12 months from the date of execution, unless it states that it is valid for all meetings until revoked.
- (j) A proxy's authority in relation to a resolution is to be regarded as revoked if the Member or the representative of a Corporate Member who has appointed the proxy:
 - (i) attends the General Meeting at which the resolution is to be decided; and
 - (ii) exercises, in relation to the resolution, the voting rights that the Member is entitled to.

13.8 Proceedings at General Meetings

- (a) No business shall be transacted at any General Meeting unless a quorum of Members consisting of twenty-five Members who have the right to vote in person, by proxy or by representative is present. If within half an hour from the time appointed for the General Meeting, a quorum is not present, the General Meeting shall stand adjourned to the same day in the next week at the same time and place, or to another day and at another time and place that the chairman of the General Meeting determines.
- (b) If at the adjourned General Meeting a quorum is not present within half an hour from the time appointed for the General Meeting, the Members having the right to vote present in person, by representative or proxy shall constitute a quorum.
- (c) The chair at every General Meeting of the Club shall be taken by the senior Flag Officer of the Club present or if none of them be present at any General Meeting within 15 minutes after the time appointed for holding such meeting, or if none of them is willing to take the chair or if they have previously notified the General Manager of their intention not to be present or if there is any disagreement as to who should take the chair, the Members shall choose another member of the General Committee as chairman, and if no member of the General Committee be present or if all the members of the General Committee present decline to take the chair, then those Members of the Club who have the right to vote shall choose one of their number to be chairman. If no Member who has the right to vote is chosen or is willing to act as chairman, then the meeting shall be dissolved.
- (d) The chairman of a General Meeting may adjourn a General Meeting at which a quorum is present if:
 - (i) the General Meeting consents; or
 - (ii) it appears to the chairman of the General Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- (e) The chairman of a General Meeting must adjourn a General Meeting if directed to do so by the General Meeting passing an ordinary resolution to adjourn the General Meeting.
- (f) When adjourning a General Meeting, the chairman of the General Meeting must specify the date, time and place to which it is adjourned.
- (g) No business shall be transacted at any adjourned General Meeting other than the business left unfinished at the General Meeting from which the adjournment took place. When a General Meeting is adjourned for 30 days or more, notice of the adjourned General Meeting shall be given in the manner provided by Article 13.3(d) save that it shall not be necessary to give any notice of the business to be transacted at an adjourned General Meeting.
- (h) Unless otherwise required by these Articles, voting at a General Meeting shall be by show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (i) by at least five Members having the right to vote or by their representatives or proxies;
- (ii) by a Member or Members present in person or by representative or proxy representing at least five per cent (5%) of the total voting rights of all the Members having the right to vote at the meeting; or
- (iii) by the chairman of the meeting.

Unless a poll is so demanded a declaration by the chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

- (i) The demand for a poll may be withdrawn.
- (j) If a poll is duly demanded it shall be taken in the following manner and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The General Manager shall prepare, in respect of each resolution, voting papers in a particular colour for Full and Life Members (who are entitled to five votes each) and in a different colour for Senior Associate and Corporate Members (who are entitled to one vote each) such papers to include a reference to the relevant resolution and boxes marked for and against, and each Member (or its proxy or representative) shall be given the appropriate voting paper and they or their representative or proxy shall mark the chosen box as instructed by the chairman of the meeting and return the voting paper to the scrutineer appointed for that General Meeting pursuant to Article 13.10.
- (k) A poll demanded on the election of a chairman of the meeting, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the General Meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- (l) The person acting as chairman of the General Meeting shall, in the event of an equality of votes, whether on a show of hands or on a poll, in addition to their vote as a Member, have the right to exercise a casting vote.

13.9 Amendments to proposed resolutions

- (a) An ordinary resolution to be proposed at a General Meeting may be amended by ordinary resolution if:
 - (i) notice of the proposed amendment is given to the General Manager in writing; and
 - (ii) the proposed amendment does not, in the reasonable opinion of the chairman of the General Meeting, materially alter the scope of the resolution.
- (b) The notice must be given by a Member entitled to vote at the General Meeting at which it is to be proposed at least 48 hours before the meeting is to take place (or such later time as the chairman of the General Meeting determines).
- (c) A special resolution to be proposed at a General Meeting may be amended by ordinary resolution if:
 - (i) the chairman of the General Meeting proposes the amendment at the meeting at which the special resolution is to be proposed; and
 - (ii) the amendment merely corrects a grammatical or other non substantive error in the special resolution.
- (d) If the chairman of the General Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the vote on that resolution remains valid unless the Court orders otherwise.

13.10 Appointment of Scrutineer at General Meetings

- (a) For each General Meeting, the General Committee may appoint an independent person or persons to attend that General Meeting and act as scrutineer(s) in respect of all elections and other votes that take place at such General Meeting.
- (b) As soon as reasonably practicable, the scrutineer(s) shall inform the chairman of the General Meeting (who will then inform the Members) of the results of the elections and other votes that take place at each General Meeting.

13.11 Business of Annual General Meeting

The ordinary business of an Annual General Meeting shall be:

- (a) the approval and signature of the minutes of the previous Annual General Meeting;
- (b) the adoption of the report of the Chairman;
- (c) the noting of such other reports as may be presented;
- (d) the consideration of the accounts of the Club;
- (e) the adoption of the accounts of the Club;
- (f) the consideration of the report of the Auditor;
- (g) the election of Officers and Committee Members;
- (h) the consideration of entrance fees and subscriptions;
- (i) the appointment of the Auditor; and
- (j) the fixing of the remuneration of the Auditor.

14. Officers

14.1 Flag Officers

There shall be a Commodore, a Vice Commodore, a Rear Commodore (Operations), a Rear Commodore (Sailing) and a Rear Commodore (Sail Training) all of whom shall be Flag Officers and Officers and shall be elected at Annual General Meetings. The Commodore and Vice Commodore shall be elected at the first Annual General Meeting held in even years and the three Rear Commodores shall be elected at the first Annual General Meeting held in odd years.

14.2 Honorary Officers

There shall also be elected at Annual General Meetings an Honorary Secretary and an Honorary Treasurer who shall also be Officers. The Honorary Secretary shall be elected at the first Annual General Meeting held in even years and the Honorary Treasurer shall be elected at the first Annual General Meeting held in odd years.

14.3 Qualification

- (a) An Officer must be ordinarily resident in the HKSAR, in the case of the Commodore or Vice-Commodore must be a Life or Full Member, and in the case of a Rear Commodore or Honorary Officer must be a Life, Full or Senior Associate Member.
- (b) In addition:-
 - (i) the Commodore or Vice Commodore must have served for at least 2 years on the General Committee;
 - (ii) a Rear Commodore must have served for at least 1 year on the General Committee or at least two years on the sailing, sail training or operations Club

Committees or such other Club Committee(s) as may be approved for this purpose by the General Committee;

- (iii) the Honorary Secretary or Honorary Treasurer must have been a Life, Full or Senior Associate Member for at least 1 year;
- (iv) Periods of time as an Absent Member do not count towards the periods referred to above.

15. General Committee

15.1 Constitution

The General Committee shall consist of the Officers and eight other Life, Full or Senior Associate Members, who shall be elected at an Annual General Meeting. Each Committee Member is a director of the Club for the purposes of the Ordinance. The eight Committee Members who are not Officers shall be divided into two groups of four, one group being "A" members and the other "B" members. The "A" members shall be elected at the first Annual General Meeting held in even years and the "B" members shall be elected at the first Annual General Meeting held in odd years.

15.2 Period of Office

Committee Members shall take office with effect from the Annual General Meeting at which they are elected and, subject to these Articles, shall continue in office until the first Annual General Meeting in the second calendar year after their election. Committee Members who are appointed by the General Committee shall take office with effect from the date of their appointment and shall continue in office until the next following Annual General Meeting. Retiring Committee Members shall be eligible for re-election or re-appointment.

15.3 Resignation of Committee Members

A Committee Member may at any time during their period of office resign their position as a Committee Member upon giving written notice to the General Committee. If an Officer resigns they shall be deemed to have resigned as a Committee Member. The General Committee may appoint any Member (provided they have the necessary qualifications) to hold the vacated office and / or membership of the General Committee until the next following Annual General Meeting.

15.4 Maintenance of Timing

An Officer or "A" or "B" member of the General Committee who is elected at an Annual General Meeting at which such Officer or member would not in the normal course of events have been elected in accordance with Articles 14.1 and 15.1 shall be elected until the Annual General Meeting at which the Office or membership to which they are elected would have expired in accordance with Articles 14.1 and 15.1.

15.5 Qualification

In order to stand for election as an "A" or "B" member of the General Committee, the Member must be ordinarily resident in the HKSAR at the time of their election, and must have been a Life, Full or Senior Associate Member for at least 1 year.

15.6 Existing Committee Members

A Committee Member may stand for election as an Officer notwithstanding that their period of office as a Committee Member will not expire at the next following Annual General Meeting. If such Committee Member is elected as an Officer they shall be deemed to have resigned from their existing office as a Committee Member with effect from the Annual General Meeting at which they are elected as an Officer and the resulting vacancy shall be filled by the General Committee pursuant to, and subject to, Article 15.3.

15.7 Responsibilities

- (a) The General Committee has power to effect and carry out the objects of the Club and exercise any of the powers of the Club which are not required by law to be exercised by a General Meeting
- (b) The General Committee shall be responsible for the general affairs and management of the Club and the making, adding to or alteration of Bye-Laws provided always that to be valid and binding on Members any such making, adding to or alteration of the Bye-Laws shall be approved by at least two thirds of the Committee Members present and voting thereon and shall be posted on the Club notice board and on the Club's website for one week prior to it having effect and further provided that such Bye-Law(s) shall not conflict with the Articles. Any Bye-Law(s) may be amended or set aside by a General Meeting.

15.8 Vacancies

The General Committee shall have power to appoint eligible Members to fill all casual vacancies occurring amongst the Officers and members of the General Committee on terms that the appointee shall hold office or membership until the next following Annual General Meeting. The acts of the General Committee shall be valid notwithstanding any vacancy, casual or otherwise, in the number of its members or that a defect in the appointment of any member of the General Committee be afterwards discovered.

15.9 Quorum

At a meeting of the General Committee any eight members thereof present in person and entitled to vote shall form a quorum provided that if, and so long as the number of Committee Members is reduced below eight, the continuing members of the General Committee may act for the purposes of (a) filling up vacancies in their body or (b) summoning a General Meeting of the Club, so as to enable the Members to do so.

15.10 Conflicts (Club Committees)

- (a) A member of the General Committee shall not act as a member of the General Committee at any meeting at which their conduct is in question under Article 12.6, or at any meeting held under Article 12.6 to investigate any case in which they are a complainant.
- (b) This article 15.10 (other than 15.10(a)) applies if:-
 - (i) a member of a Club Committee is in any way (directly or indirectly) interested in a transaction, arrangement or contract with the Club that is significant in relation to the Club's business; and
 - (ii) the member of a Club Committee's interest is material.
- (c) The member concerned must declare the nature and extent of their interest to the other Committee Members in accordance with section 536 of the Ordinance and to the members of the other Club Committees of which such member is a member.
- (d) The member concerned must neither:-
 - (i) vote in respect of the transaction, arrangement or contract in which they are so interested; nor
 - (ii) be counted for quorum purposes in respect of the transaction, arrangement or contract.
- (e) If the member of a Club Committee contravenes paragraph (d)(i), their vote must not be counted.
- (f) A reference in this article to a transaction, arrangement or contract includes a proposed transaction, arrangement or contract.
- (g) A member of a Club Committee is not disqualified by the office from contracting with the Club as vendor, purchaser or otherwise.

- (h) The contract mentioned in paragraph (g) or any transaction, arrangement or contract entered into by or on behalf of the Club in which any member of a Club Committee is in any way interested is not liable to be avoided.
- (i) A member of a Club Committee who has entered into a contract mentioned in paragraph (g) or is interested in a transaction, arrangement or contract mentioned in paragraph (h) is not liable to account to the Club for any profit realized by the transaction, arrangement or contract by reason of:-
 - (i) the member of a Club Committee holding the office; or
 - (ii) the fiduciary relation established by the office.
- (j) Paragraphs (g), (h) and (i) only apply if the member of the Club Committee has declared the nature and extent of their interest as required under Article 15.10(c).

15.11 Meetings

- (a) The members of the General Committee shall meet together for the dispatch of business, adjourn or otherwise regulate their meetings as they think fit. On the written requisition of any 2 members of the General Committee stating the objects for which the meeting is to be convened or on the request of the Commodore a special meeting thereof shall be called by the General Manager. The General Committee may invite any person to attend any meeting (or part of a meeting) of the General Committee.
- (b) Notice of a meeting of the General Committee must indicate:-
 - (i) its proposed date and time; and
 - (ii) where it is to take place.
- (c) Subject to the Articles, notice of a Committee Members' meeting must be given to each Committee Member in accordance with Article 24.3.
- (d) Subject to the Articles, Committee Members shall meet together in person for the dispatch of business. However, a Committee Member may participate in a Committee Members' meeting, or part of a Committee Members' meeting, when:-
 - (i) the meeting has been called and takes place in accordance with the Articles;
 - (ii) the Committee Member can communicate to the other participants any information or opinions they have on any particular item of the business of the meeting; and
 - (iii) the Committee Member has requested by notice in writing to the General Manager given not less than 48 hours (or such shorter period as a Flag Officer shall approve in writing) setting out the reasons for the request that the Committee Member be permitted to participate in the meeting otherwise than by meeting in person and at least two Flag Officers have approved such request in writing, such approval to be given or withheld in their absolute discretion.
- (e) In determining whether a Committee Member to whom Article 15.11(d) applies is participating in person in a Committee Member's meeting, it is irrelevant where such Committee Member is and how they communicate with the other participants.
- (f) If all the Committee Members participating in a Committee Members' meeting are not in the same place, they may regard the meeting as taking place wherever the Chairman of the meeting is.

15.12 Chairman of the General Committee

The chair at meetings of the General Committee shall be taken by the senior Flag Officer present. In the absence of a Flag Officer, or one who is prepared to take the chair, a Chairman shall be

elected at each meeting. Questions arising at any meeting shall be decided by majority on a show of hands and the Chairman at each meeting shall have a casting vote.

15.13 Appointment of General Manager

The General Committee may employ a General Manager to manage the business of the Club. Such person so appointed shall be appointed upon such terms and conditions and shall carry out such duties as the General Committee may from time to time determine. The General Manager shall be subject to dismissal only by the General Committee.

15.14 Employment of Staff

The General Committee shall have power to appoint and remove all employees of the Club and to fix the amount of their remuneration. The General Committee may delegate to such persons such powers as the General Committee thinks fit.

15.15 Control of Expenditure

The General Committee shall have sole control of all monies belonging to the Club and all other committees and sub-committees must obtain the sanction of the General Committee before authorising the expenditure of any Club funds. The General Committee may delegate its powers under this Article to such persons and such committees and sub-committees of the Club upon such conditions as the General Committee may determine from time to time.

15.16 Cheques

Every cheque or other bill of exchange drawn in the name of the Club shall be signed in accordance with such policy as shall be approved by the General Committee from time to time.

15.17 Powers and functions of Officers and General Committee Members

In addition to their powers and functions as Officers and members of the General Committee, each such person shall have the powers and carry on the functions as may be assigned to them by the General Committee, or in rules, policies or guidelines made by the General Committee for the carrying out of policies of, and the day to day management of, the Club.

15.18 Honorary Secretary

The Honorary Secretary shall perform such duties as the General Committee shall decide. The General Committee may appoint another person to perform the duties of the company secretary of the Club in accordance with the Ordinance on such terms as the General Committee shall decide. In the absence of such appointment, the Honorary Secretary shall be the company secretary of the Club.

15.19 Honorary Treasurer

The Honorary Treasurer shall perform such duties as the General Committee shall decide. The General Committee may appoint another person or persons to be responsible for the receipt of all the subscriptions, amounts of Members' bills and all other monies coming to the Club, to give receipts for such monies, to cause or procure to be paid into a bank named by the General Committee all monies received by the Club, and to make all payments which are duly authorised.

15.20 Resolution in Writing

A resolution in writing (which may consist of several documents in the like form) which has been circulated to all members of the General Committee and which is signed by a majority of those members who are in favour of the resolution shall be as valid and effectual as if it had been passed at a meeting of the General Committee duly convened and held.

15.21 Failure to Attend Meetings

Any member of the General Committee who fails to participate in 3 consecutive General Committee meetings without reasonable cause as determined by the General Committee may be

asked by the General Committee to resign as a member of the General Committee. A General Committee member who becomes subject to the provisions of this Article 15.21 has the right to participate in and make representations at any meeting at which his conduct under this Article is discussed (seven clear days' notice having been given to the member) but does not have the right to vote on the resolution relating to his resignation. Such General Committee member shall not participate in the meeting when the vote is taken.

15.22 Re-opening Matters

Should there be a request by a member of the General Committee to reopen a matter previously decided by the General Committee then a vote shall be held to determine if the matter should be reopened. Reopening a matter which was previously approved by the General Committee shall require a 75% vote in favour. To reopen a matter which was previously rejected by the General Committee shall require a 50% vote in favour. If the minimum number of required votes is not reached, then the status quo of the previous decision shall prevail.

16. Committees

16.1 General Committee may appoint

The General Committee may appoint upon such terms and conditions as it thinks fit committees of not less than two Members selected by the General Committee from time to time for the management of the affairs of the Club and such other matters in connection with the Club as it may think fit. All committees shall conform to any regulations laid down by the General Committee and no such appointment shall preclude the General Committee from exercising or resuming the powers, duties and other matters delegated to such committee. Subject to the Articles, the General Committee may nominate the Chairman of any Club Committee upon such terms regarding the period of his office and other matters as the General Committee may from time to time think fit.

16.2 Appointees

Subject to the Articles, any Member or the Spouse of a Member may be appointed a member of Club Committee notwithstanding that they are not a member of the General Committee.

16.3 Validity of acts

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

16.4 Minutes

Each Club Committee shall cause minutes to be kept: -

- (a) of all appointments of Committees made by the General Committee;
- (b) of the names of the members present at each meeting of each Club Committee; and
- (c) of all resolutions passed by each Club Committee.

17. General Committee Elections

17.1 Nominations

- (a) At least three calendar months prior to each Annual General Meeting at which an election of Committee Members is to take place the General Committee shall appoint a **Nominating Committee** consisting of not less than five nor more than seven Life, Full or Senior Associate Members who shall also have served for at least one year on the General Committee or on the sailing, sail training, and operations Club Committees and such other Club Committee(s) as may be approved for this purpose by the General

Committee. So far as possible, the Nominating Committee shall not consist of members of the General Committee who are retiring at the next following Annual General Meeting.

- (b) The names of the Members constituting the Nominating Committee shall be posted on the Club notice board within 48 hours of being appointed by the General Committee.
- (c) The duties of the Nominating Committee are to select Eligible candidates who in the opinion of the Nominating Committee are suitably qualified to serve as Officers or as members of the General Committee and who should stand for election to the offices and memberships of the General Committee being vacated at the relevant Annual General Meeting. Candidates nominated by the Nominating Committee for election need not be proposed or seconded.
- (d) During the period commencing from the date of the appointment of the Nominating Committee and ending eight weeks prior to the date of the relevant Annual General Meeting, Life, Full or Senior Associate Members of the Club may propose and second Eligible candidates as candidates to be considered by the Nominating Committee for election to the offices and memberships of the General Committee being vacated at the relevant Annual General Meeting. The Eligible candidates must give their written consent to their name being given to the Nominating Committee as a possible candidate.
- (e) The Nominating Committee will thereafter consider all the candidates who have been duly proposed and seconded, and such other Eligible candidates who in the opinion of the Nominating Committee are suitably qualified to stand for election.
- (f) The Nominating Committee will then publish on the Club notice board (with copies provided to each Member who has the right to vote) at least six weeks prior to the relevant Annual General Meeting, the names of the candidates that it has selected to stand for election to the offices and memberships of the General Committee being vacated at that Annual General Meeting. Brief particulars of the candidates shall also be given.
- (g) During the period of three weeks commencing from the date the Nominating Committee publishes the names of the candidates that it has selected, Life, Full or Senior Associate Members may propose or second Eligible candidates to stand for election to the offices and memberships of the General Committee being vacated at the relevant Annual General Meeting.
- (h) All proposals of candidates shall be in writing, in a form approved by the General Committee in its absolute discretion. All proposals by Members shall be addressed to the General Manager and shall be delivered to the Club before the relevant deadline. Nominations must state the office that the candidate will hold and a candidate may be nominated for election to more than one office on terms that if that candidate is elected to an office, the nomination of that candidate to all other offices shall be void. Each candidate may submit to the General Manager in writing an election address of not more than 350 words;
- (i) two weeks prior to the relevant Annual General Meeting, the General Manager shall publish on the Club notice board a list of the names of all the candidates standing for election. The published list of candidates shall state which of the offices or memberships of the General Committee being vacated at the relevant AGM each candidate is standing for and whether or not the candidate has been (i) nominated by the Nominating Committee or (ii) proposed and seconded by Members and if so, by whom. Brief particulars of the candidates shall also be given together with their election address (if any). The list shall also be provided to those Members of the Club who have the right to vote as soon as reasonably practicable, after it is published, and shall be posted on the Club's website.

17.2 Election Procedure of Officers and Members of the General Committee

- (a) If the total number of persons duly nominated for the vacancies for members of the General Committee other than Officers does not exceed the number required to fill such vacancies, then, subject to S.460 of the Ordinance, the persons so nominated may be elected by resolution en bloc.

- (b) In the case of each Officer vacancy, if more than one person is nominated for the office, a balloting list shall be prepared for such office and, in the case of the vacancies for other members of the General Committees, if there shall be an excess of nominations, there shall be a single balloting list for all the vacancies for other members of the General Committee. Such balloting lists shall in all cases contain the names of candidates in alphabetical order, the year in which each joined the Club and the name of their proposer and seconder.
- (c) The ballots shall take place at the relevant Annual General Meeting and every Member who has the right to vote present in person, by representative or by proxy and in good standing at the time when such ballot takes place shall be entitled to vote at such meeting for as many candidates as there are vacancies to be filled but not more.
- (d) The Officers shall be elected first followed by the other members of the General Committee. Vacancies shall be filled by those candidates receiving the most votes. The Chairman of the meeting shall determine the order in which the election of Officers and members of the General Committee shall take place.
- (e) In the case of two or more candidates receiving an equal number of votes, the Chairman of the meeting shall have a casting vote.

17.3 Invalid Ballot Papers

Any ballot paper on which votes are cast for more candidates than there are vacancies shall be invalid.

17.4 Insufficient Candidates

If for any reason, sufficient candidates are not elected at the Annual General Meeting to fill up the vacancies on the General Committee the General Committee shall have power to appoint one or more qualified persons willing to serve to fill such vacancy or vacancies. The provisions of Article 15.2 shall apply to such appointments.

17.5 Disqualification from office

An Officer shall cease to hold their office and a Committee Member shall cease to be such a member if they:

- (i) become bankrupt or make any arrangement or composition with their creditors;
- (ii) cease to be a Committee Member under the Ordinance or are prohibited from being a Committee Member by law;
- (iii) become a mentally incapacitated person;
- (iv) are convicted of an indictable offence;
- (v) resign their office by notice in writing to the Club given in accordance with Section 464(5) of the Ordinance;
- (vi) for more than six months have not participated in General Committee meetings held during that period without the General Committee's permission;
- (vii) fail to comply with Article 15.10(c). of the Articles;
- (viii) are removed from office by an ordinary resolution passed by the Members at a General Meeting; or
- (ix) in the case of an Officer, cease to have the qualifications set out in Article 14.3(a) and in the case of an "A" or "B" member of the General Committee, cease to be a Life, Full or Senior Associate Member.

17.6 Transitional Provisions

The following provisions shall apply to the transition from the composition of the General Committee at the date of adoption of these Articles to the provisions in relation to the General Committee in Articles 15 and 17. In the event of a conflict between this Article 17.6 and another provision of the Articles, this Article 17.6 shall prevail:-

- (a) The Officers and Committee Members as at the date of adoption of these Articles shall continue in office subject to the Articles until the first Annual General Meeting in 2022 after the adoption of these Articles (**First AGM**).
- (b) The composition of the General Committee specified in Article 15.1 shall apply with effect from the First AGM.
- (c) At the First AGM, all the Officers and all the eight Committee Members who are not Officers shall be elected for the periods of office specified in Article 15.2 save that the Rear Commodores, Honorary Treasurer and B Committee Members shall only continue in office until the first Annual General Meeting in the first calendar year after their elections. Thereafter the periods of office specified in Article 15 shall apply.
- (d) Article 17 shall apply to the elections of Officers and Committee Members at the First AGM save that:-
 - (i) if there is insufficient time between the adoption of these Articles and the date of the First AGM to adopt the timetable in Article 17.1, the timetable shall be determined by the General Committee and posted on the Club notice board and on the Club website.
 - (ii) The selection of A Committee Members and B Committee Members for the purpose of Article 15.1 shall be determined based on the results of the election of the eight Committee Members who are not Officers at the First AGM. The four members receiving the highest number of votes shall be the A Committee Members and the four members receiving the lowest number of votes shall be the B Committee Members.

18. Officers' indemnity and insurance

18.1 Indemnity

- (a) Subject to the provisions of the Ordinance, an Officer or former Officer, and a Committee Member or former Committee Member (each an **Indemnified Person**) may be indemnified out of the Club's assets against any liability incurred by the Indemnified Person to a person other than the Club in connection with any negligence, default, breach of duty or breach of trust in relation to the Club.
- (b) Article 18.1(a) only applies if the indemnity does not cover:
 - (i) any liability of the Indemnified Person to pay:
 - (A) a fine imposed in criminal proceedings; or
 - (B) a sum payable by way of a penalty in respect of non-compliance with any requirement of a regulatory nature; or
 - (ii) any liability incurred by the Indemnified Person:
 - (A) in defending criminal proceedings in which the Indemnified Person is convicted;
 - (B) in defending civil proceedings brought by the Club in which judgment is given against the Indemnified Person;
 - (C) in defending civil proceedings brought on behalf of the Club by a Member in which judgment is given against the Indemnified Person;

- (D) in defending civil proceedings brought on behalf of a subsidiary of the Club by a member of the subsidiary or by a member of a subsidiary of the subsidiary, in which judgment is given against the Indemnified Person; or
 - (E) in connection with an application for relief under section 903 or 904 of the Ordinance in which the Court refuses to grant the Indemnified Person relief.
- (c) A reference in Article 18.1(b)(ii) to a conviction, judgment or refusal of relief is a reference to the final decision in the proceedings.
 - (d) For the purposes of Article 18.1(c), a conviction, judgment or refusal of relief:
 - (i) if not appealed against, becomes final at the end of the period for bringing an appeal; or
 - (ii) if appealed against, becomes final when the appeal, or any further appeal, is disposed of.
 - (e) For the purposes of Article 18.1(d)(ii), an appeal is disposed of if:
 - (i) it is determined, and the period for bringing any further appeal has ended; or
 - (ii) it is abandoned or otherwise ceases to have effect.

18.2 Insurance

The General Committee may purchase and maintain insurance, at the expense of the Club, for an Indemnified Person against:

- (a) any liability to any person attaching to the Indemnified Person in connection with any negligence, default, breach of duty or breach of trust (except for fraud) in relation to the Club; or
- (b) any liability incurred by the Club in defending any proceedings (whether civil or criminal) taken against the Club for any negligence, default, breach of duty or breach of trust (including fraud) in relation to the Club or a subsidiary of the Club (as the case may be)].

19. Appointment of Auditor

An auditor of the Club must be appointed in accordance with section 394 of the Ordinance and, where applicable, reappointed in accordance with section 403 of the Ordinance.

20. Accounts and Audit

- (a) Subject to the Ordinance:
 - (i) the Club must keep accounting records that comply with sections 373(2) and 373(3) of the Ordinance;
 - (ii) the accounting records must be sufficient:
 - (A) to show and explain the Club's transactions;
 - (B) to disclose with reasonable accuracy, at any time, the Club's financial position and financial performance; and
 - (C) to enable the General Committee to ensure that the financial statements comply with the Ordinance; and
 - (iii) in particular, the accounting records must contain:
 - (A) daily entries of all sums of money received and expended by the Club, and the matters in respect of which the receipt and expenditure takes place; and

- (B) a record of the Club's assets and liabilities.
- (b) Subject to the Ordinance:
 - (i) the accounting records shall be kept at the registered office of the Club, or at such other place or places as the General Committee may decide; and
 - (ii) wherever the accounting records of the Club are kept, shall be open to the inspection of the General Committee at all times without charge.
- (c) The General Committee shall from time to time determine whether and to what extent and at what times and places and under what conditions the accounting records of the Club shall be open to the inspection by persons other than the General Committee.

21. Reporting Documents

- (a) Subject to the Ordinance, the General Committee must, in respect of each financial year, lay before the Club in General Meeting the financial statements, the Committee Members' (directors) report and the auditor's report (**Reporting Documents**) for the financial year within the period specified in section 431 of the Ordinance.
- (b) For the avoidance of doubt, Article 21(a) does not apply in relation to a financial year in respect of which an Annual General Meeting is not required to be held under section 612 of the Ordinance.
- (c) Subject to the Ordinance, a copy of the Reporting Documents shall, not less than 21 days (or any shorter period as the Members having the right to attend and vote may unanimously agree) before the General Meeting be sent to every Member who is entitled to receive notice of the General Meeting.
- (d) Subject to the Ordinance, the Club may prepare for a financial year a financial report, in summary form, derived from the Reporting Documents for the financial year, and send the Members who are entitled to receive notice of the General Meeting a copy of the summary financial report for the financial year instead of the Reporting Documents. If the Club sends a copy of the summary financial report, such copy must be sent to the Members who are entitled to receive notice of the General Meeting at least 21 days before the date of the relevant General Meeting.

22. Seal of the Club

22.1 Seal of the Club

- (a) If the General Committee so determines, the Club may have a common seal (**Seal of the Club**). The Seal of the Club may only be used by the authority of the General Committee.
- (b) A common seal must be a metallic seal having the Club's name engraved on it in legible form. Subject to this Article, the General Committee may decide by what means and in what circumstances the Seal of the Club is to be used.
- (c) The General Committee shall provide for the safe custody of the Seal of the Club.
- (d) The Seal of the Club shall not be affixed to any document except with the authority of the General Committee and in the presence of any two of the following, namely, a Flag Officer, the company secretary or such other member(s) of the General Committee as the General Committee may nominate and they shall sign every document to which the Seal of the Club is so affixed in their presence.

22.2 Execution of documents without applying common seal

- (a) Notwithstanding Article 22.1, the Club may execute a document as if the document had been executed under the Seal of the Club without actually applying the Seal of the Club if:

- (i) the General Committee has authorized the document to be executed as if under the Seal of the Club;
 - (ii) the document is expressed (in whatever words) to be executed under seal by the Club; and
 - (iii) the document is signed in accordance with Article 22.2(b).
- (b) For the purpose of Article 22.2(a), the Club may execute a document as if the document had been executed under seal by having it signed on the Club's behalf by any two members of the General Committee.

23. No right to inspect accounts and other records

A person is not entitled to inspect any of the Club's accounting or other records or documents merely because they are a Member, unless the person is authorized to do so by:

- (a) an enactment;
- (b) an order under section 740 of the Ordinance;
- (c) the General Committee; or
- (d) an ordinary resolution of the Club.

24. Notices

24.1 Notices and Members' addresses

- (a) Every Member shall register with the Club an address in HKSAR to which notices, documents or information (**Notices**) will be sent.
- (b) Members shall notify the General Manager in writing of every change of its registered address.
- (c) If any Member shall fail to register an address or to give notice of any change of its address in accordance with this Article, Notices may be given to such Member by sending the same to their last known address or if there be none, by posting the same for three days on the Club notice board.
- (d) Subject to the Ordinance, Notices may be given to a Member:
 - (i) by hand to such Member personally;
 - (ii) by hand by leaving them at the registered address of the Member addressed to the Member;
 - (iii) by sending them by mail, postage paid, addressed to such Member at their registered address; or
 - (iv) in respect of Notices that, under the Ordinance, may be sent in electronic form or by electronic means to the address or number specified by such Member to the Club or by making them available on the Club's website; or
 - (v) by any other means authorised in writing by the Member concerned.
- (e) For the purposes of making available Notices to a Member on the Club's website, the Club shall notify that Member that such Notice has been made available on the Club's website in the manner prescribed by the Ordinance.
- (f) In each case mentioned in Article 24.1(d)(iv), the Member must have already consented, in the manner permitted in the Ordinance, to the Club communicating with such Member in such form or manner. A Member may revoke its consent by sending a notice of revocation to the Club within such period and in such manner as may be specified under the Ordinance.

- (g) Upon a Member receiving a Notice from the Club in electronic form or by electronic means or by the Club making such Notice available on its website, such Member may request that the Club send or supply to such Member such Notice in hard copy form. Upon receiving such a request, the Club shall, in accordance with the Ordinance, supply such Notice requested in hard copy free of charge.

24.2 Time of service of notice to Members

Subject to the Ordinance:

- (a) a Notice delivered to a Member's registered address shall be deemed to have been served at the time of delivery;
- (b) a Notice sent by prepaid letter to an address in the HKSAR shall be deemed to have been served on the second business day following its posting;
- (c) a Notice sent by electronic means, other than by making it available on the Club's website, shall be deemed to have been served or delivered 48 hours following the time that such communication was sent;
- (d) a Notice made available by the Club on its website, shall be deemed to have been served or delivered 48 hours from the later of:
 - (i) the time that such Notice was first made available on the Club's website; and
 - (ii) the time that a Member was notified of the presence of such Notice on the Club's website; and
- (e) if sent by any other means authorised in writing by the Member concerned, shall be deemed to have been served or delivered when the Club has carried out the action it has been authorised to take for that purpose.

24.3 Notices to members of the General Committee

The following provisions shall apply to members of the General Committee in addition to the provisions of Articles 24.1 and 24.2. If there shall be an inconsistency between this Article and the Articles, this Article shall prevail:-

- (a) Every member of the General Committee shall register with the General Manager in writing an email address to which Notices in relation to the General Committee may be given to them in electronic form. Every member of the General Committee shall notify the General Manager in writing of every change of their email address.
- (b) If any member of the General Committee shall fail to comply with Article 24.3(a) Notices in relation to the General Committee may be given to them by sending the same to them in electronic form to their last known email address or if there be none, by posting the same for two days on the Club notice board.
- (c) A Notice sent to a member of the General Committee in accordance with the above provisions shall be deemed to have been served at the time such Notice was sent in electronic form or posted on the Club notice board.
- (d) Any Notice to be sent or supplied to a member of the General Committee in connection with the General Committee may also be sent or supplied by other means that may be agreed in writing between the member and the Club. Such agreement shall include when such Notice is to be deemed to have been received.

24.4 Counting of days' notice

Subject to the Ordinance and Article 24.3 where a given number of days' notice or notice extending over any other period is required to be given, the day on which the notice is served or deemed to be served and the day upon which such notice will expire shall not be included in such number of days or other period. The signature to any notice to be given by the Club may be written or printed.

24.5 Accidental omission to give notice

The accidental omission to give notice of a meeting or to send any other Notice to, or the non-receipt of such Notice by any person entitled to receive such Notice shall not invalidate any resolution passed or the proceedings at any meeting.