

THE COMPANIES ORDINANCE (CHAPTER 32)

Company Limited by Guarantee
and not having a Share Capital

MEMORANDUM OF ASSOCIATION
OF
Hong Kong China Korfball Association Limited
中國香港合球總會有限公司

First - The name of the Company is the "Hong Kong China Korfball Association Limited 中國香港合球總會有限公司" (hereinafter called "the Association").

Second - The registered office of the Company will be situated in the Hong Kong Special Administrative Region.

Third - The objects for which the Company is established are:-

- (a) To take over the property, effects, benefits and liabilities of the present unincorporated club known as the Hong Kong China Korfball Association.
- (b) To promote the games of Korfball, and other athletic sports and pastimes.
- (c) To continue the upkeep of the existing property of the Association and to provide additional grounds in the Hong Kong Special Administrative Region and the same for Korfball and other purposes of the Association and to erect and provide other Club houses, bungalows, or other residences, pavilions, lavatories, kitchens, refreshment rooms, workshops, stables, sheds, and other conveniences in connection therewith, and to furnish and maintain the same, and to permit the same and the property of the Association to be used by Members and other persons either gratuitously or for payment.
- (d) To purchase, hire, make or provide and maintain all kinds of animals, furniture, implements, tools, utensils, plate, glass, linen, book, papers, periodicals, stationery, cards, games and other things required, or which may be conveniently used in connection with the grounds, Club houses and other premises of the Association (wherever the same may be) by persons frequenting the same, whether Members of the Association or not.
- (e) To buy, prepare, make, supply, sell and deal in all kinds of korfball baskets, uniforms and balls and all apparatus used in connection with these games and other athletic sports and all kinds of

provisions and refreshments required or used, by Members of the Association or other persons frequenting the grounds, Club houses, or premises of the Association.

(f) To purchase, take on lease, or in exchange, or otherwise acquire, any lands, buildings, easements, rights of common or property, real or personal, which may be requisite for the purposes of or conveniently used in connection with the objects of the Association, and to sell, demise, mortgage, give in exchange, or dispose of the same or any part thereof.

(g) To hire and employ and dismiss secretaries, clerks, managers, servants, workmen and professional Korfball players and to pay to them, and to other persons in return for services rendered to the Association, salaries, wages, gratuities and pensions.

(h) To promote and hold either alone or jointly with any other association, club or persons, sports meetings, competitions and matches and to offer give or contribute towards prizes, medals and awards therefore and to promote, give or support dinners, dances, concerts and other entertainments.

(i) To establish, promote, or assist in establishing or promoting, and to subscribe to, or become a member of, any other associations or clubs whose objects are similar, or in part similar to the objects of the Association, or the establishment or promotion of which may be beneficial to this Association. Provided that no subscription be paid to any such other association or club out of the funds of this Association, except bona fide in furtherance of the objects of this Association.

(j) To invest and deal with the moneys of the Association not immediately required, upon such securities and in such manner as may from time to time be determined.

k) To borrow or raise and give security for money by the issue of or upon bonds, debentures, bills of exchange, promissory note, and other obligations or securities of the Association, or by mortgage or charge upon all or any part of the property of the Association.

(l) To do all such other lawful things as are incidental or conducive to attainment of the above objects or any of them.

(m) To establish, produce, promote, present, organize, arrange, manage and conduct a platform to enable all children to reach their potential as productive, caring and responsible to the society; and for that purpose to enter into contracts, agreements and arrangements with schools, charitable foundations, academic institutions, commercial entities, corporations, governments, public bodies, and generally all persons or organizations of any kind and of any nationality whose participation would enhance and contribute to such a platform as aforesaid.

(n) To improve the quality of life and expanding opportunities for children in terms of education and sports, to help children improve and develop confidence and inter-personal skills, and to support children's understanding of the importance of respect for people, culture and environment.

“Provided that: -

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

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

(iii) The powers set forth in the Seventh Schedule of the Companies Ordinance (Cap.32) are hereby excluded.

Fourth – (1) The income and property of the Association, however derived, shall be applied solely towards the promotion of the objects of the Association as set out in this Memorandum of Association.

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

(3) No member of the Council shall be appointed to any salaried office of the Association, or any office of the Association paid by fees and no remuneration or other benefit in money or money's worth (except as provided in sub-clause (5) below) shall be given by the Association to any member of the Council.

(4) Nothing herein shall prevent the payment, in good faith, by the Association of reasonable and proper remuneration to any office or servant of the Association, or to any member of the Association not being a member of the Council in return for any services actually rendered to the Association.

(5) No person shall be bound to account for any benefit he may receive in respect of any payment properly paid in accordance with sub-clauses (4) above.

(6) To carry on the business of holders of lectures, events, exhibitions, seminars, tutorials, classes relating to any education or the like.

(7) To support and subscribe to any charitable or public body, and any institution, society or club which may be for the benefit of the Association or its employees, to give pensions, gratuities, charitable aid to any persons who may have served the Association or have been connected with the Association's activities, or to the wife, widow, children or other relatives of any such person; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Association.

Fifth – The liability of the members is limited.

Sixth - Every Member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time that he is a Member, or within one year afterwards, for payment of the debts and liabilities of the Association contracted before the time at which he ceases to be a Member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding \$50.

Seventh - Membership of the Association is open to the general public through a membership system, which is free from any form of discrimination by race, religion, gender or geographical area.

WE, the several persons, whose names, addresses and descriptions are given below, wish to form a company, in pursuance of this memorandum of association.

Names, Addresses and Descriptions of Signatories

CHENG Wai Ming Warman (鄭偉明)

Flat B, 17/F., Block 3, Carado Garden, Shatin, N.T.

Lecturer

LAI Pui Wing (黎培榮)

301-309 Lai Kwai House, Lai Kok Estate, Cheungshawan, Kowloon

Chief Executive Officer

IP Wai Seen Sincere (葉維善)

3C, Eastland Heights, 49 Broadcast Drive, Kowloon Tong, Kowloon, HK

Teacher

Dated the 29th day of September 2019.

WITNESS to the above signatures:-

Tai Siu Ching
Solicitor, Hong Kong SAR
11th Floor, Wheelock House,
20 Pedder Street,
Hong Kong.

THE COMPANIES ORDINANCE
Company Limited by Guarantee
ARTICLES OF ASSOCIATION
OF
HONG KONG CHINA KORFBALL ASSOCIATION LIMITED

PRELIMINARY

1. In the Interpretation of these articles :-

- (a) “Writing” has the same meaning as that contained in the Interpretation Ordinance of the Laws of Hong Kong, Vol. One, Chapter One;
- (b) “The Association” means “HONG KONG CHINA KORFBALL ASSOCIATION LIMITED”;
- (c) “The Ordinance” means the Companies Ordinance;
- (d) “The Rules” means the Rules, Regulations, Bye-laws, and Standing Orders of the Association together with such amendments as may from time to time to be made or adopted by the Committee or the Association;
- (e) “The Council” means the Council of the Association;
- (f) “The Committee” means the Executive Committee of the Association;
- (g) “Annual General Meeting” shall mean the yearly general meeting of the Association and also include the first general meeting of the Association;
- (h) “Extraordinary General Meeting” shall mean the General Meeting of the Association specially summoned under these Articles;
- (i) “General Meeting” means a General Meeting of the Association whether Annual or Extraordinary;
- (j) “Member” means a member of the Association;

- (k) “Special Resolution” shall have the meaning assigned thereto by the Ordinance;
- (l) “The registered address” shall mean the registered address for the time being of the Association;
- (m) “The Seal” shall mean the seal of the Association;
- (n) “Year” shall mean calendar year;
- (o) “Month” shall mean calendar month;
- (p) Words importing the singular number only shall include the plural and the converse shall also apply;
- (q) Where any provision of the Ordinance is referred to, the reference is to such provision as modified by any Ordinance for the time being in force;

Unless the context otherwise requires, expressions defined in the Ordinance or any statutory modification thereof in force at the date which these regulations become binding on the Association shall have meaning so defined. The headings are inserted for convenience only and shall not affect the construction of these Articles.

2. Purpose

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

MEMBERS

3. Number of members

The number of members of the Association is 100,000.

4. Classes of membership

Members are divided into Full-Members and Associate Members.

5. Criterion of membership

Membership is open to any person, club, organization, company, institute or society who has the interest in korfball. Individuals can be accepted as Full-Member (Individual) or Associate Member (Individual). Clubs, organizations, companies, institutes or societies can be accepted as Full-Member (Corporate) or Associate Member (Corporate).

6. Right of Membership

Full-Members shall have full right of membership including the power to vote and be elected at General Meeting. Associate-Members shall not have the right to vote at General Meetings. Associate-Members will not attract the liability of Full-Members.

7. Admission to Membership

7.1 Any membership applicant will be admitted to membership in accordance with the provisions specified herein and in the Rules and shall pay to the Association the entrance fee and/or subscription fee as are therein stated which shall be returned to the applicant within one month upon the rejection of his application.

7.2 The Association will accept any membership application submission at any time of year.

7.3 Application for membership shall be made to the Council on the prescribed form provided by the Association which shall be signed by the representatives (who must be at least 18 years old) of the applicants. In applying for Full-member, application should be made under the nomination of a current valid Full Member.

- 7.4 The Council has absolute discretion approving and rejecting any of membership applications and to inform the applicants or whosoever the reason of its decision.
- 7.5 A certificate shall be issued by the Association to the successful applicant after his application for membership is approved by the Council and the entrance fee and /or subscription fee have been paid.
- 7.6 Annual subscription fee shall become due on the date of Annual General Meeting. If a subscription fee is not paid on the due date, a Member shall be automatically expelled from membership.
- 7.7 Any Member expelled from membership or his membership has been terminated by whatsoever reasons, may re-apply to the Association for membership as a new application.

GENERAL MEETINGS

8. Annual General Meeting

A General Meeting of the Association shall be held once at least in every Year not being more than 15 months after holding of the last preceding General Meeting and at such place as may be determined by the Committee.

9. Extraordinary General Meeting

All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. The Council may, whenever they think fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened by the Council on such requisition or on the requisition of not less than 2/3 of the total number of Members, or in default, may be convened by such requisitionists as provided by Section 113 of the Ordinance. If at any time, there are not within Hong Kong sufficient members

of the Council capable to form a quorum, any member of the Council or any two Members of the Association may convene an Extraordinary Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Council.

NOTICE OF GENERAL MEETINGS

10. Notice

An Annual General Meeting and a General Meeting called for the passing of a Special Resolution shall be called by 21 days' notice in writing at the least, and all other General Meetings of the Association shall be called by the 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given, in manner herein after mentioned or in such other manner, if any, as may be prescribed by the Association in General Meeting; to such persons as are, under the Articles of the Association, entitled to receive such notices from the Association;

Provided that a meeting of the Association shall, notwithstanding that it is called by shorter notice than that specified in this articles be deemed to have been duly called if it is so agreed:-

- (a) in the case of a meeting called as an Annual General Meeting, by all the Members entitled to attend and vote thereat; and
- (b) in the case of other Members having the right to attend and vote at the meeting, being a majority together representing not less than 95 per cent of the total voting rights of all the Members entitled to attend and vote at the meeting.

11. Accidental Omission

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

PROCEEDINGS AT GENERAL MEETINGS

12. Business

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting with the exception of the consideration of the accounts, balance sheets and the report of the Committee and auditors, the election of the officers of the Association, the appointment of the auditors and any proposed alteration to the Rules of which due notice shall have been given.

13. Quorum

No business shall be transacted at any General Meeting unless a quorum of Members is present at the same time when the meeting proceeds to business. Save as herein otherwise provided, 2 members present in person shall be a quorum.

14. Failure to Maintain a Quorum

If within half an hour from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case

it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such time and place as the Council may determine. And if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, members present shall form a quorum.

15. Chairman

The Chairman of the Council, failing whom the Vice-chairman, shall preside as chairman at a General Meeting. If there be no such Chairman or Vice-chairman present, or if at any meeting neither be present within five minutes after the time appointed for holding the meeting and willing to act, the Council present shall choose one of their members (or, if no Council member be present or if all the Council members present shall choose one of their member), to be chairman of the meeting.

16. Adjournments

The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

17. Method of Voting

At any General Meeting a resolution put to the vote of the meeting shall be decided on a

show hand unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman; or

(b) by at least half of the Full-members present in person or by proxy; or

(c) by any Full-member or Full-members present in person or by proxy and representing not less than half of the total voting rights of all the Full-members having the right to vote at the meeting.

Unless a poll be so demanded, a declaration by the Chairman that a resolution has on a show hands been carried or carried unanimously, or by a particular majority, or cause an entry to that effect in the book containing the minutes of proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

18. Time of poll

A poll demanded on any question shall be taken at such time as the Chairman of the 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. Except as aforesaid, if a poll is duly demanded, it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

19. Casting Vote

In case of equality of votes, whether on a show hands or on a poll, the Chairman of the meetings at which the show of hands takes place or at which the poll is demanded, shall be

entitled to a second or casting vote.

20. Number of Representative

At any General Meeting of the Association, each Member shall be entitled to send on representative to attend at the meeting.

21. Number of Votes

Every Full-Member shall have one vote.

22. Unpaid Sums

No Members shall be entitled to vote at a General Meeting either personally or by proxy or as proxy for another Member or to exercise any other right conferred by membership if any sum presently payable by him to the Association remains unpaid before the Annual General Meeting.

23. Validity

If any votes are given or counted at a General Meeting or adjourned Meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said Meeting, unless the objection to such votes be taken at the same meeting, and not in that case, unless the Chairman shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing.

24. Exercise of Vote

On a poll votes may be given either personally or by proxy and a person attained more than one vote is not required to use all his votes or cast all the votes he attained in the same way.

PROXIES

25. To Attend and Vote

A Full-Member may attend by proxy any General Meeting which he is entitled to attend in person and a poll but not otherwise, vote by proxy on any resolution at any such meeting on which he would, if present in person, otherwise be entitled to vote. A proxy need not be a Member of the Association.

26. General Proxy

An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit or such form approved by the Committee:

“HONG KONG CHINA KORFBALL ASSOCIATION LIMITED

(中國香港合球總會有限公司)

I/We, _____ of _____
being a Full-Member of the above-named Association, hereby appoint
of _____
, or failing him _____ of _____
, as my/our proxy to vote for me/us on my/our behalf at the (annual or extraordinary, as the case
may be) General Meeting of the Association to be held on the _____ day
of _____, and at any adjournment thereof.

An instrument appointing a proxy and, where it is signed on behalf of the appointer by an attorney, and failing previous registration with the Association, the power of attorney or a certified copy thereof must either be delivered at such place or one of such places (if any) as may be specified for the purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, at the office of the Association) at least 48 hours before the time appointed for holding the meeting or adjourned meeting or (in case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used. An instrument of proxy shall not be treated as valid until such delivery shall have been effected. The instrument shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates. An instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purpose of any meeting shall not require again to be delivered for the purposes of any subsequent meeting to which it relates.

30. Rights of Proxy

An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll, and the same right to speak at the meeting as the appointer has.

31. Invalidation

A vote cast by proxy shall not be invalidated by the previous death or insanity of the appointer or by the revocation of the appointment of the proxy or of the authority under which the appointment was made provided that no intimation in writing of such death, insanity or revocation shall have been received by the Association at the Office at least 48 hours before, the meeting or adjourned meeting or (in the case of a poll taken otherwise

than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

THE COUNCIL – GENERAL PROVISIONS

32. Role

The affairs of the Association shall be governed by the Council, who may do all such acts and exercise all such powers of the Association as may be required to give effect to the objects as described in the Memorandum of Association and which are not by statute or by these articles required to be done or exercised by the Association in General Meeting. The Council shall be the board of directors of the Association within the meaning of the Companies Ordinance.

33. Structure of the Council

33.1 The Council shall consist of not less than three but not more than nine members who shall nominate and elect amongst themselves for the positions of Chairman, Vice-chairman and Secretary. The elected Chairman will be The President of the Association.

33.2 First Council Members

The first Council Members of the Association shall be nominated in writing by the subscribers to the Memorandum of Association.

33.3 All appointment of Council members (either newly appointed or re-appointed) shall be approved by not less than 2/3 of the current Council members and the Council members shall be persons who have rendered valuable services to the Association. The term of appointment of each Council member shall be 2 years.

33.4 All Council members must be Full members of the Association. The Chairman of the

Executive Committee shall be ex-officio members of Council.

- 33.5 The Council shall have power from time to time but with the approval of more than 2/3 of all Council members, and at any time to appoint any person or persons to become a Council member, either to fill a causal vacancy or as an addition to the existing Council or to remove any Council member.

34. Power

- 34.1 The highest authority of the Association shall be in the Council. The business and affairs of the Association shall be managed by Council, who may subject to the Ordinance and these Articles, exercise all such powers of the Association as are not by the Ordinance or by these Articles repaired to be exercise by the Association in general meeting. The general powers given by the Article shall not be limited or restricted by any special authority or power given to the Council by any other Article.
- 34.2 The Council also has the authority to appoint the Vice Presidents, Honorary Presidents, Honorary Vice Presidents and Advisors whom shall have rendered valuable contribution to the development of korfbal.
- 34.3 The Council also has the authority to appoint the Committee members whom shall have rendered valuable knowledge and experiences in korfbal, in order to assist the smooth operation of the Association and the promotion of korfbal.

MANAGEMENT

35. Practical Direction

- 35.1 The Council shall make adopt and act upon the Rules so far as the same are not inconsistent with these Articles.

35.2 The Council shall have power to make Rules as to all matters of business duties, management, regulations or otherwise which may be deemed necessary by the Council so far as not already expressly provided for by these Articles.

36. Delegation

The Council may delegate any of their powers to the Committees comprising either members of the Council or other persons or comprising members of the council with other persons.

37. Quorum

The Council may fix their own quorum, and until otherwise provided three shall form a quorum.

38. Minutes

The Council shall keep proper minutes of their proceedings, and all acts done in pursuance of anything appearing by such minutes to be resolved upon or authorized by the Council, shall be deemed to be acts of the Council within the meaning of these Articles.

39. Vacancy

The Council may act notwithstanding any vacancy in their body. The Council may fill up any casual vacancy in their number for which provision is not otherwise made by these Articles.

40. Expenses

The Council shall defray out of the funds of the Association all expenses in respect of the business of the Association.

41. Defects in Appointment

All acts done by any meeting of the Council or by any person acting as a member of the Council shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any person so acting or that any person so acting was disqualified be as valid as if such person had been duly appointed and qualified.

42. Cheques

All cheques, promissory notes, drafts, bill of exchange, and other negotiable or transferable instruments, and all receipts for moneys paid to the Association, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the Council shall from time to time by resolution determine.

43. Seal

The Council shall adopt and use a seal and shall provide for the safe custody of the Seal which shall not be used without the authority of the Council. Every instrument to which the Seal shall be affixed shall be signed autographically by any one or more persons authorized for that purpose of the Council, and where any instrument to which the Seal is affixed is so signed the Seal shall, as regards all persons dealing in good faith with the Association, be deemed to have been affixed to that instrument with the authority of the

Council.

44. Administration Section

The Council may employ or be subvented by Hong Kong government to employ staff who is responsible for the Affairs of the Association and assist the Council and Committee in the promotion and development of korfball sport.

COMMITTEE

45. Functions

The Committee shall have the powers which they all are delegated from the Council, to carry out any lawful acts or matters as are in the view of the Committee incidental or conductive to the Committee incidental or conductive to the attainment of the object of the Association within the meaning of these Articles. The functions of the Committee shall include:

- (a) to carry out the administrative works and Affairs of the Association;
- (b) to carry out the monthly committee meeting;
- (c) to promote, develop and operate korfball activities in Hong Kong locally and internationally;
- (d) to select the members of Hong Kong National Teams, including officials and players, and send them to participate in international competitions;
- (e) to carry out the decision of the Council or any general meetings; and
- (f) to make any suggestions to the Council.

Apart from the above, the Committee may perform other functions which are worthwhile for the development of korfball sport.

46. Structure of the Committee

- 46.1 The Chairman and other members of the Committee shall be appointed by the Council.
- 46.2 The Committee shall consist of Chairman, Vice-Chairman, Secretary General, Honorary Secretary, Deputy Honorary Secretary, Honorary Treasurer, Coaching Convenor, Competition Convenor, Referee Convenor, Promotion Convenor, and Training Convenor.
- 46.3 The duties and authority of the Committee members:
- (a) The Chairman of the Committee shall be the representative of the Committee. He shall direct, delegate and coordinate the works of different sections of the Association and also hold the monthly Committee meeting. He shall be responsible to liaise with the Council.
 - (b) The Vice-Chairman shall assist the Chairman in all Affairs of the Association. If the Chairman is absent or on leave, the Vice-Chairman shall deputise the duties of the Chairman. If the Chairman resigns or is unable to execute his duties, the Vice-Chairman shall take over the position of the Chairman until a new Chairman shall be appointed by the Council.
 - (c) The Secretary General shall assist the Chairman in all Affairs of the Association. He shall assist to direct, delegate and coordinate the works of different sections of the Association and hold the Committee meeting
 - (d) The Honorary Secretary shall be responsible for the administration of the Association, keeping records of the Association (other than financial), and shall be responsible or their correctness. He shall also convene all meetings, prepare and keep agendas and minutes thereof.
 - (e) The Deputy Honorary Secretary shall assist the Honorary Secretary in execution of his duty. If the Honorary Secretary is absent or resigns, he will deputise the

position of the Honorary Secretary.

- (f) The Honorary Treasurer shall look after all funds and collect and disburse moneys on behalf of the Association. He shall keep proper books of accounts of all monetary transactions and shall be responsible for their correctness. He shall also submit all the Association's expenditure for the approval of the Committee.
- (g) The Coaching Convenor shall arrange and administer coaches for all kinds and levels of korfball training or courses organized by the Association.
- (h) The Competition Convenor shall arrange and administer all kinds and levels of local and international korfball games and competitions organized by the Association.
- (i) The Promotion Convenor shall be responsible for the arrangement and implementation of promotion schemes in order to make the sport of korfball be well known by the public and also improve the standard of korfball in Hong Kong.
- (j) The Referee Convenor shall arrange and administer referees for all kinds and levels of local and international korfball games and competitions organized by the Association.
- (k) The Training Convenor shall be responsible for organizing all levels of korfball training including training of instructor, youth and the Hong Kong Korfball National Teams. He will also be responsible for organizing korfball development schemes for the promotion and improvement of the standard of korfball in Hong Kong.
- (l) A Disciplinary Board appointed to the Chairman of the Committee consists of at least 3 persons who are from different sections of the Committee respectively shall be responsible for handling of any breach of rules of the game by any team or player and any appeal thereof. A hearing will be conducted by the said board for the investigation of each case and penalty, where appropriate, will be given.
- (m) The Council may vary the Formation of the Committee or the number of convenors

in each section.

46.4 The term of the Committee shall be two year.

47. Meeting of the Committee

47.1 In principle, The Committee shall meet once in every two months to carry out the business of the Association. A minimum of seven-day notice shall be given by the Honorary Secretary to the every Committee member before the date of the meeting. The Chairman of the Committee may call an emergency meeting at any time by giving at least 24-hour notice. The quorum for Committee meeting shall be half of the number of the Committee members.

47.2 If at any meeting the Chairman of Committee is not present for holding the same, the Committee members present may choose one of the Vice-Chairmen or if they are absent one of their members to be chairman of the meeting.

47.3 Questions arising at any meeting shall be decided by a majority vote. In the case of an equality of votes, the Chairman of the Committee shall have a second or casting vote.

GAMES & COMPETITION

48. The Association will organize and arrange Hong Kong Korfball League and other local and international games and competitions for different levels and targeted groups in every year.

49. Player Registration

Players of the Hong Kong Korfball League and all other games and competitions organized by the Association must be the registered players of the Association. Application for the

exemption of players' registration for certain organizations will be considered and approved by the Committee.

50. Participation in Local Tournament(s)

Full-Members (Corporate) or Associate-Members(Corporate) are required to send team(s) to take part in all the tournament(s) which are listed as and when by the Association. The Association shall have the final decision about the total number of teams to be sent by the Full-Members or Associate-Members and the grading of divisions of these participating teams.

ACCOUNTS

51. Accounts

51.1 The Council shall cause true accounts to be kept of all receipts, credit, payments, assets and liabilities of the Association, and of all other matters necessary for showing the true state and condition of the Association and the accounts shall be kept in such books and in such manner as the Council think fit, and to the satisfaction of the Auditors.

51.2 The Council shall keep separate accounts of all benevolent funds or other funds and shall hold the same funds respectively, for such purposes as shall be agreed upon between the Council and the Trustees of the benevolent funds respectively and if and so far as not thereby provided as shall be determined by special resolution of the Association.

51.3 The books of Account shall be kept at such place or places as the Council appoint, and shall be open to inspection of members with the consent of the Council.

AUDIT

52. Audit

The accounts of the Association shall be annually examined and the correctness of the balance sheet ascertained by an Auditor or Auditors to be elected by the Association at its Annual General Meeting, in accordance with the provisions of the Companies Ordinance.

NOTICES

53. Services

A notice may be given the Association to any Member either personally or by sending it by post to him or to his registered address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice of meeting at the expiration of 48 hours after the letter containing the same is posted, and in other case at the time at which the letter would be delivered in the ordinary course of post.

54. Persons to Receive Notice

Notice of every General meeting shall be given in any manners hereinbefore authorized to:

- (a) every Member except those Members who have not supplied to the Association an address within Hong Kong for the giving of notice of them; and
- (b) the auditors for the time being of the Association.

No other person shall be entitled to receive notices of General Meetings.

55. Indemnity

Every Council Member, Committee member, auditor and other officers for the time being of the Association shall be indemnified out of the assets of the Association against any

liability incurred by him in relation to the Association in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 358 of the Ordinance in which relief is granted to him by the court.

56. Winding Up

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

Names, Addresses and Descriptions of Signatories

CHENG Wai Ming, Warman (鄭偉明)

Flat B, 17/F., Block 3, Carado Garden, Shatin, N.T.

Lecturer

LAI Pui Wing (黎培榮)

301-309 Lai Kwai House, Lai Kok Estate, Cheungshawan, Kowloon

Chief Executive Officer

IP Wai Seen Sincere (葉維善)

3C, Eastland Heights, 49 Broadcast Drive, Kowloon Tong, Kowloon, HK

Teacher

Dated the 29th day of September 2019.

WITNESS to the above signatures:-

Tai Siu Ching
Solicitor, Hong Kong SAR
11th Floor, Wheelock House,
20 Pedder Street,
Hong Kong.