

**THE COMPANIES ORDINANCE (CHAPTER 32)**

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Company Limited by Guarantee  
and not having a share capital

**MEMORANDUM OF ASSOCIATION**

**OF**

**GOOD HOPE SCHOOL PAST STUDENTS ASSOCIATION  
FOUNDATION LIMITED**

德望學校校友會慈善基金有限公司

**1. NAME**

The name of the Foundation is “GOOD HOPE SCHOOL PAST STUDENTS ASSOCIATION FOUNDATION LIMITED 德望學校校友會慈善基金有限公司” (“**the Foundation**”). The Foundation is also known in short as “GHSPSA Foundation Ltd” or “GHSPSA Foundation”.

**2. REGISTERED OFFICE**

The Registered Office of the Foundation will be situated in the Hong Kong Special Administrative Region.

**3. OBJECTS AND POWERS**

(a) The objects of the Foundation are:

- (i) For advancement of education, to offer help to Good Hope School and to support current students in their personal and career development;
- (ii) to support the Missionary Sisters of Immaculate Conception in their charitable works and ministries;

- (iii) to promote the Christian values of Love, Hope, Joy and Thanksgiving which are the core values of the teaching of Good Hope School;
  - (iv) to promote education, learning, art, science, technology and research;
  - (v) to provide relief and comfort for the poor, the suffering, the sick, the aged, the physically or mentally disabled and those in need of protection;
  - (vi) to combat and to prevent disease, illness and poor health;
  - (vii) to provide relief and comfort to victims of fire, flood, earthquake, drought, famine, war or other calamities;
  - (viii) to protect and safeguard the environment for the benefit of the Hong Kong Community;
  - (ix) to carry out and perform all or any other lawful acts, works, enterprises or things which are incidental or conducive to the attainment of the above objects of the Foundation;
  - (x) to carry out and perform all or any other lawful acts, works or things which are of a charitable nature.
- (b) In furtherance of the above objects but not otherwise, the Foundation shall have the following powers:
- (i) to apply for, invite, collect and receive donations, gifts, grants, subscriptions, bequests, endowments and other assistance and benefits for all or any of the objects of the Foundation herein provided or towards the costs and expenses of the Foundation and its operations;
  - (ii) to provide scholarships, subsidies, allowance, loans (whether interest bearing or interest free) and other forms of financial assistance, including, but not limited to, payment of passages, living allowances, fees and other monies to persons assisted by the Foundation;
  - (iii) to provide lectures, seminars, libraries, exhibitions, meetings, classes, seminars and conferences;

- (iv) to promote and hold outings, trips, visits, gatherings, competitions and activities of all kinds, and to offer gifts or contribute towards prizes, medals and awards therefor;
- (v) to establish and carry on in the Hong Kong Special Administrative Region or elsewhere non profit making schools, colleges, kindergartens, nurseries or any other educational institutions where students may obtain a quality education;
- (vi) to provide books, equipment and student facilities to schools, colleges and universities;
- (vii) to establish, promote or assist in establishing or promoting, and to subscribe to or to become a member of any other association or company the establishment or promotion of which is beneficial to the Foundation provided that such association or company shall prohibit distribution of its income and property amongst its members to an extent at least as great as is imposed on the Foundation under or by virtue of Clause 4 hereof;
- (viii) to make donations and any gift of property (whether real or personal) to charitable organizations;
- (ix) to enter into, vary, carry out, and cancel any arrangements or contracts with any governmental authorities or any municipal, local or other authorities or with any person, corporation, association or entity;
- (x) to purchase, own, acquire, take on lease, exchange, occupy, use, equip, improve, maintain, operate or turn to account, on such terms and conditions as the Foundation thinks fit, buildings, fixtures, fittings, chattels, furniture, computers, equipment, plant, machinery, apparatus, goods and vehicles of any nature and description, or any part thereof;
- (xi) to turn to account, grant, sell, convey, assign, surrender, yield up, exchange, partition, mortgage, devise, reassign, transfer or dispose of the property and undertaking of the Foundation, or any part thereof;
- (xii) to purchase, lease, work, construct, maintain, develop, improve, pull

down and alter any buildings, structures or works;

- (xiii) to borrow or raise money and secure or discharge any debt or obligation of or binding on the Foundation and, in particular, by mortgages and charges upon the undertaking and all or any of the property and assets (present and future) of the Foundation, or by the creation and issue on such terms as the Foundation thinks fit of bonds, debentures or other obligations or securities of any description;
- (xiv) to establish or support charitable associations, institutions, funds and trusts so as to advance the objects of the Foundation provided that none of the funds of the Association shall subscribe to any associations, institutions, funds and trusts which do not prohibit the distribution of their income and property amongst their members to an extent at least as great as is imposed on the Association under or by virtue of Clauses 4 and 5 hereof;
- (xv) to undertake and discharge the office and duties of trustee either gratuitously or otherwise, with or without undertaking, the management and administration of any trust or settlement and to hold property, assets or rights of any kind on trust or otherwise;
- (xvi) to invest any moneys of the Foundation not immediately required for its objects but not otherwise in a reasonable and proper manner, and to hold, sell or otherwise dispose of such investments.
- (xvii) to draw, accept, indorse, discount, buy, sell and deal in bills of exchange, promissory notes, bonds, debentures, coupons, and other negotiable instruments and securities;
- (xviii) to pay all expense preliminary or incidental to the formation and promotion of the Foundation and the conduct of the affairs of the Foundation;
- (xix) on a non-profit making basis, to print, publish, give and sell materials, periodicals, books or leaflets as shall be desirable for attaining the objects of the Foundation;
- (xx) subject to Clauses 4 and 5 below, to appoint agents, contractors,

sub-contractors, experts and attorneys to do all or any of the above matters and things on behalf of the Foundation or any thing or matter for which the Foundation is as principal, agent, contractor, trustee or in any other way whatsoever interested or concerned either alone or in conjunction with others;

- (xxi) to employ all such officers and staff as may be required for the objects of the Foundation, subject to Clauses 4 and 5 hereof;
- (xxii) to do all such other lawful things as are incidental or conducive to the attainment of the objects of the Foundation.

Provided that:-

- (i) In case the Foundation shall take or hold any property which may be subject to any trusts, the Foundation 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 Foundation 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.
- (iv) Donations to charitable organizations shall only be made to charitable organizations which prohibit the distribution of their income and property amongst their members to an extent at least as great as is imposed on the Foundation under or by virtue of Clauses 4 and 5 hereof.
- (v) Support to The Missionary Sisters of Immaculate Conception and Good Hope School shall be given only for as long as they remain as charitable institutions.
- (vi) In respect of granting of loans for furthering the objects of the Foundation but not otherwise, tight internal control shall be adopted.

#### **4. USE OF INCOME AND PROPERTY**

- (a) The income and property of the Foundation, however derived, shall be applied solely towards the promotion of the objects of the Foundation as set out in this Memorandum of Association.
- (b) Subject to Clause 5 (b) and (c) below, no portion of the income and property of the Foundation shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever, to the members of the Foundation.

#### **5. REMUNERATION, INTEREST AND RENT**

- (a) No member of the Board or any other governing body of the Foundation shall be appointed to any salaried office of the Foundation, or any office of the Foundation paid by fees and no remuneration or other benefit in money or money's worth (except as provided in sub-clause (c) below) shall be given by the Foundation to any member of the Board or any other governing body.
- (b) Nothing herein shall prevent the payment, in good faith, by the Foundation of reasonable and proper remuneration to any officer or servant of the Foundation, or to any member of the Foundation who is not a member of the Board or any other governing body of the Foundation in return for any services actually rendered to the Foundation.
- (c) Nothing herein shall prevent the payment, in good faith, by the Foundation:-
  - (i) to any member of its Board or any governing body of out-of-pocket expenses;
  - (ii) of interest on money lent by any member at a rate per year not exceeding 2% above the prime rate prescribed for the time being by The Hong Kong and Shanghai Banking Corporation Limited for Hong Kong dollar loans;
  - (iii) of reasonable and proper rent for premises demised or let by any member of the Foundation;
  - (iv) of remuneration or other benefit in money or money's worth to a body

corporate in which a member of the Foundation is interested solely by virtue of being a member of that body corporate by holding not more than one-hundredth part of its capital or controlling not more than a one-hundredth part of its votes.

- (d) No person shall be bound to account for any benefit he/she may receive in respect of any payment properly paid in accordance with sub-clauses (b) and (c) above.

## **6. LIMITED LIABILITY**

The liability of the members of the Foundation is limited.

## **7. CONTRIBUTION TO ASSETS**

Every member of the Foundation undertakes to contribute to the assets of the Foundation in the event of its being wound up while she is a member, or within one year after she ceased to be a member, for payment of the debts and liabilities of the Foundation contracted before she ceases to be a member, and of 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 \$10.00.

## **8. DISTRIBUTION OF ASSETS ON WINDING UP**

If upon the winding up or dissolution of the Foundation there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, this shall not be paid to or distributed among the members of the Foundation; but shall be given or transferred to Good Hope School (provided that it is also a tax-exempt charity under section 88 of the Inland Revenue Ordinance), or if such transfer could not be done for any reasons, some other institution or institutions, having objects similar to the objects of the Foundation, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Foundation under or by virtue of Clauses 4 and 5 above, such institution or institutions to be determined by the life members of the Foundation at or before the time of dissolution and in default thereof by a Judge of the High Court of the Hong Kong Special Administrative Region having jurisdiction in regard to charitable funds and, if this aforesaid provision cannot be effected, then to some charitable objects.

We, the several persons, whose names, addresses are hereto subscribed, are desirous of being formed into an Association in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Founder Members	
TENG Qun, June (鄧鈞) 303 Clear Water Bay Road, Kowloon	Retired
NG Man Wah, Pauline (吳文華) 303 Clear Water Bay Road, Kowloon	Retired Civil Servant, Consultant
BIRCH LEE Suk Yee, Sandra (李淑儀) 303 Clear Water Bay Road, Kowloon	Retired Civil Servant
WONG Po Kiu, Kelly (黃寶喬) 303 Clear Water Bay Road, Kowloon	Office Manager
TSE Man Wai, Navens (謝許文慧) 303 Clear Water Bay Road, Kowloon	Company Director

**THE COMPANIES ORDINANCE (CHAPTER 32)**

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Company Limited by Guarantee  
and not having a share capital

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**ARTICLES OF ASSOCIATION**

**OF**

**GOOD HOPE SCHOOL PAST STUDENTS ASSOCIATION  
FOUNDATION LIMITED**

德望學校校友會慈善基金有限公司

**SECTION I**

**DEFINITIONS**

**1. DEFINITIONS**

In these Articles, except where the context otherwise requires:-

“Articles”	means these Articles of Association in their present form or as altered from time to time;
“GHSPSA Ltd”	means GOOD HOPE SCHOOL PAST STUDENTS ASSOCIATION LIMITED 德望學校校友會有限公司;
“Chairperson”	means the chairperson of the Board;
“Director”	means a director for the time being of the Foundation;
“Board”	means the board of directors of the Foundation appointed pursuant to Articles 13 and 14;
“Board Meeting”	means a meeting of the Board;
“Board Member”	means a member of the Board;
“Foundation”	means the GOOD HOPE SCHOOL PAST STUDENTS ASSOCIATION FOUNDATION LIMITED 德望學校校友會慈善基金有限公司;

“General Meeting”	means either an Annual General Meeting or an Extraordinary General Meeting, as the case may be, as more particularly described in Article 8 to 10.
“Member”	means a member of the Foundation;
“Ordinance”	means the Companies Ordinance, Chapter 32;
“Seal”	means the common seal of the Foundation;
“Secretary”	means any person appointed to perform the duties of the secretary of the Foundation;
“Treasurer”	means any person appointed to perform the duties of the treasurer of the Foundation;
“Vice-Chairperson”	means the vice chairperson of the Board.

Unless the context otherwise requires, words importing the singular shall include the plural and vice versa. Words importing the masculine shall include the feminine and vice versa.

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

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

## **SECTION II**

### **MEMBERSHIP**

#### **2. NUMBERS**

The number of Members with which the Foundation proposes to be registered shall be no more than 25.

#### **3. MEMBERSHIP**

(a) The Members shall be the same persons as the Directors and a Member shall

cease to be a Member as and when she ceases to be a Director.

- (b) The rights of a Member shall be personal and shall not be transferable.

#### **4. RIGHTS**

Members are entitled to the following rights during their membership:

- (i) to attend General Meetings;
- (ii) to attend Board Meetings or meetings of its committees;
- (iii) to participate in activities and functions arranged and organized by the Foundation;
- (iv) to propose, second, speak to and vote on a motion at a General Meeting.

#### **5. PROCEDURE TO BECOME MEMBERS**

Upon being appointed as a Director, the person shall automatically become a Member.

#### **6. FEES**

Members are not required to pay any subscription or membership fees.

#### **7. OBLIGATIONS**

All Members have the following obligations:

- (i) to abide by this Memorandum and Articles of Association and resolutions passed by the Foundation;
- (ii) not to act or make any representations in the name or on behalf of the Foundation or any of its committees in any way unless such act or representation is made pursuant to the express written instructions of the Board,
- (iii) not to make false use of the name of the Foundation in any unlawful acts, thereby impairing its reputation; and
- (iv) to be faithful and honest to the Foundation.

**SECTION III**  
**GENERAL MEETINGS**

**8. GENERAL MEETINGS**

(a) Written Notice of General Meetings

Written notice of the date, time, place, and agenda of a General Meeting shall be given to a Member no less than twenty-one (21) days, PROVIDED THAT a General Meeting shall, notwithstanding that it is called by shorter notice than that specified herein, be deemed to have been duly called if it is so agreed by all the Members entitled to attend and vote thereat.

(b) Chair of General Meetings

The chairperson of a General Meeting shall be the first person in the following descending order, in case the preceding person is absent, not being able to act, or unwilling to act:

- (i) the Chairperson;
- (ii) the Vice-chairperson;
- (iii) a Board Member as may be agreed amongst the Board Members.

(c) Proxy

A Member attending a General Meeting may hold a proxy for one other Member who is absent from the General Meeting to exercise the rights and privileges of the absent Member.

(d) Quorum

- (i) A quorum for a General Meeting is the presence of at least 50% of the total number of Members.
- (ii) If the quorum referred to in Article 8 (d) (i) is not present within thirty(30) minutes from the commencement of the General Meeting, the Chairperson shall adjourn the General Meeting for fourteen (14) days with written notice to all Members of the date, time and place the General Meeting is to be re-convened.

- (iii) If the quorum referred to in Article 8 (d) (i) is not present within thirty (30) minutes from commencement of the re-convened General Meeting, any number of Members present will form a quorum.
- (e) Resolutions in General Meetings
  - (i) A vote by simple majority of Members is required for passing a simple resolution (“**Simple Resolution**”) in General Meetings.
  - (ii) A vote of no less than two-thirds (2/3) of Members is required for passing a special resolution (“**Special Resolution**”) in General Meetings.
  - (iii) The chairperson of a General Meeting has, in addition to an original vote, a casting vote in the event of a tie vote.
- (f) Subject to the provisions of the Ordinance, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting duly convened and held. A written notice of confirmation of such resolution in writing sent by or on behalf of a Member shall be deemed to be her signature to such resolution in writing for the purposes of this Article 8 (f). Such resolution in writing may consist of several documents each signed by or on behalf of one or more Members.
- (g) The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## **9. ANNUAL GENERAL MEETING**

- (a) Annual General Meetings shall be held in each calendar year and within ten (10) to fourteen (14) months of the last Annual General Meeting.
- (b) Business of an Annual General Meeting is as follows:
  - (i) to receive and approve the Minutes of the last Annual General Meeting;
  - (ii) to receive and approve the Minutes of all Extraordinary General Meetings not having been previously adopted;
  - (iii) to receive and approve the Annual Report of the preceding year of the Board;
  - (iv) to receive and approve the Treasurer’s Report of the preceding year;

- (v) to elect Board Members as may be required; and
- (vi) to deal with any other business.

An item of business to be considered under “**any other business**” in an Annual General Meeting shall be proposed by written notice to the Board signed by at least two (2) Members no less than ten (10) days prior to the meeting. Upon receipt of such notice, the Board shall immediately give like notice to all Members no less than five (5) days prior to the meeting.

- (c) If the Chairperson fails to convene an Annual General Meeting, any two (2) Members may convene an Extraordinary General Meeting by compelling the Board in writing to forthwith issue valid notice for the General Meeting.

## **10. EXTRAORDINARY GENERAL MEETINGS**

- (a) An Extraordinary General Meeting shall be held upon a written request to the Board by at least half of the Members.
- (b) The Chairperson shall convene the Extraordinary General Meeting within thirty-five (35) days of the receipt of a written request that complies with Article 10(a).
- (c) If the Chairperson fails to convene an Extraordinary General Meeting despite receipt of a valid written request, any two (2) Members may convene an Extraordinary General Meeting by compelling the Board in writing to forthwith issue valid notice for the General Meeting.
- (d) Discussions held and resolutions passed at an Extraordinary General Meeting shall be confined to the items of business on the agenda.

## **SECTION IV** **THE BOARD**

## **11. BOARD**

A Board shall at all times be formed for the day to day handling, running, conduct and organisation of the affairs of the Foundation in accordance with the objects of the Foundation and these Articles.

## **12. FUNCTIONS AND POWERS**

- (a) The functions of the Board are:
- (i) to implement the resolutions passed at General Meetings;
  - (ii) to hold Board Meetings and to implement the resolutions passed in it;
  - (iii) to prepare the budget and accounts of the Foundation; and
  - (iv) to draft plans of activities of the Foundation for presentation to General Meetings for adoption; and
  - (v) to handle and deal with the day-to-day running, conduct and organization of the affairs of the Foundation.
- (c) The Board may exercise all such powers and do all such things as are not required by the Ordinance or these Articles to be exercised or done by the Foundation in a General Meeting, subject nevertheless to the provisions of the Ordinance and these Articles and to any regulation prescribed by the Foundation in a General Meeting, provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
- (d) The Board shall provide to GHSPSA Ltd the Annual Report and the Treasurer's Report of the Foundation on an annual basis as soon as they have been prepared.

## **13. COMPOSITION**

- (a) The Board shall be comprised of:
- (i) The chairperson for the time being of GHSPSA Ltd;
  - (ii) The two officers bearing the title "Foundation Coordinator" for the time being of GHSPSA Ltd;
  - (iii) Two (2) persons nominated by GHSPSA Ltd;
  - (iv) One (1) person nominated by the Missionary Sisters of Immaculate Conception;
  - (v) One (1) person nominated by Good Hope School secondary section; and
  - (vi) One (1) person nominated by Good Hope Primary School cum Kindergarten.

- (b) Each of the nominations referred in Article 13 (a) (iv) to (vi) shall be evidenced by an instrument in writing signed by and on behalf of the nominator and shall be for a term of two years unless otherwise terminated in writing.
- (c) The chairperson of GHSPSA Ltd as Director may appoint one of the Vice-Chairpersons of GHSPSA Ltd as her alternate director.

#### **14. NOMINATIONS AND APPOINTMENT TO THE BOARD**

- (a) The first Directors shall hold office until the first Annual General Meeting and at the first Annual General Meeting be subject to retirement but shall be eligible for re-election in accordance with Article 14 (b). Thereafter, once every two years, at Annual General Meeting, all Directors shall retire from office but shall be eligible for re-election in accordance with Article 14 (b).
- (b) Mode of election of Board Members:
  - (i) The Secretary, in no less than two (2) months before the Annual General Meeting at which an election of Board Members is to take place, shall invite nomination of directors in writing pursuant to Article 13 (a)(iii) to (vi). If no fresh nomination is received, the person previously nominated will be deemed to have been nominated again for a new term of two years.
  - (ii) A list of the persons nominated shall be attached to the Notice of the Annual General Meeting and reported at the Annual General Meeting.
  - (iii) The Secretary shall also report at the Annual General Meeting the persons that are to be Directors pursuant to Article 13(a) (i) and (ii).
  - (iv) All the 8 persons named at the Annual General Meeting pursuant to Article 14(b) (ii) and (iii) shall be declared as appointed as Directors at the meeting.
- (c) A retiring Director shall act as a director of the Board throughout the meeting at which she retires so that her retirement only becomes effective after the conclusion of meeting except where a resolution is passed to elect some other person in the place of the retiring Director. Accordingly a retiring Director who is re-elected or deemed to have been re-elected will continue in office without a break.
- (d) Election of office bearers:

- (i) A Board Meeting shall be held immediately after the Annual General Meeting for the purpose of electing the office bearers from and amongst the Board Member returned at the Annual General Meeting save and except the chairperson for the time being of GHSPSA Ltd shall fill the office of chairperson of the Board.
- (ii) If there is a change of Chairperson, the immediate past Chairperson shall arrange for the hand-over of minutes and accounting records and books within thirty (30) days of the Annual General Meeting.

## **15. VACANCIES**

- (a) The office of a Board Member is regarded as vacant if that member:
  - (i) ceases to be a member in good standing, infringes the Foundation's Memorandum and Articles of Association or resolution, or uses the Foundation's name in corruptive acts and thereby impairing its good reputation;
  - (ii) is absent from three (3) consecutive Meetings of the Board without its consent; or
  - (iii) resigns from her office by giving one (1) month's notice in writing to the Board and such notice of resignation is accepted by the Board; or
  - (iv) ceases to be within any of the categories stated in Article 13 (a) (i) to (vi).
- (b) If any Board Member vacates her office, her vacancy shall be filled by her successor as determined under Articles 13 and 14.

## **16. RESPONSIBILITIES AND TERMS OF OFFICE BEARERS**

- (a) The Chairperson is:
  - (i) responsible for:
    - (1) governing all affairs in the Foundation;
    - (2) presiding over all Board Meetings and General Meetings;
    - (3) presenting Annual Reports of the Foundation at Annual General Meetings;
    - (4) coordinating the work of the Board and individual office bearers of the Board; and
    - (5) acting as an advisor to the immediate succeeding Board of the Foundation after expiry of her term of office.
  - (ii) eligible for re-election to the same office.

- (b) The Vice-chairperson is:
  - (i) responsible for assisting the Chairperson of the Foundation and acting for her under her authority. She will assume the duties and obligations of the Chairperson if the latter fails, refuses or is unable, to act; and
  - (ii) eligible for re-election to the same office.
  
- (c) The Secretary is:
  - (i) responsible for:
    - (1) undertaking all the secretarial duties of the Foundation; and
    - (2) preparing and keeping the minutes of all meetings of the Foundation.
  - (ii) eligible for re-election to the same office.
  
- (d) The Treasurer is:
  - (i) responsible for:
    - (1) keeping in the Foundation's Accounts a continuous record of all financial transactions and the official receipts for all payments;
    - (2) preparing Annual Treasurer's Reports and presenting them at Annual General Meetings; and
    - (3) providing relevant information to facilitate review of the Accounts.
  - (ii) eligible for re-election to the same office.

## **17. BOARD MEETINGS**

- (a) Board Meetings are to be held from time to time and at least once a year at the request of the Chairperson or any other two (2) Board Members.
  
- (b) The Chairperson shall preside over all Board Meetings. In case of the Chairperson's absence, the Vice-chairperson shall preside. In case of absence of the Chairperson and the Vice-chairperson, one of the other Board Members present shall preside.
  
- (c) The quorum of the Board Meetings is half (50%) of the actual number of Board Members.
  
- (d) The Board shall keep proper minutes of its meetings.

- (e) Resolutions at Board Meetings are passed by a simple majority of votes of the Board Members present and voting. The Chairperson or a presiding member has a casting vote in addition to an original vote.
- (f) Subject to the provisions of the Ordinance, a resolution in writing signed by all the Board Members shall be as valid and effective as if the same had been passed at a Board Meeting duly convened and held. A written notice of confirmation of such resolution in writing sent by or on behalf of a Board Member shall be deemed to be his signature to such resolution in writing for the purposes of this Article 17 (f). Such resolution in writing may consist of several documents each signed by or on behalf of one or more Board Members.
- (g) A Board Member who is in any way, whether directly or indirectly, materially interested in a contract with the Foundation shall declare the nature of his interest in the manner required by section 162 of the Ordinance.
- (h) A Board Member shall not vote in respect of any contract in which he is interested or any matter arising therefrom, and if he does so vote his vote shall not be counted.

## **18. COMMITTEES**

- (a) The Board may appoint at any time any number of committees for any purposes in connection with the operation of the Foundation, the membership of which may be as appointed by the Board.
- (b) Committees appointed under Article 18(a) above are responsible to the Board for all their acts, deeds and decisions.
- (c) The terms of reference, practice and rules of a committee shall be decided by the Board at the time of its appointment and they may be amended by the Board from time to time.
- (d) The membership of a committee shall be decided by the Board at the time of its appointment subject to any variation considered necessary by the Board from time to time during the committee's operation. Persons who are not Members of the Foundation may be invited as members of a Committee

provided that there is at least one Board Member sitting on the committee.

- (e) The Chairperson of a committee may attend any meeting of the committees.

**SECTION V**  
**ADVISORS**

**19. ADVISORS**

Subject to Clause 5 of the Memorandum of Association, the Board may appoint such persons to be Advisors to the Foundation as it considers fit and proper.

**SECTION VI**  
**ACCOUNTS AND AUDIT**

**20. ACCOUNTS**

- (a) The Board shall cause proper books of account to be kept with respect to:-
- (i) all sums of money received and expended by the Foundation and the matters in respect of which such receipts and expenditure took place; and
  - (ii) the assets and liabilities of the Foundation.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Foundation and to explain its transactions.

- (b) The books of account shall be kept at the registered office of the Foundation, or, subject to the Ordinance, at such other place or places as the Foundation shall think fit and shall always be open to the inspection of the Directors.
- (c) The Board shall from time to time in accordance with the Ordinance, cause to be prepared and to be laid before the Foundation in General Meeting such proper income and expenditure accounts for the period since the last preceding account made up to a date not more than six (6) months before such meeting, together with such proper balance sheets and reports made up at the same date as are referred to in those sections. Every such balance sheet shall be accompanied by proper reports of the Board and the auditors, and copies of

such account, balance sheet and report (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than fourteen (14) days before the date of the meeting be sent to all persons entitled to receive notice of General Meetings PROVIDED THAT this Article 20 shall not require a copy of those documents to be sent to any person of whose address the Foundation is not aware.

- (d) The Board shall also at the same time when they send the accounts and documents referred to in Article 20(c) to persons entitled to receive notice of General Meetings provide a copy to GHSPSA Ltd.

## **21. AUDIT**

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

## **SECTION VII**

### **OTHER FINANCIAL MATTERS**

## **22. APPROVAL OF EXPENDITURE**

- (a) The Chairperson may approve any item or items of expenditure in relation to the Foundation not exceeding HK\$10,000.
- (b) Any item or items of expenditure in relation to the Foundation in excess of \$10,000 shall be approved by the Board upon applications which would normally be referred to the GHSPSA Ltd for comment before consideration.
- (c) The Board may stipulate conditions for the use of funds under its control in accordance with the wishes of the donors in respect of the donations made.
- (d) Where the Board decides not to invite GHSPSA Ltd to comment on an application for funds from the Foundation, the Chairperson shall have the obligation to give an explanation to the Executive Committee of GHSPSA Ltd.

as soon as such a decision is made.

**23. DONATIONS**

- (a) It is for the Board to decide whether or not a donation to the Foundation should be accepted or rejected.
- (b) Such donations are not refundable under any circumstances after acceptance by the Board.

**SECTION VIII**  
**INDEMNITY**

**24. INDEMNITY**

Every member of the Board, other officer or employee for the time being of the Foundation shall be indemnified out of the assets of the Foundation against any liability incurred by her in any way in proper and reasonable discharge of her duties as such in relation to the Foundation 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 the Ordinance in which relief is granted to him by the court.

**SECTION IX**  
**WINDING UP**

**25. WINDING UP**

The provisions of Articles 7 and 8 of the Memorandum of Association relating to the winding up or dissolution of the Foundation shall have effect and be observed as if the same were repeated in these Articles.

**SECTION X**  
**NOTICES**

**26. NOTICES**

- (a) A notice may be given by the Foundation to any Member either personally or by sending it by prepaid post to her address or by electronic mail to her electronic mail address registered with the Foundation. Every Member shall from time to time notify the Secretary a place of business or residence and an electronic mail address to be registered as her place of address and electronic mail address respectively, and the place and electronic mail address so from time to time registered shall for the purposes of the Ordinance be deemed her registered address and registered electronic mail address respectively.
- (b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing and posting a prepaid letter containing the notice and to have been effected in the case of the address of a Member being in Hong Kong on the second day following that on which it was posted and in the case of the address of a Member being overseas, on the third day following that on which it was posted. In a case of a facsimile transmission or an e-mail transmission shall be deemed to have been served at the time of dispatch. In proving such service, it shall be sufficient to prove that the envelope containing the notice was properly addressed in accordance with this Article and sent as a prepaid letter and, in the case of a notice sent by facsimile transmission or email transmission that the facsimile number or email address used was that of the Member being served with such notice.

**27. THE SEAL**

The Board shall provide for the safe custody of the Seal, which shall only be used by the authority of the Board Members or of a committee of the Board authorized by the Board, and every instrument to which the Seal shall be affixed shall be signed by a Board Member and countersigned by the Secretary or a second Board Member.

Names, Addresses and Descriptions of Founder Members	
TENG Qun, June (鄧鈞) 303 Clear Water Bay Road, Kowloon	Retired
NG Man Wah, Pauline (吳文華) 303 Clear Water Bay Road, Kowloon	Retired Civil Servant, Consultant
BIRCH LEE Suk Yee, Sandra (李淑儀) 303 Clear Water Bay Road, Kowloon	Retired Civil Servant
WONG Po Kiu, Kelly (黃寶喬) 303 Clear Water Bay Road, Kowloon	Office Manager
TSE Man Wai, Navens (謝許文慧) 303 Clear Water Bay Road, Kowloon	Company Director