

# ARTICLES OF ASSOCIATION

## OF

### Hong Kong Rugby Union<sup>1</sup>

[香港欖球總會]

*(Adopted by Special Resolution passed on 3 July 2015)*



*(A Company incorporated on 30th April 1990  
under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap.32)  
Laws of Hong Kong, with limited liability and with licence to dispense with "limited")*

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<sup>1</sup> Name altered by special resolution of the Company on 3 July 2015, with effect from 31 July 2015.

**CERTIFICATE OF INCORPORATION**

**公司註冊證書**

**I hereby certify that**

**本人茲證明**

**HONG KONG RUGBY FOOTBALL UNION**

**香港欖球總會**

(the word 'Limited' being omitted by Licence granted by me) is this day incorporated in Hong Kong (本人已發予許可證將「有限公司」字樣刪除)於本日在香港 under the Companies Ordinance, and that this company is limited.

依據公司條例註冊成為有限公司。

**Given under my hand this Thirtieth day of April One Thousand Nine**

**簽署於一九九零年四月三十日。**

**Hundred and Ninety.**

**(Sd.) Mrs S LAM**

.....

**P. Registrar General**

**(Registrar of Companies)**

**Hong Kong**

**香港註冊總署署長暨公司註冊官**

**(註冊主任林黎小蘭代行)**

**ME draft**

**THE COMPANIES ORDINANCE (CAP. 622)**

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**Company Limited by Guarantee**

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**ARTICLES OF ASSOCIATION**

**OF**

**HONG KONG RUGBY UNION<sup>2</sup>**

**香港欖球總會**

Adopted by special resolution of the Company passed on 3 July 2015

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<sup>2</sup> Name altered by special resolution of the Company on 3 July 2015, with effect from 31 July 2015.

# Articles of Association

## Hong Kong Rugby Union

### 香港欖球總會

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# Agreed terms

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## 1. Defined terms and interpretation

### 1.1 Defined terms

In these Articles unless the context otherwise requires:

**Annual General Meeting** means an annual general meeting of the Members held in accordance with Article 10.

**Associate Member** means a Member of the Company admitted as an Associate Member under Article 9.3 and **Associate Membership** shall be construed accordingly.

**Auditor** means the auditor of the Company from time to time.

**Blocked Member** has the meaning given in Article 9.11(c).

**Board** means the Board of Directors established by Article 14.

**Commencement Date** means 3 March 2014, being the date on which the Ordinance came into operation.

**Company** means Hong Kong Rugby Union (香港欖球總會).<sup>3</sup>

**Company Secretary** includes any person appointed by the Board to perform any of the duties of company secretary and where two or more persons are appointed to act as joint secretaries shall include any one of those persons.

**Delegate** means a delegate of the Company appointed in accordance with Article 18.

**Director** means a director of the Company as referred to in Article 12.

**Directors' Election Rule** means the general rule in relation to the election of Directors on a three year cycle referred to in Article 12.4(a);

**Extraordinary General Meeting** has the meaning given in Article 10.2(b).

**General Meeting** means a meeting of the Members of the Company and may be an Annual General Meeting or an Extraordinary General Meeting of the Company.

**Indemnified Person** has the meaning given in Article 16.1.

**Intermediate Member** means a Member of the Company admitted as an Intermediate Member under Article 9.3 and **Intermediate Membership** shall be construed accordingly.

**Junior Member** means a Member of the Company admitted as a Junior Member under Article 9.3 and **Junior Membership** shall be construed accordingly.

**Laws of the Game** means the laws of Rugby stipulated by World Rugby (formerly known as the International Rugby Board).

**Member** means a member of the Company whether an Associate Member, Junior Member, Intermediate Member, Senior Member or Original Senior Member and **Membership** shall be construed accordingly.

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<sup>3</sup> Name altered by special resolution of the Company on 3 July 2015, with effect from 3 July 2015.

**Mentally Incapacitated Person** means a person who is found under the Mental Health Ordinance (Cap. 136, Laws of Hong Kong) to be incapable, by reason of mental incapacity, of managing and administering his or her property and affairs.

**New Entity** has the meaning given in Article 9.10(a)

**Ordinance** means the Companies Ordinance (Cap. 622), Laws of Hong Kong, including the related subsidiary legislation.

**Original Senior Member** means a Member of the Company listed in Annexure I to these Articles and **Original Senior Membership** shall be construed accordingly.

**person** includes any public body and any body of persons, corporate or unincorporated, and this definition shall apply notwithstanding that the word "person" occurs in a provision creating or relating to an offence or for the recovery of any fine or compensation.

**Predecessor Ordinance** means the predecessor Ordinance (as defined in section 2(1) of the Ordinance).

**President** means the president of the Company appointed in accordance with Article 17.1.

**Proxy Notice** has the meaning given in Article 10.6(c).

**Reporting Documents** has the meaning given in Article 22.2(a).

**Resignation Notice** has the meaning given in Article 9.13(b).

**Resigning Member** has the meaning given in Article 9.13(b).

**Rugby** means the sport of rugby union, played in accordance with the Laws of the Game and, where the context so permits, Touch.

**Seal of the Company** has the meaning given in Article 23.1.

**Senior Member** means a Member of the Company admitted as a Senior Member under Article 9.3 and **Senior Membership** shall be construed accordingly.

**Subsidiary** means a subsidiary of the Company.

**Term** means the period for which a Director shall be elected to hold office at an Annual General Meeting. A Term for one year, two years or three years shall expire at the conclusion of the first, second or third Annual General Meeting following the Annual General Meeting at which a Director is elected and "year" in Article 12 shall be construed accordingly.

**Touch** means the sport of Touch, played in accordance with the laws of the game stipulated by the Federation of International Touch.

**Transitional Period** means the period from the date of the adoption of these Articles until the Annual General Meeting in 2017.

**Vice-President** means any person appointed as vice-president (including an honorary vice-president) of the Company in accordance with Article 17.2(a).

**Youth** includes mini, schools and colts.

## 1.2 Interpretation

- (a) The principles of interpretation set out in the Interpretation and General Clauses Ordinance, Chapter 1, Laws of Hong Kong shall apply to these Articles.



- (b) Other words and phrases used in these Articles have the same meaning as in the Ordinance as in force on the date these Articles are adopted by the Company.
- (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. Words importing any gender include the other genders.
- (e) Reference to any statute or statutory provisions shall be construed as relating to any statutory modification or re-enactment thereof for the time being in force.
- (f) Headings are for ease of reference only and shall not affect interpretation.
- (g) 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 do not apply

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 Company.

## 3. Name of the Company

The name of the Company is Hong Kong Rugby Union (香港欖球總會).<sup>4</sup>

## 4. Situation of registered office

The registered office of the Company shall be situated in Hong Kong.

## 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 Company in the event of it being wound up while it is a Member, or within one year afterwards, for the payment of the debts and liabilities of the Company contracted before it ceases 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\$100.

## 6. Objects

The objects for which the Company is formed are:

- (a) to administer, encourage and promote in every way the sports of Rugby and Touch in Hong Kong and elsewhere; and

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<sup>4</sup> Name altered by special resolution of the Company on 3 July 2015, with effect from 3 July 2015.

- (b) to facilitate cooperation between its Members and provide a structure of governance for the benefit and support of its Members in furtherance of their collective promotion of Rugby and Touch.

## 7. Jurisdiction

The Company is a recognised authority for Rugby and Touch in Hong Kong and as such the Company may:

- (a) make rules binding on the Members and on the individual members of each Member and generally regulate the affairs of the Company;
- (b) determine the eligibility of individuals to represent the Company in Rugby and Touch events and competitions;
- (c) provide for the adequate representation of Hong Kong in Rugby and Touch at regional and international events and competitions; and
- (d) suspend, disqualify, fine or otherwise deal with any Member which, or any officer or any player who, has transgressed any of these Articles or any rules made thereunder or has practiced, counselled, or sanctioned any conduct arising out of or in connection with Rugby or Touch which conduct is in the opinion of the Company, unfair, ungentlemanly or damaging to the interests of Rugby or Touch.

## 8. Powers

### 8.1 Application of income and property

- (a) The income and property of the Company, however derived, shall be applied solely towards the promotion of the objects of the Company as set out in Article 6.
- (b) No member of the Board shall be appointed to any salaried office of the Company or any office of the Company paid by fees and no remuneration or other benefit in money or money's worth (except as provided in Article 8.1(d) below) shall be given by the Company to any member of the Board.
- (c) Nothing herein shall prevent the payment, in good faith, by the Company of reasonable and proper remuneration to any officer or servant of the Company in return for any services supplied by him or her to the Company.
- (d)
  - (i) Subject to sub-clause (ii) below, none of the income or property of the Company may be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever to any Member.
  - (ii) The requirements under sub-clauses (b) and (d)(i) above do not prevent:
    - (A) such payments, subventions, support, benefits and assistance to a Member as the Board may decide from time to time in the furtherance of its objects, including for the purposes of assisting any Member in relation to its administration, operations, participation in, and support of, Rugby and Touch matches and competitions, payments of expenses, employment of professional assistance, access to Rugby coaching, professional players and referees, safety, medical and first aid, and hospitality facilities at matches and competitions.

- (B) reasonable and proper remuneration to a Member for any goods or services supplied by him or her to the Company;
  - (C) reimbursement to a Member or a member of the Board for out-of-pocket expenses properly incurred by him or her for the Company;
  - (D) interest on money lent by a Member or a member of the Board to the Company at a reasonable and proper rate which must not exceed 2% per annum above the prime rate prescribed for the time being by The Hong Kong and Shanghai Banking Corporation Limited for Hong Kong dollar Loans;
  - (E) rent to a Member or a member of the Board for premises let by him or her to the Company: Provided that the amount of the rent and the other terms of the lease must be reasonable and proper; and such member must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion; and
  - (F) remuneration or other benefit in money or money's worth to a body corporate in which a Member or a member of the Board 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.
- (e) No person shall be bound to account for any benefit he or she may receive in respect of any payment properly paid in accordance with Articles 8.1(c) and (d) above.

## 8.2 Officers' expenses

The Company may pay any travelling, accommodation or other expenses properly incurred by a Director, President, Vice President or Delegate in connection with:

- (a) their attendance at:
  - (i) meetings of the Board or committees of Directors; or
  - (ii) General Meetings; or
- (b) the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## 8.3 Disposal of Assets after Winding-Up or Dissolution

If upon the winding up or dissolution of the Company 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 if and so far as effect can be given to the next provision, shall be given or transferred to some other Hong Kong institution having objects similar to the objects of the Company 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 Company under or by virtue of Article 8.1 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 Hong Kong Special Administrative Region 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 Hong Kong.

## 8.4 General

- (a) Every cheque or other bill of exchange drawn in the name of the Company shall be signed in accordance with the Company's Director Guidelines or other such policy as approved by the Board from time to time.
- (b) No addition, alteration or amendment shall be made to or in these Articles of Association of the Company for the time being in force, unless such addition, alteration or amendment has previously been submitted to and approved by the Registrar of Companies in writing or is made under a direction given under section 104(2)(b) or 105 of the Ordinance.
- (c) The Company shall not form a subsidiary or hold a controlling interest in another body corporate, unless the formation of such a subsidiary or the holding of such a controlling interest has previously been approved by the Registrar of Companies in writing.

## 8.5 Powers

Without limiting section 115 of the Ordinance, the Company may (but with no obligation to do so):

- (a) engage in and undertake any commercial activities or ventures which it deems appropriate to raise revenue (including by way of sponsorship or the selling of merchandise or tickets to events) with a view to providing ongoing financial resources to support the Company's activities;
- (b) use and apply all or any of its income, property, rights or benefits as the Board may from time to time think fit for the promotion of Rugby and the benefit and support of its Members and for such other purposes as the Board may from time to time in its absolute discretion decide and for all such purposes to sell, realise, convert, pay or dispose of all or any of the income, property, rights or benefits of the Company or transfer, assign or vest all or any of the same to or in any person whomsoever (including a Member) and on such terms as the Board may approve notwithstanding that the net assets of the Company 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 Company by virtue of such use and application and whether unconditionally or subject to such terms and conditions as the Board may in its absolute discretion decide;
- (c) act as an investment holding vehicle, including by holding securities in any company or other investment vehicles;
- (d) subscribe for, become a member of and cooperate with any other Rugby body or association whether incorporated or not, and become a member of any Rugby boards, unions or federations as the Board sees fit;
- (e) provide opportunities for participation in Rugby, including by promoting, participating in or holding organised Rugby competitions at mini, colts, youth, women, national league, championship and premiership club levels;
- (f) develop and support coach and player education and development at all levels;
- (g) prevent infringements of the rules and regulations relating to Rugby or other improper and dishonourable practices, including by developing, supporting and providing match officials;
- (h) recognise the services and contributions of individuals to the Company and Rugby generally by appointing them to honorary categories in a roll of honour in categories that

may include President, Vice President, Honorary Members and Hall of Famers, and confer privileges and publicity in connection with these appointments;

- (i) borrow money, give guarantees and mortgage or charge the undertaking or property of the Company and issue debentures, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party;
- (j) co-operate with or assist any association, club or person in any way in which the Board shall think fit, and to enter into or adopt any agreement or arrangement with such association, club or person;
- (k) participate in, promote and hold, either alone or jointly with any other association, club, or person, Rugby events and competitions in Hong Kong or elsewhere, and to offer, give or contribute towards trophies, medals and awards and to promote, give or support entertainments;
- (l) if thought fit, give the whole or part of the profits or assets of the Company to and, where appropriate administer, any charitable, educational, sports or benevolent institution, project or person;
- (m) promote, provide for, regulate and manage any arrangements for the benefit of institutions, organizations, associations or clubs concerning Rugby competitions, and to do or provide for any such matters and things as may be considered necessary or ancillary to the comfort, conduct, conveyance, convenience or benefit of players, Members, officials, visitors and of the public, or of any other persons concerned or engaged in such competitions;
- (n) promote, organize, finance and manage, either alone or jointly with any other association, club, or person, tours or visits to places outside Hong Kong, of teams or individuals to participate in, or attend, Rugby competitions, or exhibitions, seminars or conferences;
- (o) promote, organize, invite, finance and manage, either alone or jointly with any other Rugby union, association, club, or body of persons, the visit to Hong Kong of teams or individuals to participate in rugby union football competitions or exhibitions, seminars or conferences;
- (p) purchase, take on lease, or in exchange, 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 Company, and to sell, demise, mortgage, give in exchange, or dispose of the same or any part thereof;
- (q) hire and employ executives, administrators, secretaries, clerks, managers, coaches, instructors, servants, 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 Company, salaries, wages, allowances, gratuities and pensions, or other benefits in kind;
- (r) 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;

- (s) to take out insurance and pay the premiums therefore, in respect of any or all insurable risks which may affect the Company or any other company, association, firm or person, including without limitation, player injury, cancellation of events and public liability; and
- (t) make representations to authorities and governments in relation to any matters affecting the interests of Rugby.

## 9. Membership

### 9.1 Classes of Membership

The Company shall have the following classes of membership:

- (a) Original Senior Membership;
- (b) Senior Membership;
- (c) Intermediate Membership;
- (d) Junior Membership; and
- (e) Associate Membership.

### 9.2 Number of Members

The number of Members shall not exceed 100. The Original Senior Members and such other persons as are admitted to Membership in accordance with the Articles shall be the Members of the Company. No person shall be admitted to Membership unless approved by the Board.

### 9.3 Eligibility and admission

- (a) Application for Membership shall be made in such manner as the Board may decide.
- (b) Admission as a Member shall require only a simple majority vote of the Board.
- (c) Before admitting an applicant to Associate Membership the Board must be satisfied that the applicant:
  - (i) is a properly constituted club, sports association, society or other group of persons according to law, custom or practice;
  - (ii) has as one of its principal objects, the promotion and active encouragement of the playing of Rugby;
  - (iii) has a sufficient number of members to enable it to participate in Rugby games, competitions, tournaments, events and programmes conducted under the jurisdiction of the Company, including participation by its individual membership as players, coaches, committeemen, officials, administrators or referees; and
  - (iv) should be admitted to Associate Membership, at the overall discretion of the Board.
- (d) Before admitting an applicant to Junior Membership the Board must be satisfied that the applicant:
  - (i) has been an Associate Member of the Company for a period of not less than one year;
  - (ii) continues to satisfy the criteria in Article 9.3(c);
  - (iii) has been represented at General Meetings;

- (iv) is willing to provide over the course of each year a pool of not less than three of its individual members who may be called upon to serve on the sub-committees of the Company;
  - (v) has made a positive contribution towards the promotion and active encouragement of the playing of Rugby;
  - (vi) has paid any annual subscription due in accordance with Article 9.5; and
  - (vii) should be elevated to Junior Membership, at the overall discretion of the Board.
- (e) Before admitting an applicant to Intermediate Membership the Board must be satisfied that the applicant at or (where relevant) for the period ending immediately prior to the relevant application:
- (i) continues to satisfy the criteria in Article 9.3(d);
  - (ii) has been represented by at least three XV a side Rugby teams which have played in men's or women's leagues organised by the Company for at least five complete consecutive seasons;
  - (iii) has been represented by a women's XV a side Rugby team (which may also comprise one of the three teams required in Article 9.3(e)(ii) or in addition to the three teams required by Article 9.3(e)(ii));
  - (iv) has been represented by a minis Rugby section and/or colts Rugby section either as part of the applicant's club or affiliated with the club comprising at least four full and independent teams and which is recognised as being a member of either the Hong Kong Mini Rugby Football Union or the Hong Kong Colts Rugby Association; and
  - (v) should be elevated to Intermediate Membership, at the overall discretion of the Board.
- (f) Before admitting an applicant to Senior Membership, the Board must be satisfied that the applicant continues to satisfy the criteria in Article 9.3(e) for a further continuous period of five years.
- (g) Those Members listed in Annexure I to these Articles are Original Senior Members.
- (h) The Board will consider each application for Membership at the next meeting of the Board after the application is received or otherwise as soon as practicable after receipt of the application. In considering an application for Membership, the Board may (in their sole and absolute discretion):
- (i) accept or reject the application; or
  - (ii) ask the applicant to give more evidence of qualification or eligibility for Membership.
- (i) If the Board asks for more evidence under Article 9.3(h)(ii), their determination of the application for Membership is deferred until such evidence is given. The Board is not required to provide any reasons for rejecting an application for membership or granting a particular category of Membership.

#### **9.4 Register of Members**

- (a) The names of the Members of the Company shall be entered in a Register of Members to be kept at the registered office of the Company.
- (b) An applicant for Membership becomes a Member when the applicant's name is entered in the Register of Members.

#### **9.5 Subscriptions**

- (a) After admission as a Member, every Member shall be liable to pay to the Company in each year an annual subscription of such sum (if any) as shall from time to time be decided by the Board and confirmed at a General Meeting.
- (b) Annual subscriptions shall be paid within six months of receipt of a notice or demand for payment.

#### **9.6 Member's voting rights**

- (a) An Associate Member shall have the right to appoint one (1) non-voting representative to attend General Meetings.
- (b) A Junior Member shall have the right to appoint one (1) voting representative with one (1) vote to attend General Meetings.
- (c) An Intermediate Member shall have the right to appoint one (1) voting representative with two (2) votes to attend General Meetings.
- (d) A Senior and an Original Senior Member shall have the right to appoint one (1) voting representative with three (3) votes to attend General Meetings.
- (e) Each Intermediate Member, Senior Member and Original Senior Member shall, in exercising their votes, cast all of their votes either for or against a candidate or resolution and shall be unable to split their votes.
- (f) No Member shall be entitled to vote at any General Meeting unless all moneys payable by it to the Company in its capacity as Member, and which have been outstanding for more than one month after they fell due for payment, have been paid.

#### **9.7 Adjustment to lower Membership Level**

- (a) A Junior, Intermediate or Senior Member who within any year fails to satisfy the criteria in Articles 9.3(d), (e) or (f) respectively shall in the absence of an explanation satisfactory to the Board upon being so requested, on receipt of notice from the Board revert to an Associate, Junior or Intermediate Member respectively (with only the rights available to such Member).
- (b) Upon application being made by the Member in such manner as the Board may decide, the Board may reinstate a Member to which Article 9.7(a) applies to its previous Membership status.
- (c) The Board cannot adjust an Original Senior Member's Membership to a lower level of Membership. For the avoidance of doubt, this does not prevent suspension or termination of an Original Senior Member in accordance with Article 9.11.

#### **9.8 Adjustment to higher level of Membership**

- (a) A Member may apply for admission to the next higher level of Membership in such manner as the Board may decide.



- (b) Before admitting a Member to the next higher level of Membership, the Board must be satisfied that the Member satisfies the criteria in Articles 9.3 (d), (e) or (f), as the case may be.

## 9.9 Conditions of Membership

- (a) Each Member agrees to abide by these Articles and any rules made hereunder, to observe the principles and the Laws of Rugby and the laws of Touch and to accept and abide by all decisions of the Board.
- (b) Members agree to be responsible for their actions and those of their individual members and to account to the Board for such actions if called upon to do so.

## 9.10 Member restructure

- (a) If a Member proposes to undertake an internal restructure or any form of reorganisation that would have the effect of transferring the Rugby operations of that Member to a new legal entity (**New Entity**), the Member must apply to the Board requesting its Membership be transferred to the New Entity.
- (b) Application for transfer of Membership to the New Entity shall be made in such manner as the Board may decide and the Board may, in its sole discretion, approve or refuse an application to transfer a Membership to a New Entity on such terms and conditions as it may decide.

## 9.11 Motion for suspension or termination

- (a) The Board may on due cause of whatever nature being shown, including cessation of eligibility for membership in accordance with the relevant criteria set out in Articles 9.3(c), (d), (e), (f) or (g) suspend any Member from Membership for such period as the Board shall think fit or terminate any Member's Membership.
- (b) Every motion for the suspension or termination of a Member's Membership shall be considered at a Board meeting. Such a motion shall not be deemed carried except by a three quarters majority vote of the Directors holding office on the day that the motion is considered.
- (c) A Member shall be given not less than 14 days' notice of the Board meeting at which suspension or termination of its Membership is to be considered and of the grounds on which suspension or termination of its Membership is sought and such Member (**Blocked Member**) shall be entitled to submit representations to that meeting either orally or in writing.
- (d) A Blocked Member may, by written notice delivered to the Board within 14 days following a Board meeting at which a motion to suspend or terminate its membership is carried, appeal against the decision of the Board, and the following shall apply:
  - (i) the appeal shall be heard by the Members in General Meeting; and
  - (ii) decisions of the Members shall be final.
- (e) A Blocked Member's Membership shall be automatically suspended from the date of the decision of the Board to suspend or terminate its Membership until such time as the Blocked Member's Membership is reinstated by the Members or terminated by the Board/Members.
- (f) A Blocked Member may apply to have their Membership reinstated, such application to be made in such manner as the Board shall decide.

- (g) The Board may, in its sole discretion, reinstate a Blocked Member on such terms and conditions as it may decide.

## 9.12 Bankruptcy or liquidation

A Member who has been adjudicated bankrupt, had a trustee, receiver or liquidator appointed, made a composition with its creditors or has had an order made by a Court for its winding up or deregistration shall automatically cease to be a Member provided that the Board may reinstate the Member upon such terms and conditions as it may decide.

## 9.13 Resignation

- (a) No Member shall resign from the Company unless and until it has given the Board written notice of its intention to do so, giving full and complete disclosure of its reasons for doing so and has complied with all reasonable requests by the Board for information, meetings and discussion.
- (b) Subject to Article 9.13(a), a Member (**Resigning Member**) may resign from the Company by giving written notice of resignation to the Chairman addressed to the registered office of the Company (**Resignation Notice**) such resignation to take effect at the Rugby season end immediately following the giving of the Resignation Notice and upon completion of the fixture list for that season, unless the Board shall permit such resignation to occur earlier.
- (c) The resignation of a Resigning Member does not affect the Resigning Member's obligations to the Company as at the date of the Resignation Notice and the Resigning Member is required to fulfil any such obligations, including the completion of all fixtures for the relevant season and any obligations under any subvention agreement.
- (d) If the Board requests, the Resigning Member must return any moneys received from the Company, under a subvention agreement or otherwise, that have not yet been used by the Resigning Member for the purposes for which such moneys were given, shall indemnify the Company for all claims, losses, expenses, liabilities and damages which the Company may incur or pay in connection with the Resigning Member (including any obligations which the Company may have in respect of the Resigning Member's contracted players) and the Resigning Member shall pay to the Company such compensation as the Board may decide is fair in relation to any non-performance of the Resigning Member's obligations to the Company.
- (e) A Resignation Notice cannot be revoked without the approval of the Board.
- (f) Following resignation, a Resigning Member may subsequently apply for Membership as if it were a new applicant applying for Membership under Article 9.3. For the avoidance of doubt, a Resigning Member will not be entitled to be admitted to its previous level of Membership solely by reason of its previous Membership unless the Board, in its absolute discretion, so decides.
- (g) On resignation from the Company becoming effective, the Resigning Member's name shall be removed from the Register of Members kept under Article 9.4.

## 9.14 Consequences of suspension and termination

- (a) A suspended Member and its individual members shall be prohibited from enjoying the privileges, benefits and rights of Membership of the Company for so long as any period of suspension of Membership shall continue.

- (b) On termination of a Member's Membership, the former Member's name shall be removed from the Register of Members kept under Article 9.4.

## 10. General meetings

### 10.1 Member representatives

- (a) Subject to Article 10.1(b), the elected chairman of each Member shall be deemed to be the representative of each Member appointed under Article 9.6.
- (b) If a Member has no elected chairman or the elected chairman of a Member is unable to attend any General Meeting or otherwise exercise his functions, a replacement representative may be nominated in writing addressed to the Company Secretary not less than 48 hours before the General Meeting to attend and otherwise exercise his functions. The Board may require this nomination to be delivered in a particular form.
- (c) The Associate Member representatives appointed under Article 9.6(a) may attend at General Meetings but may not vote.
- (d) Member representatives appointed under Article 9.6 must attend all General Meetings and must exercise their votes at such General Meetings, subject to the requirements of Article 9.6(e).
- (e) No person may be appointed as a representative or nominated as a replacement, unless they are an individual member of the Member concerned.
- (f) No person may be appointed or act as a representative or nominated or act as a replacement representative of more than one Member. For the avoidance of doubt, a person can be appointed a representative of one Member and also serve as a proxy for another Member under Article 10.6.
- (g) A Member representative who is elected as a Director shall immediately cease to be a Member representative.
- (h) No person may be appointed or act as a Member representative while he is a serving Director .

### 10.2 General Meetings

- (a) The Company must in each financial year of the Company 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 Board shall nominate.
- (b) All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- (c) An Extraordinary General Meeting may be convened at any time by the Board.
- (d) The Board is required to call a General Meeting if the Company 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.
- (e) A request made under Article 10.2(d) 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.

- (f) A request:
  - (i) may be sent to the Company by hand or post to the registered office of the Company or by electronic means (for example, by e-mail or fax) provided that the Company 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.

### **10.3 Board's duty to call general meeting requested by Members**

- (a) Directors required under Article 10.2(d) to call a General Meeting must call a General Meeting within 21 days after the date on which they become subject to the requirement.
- (b) A General Meeting called under Article 10.3(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 Company 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 the 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 10.3(c).
- (e) If the resolution is to be proposed as a special resolution, the Board are 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 Board does not call a general meeting in accordance with Article 10.3(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.

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

- (a) An Annual General Meeting shall be called by at least 21 days' notice in writing.
- (b) An Extraordinary General Meeting of the Company shall be called by at least 14 days' notice in writing.
- (c) Each notice shall be exclusive of the day on which it is deemed to be served.
- (d) The notice 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) if a resolution (whether or not a special resolution) is intended to be moved at the General Meeting, include:
    - (A) notice of the resolution;
    - (B) or be accompanied by a statement containing any information or explanation that is reasonably necessary to indicate the purpose of the resolution;

- (iv) if a special resolution is intended to be moved at the meeting, specify the intention and include the text of the special resolution; and
  - (v) contain a statement specifying a Member's right to appoint a proxy under section 596(1) of the Ordinance.
- (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 attend shall not invalidate the proceedings of any General Meeting.
  - (f) Notwithstanding Article 10.4(a) an Annual General Meeting may, with the prior approval of all Members, be called by shorter notice.
  - (g) Notwithstanding Article 10.4(b), an Extraordinary General Meeting of the Company may, with the prior approval of 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 he was 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.
  - (i) Prior to each Annual General Meeting, the Company Secretary shall calculate the number of votes held by each Member, the total number of votes and the number of votes that will therefore be required for a motion to pass and shall make such information available to the Members.

## 10.5 Entitlement to attend, speak and vote at General Meetings

The following persons shall be entitled to attend, speak and, save for Associate Members, vote at General Meetings:

- (a) One (1) appointed representative of each Original Senior Member and each Senior Member, all of whom shall have and must exercise three (3) votes;
- (b) One (1) appointed representative of each Intermediate Member, all of whom shall have and must exercise two (2) votes;
- (c) One (1) appointed representative of each Junior Member, all of whom shall have and must exercise one (1) vote;
- (d) One (1) appointed representative of each Associate Member, none of whom may exercise a vote;
- (e) the Directors, none of whom may exercise a vote;
- (f) the President and Vice-Presidents, none of whom may exercise a vote other than in the capacity as chairman of a General Meeting and exercising a casting vote in the event of an equality of votes; and
- (g) any other person as determined by the Board (even though they are not Members or otherwise entitled to exercise the rights of a Member in relation to a General Meeting), none of whom may exercise a vote.

## 10.6 Proxy

- (a) A Member is entitled to appoint 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) The appointing Member's rights will be exercised by the proxy Member's representative at that General Meeting and that representative 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 person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed;
  - (iii) is authenticated, or is signed on behalf of the Member appointing the proxy; and
  - (iv) is delivered to the Company 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 Board may require the Proxy Notices to be delivered in a particular form.
- (e) Unless a Proxy Notice indicates otherwise, it must be regarded as:
  - (i) allowing the person 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 that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.
- (f) A Proxy Notice does not take effect unless it is received by the Company:
  - (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.
- (g) An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- (h) 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 whatsoever until revoked.
- (i) A proxy's authority in relation to a resolution is to be regarded as revoked if the representative of a 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.

## 10.7 Proceedings at General Meetings

- (a) No business shall be transacted at any General Meeting unless a quorum of not less than sixty per cent (60%) of the persons entitled to vote 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 persons present shall constitute a quorum.
- (c) The President or in his absence, one of the Vice-Presidents shall preside as chairman at every General Meeting of the Company. If at any General Meeting the President or a Vice-President shall not be present within 15 minutes after the time appointed for holding the General Meeting, or if they shall have previously notified their intention of not being present, the Chairman or, in his absence, one of the Directors of the Company shall preside, or if no Director is present or willing to take the chair, those present shall choose one of their number to chair the meeting.
- (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 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 10.4 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;
  - (ii) by a Member or Member 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 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 Company 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 such manner as the chairman of the General Meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- (k) A poll demanded on the election of a chairman, 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 have no vote but in the event of an equality of votes, whether on a show of hands or on a poll, shall have and must exercise a casting vote.

## 10.8 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 Company Secretary in writing; and
  - (ii) the proposed amendment does not, in the reasonable opinion of the General Meeting chairman, materially alter the scope of the resolution.
- (b) The notice must be given by a person 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 a later time the General Meeting chairman determines).
- (c) If the General Meeting chairman, acting in good faith, wrongly decides that an amendment to an ordinary resolution is out of order, the vote on that resolution remains valid unless the Court orders otherwise.
- (d) A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:
  - (i) the General Meeting chairman 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.

## 10.9 Appointment of Scrutineer at General Meetings

- (a) For each General Meeting, the Board will appoint an independent person to attend that General Meeting and act as scrutineer in respect of all elections and other votes that take place at such General Meeting.
- (b) If so requested by a person (**Requestor**) who was a candidate in an election held at that General Meeting, the scrutineer will inform the Requestor how many votes were cast in the Requestor's favour in the election. The scrutineer must not disclose to the Requestor how many votes were cast for any of the other candidates, although the scrutineer may disclose to the Requestor how many votes were cast in favour of the candidate who was successful in the election: The Requestor will be obliged to keep any such information received from the scrutineer strictly confidential.
- (c) If so requested by a chairman (or secretary) of a Member having a right to vote, the scrutineer must inform them how their Member representative cast their vote at the General Meeting. The chairman (or secretary) will be obliged to keep any such information received from the scrutineer strictly confidential, except as such information may be needed to be used legitimately for good corporate governance of that Member organisation. For the avoidance of doubt, if a Member representative is found to have



exercised his vote other than in accordance with the mandate given to him by the relevant Member, the vote will stand as cast and on no account will be result of the vote or election be affected or changed.

- (d) If the chairman has been called upon to cast his casting vote at the General Meeting, the scrutineer may disclose to those attending the General Meeting how the chairman has cast the casting vote. On no account, however, may the scrutineer disclose to others how the chairman has cast his vote on any matter, unless the provisions of Articles 10.9(b) or 10.9(c) above apply.

## **10.10 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 Company;
- (e) the adoption of the accounts of the Company;
- (f) the consideration of the report of the Auditor;
- (g) the election of the Directors;
- (h) the appointment of the Auditor; and
- (i) the fixing of remuneration of the Auditor.

## **11. Company Directors - Transition**

The structure of the Board, the Term limits applicable to the Directors and the annual cycle of election for Directors are in transition. The transitional arrangements are set out in Annexure II to these Articles and the provisions in Article 12 below apply subject to them.

## **12. Company Directors**

### **12.1 Directors of Company established**

- (a) The Directors of the Company and their offices are set out in Annexure II.
- (b) The responsibilities of each Director shall be determined by the Board and may include chairing a sub-committee established under 14.5.

### **12.2 Restriction on body corporate being a Director**

A body corporate must not be appointed a Director.

### **12.3 Directors' Eligibility**

- (a) Only persons who are individual members of Junior Members, Intermediate Members, Senior Members or Original Senior Members of the Company and who are ordinarily resident in Hong Kong at the time of their election shall be eligible to be elected as Directors.
- (b) No person shall be eligible to be elected as Chairman unless that person either:

- (i) has at some time held office for a continuous period of not less than twelve (12) months as an elected chairman of a Member other than an Associate Member; or
  - (ii) has at some time been elected as a Director of the Company and served as such Director for a continuous period of not less than twelve (12) months.
- (c) No person shall be eligible to be elected as Director, Finance unless that person is a qualified accountant registered by the Hong Kong Institute of Certified Public Accountants, or being of equal status and a member of a recognised overseas chartered body.
- (d) Subject to Articles 12.3(f), (g) and (h), no person shall be eligible for election as a Director (other than as the Chairman) if at the time of their proposed election they have been a member of the Board for a period or periods aggregating to six years or more. Time served as a Director prior to the adoption of these Articles shall be counted for the purposes of this Article 12.3(d) and for Article 12.3(e).
- (e) Subject to Articles 12.3(f), (g) and (h), no person shall be eligible for election as the Chairman if at the time of their proposed election they have been a member of the Board for a period or periods aggregating to nine years or more.
- (f) Subject to Article 12.3(h), if a Director leaves the Board for a period or periods aggregating to two years or more, a period or periods prior to the commencement of such period or periods of absence shall not be counted for the purposes of Articles 12.3(d) or (e).
- (g) Time served as a Director appointed by the Board (as opposed to elected at an Annual General Meeting) shall not count for the purposes of Articles 12.3(d) or (e).
- (h) If the office of a Director or the Chairman is vacated for any reason prior to the end of Term, then (i) for the purposes of calculating the period or periods of Board membership for the purposes of to Articles 12.3(d) and (e), the Director or Chairman shall be deemed to have been a member of the Board until the Annual General Meeting next following such vacation; and (ii) the period or periods referred to in Articles 12.3(f) shall be deemed to commence on the date of that Annual General Meeting.

#### **12.4 Directors' Terms**

- (a) As a general rule, the Directors shall come up for election on a three-year cycle starting with the elections at the Annual General Meeting in 2017 as follows:-
- (i) Year One: Director of Youth;  
Director of Coaching and Performance;  
Director of Community;  
Director-General;
  - (ii) Year Two : Director of Finance;  
Director of Laws and Referees;  
Director-General;
  - (iii) Year Three: Chairman;  
Director of Facilities;  
Director of Women's.

- (b) In the event of a vacancy occurring among the Directors otherwise than upon the expiry of their Term, the Board may appoint any eligible person to fill such vacancy. Any person so appointed shall hold office only until the next following Annual General Meeting and may stand for re-election, subject to Article 12.4(c).
- (c) In order to preserve the Directors' Election Rule, a Director elected to an office at an Annual General Meeting otherwise than in accordance with the Directors' Election Rule shall hold that office until the Annual General Meeting at which that office would next come up for election in accordance with the Directors' Election Rule and, if eligible, may stand for re-election.

## 12.5 Election of Directors

- (a) Directors shall be elected at the relevant Annual General Meeting. No person may be elected to more than one office.
- (b) The election of Directors shall be conducted as follows:
  - (i) any two Members may nominate any eligible person to serve as a Director having previously received his assent. Nominations must be in writing, in a form approved by the Board in its absolute discretion, and must be deposited at the Company's registered office not less than 14 days before the time of the holding of the Annual General Meeting, unless the Board shall decide that a shorter period shall apply. Nominations must state the office that person will hold and a person may be nominated for election to more than one office on terms that if that person is elected to an office, the nomination of that person to all other offices shall be void. Each candidate may submit to the Company Secretary an election address of not more than 250 words;
  - (ii) nominations received in accordance with Article 12.5(b)(i) shall be notified by the Company Secretary to all Members:
    - (A) on the Company's website as soon as practicable after each nomination is received; and
    - (B) in any event, at least 21 days before the date of the Annual General Meeting, unless the Board shall decide otherwise;
  - (iii) balloting lists shall be prepared if necessary containing the names of the candidates only, in alphabetical order, for each vacant office. Each Member representative present at the Annual General Meeting shall be entitled to vote for one of the candidates nominated for each vacant office. Where an Intermediate Member, Senior Member or Original Senior Member votes, the representative of that Member shall apply all votes held by it as a Member to the same candidate;
  - (iv) if there is only one nominated candidate to fill a vacant office, the chairman of the General Meeting may declare that candidate to be elected to that vacant office;
  - (v) if there is no nominated candidate to fill a vacant office, the Board may appoint any eligible person to fill such vacant office, on terms that such person shall hold office only until the next following Annual General Meeting and may stand for re-election in which case Article 12.4(c) shall apply;
  - (vi) the candidate who receives the greatest number of votes in respect of each vacancy shall be elected to fill that vacancy;

- (vii) if any candidate after being elected declines to serve, the candidate who has the next largest number of votes shall be elected; and
- (viii) if two or more candidates obtain an equal number of votes, the person acting as chairman of the Annual General Meeting shall have and must exercise a casting vote.

## **12.6 Election of Directors–General**

Under the Director's Election Rule, the two Directors-General should not come up for election in the same year. However, they do so when they are first elected and they may do subsequently. In this event, the following provisions shall apply:-

- (i) the vacant offices shall be identified as Director-General (1) and Director-General (2);
- (ii) all nominations shall be deemed to be made for both vacant offices and shall be included on the balloting lists for both offices;
- (iii) the vote in relation to Director-General (1) shall be taken first and the result announced;
- (iv) the vote in relation to Director-General (2) shall then be taken (the person elected as Director-General (1) having been deleted from the balloting list) and the result announced; and
- (v) Article 12.4(c) shall apply to Director-General(s) elected pursuant to Article 12.6 with Director-General (1) holding office for the longest of the two relevant Terms.

## **12.7 Powers and functions of Directors**

Each Director shall have the powers and carry on such functions as may be assigned to him or her by the Board, or in rules made under these Articles by the Board for the carrying out of policies of the Company and the day to day management of the affairs of the Company.

## **13. Company Secretary**

- (a) The Board shall appoint a Company Secretary in accordance with the Ordinance for a term, at a remuneration and on such conditions as it thinks fit.
- (b) Subject to the Ordinance, the Board may remove the Company Secretary on such terms and conditions as it thinks fit.

## **14. Board**

### **14.1 Board established**

The Directors of the Company shall comprise the Board.

### **14.2 Board's general authority**

- (a) Subject to the Ordinance and these Articles, the business and affairs of the Company are managed by the Board, who may exercise all the powers of the Company including, without limitation, the powers set out in Article 8 which are not expressly reserved to the Company's Members.
- (b) An alteration of these Articles does not invalidate any prior act of the Board that would have been valid if the alteration had not been made.

- (c) The powers given by this Article are not limited by any other power given to the Board by these Articles or the Ordinance.
- (d) A Board meeting at which a quorum is present may exercise all powers exercisable by the Board.

### **14.3 Powers and functions of Board**

Without limiting the powers of the Board under Article 14.2, the Board shall have the following powers and functions:

- (a) to determine and settle all questions and disputes relating to Rugby which may be referred to it for decision;
- (b) to consider and approve policies, proposals or other recommendations in relation to the objects of the Company, its organization and day to day management and administration;
- (c) to appoint, dismiss and delegate to sub-committees such of the powers and functions of the Board, including the power to regulate their own procedure (including the appointment and removal of sub-committee members) provided that any such sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board;
- (d) to decide all matters affecting or concerning the Company or any of its Members (provided that any proposal for the modification of the eligibility criteria set out in Articles 9.3(c), 9.3(d), 9.3(e), 9.3(f) and 9.3(g) must, subject to Article 8.4(b), be approved by special resolution at a General Meeting); and
- (e) to make and enforce rules for the administration and control of the Company and Rugby in Hong Kong, including terms of references for its sub-committees and advisers, the organization, promotion, management, control and conduct of matches, competitions and events, with power to vary, amend, replace and repeal any such rules. All such rules shall be binding on the Directors and on all Members and on the individual membership of such Members provided that such rules may be modified or set aside by the Members in General Meeting.

### **14.4 Board may delegate**

- (a) Subject to these Articles, the Board may, if they think fit, delegate any of the powers that are conferred on it under these Articles:
  - (i) to any person or sub-committee (including a sub-committee established under Article 14.5, any Chief Executive Officer or other employee of the Company);
  - (ii) by any means (including by power of attorney);
  - (iii) to any extent and without territorial limit;
  - (iv) in relation to any matter; and
  - (v) on any terms and conditions.
- (b) If the Board so specifies, the delegation may authorize further delegation of the Board's powers by any person to whom they are delegated.
- (c) The Board may:
  - (i) revoke the delegation wholly or in part; or
  - (ii) revoke or alter the terms and conditions of the delegation.

## 14.5 Appointment of sub-committees

- (a) Without prejudice to the generality of Article 14.3(c), the Board may appoint such sub-committees for specific purposes or tasks, (including sub-committees corresponding to the offices held by each Director), as it considers necessary or expedient for carrying on the business of the Company, including matters relating to administration, development, coaching, national selection, matches, fixtures, tournaments, tours, discipline, suspension or termination of Membership, appointment of referees, investment of funds not immediately required to be expended in pursuance of the objects of the Company, entertainment, social activities or any other thing. Sub-committee members shall be members or officers of Members of the Company.
- (b) Each sub-committee shall comprise such number of persons as are considered necessary, including the Chairman of the Company as an ex officio member. A sub-committee shall have powers to co-opt additional members. Such additional sub-committee members are not required to be members or officers of Members of the Company.
- (c) A sub-committee shall have powers and carry out such functions as may be assigned to it by the Board or in rules made under these Articles. Each sub-committee shall make recommendations to the Board and can only make decisions or bind the Company in any way if the Board has expressly delegated such powers to the sub-committee in accordance with Article 14.4.
- (d) Each sub-committee corresponding to an office held by a Director shall be chaired by the Director holding that office. The chairman of any other sub-committee shall be appointed by the Board from among persons who are officers or individual members of Members. Each sub-committee chairman shall have a vote and a casting vote which must be exercised in the event of an equality of votes.
- (e) If the Board has not made rules relating to the conduct of sub-committees, Article 14.6 relating to decision-taking by the Board will apply, with any necessary modifications to meetings of the sub-committees.

## 14.6 Meetings of the Board

- (a) The Board shall meet together for the dispatch of business, adjourn and otherwise regulate its meetings and business as it may think fit. The Board may meet as often as it may determine but shall hold at least eight (8) meetings per annum.
- (b) Meetings of the Board may be summoned by the Chairman or his or her nominee at any time or within four (4) days of receipt of a written request signed by not less than three Directors setting out the reasons for such a meeting. Not less than seven days' notice, specifying the objects of such a meeting, shall be given.
- (c) Any Director may waive notice of any meeting and any such waiver may be retroactive. Where such waiver of notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted by it.
- (d) The Chairman shall preside at all Board meetings. Should the Chairman not be present 15 minutes after the time appointed for the Meeting, or, if he or she has previously notified their intention of not being present, those assembled shall elect a Director to chair the meeting from among their own numbers.
- (e) The quorum for a Board meeting shall be established by the attendance of not less than four Directors of whom at least one shall be the Chairman or the Director, Finance. If within half an hour from the time appointed for the Board meeting, a quorum is not

present, the Board meeting shall stand adjourned to the same day in the next week at the same time and place.

- (f) If at the adjourned Board meeting, the Chairman or the Director, Finance is not present within half an hour from the time appointed for the adjourned Board meeting, any six Directors shall constitute a quorum.
- (g) Those assembled shall each have and must exercise one vote. In the event of an equality of votes, the Chairman shall have and must exercise a casting vote in addition to his own vote. No vote of the Board may be exercised by proxy.
- (h) Except as otherwise specified in these Articles, voting on all motions of which notice has been given shall require a simple majority.
- (i) Voting on all motions shall be by show of hands unless not less than two-thirds majority request voting by poll in which case a poll shall be taken.
- (j) No motion shall be discussed at a Board meeting unless notice of that motion is given prior to the meeting, unless the Chairman consents in which case voting on such motion shall require a two-thirds majority vote.
- (k) All acts done by any meeting of the Board shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director, be as valid as if every such person had been duly appointed.
- (l) A resolution in writing signed by all Directors for the time being entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held.
- (m) A meeting of the Board may be held at two or more venues simultaneously using any technology that gives the Directors as a whole a reasonably opportunity to participate.
- (n) The Directors must ensure that the Company keeps a written record of every decision taken by the Board under this Article 14.6 for at least 10 years from the date of the decision.

## 15. Conflicts of interest

If a Director is in any way (directly or indirectly) interested in a transaction, arrangement or contract with the Company that is significant in relation to the Company's business and the Director's interest is material, the Director must declare their interest in accordance with section 536 of the Ordinance.

## 16. Officers' indemnity and insurance

### 16.1 Indemnity

- (a) A Director, former Director, President, former President, Vice-President, former Vice-President, Delegate or former Delegate (each an **Indemnified Person**) may be indemnified out of the Company's assets against any liability incurred by the Indemnified Person to a person other than the Company or a Subsidiary in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or Subsidiary (as the case may be).
- (b) Article 16.1(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 Company, or a Subsidiary, in which judgment is given against the Indemnified Person;
  - (C) in defending civil proceedings brought on behalf of the Company by a Member or a member of a Subsidiary, in which judgment is given against the Indemnified Person;
  - (D) in defending civil proceedings brought on behalf of a Subsidiary by a member of the Subsidiary or by a member of 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 16.1(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 16.1(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 16.1(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.

## 16.2 Insurance

The Board may purchase and maintain insurance, at the expense of the Company, for an Indemnified Person, or a director of a Subsidiary, 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 Company or Subsidiary (as the case may be); or
- (b) any liability incurred by the Company in defending any proceedings (whether civil or criminal) taken against the Company for any negligence, default, breach of duty or breach of trust (including fraud) in relation to the Company or Subsidiary (as the case may be).



## 17. President and Vice-Presidents

### 17.1 President

- (a) The President will hold office for a term of three years.
- (b) The term of three years normally will commence immediately after the Annual General Meeting at which the previous President's term of office expired, and will continue until the third Annual General Meeting of the Company following his taking office as President. If such third Annual General Meeting is held more than 12 months after the previous Annual General Meeting, meaning that in total the President's term will exceed three years, the President will continue to hold office until such third Annual General Meeting is held under Article 10.
- (c) The President will be elected by the Board, with the Chairman having an additional casting vote in the event of a tied vote. The vote to elect the new President will take place as soon as possible after the conclusion of the Annual General Meeting at which the previous President's term of office expired.
- (d) The President may not, while he is President, hold any office as Director or employee of the Company.
- (e) If any of the matters listed in Article 19.2 apply in respect of the President, his office will be vacated. His position will be filled using the procedure set out in Article 17.1(c) above. The replacement President will hold office for the balance of the term of the person that he replaces as President.
- (f) The office of the President also will be vacated if, at any time, not less than seven of the 10 Directors resolve that the President should be replaced. If the office of the President becomes vacant in this manner, his position will be filled using the procedure set out in Article 17.1(c) above. The replacement President will hold office for the balance of the term of the person that he replaces as President (but this Article 17.1(f) will apply to the person so appointed as President).
- (g) No person shall be eligible to be elected as President unless that person either:
  - (i) is a Vice-President elected under Article 17.2(a)(i); or
  - (ii) has at some time been elected as a Director of the Company and served as a Director for a continuous period of not less than two years.

### 17.2 Vice-Presidents

- (a) The Board may elect any number of:
  - (i) Vice-Presidents from among persons who have given exceptionally meritorious service to Rugby, as determined by the Board; and
  - (ii) Honorary Vice-Presidents from among persons who, by reason of their position or otherwise, can be expected to bring special influence to matters affecting the Company.
- (b) Persons elected as Vice-Presidents under Article 17.2(a)(i) shall hold office for life.
- (c) Persons elected as Honorary Vice-Presidents under Article 17.2(a)(ii) shall hold office until the first Board meeting after the Annual General Meeting next following their election, when they may be re-elected as Honorary Vice-Presidents.

- (d) No persons actively involved in the administration of the Company may be elected as an Honorary Vice-President.
- (e) No Vice-President or Honorary Vice-President may participate in the management of the Company or, exercise any vote in that capacity (other than Vice Presidents acting in the capacity of chairman of a General Meeting and exercising a casting vote in the event of an equality of votes in accordance with Articles 10.7(c) and 10.7(l)).

## 18. Delegates

- (a) The Board may elect any number of Delegates for specific purposes.
- (b) Persons elected under Article 18(a) shall hold office for any period that the Board determines and the Board may terminate an election at any time. If the Board determines a Delegate shall hold office for any period longer than one year, the Board must approve the election annually.
- (c) No Delegate shall be appointed to any salaried office of the Company or any office of the Company paid by fees and no remuneration or other fees may be paid to a Delegate.
- (d) Notwithstanding Article 18(c), the Company may confer such non-monetary benefits to the Delegate as the Board determines.

## 19. Tenure of office and disqualification

### 19.1 Taking of office

Newly elected Directors, Presidents and Vice-Presidents of the Company shall take office before the expiry of seven (7) days after their election during which time such steps as may be expedient for the management of the affairs of the Company shall be taken.

### 19.2 Disqualification from office

The office of a Director shall be vacated if a Director:

- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (b) ceases to be a director under the Ordinance or the Predecessor Ordinance or is prohibited from being a director by law;
- (c) becomes a Mentally Incapacitated Person;
- (d) is convicted of an indictable offence;
- (e) resigns his office by notice in writing to the company given in accordance with Section 464(5) of the Ordinance;
- (f) for more than six months has been absent without the Board's permission from Board meetings held during that period;
- (g) ceases to be ordinarily resident in Hong Kong;
- (h) is directly or indirectly interested in any contract with the Company and fails to declare the nature of this interest in a matter required by Section 536 of the Ordinance; or
- (i) is removed from office by an ordinary resolution passed by the Members at a General Meeting.

## 20. Appointment of Auditor

### 20.1 Application of Article 20.2

- (a) Article 20.2 applies to each financial year of the Company beginning on or after the Commencement Date.
- (b) Before Article 20.2 applies to the Company, the Predecessor Ordinance shall apply.

### 20.2 Appointment of Auditor

The Auditor must be appointed in accordance with section 394 of the Ordinance and, where applicable, reappointed in accordance with section 403 of the Ordinance.

## 21. Accounting records

### 21.1 Application of Articles

- (a) Article 21.2 applies to each financial year of the Company beginning on or after the Commencement Date.
- (b) Before Article 21.2 applies to the Company, the Predecessor Ordinance shall apply.

### 21.2 Accounts and audit

- (a) Subject to the Ordinance:
  - (i) the Company must keep accounting records that comply with sections 373(2) and 373(3) or the Ordinance;
  - (ii) the accounting records must be sufficient:
    - (A) to show and explain the Company's transactions;
    - (B) to disclose with reasonable accuracy, at any time, the Company's financial position and financial performance; and
    - (C) to enable the Directors 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 Company, and the matters in respect of which the receipt and expenditure takes place; and
    - (B) a record of the Company's assets and liabilities.
- (b) Subject to the Ordinance:
  - (i) the accounting records shall be kept at the registered office of the Company, or at such other place or places as the Board may decide; and
  - (ii) wherever the accounting records of the Company are kept, shall be open to the inspection of the Board at all times without charge.
- (c) The Board 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 Company shall be open to the inspection of persons other than the Board.

## 22. Reporting Documents

### 22.1 Application of Article 22.2

- (a) Article 22.2 applies to each financial year of the Company beginning on or after the Commencement Date.
- (b) Before Articles 22.2 apply to the Company, the Predecessor Ordinance shall apply.

### 22.2 Reporting documents

- (a) Subject to the Ordinance, the Board must, in respect of each financial year, lay before the Company in General Meeting the financial statements, the 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 22.2(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 each Reporting Document shall, not less than 21 days (or any shorter period as the Members having the right to vote may unanimously agree) before the General Meeting, be sent to every Member of the Company.
- (d) Subject to the Ordinance, the Company 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 a copy of the summary financial report for the financial year instead of the Reporting Documents. If the Company sends a copy of the summary financial report, such copy must be sent to the Members at least 21 days before the date of the relevant General Meeting.

## 23. Seal of the Company

### 23.1 Seal of the Company

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

### 23.2 Execution of documents without applying common seal

- (a) Notwithstanding Article 23.1, the Company may execute a document as if the document had been executed under the Seal of the Company without actually applying the Seal of the Company if:
  - (i) the Directors have authorized the document to be executed as if under the Seal of the Company;

- (ii) the document is expressed (in whatever words) to be executed by the Company; and
  - (iii) the document is signed in accordance with Article 23.2(b).
- (b) For the purpose of Article 23.2(a), the Company may execute a document by having it signed on the Company's behalf by:
  - (i) any two Directors; or
  - (ii) any of the Directors and the Company Secretary.

## 24. No right to inspect accounts and other records

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

- (i) an enactment;
- (ii) an order under section 740 of the Ordinance;
- (iii) the Board; or
- (iv) an ordinary resolution of the Company.

## 25. Notices

### 25.1 Notices and Members' addresses

- (a) Every Member shall register with the Company an address in Hong Kong to which notices will be sent. Members shall notify the Company Secretary in writing of every change of its registered address. 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 its last known place of business or if there be none, by posting the same for three days at the registered office of the Company.
- (b) Subject to the Ordinance, notice may be given:
  - (i) by hand to such Member personally;
  - (ii) by hand by leaving it at the registered address of the Member addressed to the Member;
  - (iii) by sending it by mail, postage paid, addressed to such Member at his 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 Company or by making it available on the Company's website; or
  - (v) by any other means authorised in writing by the Member concerned.
- (c) For the purposes of making available notices, documents or any other information to a Member on the Company's website, the Company shall notify that Member that such notice, document or other information has been made available on the Company's website in the manner prescribed by the Ordinance.
- (d) In each case mentioned in Article 25.1(b)(iv), the Member must have already consented, in the manner permitted in the Ordinance, to the Company communicating with such

Member in such form or manner. A Member may revoke its consent by sending a notice of revocation to the Company within such period and in such manner as may be specified under the Ordinance.

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

## **25.2 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 Hong Kong 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 Company's website, shall be deemed to have been served or delivered 48 hours following the time that such communication was sent;
- (d) if made available by the Company on its website, shall be deemed to have been served or delivered 48 hours from the later of:
  - (i) the time that such notice, document or other information was first made available on the Company's website; and
  - (ii) the time that a Member was notified of the presence of such notice, document or other information on the Company'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 Company has carried out the action it has been authorised to take for that purpose.

## **25.3 Notices to Directors**

- (a) Subject to these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by the Board may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such a notice or document for the time being.
- (b) A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

## **25.4 Counting of days' notice**

Subject to the Ordinance and Article 10.4(c) where a given number of days' notice or notice extending over any other period is required to be given, the day of service shall, but 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 Company may be written or printed.

## **25.5 Accidental omission to give notice**

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

# Annexure I - Original Senior Members

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1. Causeway Bay RFC
2. City RFC
3. Colts Association
4. DeA Tigers RFC
5. Gai Wu RFC
6. Hong Kong Cricket Club - Rugby Section
7. Hong Kong Football Club - Rugby Section
8. Hong Kong Mini Rugby Football Union
9. Hong Kong Police RFC
10. Hong Kong Scottish RFC
11. Hong Kong Society of Rugby Football Union Referees
12. Kowloon RFC
13. Rugby Union Club
14. Schools Association
15. Tai Po Dragons RFC
16. Valley RFC
17. Women's Rugby



# Annexure II – Company Directors Transitional Arrangements

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1. As at the date of the adoption of these Articles, the Directors of the Company hold the following offices:-

- (i) Chairman;
- (ii) Director of Facilities;
- (iii) Director of Youth;
- (iv) Director of Coaching;
- (v) Director of Finance;
- (vi) Director of Laws and Referees;
- (vii) Director of Clubs;
- (viii) Director of Development;
- (ix) Director of Marketing; and
- (x) Secretary.

2. With effect on and from the Annual General Meeting in 2015, the offices of Director of Clubs, and Director – Secretary shall be discontinued, the Director of Coaching shall be re-titled Director of Coaching and Performance, and the offices of two Directors-General shall be created.

3. With effect on and from the Annual General Meeting in 2016, the offices of Director of Development and Director of Marketing shall be discontinued and the offices of Director of Women's and Director of Community shall be created.

4. During the Transitional Period, the following elections will take place at the following Annual General Meetings and for the following Terms:-

- (i) At the Annual General Meeting in 2015, the Director of Finance, Director of Laws and Referees and the two new Directors-General shall be elected. All shall have a Term of three years, save for the second Director-General to be elected who shall have a Term of two years, that office coming up for election at the Annual General Meeting in 2017 for a Term of three years.
- (ii) At the Annual General Meeting in 2016, the Chairman, Director of Facilities and the new Director of Women's shall be elected for a Term of three years.
- (iii) Also at the Annual General Meeting in 2016, the Director of Youth, Director of Coaching and Performance and the new Director of Community shall be elected for a term of one year. At the Annual General Meeting in 2017, these offices shall come up for election for a Term of three years.

5. As a result of the above, from the Annual General Meeting in 2016, the Directors of the Company shall hold the following offices:-

- (i) Chairman;
- (ii) Director of Facilities;
- (iii) Director of Youth;
- (iv) Director of Coaching and Performance;
- (v) Director of Finance;
- (vi) Director of Laws and Referees;
- (vii) Director of Women's;
- (viii) Director of Community;
- (ix) Director-General;
- (x) Director-General.

The following table sets out the details of the initial subscribers of the Company on 27 November 1989:

Names, Addresses and Descriptions of Initial Subscribers	
James David Scott, C20 Mount Butler 111 Mount Butler Road Hong Kong Legislative Counsel	(Sd.) James David Scott
Hugh Moss General Forsgate, "Mountain Court" Apartment 11 No.11, Plantation Road The Peak Hong Kong Chairman, Urban Council	(Sd.) Hugh Moss Gerald Forsgate
Dermot Agnew, 5th Floor, K.Y. Mansion 4A Shiu Fai Terrace Stubbs Road Hong Kong Certified Public Accountant	(Sd.) Dermot Agnew
Richard Francis Airth, Ground Floor 12 Cape Road Chung Hom Kok Hong Kong Company Manager	(Sd.) Richard Francis Airth
Christopher Douglas Howarth 3rd Floor 343 Tai Hang Road Hong Kong Chartered Accountant	(Sd.) Christopher Douglas Howarth

Names, Addresses and Descriptions of Initial Subscribers

Andrew Hewit Lamont,  
10B, Glendale  
No.12 Deepwater Bay Road  
Shouson Hill  
Hong Kong  
Civil Servant

(Sd.) Andrew Hewit Lamont

Martin John Downey,  
Ground Floor  
104 Robinson Road  
Hong Kong  
Solicitor

(Sd.) Martin John Downey

Alan Kenneth Tong,  
2D  
3 Shouson Hill Road East  
Hong Kong  
Associate Chartered Accountant

(Sd.) Alan Kenneth Tong