

THE COMPANIES ORDINANCE (Chapter 32)

**Company Limited by Guarantee
and not having a Share Capital**

**MEMORANDUM OF ASSOCIATION
OF
HONG KONG LAWN BOWLS ASSOCIATION
香 港 草 地 滾 球 總 會**

- 1 The name of the Company (“the Association”) is “Hong Kong Lawn Bowls Association 香港草地滾球總會”.
2. The Registered Office of the Association will be situated in Hong Kong.
3. The objects for which the Association is established are:
 - (1) To promote the provision of a ground or grounds in Hong Kong and to provide guidance in the laying out and preparation of such ground or grounds for lawn bowls and other purposes of the Association, including pavilion, lavatories, refreshment rooms and other conveniences in connection therewith.
 - (2) To promote the sport of lawn bowls as a sport and pastime.
 - (3) To hold, arrange and participate in lawn bowls and other matches and competitions within or outwith Hong Kong, and offer and grant, or contribute towards the provision of prizes, awards, and distinctions.
 - (4) To subscribe to, become a member of, and co-operate with any other associations, whether incorporated or not, whose objects, are altogether or in part similar to those of this Association, or to co-operate with any department of Government or with any municipal body for the purpose of promoting the sport of lawn bowls and other sports and pastimes, provided that the Association shall not support with its funds

any Association which pays or transfers directly or indirectly any part of its income or property by way of dividends, bonus, or otherwise howsoever to its members to an extent at least as great as is imposed on the Association under or by virtue of Clause 4 below.

- (5) To buy, sell, and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required by persons frequenting the Association's grounds or grounds with which the Association is associated for the purposes of the Association.
- (6) To purchase, manage or associate in the management of, take on lease, or otherwise acquire any lands, buildings, easements, or property, real and personal, which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Association.
- (7) To raise money by subscriptions, and to grant any rights and privileges to subscribers for the purposes of the Association.
- (8) To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects.
- (9) To sell, manage, lease, mortgage, dispose of or otherwise deal with all or any part of the property whether real or personal of the Association for the purposes of the Association.
- (10) To borrow and raise money in such manner as the Association may think fit for the purposes of the Association.
- (11) To invest any moneys of the Association not immediately required for any of its objects in such manner as may from time to time be determined.
- (12) To make donations to local charities.
- (13) To do all such other lawful things as are incidental or conducive to the attainment of the above objects.

Provided that:-

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

- (ii) The objects of the Association shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
 - (iii) The powers set forth in the Seventh Schedule of the Companies Ordinance (Cap.32) are hereby excluded.
4. (1) The income and property of the Association, however derived, shall be applied solely towards the promotion of the objects of the Association as set out in this Memorandum of Association.
- (2) Subject to sub-clauses (4) and (5) below, no portion of the income and property of the Association shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever, to the members of the Association.
- (3) No member of the Council of Management or Governing Body of the Association shall be appointed to any salaried office of the Association, or any office of the Association paid by fees and no remuneration or other benefit in money or money's worth (except as provided in sub-clause (5) below) shall be given by the Association to any member of the Council of Management or Governing Body.
- (4) Nothing herein shall prevent the payment, in good faith, by the Association of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association not being a member of the Council of Management or Governing Body of the Association in return for any services actually rendered to the Association.
- (5) Nothing herein shall prevent the payment, in good faith, by the Association:-
- (a) to any member of its Council of Management or Governing Body of out-of-pocket expenses;
 - (b) of interest on money lent by any member of the Association or its Council of Management or Governing Body at a rate per year not exceeding 2% above the prime rate prescribed for the time being by The Hongkong And Shanghai Banking Corporation Limited for Hong Kong dollar loans;
 - (c) of reasonable and proper rent for premises demised or let by any member of the Association or of its Council of Management or Governing Body;
 - (d) of remuneration or other benefit in money or money's worth to a body corporate in which a member of the Association or of its Council of

Management or Governing Body 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.

- (6) No person shall be bound to account for any benefit he may receive in respect of any payment properly paid in accordance with sub-clauses (4) and (5) above.
5. The liability of the members is limited.
6. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up during the time that he is a member, or within one year afterwards, for payment of the debts and liabilities of the Association contracted before the time at which he ceases to be a member, and of the costs, charges and expenses of winding-up the Association, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding ten dollars.
7. If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, this shall not be paid to or distributed among the members of the Association; but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Association under or by virtue of clause 4 above, such institution or institutions to be determined by the members of the Association at or before the time of dissolution and in default thereof by a Judge of the High Court of the Hong Kong Special Administrative Region having jurisdiction in regard to charitable funds and, if this provision cannot be effected, then to some charitable object.
8. No addition, alteration or amendment shall be made to or in this Memorandum of Association or the Articles of Association for the time being in force, unless such alteration has previously been submitted to and approved by the Registrar of Companies in writing.
9. The Association 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.

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

Names, Addresses and Descriptions of Subscribers	
F. W. HOLLANDS, 249, Electric Road, Hong Kong, Government Servant.	D. T. SMITH, 1 Leighton Hill Flats, Hong Kong, Government Servant.
L. A. DA SILVA, 73 Robinson Road, Hong Kong, Government Servant.	ERIC J. LIDDELL, 20 Hereford Road Kowloon. Telecommunications Engineer.
A. BUCKLEY European Y. M. C. A. , Salisbury Road, Kowloon, Government Servant.	R. B. MARSHALL, 16 Stanley Terrance, Quarry Bay, Hong Kong, Engineer Foreman.
J. M. A. RAMJAHN, 387, Queen's Road East, Hong Kong, Merchant.	H. A. DE BARROS BOTELHO, Victoria Heights, 43A Stubbs Road, Hong Kong, Principal Crown Counsel.
J CHUBB, 26 Kimberley Road, Top Floor, Kowloon, Merchant.	A. P., PEREIRA, 114 Boundary Street, 1 st Floor, Kowloon, Mercantile Assistant.
J. S. A. CURREEM, 24 Leighton Road, Hong Kong, Solicitor's Clerk.	

Dated the 1st day of March, 1961.

WITNESS to the above signatures:

B. DOUGLASS
Hong Kong