

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
PARENT-TEACHER ASSOCIATION OF BONHAM ROAD GOVERNMENT
PRIMARY SCHOOL LIMITED
般咸道官立小學家長教師會有限公司

Incorporated the 1st day of March, 2010.

HONG KONG

No. 1425299

[COPY]
CERTIFICATE OF INCORPORATION
* * *

I hereby certify that

PARENT-TEACHER ASSOCIATION OF BONHAM ROAD GOVERNMENT
PRIMARY SCHOOL LIMITED
般咸道官立小學家長教師會有限公司

is this day incorporated in Hong Kong under the Companies Ordinance (Chapter 32 of the Laws of Hong Kong) and that this company is limited.

Issued on 1 March 2010.

(SD.) Ms Ada L L CHUNG

.....
Registrar of Companies
Hong Kong

Note:

Registration of a company name with the Companies Registry does not confer any trade mark rights or any other intellectual property rights in respect of the company name or any part thereof.

The Companies Ordinance (Chapter 32)

Company Limited by Guarantee
and not having a Share Capital

MEMORANDUM OF ASSOCIATION

OF

**PARENT-TEACHER
ASSOCIATION OF BONHAM ROAD GOVERNMENT PRIMARY SCHOOL
LIMITED
般咸道官立小學家長教師會有限公司**

1. Name

The name of the Company is “PARENT-TEACHER ASSOCIATION OF BONHAM ROAD GOVERNMENT PRIMARY SCHOOL LIMITED 般咸道官立小學家長教師會有限公司” (hereinafter called “the BRGPSPTA”).

2. Registered Office

The registered office of the BRGPSPTA will be situated in Hong Kong.

3. Objects

The BRGPSPTA is a non-profit making institution. The objects for which the BRGPSPTA is established are:

- 3.1 To promote the exchange of views and experiences among parents and teachers of the Bonham Road Government Primary School with a view to promoting quality education.

- 3.2 To carry out activities among the parents and teachers of Bonham Road Government Primary School to improve and enhance co-operation between families and school with a view to promoting quality education.
- 3.3 To make suggestions and proposals to relevant authorities in respect of matters on educational policies and co-operation between families and schools with the aim to advance education of students.
- 3.4 To support, assist and co-operate with other Parents Teachers Associations (“PTA”) and Federations of PTA of the Central and Western District to achieve any charitable objectives as the BRGPSPTA may think fit.
- 3.5 To carry out any other activities incidental to the objects of the BRGPSPTA.
- 3.6 To acquire and hold land and immovable property and to sell, develop and maintain such immovable property including the power to demolish and erect new buildings for achieving the objects of BRGPSPTA.
- 3.7 To set up and control funds for the objects of the BRGPSPTA.
- 3.8 To accept donations of money or gift of property, whether subject to any special trust or not, for any one or more of the objects of the BRGPSPTA.
- 3.9 To take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the BRGPSPTA.
- 3.10 To print and publish any non-profit making newspapers, periodicals, books or leaflets that the BRGPSPTA may think desirable for the promotion of the objects of the BRGPSPTA.
- 3.11 In furtherance of the objects of the BRGPSPTA but not otherwise, to sell, manage, lease, dispose of, or otherwise deal with all or any part of the property of the BRGPSPTA.

- 3.12 To invest and deal with the monies of the BRGPSPTA not immediately required for its objects, in or upon such investments, securities or property in a proper and prudent manner, subject nevertheless to such conditions (if any) and such consent (if any) as may from time to time be imposed or required by law.
- 3.13 To establish and support, and to aid in the establishment and support of, any other bodies or associations formed for all or any of the objects of the BRGPSPTA provided that the bodies or associations shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the BRGPSPTA under or by virtue of Clause 4 hereof.
- 3.14 To affiliate, amalgamate or join with any charitable companies, institutions, societies or associations having objects altogether or in part similar to those of the BRGPSPTA, which shall have powers to restrict the distribution of their income and property to members by way of profit, dividend or otherwise at least as great as is imposed under or by virtue of Clause 4 of the Memorandum of Association of the BRGPSPTA.
- 3.15 To do all such other lawful things as the BRGPSPTA shall consider to be incidental or conducive to the furtherance of the above objects.

Provided that:

- i. In case the BRGPSPTA shall take or hold any property which may be subject to any trusts, the BRGPSPTA 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 BRGPSPTA shall not extend to the regulation of relations between workers and employers or organizations of workers and organizations of employers; and
- iii. The powers set forth in the Seventh Schedule of the Companies Ordinance (Cap.32) are hereby excluded.

4. **No Distribution of Profit**

- 4.1 The income and property of the BRGPSPTA, however derived, shall be applied

solely towards the promotion of the objects of the Association as set out in this Memorandum of Association.

- 4.2 Subject to clauses (4.4) and (4.5) below, no portion of the income and property of the BRGPSPTA shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever, to the members of the BRGPSPTA.
- 4.3 No member of the Council of Management or governing body of the BRGPSPTA shall be appointed to any salaried office of the BRGPSPTA, or any office of the BRGPSPTA paid by fees and no remuneration or other benefit in money or money's worth (except as provided in clause (4.5) below) shall be given by the BRGPSPTA to any member of the Council of Management or governing body.
- 4.4 Nothing herein shall prevent the payment, in good faith, by the BRGPSPTA of reasonable and proper remuneration to any officer or servant of the BRGPSPTA or to any member of the BRGPSPTA not being a member of the Council of Management or governing body in return for any services actually rendered to the BRGPSPTA.
- 4.5 Nothing herein shall prevent the payment, in good faith, by the BRGPSPTA: -
- i. to any member of its Council of Management of out-of-pocket expenses;
 - ii. of interest on money lent by any member of the BRGPSPTA or its Council of Management 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;
 - iii. of reasonable and proper rent for premises demised or let by any member of the BRGPSPTA or of its Council of Management; and
 - iv. of remuneration or other benefit in money or money's worth to a body corporate in which a member of the BRGPSPTA or of its Council of Management 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.

4.6 No person shall be bound to account for any benefit he receives in respect of any payment properly paid in accordance with clauses (4.4) and (4.5) above.

5. **Limited Liability**

The liability of the members of the BRGPSPTA is limited.

6. **Contribution of Members**

Every member of the BRGPSPTA undertakes to contribute to the assets of the BRGPSPTA in the event of its being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the BRGPSPTA contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves. Such amount as may be required shall not exceed HONG KONG DOLLARS ONE ONLY (HK\$1.00).

7. **Winding Up**

If upon the winding up or dissolution of the BRGPSPTA there remains, after the satisfaction of all its debts and liabilities, any property whatsoever hereinafter called "The Remaining Property", this shall not be paid to or distributed among the members of the BRGPSPTA; but shall be given or transferred to some other institution or institutions, having objects similar to the objects of the BRGPSPTA, 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 BRGPSPTA under or by virtue of clause 4 above, such institution or institutions to be determined by the members of the BRGPSPTA 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. If this provision cannot be effected, then the Remaining Property shall be given or transferred to a charitable organization which is exempt from tax under section 88 of the Inland Revenue Ordinance at the discretion of the Liquidator responsible of the dissolution of the Association.

WE, the several persons whose names and addresses are given below, wish to form a Company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Signatories

Name: Mr. Fok Ming Fuk 霍銘福 (Sd.)

Address: Suite A, 47th Floor, Tower 6,
Bel-Air No. 8, 8 Bel-Air Peak Avenue,
Island South, Hong Kong.

Occupation: Accountant

Name: Mr. Tsang Kin Pang, Paul 曾健鵬 (Sd.)

Address: 8B, Lap Poon Building,
123-124 Connaught Road West,
Sai Ying Pun, Hong Kong.

Occupation: Accountant

Dated the 12th day of February, 2010.

WITNESS to the above signatures: -

(Sd.) Ip Ping Sum
Accountant
Room B, 19th Floor,
Empire Land Commercial Centre,
81-85 Lockhart Road, Wanchai,
Hong Kong.

The Companies Ordinance (Chapter 32)

Company Limited by Guarantee
And not having a Share Capital

ARTICLES OF ASSOCIATION

OF

**PARENT-TEACHER
ASSOCIATION OF BONHAM ROAD GOVERNMENT PRIMARY SCHOOL
LIMITED
般咸道官立小學家長教師會有限公司**

1. Interpretations

In these Articles, unless there is something in the context inconsistent therewith:

“BRGPSPTA” means Parent-Teacher Association of Bonham Road Government Primary School Limited 般咸道官立小學家長教師會有限公司.

“Councilor” means any person for the time being appointed as a member of the Council of Management of the BRGPSPTA.

“President” means the President of the BRGPSPTA for the time being.

“Retained Representative” means an ex-committee member of Parent-Teacher Association of the Bonham Road Government Primary School, who has been appointed as a Councilor of the BRGPSPTA by the members of the BRGPSPTA at the General Meeting.

“Month” and “Year” respectively means calendar month and calendar year.

“Ordinance” means the Companies Ordinance (Chapter 32 of the Laws of Hong Kong) and shall include all of its statutory amendments or substitution for the time being in force.

“Seal” means the common seal of BRGPSPTA.

“Secretary” means any person appointed to perform the duties of the secretary of the BRGPSPTA.

“The Office” means the registered office for the time being of the BRGPSPTA.

Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine.

The headings are inserted for convenience only and shall not affect the construction of these Articles.

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

These Articles shall be construed with reference to the provisions of the Ordinance and terms used in these Articles shall (if not inconsistent with the subject or context) be taken as having the same respective meanings as they have when used in the Ordinance.

2. Objects

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

3. Number of Members

3.1 The number of members of the BRGPSPTA is not to exceed 2,000.

3.2 The founder members to the memorandum of association shall be the first Members of the Association.

4. Qualification of Members

Any parents having kids studying in and teachers teaching in the Bonham Road Government Primary School verified by the relevant school shall be eligible to be a member of the BRGPSPTA.

5. Ultimate Governing Body

The members of the BRGPSPTA through the General Meeting are the ultimate governing body of the BRGPSPTA.

6. Admission, rights and obligation of Members

6.1 Application for admission of membership shall be made to the BRGPSPTA in writing for the approval of the Council of Management of the BRGPSPTA.

6.2 Upon the acceptance and approval of the application by the Council of Management of the BRGPSPTA and the payment of the membership subscription, the parent and teacher (subscription waived) shall become a member of the BRGPSPTA.

6.3 The Council of Management is entitled to call for General Meeting to terminate the membership of any member in breach of the Memorandum of Association of the BRGPSPTA and any paid membership subscription will not be refunded.

6.4 All membership of the BRGPSPTA shall be renewed automatically annually if annual membership subscription paid until the Federation receives from a member the official notice to resign from the BRGPSPTA.

6.5 Members shall have the obligation to observe the provisions of the Memorandum and Articles of the Association of the BRGPSPTA and abide by the decision of the Council of Management and assist in the development of the affairs of the BRGPSPTA.

6.6 Members shall have to pay the membership subscription within one month after it became due.

7. Resignation, cessation, termination and renewal of Membership

- 7.1 Any member may resign from membership of the BRGPSPTA by giving one month's notice in writing to the BRGPSPTA at its registered office of an intention so to do and upon the expiration of the notice the parent and teacher serving such notice shall cease to be a member.
- 7.2 Any member who fails to observe any regulation of the BRGPSPTA or who shall in the judgment of the Council of Management have been guilty of any act or practice or conduct calculated to bring discredit or disrepute to the BRGPSPTA, or to lower its status may be expelled from the BRGPSPTA by a resolution of the Council of Management at a special meeting called for that purpose. Such member shall be given not less than thirty days' notice to attend the aforementioned special meeting. Any member of the BRGPSPTA so expelled shall then cease to be a member of the BRGPSPTA subject to the following Articles.
- 7.3 Any member expelled from the BRGPSPTA by resolution of the Council of Management may, within seven days after having received notice of expulsion from the BRGPSPTA lodge an appeal against the decision of the Council of Management by requesting an extraordinary general meeting of the BRGPSPTA to be convened by the Council of Management. A majority of not less than two-thirds of the members present at the said extraordinary general meeting shall be required to annul the expulsion, with or without conditions imposed on the annulment.
- 7.4 Any member shall ipso facto cease to be a member of the BRGPSPTA: -
- 7.4.1 if it shall neglect or refuse to comply with any Article of Association of the BRGPSPTA or any Bye-law of the BRGPSPTA and after written notice is sent to him by registered post by the Honorary Secretary on the instructions of the Council of Management directing its attention to such neglect or refusal it fails to take any remedial action within a reasonable time as specified in the aforesaid written notice; or

7.4.2 if it fails to pay the annual subscription to the BRGPSPTA on three months after it has become due. Membership however may be reinstated if all subscription in arrears is paid by the relevant member.

7.5 Any member whose name has been removed from the Register of Members shall not be entitled to a refund of the subscription paid.

8. Subscription

8.1 The annual subscription shall be payable on application for admission to membership.

8.2 All members shall pay an annual subscription set by the Council of management by crossed cheque or other means in favor of the BRGPSPTA.

General Meetings

9. Annual General Meeting

The BRGPSPTA shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the BRGPSPTA and that of the next. Provided that so long as the BRGPSPTA holds its first annual general meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place, as the Council of Management think fit.

10. Extraordinary General Meeting

10.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.

10.2 The Councilors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition or, in default, may be convened by such requisitions provided by section 113 of the Ordinance. If at any time there are not within Hong Kong sufficient Councilors capable of acting to form a quorum, any Councilor or any two members of the BRGPSPTA may convene an extraordinary general

meeting in the same manner as nearly as possible as if that meeting may be convened by the Councilors.

11. Notice of General Meetings

An annual general meeting and a meeting called for the passing of a special resolution shall be called with at least 21 days' notice in writing, and a meeting of BRGPSPTA other than an annual general meeting or a meeting for the passing of a special resolution shall be called with at least 14 days' notice in writing. The notice period shall be exclusive of the day at which the notice is served or deemed to have been served and of the day for which it is given. The notice shall specify the place, the day and the hour of meeting and the nature of business to be discussed and decided and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by BRGPSPTA in general meeting, to such persons as are, under the Articles of BRGPSPTA, entitled to receive such notices from BRGPSPTA:

Provided that a meeting of BRGPSPTA shall, notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it is so agreed –

- (a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote at the meeting; and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than 90 percent of the total voting rights of all the members entitled to attend and vote at that meeting.

12. Accidental Omission

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

13. Proceedings at General Meetings

13.1 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets, and the

reports of the Councilors and auditors, the election of Councilors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors.

- 13.2. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and continues to be present until the conclusion of the meeting; save as otherwise provided 1/3 of all members or above present in person or by duly appointed representative or proxy shall be a quorum.
- 13.3. If within half an hour from the time set for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Councilors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time set for the meeting the members present shall be a quorum.
- 13.4. The President, shall preside as chairman at every general meeting of BRGPSPTA, or if there is no such president, or if he shall not be present within 15 minutes after the time set for the holding of the meeting or is unwilling to act or is absent from Hong Kong or has given notice to the BRGPSPTA of his intention not to attend the meeting, the Councilors present shall co-opt one present Councilor to be chairman of the meeting.
- 13.5. If at any meeting no Councilor is willing to act as chairman or if no Councilor is present within 15 minutes after the time set for holding the meeting, the representative or proxy of the members present shall co-opt one present representative or proxy of the members to be chairman of the meeting.
- 13.6. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted when the meeting adjourned other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice for resuming the meeting shall be given in the same

manner as that for the original meeting. Save as previously stated it shall not be necessary to give any notice for the resumption of an adjourned meeting and for the business to be transacted at the adjourned meeting.

13.7. The business to be transacted at an annual general meeting shall include: -

approval of the reports of the Council of Management, the Treasurer and the Auditors;

the appointment of Councilors; and

the appointment of Auditors.

14. Votes of Members

14.1 Every member present by duly appointed representative shall have one vote. Every member shall register with the BRGPSPTA a duly appointed representative for the purpose of receiving notices from the BRGPSPTA, attending general meetings of the BRGPSPTA and voting thereat.

14.2 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

(a) by the chairman; or

(b) by at least 8 members present by duly appointed representative or by proxy; or

(c) by members present or by duly appointed representative or proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

14.3 Unless a poll be 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 BRGPSPTA shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favor of or against such resolution. The demand for a poll may be withdrawn.

- 14.4 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 meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. Except as aforesaid, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 14.5 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
- 14.6 No objection shall be raised as to admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.
- 14.7 On a poll votes may be given either by the duly appointed representative of the members or by the proxy of the members and a person entitled to more than one vote need not use or cast all his votes or cast all the votes he is entitled to in the same way.
- 14.8 A member may attend by proxy any general meeting which he is entitled to attend by duly appointed representative and, on a poll but not otherwise, vote by proxy on any resolution at any such meeting on which he would, if present by duly appointed representative, otherwise be entitled to vote. A proxy need not be the duly appointed representative of any member of the BRGPSPTA.

15. **General Proxy**

An instrument appointing a proxy shall be in the following form and a form as near thereto as circumstances admit or such other form which the Council of Management may approve:

General Proxy

PARENT-TEACHER ASSOCIATION OF BONHAM ROAD GOVERNMENT
PRIMARY SCHOOL LIMITED 般咸道官立小學家長教師會有限公司

I, _____, of _____ being a member of the above-named BRGPSPTA hereby
appoint _____

of _____, or failing him,

of _____

as my proxy to vote for me on my behalf at the (annual or extraordinary, as the case may
be) general meeting of the BRGPSPTA to be held on the _____ day of _____ and at any
adjournment thereof.

Signed by the [member's name] this _____)

day of _____)

)

)

16. Special Proxy

Where it is desired to afford members an opportunity of voting for or against a
resolution the instrument appointing a proxy shall be in the following form or a form as
near thereto as circumstances admit or such other form which the Council of
Management may approve:

Special Proxy

PARENT-TEACHER ASSOCIATION OF BONHAM ROAD GOVERNMENT
PRIMARY SCHOOL LIMITED 般咸道官立小學家長教師會有限公司

I, _____, of _____ being a member of the above-named BRGPSPTA hereby appoint
of _____, or failing him,

of _____

as my proxy to vote for me on my behalf (*in favor of/against) the following resolutions
at the (annual or extraordinary, as the case may be) general meeting of the BRGPSPTA
to be held on the _____ day of _____ and at any adjournment thereof.

Signed by the [member's name] , this)
day of)
)
)

This form is to be used (*in favor of/against) the resolution.
Unless otherwise instructed, the proxy will vote as he thinks fit.

17. Execution of Proxy Form

An instrument appointing a proxy shall be signed by the appointer or his attorney.

18. Delivery of Proxy Form

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

19. Right of Proxy

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

20. Invalidation

A vote cast by proxy shall not be invalidated by the revocation of the appointment of the proxy or of the authority under which the appointment of the proxy was made provided that no notification in writing of such revocation shall have been received by the BRGPSPTA at the office at least 48 hours before the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time set for the taking of the poll at which the vote is cast.

21. Council of Management

The daily operation and management of the Association is delegated by the members of the BRGPSPTA to Council of Management of the BRGPSPTA. The names of the first Councilors shall be determined in writing by the founder members to the Memorandum and Articles of Association of the BRGPSPTA.

22. Powers and Duties of Council of Management

22.1 The operations of BRGPSPTA shall be managed by the Council of Management, who may pay all expenses incurred in promoting and registering the BRGPSPTA, and may exercise all such powers of the BRGPSPTA as are not, by the Ordinance or by the Articles of Association of the BRGPSPTA, required to be exercised by the BRGPSPTA in general meeting; subject nevertheless to the provisions of the Ordinance or the Articles of Association of the BRGPSPTA and to such regulations, being not inconsistent with these provisions, as may be prescribed by the BRGPSPTA in general meeting, but no regulation made by the BRGPSPTA in general meeting shall invalidate any prior act of the Council of Management which would have been valid if that regulation had not been made.

22.2. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the BRGPSPTA, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by at least two Councilors of the Council of Management.

23. Minutes

The Council of Management shall cause minutes to be made in books provided for purpose: -

- (a) of all appointments of officers made by the Council of Management;
- (b) of the names of the Councilors present at each meeting of the Council of Management and of any committee of the Council of Management;
- (c) of all resolutions and proceedings at all meetings of the BRGPSPTA, and of the Council of Management, and of committees of Council of Management.

and every Councilor and member of a committee present at any meeting of Council of Management shall sign his name in a book to be kept for that purpose.

24. General Councilors

24.1 The Council of Management shall be composed of the following Office bear: -

- (a) 1 President from Parents;
- (b) 2 Vice-Presidents, one from Parents and one from Teachers;
- (c) 2 Secretaries, one from Parents and one from Teachers;
- (d) 1 Treasurer from Parents;
- (e) 1 Assistant Treasurer from Parents;
- (f) 2 General Councilors for Publication, one from Parents and one from Teachers;
- (g) 3 General Councilors for Communication, one from Parents and two from Teachers;
- (h) 2 General Councilors for Recreational, one from Parents and one from Teachers;
- (i) 2 General Councilors for Academic, one from Parents and one from Teachers; and
- (j) 2 General Councilors for Extra-Curriculum Activities or Classes, one from Parents and one from Teachers;
- (k) 2 General Councilors for General Affairs, one from Parents and one from Teachers

24.2 The duties of the Councilors of the Council of Management shall be governed by the by-laws of the BRGPSPTA.

24.3 The Council of Management shall have the power to invite persons of distinction to be Honorary Patrons of the BRGPSPTA. Honorary Patrons may but need not be a member of the members of the BRGPSPTA and in either case shall not whilst acting as Honorary Patron have any of the liabilities of a member. At the invitation of President of the BRGPSPTA an Honorary Patron shall have the right to receive notice of and to attend but not to vote at meetings of the Council of Management, and otherwise shall have such rights and privilege as the Council of Management shall determine, provided that the Honorary Patron shall have no executive power or function.

25. Disqualification of Councilors

25.1 The office of a Councilor shall be vacated if he becomes bankrupt; of unsound mind; guilty of any criminal conviction; or if he resigns his office by notice in writing to the BRGPSPTA or if he fails to declare the nature of his interest in any contract with the BRGPSPTA in manner required by Section 162 of the Ordinance.

25.2 A Councilor may be vacated if he is not present for more than three times at the meeting of Council of Management without acceptable explanation.

26. Election of Councilors

26.1 The Councilors of the Council of Management shall be elected by members of the BRGPSPTA at the annual general meeting and the Councilors shall be co-opted to the posts listed under 27.1 by a poll conducted among themselves.

26.2 During the election of the Councilors of the Council of Management at the annual general meeting, the candidates nominated by the members of the BRGPSPTA and the Retained Representatives shall be required to declare any conflicts of interest, current and potential, if any.

26.3 Only candidates whose child studying in Primary One to Primary Five are eligible for election as Councilors.

27. Rotation of Councilors

- 27.1 The tenure of office of every Councilor of the Council of Management shall be two years. All Councilors of the Council of Management shall retire every two years at the annual general meeting of the BRGPSPTA but shall be eligible for re-election.

- 27.2 No Councilor shall hold the office of President for more than three continuous terms of office. No Councilor shall hold the office of Treasurer for more than three continuous terms of office.

- 27.3 The Council of Management shall have power at any time, and from time to time, to appoint or co-opt a duly appointed representative from a member of the BRGPSPTA as an additional Councilor of the Council of Management who shall retire from office at the annual general meeting next ensuing after his appointment as aforesaid, but shall be eligible for re-appointment.

- 27.4 The BRGPSPTA may from time to time by ordinary resolution increase or reduce the number of Councilors, and may also determine the basis for the rotation of office for the increased or reduced number of Councilors.

28. Proceedings of meetings of the Council of Management

- 28.1 The Council of Management shall at least hold four meetings each year. The quorum necessary for the transaction of the business of the Council of Management shall be half of the number of Councilors of the Council of the Management. A meeting of the Council of Management at which a quorum is present when the meeting proceeds to business shall be competent to exercise all powers and discretions for the time being exercisable by the Council of Management.

- 28.2. Resolutions at any meeting of the Council of Management shall be carried by a majority of votes. The Chairman of any meeting shall have a second or casting vote.

29. Secretaries

The duties of the Secretaries are to keep records of all meetings and to perform any

other secretarial duties.

30. The Seal

The Council of the Management shall provide for the safe custody of the seal, which shall only be used with authorization from the Council of the Management. Every instrument to which the seal shall be affixed shall be signed by a Councilor and countersigned by a President, Vice-President or Appointed Councilor and the Treasurer.

31. Accounts

31.1 The Council of Management shall cause proper books of account to be kept with respect to: -

- (a) all sums of money received and expended by BRGPSPTA and the matters in respect of which the receipt and expenditure takes place;
- (b) assets and liabilities of the BRGPSPTA.

Proper books shall not be deemed to be kept if no such books of account are kept as are necessary to give a true and fair view of the state of affairs of the BRGPSPTA and to explain its transactions.

31.2 The books of account shall be kept, subject to section 121(3) of the ordinance, at such place or places as the Council of Management thinks fit, and shall always be open to the inspection of the Council of Management.

31.3 The Council of Management shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the BRGPSPTA or any of them shall be open to the inspection of members not being Councilors, and no representatives of members (not being Councilors) shall have any right of inspecting any account or book or document of the BRGPSPTA except as conferred by statute or authorized by the Council of Management.

31.4 The Councilors shall from time to time, in accordance with sections 122 and 129D of the Ordinance, cause to be prepared and to be laid before the Council of Management at the general meeting such income and expenditure accounts,

balance sheets and financial report as are referred to in those sections.

31.5 A copy of every balance sheet (including every document required by law to be annexed to it) which is to be laid at the general meeting, together with a copy of the Councilors' report and a copy of the auditor's report, shall not less than 21 days before the date of the meeting be sent to every member of the BRGPSPTA; provided that this article shall not require a copy of those documents to be sent to any person of whose address the BRGPSPTA is not aware.

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

32. By-laws

32.1 The Council of Management shall have power to make such by-laws as may be necessary from time to time for the furtherance of the objects for which the BRGPSPTA is established and for regulating its operations and affairs and for regulating the conduct of General Meetings of the BRGPSPTA and Meetings of the Council of Management, provided that such by-laws be not repugnant to, or inconsistent with, the terms of Memorandum and Articles of Association of the BRGPSPTA.

32.2 The Council of Management may, at any time, and from time to time revoke or alter any by-laws.

33. Special Power

The BRGPSPTA may alter or add to the Articles of Association of the BRGPSPTA by a special resolution being passed at general meeting(s) for this purpose.

34. Notices

34.1 A notice may be given by BRGPSPTA to any members of the BRGPSPTA either by delivery or by sending it by post to its address registered with the BRGPSPTA for the attention of its duly appointed representative. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, stamping and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 48

hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

34.2 Notice of every general meeting shall be given in any manner hereinbefore authorized to:

- (a) each of the members of the BRGPSPTA entitled to attend and vote for the attention of its duly appointed representative at an address within Hong Kong registered with the BRGPSPTA except those members who have not supplied to the BRGPSPTA an address within Hong Kong for the giving of notices to them; and
- (b) the auditors for the time being of the BRGPSPTA.

35. **Winding Up**

The provisions of Clause 7 of the Memorandum of Association of the BRGPSPTA relating to the winding-up or dissolution of the BRGPSPTA shall have effect upon a special resolution being passed at the general meeting conducted for this purpose.

Names, Addresses and Descriptions of Signatories

Name: Mr. Fok Ming Fuk 霍銘福 (Sd.)

Address: Suite A, 47th Floor, Tower 6,
Bel-Air No. 8, 8 Bel-Air Peak Avenue,
Island South, Hong Kong.

Occupation: Accountant

Name: Mr. Tsang Kin Pang, Paul 曾健鵬 (Sd.)

Address: 8B, Lap Poon Building,
123-124 Connaught Road West,
Sai Ying Pun, Hong Kong.

Occupation: Accountant

Dated the 12th day of February, 2010.

WITNESS to the above signatures: -

(Sd.) Ip Ping Sum
Accountant
Room B, 19th Floor,
Empire Land Commercial Centre,
81-85 Lockhart Road, Wanchai,
Hong Kong.