

THE COMPANIES ORDINANCE (CHAPTER 622)

---

Company Limited by Guarantee  
and Not Having a Share Capital

---

**MEMORANDUM OF ASSOCIATION**

**OF**

**VOLLEYBALL ASSOCIATION OF HONG KONG, CHINA LIMITED**

**香港排球總會有限公司**

---

Definitions

In this Memorandum of Association :-

“Articles” means the articles of association of the Association;

“Associate Member” means a Member of the Association admitted as an Associate Member under Articles 10 and 11 and “Associate Membership” shall be construed accordingly;

“Board” means the Board of Directors of the Association;

“Full Member” means a Member of the Association admitted as a Full Member under Article 5 and “Full Membership” shall be construed accordingly;

“Member” means a member of the Association whether Associate Member or Full Member;

“Ordinance” means the Companies Ordinance, Chapter 622, Laws of Hong Kong.

“Executive Committee” means the Executive Committee appointed by the Board under Articles 42 and 59.

1. Name

The name of the Company is “**VOLLEYBALL ASSOCIATION OF HONG KONG, CHINA LIMITED** 香港排球總會有限公司” hereinafter called “the Association”.

2. Office

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

3. Objects

The objects for which the Association is established are:-

- (a) To acquire and undertake the properties and liabilities and to effect and carry out into execution the obligations, duties and general objects of the Association.
- (b) To administer, encourage and promote in every way the sport of volleyball in Hong Kong or elsewhere and take all such steps as it considers necessary for preventing infringement of the rules and regulations relating to the sport of volleyball or other improper or dishonourable practices and for protecting the same from abuses.
- (c) To be and remain a member of the Fédération Internationale de Volleyball (FIVB) and to abide by the regulations relating to volleyball as laid down by the FIVB, and to adhere to the rules of the FIVB, in regard to the administration of volleyball.
- (d) To be and remain a member of the Asian Volleyball Confederation.
- (e) To be and remain a member of the Sports Federation and Olympic Committee of Hong Kong, China.

- (f) To subscribe for, become a member of and co-operate with any other body of association whether incorporated or not, whose objects are altogether or in part similar to those of the Association.
- (g) To amalgamate, enter into partnership, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, company or association carrying on or engaged in or about to carry on or engage in any business or transaction which the Association is authorized to carry on or engage in or any business or transaction which is capable of being conducted so as directly or indirectly to benefit the objects of the Association and to take or otherwise acquire and hold shares or stock in or securities or and to subsidize or otherwise assist any such company or association, and to sell, hold reissue, with or without guarantee, or otherwise deal with, such shares or securities provided that such company or association shall prohibit the distribution of its income and property amongst its members to the extent at least as great as imposed on the Association under Clause 5 hereof.
- (h) To co-operate with or assist any association, club or body of persons in any way in which the Association shall think proper, and to enter into or adopt any agreement or arrangement with such association, club or body of persons.
- (i) To promote and hold, either alone or jointly with any other association, club, or body of persons, volleyball events and competitions and to offer, give or contribute towards trophies, medals and awards and to promote, give or support entertainments, and if thought fit to give the whole or part of the profits arising out of any of the events or competitions specified in this clause to and, where appropriate administer, any charitable, educational, sports or benevolent institution or project.
- (j) To promote, provide for, regulate and manage, in any of the required details or arrangements, including any arrangements for the benefit of institutions, organizations, associations or clubs, volleyball 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.

- (k) To promote, organize, finance and manage, either alone or jointly with any other association, club, or body of persons, tours or visits to places outside Hong Kong, of teams or individuals to participate in volleyball competitions, or exhibitions, seminars or conferences.
- (l) To promote, organize, invite, finance and manage, either alone or jointly with any other volleyball association, club, or body of persons, the visit to Hong Kong of teams or individuals outside Hong Kong to participate in volleyball competitions or exhibitions, seminars or conferences.
- (m) To 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 Association, and to sell, demise, mortgage, give in exchange, or dispose of the same or any part thereof.
- (n) To invest and deal with the moneys of the Association not immediately required to be expended in pursuance of the objects of the Association upon such securities and in such manner as may from time to time be determined and to delegate this power to trustees.
- (o) To borrow or raise, and give security for money by mortgage of any of the Association's property, or by the issue of, or upon, bonds, debentures, bills of exchange, promissory notes, and other obligations or securities of the Association by mortgage or charge upon all or any part of the property of the Association for the attainment of the objects of the Association.
- (p) To administer the funds of the Association.
- (q) To regulate competitions, matches and exhibitions, and to frame

rules for the regulation thereof, and to take all necessary steps to enforce such rules when made.

- (r) To hire and employ administrators, secretaries, clerks, managers, coaches, instructors, servants, workmen and other staff as and when required and to pay to them and to other persons in return for services rendered to the Association, salaries, wages, allowances, gratuities and pensions, or other benefits in kind.
- (s) To 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.
- (t) To take out insurance, and to pay the premiums therefore, in respect of any or all insurable risks which may affect the Association or any other company, association, firm or person, including, without limitation, player injury, cancellation of events and public liability.
- (u) To make representations to the Government of Hong Kong and other authorities in relation to any matters affecting the interests of volleyball.
- (v) For the purposes of the Association :-
  - (i) To appoint any trustees or agents to hold, administer and manage on behalf of the Association all or any part of the property and assets of the Association on such terms as to remuneration or otherwise as may be thought fit;
  - (ii) To employ any individuals and corporations for any of the objects of the Association and to remunerate them in return of any services rendered to the Association in such manner as the Board may think fit;

- (iii) To indemnify so far as the law permits any member of the Association or any Directors of the Association in respect of any action taken or to be taken or liability incurred or to be incurred by him in any action in connection with the furtherance of any object of the Association save and except where he was acting in bad faith or wilful neglect;
- (iv) To purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal property, and any rights or privileges which may be necessary or convenient for any object of the Association and to construct, erect, alter, manage, improve and maintain any buildings which may from time to time be deemed necessary or convenient for its purposes;
- (v) To build, rebuild, alter, vary, renew, maintain and repair any lands, buildings, or premises of the Association either alone or jointly with any other persons, companies or entities;
- (vi) To sell, grant leases or tenancies of, mortgages, dispose of, or in any way turn to account all or any of the property or assets of the Association as may be expedient for the promotion of any of its object as aforesaid and to do so for or without any consideration and subject to such terms and conditions as may be thought expedient;
- (vii) To borrow, raise and secure the payment of money by mortgage or other instruments, charging all or any of the property and assets of the Association (both present and future) and to issue any securities which the Association has power to issue by way of security, or in satisfaction of, or as security for any liability undertaken by it in furtherance of its object as aforesaid;
- (viii) To lend, invest and deal with the moneys and funds of the Association not immediately required for its purposes in or

upon such investments, securities or property (whether trustee securities or not) as may from time to time be determined by the Board subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;

- (ix) For the furtherance of any of the above objects of the Association to enter into any arrangements with any organisation or other institutions or with any government or authority, supreme, municipal, local or otherwise, and to obtain from any such organisation, institution, government or authority any rights privileges and concessions and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions; and
- (x) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any to them.

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. Jurisdiction

- (a) The Association is recognized as the authority for volleyball in

Hong Kong by the FIVB, the Asian Volleyball Confederation and the Sports Federation and Olympic Committee of Hong Kong, China.

- (b) The Association may :
  - (i) make rules binding on the Members of the Association and on the individual membership of such Members and generally regulate the affairs of the Association;
  - (ii) determine the eligibility of individuals to represent the Association in volleyball events and competitions;
  - (iii) provide for the adequate representation of Hong Kong in volleyball at regional and international events and competitions;
  - (iv) suspend, disqualify, fine or otherwise deal with any Member which, or any officer or any player who, has transgressed against any of the Articles or any rules made thereunder or has practiced, counselled or sanctioned any conduct arising out of or in connection with volleyball which conduct, is, in the collective opinion of the Association, unfair, ungentlemanly or damaging to the interests of volleyball.

5. Application of Income and Property

- (a) 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.
- (b) Subject to sub-clause (d) and (e) 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 any Members of the Association.
- (c) No Directors 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 (e) below) shall be given by the Association to any Director.

- (d) 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 Director in return for any services actually rendered to the Association.
- (e) Nothing herein shall prevent the payment, in good faith, by the Association:-
  - (i) to any Director of out-of-pocket expenses;
  - (ii) of interest on money lent by any member of the Association or the Board 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 Association or of the Board;
  - (iv) 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 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 parts of its votes.
- (f) 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 (d) and (e) above.

## 6. Limited Liability of Members

The liability of the Members is limited.

7. Contribution by Members

Every member of the Association undertakes to contribute to the assets of the Association, in the event of its being wound up while he is a Member, or within one year afterwards for payment of the debts and liabilities of the Association 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 amongst themselves, such amount as may be required not exceeding HK\$100.

8. Disposal of Assets after Winding Up or Dissolution

If upon the winding up or dissolution of the Association 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 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 among its or their members to an extent at least as great as is imposed on the Association under or by virtue of Clause 5 hereof, 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 and so far as effect cannot be given to such provision, then to some charitable object.

9. Accounts

True accounts shall be kept of the sums of money received and expended by the Association, and the matter in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the Association, and shall be open to the inspection of the Directors. Once at least in every year the accounts of the Association shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor.

10.

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 the signatories

(Signed)

HUI Chun Fui

(Signed)

Cheung Chi Wai

Address :

Dated the 16th day of August, 2012.

WITNESS to the above signatures:-

(Signed)

Leung Wun Man, Emba

Solicitor, Hong Kong SAR

THE COMPANIES ORDINANCE (CHAPTER 622)

---

Company Limited by Guarantee  
and Not Having a Share Capital

---

**ARTICLES OF ASSOCIATION**

**OF**

**VOLLEYBALL ASSOCIATION OF HONG KONG, CHINA LIMITED**

**香港排球總會有限公司**

---

1. Definitions and Interpretation

In these Articles unless the context otherwise requires :

“Associate Member” means a Member of the Association admitted as an Associate Member under Articles 10 & 11 and “Associate Membership” shall be construed accordingly;

“Board” means the Board of Directors of the Association.

“Executive Committee” means the executive committee appointed by the Board of Directors under Articles 46 and 63;

“Full Member” means a Member of the Association admitted as a Full Member under Article 5 and “Full Membership” shall be construed accordingly;

“Member” means a member of the Association whether Associate Member or Full Member;

“Director ” means a director of the Association.

“deliberative vote” means (i) in respect of a resolution, a vote in favour of the resolution, or a vote against the resolution, or an abstention from voting on that resolution; and (ii) for the purposes of an election, a vote in favour of a particular candidate or candidates as the case may be, or an abstention from voting;

“office-bearer” means an office-bearer as defined in the Societies Ordinance, Chapter 151, Laws of Hong Kong.

“Ordinance” means the Companies Ordinance, Chapter 622, Laws of Hong Kong.

“seal” means the common seal of the Association.

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

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 visible form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Ordinance or any statutory modification thereof in force at the date at which these Articles become binding on the Association.

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

Words and expressions importing the masculine gender include the feminine and neuter genders.

Words and expressions in the singular include the plural and words and expressions in the plural include the singular.

The Model Articles of Association prescribed in Schedule 3 of the Companies (Model Articles) Notice (Cap. 622H) for companies limited by guarantee does not apply to the Association and shall not form part of the Articles of the Association unless expressly stated herein.

## **Membership**

### 2. Classes of Membership

The Association shall have the following classes of membership :-

- (a) Full Membership; and
- (b) Associate Membership.

### 3. Number of Members

For the purpose of registration, the number of Members with which the Association proposes to be registered is 50, but the Board may from time to time register an increase of Members. No person shall be admitted to membership unless approved by the Board.

4. The founder members of the Association shall be the first Members. The first Members and such other persons or corporations as the Board shall admit to membership shall be Members of the Association.

### 5. Eligibility and Admission

- (a) All applications for memberships shall be in writing and signed by the applicants in such form as the Board may from time to time determine and shall be subject to the approval of the Board.
- (b) All Members, honorary president(s) or patrons of the Association shall abide by the Memorandum and Articles of Association of the Association.
- (c) The Board may from time to time determine the amount of entrance fee and annual subscription which a Member has to pay, if any.

- (d) Application for membership shall be made in such manner as the Board may decide.
  - (e) Admission as a Member shall require only a simple majority vote of the Board.
  - (f) Before admitting an applicant to Full Membership the Board must be satisfied that the applicant :
    - (i) has been an Associate Member of the Association for a period of sufficient duration as decided by the Board from time to time;
    - (ii) continues to satisfy the criteria in Article 11;
    - (iii) has made a positive contribution towards the promotion and active encouragement of the playing of volleyball; and
    - (iv) has paid any annual subscription due in accordance with Articles- ; and
    - (v) is a properly constituted club, sports association, society either registered with the Companies Registry in Hong Kong, registered or exempted under the Societies Ordinance, Chapter 151, Laws of Hong Kong, or otherwise being or properly affiliated to any schools, universities or educational institutions duly established and/or authorised in Hong Kong.
  - (g) Notwithstanding Article 5(a) to (f) above, the existing members of the formerly Volleyball Association of Hong Kong, China as listed in the Schedule 1 shall be admitted as Full Members.
6. When a Member ceases to be a Member of the Association, either by resignation otherwise, it shall forfeit all rights in and claim of the Association.
7. The rights and privileges of membership shall not be transferable.
8. Any Member may resign from membership by giving notice in writing to the Association of its intention so to do, and upon the expiration of such



notice, it shall cease to be a Member but shall nevertheless remain liable for and shall pay to the Association all monies which at the time of its ceasing to be a Member shall be due from it to the Association. Such Member shall on its resignation return to the Association any membership card, certificate or badge issued to it by the Association.

9. If any Member shall wilfully refuse or neglect to comply with the provisions of the Memorandum & Articles of Association of the Association, or shall be guilty of any conduct likely to be injurious to the Association, as the case may be, such Member shall be liable to expulsion by a resolution of the Board, provided that at least one week before the meeting at which such resolution is passed, the Member who is affected thereby shall be notified in writing by the Association thereof and shall be invited to attend the meeting and to give any explanation or defence, in writing or verbally, which it may think fit.

#### **Associate Members**

10. The Board may establish such classes of associate membership with such description and with such rights as they think fit and may admit and remove such associate members in accordance with such regulations as the Board shall make.
11. 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 volleyball; and
  - (iii) has a sufficient number of members to enable it to participate in games, competitions, tournaments, events and programmes conducted under the jurisdiction of the Association, including participation by its individual membership as players, coaches, committeemen, officials, administrators or referees.

### **Vice President(s) or Patrons**

12. The Board may appoint and remove any individual(s) as Vice President(s) or patrons of the Association and on such terms as they shall think fit. A Vice President or patron shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Association and shall also have the right to receive accounts of the Association when available to Members. No such Vice President(s) or patrons are or shall be regarded as Members of the Association for the purposes of the Memorandum & Articles of Association of the Association or the Companies Ordinance.

### **Organization of General Meetings**

13. General Meetings
  - (1) Subject to sections 611, 612 and 613 of the Ordinance, the Association must, in respect of each financial year of the Association, hold a general meeting as its annual general meeting in accordance with section 610 of the Ordinance.
  - (2) The President or the directors may, if they think fit, call a general meeting.
  - (3) If the directors are required to call a general meeting under section 566 of the Ordinance, they must call it in accordance with section 567 of the Ordinance.
  - (4) If the directors do not call a general meeting in accordance with section 567 of the Ordinance, the members who requested the meeting, or any 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.
14. Notice of general meetings
  - (1) An annual general meeting must be called by notice of at least 21 days in writing.

- (2) A general meeting other than an annual general meeting must be called by notice of at least 14 days in writing.
- (3) The notice is exclusive of—
  - (a) the day on which it is served or deemed to be served; and
  - (b) the day for which it is given.
- (4) The notice must—
  - (a) specify the date and time of the meeting;
  - (b) specify the place of the meeting (and if the meeting is to be held in 2 or more places, the principal place of the meeting and the other place or places of the meeting);
  - (c) state the general nature of the business to be dealt with at the meeting;
  - (d) for a notice calling an annual general meeting, state that the meeting is an annual general meeting;
  - (e) if a resolution (whether or not a special resolution) is intended to be moved at the meeting —
    - (i) include notice of the resolution; and
    - (ii) include or be accompanied by a statement containing any information or explanation that is reasonably necessary to indicate the purpose of the resolution;
  - (f) if a special resolution is intended to be moved at the meeting, specify the intention and include the text of the special resolution; and
  - (g) contain a statement specifying a member's right to appoint a proxy under section 596(1) of the Ordinance.
- (5) Paragraph (4)(e) does not apply in relation to a resolution of which—
  - (a) notice has been included in the notice of the meeting under section 567(3) or 568(2) of the Ordinance; or
  - (b) notice has been given under section 615 of the Ordinance.

- (6) Despite the fact that a general meeting is called by shorter notice than that specified in this article, it is regarded as having been duly called if it is so agreed—
  - (a) for an annual general meeting, by all the members entitled to attend and vote at the meeting; and
  - (b) in any other case, by a majority in number of the members entitled to attend and vote at the meeting, being a majority together representing at least 95% of the total voting rights at the meeting of all the members.

15. Persons entitled to receive notice of general meetings

- (1) Notice of a general meeting must be given to—
  - (a) every member;
  - (b) every director;
  - (c) every Vice President and patron, if any.
- (2) If notice of a general meeting or any other document relating to the meeting is required to be given to a member, the Association must give a copy of it to its auditor (if more than one auditor, to every one of them) at the same time as the notice or the other document is given to the member.

16. Accidental omission to give notice of general meetings

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

17. Quorum for general meetings

- (1) Two-third (2/3) of the Full Members present in person or by proxy constitute a quorum at a general meeting.
- (2) No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not

constitute a quorum.

18. Chairing general meetings

- (1) If the President is present at a general meeting and is willing to preside as chairperson at the meeting, the meeting is to be presided over by him or her.
- (2) The directors present at a general meeting must elect one of themselves to be the chairperson if—
  - (a) there is no President;
  - (b) the President is not present within 15 minutes after the time appointed for holding the meeting;
  - (c) the President is unwilling to act; or
  - (d) the President has given notice to the Association of the intention not to attend the meeting.
- (3) The Members present at a general meeting must elect one of their appointed representatives to be the chairperson if—
  - (a) no director is willing to act as chairperson; or
  - (b) no director is present within 15 minutes after the time appointed for holding the meeting.
- (4) A proxy may be elected to be the chairperson of a general meeting by a resolution of the Association passed at the meeting.
- (5) A proxy appointed by a member shall be an appointed representative of a member.

19. Attendance and speaking by non-members

- (1) Directors may attend and speak at general meetings, whether or not they are members of the Association.
- (2) The chairperson of a general meeting may permit other persons to attend and speak at a general meeting even though they are not—

- (a) members of the Association; or
- (b) otherwise entitled to exercise the rights of members in relation to general meetings.

## 20. Adjournment

- (1) If a quorum is not present within half an hour from the time appointed for holding a general meeting, the meeting must—
  - (a) if called on the request of members, be dissolved; or
  - (b) in any other case, be 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 directors determine.
- (2) If at the adjourned meeting, a quorum is not present within half an hour from the time appointed for holding the meeting, the member or members present in person or by proxy constitute a quorum.
- (3) The chairperson may adjourn a general meeting at which a quorum is present if—
  - (a) the meeting consents to an adjournment; or
  - (b) it appears to the chairperson 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.
- (4) The chairperson must adjourn a general meeting if directed to do so by the meeting.
- (5) When adjourning a general meeting, the chairperson must specify the date, time and place to which it is adjourned.
- (6) Only the business left unfinished at the general meeting may be transacted at the adjourned meeting.
- (7) If a general meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for an original meeting.

- (8) If a general meeting is adjourned for less than 30 days, it is not necessary to give any notice of the adjourned meeting.

## 21. General rules on voting

- (1) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles.
- (2) If there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, is entitled to a second or casting vote.
- (3) On a vote on a resolution on a show of hands at a general meeting, a declaration by the chairperson that the resolution—
  - (a) has or has not been passed; or
  - (b) has passed by a particular majority,

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

- (4) An entry in respect of the declaration in the minutes of the meeting is also conclusive evidence of that fact without the proof.

## 22. Errors and disputes

- (1) Any objection to the qualification of any person voting at a general meeting may only be raised at the meeting or adjourned meeting at which the vote objected to is tendered, and a vote not disallowed at the meeting is valid.
- (2) Any objection must be referred to the chairperson of the meeting whose decision is final.

## 23. Demand a poll

- (1) A poll on a resolution may be demanded—
  - (a) in advance of the general meeting where it is to be put to the vote; or
  - (b) at a general meeting, either before or on the declaration of the result of a show of hands on that resolution.
  
- (2) A poll on a resolution may be demanded by—
  - (a) the chairperson of the meeting;
  - (b) at least 2 Full Members present in person or by proxy; or
  - (c) any Full member or Full Members present in person or by proxy and representing at least 5% of the total voting rights of all the Full Members having the right to vote at the meeting.
  - (d) The instrument appointing a proxy is regarded as conferring authority to demand or join in demanding a poll on a resolution.
  
- (3) A demand for a poll on a resolution may be withdrawn.

#### 24. Number of votes a member has

- (1) On a vote on a resolution, whether on a show of hands at a general meeting or on a poll taken at a general meeting—
  - (a) every Full Member present in person has 1 vote; and
  - (b) every proxy present who has been duly appointed by a Full Member entitled to vote on the resolution has 1 vote.
  
- (2) No member shall be entitled to vote at any general meeting unless all moneys payable by it to the Association in its capacity as member, and which have been outstanding for more than 1 month after they fell due for payment, have been paid.

#### 25. Content of proxy notices

- (1) A proxy may only validly be appointed by a notice in writing (*proxy notice*) that—



- (a) states the name and address of the member appointing the proxy;
  - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - (c) is authenticated, or is signed on behalf of the member appointing the proxy; and
  - (d) is delivered to the Association in accordance with these articles and any instructions contained in the notice of the general meeting in relation to which the proxy is appointed.
- (2) The Association may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) If the Association requires or allows a proxy notice to be delivered to it in electronic form, it may require the delivery to be properly protected by a security arrangement it specifies.
- (4) A proxy notice may specify how the proxy appointed under it is to vote (or that the proxy is to abstain from voting) on one or more resolutions dealing with any business to be transacted at a general meeting.
- (5) Unless a proxy notice indicates otherwise, it must be regarded as—
- (a) 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
  - (b) 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.

26. Execution of appointment of proxy on behalf of member appointing the proxy

If a proxy notice is not authenticated, it must be accompanied by written evidence of the authority of the person who executed the appointment to execute it on behalf of the member appointing the proxy.

27. Delivery of proxy notice and notice revoking appointment of proxy

- (1) A proxy notice does not take effect unless it is received by the Association—
  - (a) for a general meeting or adjourned general meeting, at least 48 hours before the time appointed for holding the meeting or adjourned meeting; and
  - (b) for a poll taken more than 48 hours after it was demanded, at least 24 hours before the time appointed for taking the poll.
- (2) An appointment under a proxy notice may be revoked by delivering to the Association a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking the appointment only takes effect if it is received by the Association —
  - (a) for a general meeting or adjourned general meeting, at least 48 hours before the time appointed for holding the meeting or adjourned meeting; and
  - (b) for a poll taken more than 48 hours after it was demanded, at least 24 hours before the time appointed for taking the poll.

28. Effect of member's voting in person on proxy's authority

- (1) A proxy's authority in relation to a resolution is to be regarded as revoked if the member who has appointed the proxy—
  - (a) attends in person the general meeting at which the resolution is to be decided; and
  - (b) exercises, in relation to the resolution, the voting right that the member is entitled to exercise.
- (2) A Full Member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of the meeting or any adjournment of it, even though a valid proxy notice

has been delivered to the Association by or on behalf of the member.

29. Amendments to proposed resolutions

(1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if—

(a) notice of the proposed amendment is given to the Association secretary in writing; and

(b) the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.

(2) 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 chairperson of the meeting determines).\

(3) A special resolution to be proposed at a general meeting may be amended by ordinary resolution if—

(a) the chairperson of the meeting proposes the amendment at the meeting at which the special resolution is to be proposed; and

(b) the amendment merely corrects a grammatical or other non-substantive error in the special resolution.

(4) If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the vote on that resolution remains valid unless the Court orders otherwise.

**Organization Member acting by Representatives at Meetings**

30. Any corporation or organisation which is a member of the Association may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the Association, and the person so authorized shall be entitled to exercise the

same powers on behalf of the corporation or organisation which he represents as that corporation or organisation could exercise as if it were a member of the Association, Provided always that :-

- (a) In the event of a member's representative not being able to attend any General Meeting or otherwise exercise his functions, a replacement representative may be nominated by that member in writing addressed to the Secretary to attend and otherwise exercise his functions;
- (b) No person may be appointed as a representative or nominated as a replacement, unless he is a director, an office-bearer or a member of the governing body of the member concerned;
- (c) No person may be appointed or act as representative or be nominated or act as a replacement representative of more than one Member;
- (d) The names of the persons appointed as member representatives under this Article for the forthcoming year must be disclosed in writing addressed to the Secretary with copies of their Hong Kong Identity Cards and/or relevant identification and authorisation document(s) in such manner as required by the Board, in any event not less than seven (7) days before the Annual General Meeting; and
- (e) In case of any change or replacement of a member representative, the member concerned shall notify the Secretary in writing within 21 days of such change or replacement together with the same supporting documents under paragraph (d) above.

### **Directors/Board**

- 31. Unless otherwise determined by a General Meeting, the number of Directors shall be 9 and the names of the first Directors shall be determined in writing by the founder members of the Association.
- 32. No person shall be eligible for election and/or appointment as a Director unless :-

- (a) such person is the president, a director, office-bearer or member of the governing body of one Full Member nominated by that Full Member; or
  - (b) such person is nominated by majority of Directors with Full Membership of an existing Board.
33. The Directors shall be elected and/or appointed in a General Meeting of the Association or by the Board to fill casual vacancies so that the Board will be formed in accordance with the following :-
- (a) 7 Directors in the Board shall be each nominated by a Full Member respectively; and
  - (b) 2 Directors in the Board shall be nominated by the majority of Directors represented by Full Membership first elected.

Any person so appointed by the Board to fill casual vacancies shall hold office only until the next following Annual General Meeting and shall be then eligible for re-election or re-appointment, as the case may be.

34. Election of Directors

The election of the Directors shall be conducted as follows :-

- (a) Any 2 Full Members may nominate any eligible person to be a Director having previously received his assent. Each Full Member is entitled to nominate any number of such eligible persons not exceeding the number of vacancies. Nominations must be in writing and must be deposited at the Association's registered office not less than 21 days before the holding of the Annual General Meeting.
- (b) Nominations received in accordance with sub-clause (a) shall be notified by the Secretary to all Members at least 14 days before the Annual General Meeting.
- (c) Balloting lists shall be prepared if necessary containing the names

of the candidates only, in alphabetical order, for each vacant position and each Full Member representative present at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.

- (d) 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.

35. The Board shall comprise with Directors to fill the following offices :-

- (a) One President,
- (b) 6 Directors,
- (c) 2 Independent Directors.

36. The President shall be elected amongst the Directors represented with Full Membership.

37. The 7 Directors represented by Full Membership shall nominate 2 Independent Directors, who shall not be represented by Full Membership for appointment in the General Meeting or by the Board.

### **Borrowing Powers**

38. Subject to Clause 3 of the Memorandum of Association, the Board may exercise all the powers of the Association to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Association.

### **Powers and Duties of Board**

39. The business of the Association shall be managed by the Board, who may pay all expenses incurred in promoting and registering the Association, and may exercise all such powers of the Association as are not, by the

Ordinance or by these Articles, required to be exercised by the Association in general meeting, subject nevertheless to the provisions of the Ordinance or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Association in general meeting; but no regulation made by the Association in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

40. In particular, the Board shall have the following powers and functions :

- (a) to determine and settle all questions and disputes relating to volleyball in Hong Kong 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 Association, its organization and day to day management;
- (c) to decide all matters affecting or concerning the Association or any of its members (provided that any proposal for the modification of the eligibility criteria set out in Articles 5, 10 and 11 must be approved by special resolution at a General Meeting; and
- (d) to make and enforce rules for the administration and control of the Association and volleyball in Hong Kong, including terms of references for its committees, sub-committees and advisers, the organization, promotion, management control and conduct of matches competitions and events, and shall have 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.

41. The Board may from time to time and at any time by power of attorney appoint any Association, firm or person or body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Association for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to

such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorize any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

42. The Board may, from time to time, appoint committees consisting of such persons as they think fit. The Board may delegate any of their powers to such committees and fix the term of office for such committees, and from time to time, revoke any such delegation and discharge any such committees; any 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. Members of the committees need not be members of the Association or the Board.
43. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments of, and all receipts for moneys paid to, the Association, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.
44. The Board shall cause minutes to be made in books provided for the purpose-
  - (a) of all appointments of Directors made by the Board;
  - (b) of all the names of the Directors present at each meeting of the Board;
  - (c) of all resolutions and proceedings at all meetings of the Association, and of the Board, and every Director present at any meeting of the Board shall sign his name in a book to be kept for that purpose.

#### **Termination of Directors**

45. A person ceases to be a director if the person—



- (a) ceases to be a director under the Ordinance or the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) or is prohibited from being a director by law;
- (b) becomes bankrupt or makes any arrangement or composition with the person's creditors generally;
- (c) becomes a mentally incapacitated person;
- (d) resigns the office of director by notice in writing of the resignation in accordance with section 464(5) of the Ordinance;
- (e) for more than 6 months has been absent without the directors' permission from directors' meetings held during that period;
- (f) is removed from the office of director by an ordinary resolution of the Association;
- (g) holds any other office of profit under the Association; or
- (h) is directly or indirectly interested in any contract with the Association and fails to declare the nature of his interest in manner required by section 536 of the Ordinance.

#### **Term of Board**

- 46. The term of office of the Board is 4 years, but in any event corresponds with and will expire upon expiration of the term of Board of Administration of the FIVB. The Directors shall retire from office at such annual general meeting. A retiring director shall be eligible for re-election.
- 47. The Association at the meeting at which a Director retires may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost.
- 48. The Board shall have power at any time, and from time to time, to appoint an eligible person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles.

49. The Association may by special resolution remove any Director notwithstanding anything in these Articles, or in any agreement between the Association and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Association.
50. The Association may by ordinary resolution appoint another person in place of a Director removed from office under the immediately preceding Article. The Association in general meeting may appoint an eligible person to be a Director either to fill a casual vacancy or as an additional Director.

#### **Proceedings of Board**

51. The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote. A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting of the Board. It shall not be necessary to give notice of a meeting of the Board to any Director for the time being absent from Hong Kong.
52. The quorum necessary for the transaction of the business of the Directors may be fixed by the Board, and unless so fixed shall be one half of the number of Directors.
53. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Association as the necessary quorum of the Board, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Association, but for no other purpose.
54. The President shall preside at all Board meetings. Should the President

not be present 15 minutes after the time appointed for the meeting, or if he shall have previously notified his intention of not being present, those assembled shall elect a Director to chair the meeting from among their own numbers.

55. A committee appointed by the Board may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.
56. All acts done by any meeting of the Board, a committee or a sub-committee, or by any person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
57. A Director shall not vote in respect of any contract in which he is personally interested or any matter arising thereout, and if he does so vote his vote shall not be counted.
58. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Board and entitled to vote, shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Such resolution may consist of several documents in like form each signed or approved as aforesaid by one or more of the Directors. A cable or telex or facsimile or telecopies message or electronic or similar message (which may be visually displayed with or without the interface of other equipment or software or programme) sent by a Director shall be deemed to be a document signed by him for the purposes of this Article.

## **Executive Committee**

### **Function**

59. Without prejudice to the power and authority of the Board under Article 42, the Executive Committee shall be appointed by the Board as it deems fit.
60. The Executive Committee shall have such powers and authority as they are delegated from or conferred by the Board, to carry out any lawful acts or matters incidental or conducive to the attainment of the object of the Association.
61. The functions of the Executive Committee shall include :
- (a) to carry out the day-to-day executive management works and affairs of the Association;
  - (b) to implement the policy set by the Board or any General Meeting;
  - (c) to carry out the decision of the Board or any General Meeting;
  - (d) to make suggestions to the Board on the management of the affairs of the Association.
62. Appointment of the Executive Committee
- (a) The members of the Executive Committee shall be represented by Full Membership. The number of the Committee members shall be no less than 5 and not exceeding [29].
  - (b) The chairman of the Executive Committee shall be elected from one of the Directors (represented by Full Membership) and in such manner as approved by the majority of the Directors with Full Membership of the existing Board. The President shall not act as the chairman of the Executive Committee when he is acting as the President.
  - (c) The term of the Executive Committee shall be four (4) years and its members may be re-appointed for a further term.
63. Proceedings of the Meeting of the Executive Committee

- (a) The Executive Committee shall meet regularly to carry out its functions in accordance with the regulations set by the Board from time to time.
  - (b) The quorum for the Executive Committee shall be determined by the Board from time to time and unless so determined be one third (1/3) of the number of the Committee members.
64. The chairman of the Executive Committee shall call and preside the Committee meeting. If at any meeting the chairman of the Executive Committee, is not present for 15 minutes after the time appointed for the meeting, or if he shall have previously notified his intention of not being present, those assembled shall elect a Committee member to chair the meeting from among their own numbers.

#### **Secretary**

65. The secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.
66. A provision of the Ordinance or these Articles requiring or authorizing a thing to be done by or to a Director and the secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the secretary.

#### **The Seal**

67. The Board shall provide for the safe custody of the seal, which shall only be used by the authority of the Board or a committee authorized by the Board in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the secretary or by a second Director or by some other person appointed by the Board for the purpose.

### **No right to inspect accounts and other records**

68. A person is not entitled to inspect any of the Association's accounting or other records or documents merely because of being a member, unless the person is authorized to do so by –
- (a) an enactment;
  - (b) an order under section 740 of the Ordinance;
  - (c) the directors; or
  - (d) an ordinary resolution of the Association.

### **Audit**

69. Auditors shall be appointed at every Annual General Meeting and their duties regulated in accordance with the provisions of the Ordinance.
70. Auditor's insurance
- (1) The directors may decide to purchase and maintain insurance, at the expense of the Association, for an auditor of the Association, against—
    - (a) any liability to any person attaching to the auditor in connection with any negligence, default, breach of duty or breach of trust (except for fraud) occurring in the course of performance of the duties of auditor in relation to the Association; or
    - (b) any liability incurred by the auditor in defending any proceedings (whether civil or criminal) taken against the auditor for any negligence, default, breach of duty or breach of trust (including fraud) occurring in the course of performance of the duties of auditor in relation to the Association.
  - (2) In this article, a reference to performance of the duties of auditor

includes the performance of the duties specified in section 415(6)(a) and (b) of the Ordinance.

### Notices

71. Every member shall register with the Association an address in Hong Kong to which notices will be sent. Members shall notify the 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 3 days at the registered office of the Association.
72. A notice may be given by the Association to any member either personally or by delivery, sending it by post to it or its address, by cable, telegram, telex, facsimile message, or by email to the respective addresses so registered.
73. Time of Service of Notice
  - (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 working day following its posting.
  - (c) A notice sent by cable or telegram shall be deemed to have been served on the working day following the dispatch of the cable or telegram.
  - (d) A notice sent by telex or facsimile shall be deemed to have been served at the time of sending provided that the outgoing telex or facsimile shows its receipt of the notice through the automatic response of the addressee's telex or facsimile machine.

- (e) In the case of a notice sent by prepaid letter, in proving service thereof it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and stamped and was deposited in a post or at the post office.
  
- (f) If a member has informed the Board in writing that it is prepared to receive communications by email, then notices sent to the email address so notified by the member will be treated as being validly served on that member. A notice sent by email shall be deemed to have been served on the member immediately following transmission of the email to the member. For the avoidance of doubt, the Association is not bound to use email as a means of communication with any member, but may instead (at the Association's selection) continue to use any of the other modes of service set out in this Article.

### **Directors' Indemnity and Insurance**

#### 74. Indemnity

- (1) A director or former director of the Association may be indemnified out of the Association's assets against any liability incurred by the director to a person other than the Association in connection with any negligence, default, breach of duty or breach of trust in relation to the Association.
  
- (2) Paragraph (1) only applies if the indemnity does not cover—
  - (a) any liability of the director to pay -
    - (i) a fine imposed in criminal proceedings; or
    - (ii) a sum payable by way of a penalty in respect of non-compliance with any requirement of a regulatory nature;
  - or



(b) any liability incurred by the director—

- (i) in defending criminal proceedings in which the director is convicted;
- (ii) in defending civil proceedings brought by the Association, in which judgment is given against the director;
- (iii) in defending civil proceedings brought on behalf of the Association by a member of the Association, in which judgment is given against the director; or
- (iv) in connection with an application for relief under section 903 or 904 of the Ordinance in which the Court refuses to grant the director relief.

(3) A reference in paragraph (2)(b) to a conviction, judgment or refusal of relief is a reference to the final decision in the proceedings.

(4) For the purposes of paragraph (3), a conviction, judgment or refusal of relief—

- (a) if not appealed against, becomes final at the end of the period for bringing an appeal; or
- (b) if appealed against, becomes final when the appeal, or any further appeal, is disposed of.

(5) For the purposes of paragraph (4)(b), an appeal is disposed of if—

- (a) it is determined, and the period for bringing any further appeal has ended; or
- (b) it is abandoned or otherwise ceases to have effect.

## 75. Insurance

The directors may decide to purchase and maintain insurance, at the expense of the Association, for a director of the Association, against—

- (a) any liability to any person attaching to the director in connection with any negligence, default, breach of duty or breach of trust (except for fraud) in relation to the Association; or
- (b) any liability incurred by the director in defending any proceedings (whether civil or criminal) taken against the director for any negligence, default, breach of duty or breach of trust (including fraud) in relation to the Association.

### **Winding up**

76. The Association shall be wound up voluntarily whenever a special resolution is passed requiring the Association to be so wound up. Clause 8 of the Memorandum of Association of the Association shall have effect as if the provisions thereof were repeated herein.

## Schedule 1

### Full Members admitted under Article 5(g)

1. 南華體育會  
South China Athletic Association
2. 聯合排球會  
United Volleyball Association
3. 元朗排球會  
Yuen Long Volleyball Association
4. 福青體育會  
Lucky Youth Sports Association
5. 光大排球會  
Kwong Tai Volleyball Club
6. 天虹體育會  
Rainbow Sports Club
7. 蘇屋村排球會  
So Uk Tsuen Volleyball Association
8. 警察排球會  
Police Volleyball Club
9. 香港消防體育福利會  
Hong Kong Fire Services Sports & Welfare Club
10. 國際排球會  
International Volleyball Club
11. 龍隊排球隊  
Dragon Volleyball Team
12. 荃青排球會  
Chuen Ching Volleyball Club
13. 青華排球會  
Ching Wah Volleyball Club

14. 華英排球會  
Wa Ying Volleyball Association
15. 群力排球會  
Joint Force Volleyball Club
16. 嘉碧排球隊  
Capria Volleyball Team
17. 青年排球會  
Youth Volleyball Association
18. 華青體育會  
Wah Ching Sports Association
19. 協興排球會  
Hip Hing Volleyball Association
20. 德明排球協會  
Tak Ming Volleyball Association
21. 英華排球隊  
Ying Wa Volleyball Team
22. 友聯排球隊
23. 力克排球會  
Niki Volleyball Club
24. 海聯排球會  
Hoi Luen Volleyball Club
25. 學餘排球會  
Hok Yu Volleyball Association
26. 新青排球會  
New Youth Volleyball Club
27. 德光體育會  
Tak Kwong Sports Association
28. 振海聯盟  
Cheer Alliance
29. 香港中華排球會  
Hong Kong Chinese Volleyball Association

Names, Addresses and Descriptions  
of the Signatories

(Signed)

HUI Chun Fui  
Address :

(signed)

Cheung Chi Wai

Dated the 16th day of August, 2012.

WITNESS to the above signatures:-

(Signed)  
Leung Wun Man, Emba  
Solicitor,  
Hong Kong SAR

中文譯本

公司編號 1795735

《公司條例》(第 622 章)

---

擔保有限公司 (無股本)

---

香港排球總會有限公司

(VOLLEYBALL ASSOCIATION OF HONG KONG, CHINA LIMITED)

組織章程大綱

---

## 定義

在本組織章程大綱中：

「細則」指總會的組織章程細則；

「準會員」指根據第 10 及 11 條細則，獲認許為準會員的總會會員，而「準會員資格」須相應解釋；

「董事局」指總會的董事局；

「正式會員」指根據第 5 條細則，獲認許為正式會員的總會會員，而「正式會員資格」須相應解釋；

「會員」指總會的會員，而不論是準會員還是正式會員；

「條例」指香港法例第 622 章《公司條例》；

「執行委員會」指根據第 42 及 59 條，由董事局委任的執行委員會。

## 1. 名稱

本公司的名稱是「香港排球總會有限公司 (VOLLEYBALL ASSOCIATION OF HONG KONG, CHINA LIMITED)」,以下稱為「總會」。

## 2. 辦事處

總會的註冊辦事處位於香港。

## 3. 宗旨

總會成立的宗旨是：

- (a) 收購財產及承擔責任，以及執行及履行總會的義務、責任及總會的一般宗旨。
- (b) 於香港或其他地方以任何方式管理、鼓勵及促進排球運動，並採取其認為必要的所有步驟，防止違反有關排球運動的規則及規定或其他不適當或不名譽的做法，及防止其遭到濫用。
- (c) 成為國際排球總會 (Fédération Internationale de Volleyball, 簡稱 FIVB) 會員並保持會員資格，遵守 FIVB 就排球制定的相關規定，並遵循 FIVB 關於排球運動管理的規則。
- (d) 成為亞洲排球聯合會 (Asian Volleyball Confederation) 會員並保持會員資格。
- (e) 成為中國香港體育協會暨奧林匹克委員會會員並保持會員資格。
- (f) 向其總體或部分宗旨與總會相關宗旨相似的任何其他組織機構 (不論是否註冊成為具法團地位) 認捐、成為其會員及與之合作。
- (g) 與執行或從事或擬執行或從事總會獲授權執行或從事的任何業務或交易，或其執行將直接或間接有利於總會宗旨的任何業務或交易的任何人士、公司或組織進行聯合、合夥、利益聯盟、合作、聯營合資、相互特許或進行其他行為;取得或以其他方式獲得及持有任何該等公司或組織的股份或股票或證券，或濟助或以其他方式

方式協助任何該等公司或組織；出售、持有補發（附帶或不附帶擔保）或以其他方式交易相關股份或證券，惟至少在總會章程大綱第 5 條施加於總會的範圍內，該等公司或組織須禁止向其會員分派其收入及財產。

- (h) 以總會認為適當的任何方式與任何組織、球會或團體合作或向其提供協助，及與相關組織、球會或團體訂立或採納任何協議或安排。
- (i) 單獨或與任何其他組織、球會或團體共同促進及舉辦排球賽事及比賽，提供、給予或貢獻獎盃、獎牌及獎品，及促進、給予或支持娛樂項目，且在認為適當的情況下，將本條所指的任何賽事或競賽產生的全部或部分利潤給予，及在適當情況管理下，任何慈善、教育、運動或關愛機構或項目。
- (j) 促進、準備、規管及管理排球比賽的任何必要細節或安排，包括涉及機構、團體、組織或社團利益的任何安排，並作出或準備任何被視為可能必要或附帶的事項及事情以確保球員、會員、職員、訪客及公眾或任何其他相關或參與比賽的人士的舒適、行動、交通、便利或利益。
- (k) 單獨或與任何其他組織、社團或團體共同促進、組織、資助及管理，到香港境外出行或出訪以參加排球比賽或表演活動、研討會或會議的團隊或個人。
- (l) 單獨或與任何其他排球組織、社團或團體共同促進、組織、邀請、資助及管理，香港境外的團體或個人到港參加排球比賽或表演活動、研討會或會議。
- (m) 購買、租用或交換、或以其他方式獲得就總會宗旨屬必須或便利使用的任何土地、樓宇、地役權、權利或財產（動產或不動產），及出售、轉管、抵押、給予交換或處置其所有或任何部分。
- (n) 於總會可不時確定的證券及以總會可不時確定的方式，以總會無需立即依據總會的宗旨支用的資金，進行投資及處理，以及向受託人轉授該權力。
- (o) 為實現總會的宗旨，借入或籌集資金，及透過按揭為總會的任何



財產提供抵押，或透過發行或基於債券、債權證、匯票、本票及總會的其他債項或證券（透過按揭或押記總會的所有財產或其任何部分），以獲得資金。

- (p) 管理總會的資金。
- (q) 規管比賽、競賽及表演活動，並就該規管制定規則，及採取一切必要措施以強制執行所制定的規則。
- (r) 聘用及僱用必要的管理行政人員、秘書、文員、領隊、教練、導師、服務員、工人及其他員工，並向他們及其他人士，就向總會提供的服務，支付薪資、薪酬、津貼、酬金及退休金，或其他實物福利。
- (s) 申請、註冊、購買或以其他方式獲得及保護、延長及重續任何牌照、商標、設計、版權、保護、特許及類似及任何其他形式的各種知識產權，而不論授予獨有或非獨有或限制性使用權，及就此卸棄、更改、修改、開發、使用、轉讓、出售或以其他方式處置及授予許可或特權。
- (t) 就可能影響總會或任何其他公司、組織、商號或人士的任何或所有可保風險，包括但不限於球員受傷、取消賽事及公共責任，因此購買保險及支付相關保費。
- (u) 就影響排球利益的任何事宜，向香港政府及其他機構作出陳述。
- (v) 為總會的目的：
  - (i) 委任任何受託人或代理人代表總會，按照總會認為適當的有關報酬或其他方面的條款，持有、支配及管理總會的財產及資產；
  - (ii) 為總會的任何宗旨，聘用任何個人及法團，並按董事局認為適合的方式向他們給予報酬，以此回報他們向總會提供的任何服務；
  - (iii) 在法律允許的情況下，若總會的任何會員或董事為貫徹

總會的任何宗旨採取、擬定採取任何行動，或者在任何行動中招致或將招致責任，總會就此向其予以彌償，但其不真誠或故意疏忽行事的情況除外；

- (iv) 購買、租用或交換、聘用或另行收購並持有任何不動產或私人財產，以及就總會的任何宗旨而言屬必須或適宜的任何權利或特權，並建造、築起、改建、管理、改善及維護可能不時就此被視為必須或適宜的任何樓宇；
- (v) 單獨或與任何其他人士、公司或實體共同建設、重建、改建、更改、翻新、維護及維修總會的任何土地、樓宇或處所；
- (vi) 出售、授予租約或租賃、抵押、處置、或以任何方式利用總會對達成上述任何宗旨可能適宜的所有或任何財產或資產，並為任何代價或沒有任何代價下如此行事，且須符合可能認為適宜的條款及條件；
- (vii) 透過抵押或其他契據、押記總會的所有或任何（當前及未來的）財產及資產以借款、籌款及保證獲款，並發行總會有權力以證券方式、或履行其為貫徹上述宗旨而承擔的任何責任、或就此作為保證，而發行的任何證券；
- (viii) 在董事局可在其不時確定的投資、證券或財產（無論是否為受託人證券）中或據此，借出、投資及處理總會就此目的無需立即使用的款項及資金，但須受法律當時訂明或規定的條款（如有）及同意（如有），以及下文亦規定的事項的規限；
- (ix) 為貫徹總會的上述任何宗旨，與任何團體或其他機構、或任何政府部門、當局、最高、市級、當地或其他機關訂立任何安排，從任何該團體、機構、政府或當局獲得任何權利、特權及特許，並執行、行使及遵守任何該等安排、權利、特權及特許；及
- (x) 作出為達到或有助於達到上文所列宗旨的一切其他合法事情。

但：

- (i) 若總會須接收或持有設有任何信託的財產，總會只可按與該等信託有關的法律所許可的方式處理或投資有關財產。
- (ii) 總會的宗旨不得引申至規管工人與僱主或工人組織與僱主組織之間的關係。
- (iii) 《公司條例》(第 32 章)第七份附表載列的權力特此被排除並不適用。

#### 4. 司法管轄權

- (a) 總會獲得 FIVB、亞洲排球聯合會、及中國香港體育協會暨奧林匹克委員會認可，成為香港排球運動的主管機構。
- (b) 總會可：
  - (i) 制定對總會會員及其個人會員資格具有約束力的規則，且整體規管總會的事務；
  - (ii) 確定個別人士在排球活動與競賽中代表總會的資格；
  - (iii) 在地區及國際排球活動與競賽中充分代表香港；
  - (iv) 如任何會員、人員或球員違反任何細則或文中制定的任何規則，或者實踐、勸告或批准因排球運動引起或與之相關的任何行為，而總會整體地認為該行為不公平、不尊重或對排球運動的利益造成損害，則將上述人士停職、取消其資格、對其處以罰款或另行處置。

#### 5. 收入及財產申請

- (a) 總會的收入及財產，無論如何獲得，均依本組織章程大綱僅應用於總會宗旨的推進。
- (b) 在下文分條(d)及(e)所限下，總會收入及財產的任何部分均不得以

股息、花紅或其他任何形式直接或間接地支付或轉讓予總會的任何會員。

- (c) 不得委任董事或總會的任何帶薪職位，或任何獲支付費用的總會職位，總會不得向任何董事給予報酬或其他與金錢等值的利益（下文分條款規定者除外）。
- (d) 本組織章程大綱概無條文防止總會真誠地向其任何人員或職員、或者向其不是董事的任何會員支付合理及適當的報酬，以此回報其實際為總會提供的任何服務。
- (e) 本組織章程大綱所載的任何規定，並不阻止總會以真誠方式支付：
  - (i) 支付暫墊費用給予任何董事；
  - (ii) 按不超過香港上海滙豐銀行有限公司當時訂明的最優惠利率的年息率 2%，計算總會任何會員或董事局的成員所借出港元款項的利息；
  - (iii) 總會任何會員或董事局的成員所批租或出租處所的合理及適當租金；
  - (iv) 以金錢或金錢等值方式付給法人團體（總會的會員純粹由於持有該法人團體不超過百分之一的資本或控制該法人團體不超過百分之一的表決權而對該法人團體享有權益）的酬金或其他利益。
- (f) 任何人士概無責任為按照上述分條(d)及(e)妥善支付的任何款項而收到的任何利益作出交代。

## 6. 會員的有限責任

會員的責任受限制。

## 7. 會員出資

總會每名會員均作出承諾，如總會於其為會員期間或停任會員後一年內清盤，會員將會對總會的資產分擔供款，藉以支付其停任會員之前總會所負上的債務及負債以及支付總會的清盤費用、收費及開支，以及對各分擔人之間的權利進行調整，但每名會員所須分擔的金額不得

超逾 100 港元。

#### 8. 清盤或解散後的資產處置

在總會清盤或解散後，如清償總會的所有債務及負債之後仍有任何財產，有關財產不得付給總會的會員或在總會各會員之間進行分配，而應給予或轉予某些宗旨與總會宗旨相若、且須為最少與根據或依照本大綱第 5 條向總會施加的限度相等而禁止將其收入和財產分派給其會員的其他機構，有關機構將於總會解散之時或之前由各會員決定，如沒有作出決定，則由香港特別行政區高等法院對慈善基金事宜具有司法管轄權的法官決定，若不能有效施行本條，則按其他慈善宗旨使用有關財產。

#### 9. 賬目

須備存真確賬目，藉以記錄總會的收支項目以及發生該收支項目的有關事項，以及總會的財產、貸項及負債。有關賬目須公開給會員查閱。每年須至少進行一次由一名或多於一名正當合資格核數師審核總會的賬目，以及確定資產負債表是否正確。

我們，即姓名及地址提供如下的人士，意欲依據本組織章程大綱成立一間公司。

簽署人的  
姓名、地址及描述

[ 簽名式 ]  
許晉奎

[ 簽名式 ]  
張治威

日期：2012 年 8 月 16 日。

上述簽名的見證人：

[ 簽名式 ]  
中國香港特別行政區律師  
梁媛雯

《公司條例》(第 622 章)

---

擔保有限公司 (無股本)

---

## 香港排球總會有限公司

(VOLLEYBALL ASSOCIATION OF HONG KONG, CHINA LIMITED)

### 組織章程細則

---

#### 1. 定義及釋義

在該等細則中，除非文意另有規定：

「準會員」指根據第 10 及 11 條細則，獲認許為準會員的總會會員，而「準會員資格」須相應解釋；

「董事局」指總會的董事局。

「執行委員會」指根據第 46 及 63 條細則，由董事局委任的執行委員會；

「正式會員」指根據第 5 條細則，獲認許為正式會員的總會會員，而「正式會員資格」須相應解釋；

「會員」指總會的會員，而不論是準會員還是正式會員；

「董事」指總會的董事。

「審度性投票」指 (i) 就一項決議而言，投票支持該決議，或投票反對該決議，或棄權不就該決議投票；及 (ii) 就一次選舉而言，投票支

持某一特定候選人或多名候選人（視情況而定），或棄權不投票；

「幹事」指香港法例《社團條例》（第 151 章）界定的幹事。

「條例」指香港法例第 622 章《公司條例》。

「印章」指總會的法團印章。

「秘書」指獲委任履行總會秘書職責的任何人。

凡詞句提述書面時，除非出現相反用意，否則須解釋為包括提述印刷、平版印刷、攝影及以可見的形式表達或再現文字的其他方法。

除非文意另有所指，否則本細則所載文字或詞句的涵義，與在本細則對總會產生約束力當日有效的條例或其任何法例規定的修改內所載的該等文字或詞句的涵義相同。

香港法例《釋義及通則條例》（第 1 章）載列的釋義原則須適用於本細則。

凡指男性的文字及詞句亦指女性及不屬於男性或女性者。

凡指單數的文字及詞句亦指複數，而指複數的字及詞句亦指單數。

除非特別指明，香港附屬法例第 622H 章《公司(章程細則範本)公告》附表 3 擔保有限公司的章程細則範本不適用於本總會章程。

## 會員資格

### 2. 會員資格的類別

總會須設立下列會員資格的類別：

- (a) 正式會員資格；及
- (b) 準會員資格。

### 3. 會員人數

就登記而言，總會擬定登記的會員人數為 50，但董事局可能會不時登



記新增會員。未經董事局批准，任何人士不得獲准入會。

4. 總會的創辦會員須為首批會員。首批會員及董事局准許入會的其他人士或法團須為總會的會員。
5. 資格及認許
  - (a) 所有會員資格申請須為書面形式，申請人須按董事局可能不時確定的格式簽署該申請，且須獲得董事局的批准。
  - (b) 總會的所有會員、榮譽會長或贊助人須遵守總會的組織章程大綱及章程細則。
  - (c) 董事局可不時確定入會會費，以及會員須支付的年度會費額（如有）。
  - (d) 會員資格申請須按董事局可決定的方式作出。
  - (e) 獲認許成為會員僅須獲得董事局大多數票數表決。
  - (f) 在認許申請人具有正式會員資格前，董事局必須信納申請人：
    - (i) 在董事局不時決定的一段充分任期內，已擔任總會的準會員；
    - (ii) 繼續履行及合乎第 11 條細則的標準；
    - (iii) 在促進並積極鼓勵排球運動方面作出積極貢獻；及
    - (iv) 已依據本細則支付任何到期應付的年度會費；及
    - (v) 是一間在香港公司註冊處登記、依據香港法例《社團條例》（第 151 章）登記或豁免、或者另行隸屬於或適當隸屬於任何在香港正式成立及／或獲官方授權的學校、大學或教育機構而適當組成的球會、體育組織及社團。
  - (g) 儘管上文第 5(a)至(f)條細則已有規定，前稱香港排球總會的現有會員（如附表 1 所列）須獲認許為正式會員。
6. 當會員不再是總會的會員時，或者另行退會，則該會員須失去總會的所有權利及申索權。

7. 會員資格的權利及特權不得轉讓。
8. 任何會員可透過向總會發出書面通知，表明其意圖而放棄會員資格，且在通知屆滿後，其須停止成為會員，不過仍有責任並須向總會支付其在停止成為會員期間到期應付予總會的所有款項。一旦退會，該會員須將總會發放給他的會員卡、證明書或徽章歸還總會。
9. 如果任何會員蓄意拒絕或故意疏忽遵守總會的組織章程大綱及章程細則的條文，或犯有任何可能中傷總會的行為（視乎屬何情況），則可透過董事局決議取消該會員的會員資格，惟在召開通過該決議的會議前至少一週，受此影響的會員須獲得總會發出的有關此事的書面通知，且須受邀出席會議並作出其認為合適的書面或口頭解釋或抗辯。

### 準會員

10. 董事局可設立具有其認為合適的描述及權利的此類準會員資格級別，並可依據董事局制定的有關規例認許及解除該準會員。
11. 在認許申請人具有準會員資格前，董事局必須信納申請人：
  - (i) 是一間根據法律、習慣或慣例適當組成的球會、體育組織、社團或其他人員組織；
  - (ii) 擁有其中一個主要宗旨為促進推廣並積極鼓勵排球運動；以及
  - (iii) 擁有足夠數量的會員，從而能夠參與總會管治範圍內舉行的比賽、競賽、錦標賽、活動及項目，包括以個別會員參與活動，當任其球員、教練、委員、官方人員、行政人員、或裁判員。

### 副會長或贊助人

12. 董事局可根據其認為合適的條款委任並免除任何人士擔任總會副會長或贊助人。副會長或贊助人有權發出總會通知、出席並在總會的任何會員大會上發言（但不會有投票權），亦有權在向會員提供時獲得總會的賬目。副會長或贊助人不被視為總會的組織章程大綱及章程細則

或《公司條例》下所指的總會的會員。

## 會員大會

### 13. 會員大會

- (1) 除《條例》第 611、612 及 613 條另有規定外，本總會須按照《條例》第 610 條，就本總會的每個財政年度，舉行會員大會，作為其周年會員大會。
- (2) 會長或董事如認為合適，可召開會員大會。
- (3) 如根據《條例》第 566 條，董事須召開會員大會，他們須按照《條例》第 567 條召開會員大會。
- (4) 如董事沒有按照《條例》第 567 條召開會員大會，則要求舉行會員大會的會員，或他們當中擁有他們全體的總表決權一半以上者，可自行按照《條例》第 568 條召開會員大會。

### 14. 會員大會的通知

- (1) 召開周年會員大會，須有為期最少 21 日的書面通知。
- (2) 召開除周年會員大會以外的會員大會，須有為期最少 14 日的書面通知。
- (3) 通知期—
  - (a) 不包括送達或當作送達有關通知當日；亦
  - (b) 不包括發出該通知當日。
- (4) 有關通知須—
  - (a) 指明有關會員大會的日期及時間；
  - (b) 指明該大會的舉行地點(如該大會在 2 個或多於 2 個地方舉行，則指明該大會的主要會場及其他會場)；
  - (c) 述明有待在該大會上處理的事務的概略性質；
  - (d) (如有關通知屬周年會員大會的通知)述明該大會是周年會員大會；
  - (e) (如擬在該大會上動議某決議，不論是否特別決議)—
    - (i) 包含該決議的通知；及
    - (ii) 包含或隨附一項陳述，該陳述須載有為顯示該決議的目的而合理地需要的任何資料或解釋；
  - (f) (如擬在該大會上動議某特別決議)指明該意向，並包含該決議的文本；及
  - (g) 載有一項陳述，指明會員根據《條例》第 596(1)條委任委任代表的權利。
- (5) 如決議的通知—

- (a) 已根據《條例》第 567(3)或 568(2)條，包含在有關會員大會的通知內；或
  - (b) 已根據《條例》第 615 條發出，則第(4)(e)款並不就該決議而適用。
- (6) 儘管召開會員大會的通知期，短於本條所指明者，但如以下會員同意，則該大會仍視為已妥為召開—
  - (a) (如該大會屬周年會員大會)所有有權出席該大會並有權於會上表決的會員；或
  - (b) (如該大會並非周年會員大會)過半數有權出席該大會並有權於會上表決的會員，惟該等會員須合共代表全體會員於會上的總表決權的最少 95%。
- 15. 有權收到會員大會通知的人
  - (1) 會員大會的通知，須向以下人士發出一
    - (a) 每名會員；
    - (b) 每名董事；及
    - (c) 每名副會長及贊助人。
  - (2) 本總會如須向某會員發出本總會的會員大會的通知，或任何其他關乎該大會的文件，則在向該會員發出該通知或文件的同時，亦須向本總會的核數師發出該通知或文件的文本，如有多於 1 名核數師，則須向每名核數師發出該文本。
- 16. 意外漏發會員大會通知

如會員大會的通知沒有向任何有權收到該通知的人發出，而此事出於意外，或該人沒有接獲該通知，均不使有關會員大會的議事程序失效。
- 17. 會員大會的法定人數
  - (1) 如有三份之二(2/3)正式會員親身或由委任代表代為出席會員大會，即構成會員大會的法定人數。
  - (2) 如會員大會的出席者人數，未達到法定人數，則除委任主席外，不得在該大會上處理任何事務。
- 18. 主持會員大會
  - (1) 如會長有出席會員大會，而且願意以主席的身分，主持該大會，則該大會由該會長擔任主席。
  - (2) 如一
    - (a) 沒有會長；

- (b) 會長在會員大會的指定舉行時間過後的 15 分鐘內，仍未出席；
- (c) 會長不願意擔任會員大會主席；或
- (d) 會長已向本總會發出通知，表示無意出席會員大會，則出席該大會的董事，須在他們當中推選 1 人，擔任大會主席。

(3) 如一

- (a) 沒有董事願意擔任主席；或
- (b) 在會員大會的指定舉行時間過後的 15 分鐘內，沒有董事出席，則出席該大會的會員，須在他們當中推選 1 人，擔任大會主席。

- (4) 某正式會員的委任代表可藉於會員大會上通過的本總會決議，獲選為大會主席。

## 19. 非會員出席及發言

- (1) 董事不論是否本總會會員，均可出席會員大會，並可於會上發言。

(2) 即使其他人—

- (a) 並非本總會會員；或
- (b) 雖是本總會會員，但無權就會員大會行使會員權利，會員大會的主席仍可准許該人出席會員大會，及於會上發言。

## 20. 延期

- (1) 如在會員大會的指定舉行時間過後的半小時內，未有達到法定人數的人出席該大會—

- (a) (如該大會是應會員的請求召開的)該大會即須散會；或
- (b) (如屬其他情況)該大會延期至下一星期的同一日，在同一時間和地點舉行，或延期至董事決定的其他日期，在董事決定的時間和地點舉行。

- (2) 如在經延期的會員大會的指定舉行時間過後的半小時內，未有達到法定人數的人出席該大會，親身出席或由委任代表代為出席的會員的人數，即構成法定人數。

- (3) 如符合以下情況，主席可將有達到法定人數的人出席的會員大會延期—

- (a) 該大會同意延期；或
  - (b) 主席覺得，為保障任何與會人士的安全，或為確保會上事務獲有秩序地處理，有必要延期。
- (4) 如會員大會作出延期指示，主席即須將該大會延期。

- (5) 主席將會員大會延期時，須指明會員大會延至何日何時，及在何地舉行。
- (6) 經延期的會員大會，只可處理該大會於延期前未完成的事務。
- (7) 如會員大會延期 30 日或多於 30 日，則須發出延期的會員大會的通知，如同須發出原本的會員大會的通知一樣。
- (8) 如會員大會延期少於 30 日，則無需發出延期的會員大會的通知。

## 21. 表決的一般規則

- (1) 交由會員大會表決的決議，須以舉手方式表決，但如有按照本《章程細則》妥為要求以投票方式表決，則屬例外。
- (2) 如在會員大會上表決票數均等，則不論表決是以舉手還是投票方式作出，大會主席均有權投第二票或決定票。
- (3) 如在會員大會上，以舉手方式就某決議表決，則由主席作出的——
  - (a) 指該決議已獲通過或未獲通過的宣布；或
  - (b) 指該決議是獲特定多數通過的宣布，即為該事實的確證，而無需證明所錄得的贊成或反對該決議的票數的數目或比例。
- (4) 在會議議事紀錄內的關乎上述宣布的記項，亦為該事實的確證，而無需加以證明。

## 22. 錯誤及爭議

- (1) 凡某人在會員大會上作表決，則除非對該人的表決資格的異議，是在該大會(或經延期的會員大會)上提出的，否則該異議不得提出。表決如未有在會員大會上遭推翻，即屬有效。
- (2) 任何異議均須交由會員大會的主席處理，主席的決定屬終局決定。

## 23. 要求投票表決

- (1) 以投票方式就某決議表決的要求，可在以下時間提出——
  - (a) 在將表決該決議的會員大會舉行之前；或
  - (b) 於會員大會上，以舉手方式就該決議表決的結果宣布之時或之前。
- (2) 以下人士可要求就某決議投票表決——
  - (a) 大會主席；
  - (b) 最少 2 名親身或由委任代表代為出席會員大會的正式會員；或

- (c) 持有於會員大會上有表決權的全體會員的總表決權的最少 5%，並親身或由委任代表代為出席會員大會的任何會員。
  - (d) 委任 委任代表的文書，須視為有授權有關 委任代表 要求或參與要求就某決議投票表決。
- (3) 就某決議投票表決的要求，可以撤回。

#### 24. 會員持有的票數

- (1) 在會員大會上就某決議舉手或投票表決時，每名以下人士均有 1 票—
- (a) 親身出席的正式會員；及
  - (b) 獲有權就該決議表決的正式會員妥為委任並親身出席的委任代表。
- (2) 除非會員作為總會會員應付且在到期後已欠付超過一個月的一切款項已獲支付，否則該會員無權在任何會員大會上表決。

#### 25. 委任代表通知書的內容

- (1) 委任代表的委任須藉符合以下說明的書面通知(委任代表通知書)作出，方屬有效—
- (a) 該通知述明委任該委任代表的會員的姓名或名稱及地址；
  - (b) 該通知識別獲委任為該會員的委任代表的人，及該項委任所關乎的會員大會；
  - (c) 該通知經認證，或經他人代該會員簽署；及
  - (d) 該通知按照本《章程細則》，及按照該大會的通知所載的指示，交付本總會。
- (2) 本總會可規定委任代表通知書以某特定形式交付，並可為不同目的，指明不同的形式。
- (3) 本總會如規定或容許以電子形式，交付委任代表通知書予本總會，則可規定委任代表通知書的交付須按本總會指明的保安安排，妥為保護。
- (4) 委任某委任代表的委任代表通知書可指明，該委任代表將如何就關乎會員大會上處理事務的 1 項或多於 1 項決議表決(或指明該委任代表不得就該等決議表決)。
- (5) 除非委任某委任代表的委任代表通知書另作說明，否則該通知書須視為—
- (a) 容許該委任代表有酌情決定權，決定如何就任何交由有關會員大會表決的附帶或程序事宜的決議表決；及

- (b) 不但就某會員大會本身委任該人為委任代表，亦在該大會延期的情況下，就該經延期的大會，委任該人為委任代表。

26. 代委任 委任代表的會員，簽立委任代表的委任文書

如委任代表通知書未經認證，它須隨附書面證據，證明簽立有關委任代表委任文書的人，有權代作出有關委任的會員，簽立該文書。

27. 委任代表通知書的交付，及撤銷委任代表委任的通知

- (1) 除非在以下時間之前，委任代表通知書已送抵本總會，否則該通知書屬無效—
  - (a) (如屬會員大會或經延期的會員大會)舉行該大會的指定時間前的 48 小時；及
  - (b) (如有人要求投票表決，而投票是在該要求作出後的 48 小時後進行)指定的表決時間前的 24 小時。
- (2) 根據委任代表通知書作出的委任，可被撤銷。撤銷的方法，是向本總會交付書面通知，該通知須由發出(或由他人代為發出)該委任代表通知書的人發出，或由他人代該人發出。
- (3) 除非在以下時間之前，撤銷上述委任的通知已送抵本總會，否則該通知屬無效—
  - (a) (如屬會員大會或經延期的會員大會)舉行該大會的指定時間前的 48 小時；及
  - (b) (如有人要求投票表決，而投票是在該要求作出後的 48 小時後進行)指定的表決時間前的 24 小時。

28. 會員親身表決影響委任代表的權力

- (1) 如委任 委任代表的會員作出以下作為，則該委任代表就有關決議具有的權力，須視為已被撤銷—
  - (a) 親身出席決定該決議的會員大會；及
  - (b) 就該決議而行使該會員有權行使的表決權。
- (2) 即使有效的委任代表通知書，已由有權出席會員大會或在會員大會上發言或(以舉手或投票方式)表決的會員向本總會交付，或已代表會員如此交付，該會員仍然就該大會或經延期的該大會享有出席、發言或表決的權利。

29. 修訂提出的決議



- (1) 在以下情況下，將會在某會員大會上提出的普通決議，可經由普通決議修訂—
  - (a) 建議的修訂的書面通知，已向本總會秘書發出；及
  - (b) 大會主席合理地認為，建議的修訂並沒有對有關決議的涵蓋範圍，造成重大改變。
- (2) 如有關普通決議，將會在某會員大會上提出，上述通知須在舉行該大會的時間的 48 小時前(或大會主席決定的較遲時間)，由有權於大會上投票的人發出。
- (3) 在以下情況下，將會在某會員大會上提出的特別決議，可經由普通決議修訂—
  - (a) 在該大會上，大會主席建議作出修訂；及
  - (b) 該項修訂僅修正該決議中的文法錯誤，或其他無關宏旨的錯誤。
- (4) 如會員大會的主席雖然真誠地行事，但錯誤地判定任何對決議的修訂屬不妥善，則除非原訟法庭另有命令，否則該決議的表決仍屬有效。

#### **透過代表於會上行事的組織會員**

30. 凡屬總會會員的任何法團或組織，可藉其董事或其管治機構的決議，授權其認為適合的人選作為其代表，出席總會的任何會議；如此獲授權的人有權代其所代表的法團或組織行使權力，該等權力與該法團或組織猶如作為總會的會員時可行使的權力一樣，惟：
  - (a) 如會員代表未能參與任何會員大會或在其他方面行使其職能，該會員可書面致予秘書提名替任代表參與，並在其他方面行使其職能；
  - (b) 概無任何人士可獲委任為會員代表或提名為替任代表，除非他是相關會員的董事、幹事、或其管治機構的成員；
  - (c) 概無任何人士可獲委任或擔任多於一名以上會員的代表，或者獲提名或擔任多於一名以上會員的替任代表；
  - (d) 依據本條細則獲委任為來年會員代表的人士名稱必須書面致予秘書進行披露，並按董事局所需的方式，附上該等人士的香港身份證副本及／或相關識別及授權文件，在任何情況下不少於會員週年大會前七(7)天；及

- (e) 如會員代表有任何變更或替任，相關會員須在該變更或替任後 21 天內書面通知秘書，連同上文第(d)段所述的支持文件。

### **董事／董事局**

31. 除會員大會另有決定外，董事人數須為 9 人，首任董事的姓名須由總會的創辦會員書面決定。
32. 概無任何人士有資格獲選及／或委任為董事，除非：
- (a) 該人士是一名正式會員提名及為該正式會員的會長、董事、幹事或其管治機構的成員；或
  - (b) 該人士由現有董事局的具有正式成員資格的大多數董事提名。
33. 董事須在總會的會員大會上或者由董事局選舉及／或委任，以填補臨時空缺，從而董事局將依據以下方面成立：
- (a) 董事局中的 7 名董事均須各自分別由一名正式會員提名；以及
  - (b) 董事局中的 2 名董事須由首先選出的具有正式會員資格的多數董事提名。

董事局為填補臨時空缺而委任的任何人士僅在下一屆會員週年大會之前任職，隨後有資格再次獲選或再次獲委任（視情況而定）。

### 34. 董事的選舉

董事的選舉須按以下幾點進行：

- (a) 任何 2 名正式會員可在提前獲得其同意後提名任何合資格人士擔任董事，每一個正式會員均有權為任何人數的合資格人士提名，但不得超過空缺職位的數目。提名必須以書面形式作出，且在舉行會員週年大會前，必須存放於總會的註冊辦事處，為期不得少於 21 天。

- (b) 根據(a)分條收到的提名須由秘書在會員週年大會前至少 14 天通知所有會員。
  - (c) 如有需要，須按字母順序編製每個空缺職位的候選人名單，該名單只需載列候選人的姓名，且每一名出席會員週年大會的正式會員代表均有權為任何人數的候選人投票，但不得超過空缺職位數目。
  - (d) 如果兩名或更多候選人獲得相同票數，身為會員週年大會主席的人士有權且必須投決定票。
35. 董事局須由填補以下職務的董事構成：
- (a) 一名會長；
  - (b) 6 名董事；
  - (c) 2 名獨立董事。
36. 會長須在具有屬於正式會員資格的董事中選出。
37. 具有屬於正式會員資格的 7 名董事須提名 2 名獨立董事，此二人不可來自或代表任何正式會員，而將會由會員大會或董事局委任。

### **借款權力**

38. 在組織章程大綱第 3 條所限下，董事局可行使總會的一切借款權力，及可行使總會將總會的業務及財產或其中的任何部分予以按揭或押記的一切權力，以及可行使總會所發行債權證及其他證券的一切權力，不論是純粹為有關證券而發行，或是作為總會的任何債項、債務或義務的保證而發行。

### **董事局權力與職責**

39. 總會的業務須由董事局管理，董事可支付總會的促進推廣及註冊所產生的一切開支，並可行使未為條例或本細則所規定須由總會在會員大會上行使的一切權力，但須受條例或本細則的條文所規限，以及須受總會在會員大會上訂明並且與前述條文並無抵觸的任何規例所規限；但總會在會員大會上所訂立的任何規例，不得使董事局在該規例訂立前所作本屬有效的作為失效。

40. 具體而言，董事局擁有以下權力與職能：
- (a) 確定並解決可能轉交其裁決的與香港排球有關的所有問題及爭議；
  - (b) 審議並批准與總會宗旨、其組織及日常管理有關的政策、提案或其他建議；
  - (c) 決定影響或涉及總會或其任何會員的所有事宜，惟修改第 5 條、10 條及 11 條細則載列的資格標準的任何提議必須經由會員大會的特別決議批准；以及
  - (d) 制定並實施總會及香港排球的管理與控制的規則，包括其委員會、小組委員會及顧問的職權範圍，比賽、競賽及活動的組織、宣傳、管理控制和舉行，並且有權更改、修訂、替換及廢除任何此類規則。所有此類規則須對董事、所有會員以及該等會員的個別會員具有約束力，惟此類條款可能由會員於會員大會上修改或廢止。
41. 董事局可不時並於任何時間，藉授權書委任任何經董事局直接或間接提名的總會、商號、個人或團體，作為總會的一名或多於一名受權人，而委任的目的，所授予的權力、權限及酌情決定權（以不超過根據本細則歸於董事或可由董事行使者為限），以及委任的期限和規限的條件，均須按董事局所認為合適者而定，而任何此類授權書可包含董事局可能認為適當的保護及方便與任何該受權人往來的人士的條文，並可授權任何有關受權人將歸於他的所有或任何權力、權限及酌情決定權轉授他人。
42. 董事局可不時委任其認為合適的人士組成委員會。董事局可將其任何權力授權委派給該委員會並決定該委員會的任期，且不時撤銷任何該授權委派並解除任何該委員會；按上述方式形成的任何委員會在行使所授權委派的權力時，須符合董事局就此訂立的任何規例。委員會會員無需為總會或董事局成員。
43. 總會的所有支票、承付票、銀行匯票、匯票及其他可轉讓票據，以及就付給總會的款項而發出的一切收據，均須按照董事不時藉決議決定的方式簽署、開出、承兌、背書或以其他形式簽訂，視乎情況而定。

44. 董事局須安排將會議紀錄記入為下述事項而設置的簿冊：
- (a) 董事局就董事所作出的一切委任；
  - (b) 每次董事局會議的出席董事的所有姓名；
  - (c) 所有在總會及董事局會議上作出的決議及該等會議的議事程序；而出席任何董事或董事委員會會議的各董事，均須在為上述事項而備存的簿冊內簽名。

### 董事停任

45. 如擔任董事的人—
- (a) 根據《條例》或《公司(清盤及雜項條文)條例》(第 32 章)，停任董事，或被法律禁止擔任董事；
  - (b) 破產，或與其債權人概括地訂立債務償還安排或債務重整協議；
  - (c) 成為精神上無行為能力者；
  - (d) 按照《條例》第 464(5)條，藉書面辭職通知，辭去董事職位；
  - (e) 在沒有董事的批准下，在超過 6 個月期間的所有董事會議中缺席；或
  - (f) 經本總會的普通決議被罷免董事職位，

該人即停任董事。

### 董事局任期

46. 董事局任期為 4 年，但在任何情況下，均與 FIVB 管理委員會的任期相一致，一旦 FIVB 管理委員會的任期屆滿，其任期亦告屆滿。董事須在會員週年大會上卸任。卸任董事有資格再參與選舉。
47. 總會可在董事局成員以上述方式卸任之會議上，進行選舉以填補空缺職位，否則卸任董事（如其膺選連任）須被視為已獲選連任，除非在該會議上，明確決議不填補該空缺職位，或除非有關該成員膺選連任之決議案已在會上提出但未獲通過。

48. 董事局有權在任何時間並不時委任合資格人士出任董事，以填補某臨時空缺或增加現有董事的名額，但董事的總人數於任何時間均不得因此超過按照本細則訂定的人數。
49. 總會可透過特別決議免任任何董事，即使該等細則或總會與該董事之間的任何協議中已有任何規定。該免任不得損害該董事可能就違反任何其與總會間的任何服務合約所造成的損害而提出任何申索的權利。
50. 總會可透過普通決議，委任另一名人士代替根據前一份細則被免任的董事。總會於會員大會上可委任合資格人士擔任董事，以填補臨時空缺或擔任增補董事。

### 董事的議事程序

51. 董事如認為適合，可舉行會議以處理事務、將會議延期及以其他方式規管會議。在任何會議上產生的問題，須由過半數票決定。如票數均等，主席有權投第二票或決定票。任何董事可（而秘書應董事的請求書須）於任何時間召集董事局議。對於當時不在香港的董事，無須向其發出董事局議通知書。
52. 處理董事事務所需的法定人數，可由董事訂定，除非有如此訂定，否則法定人數須為董事人數的一半。
53. 即使董事局出現任何空缺，在任的董事仍然可以行事，但如董事的人數減至少於總會細則所訂定的或依據有關細則所訂定的董事人數，在任的一名或多於一名董事除了為增加董事的人數以達所規定的數目或為了召集總會會員大會而行事之外，不得為其他目的而行事。
54. 會長須主持所有董事局會議。若會長於指定的會議時間 15 分鐘之後未出席，抑或其之前已經通知不打算出席，則出席者須從他們當中選舉一位董事主持會議。
55. 委員會如認為恰當，可舉行會議及將會議延期。在任何會議上產生的問題，須由出席的委員以過半數票決定。如票數均等，主席有權投第二票或決定票。
56. 董事或任何委員會的任何會議作出或以董事身份行事的任何人士作出的一切行為，即使事後發現在委任任何該等董事或在委任如前述般行事的任何人士方面有任何欠妥之處，或發現他們或他們當中的任何人已喪失資格，會議仍屬有效，猶如每名該等人均經妥為委任及具有資格擔任董事一樣。

57. 董事不得就於其中擁有個人利害關係的合約或由此而產生的任何事宜投票，且若該董事投票，則該投票不獲計算。
58. 所有當其時有權收到董事局會議通知並有權投票的董事所簽署的書面決議，其效力與作用猶如在妥為召開並舉行的董事局會議上通過的一樣。該決議應由若干格式類似的文件組成，每份文件均由一位或多位董事按上述方式簽署或批准。由一名董事發出的海底電報、電傳、傳真或傳真印件信息抑或電子或相似信息（可予以直觀地顯示，不論是否使用其他設備、軟件或程式界面），須被視為該董事為施行該細則而簽署的文件。

## 執行委員會

### 職能

59. 在不損害第 42 條細則項下的董事局的權力與權限的原則下，執行委員會須由董事局按其認為適合的方式委任。
60. 執行委員會擁有董事局委派或授予的權力與權限，以開展附帶於或有助於實現總會的宗旨的任何合法作為或事宜。
61. 執行委員會的職能須包括：
  - (a) 開展總會的日常執行管理工作與事務；
  - (b) 執行董事局或任何會員大會上制定的政策；
  - (c) 執行董事局或任何會員大會的決定；
  - (d) 向董事局提出有關管理總會事務方面的建議。
62. 委任執行委員會
  - (a) 執行委員會會員須具有正式會員資格。委員會會員的人數不得少於 5 人及超過 29 人。
  - (b) 執行委員會主席一職須從具有正式會員資格的各董事當中選出

一人擔任，其委任及選舉形式須經現有董事局當中並具屬於正式會員資格的董事過半數批准通過。會長不能同時擔任執行委員會主席。

(c) 執行委員會任期四(4)年，其會員可再獲接續委任多一屆任期。

### 63. 執行委員會會議的程序

(a) 執行委員會須根據董事局不時制定的規例，定期召開會議履行其職能。

(b) 執行委員會的法定人數須由董事局不時確定，且除非如此確定，否則法定人數為委員會會員人數的三份之一(1/3)。

64. 執行委員會主席須召開並主持委員會會議。若執行委員會主席於任何指定的會議時間 15 分鐘之後未出席，抑或其之前已通知不打算出席，則出席者須從他們當中選舉一位委員會會員主持會議。

## 秘書

65. 在不抵觸組織章程大綱第 4 條的情況下，董事局可按其認為合適的任期、薪金及條件委任秘書，如此獲委任的秘書亦可由董事局免任。

66. 條例或本細則中的任何條文，如規定或授權某事須由或須對一名董事及秘書作出，則不得以該事由身兼董事及秘書的人作出或對其作出而獲遵行，亦不得以該事由身兼董事及秘書或代秘書的人作出或對其作出而獲遵行。

## 印章

67. 董事局須就妥為保管印章制定條文，印章僅以董事局或董事局為此授權的委員會的職權使用，且須加蓋印章的每份文書須經一位董事簽署並由秘書或第二位董事或董事局為此目的而委任的其他人士加簽。

## 沒有查閱帳目及其他紀錄的權利



68. 任何人均無權僅憑會員的身分，查閱本總會的任何帳目或其他紀錄或文件，但如獲一

- (a) 成文法則；
- (b) 根據《條例》第 740 條作出的命令；
- (c) 董事；或
- (d) 本總會的普通決議，

賦予查閱權限，則屬例外。

### 審計

69. 核數師的委任及其職責的規管，須按照條例的規定進行。

70. 核數師的保險

(1) 董事可決定就以下法律責任，為本總會的核數師投購保險，並保持該保險有效，費用由本總會負擔—

(a) 該核數師因在履行核數師職責的過程中，在與關乎本總會的疏忽、失責、失職或違反信託行為(欺詐行為除外)有關連的情況下而對任何人承擔的法律責任；或

(b) 該核數師就針對該核數師提出的民事或刑事法律程序中進行抗辯而招致的法律責任，而該法律程序是針對該核數師在履行核數師職責的過程中所犯的、關乎本總會的疏忽、失責、失職或違反信託行為(包括欺詐行為)而提出的。(2) 在本條中，凡提述履行核數師職責，即包括履行《條例》第 415(6)(a)及(b)條指明的職責。

### 通知

71. 各位會員在總會登記的地址須位於香港，且該地址為通知送達的地址。登記地址若有任何變更，會員須以書面方式通知秘書。若任何會員未根據該細則登記地址或通知地址的任何變更，則透過將相關通知送達至其最後為人所知的營業地點交付予該會員，或者在如無相關地址時，將該通知張貼於總會的登記辦事處為期 3 天。

72. 總會可親自送達或透過交付方式、郵寄送交至收件人或其地址、透過電報、電報、電傳、傳真信息或電子郵件發送至登記的各別地址，將通知交付給任何會員。

### 73. 送達通知的時間

- (a) 將通知交付至會員登記地址須被視為已於交付時送達。
- (b) 透過預付郵費信件將通知送達至位於香港的地址，則須被視為已於郵寄後的工作日送達。
- (c) 透過海底電報或電報發送通知，則須被視為已於發送海底電報或電報後的工作日送達。
- (d) 透過電傳或傳真發送的通知被視為已於發送時送達，惟輸出的電傳或傳真顯示，已透過收件人的電傳或傳真機的自動回復收到通知。
- (e) 若透過預付郵費信件發送通知，則須充分證明裝有通知的信封或封套已妥為填寫地址且貼好郵票，並妥善存放於郵箱或郵局，方可證明已經送達。
- (f) 若會員已經以書面方式告知董事局，其準備透過電子郵件接收通知，則將通知發送至會員通知的電子郵件地址，即視為有效送達至該會員。透過電子郵件發送的通知，須視為已於緊接電子郵件傳送至該會員後送達至該會員。為免生疑問，總會並非一定使用電子郵件作為與任何會員通訊的方式，而（由總會選擇）可繼續使用本細則中列明的任何其他送達方式。

### **董事的彌償及保險**

#### 74. 彌償

- (1) 如任何疏忽、失責、失職或違反信託的行為，是關乎本總會，而本總會的董事或前董事在與該等行為有關連的情況下，招致須對本總會以外的任何人承擔的法律責任，則本總會的資產，可運用作就該法律責任彌償該董事。
- (2) 第(1)款適用的前提是，有關彌償不得涵蓋—
  - (a) 該董事繳付以下款項的法律責任—
    - (i) 在刑事法律程序中判處的罰款；或

- (ii) 須就不遵守屬規管性質的規定而以罰款形式繳付的款項；或
- (b) 該董事任何以下法律責任—
  - (i) (如該董事在刑事法律程序中被定罪)該董事因在該法律程序中作抗辯而招致的法律責任；
  - (ii) (如本總會提起民事法律程序，而在該法律程序中，該董事被判敗訴)該董事因在該法律程序中作抗辯而招致的法律責任；
  - (iii) (如本總會的會員代本總會提起民事法律程序，而在該法律程序中，該董事被判敗訴)該董事因在該法律程序中作抗辯而招致的法律責任；或
  - (iv) (如該董事根據《條例》第 903 或 904 條申請濟助，而原訟法庭拒絕向該董事授予該濟助)該董事在與該申請有關連的情況下招致的法律責任。
- (3) 在第(2)(b)款中，提述定罪、判決或拒絕授予濟助之處，即提述在有關法律程序中的終局決定。
- (4) 為施行第(3)款，任何定罪、判決或拒絕授予濟助—
  - (a) 如沒有遭上訴，在提出上訴的限期結束時，即屬終局決定；或
  - (b) 如遭上訴，在該上訴或任何進一步上訴獲了結時，即屬終局決定。
- (5) 為施行第(4)(b)款，如上訴—
  - (a) 已獲判定，而提出進一步上訴的限期已結束；或
  - (b) 已遭放棄，或已在其他情況下失效，該上訴即屬獲了結。

## 75. 保險

董事可決定就以下法律責任，為本總會的董事，投購保險，並保持該保險有效，費用由本總會負擔—

- (a) 該董事在與關乎本總會的疏忽、失責、失職或違反信託行為(欺詐行為除外)有關連的情況下對任何人承擔的法律責任；或
- (b) 該董事在針對該董事提出的民事或刑事法律程序中作抗辯而招致的法律責任，而該法律程序是針對該董事犯的關乎本總會的疏忽、失責、失職或違反信託行為(包括欺詐行為)而提出的。

## 清盤

76. 於任何時候通過要求總會清盤的特別決議時，總會須自願清盤。總會的組織章程大綱第 8 條須具有效力，猶如該條文於本組織章程細則中被重複一樣。

## 附表 1

### 第 5(g)條細則項下獲認許的正式會員資格

1. 南華體育會  
South China Athletic Association
2. 聯合排球會  
United Volleyball Association
3. 元朗排球會  
Yuen Long Volleyball Association
4. 福青體育會  
Lucky Youth Sports Association
5. 光大排球會  
Kwong Tai Volleyball Club
6. 天虹體育會  
Rainbow Sports Club
7. 蘇屋村排球會  
So Uk Tsuen Volleyball Association
8. 警察排球會  
Police Volleyball Club
9. 香港消防體育福利會  
Hong Kong Fire Services Sports & Welfare Club
10. 國際排球會  
International Volleyball Club
11. 龍隊排球隊  
Dragon Volleyball Team
12. 荃青排球會  
Chuen Ching Volleyball Club
13. 青華排球會  
Ching Wah Volleyball Club

14. 華英排球會  
Wa Ying Volleyball Association
15. 群力排球會  
Joint Force Volleyball Club
16. 嘉碧排球隊  
Capria Volleyball Team
17. 青年排球會  
Youth Volleyball Association
18. 華青體育會  
Wah Ching Sports Association
19. 協興排球會  
Hip Hing Volleyball Association
20. 德明排球協會  
Tak Ming Volleyball Association
21. 英華排球隊  
Ying Wa Volleyball Team
22. 友聯排球隊
23. 力克排球會  
Niki Volleyball Club
24. 海聯排球會  
Hoi Luen Volleyball Club
25. 學餘排球會  
Hok Yu Volleyball Association
26. 新齊排球會  
New Youth Volleyball Club
27. 德光體育會  
Tak Kwong Sports Association
28. 振海聯盟  
Cheer Alliance
29. 香港中華排球會  
Hong Kong Chinese Volleyball Association

簽署人的  
姓名、地址及描述

{ 簽名式 }  
許晉奎

{ 簽名式 }  
張治威

日期：2012 年 8 月 16 日。

上述簽名的見證人：

{ 簽名式 }  
中國香港特別行政區律師  
梁媛雯

