



MEMORANDUM
and
ARTICLES OF ASSOCIATION
of

HONG KONG INSTITUTE OF BUILDERS, LIMITED
香港營造師學會有限公司

Incorporated the _____ day of _____ 199

已登記
REGISTERED
19 - 12 - 1997

for Registrar of Companies
公司註冊處處長代行人

DEACONS GRAHAM & JAMES

05/11/1997	II189560
Sh. Form :	MAG
97058747	
HC U	
03	\$940.00
CHQ	\$940.00

04544014



No.

[COPY]

COMPANIES ORDINANCE
(CHAPTER 32)

CERTIFICATE OF INCORPORATION

I hereby certify that

HONG KONG INSTITUTE OF BUILDERS, LIMITED

香港營造師學會有限公司

is this day incorporated in Hong Kong under the Companies Ordinance, and that this company is limited.

Issued by the undersigned on

for Registrar of Companies
Hong Kong

THE COMPANIES ORDINANCE (CHAPTER 32)

A Company Limited by Guarantee

MEMORANDUM OF ASSOCIATION

OF

HONG KONG INSTITUTE OF BUILDERS, LIMITED
香港營造師學會有限公司

1. The name of the institute is "HONG KONG INSTITUTE OF BUILDERS, LIMITED 香港營造師學會有限公司" ("the Institute").
2. The registered office of the Institute will be situate in Hong Kong.
3. The objects for which the Institute is established are to secure the advancement and facilitate the acquisition of that knowledge and expertise which constitutes and promotes the practice of and professionalism in construction including, but not limited to :
 - (a) providing professional and social activities appropriate to the needs and interest of members of the Institute;
 - (b) providing facilities for the special interests of members as may be required by members of the Institute;
 - (c) encouraging the development of building education and training in teaching institutions within the Special Administration Region of Hong Kong and other areas in China;

- (d) promoting the increase of membership of the Institute by all appropriate means and particularly by establishing good liaison links with educational establishments;
- (e) guiding and co-ordinating the work of centres, if any, established outside the Special Administrative Region of Hong Kong;
- (f) providing means for the assembling of opinions and recommendation on construction matters;
- (g) securing effective two-way communication and co-operation with appropriate institutions, associations and other public bodies and/or authorities and professional bodies whether local or overseas with regard to all matters affecting construction;
- (h) becoming increasingly recognised within the government of Hong Kong both as a voice and integral part of the construction industry;
- (i) gaining widespread recognition of the Institute qualifications by both public and private sector employers;
- (j) stimulating public interest in the Institute and in construction by all appropriate means including publicity through the press and other media;
- (k) securing, so far as possible, proper representation of the Institute in the official administrative and industrial life in the Special Administrative Region of Hong Kong and other areas in China;
- (l) promoting the consideration and discussion of questions affecting construction and generally watching over and protect the interests of members engaged in the construction industry;
- (m) giving legislative and public bodies and other facilities of conferring with and ascertaining the views of members of the Institute as regard matters directly or indirectly affecting construction;
- (n) originating and promoting improvement in the law with regard to construction

matters and to support or oppose alterations therein, and to effect improvements in administration and for the purposes aforesaid to petition the government of Hong Kong and take such other steps and proceedings as may be deemed expedient;

- (o) diffusing amongst members of the Institute information on all matters affecting construction and to print, publish, issue and circulate such papers, periodicals, books, circulars and other literary undertakings as may seem conducive to any of these objects;
- (p) promoting excellence in the construction of building and civil works and just and honourable practice in the conduct of business and to suppress malpractice;
- (q) establishing, forming and maintaining a library and collections of models, designs, drawings and other articles of interest in connection with the construction industry;
- (r) arranging and promoting the adoption of equitable forms of contracts and other documents used in construction and encouraging the settlement of disputes by alternative dispute resolution processes, or mediation or arbitration and to act as or nominate mediators and/or arbitrators (excluding trade dispute) and umpires on such terms and in such cases as may seem expedient, or failing these processes by other lawful means;
- (s) establishing, undertaking, superintending, administering and contributing to any charitable or benevolent fund from whence may be made donation or advances to deserving persons who may be or have been engaged in the construction industry or connected with any person engaged therein and to contribute to or otherwise assist any charitable or benevolent institutions or undertakings;
- (t) undertaking and executing any trusts which may seem to the Institute conducive to any of its objects;
- (u) investing the monies of the Institute not immediately required or otherwise in such a manner as may from time to time be determined;
- (v) doing all such other lawful things as are incidental or conducive to the

attainment of the above objects or any of them.

Provided that :-

- (1) In case the Institute shall take or hold any property which may be subject to any trusts, the Institute will only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
 - (2) The objects of the Institute shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
 - (3) The powers set forth in the Seventh Schedule of the Companies Ordinance (Cap.32) are hereby excluded.
4. The property of the Institute (other than cash) shall be vested in the President, Secretary and Treasurer for the time being of the Institute as trustees who shall deal with the property of the Institute in the manner determined from time to time by the General Council. The President, Secretary and Treasurer as such trustees shall be indemnified against risk and expense out of the property of the Institute.
5. (1) The income and property of the Institute, whencesoever derived, shall be applied solely towards the promotion of the objects of the Institute as set forth in this Memorandum of Association
- (2) Subject to (4) and (5) below, no portion of the income and property of the Institute shall be paid or transferred directly or indirectly, by way of dividend, bonus, or otherwise howsoever, to the members of the Institute.
 - (3) No member of the General Council which shall be the Governing Body of the Institute shall be appointed to any salaried office of the Institute, or any office of the Institute paid by fees and no remuneration or other benefit in money or money's worth (except as provided in (5) below) shall be given by the Institute to any member of the General Council.
 - (4) Nothing herein shall prevent the payment, in good faith, by the Institute of reasonable and proper remuneration to any officer or servant of the Institute, or

to any member of the Institute not being a member of the General Council of the Institute in return for any services actually rendered to the Institute.

- (5) Nothing herein shall prevent the payment, in good faith, by the Institute :-
- (a) to any member of its General Council for out-of-pocket expenses;
 - (b) of interest on money lent by any member of the Institute or its General Council at a rate per year not exceeding 2% above the prime rate prescribed for the time being by the Hong Kong Association of Banks;
 - (c) of reasonable and proper rent for premises demised or let by any member of the Institute or of its General Council or the Society of Builders, Hong Kong;
 - (d) of remuneration or other benefit in money or money's worth to a body corporate in which a member of the Institute or of its General Council is interested solely by virtue of being a member of that body corporate by holding not more than one-hundredth part of its capital or controlling not more than a one-hundredth part of its votes.
- (6) No person shall be bound to account for any benefit he may receive in respect of any payment properly paid in accordance with (4) and (5) above.

6. The liability of the members is limited.

7. Every member of the Institute undertakes to contribute to the assets of the Institute, in the event of its being wound up while he is a member, or within one year after he ceased to be a member, for payment of the debts and liabilities of the Institute 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 not exceeding \$100.00.

8. If upon the winding up or dissolution of the Institute 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 Institute; but shall be given or transferred to some other institution or institutions, having objects similar to the objects

of the Institute, 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 Institute under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the Institute 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 the aforesaid provision then to some charitable object.

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

Names, Addresses and Descriptions of Subscribers


Mr. Wong Ching Lok, Christopher
Flat F, 3rd Floor,
Nam Tien Mansion,
Tai Koo Shing,
Hong Kong
Builder

汪整樂



The Society of Builders, Hong Kong
Rooms 801-802,
On Lok Yuen Building,
25 Des Voeux Road Central,
Hong Kong
Corporation

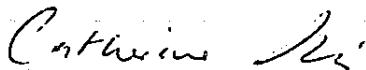
香港建築業協會



Dicky Sung
For and on behalf of
The Society of Builders, Hong Kong

Dated the 30th day of October, 1997.

WITNESS to the above signatures:-



Hui Wan Fong, Catherine
Secretary
Room 1520, Yue Shun House,
Yue Wan Chuen, Chai Wan,
Hong Kong.

THE COMPANIES ORDINANCE (CHAPTER 32)

A Company Limited by Guarantee

ARTICLES OF ASSOCIATION

OF

HONG KONG INSTITUTE OF BUILDERS, LIMITED

香港營造師學會有限公司

Preliminary

1. These presents shall be construed with reference to the provisions of the Companies Ordinance, Chapter 32, and terms used in these presents shall be taken as having the same respective meanings as they have when used in that Ordinance. In these presents, unless there be something in the subject or context inconsistent therewith:-

"In writing" means written, printed, typed or lithographed, or partly one and partly another.

Words importing the singular include the plural and vice versa and words importing masculine gender shall include the feminine and neuter genders.

"Month" means calendar month.

"Bye-Laws" means the Bye-laws of the Institute in force from time to time.

"General Council" means the General Council referred to in Article 7 of this Articles of Association.

"The Institute" means Hong Kong Institute of Builders, Limited 香港營造師學會有限公司.

"The Ordinance" means the Companies Ordinance, Chapter 32.

"These presents" means and includes these Articles of Association and the Bye-Laws of the Institute from time to time in force.

"Hong Kong" means the Hong Kong Island and its environs including the Kowloon Peninsula and the New Territories.

"Overseas" means any place outside Hong Kong.

2. For the purpose of registration the Institute is declared to consist of an unlimited number of members.
3. The Institute is established for the purposes expressed in the Memorandum of Association.

Qualifications and Admission of Members

4. (1) The number of members is unlimited. Membership of the Institute shall consist of :
 - (a) Those persons (being professionals holding a qualification of the Chartered Institute of Building and/or of the Society of Builders as registered as at 31 December 1996 who submitted a conforming application form for membership of the Institute on or before 5 May 1997), who joined together to sponsor the formation of the Institute at its first meeting for the adoption of the Memorandum of Association and the Articles of Association; and
 - (b) Those persons who from time to time may be elected to membership in accordance with the Bye-Laws of the Institute, provided always that no Bye-Law relating to this clause shall be amended unless
 - (i) at least 30 days' notice of the meeting at which a proposed amendment is to be tabled shall have been given in writing to all corporate members;

- (ii) a notice indicating the purpose of the meeting shall have been placed in at least one English and one Chinese newspaper circulating in Hong Kong at least one month prior to the proposed meeting; and
 - (iii) a minimum of one tenth of the corporate members and 66% of those present and able to vote shall support the motion for amendment.
- (2) The qualifications and procedures for and terms of admission, privileges and obligations of members including liability to expulsion, removal of name from the Register of the Institute or suspension, and conditions of registration for membership shall be such as the Bye-Laws of the Institute shall prescribe from time to time.

Grades of Membership

5. (1) Membership of the Institute shall comprise the following grades, namely :
- (a) Fellows,)
 -))
 - (b) Members,) who are collectively referred to herein as
 -) Corporate Members
 - (c) Honorary Fellows,)
 - (d) Licentiates, and
 - (e) Associates.
- (2) The Institute shall also maintain a register of Graduates and Student Members who shall have no rights, privileges or obligations save as provided herein or in the Bye-Laws and who shall not be at liberty to represent themselves as members of the Institute.
- (3) The procedure for transfer from one grade to another shall be as may be prescribed from time to time by the Bye-Laws of the Institute.

- (4) A member of the Institute shall be entitled to use the appropriate abbreviated designation after his name as follows :

(a)	An Honorary Fellow	Hon FHKIB
(b)	A Fellow	FHKIB
(c)	Member	MHKIB
(d)	Licentiate	LHKIB
(e)	Associates	AHKIB

Junior Organisation

6. The Institute shall have a Junior Organisation which shall comprise those members whose ages shall not exceed such age as the General Council may from time to time prescribe. All Graduates and/or Students shall be attached to and be entitled to participate in the activities of the Junior Organisation. The constitution and functions of the Junior Organisation shall be as prescribed from time to time by Regulations made by the General Council therefor.

Management of the Institute

7. (1) The affairs of the Institute shall be managed by a body called "The General Council" which shall be the governing body of the Institute.
- (2) The General Council shall have the sole control, management and superintendence of the property income affairs and concerns of the Institute and may appoint such Officers as it shall in its discretion deem necessary and if not contrary to or inconsistent with the provisions of the Memorandum of Association or any Bye-laws made hereunder may do all such acts as may appear to it to be necessary or desirable for the purpose of carrying into effect the objects of the Institute and in particular and without prejudice to the foregoing powers the General Council shall have the following powers :-
- (a) To accept any gift or property for any of the objects of the Institute;
- (b) To invest any moneys of, or belonging to the Institute in such manner as may from time to time be determined by the General Council;

- (c) To borrow, raise or secure the payment or repayment of moneys in such manner as it may think fit;
 - (d) To rent, purchase, take on lease or licence, construct, manage, maintain, improve, develop or alter any buildings or works, land, premises and property rights and interests necessary or convenient for the purpose of the Institute;
 - (e) To sell, lease, mortgage, charge, encumber, dispose of or otherwise deal with, all or any part of the property of the Institute;
 - (f) To control and conduct examinations in building and cognate subjects and issue certificates subject to such regulations as may from time to time be determined in General Meeting;
 - (g) To appoint such Committees and delegate to any such Committee such of the powers of the General Council as may be deemed necessary or appropriate for the better conduct of the Institute's business. Such Committees shall operate under and conduct their proceedings in accordance with any direction given by the General Council and shall report to the General Council as required;
 - (h) To procure the Institute to be incorporated;
 - (i) To arrange social, educational and recreational activities for members of the Institute and their guests.
- (3) The exercise of all powers exercisable by the General Council shall be subject to the control of the members in General Meeting but so that any act done by the General Council before any resolution of a General Meeting shall not be invalidated by any such resolution.

Membership of the General Council

8. The General Council shall consist of such corporate members of the Institute holding such qualifications and elected or nominated in such manner holding office for such periods and on such terms as to re-election or re-nomination and otherwise as may be

prescribed by its Bye-Laws.

Meetings

9. The meetings of the Institute shall be of such classes and shall be held for such purposes as may from time to time be prescribed by the Bye-Laws of the Institute and the rights of the several grades of members shall except as herein otherwise provided be such or subject to such restrictions as may be prescribed by the Bye-Laws of the Institute.

Alteration of Articles and Bye-Laws

10. The Articles of Association may be altered, amended or added to by special resolution (passed in accordance with the provisions of the Ordinance, Chapter 32) in any manner allowed by these presents and by the Ordinance applicable to the Institute. Not less than 30 days notice shall be given to the members in accordance with these presents specifying the alterations proposed, but such alterations shall not be altered, amended or added to in any other way.
11. Voting on any such resolution may be by proxy vote conducted in such manner as the Bye-Laws, failing which the General Council, may prescribe.
12. Subject to clause 4(1)(b) hereof, a majority of the corporate members present in person or by proxy and voting at a General Meeting of the Institute specially called for the purpose of which due notice has been given, shall have power from time to time to make Bye-Laws or to revoke, alter or amend any Bye-Laws to be made under the Articles of Association.

Winding Up

13. The provisions of Clause 8 of the Memorandum of Association relating to the winding-up and dissolution of the Institute shall have effect as if the same were repeated in these presents.

Fees and Subscriptions and Calls

14. The fees (if any) payable upon election to membership or upon transfer from one class of membership to another and the annual subscriptions (if any) payable in respect of each class of membership shall be determined in accordance with the Bye-Laws.
15. The subscriptions shall be due and payable annually on the date prescribed by the Bye-Laws.
16. The General Council may, with the sanction of a General Meeting, from time to time call upon the members of the several classes in proportion to their annual subscriptions to contribute funds for the purposes of the Institute or any of them, and each individual shall pay every call so made as prescribed by the General Council; but the calls made in any one year shall not amount to more than twice the annual subscription payable.
17. A call shall be deemed to have been made at the time when the resolution of the Council making the same is passed. Fourteen days' notice of every call shall be given, specifying the time of payment. Every such payment shall be made to the Secretary at the Institute's registered office.

Determination of Membership

18. The rights and privileges of membership shall be personal and incapable of transfer.
19. The membership of any class may be terminated in such manner as prescribed by the Bye-Laws.
20. Any person whose membership ceases for any reason shall nevertheless remain liable to pay to the Institute all moneys which at the time at which his membership ceased may have been due from him or which may thereafter become due in pursuance of clause 7 of the Memorandum of Association.

Annual List of Members

21. The General Council shall prepare annually a Membership List, the rules, regulations and bye-laws of the Institute for the time being in force, a list of the General Council and an Annual Report. Copies of any of these documents may be sold at such

reasonable price as the General Council shall determine, but a member of any class shall be entitled to a copy free of charge.

Office

22. The Institute's registered office where the management and superintendance of its business is conducted shall be in Hong Kong, and the General Council may at its discretion open or close subsidiary, district and local offices elsewhere.

Seal

23. The safe custody and use of the Seal of the Institute shall be in such manner as prescribed by the Bye-laws.

Accounts

24. The Accounts of the Institute shall be kept in such manner as prescribed by the Bye-Laws.

Audit

25. The auditing of accounts of the Institute and the duties of the Auditors shall be determined by the Bye-Laws.

Indemnity to Officers

26. The members of the General Council shall be indemnified by the Institute from all liabilities and expenses incurred by them respectively in or about the discharge of their respective duties; and no Officer shall be liable for the acts or omissions of any other Officer or for joining in any receipt or other act of conformity, but this Article shall only take effect in so far as its provisions are not avoided by Sec.165 of the Companies Ordinance, Chapter 32.

Notices

27. Any notice from the Institute to a member shall be given in writing or by cable, telex or facsimile transmission message and any such notice and (where appropriate) any other

document may be served or delivered by the Institute on or to any member either personally or by sending it through the post in a prepaid envelope addressed to such member at his registered address as appearing in the Register of Members or at any other address supplied by him to the Institute for the giving of notice to him or, as the case may be, by transmitting it to any such address or transmitting it to any telex or facsimile transmission number supplied by him to the Institute for the giving of notice to him or which the person transmitting the notice reasonably and bona fide believes at the relevant time will result in the notice being duly received by the member.

28. Any notice or other document :-

- (1) if served or delivered by post, shall be sent by airmail where appropriate and shall be deemed to have been served or delivered at the time when the envelope containing the same is put into the post; in proving such service or delivery it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post and a certificate in writing signed by the Secretary or other officer of the Institute that the envelope containing the notice or other document was so addressed and put into the post shall be conclusive evidence thereof; and
- (2) if served or delivered in any other manner contemplated by these presents, shall be deemed to have been served or delivered at the time of personal service or delivery or, as the case may be, at the time of the relevant dispatch or transmission; and in proving such service or delivery a certificate in writing signed by the Secretary or other officer of the Institute as to the fact and time of such service, delivery, dispatch or transmission shall be conclusive evidence thereof.

29. Any notice of document delivered or sent by post to, or left at, the registered address of any member or any other address supplied by him to the Institute for the giving of notice to him shall, if such member be then deceased, and whether or not the Institute has notice of his death, be deemed to have been duly served on his legal personal representatives.

Names, Addresses and Descriptions of Subscribers

Mr. Wong Ching Lok, Christopher
Flat F, 3rd Floor,
Nam Tien Mansion,
Tai Koo Shing,
Hong Kong
Builder

汪整樂



The Society of Builders, Hong Kong
Rooms 801-802,
On Lok Yuen Building,
25 Des Voeux Road Central,
Hong Kong
Corporation

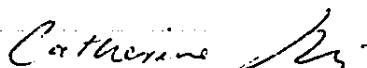
香港建築業協會



Dicky Sung
For and on behalf of
The Society of Builders, Hong Kong

Dated the 30th day of October, 1997.

WITNESS to the above signatures:-



Hui Wan Fong, Catherine
Secretary
Room 1520, Yue Shun House,
Yue Wan Chuen, Chai Wan,
Hong Kong.

97058747