



I Certify That This is a True Copy  
Date. 1<sup>st</sup> October 2023  
Wishaka  
Registrar Of Companies

THE COMPANIES ACT (CAP.486)

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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REVISED

MEMORUNDUM AND ARTICLES OF ASSOCIATION

Of

THE UNITED KENYA CLUB

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(Revision dated 2022)

I Certify That This is a True Copy  
Date.. 17<sup>th</sup> October 2023  
Washaka  
Registrar Of Companies

MEMORANDUM OF ASSOCIATION  
OF

THE UNITED KENYA CLUB

1. The name of the Company is "THE UNITED KENYA CLUB"
2. The registered office of the Company will be situated in Kenya
3. The objects for which the Company is established are:
  - a) To acquire and take over all or any part of the assets and liabilities of the present unincorporated body known as "The United Kenya Club".
  - b) To establish, maintain and conduct a club for the accommodation of the members of the Company and their friends, and generally to afford to them all the usual privileges, advantages, conveniences and accommodation of a club, and to promote the association of the inhabitants of Kenya in games and athletic sports and pastimes and recreational activities and to encourage social and cultural intercourse between members of the Company.
  - c) To acquire by purchase, lease or otherwise grounds at Nairobi or elsewhere in Kenya, and to lay out, prepare and maintain the same for tennis or other athletic sports or pastimes, and to build or otherwise provide club-houses and bungalows, workshops, stables, sheds, motor-houses and other conveniences in connection therewith, and to furnish, alter, enlarge, repair, uphold and maintain in the same, and to permit the same to be used by members and employees of the Company and others either gratuitously or for payment.
  - d) To acquire by purchase, lease or otherwise any other lands, buildings, tenements or property situate contiguous or near the Club premises and grounds, club-house and premises of the Company likely to advance or benefit, either directly or indirectly, the interest of the Company.
  - e) To manage, improve, farm, cultivate and maintain all or any part of the lands, buildings, tenements and property of the Company, and to demise, under-let, exchange, sell or otherwise deal with the dispose of the same either together or in portions, for such consideration of the Company may think of it, and, in particular, for shares, debentures or securities of any company purchasing of the same.
  - f) To purchase, hire, make or provide and maintain an to sell or otherwise dispose of all kinds of horses and livestock, motor cars, furniture, plate, linen, glass, books, papers, periodicals, stationery, billiards tables, cards, games, tools, implements, machines, utensils and other things required or which maybe conveniently used in connection with the courts and grounds, club-house and other premises of the Company by persons frequenting the same, whether members of the Company or not.
  - g) To buy, prepare, make, supply, sell and deal in all kinds of tennis racquets and balls, and all apparatus used in connection with games and athletic sports and pastimes; and all kinds of liquors, provision and refreshments required or used by the Members of the Company or other persons frequenting the courts, grounds, club-house, or premises of the Company.

- h) To hire and employ all classes of persons considered necessary for the purpose of the Company and to pay them and other persons in return for services rendered to the Company salaries, wages, gratuities and pensions.
  - i) To promote and hold, either alone, or jointly with any other association, club or persons, meetings, competitions and matches for playing tennis or any other athletic sports or pastimes, and to offer, give or contribute towards prizes, medals and awards therefore, and to promote, give or support dinners, balls, concerts and other entertainments.
  - j) To establish, promote or assist in establishing or promoting, and to subscribe to, or become a member of, any other association or club whose objects are similar or in part similar to the objects of the Company, or the establishment or promotion of which may be beneficial to the Company: Provided that no subscription be paid to any such association or club out of the funds of the Company, except bona fide in furtherance of the objects of the Company.
  - k) To support or subscribe to any charitable or public body, and any institution, society or club which may be for the benefit of the Company; to give pension, gratuities, Christmas boxes or charitable aid to any person who may have served the Company, or to the wife, widow, children or any other relatives of such other persons; to make payments towards insurance; and to form and contribute to provident and benefits funds for the benefits of any persons employed by the Company.
  - l) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time.
  - m) To borrow or raise and give security for money by the issue of, or upon, bonds, debentures, debenture stock, bills of exchange, promissory notes or other obligations or securities of the Company, or by mortgage or charge upon all or any part of the property of the Company.
  - n) To act as trustee for the members of the Company and, as such trustee, to receive and hold money in the trust for them and therewith to purchase, hold in trust for and supply to the members of the Company intoxicating liquors, tobacco and other things.
  - o) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.
4. The income and property of the Company, (as determined by generally accepted accounting principles) shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association; and no portion thereof shall be paid or transferred directly or indirectly, by the way of dividend, gift, division, bonus or otherwise howsoever by way of profit, to the members of the Company. PROVIDED that nothing herein shall prevent the payment in good faith of remuneration to any officer or servant of the Company, or to any member of the Company, in return for any services actually rendered to the Company, nor prevent the payment of interest at a reasonable rate on money lent, or the payment of reasonable and proper rent for premises demised or let, by any member of the Company, but so that no member of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees; and that no remuneration or other benefit in money or money's worth shall be given by the Company except repayment of out of pocket expenses and

interest as aforesaid on money lent, or of the payment of a reasonable and proper rent for premises demised or let to the Company.

5. No addition, alteration, or amendment shall be made to or in the regulations contained in the Memorandum and Articles of Association for the time being in force unless the same shall have been previously submitted to members at a general meeting of the Club.
6. The fourth and fifth paragraphs of this Memorandum contain conditions on which a license is granted by the Minister to the Company in pursuance of Section 21 of the Companies Act (Chapter 486 of the Laws of Kenya).
7. The liability of the Members is limited.
8. Every member of the Company undertakes to contribute to the assets of the Company 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 Company contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and for adjustment of the rights of the contributions among themselves, such amount as may be required, not exceeding Ksh.100.

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.

I Certify That This is a True Copy

Date: 17<sup>th</sup> October 2023

W. K. K. K.

Registrar Of Companies

### INTERPRETATION

1. In these Articles, unless there be in the context anything Inconsistent therewith:

"The Act"	....	Shall mean the Companies Act (Chapter 486), and every other Act incorporated therewith, or any Act or Acts substituted therefore; and in case of any such substitution the references in these presents to the provisions of the Act shall be read and construed as references to the provision substituted therefore in the next Act or Acts.
"The Club"	....	Shall mean the United Kenya Club.
"The Patron"	....	Shall mean the Patron elected pursuant to the provisions of these presents.
"The Board of Directors"	....	Shall mean the Board of Directors of the Club elected pursuant to the provisions of these presents.
"Director"		Shall mean a person elected to the Board of Directors pursuant to the provisions of these presents and shall include, where the context so admits, the Chairman, Vice – Chairman and the Hon. Treasurer.
"The Secretary"	....	Means any person appointed to perform the duties of the Secretary of the Club and may include any Temporary or Assistant Secretary.
"General Manager"	....	Shall mean a person employed or appointed by the Board of Directors whose duties shall be to manage and administer the day- to- day running of the Club. The General Manager shall exercise authority and powers conferred upon him by the Board of Directors. He shall also be the Secretary to the Board and implement policy guidelines as directed by the Board of Directors.
"Month"	....	Shall mean calendar month.

Words and expressions defined in the Act shall, except as hereinbefore provided, have the meaning thereby assigned to them.

Words importing the singular number shall include the plural, and vice versa.

Words importing the masculine gender include the feminine.

Words importing persons shall include bodies corporate.

2. The Regulations contained in Table "C" in the First Schedule to the Companies Act (Chapter 486 of the Laws of Kenya) shall not apply to the Club.

### **MEMBERS**

3. The number of members of the Club at the date of the adoption of these Articles is declared to be unlimited.

### **APPLICATION FOR MEMBERSHIP**

#### **4. Establishment of the Balloting Committee and its Functions**

- a) There shall be established a Committee to be known as the Balloting Committee to conduct the initial process of the vetting of candidates for membership of the Club. The Committee shall be made up of Four Members of the Board of Directors of the Club and any Three Full Members duly co-opted.
- b) Any person wishing to become a Member of the Club shall apply formally for membership in the prescribed form which shall be completed and countersigned by a Proposer and a Seconder and handed to the General Manager.
- c) The Proposer and Seconder of the applicant must have been Full Members of the Club for at least three years.
- d) At the meeting of the Balloting Committee, upon receipt of any application for membership, such application shall be considered by the Balloting Committee who shall thereupon determine the admission or rejection of the application without giving any reasons for their decision.
- e) The applicant will be considered by the Balloting Committee for election as a Full member and will be elected a Full Member by the Balloting Committee by secret ballot provided that: -
  - i. There shall be a quorum of five members where all four members representing the Board of Directors must be present at the meeting of the Committee held for such purpose
  - ii. For an applicant to be admitted to membership at least four members of the Committee shall vote in favour of the applicant and not more than one Member may vote against his election.

#### **5. Membership Categories**

### **FULL MEMBERS**

Full members are and shall be, persons, not being below the age of Twenty-Seven years at the time of election, duly elected as such under Article 4, and who are entitled to all the privileges of membership of the Club, to receive notices of, and to attend and vote at all General Meetings of the Club, and who shall be eligible to be elected to and to serve on the Board of Directors and on any Committee of the Club.

**Full membership shall consist of the following categories:**

**a) Town Members**

A Full Member who either resides or who carries on his major profession, business, or occupation within a radius of 100 kilometres of the Club's premises shall be known as a Town Member.

**b) Country Members**

A Full Member who neither resides nor carries on his major profession, business or occupation within a radius of 100 kilometres of the Club's premises shall be known as a Country Member.

**c) Life Members**

i. Any member who at the time of application has been a Full Member for 25 consecutive years and has attained the age of sixty-five (65) years, may be elected as a Life Member on payment of one-off fees as the Directors may from time to time prescribe. Such members shall not be required to pay subscription but shall be entitled to all rights and privileges enjoyed by Full Members.

Provided that to be admitted as a Life Member, a person shall have demonstrated consistent commitment and service to the Club and has not had any integrity issues in his relationship with the Club.

ii. Any person who at the time of application and admission to membership has attained the age of 75 years shall pay half the entrance fee applicable at the time but shall be expected to pay the full development levy. On admission, the member will be required to maintain his membership for three years by paying a quarter of the annual membership fee but thereafter will not be required to pay any further membership or development levy as required herein above and such Member will be of good standing and will not have any outstanding debts with the Club arising from annual subscriptions and development levy obligations.

**OTHER CATEGORIES OF MEMBERSHIP**

The following categories of members shall be entitled to enjoy such privileges of membership of the Club as defined for each category but shall not be eligible for election to and to serve on the Board of Directors and on any Committee of the Club.

**d) Overseas Members.**

A Full Member who ceases to ordinarily reside in Kenya (or the East African community and neighbouring states), and who is not a Life Member shall notify the Secretary of intended change of residency and will become an Overseas Member, and will be entitled to pay only 50% of the membership fee.

Provided that when such a member resumes residence in Kenya (or East African Community and neighbouring states), he must inform the Club to restore his membership to the former category.



e) **Absentee Members**

A Member who ceases to be ordinarily resident in Kenya (or in the East African community and neighbouring states) in the case of Members falling under Articles 5(a,b,c,d), who upon request for temporary suspension of his membership and with the approval of the Board will become an absentee member. An absentee member shall be exempted from all future Membership subscriptions which would otherwise have been due for as long as that Member remains an Absentee Member.

Provided that when such a member resumes residence in Kenya (or East African Community and neighbouring states), he must inform the Club to restore his membership to the former category in the event that he would wish to resume Club Membership.

f) **Nominated Members**

Every person who is the Spouse of a Full Member and who is nominated in writing by that Member for such membership and who is accepted by the Directors shall be a Nominated Member of the Club provided that: -

- i. A Full Member shall not be eligible to nominate more than one person as a Nominated Member;
- ii. The acceptance of any such nominee shall be at the sole discretion of the Directors who shall not be obliged to assign any reason for non- acceptance; and
- iii. If the Full Member who nominated a Nominated Member shall die or if that Full Member and the Nominated Member shall cease to cohabit or if their marriage shall be dissolved, then and in any such case the Nominated Member shall *ipso facto* cease to be a Nominated Member of the Club. PROVIDED FURTHER THAT a Nominated member shall:
  - I. not be liable to pay any entrance fee on being accepted as such;
  - II. not be liable to pay such subscription or levy as the Directors shall or may from time to time prescribe;
  - III. not be entitled to be an official of the Club nor a Director or a member of the Balloting Committee or to receive notice of or to vote in any General Meeting or otherwise; and
  - IV. not be entitled to sponsor any person for membership of the Club;

But shall in all other respects be entitled to all the rights and privileges and be subject to all the duties and obligations of a Full Member.

g) **Widow/ Widower Membership**

The widow/ widower of a deceased Full Member may be elected by the Board of Directors, upon application, without ballot and at the sole discretion of the said Directors to be a Full Member of the Club, subject to payment of subsequent subscription as may from time to time be prescribed by the Board, and will be entitled to all the rights, privileges, duties and obligations accorded a Full Member, without any exception or exemption whatsoever.

h) **Junior Members**

Every person over the age of fourteen years and under the age of Twenty-Seven years, who is the child of a Full Member and who upon that member's nomination in writing to the Club is, at the discretion of the Directors, accepted as a Nominated Junior Member.

Provided that a Nominated Junior Member who attains the age of twenty-seven years shall there upon cease to be a Nominated Junior Member and must act to regulate his membership category to that of a full member within one year of attaining the age of 27-years. During the one-year transition, he will pay subscription at the rate 50% of the applicable rate for Full Members.

**i) Corporate Members**

- I. A Corporate member shall be a body duly incorporated or registered under the requisite Law, which applies to become and is duly elected to be a Corporate Member of the Club in accordance with the provisions of these Articles, and upon election, pays the requisite entrance fee as prescribed by the Board.
- II. Subject to and upon such terms, conditions, restrictions and provisions as the Directors shall or may from time to time and at anytime in their absolute discretion determine whether generally or in relation to any particular case, a Corporate Member shall be entitled from time to time to nominate not more than five members of its staff to be granted by the Directors at their absolute discretion the right to use the Club premises and facilities to the same extent and in like manner as if they were Full Members of the Club and to be subject to the same rights and obligations as such Members.
- III. A Corporate Member shall be entitled to one vote by Proxy at General Meetings of the Club upon and subject to the terms and conditions contained in Article 26 to 28 and in the manner therein specified.

**j) Honorary Members**

The Directors may elect as Honorary Members such persons as they consider fit for such periods and on such conditions as they may from time to time determine, but so that no Honorary Member shall be entitled to vote at General Meetings, nor eligible to be elected to or to serve on the Board of Directors or on any Committee of the Club. Provided that the Board of Directors shall have the right to review the continued such honorary membership every three years and make a determination.

**k) Temporary Members**

- I. A Non-Member may be given Temporary Membership upon payment of temporary membership fee as determined by Directors from time to time. Such temporary membership will be for a period not exceeding 3 months in any calendar year. The Board of Directors may exercise the discretion to extend such period for another 3 months in the year.
- II. Individuals availing themselves temporarily of the residential facilities of the Club shall pay a temporary membership fee each time they require such facilities as prescribed by the Board of Directors.

No Temporary Member shall be entitled to vote at General Meetings, or eligible to be elected, or to serve on the Board of Directors or on any Committee of the Club.

## MEMBERSHIP FEES

### 6. Entrance Fees, Subscriptions and Development Levies

- a) Entrance fees, Development levies and Annual subscriptions shall be at such rates and payable at such times as the Directors shall from time to time prescribe, and until otherwise decided as aforesaid, the same shall become due on the First day of January in respect of the ensuing year. In the case of persons admitted to membership after the Thirtieth day of September in any year, the subscription for that year shall be half of the subscription for a full year. In all other cases, the annual subscription shall be paid in full for the year of admission.
- b) Revision of rates and subscription fees shall be proposed by the Board of Directors to a General Meeting for which the usual 21 days' notice has been given.

## CESSATION OF MEMBERSHIP

### 7. Retirement, Expulsion and Membership Changes

- a) Any Member of the Club, who shall desire to retire, shall signify such desire in writing to the General Manager and thereupon, his name shall be removed from the list of Members and he shall be deemed to have retired, without prejudice, however, to his liability to the Club and to his continuing liability, as guarantor for one year thereafter.
- b) Any Member may be expelled in accordance with Clause 8 of these Articles. He will cease to be a Member and will not be allowed access to the Club premises.
- c) Junior membership and Nominated membership ceases automatically upon the membership of a full member ceasing in accordance with (a) and (b) above.

### 8. Expulsion Arising from a Disciplinary Process or Subscription Arrears

- a) If a Member infringes the Rules and By-Laws and Articles of Association of the Club or the behaviour of such Member at any time or place shall constitute gross misconduct or be prejudicial to the interests of the Club or its Members, the Directors shall suspend such Members for a period not exceeding 6 months or expel such Members in accordance with Clause 59 (a) of the Articles of the Club.
- b) The Board shall constitute a Disciplinary Committee consisting of five (5) Full or life members, one of whom shall be designated as Committee Chairman by the Board to investigate any matters arising from 8(a) above whose findings and recommendations shall be forwarded to the Board for further action. However, where the punishment to be meted out on the member is expulsion the Board shall forward the decision to the general meeting for ratification.
- c) If any annual subscriptions and other Club dues, due from a Member are in arrears for more than three months and due notice of such default has been tendered and there has been no compliance, the Board of Directors shall suspend or expel such Member.

### **GENERAL MEETINGS**

9. The Club shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the Meetings as such in the notices calling it. The Annual General Meeting shall be held at such time and place, as the Directors shall appoint and not more than Fifteen months shall elapse between the date of one Annual General Meeting of the Club and that of the next.
10. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
11. The Directors may, whenever they consider fit, convene an Extraordinary General Meeting, and an Extraordinary General Meeting shall also be convened on such requisition, or in default, may be convened by such requisitionists, as provided by the Act. If at any time there are not in Kenya, sufficient Directors capable of acting to form a quorum, any Director or any two Full Members of the Club may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

### **NOTICE OF GENERAL MEETINGS**

12. Every General Meeting shall be called by at least Twenty-one days' notice. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the General nature of that business shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Club in general meetings, to such persons as are, under the Articles of Association of the Club, entitled to receive such notices from the Club.  
Provided that a meeting of the Club shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed.
  - a) In the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
  - b) In the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than Ninety – Five percent of the total voting rights at that meeting of all the Members.
13. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice, shall not invalidate the proceedings at those meetings.

### **PROCEEDINGS AT GENERAL MEETINGS**

14. All business shall be deemed special that is transacted at an Extraordinary General Meetings, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Directors and auditors, the election of the officers in the place of those retiring and the appointments of, and the fixing of the remuneration of the Auditors.

15. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, Fifteen Full Members present in person or by proxy shall be a quorum.
16. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Full Members present in person or by proxy shall be a quorum.
17. The Chairman or, in his absence, one of the two Vice Chairmen, shall preside as Chairman at every General Meeting of the Club, or if there is no Chairman or Vice Chairmen, or if none of them shall be present within Fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their members to be Chairman of the meeting.
18. If at any meeting no Director is willing to act as Chairman or if no Director is present within Fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairman of the meeting.
19. The Chairman may, with the consent of any meeting at which a quorum is present, (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for Thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
20. At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded;
  - (a) by the Chairman; or
  - (b) By at least Five Full Members present in person or by proxy.

Unless a poll be so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, an entry to that effect in the book containing the minutes of proceedings of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the vote recorded in favour of or against such resolution.

21. The demand for a poll may be withdrawn.
22. Except as provided in Articles 24 if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

23. In the case of an equality of votes, whether on show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
24. A poll demanded on the election of a Chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be preceded with pending the taking of the poll. The Chairman's decision as to the time for taking a poll shall be final.

### VOTE OF MEMBERS

25. Every Full Member shall have one vote.
26. No Full Member shall be entitled to vote at any general meeting unless all subscriptions presently payable by him to the Club have been paid.
27. On a poll, votes may be given either personally or by proxy.
28. The instrument appointing a proxy shall be in writing under the hands of the appointer. A proxy must be a Full Member of the Club who is otherwise qualified to vote at general meetings of the Club. No Member may act as proxy for more than two people.
29. The instrument appointing a proxy shall be deposited at the Registered Office of the Club or at such other place within Kenya as is specified for that purpose in the notice convening the meeting, not less than Forty – Eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument propose to vote, or, in the case of a poll, not less than Twenty – Four hours before the time appointed for the taking of the poll, and in default, the instrument of proxy shall not be treated as valid.
30. An instrument appointing a proxy shall be in the following form or form a near thereto as circumstances admit;

### THE UNITED KENYA CLUB

“I \_\_\_\_\_ of  
 being a Full Member of the above named Club, hereby appoint \_\_\_\_\_  
 of \_\_\_\_\_ or  
 Failing him \_\_\_\_\_ as  
 my proxy to vote for me on my behalf at the Annual/extraordinary general meeting of  
 the club to be held on the \_\_\_\_\_ day of, and at any adjournment thereof.  
 I understand and acknowledge that a proxy must be a Full Member of the Club who is  
 otherwise qualified to vote at general meetings of the Club.  
 Signed this \_\_\_\_\_ day of \_\_\_\_\_.”

31. Where it is desired to afford Full Members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit;

#### THE UNITED KENYA CLUB

"I \_\_\_\_\_ of \_\_\_\_\_  
being a Full Member of the above named Club, hereby appoint \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ or \_\_\_\_\_  
failing him \_\_\_\_\_ of \_\_\_\_\_ as \_\_\_\_\_  
my proxy to vote for me on my behalf at the annual/extraordinary general meeting of the  
Club to be held on the \_\_\_\_\_ day of \_\_\_\_\_ and at  
any adjournment thereof. I understand and acknowledge that a proxy must be a Full  
Member of the Club who is otherwise qualified to vote at general meetings of the Club.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ "  
This form is to be used in favour of/ against the resolution.  
Unless otherwise instructed, the proxy will vote as he considers fit.

32. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
33. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Club at its Registered Office before the commencement of the meeting of adjourned meeting at which the proxy is used.

#### THE COUNCIL OF PATRONS

34. The Club shall have a Council of Patrons consisting of between 3 and 7 members whose composition, responsibilities, duties, rights and privileges shall be as provided below:
- a) The Electoral Committee shall at least ninety (90) days before the date appointed for the annual general meeting of each year invite members to submit their nominations to the Committee for the position of member of the Council of Patrons on a prescribed form for that purpose.
  - b) The persons to be elected as members of the Council of Patrons shall be full members of the Club or be life members of the Club in good standing for at least ten (10) years consecutively preceding their election to the position of member of Council of Patrons.
  - c) The Electoral Committee shall put each of the candidates nominated through a vetting process and present qualified candidates to the general meeting for election as members of the Council of Patrons.
  - d) At the third annual general meeting of the Club after the adoption of these Articles three members shall retire from office and shall be replaced by new members. The Patrons to retire at the third annual general meeting shall (unless otherwise agreed among themselves) be determined by lot. The remaining four members shall retire on their sixth year. Provided that no member shall serve for more than six (6) consecutive years as a member of the Council of Patrons.

- e) The constituted Council of Patrons shall reflect the interests of all sections of the Kenyan society and specifically shall take into account equitable representation in terms of regional and ethnic balance, gender parity and shall have due regard to the principle of fair representation for persons with disabilities. The Electoral Committee shall take this provision into account at the point of vetting the candidates for presentation to the annual general meeting for election.
- f) The Council of Patrons shall at their first meeting elect a Chairman and Vice Chairman of the Council from among themselves. The Chairman shall serve for a period of three (3) years but may be re-elected for a further and final term of three (3) years.
- g) The Council of Patrons shall meet at least three (3) times a year or as needed. Both the Club Company Secretary and the Club Manager shall attend the Council Meetings as facilitators. Provided that the Club Chairman shall arrange to provide quarterly updates to the Council Chairman on key issues being undertaken by the Club and in addition, the Council Chairman shall, at any time have access to the minutes of the Board of Directors.
- h) The Council shall hold at least two (2) consultative meetings with the Board of Directors in any year. The agenda for such meetings shall be agreed between the Council Chairman and the Club Chairman taking into account the prevailing circumstances at the time.
- i) The Council of Patrons shall offer advisory support to the Board of Directors and assist in the resolution of disputes which may not have been expressly provided for in these Articles or other regulations of the Club. The Council shall also deal with such issues as may arise in relation to the application of good governance practice in the stewardship of the Club by the Board of Directors, including but not limited to conflict of interest. Provided that where the issue involved results in a disciplinary action having to be taken against any member of the Board as contemplated under Article 8 of the Club's Articles of Association, the decision shall be communicated to the Council by the Club Company Secretary. Subject to Article 75, and only under exceptional circumstances a dispute may be instigated by a member of the Club or a Director directly to the Council of Patrons and the decision of the Council of Patrons on the dispute shall be final.
- j) The Council Chairman shall be available to perform such ceremonial functions as the Club, through the Board of Directors, shall determine from time to time. The Chairman may delegate this role to any of the Patrons.
- k) The office of the Club Patron shall be vacated by the holder before the expiry of his term upon resignation, death, incapacitation, bankruptcy, retirement, or for any other reason as may be determined by the Club or provided for under these Articles.
- l) The vacancy so arising shall be filled by the Board of Directors in consultation with the Council of Patrons. The person so appointed shall hold office until the next Annual General when the person shall be either confirmed or another person elected to fill the vacancy.
- m) Patrons shall take an oath of allegiance and service in the prescribed form immediately upon election or at the earliest possible opportunity as shall be determined by the Board of Directors.

#### **HONORARY OFFICERS**

35. The Honorary Officers of the Club shall consist of the Chairman, Two Vice Chairmen and the Treasurer.



### 36. Election of Honorary Officers & Appointment of Secretary

- a) The Honorary Officers shall be elected by the Directors from among their body. Persons seeking to be elected as Honorary Officers shall first undergo a vetting process conducted by the Electoral Committee and cleared to present themselves as candidates. Issues relating to their performance as Directors or Members, including those touching on their integrity shall be considered.
- b) The Directors shall also be responsible for the appointment of the Secretary on such terms and conditions as they consider reasonable.

### BOARD OF DIRECTORS

37. The number of Directors shall not be less than 7 and not more than 15. At the first annual general meeting of the Club after the adoption of these Articles and at every subsequent annual general meeting, one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.
38. The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot. No Director shall offer himself for re-election so as to result in such Director, if elected, serving more than two full consecutive terms of 3- years from the date hereof (without prejudice to any Director's right to stand for election again subsequently, provided he is proposed, seconded and elected in the normal way, in which case the same rule shall apply thereafter).
39. A retiring Director shall be eligible for re-election.
40. The Club, at the meeting at which a Director retires in the manner aforesaid, 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 offices or unless a resolution for the re-election of such Directors shall have been put to the meeting and lost or the general meeting shall have decided to recall the director for under-performance or/and for any other reason in the interest of the Club. Provided that in the case of under-performance related cases, the Directors' performance evaluation report as provided in the Board Charter shall also form the basis of determination.
41. There shall be an Electoral Committee of Five Full Members of at least six years standing, of impeccable credentials, character and integrity elected by the Club by Ordinary resolution who shall be assisted by the Company Secretary to receive at the registered office of the Club the notice in writing, contemplated under Article 42 and shall scrutinize, vet and determine the eligibility, suitability and validity of the person so proposed for election as the director.  
PROVIDED That: -
  - a) Prior to the first Annual General Meeting of the Club after the adoption of this Article the Board will nominate the initial Electoral Committee members for purposes of that first election only, subsequent to which the club will by ordinary resolution at the said first

meeting and in subsequent meetings thereafter elect members of the said electoral Committee for a non-renewable three-year term.

- b) The Electoral Committee shall pursuant to the provisions of Article 26 draw up a list of all members eligible to vote at the poll and at least Forty-Eight hours before the poll duly circulate the same vide electronic mail to the membership.
  - c) The Electoral Committee shall at least Seventy-Two hours before the poll prepare and circulate vide electronic mail to the membership the names of all persons it has cleared to vie for the office of Director at the said poll.
  - d) The Electoral Committee shall make its own rules of procedure pursuant to and in compliance with the Club Articles of Association and any other directions the Club shall at general meetings resolve they incorporate and/or adhere to.
  - e) The Electoral Committee shall forward to the Club Board of Directors the rules made pursuant to sub-paragraph (d) above for deliberation, approval and subsequent ratification.
42. No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of Directors at any general meeting unless, not less than Three and not more than Twenty-one days before the date appointed for the meeting, there shall have been left at the Registered Office of the Club notice in writing, signed by a Full Member of at least Six years standing duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.
43. The Club may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.
44. The Directors shall have power at any time, and from time to time, to appoint any 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. Any Director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election, but shall not be taken into account in determining the Directors who are to retire by rotation at such meetings.
45. The Club may by ordinary resolution, of which special notice has been given in accordance with the Act, remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Club and such Director.
46. The Club may by ordinary resolution appoint another person in place of a Director removed from office under the immediately preceding Article. Without prejudice to the powers of the Directors under Article 44, the Club in general meeting may appoint any person to be a Director, either to fill a casual vacancy or as an additional Director. The person appointed to

fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

Provided that: -

- a) To be elected a Director, a Member shall be a Full Member of at least three years standing and must have participated actively and consistently in the activities of the Club for at least two years prior to their nomination and subsequent election.
- b) The Board of Directors shall be an oversight body mandated in formulating policy guidelines for good management of the Club. They will provide strategic leadership with clear threshold limits. The Directors will work for the Club on honorary basis.
- c) The Honorary Officers shall hold office as may be determined by the Board. Provided that a Club Chairman shall not hold office for more than three consecutive years or otherwise.

### PROCEEDINGS OF DIRECTORS

47. The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings, as they consider fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of a tie of votes, the Chairman of the meeting shall have a second or casting vote. Any four Directors may, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from Kenya.

Provided that any Director who fails to attend three consecutive Board of Directors meetings shall qualify to be replaced by majority resolution in a Board Meeting.

48. The quorum necessary for the transaction of the business of the Directors shall be 7 members present in person.

49. The continuing Directors may act, notwithstanding any vacancy in their body, but, if and so long as their number is reduced to below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors or Director to that number, or of summoning a general meeting of the Club, but for no other purpose.

50. If at any meeting the Chairman is not present within Fifteen minutes after the time appointed for holding the same, the Directors present may choose one of the Vice Chairmen, or failing them, one of their numbers to be Chairman of the meeting.

51. The Directors may delegate any of their powers to Committees consisting of such member or members of their body as they consider fit; 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 Directors.

52. A Committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within Fifteen minutes after the time appointed for holding the same, the members present, may choose one of their number to be Chairman of the meeting.

53. A Committee may meet and adjourn as it considers 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.
54. All acts done by any meeting of the Directors or of a Committee of Directors, 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.
55. A resolution in writing, signed by all Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.
56. The Directors shall cause minutes to be made in books provided for the purpose:
- a) of all appointments of officers made by the Directors;
  - b) of the names of the Directors present at each meeting of the Directors and of any Committee of the Directors;
  - c) of all resolutions and proceedings at all meetings of the Club, and of the Directors, and of Committee of Directors.

#### **POWERS AND DUTIES OF DIRECTORS**

57. The business of the Club shall be managed by the Directors, who may exercise all such powers of the Club as by the Act or by these Articles, required to be exercised by the Club in general meeting, subject nevertheless to the provisions of the Act or these Articles and to such regulations, being not inconsistent with the aforesaid provision, as may be prescribed by the Club in general meeting; but no regulation made by the Club in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
58. The Directors shall not, without the sanction of a general meeting of the Club, demise, exchange, sell or otherwise dispose of all or any part of the lands, buildings, tenements or immovable property of the Club, save so far as the Directors may deem it necessary or expedient or convenient for the purpose of Article 59 hereof, provided, nevertheless, that no mortgages or other person advancing money to the Club shall be concerned to see that any money advanced by him is wanted for any purpose of the club, or that no more than is wanted is raised or borrowed.
59. The Directors shall have power from time to time to implement all such by-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Club, and in particular, but not exclusively, they may by such by-laws regulate:
- a) The admission and removal of members of the Club, and the rights and privileges of such members.

- b) The terms and conditions upon which honorary guests, children of members of the Club, visitors and others shall be permitted to use the premises and property of the Club.
- c) The times of opening and closing the courts and grounds, clubhouse and premises of the Club or any part thereof.
- d) The rules to be observed and prizes or stakes to be played for by members of the Club playing any games on the premises of the Club.
- e) The prohibition of particular games on the premises of the Club, entirely or at any particular time or times.
- f) The conduct of members of the Club in relation to one another and to the Club's servants.
- g) The setting aside of the whole or any part or parts of the Club's premises for gentlemen members, lady members, or any other class or classes of members, at any particular time or times, or for any particular purpose or purposes.
- h) The imposition of fines for the breach of any by-laws or any Articles of Association of the Club.
- i) The procedure at general meetings and meetings of the Directors of the Club.
- j) Generally, all such matters as are commonly the subject matter of Club rules.

The Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Club all such by-laws, amendments and repeals; and all such by-laws, as long as they shall be in force, shall be binding upon all members of the Club: provided, nevertheless, that no by-law shall be inconsistent with, or shall affect or repeal, anything contained in the Memorandum or Articles of Association of the Club, and that any by-laws may be set aside by a special resolution of a general meeting of the Club.

- 60. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Club 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 consider 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 Directors may consider fit and may also authorize any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
- 61. All cheques, promissory notes, drafts, bill of exchange and other negotiable instruments, and all receipts for moneys paid to the Club, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

#### **BORROWING POWERS**

- 62. The Directors may exercise all the powers of the Club to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligations of the Club or of any third party.

## DISQUALIFICATION OF DIRECTORS

63. The office of Directors shall be vacated if the Director:

- a) accepts any office of profit under the Club; or
- b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- c) ceases to be a director under the Act or Part VI of the Insolvency Act, 2015 or is prohibited from being a director by law; or
- d) becomes of unsound mind; or
- e) resigns his office by notice in writing to the Club; or
- f) is directly or indirectly interested in any contract with the Club and fails to declare the nature of his interest in the manner required by the Act.
- g) ceases to be a member of the Club under Article 7 and 8 or any determination arising from contravention of the by-laws-
- h) for more than 3 months has been absent without directors' permission from the directors' meetings held during that period; or
- i) is removed from the office of the director by an ordinary resolution of the Club.
- j) when members at a general meeting exercise the right to recall the director for under-performance or for any other reason in the interest of the Club.

64. A Director shall not vote in respect of any contract in which he is interested or any matter arising there of and if he does so vote, his vote shall not be counted.

## THE SEAL

65. A Director shall provide for the safe custody of the seal, which shall only be used by the authority of the Directors or of a Committee of the Directors authorized by the Directors 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 Directors for the purpose.

## ACCOUNTS

66. The Directors shall cause proper books of accounts to be kept with respect to

- a) all sums of money received and expended by the Club and the matters in respect of which the receipts and expenditure takes place;
- b) all sales and purchases of the goods by the Club; and
- c) The assets and liabilities of the Club.

Proper books shall not be deemed to be kept if there are not kept such books of accounts as are necessary to give a true and fair view of the state of the Club's affairs and to explain its transactions.

67. The books of accounts shall be kept at the Registered Office of the Club, or, subject to the Act, at such other place or places as the Directors consider fit, and shall always be open to the inspection of the Directors.

68. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Club or any of them shall be open to the inspection of Members not being Directors, and no Members (not being Director) shall have any right of inspecting any accounts or book or document of the Club except as conferred by statute or authorized by the Directors of the Club in general meeting.
69. The Directors shall from time to time, in accordance with the Act, cause to be prepared and to be laid before the Club in general meetings such profit and loss accounts, balance sheets, group accounts (if any) and reports as referred to in those sections.
70. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Club in general meeting, together with a copy of the auditor's report, shall, not less than Twenty-one days before the date of the meeting, be sent to every member (not being a Temporary or Reciprocating Member) of, and every holder of debentures of the Club. Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Club is not aware of or to more than one of the joint holders of any debentures.

#### **AUDIT**

71. Auditors shall be appointed and their duties regulated in accordance with the Act.

#### **NOTICES**

72. A notice of a General Meeting may be given by the Club to any member either personally, or by any form of electronic transmission, or by sending it through the post to his registered address, or (if he has no registered address in Kenya) at the address, if any, within Kenya supplied by him to the Company for the giving of notices to him. If a member has no registered address in Kenya and has not supplied to the Club an address within Kenya for the giving of notices to him, a notice addressed to him, and advertised in a newspaper circulating within Kenya shall be deemed to be duly given to him on the day on which the advertisement appears. Where a notice is sent by electronic transmission, it shall be deemed to have been received within 24 hours of it having been sent. Where a notice is sent by post service is deemed to have been effected in the case of a notice of a meeting at the expiration of Forty-eight hours after the letter containing the same is posted.
73. Notice of every general meeting shall be given in any manner hereinbefore authorized to:
  - a) every member (not being a Temporary or Reciprocating Member) except those Members who, having no registered address within Kenya, have not supplied to the Club an address within Kenya for the giving of notices to them;
  - b) every person being a legal personal representative or a trustee in bankruptcy of a Full Member where the Full Member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
  - c) The auditor for the time being of the Club.

No other persons shall be entitled to receive notices of general meetings. Due to technological changes like the internet and stationery costs; the Board of Directors may authorise from time to time, that such notice may be sent electronically.

#### **INDEMNITY**

74. Every Director, agent, auditor, Secretary and other officer for the time being of the Club shall be indemnified out of the assets of the Club against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court.

#### **ARBITRATION**

75. Should any dispute arise between the Club and the Directors on the one hand, and any of the members or their representatives on the other, or between any members or classes of members or between the directors with regard to the true construction of these presents or with regard to anything done, executed, omitted and suffered in pursuance of these presents or the Companies Act, or with regard to any breach or alleged breach of these presents or any claim on account of any such breach or alleged breach or otherwise relating to the premises or these presents or to any of the affairs of the Club, the Parties shall in the first instance attempt to resolve such dispute by amicable negotiation. Should such negotiations fail to achieve a resolution within Fifteen (15) days, the Parties shall refer the matter to a joint accredited mediator agreed between both parties or if they cannot agree upon a single Mediator, to the decision of two (2) Mediators of whom one shall be appointed by each of the parties in difference to help in the resolution of the matter. Should the intervention of the Mediator(s) fail to resolve the matter within Fifteen (15) days, such matter shall then be referred to an Arbitrator to be appointed by the parties or if they cannot agree upon a single Arbitrator to the decision of two (2) Arbitrators of whom one shall be appointed by each of the parties in difference, and any such reference shall be subject to all the provisions of the Arbitration Act and any statutory modification thereof for the time being in force.

Provided that a matter rightly falling under Article 34(i) shall not be the subject of dispute resolution under this Article.