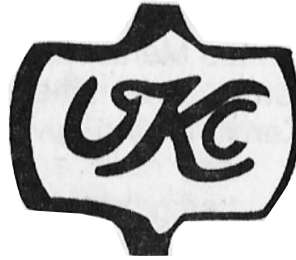


**UNITED KENYA CLUB**



**THE COMPANIES ACT (CAP.486)**

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**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

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**REVISED**

**RULES AND BY-LAWS**

**Of**

**THE UNITED KENYA CLUB**

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**(Revision dated 2017)**

## **PART A: INTERPRETATION**

The Board shall be the sole authority for interpretation of these Bye-laws and the decision of the Board on any question of interpretation shall be binding on the Members provided that if any question of interpretation is raised at a General Meeting the General Meeting's interpretation shall prevail.

## **PART B: GENERAL PROVISIONS**

These By-laws should be read together with the Club Articles of Association. In the event of any inconsistency between the By-laws and the Articles of Associations, the Articles shall prevail. Inter alia;

- (a) In these By-Laws, the expression "the management" shall be deemed to include the General Manager or such other persons to whom the Board of Directors may from time to time designate.
- (b) No Notice, Placard or Advertisement shall be exhibited on the Club's Notice Boards and/or Premises without the prior approval of the General Manager.
- (c) In the event of the Club becoming liable under the Alcoholic Drinks Control Act 2010 through the act or default of a member, the member is liable to indemnify the Club the full amount of any fine and costs incurred by the Club.
- (d) Complaints and grievances should be made through the General Manager or the Club Secretary.
- (e) The members have a duty to avoid unnecessary wastage of the Club's utilities such as water, electricity and toiletries.
- (f) Members and guests should at all times observe safety precautions, take heed of safety signage and general signage within the Club at all times.
- (g) Members and guests should take care of their personal effects and the Club will not be liable for such losses or damage.

## **PART C: ADMISSION OF MEMBERS, FEES AND SUBSCRIPTIONS**

- a) Subject to the provisions of these By-Laws, the membership of the Club shall be open to all persons without any discrimination based on age, tribe, language group, race or political affiliation. Members shall be required to observe and respect this.
- b) The admission to membership of the Club of any category shall be conducted and guided by the provisions of the Articles of Association. However, during the interim membership period, the applicant shall in all respect act and be treated as a Full member of the Club (and shall be subject to the same obligations as full member of the Club) save and except as follows:
  - i) His name shall be posted on the Club Notice Board with the name of his Proposer and Secunder.
  - ii) His debts to the Club shall be deemed guaranteed by his Proposer and Secunder (jointly and severally) who shall immediately pay the same if he fails to do so in accordance with the rules of the club.
  - iii) He shall be introduced by his Proposer and Secunder to as many members of the Balloting Committee as may be feasible and he shall visit the Club at least six times during his interim membership together with either his Proposer or Secunder and he and his Proposer or Secunder shall on each such visit sign a special book to be kept by the General Manager for this purpose.
  - iv) He shall not be entitled to attend or vote at meetings of Members.
- c) At the end of six months' interim membership period, the applicant will be considered by the Balloting Committee for election as a full member and be elected a Full Member by the Balloting committee by secret ballot as provided in the Articles of Association.
- d) Admission, the new members shall be required to attend the 'Welcoming Ceremony and Club Tour' which is compulsory.
- e) Subject to Article 5 of the Club's Articles of Association, entrance fees, annual subscriptions, development levy and other membership fees obligations as

established by the Club shall apply and any changes made to them shall be notified to members who will comply.

- f) Member and other categories of membership liable to pay entrance fees and annual subscriptions shall pay at such rates and the fees and subscriptions shall become payable at such times as the Directors shall from time to time prescribe and in the case of annual subscriptions, they shall become due on the First day of January in respect of the ensuing year.
- g) Annual subscriptions paid by 31<sup>st</sup> March will not attract penalties. Any payment made after 31<sup>st</sup> March, and not later than 30 June will attract a penalty of 15% on the amount outstanding.
- h) If by 30<sup>th</sup> June a Member has still not paid subscriptions including the penalty, the Member is defaulted and ceases to be a Member of the Club pursuant to Article 8 of the Club's Articles of Association.
- i) A Member wishing to pay in installments may do so in two equal installments. The first installment is payable by 31<sup>st</sup> March while the second is payable by 30<sup>th</sup> June of the same year.
- j) Honorary Member will not pay any fees or subscription.
- k) Temporary Members will not pay entrance fee but shall pay a Daily Subscription which shall from time to time be prescribed by the Board.

#### **PART D: USE OF CLUB FACILITIES**

- (a) A Member of the Club shall be entitled to use the Club facilities in accordance with the rules and guidelines set out for use for each facility. These rules and guidelines may change from time to time and the members will be notified through a post on the Club Notice Board. The rules and guidelines may provide for different privileges for different categories of membership and their guests.
- (b) A member shall be required to pay cash for the cost of any meal or anything purchased from the bar, whether consumed there or elsewhere.

- (c) The opening and closing of the bar shall be regulated by the conditions imposed by the Club's Bar License and any member contravening these conditions will be liable for their own action in accordance with the law.
- (d) No member shall be allowed to bring any liquor or other drinks served by the Club from outside for consumption on the Club premises unless authorized by the General Manager who shall determine the appropriate corkage charge to impose based on the circumstances of each case. In the same way, no wines or liquors shall be sold or supplied to a Member for consumption off the Club premises.
- (e) A member and their guests shall ensure that consumption of any liquor shall not lead to intoxication and disorderly conduct, or other behavior detrimental to the normal orderly operations of the Club or to the use of disrespectful language as this may result in immediate removal from the premises of the Club.
- (f) Newspapers, Magazines, Journals and other reading materials provided by the Club may only be read in the Library or any other public room as the Board may determine.
- (g) The use of cell phones, radios and pagers is not permitted in the Club Bars, Lounge, Dining Room and Library. Any infringement will be subject to a fine as determined by Directors.
- (h) Smoking is not allowed in any enclosed area of the Club House unless such is designated as a Smoking Zone.

#### **PART E: GUESTS**

Any Member except, a Junior Member or Reciprocating Member may introduce Guests to the Club provided that:

- (a) The name of such guest is entered in the book kept for that purpose.
- (b) Such guest may not have been rejected as a member.
- (c) Such guest shall be properly dressed and suitably behaved.
- (d) Not more than five Guests may be introduced by a Member at any one time, unless prior arrangements have been made with the General Manager. The Board may

restrict the privilege of introducing guests either generally or in respect of any member or any particular guest for such time as it shall think fit.

(e) No guest may be introduced more than four times in one calendar month.

#### **PART F: DRESS CODE**

- a) Members and their Guests shall be suitably dressed when using the Club premises.
- b) It is clarified that while dress is generally informal, no member or their guests will be allowed in the restaurant wearing swimming costumes or sleeping gowns or bathroom slippers.
- c) At dances and other functions, Members and their Guests shall be dressed in accordance with the standards laid down by the Board and as intimated from time to time by notice posted on the Club notice board or as specified on the relevant invitation card or ticket.
- d) Hats, save those forming part of customary dress, may not be worn by male Members in the main rooms of the Club - Dining Room, Bar, Lounge and Library.

#### **PART G: PAYMENT OF ACCOUNTS**

- (a) All services shall be paid for in advance. The method of payment shall be determined by the Board of Directors and may include the use of prepaid cards or cash or any other method that will facilitate such advance payment before services are rendered.
- (b) Failure to pay as above shall entitle the Club to deny services to the member, provided that:
  - i) The Board of directors shall be entitled to cause to be posted as a defaulter, on the Club Notice Board, the Name of any full Member from any sum of money is due to the Club if that Full Member fails to pay the same after a ten days' notice in writing has been issued by the General Manager or the Honorary Treasurer.

- ii) Any person who has been posted as a defaulter under this Clause shall cease to be a Full Member of the Club pursuant to Article 7 of the Club's Articles of Association.
- iii) Any person who has ceased to a Full Member under this Clause shall not be eligible for re-instatement unless full payment is made of all debts due by him to the Club and satisfactory reasons are furnished to the Board of Directors for his default. If re-instated, such a person may be excused payment of a part or the whole of the Entrance Fee at the discretion of the Board of Directors.
- iv) The Board of Directors may at its discretions require any Full Member who has failed to pay his account by whichever way arising by the due date as prescribed to pay such levy and/or deposit such amount with the Club as the Board of Directors may decide from time to time.
- v) Unless re-instated in accordance with the provisions of this paragraph a defaulter shall not be allowed in to the Club premises.

#### **PART H: STAFF**

- (a) The General Manager of the Club shall be responsible for overall performance of all staff of the Club guided by the various approved Club policies.
- (b) Any complaints or concern by a member about Club employees shall be reported to the General Manager who will deal with the matter or bring it to the Board as appropriate. No Member or guest or a member's child shall purport to take any personal action against any employees of the Club, whether in connection with the employee's conduct, service or any other matter.
- (c) Employees will not discuss their personal problems directly with the Board of Directors. Such matters will be channeled through the General Manager.
- (d) Tipping of staff is not allowed but contributions to the Staff Gratuity Fund should be handed to the General Manager of the Club or his Assistant and a receipt issued.

## **PART I: LIBRARY**

- (a) The facilities of the Library are available to Full Members free of charge.
- (b) Temporary members may use the Library on payment of a fee as determined by Board of Directors from time to time.
- (c) The Library Committee shall be responsible for drawing up rules to be observed by all persons using the Library. These Rules, and any subsequent amendments, shall first be approved by the Board. Prior to posting in the Library.

## **PART J: SNOOKER ROOM**

- (a) The facilities of the Snooker Room are available to Full and Temporary Members. Temporary Members will pay the mandatory temporary membership fees at the entrance.
- (b) Members may introduce guests in the Snooker Room provided that the Rules governing the introduction of guests are strictly observed.
- (c) Children under the age of 14 years are not permitted in the Snooker Room even if accompanied by an Adult Member.
- (d) The Games Committee shall be responsible for drawing up rules to be observed by all persons using the Snooker Room. These rules, and any subsequent amendments, shall first be approved by the Board prior to posting in the Snooker Room.

## **PART K: CAR PARK**

- a) Members are expected to exercise caution whilst driving in the car park area. Speed in the car park shall not exceed 20kph.
- b) The car park is exclusively for use by the members or their guests staying at or visiting the Club.
- c) Vehicles must be parked only in the bays demarcated for that purpose. If any bay is marked as reserved, permission must be obtained from the General Manager by any member for whom the reservation does not apply to use it. Any member found parking in a reserved section without

permission shall be charged a fee equivalent to five days' parking fee in a public parking.

- d) Any car parked where it is causing an obstruction to others will be towed away at the owner's risk and expense.
- e) Members are requested NOT to switch on any audible alarms on their cars left in the car park. Any vehicle causing any disturbance will be towed away at the owner's expenses and risk. Hooting is not permitted in the car park.
- f) No car may be left in the car park for more than 24 hours. Any Member wishing to leave his car in the car park for longer period but not more than four days should obtain a written authorization from the General Manager. This permit should be displayed on the windscreen of the parked car. Members will not use the Car Park for their commercial vehicles i.e. Matatus, Buses and Lorries.
- g) Any cars detained in the Car park due to outstanding indebtedness with the Club will only be kept for a maximum of six months. Thereafter, if the Member or Guest has failed to clear such debt with the Club, the car may be towed and disposed to recover the debt.
- h) No repairs may be carried out in the Car Park.
- i) The Club does not accept responsibility for loss or damage to vehicles and their contents while parked on the Club premises.

## **PART L: BOARDING AND MEALS**

### **(a) Bedrooms**

- i) Verbal bookings must be confirmed in writing by or on behalf of the Member concerned within forty-eight hours.
- ii) Bedrooms must be vacated by 10:00 am on the day of departure.

### **(b) Dining Room**

#### **i) Meals times**

Breakfast	-	7.00	-	10.00 am
Lunch	-	12.30	-	3.00 pm

Dinner - 7.00 - 9.30 pm

Saturdays & Sundays

Main Bar - 10.00am - 10.00 pm

Billiards Bar - 2.30 pm - 11.00pm

- Closed on Sundays

- ii) Tables must be vacated 30 minutes after the last time slated.
  - iii) Breakfast, lunch and dinner must be taken in Dining Room unless other arrangements are made with the General Manager.
- (c) Children under the age of 18 years are not allowed in the Bar even if accompanied by an adult Member or to consume any alcohol within the premises of the Club. The safety, welfare and behaviour of children in the Club are entirely and at all times the responsibility of their parents or designated adult Member

#### **PART M: LIABILITY**

- (a) The Club shall not be responsible for personal property lost on the Club's premises, nor be liable for any damage caused to any person or his property either through theft or injury caused either when he is in the Club or outside representing the Club in any capacity.
- (b) Notwithstanding the above, residents are advised to lodge valuables with the General Manager for safe custody.

#### **PART N: RE-ADMISSION OF MEMBERS**

- a) A person, who has ceased to be a Member of the Club in accordance with Articles 7 and 8 of the Articles of Association of the Club or for any other reasons arising from the application of these Bye Laws, may apply in writing to the Board of Directors for re-admission,
- b) The Directors may accept such an application and the Member so re-admitted shall pay such proportion of entrance fee and subscription due at the time he ceased to be a Member and until the time of re-admission, as the Directors may

determine. If the Directors refuse such application, that person shall have a right to re-apply for Membership in accordance with the Articles of Association at any other time and will be treated for the purpose of such application as a new member.

#### **PART O: RECIPROCITY**

- a) Reciprocal privileges shall only apply to those Members who before using the Club make themselves known to a responsible official, produce a current membership card or letter of introduction and signs the reciprocal register.
- b) A reciprocating Member may only use the Club for a maximum of 7 days in any calendar month. Members taking up accommodation may be exempted subject to payment of a daily membership fee included in the accommodation charges.
- c) A reciprocal Member normally resident or having business premises or employment within a radius of 40 kilometres of a reciprocating Club is not permitted to make use of that club at any time by virtue of any reciprocal agreement. Reciprocal arrangements within the City will not be permitted.
- d) Reciprocating Members will not introduce guests to the Club.
- e) No Member of a reciprocating Club, who would otherwise be disqualified from entering a particular Club, may acquire that right by virtue of any reciprocal agreement.
- f) Failure to produce a current membership card or letter of introduction will almost certainly result in a refusal of admittance, and if there is evidence of a breach of these rules, the Directors of the Member's parents Club are obliged to take disciplinary action, if necessary to the extent of expulsion.
- g) The Board of Directors has entered into reciprocal agreements with other Clubs in Kenya. Members are required to show a current Membership card to gain entry to a Reciprocating Club.

## **PART P: PROPERTY OF THE CLUB**

- a) The property of the Club shall belong to the Club. No Member by reason of his/her membership alone shall have transferable interest in the property of the Club.
- b) If a Member breaks or damages Club property, he shall be liable to pay the Club the replacement cost of the item broken and the Board of Directors shall in addition be entitled to impose a fine on that Member in exercise of the powers of the Board under 56 of Club's Articles of Association.
- c) No property of the Club shall be removed from the premises without prior authority of the General Manager.
- d) In the event of dissolution of the Club, the assets of the Club will be distributed in accordance with the provisions of the Companies Act.

## **PART Q: SUGGESTIONS AND COMPLAINTS**

- a) A Suggestion Book shall be provided in which Members may make written suggestions for consideration of the Board of Directors. All suggestions must be accompanied by the members' full name and membership number.
- b) All complaints with regard to the Club shall be addressed in writing to the General Manager for submission to the Board of Directors.

## **PART R: GAMBLING**

Gambling is prohibited on the Club premises. The Board of Directors may also, at its discretion and in the interest of the Club, prohibit any other activity on the Club premises where such activity is deemed to be harmful or injurious to the Club or to any of its Members.

## **PART S: FURTHER RULES RELATING TO WINES, LIQUORS AND FOOD**

- a) No wines or Liquors shall be sold or supplied to a Member for consumption off the Club premises.
- b) No drinks or other consumable goods shall be served to a Member unless the order is signed for on the prescribed form or paid for in cash or coupon representing cash.
- c) A member shall not be entitled to sign an order for drinks or consumables in the name of another Member and he/she does so, he may be liable for expulsion in accordance with Article 8 of the Articles of Association of the Club.
- d) Board of Directors shall from time to time, fix the prices of wines, beers, spirits and other liquors, cigarettes, tobacco, meals, refreshments and all other items available for sale to Members.
- e) No Member shall bring food from outside into the Club unless prior authority has been obtained from the Board of Directors and subject to compliance with such conditions as the Board may deem fit to impose.

## **PART T: ARBITRATION**

In the event of any dispute between individual members of the Club in or about the affairs of the Club or the interpretation of any of the rules herein or any matter pertaining to the Club, such dispute shall be handled in accordance with the provisions of the Articles of Association and such decision shall be binding on all members and parties to the dispute.