

THE COMPANIES ACT.NO. 17 OF 2015

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Articles of Association

(As Amended on the 23rd day of March 2022)

OF

LIMURU COUNTRY CLUB

Incorporated the 24th day of September, 1945.

<u>PRELIMINARY</u>		
Number of Members	1.	For the purposes of registration, the number of Members of the Company is declared to be unlimited.
Interpretation	2.	In these Articles of Association:
	2.1.	Reference to the “ Act ” shall be reference to the Companies Act, No. 17 of 2015, including any statutory modification or re-enactment thereof for the time being in force.
	2.2.	Reference to “the Company ” or “ this Company ” shall mean Limuru Country Club;
	2.3.	Except as otherwise expressly provided in these Articles, the provisions of the Fifth Schedule to the Companies (General) Regulations, 2015 are hereby excluded from application to the Company.
	2.4.	Reference in these Articles to the “ Club ”, shall unless the context otherwise requires, be a reference to the land, the Club house and other buildings of the Company situate in Tigoni, Limuru and known as L.R.No.15421 (Comprised in Grant Number I.R.60774).

¹ Amended Articles of Association adopted in place of the existing Articles of Association by a Special Resolution passed on 23rd March 2022

	2.5.	Reference in these Articles to “ Club Facilities ” shall unless the context otherwise requires, be a reference to the Club House, grounds, the Golf Course, tennis courts, squash court, bowling field, swimming pool, cricket field and other games facilities whether indoors or outdoors of the Company at the Club provided for or meant for the use and enjoyment of the Members.
	2.6.	Reference in these Articles to a “ Member ” shall, unless the context otherwise requires, be a reference to a member of the Company of whatever Class of Membership.
	2.7.	In these Articles, where the context so admits, words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.
Objects	3.	The Company is established for the purposes expressed in the Memorandum of Association.
		<u>MEMBERSHIP</u>
Eligibility for Membership	4.	Any person who is at least eighteen (18) years old is eligible to apply for Membership in the Company subject to such additional qualifications as shall be required for the particular Class of Membership one proposes to apply for. Any legal entity which qualifies under the provisions of Article 21 is eligible to apply for Membership.
Rights of Members	5.	The Members shall have the rights and enjoy the privileges and be subject to the duties and responsibilities set out herein depending on the Member’s Class of Membership as set out herein or other qualifications or limitations placed under these Articles. The grant or limitation of certain rights and privileges and imposition of certain duties and responsibilities as detailed in these Articles shall not be construed in any way as being discriminatory but for the best management and organisation of the Company and the enjoyment of the Club and Club Facilities.
Directors Discretion on Membership	6.	Admission of a person or entity to Membership of the Company is a matter at the exclusive discretion of the Directors and exercised through the Membership and Disciplinary Committee. Nothing in these Articles shall be deemed as limiting the powers of the Directors through the Membership and Disciplinary Committee to limit or restrict the admission of any person or entity to be a Member of the Company.

Classes of Membership	7.	Membership shall consist of the following Classes of Membership, namely:
	7.1.	Joint Full Membership;
	7.2.	Single Full Membership;
	7.3.	Joint Country Membership;
	7.4.	Single Country Membership;
	7.5.	Joint Social Membership;
	7.6.	Single Social Membership;
	7.7.	Life Membership;
	7.8.	Honorary Life Membership;
	7.9.	Temporary Membership;
	7.10.	Honorary Membership;
	7.11.	Junior Membership;
	7.12.	Absentee Membership;
	7.13.	Corporate Membership; and
7.14.	Such other classes of Membership as may be created from time to time by the Directors pursuant to Article 52.2. hereof.	
Joint Full Membership	8.	Joint Full Membership is restricted to a man or a woman and one nominated spouse who have paid the prescribed Membership Fees and Subscription Fees and each passed the Balloting Process as prescribed in Article 24. The following provisions shall apply to Joint Full Membership:

	8.1.	On admission as Members, each Joint Full Member shall be treated as an individual Member in his or her own right including the right of each to vote at Annual General Meetings and General Meetings of the Company and after having been a Member for one (1) full year shall also have the right to offer him or herself for office if qualified and shall also have the right to nominate a Member to stand for office and to recommend or second the recommendation of an applicant to become a Member. For the avoidance of doubt, the resignation, suspension, expulsion or change of Class of Membership by one Joint Full Member shall not, by itself, affect the Membership status of the other Joint Full Member.
	8.2.	Subject to such restrictions and conditions (including payment of fees) as may be prescribed by the Directors from time to time for the general management of the Club and Club Facilities, a Joint Full Member shall have the right to access the Club and to use and enjoy all Club Facilities.
Single Full Membership	9.	Single Full Membership is restricted to a man or a woman who wishes to join the Company in his or her own individual right and who has paid the prescribed Membership Fees and Subscription Fees and has passed the Balloting Process as prescribed in Article 24. The following provisions shall apply to Single Full Membership:
	9.1.	On admission as a Member, a Single Full Member shall have the right to vote at Annual General Meetings and General Meetings of the Company and after having been a Member for one (1) full year shall also have the right to offer him or herself for office if qualified and shall also have the right to nominate a Member to stand for office and to recommend or second the recommendation of an applicant to become a Member.
	9.2.	Subject to such restrictions and conditions (including payment of fees) as may be prescribed by the Directors from time to time for the general management of the Club and Club Facilities, a Single Full Member shall have the right to access the Club and to use and enjoy all Club Facilities.

Joint Country Membership	10.	Joint Country Membership is restricted to a man or woman and one nominated spouse who have paid the prescribed Membership Fees and Subscription Fees and each passed the Balloting Process as prescribed in Article 24 and who have no residence or place of business within a radius of seventy (70) kilometres of the Club. The following provisions shall apply to Joint Country Membership:
	10.1.	On admission as Members, each Joint Country Member shall be treated as an individual Member in his or her own right including the right of each to vote at the Annual General Meeting and the General Meetings of the Company. For the avoidance of doubt, the resignation, suspension, expulsion or change of Class of Membership by one Joint Country Member shall not, by itself, affect the Membership status of the other Joint Country Member.
	10.2.	A Joint Country Member shall not have the right to offer him or herself for office and shall also not have the right to nominate a Member to stand for office and shall also not have a right to recommend or second the recommendation of an applicant to become a Member.
	10.3.	Subject to such restrictions and conditions (including payment of fees) as may be prescribed by the Directors from time to time for the general management of the Club and Club Facilities, a Joint Country Member shall have the right to access the Club and to use and enjoy all Club Facilities for twice a month or such other number of times as shall be determined by the Directors from time to time.
Single Country Membership	11.	Single Country Membership is restricted to a man or a woman who wishes to join the Company in his or her own individual right and who has paid the prescribed Membership Fees and Subscription Fees and has passed the Balloting Process as prescribed in Article 24 and who has no residence or place of business within a radius of seventy (70) kilometres of the Club. The following provisions shall apply to Single Country Membership:
	11.1.	On admission as a Member, a Single Country Member shall have the right to vote at Annual General Meetings and General Meetings of the Company.

	11.2.	A Single Country Member shall not have the right to offer him or herself for office and shall also not have the right to nominate a Member to stand for office and shall also not have a right to recommend or second the recommendation of an applicant to become a Member. Subject to such restrictions and conditions (including payment of fees) as may be prescribed by the Directors from time to time for the general management of the Club and Club Facilities, a Single Country Member shall have the right to access the Club and to use and enjoy all Club Facilities twice a month or such other number of times as shall be determined by the Directors from time to time.
Joint Social Membership	12.	Joint Social Membership is restricted to a man and wife or one nominated spouse who have paid the prescribed Membership Fees and Subscription Fees and each passed the Balloting Process as prescribed in Article 24. The following provisions shall apply to Joint Social Membership:
	12.1.	On admission as Members, each Joint Social Member shall be treated as an individual Member in his or her own right including the right of each to vote at Annual General Meetings and General Meetings of the Company. For the avoidance of doubt, the resignation, suspension, expulsion or change of Class of Membership by one Joint Social Member shall not, by itself, affect the Membership status of the other Joint Social Member.
	12.2.	A Joint Social Member shall not have the right to offer him or herself for office and shall also not have the right to nominate a Member to stand for office and shall also not have a right to recommend or second the recommendation of an applicant to become a Member.
	12.3.	Joint Social Membership shall only entitle the Joint Social Member to access and use of only the Club House and to games played within the Club House and all other sporting facilities. However, a Joint Social Member shall not have the right to use the Golf Course except on payment of such fees and fulfilment of such conditions as shall be prescribed by the Directors from time to time.
Single Social Membership	13.	Single Social Membership is restricted to a man or a woman who wishes to join the Company in his or her own individual right and who has paid the prescribed Membership Fees and Subscription Fees and has passed the Balloting Process as prescribed in Article 24. The following provisions shall apply to Single Social Membership:

	13.1.	On admission as a Member, a Single Social Member shall have the right to vote at Annual General Meetings and General Meetings of the Company.
	13.2.	A Single Country Member shall not have the right to offer him or herself for office and shall also not have the right to nominate a Member to stand for office and shall also not have a right to recommend or second the recommendation of an applicant to become a Member.
	13.3.	Single Social Membership shall only entitle the Single Social Member to access and use all sporting facilities. However, a Single Social Member shall not have the right to access and use of the Golf Course except on payment of such fees and fulfilment of such conditions as shall be prescribed by the Directors.
Life Membership	14.	A Member who has been a Joint Full Member or a Single Full Member for a continuous period of twenty-five (25) years and has attained the age of sixty-five (65) years may apply through the Directors for admission as a Life Member, and upon the recommendation of the Directors and election by a simple majority of those present and voting in a General Meeting such a Member shall become a Life Member. The following provisions shall apply to Life Membership:
	14.1.	On election as a Life Member, a Life Member shall pay one year's annual subscription at the rate applicable at the time of his or her election as a Life Member and shall, subject to Article 14.3 below, thereafter enjoy for life all the rights of a Single Full Member or Joint Full Member (as the case may be) without payment of further Subscription Fees and shall not be liable to any levies payable by a Joint Full Member or Single Full Member from time to time.
	14.2.	For the avoidance of doubt where a Life Member was previously a Joint Full Member, the husband or wife or nominated spouse (as the case may be) of the Life Member shall enjoy all the privileges of a Joint Member for life unless he or she is suspended, expelled or resigns from the Company.
	14.3.	A Member who becomes a Life Member pursuant to this Article 14 shall have the right to vote at Annual General Meetings and General Meetings of the Company and shall have a right to offer him or herself for office if qualified and shall also have the right to nominate a Member to stand for office.

Honorary Life Membership	15.	Honorary Life Membership shall be restricted to Members who have been Joint Full Members or Single Full Members for a period of at least five (5) continuous years and who shall pay such fee or otherwise meet such qualifications as shall be prescribed by the Directors in the invitation made to the general Membership. The following provisions shall apply to Honorary Life Membership:
	15.1.	The admission of a Member as an Honorary Life Member shall be subject to the recommendation of the Membership and Disciplinary Committee whose decision on the recommendation shall be final and binding.
	15.2.	Upon admission as an Honorary Life Member, an Honorary Life Member shall thereafter enjoy for life all the rights of a Single Full Member or Joint Full Member (as applicable) without payment of further Subscription Fees and shall not be liable to any levies whatsoever payable by a Single Full Member or Joint Full Member from time to time.
	15.3.	For the avoidance of doubt, where an Honorary Life Member was previously a Joint Full Member, the husband or wife or nominated spouse (as the case may be) of the Honorary Life Member shall enjoy all the privileges of a Joint Full Member without payment of further Subscription Fees and shall not be liable to any levies whatsoever for life unless he or she is suspended, expelled or resigns from the Company.
Temporary Membership	16.	Temporary Membership is restricted to persons who are temporarily working or residing in Kenya and who wish to become members of the Company for a period not exceeding two (2) years continuously or in aggregate and who have paid the prescribed Membership Fees and Subscription Fees and have passed the Balloting Process as prescribed in Article 24. The following provisions shall apply to Temporary Membership:
	16.1.	A Temporary Member shall have no right to vote at Annual General Meetings and General Meetings of the Company and shall not have the right to offer him or herself for office nor the right to nominate a Member to stand for office nor the right to recommend or second the recommendation of an applicant to become a member of the Company. A Temporary Member shall have no claim to any share of the property of the Company upon its dissolution.

	16.2.	Subject to such restrictions and conditions (including payment of fees) as may be prescribed by the Directors from time to time for the general management of the Club and Club Facilities, a Temporary Member shall have the right to access the Club and to use and enjoy all Club Facilities.
	16.3.	The Directors shall at all times reserve the right to terminate without reason or notice the Membership of a Temporary Member prior to the expiry date subject to a pro rata refund of the Membership and Subscription Fees paid by the Temporary Member.
Honorary Membership	17.	The Directors may invite any person who, in their opinion, is a distinguished visitor to or resident in the Republic of Kenya to be an Honorary Member for such period and subject to such conditions as they think fit without payment of a Membership Fee or Subscription Fees. The following provisions shall apply to Honorary Membership:
	17.1.	An Honorary Member shall have no right to vote at Annual General Meetings and General Meetings of the Company and shall not have the right to offer him or herself for office nor the right to nominate a person to stand for office nor the right to recommend or second the recommendation of an applicant to become a member of the Company. An Honorary Member shall have no claim to any share of the property of the Company upon its dissolution.
	17.2.	Subject to such restrictions and conditions (including payment of fees) as may be prescribed by the Directors from time to time for the general management of the Club and Club Facilities, an Honorary Member shall have the right to access the Club and to use and enjoy all Club Facilities.
	17.3.	The Directors shall at all times reserve the right to terminate without reason or notice the Membership of an Honorary Member.
Junior Membership	18.	Junior Membership shall be available to a person who has attained the age of eighteen (18) years but who has not attained the age of twenty-five (25) years and who is dependent for livelihood on a Joint Full Member or Single Full Member and has passed the Balloting Process as prescribed in Article 24. The following provisions shall apply to Junior Membership:

	18.1.	A Junior Member shall have no right to vote at Annual General Meetings and General Meetings of the Company and shall not have the right to offer him or herself for office nor the right to nominate a Member to stand for office nor the right to recommend or second the recommendation of an applicant to become a member of the Company. A Junior Member shall have no claim to any share of the property of the Company upon its dissolution.
	18.2.	Subject to such restrictions and conditions (including payment of fees) as may be prescribed by the Directors from time to time for the general management of the Club and Club Facilities, a Junior Member shall have the right to access the Club and to use and enjoy all Club Facilities.
	18.3.	A Junior Member shall upon ceasing to be a dependent of a Joint Full Member or a Single Full Member or upon attaining the age of twenty-five (25) years whichever event shall occur first be entitled, upon application and subject to passing the Balloting Process as prescribed in Article 24 and payment a such fee as shall be determined by the Board from time to time with the approval of the Finance and Administration Committee, to become a Single Full Member, a Single Country Member or a Single Social Member subject to meeting the required qualifications for such Class of Membership but without payment of the Membership Fees applicable at the time but on payment of the applicable Subscription Fees.
	18.4.	Junior Membership shall cease automatically upon a Junior Member attaining the age of twenty-five (25) years and unless such a Member applies to convert his or her Membership to another applicable Class of Membership as provided in Article 18.3. the Membership of such a Junior shall terminate automatically.
Minors	19.	A Joint Full Member, a Single Full Member, a Life Member or an Honorary Life Member shall notify the Company of the names, ages and sex of their Children aged below eighteen (18) years and who they wish to have access to and use of the Club and Club Facilities and subject to such restrictions and conditions (including payment of fees) as may be prescribed by the Directors for the general management of the Club and Club Facilities, any such child or children shall have the right to access the Club and to use and enjoy all Club Facilities without payment of a Membership Fee but subject to the supervision of and at the risk of the Joint Full Member, Single Full Member, Life Member or an Honorary Life Member (as the case may be).

Absentee Membership	20.	A Joint Full Member, Single Full Member or a Country Member who is absent from Kenya for a full year shall not be liable to pay Subscription Fees in respect of that Company's financial year if the Member gives the Company notice in writing at least fourteen (14) days before the beginning of such year of his or her intention to be so absent <u>provided that</u> an Absentee Member shall only be entitled to access the Club and use the Club Facilities during such period subject to such terms and conditions and payment of such fees as shall be prescribed by the Directors from time to time.
Corporate Membership	21.	A Company registered under the Companies Act (Cap.486) (repealed) or the Companies Act, No. 17 of 2015, a Firm registered under the Registration of Business Names Act (Cap.499), a Diplomatic mission accredited to the Republic of Kenya, a registered Non-Governmental Organization, a registered Educational Institution or a Statutory Institution may apply for Corporate Membership. The following provisions shall apply to Corporate Membership:
	21.1.	Corporate Membership may be granted to any of the above entities subject to the entity undergoing a vetting process and payment of the Membership Fees and Subscription Fees all as prescribed by the Directors for the time being and from time to time.
	21.2.	Upon admission as a Corporate Member, a Corporate Member shall be entitled to nominate in writing a minimum of three (3) and a maximum of ten (10) of its employees as its Corporate Member nominee(s) and who shall be required to pass the Balloting Process prescribed in Article 24. A Corporate Member may at its discretion substitute any of its nominee(s) for another or other nominee(s) as the case may be subject to the new nominee(s) undergoing and passing the Balloting Process prescribed in Article 24.
	21.3.	Neither the Corporate Member nor its nominee(s) shall have the right to vote at Annual General Meetings and General Meetings of the Company.
	21.4.	Neither the Corporate Member nor its nominee(s) shall have the right to offer him or herself for office and neither the Corporate Member nor its nominee(s) shall have the right to nominate a Member to stand for office nor have a right to

		recommend or second the recommendation of an applicant to become a Member.
	21.5.	Subject to such restrictions and conditions (including payment of fees) as may be prescribed by the Directors from time to time for the general management of the Club and Club Facilities, a Corporate Member nominee shall, on passing the Balloting Process prescribed in Article 24, have the right to access the Club and to use and enjoy all Club Facilities.
	21.6.	A Corporate Member which is an Educational Institution, may by a written application to the Directors nominate such number of its students as the Directors may for the time being and from time to time prescribe and who it wishes to have access to and use of Club and Club Facilities and subject to such restrictions and conditions (including payment of fees) as may be prescribed by the Directors, any such student shall have the right to access the Club and to use and enjoy all Club Facilities but subject to the supervision of and at the risk of the Corporate Member.
Change of Membership Class	22.	Subject to being so qualified to change the Class of Membership, any Member (other than a Corporate Member) may apply to the Company for change of the Class of Membership the Member falls in. The following provisions shall apply to a change of Membership Class:
	22.1.	The Member applying for a change of Class of Membership shall not be required to undergo a fresh Balloting Process except where the change of Membership is to a Joint Full Member, Joint Country Member or Joint Social Member in which case the nominated spouse shall undergo the Balloting Process. On admission to the new Class of Membership a Member shall be liable to pay the prescribed Membership Fees and Subscription Fees applicable to the new Class of Membership to which the Member has converted.

	22.2.	Upon dissolution of a marriage with respect to Members who are Joint Full Members, Joint Country Members or Joint Social Members, any of the said Members shall notify the Company in writing and upon confirmation of the same in writing by the other Member, the two Members shall thereafter be deemed to have become Single Full Members, Single Country Members or Single Social Members (as the case may be) each in his or her own right and shall each be responsible for payment of his or her own Subscription Fees and other fees and levies applicable to a Single Full Member, Single Country Member or Single Social Member (as the case may be) and any Subscription Fees and other fees and levies paid at the time of receipt of the notice by the Company shall be apportioned equally between the two Members each then being liable to pay the difference outstanding.
	22.3.	Upon the death of the spouse of a Joint Full Member, Joint Country Member or Joint Social Member, the surviving spouse shall apply to become a Single Full Member, Single Country Member or Single Social Member (as the case may be), without undergoing the Balloting Process or payment of any Membership Fees.
	22.4.	Upon the resignation or expulsion from Membership of the spouse of a Joint Full Member, Joint Country Member or Joint Social Member, the surviving or remaining spouse shall apply to become a Single Full Member, Single Country Member or Single Social Member (as the case may be), without undergoing the Balloting Process or payment of any Membership Fees.
Membership Fees, Subscription Fees and Levies	23.	The following fees and levies are payable as may be prescribed by the Directors for the time being and from time to time following the recommendation of the Finance and Administration Committee provided that the mode of payment thereof shall be determined by the Directors:
	23.1.	A fee ("Membership Fee") which shall be a fee payable on admission as a Member or following a change of Class of Membership except for Life Membership, Honorary Life Membership and Honorary Membership.
	23.2.	A fee ("Annual Subscription Fee") which shall be a fee towards meeting the day to day operations of the Company and which shall be payable annually by all Members except for Life Members, Honorary Life Members and Honorary Members.

	23.3.	A fee (“Fines”) payable for breach of a Bylaw, or imposed for late payment of any fees, levies or payments due and payable by Members.
	23.4.	A levy (“Development Levy”) which shall be a levy as may be prescribed from time to time by the Directors towards meeting specific or general capital developments of the Club or improvement of the Club or Club Facilities and which shall be payable by all Members except for Life Members, Honorary Life Members and Honorary Members.
	23.5.	A fee (“Games Supplement Fee”) which shall be a fee payable towards meeting the participation or competition costs for specific games/sports and which shall be determined by the relevant Games Section Committee with the approval of the Directors and payable only by those Members participating in the specific games or sports in question.
	23.6.	Green fees and other payments as may be determined by the Directors on the recommendation of the Finance and Administration Committee for access and use of the Club and the Club Facilities by reciprocating members and non-members.
	23.7.	Such other fees and levies as may be determined by the Directors and approved by Members in a General Meeting provided that such fees shall not be applicable to Life Members, Honorary Life Members and Honorary Members.
Balloting Process for Admission to Membership	24.	The following provisions and procedures shall apply to the admission of a person to Membership of the Company:
	24.1.	Unless otherwise provided in these Articles, every applicant for admission as a Member of the Company (including, for the avoidance of doubt, the applicant and his or her nominated spouse where an application is for a Joint Full Membership, Joint Country Membership or Joint Social Membership and the candidate for Junior Membership) shall be accepted for Membership only after passing an admission process (herein referred to as the “Balloting Process”).

	24.2.	The Balloting Process shall comprise the steps set out below, in addition such other steps and conditions as the Directors may prescribe for the time being and from time to time and the exercise by the Membership and Disciplinary Committee of the powers conferred hereunder shall be deemed to be an exercise of the powers of admission to Membership reserved on the Directors by Article 6:
	24.2.1	Every applicant for Membership shall complete and deliver to the General Manager an application form containing a recommendation from an eligible Member and a second eligible Member as a seconder to the recommendation together with payment by the applicant of the applicable Membership Fees as shall be determined by the Board from time to time in cleared funds for the Class of Membership applied for. Until the applicant is formally admitted as a Member, any fees paid shall be considered as application fees and receipt of such fees by the Company shall not create any legal, contractual or equitable obligations against the Company and such fees shall be refunded, subject to deduction of administration fees of K.Shs.5,000/= (or such reasonable fee as the Directors may from time to time determine), to the applicant if his or her application is not successful or be treated as Membership Fees if the application is successful.
	24.2.2	Within fourteen (14) days of receipt of the duly completed application, the General Manager shall acknowledge (by rubberstamping and signing the application) receipt of the application and payment of the applicable Membership Fees, and shall forward the same to the Membership and Disciplinary Committee for vetting and recommendation.
	24.2.3	Within one (1) month of receipt of the acknowledgement by the General Manager, the Membership and Disciplinary Committee shall consider the application and invite the candidate(s) accompanied by their proposer or seconder, to a balloting meeting. The Committee shall append their signatures to the application form as a confirmation of the applicant having been introduced to them.

		24.2.4	Where a candidate's application has been passed and recommended for membership, the applicant shall be allowed access to and use of the Club and all Club Facilities but subject to the supervision of and at the risk of the eligible Members recommending the applicant and subject to such restrictions and conditions (including payment of fees) as may be prescribed by the Directors for the general management of the Club and Club Facilities.
		24.2.5	If the Membership and Disciplinary Committee recommends the rejection of the applicant, the Membership and Disciplinary Committee shall notify the General Manager who shall inform the eligible Members recommending the applicant, of the rejection and shall make a refund of the Membership Fees (subject to deduction of the administration fees as provided in Article 24.2.1.) and any other fees paid by the applicant. The Membership and Disciplinary Committee shall not be required to give reasons for such rejection to the applicant or to the Members recommending the Applicant and the decision of the Membership and Disciplinary Committee to reject an applicant for Membership shall be final and binding.
		24.2.6	If the Membership and Disciplinary Committee recommends the applicant for admission as a Member, the Membership and Disciplinary Committee shall notify the General Manager of its recommendation and within seven (7) days of receipt of the recommendation, the General Manager shall post on the Company's general notice board at the Club House a summary of the application indicating the full name of the applicant, the eligible Members recommending the application and passport size photograph of the applicant.
		24.2.7	Members shall be allowed an eight (8) week period from the date of posting of the application on the notice board to notify in writing, the Membership and Disciplinary Committee through the General Manager of any reason the Member believes would make the applicant ineligible or unsuitable for Membership <u>provided that</u> such notice shall be treated in confidence. After the lapse of the eight (8) week objection notice period, the Membership and Disciplinary Committee shall consider

		any objection received from Members and within twenty one (21) days of the end of the notice period, the Membership and Disciplinary Committee shall notify any Member who has lodged an objection of its decision and reason for accepting or not accepting to rely on the recommendation of the Member in question in reaching its decision on the eligibility or suitability of the applicant. The decision of the Membership and Disciplinary Committee to rely on or refuse to rely on the recommendation of an objecting Member shall be final and binding.
	24.2.8	<p>If after considering any objections received from Members, the Membership and Disciplinary Committee recommends the applicant for admission as a Member, the applicant shall be considered to have passed the Balloting Process. The applicant's name shall be forwarded to the Board of Directors of the Company. The Board, shall make the final decision as to whether to confirm or reject the application for membership.</p> <p>If the Board accepts the application, the Membership and Disciplinary Committee shall notify the General Manager that the applicant has passed the Balloting Process and has been approved for Membership. Within seven (7) days of receipt of the notification, the General Manager shall notify the applicant through one of the eligible Members recommending the application and upon such confirmation being given to the applicant and payment by the applicant of any applicable fees or levies then due for the Class of Membership applied for and not already paid, the applicant shall become a full Member of the Company of the Membership Class applied for.</p>
	24.3.	An applicant who has not been successful in his or her application shall not be eligible to be proposed again or introduced as a Temporary Member, an Honorary Member or guest for a period of twelve (12) calendar months following rejection of his or her application.
Right to Vote, Office and Sharing of Company Property	25.	For the avoidance of doubt, it is hereby recorded that:
	25.1.	Only Joint Full Members, Single Full Members, Life Members and Honorary Life Members shall be entitled to offer themselves for election as Directors of the Company.

	25.2.	Only Joint Full Members, Single Full Members, Joint Country Members, Single Country Members, Joint Social Members, Single Social Members, Life Members and Honorary Life Members shall be entitled to attend and vote at Annual General Meetings and General Meetings of the Company.
	25.3.	Only Joint Full Members, Single Full Members, Joint Country Members, Single Country Members, Joint Social Members, Single Social Members, Life Members and Honorary Life Members shall be entitled to share in the assets of the Company on dissolution of the Company and that such Members shall share such assets in proportion to the Membership Fee then applicable to them.
Resignation from Membership	26.	Any Member wishing to resign from Membership of the Company shall give notice in writing, addressed to the General Manager and delivered by registered post or by hand delivery to the Club at least seven (7) days before the end of any quarter, otherwise he shall be liable to pay the Subscription Fee for the next quarter. A Member who has resigned from the Company voluntarily may, at the discretion of the Directors, be re-admitted without payment of the applicable Membership Fee (or of such portion of Membership Fee as has previously been paid by the Member).
Arrears of Fees, Levies and Dues	27.	The following provisions shall apply to late or non-payment of Fees, Levies, Fines or other dues from Members:
	27.1.	Any Member who has arrears for a period of one (1) month in respect of payment of Subscription Fees, Games Supplement Fees, Development Levy, Fines or other payments due and payable by a Member (or any part thereof) shall be posted on the Club's general notice board as having arrears and being indebted to the Company and shall be liable to pay a Fine to be determined by the Directors from time to time on the recommendation of the Finance and Administration Committee.
	27.2.	If a Member's payment continues to be in arrears for a further period of two months (2) after the date of posting, that Member's Membership in the Company shall, ipso facto, be terminated with immediate effect and without the requirement of any notice to the Member and his or her name shall be struck-off the list of Members and such person shall forfeit all rights in and claims upon the Company and its property.
	27.3.	A Member whose Membership has been terminated pursuant to the provisions of Article 27.2. may after payment of the arrears and any Fines in respect thereof apply through the

		Membership and Disciplinary Committee for re-admission as a Member and in considering the application, the Membership and Disciplinary Committee shall take into consideration the reasons why the person was unable to meet his financial obligations to the Company and may recommend to the Directors that the person be readmitted as a Member. If the Membership and Disciplinary Committee recommends that the person be readmitted as a Member and the Directors accept the recommendation, the person shall be readmitted as a Member without being required to pay Membership Fees afresh or to go through the Balloting Process. The decision of the Membership and Disciplinary Committee and of the Directors shall be final and binding.
	27.4.	If the Directors are satisfied that any Member has failed after due notice to pay an account incurred by such Member to any club with which the Company has a reciprocating arrangement and of which he is not a Member, such Member may be notified by the General Manager to settle such account and, if within twenty-one (21) days of service of such notice such Member fails to produce proof to the Directors that the account has been paid the Directors may at their discretion treat such Member as having made default under Article 27.1. and the provisions of that Article shall apply.
Place and Mode of Payment	28.	All moneys payable to the Company shall be paid to the Company by banking the same into the Company's Bank account notified to Members, or through such other mode(s) of payment as shall be determined by the Directors from time to time on the recommendation of the Finance and Administration Committee and notified to the Members.
Disciplinary Action, Suspension and Expulsion from Membership	29.	The following provisions shall apply with regard to disciplinary action, suspension and expulsion from Membership:
	29.1.	If any Member shall refuse or neglect to comply with the provisions of the Memorandum and Articles of Association or Bylaws of the Company or a report or complaint shall be made to the Directors or to any Captain or Games Committee that a Member has conducted himself or herself either in or out of the Club in a manner which in the opinion of the Directors is or might be injurious to the character or interests of the Company or the harmonious and peaceful interaction of the Members or is an accessory to any such conduct (hereinafter referred to as a "Disciplinary Matter"), the Disciplinary Matter shall be referred to the Membership and Disciplinary Committee for investigation and recommendation. The opinion of the Directors as to

	<p>whether or not any particular conduct is or might be injurious to the character or interests of the Company or the harmonious and peaceful interaction of the Members may be subject to review by the General Meeting called on appeal by an affected Member as provided in Article 29.5. but shall otherwise be final and binding on all the parties concerned.</p>
29.2.	<p>Upon receipt of a Disciplinary Matter, the Membership and Disciplinary Committee shall consider the Disciplinary Matter and reach a decision on whether to recommend to the Directors that the Member be reprimanded, suspended from accessing the Club and using or enjoying the Club Facilities or reciprocating rights until a specified date or the happening of a specified event or be invited to resign or to pay a Fine or to be expelled from Membership or such other recommendation that the Membership and Disciplinary Committee may make (hereinafter referred to as the "Disciplinary Action").</p>
29.3.	<p>In considering the Disciplinary Matter, the Membership and Disciplinary Committee shall give the Member in question a reasonable opportunity of making an oral or written explanation or defence.</p>
29.4.	<p>Upon considering a Disciplinary Matter and reaching a recommendation on the Disciplinary Action to be taken, the Membership and Disciplinary Committee shall make its recommendation to the Directors who shall act on the recommendation unless the Directors by majority decision decide not to follow the recommendation or to vary the recommended Disciplinary Action.</p>
29.5.	<p>The Member subject to a Disciplinary Action may, if dissatisfied with the Disciplinary Action taken by the Directors, appeal to a General Meeting (notice of appeal to be given to the Secretary within one (1) calendar month from the time the Disciplinary Matter is reported or noted) and if such appeal is made the appeal shall be supported by a two-thirds majority of the Members present and voting at such General Meeting for it to succeed failing which the Disciplinary Action shall stand and not be subject to any appeal in court or otherwise whatsoever.</p>
29.6.	<p>The Disciplinary Action of suspending a Member facing a Disciplinary Matter from participating in a particular sport(s) may be taken by the Disciplinary Committee on the recommendation of the relevant Games Captain pending the conclusion of the Disciplinary process referred to above.</p>

Bankruptcy of a Member	30.	If any Member shall be adjudged bankrupt or shall make any composition or arrangement with his or her creditors under the provisions of any statute or being engaged in any profession, shall on account of misconduct be prohibited by the governing body of such profession from continuing to practice under their regulations or shall be imprisoned, he or she shall ipso facto cease to be a Member of the Company and shall forfeit all rights in and claim upon the Company and its property; but upon application being made to the Directors stating the cause of such adjudication in bankruptcy, making of any composition or arrangement or prohibition or imprisonment as aforesaid, as the case may be, and upon consideration and recommendation by the Membership and Disciplinary Committee, such Member may on approval by the Directors be re-admitted as a Member in his or her former Class of Membership without being required to pay Membership Fees afresh or to undergo the Balloting Process.
Rights of Members Generally and Rights to Access the Club and to Use Club Facilities	31.	Subject to the express provisions of these Articles and to the Memorandum of Association, and to any By Laws for the time being in force, all Members of the Company in the same Class of Membership shall have equal rights and privileges and be subject to equal duties and obligations and subject as aforesaid all Members of the Company shall be entitled to access the Club and to use and enjoy all Club Facilities at all times but in common with other Members and to be supplied at such charges as the Directors shall from time to time determine, with such accommodation, meals, refreshments and things as are provided by the Company for the use and enjoyment of its Members.
		MEMBERS MEETINGS
Annual General Meetings and General Meetings	32.	The following provisions shall apply to Annual General Meetings of Members:
	32.1.	In every year there shall be held at least one Annual General Meeting of the Members which shall be held at such time (being not more than six (6) months after the end of the Company's Financial Year) at the Club or in default at such time, at such place and in such a manner as the Directors shall appoint.

	32.2.	The Directors may make whatever appropriate arrangements including use of appropriate technology to enable those attending a meeting to exercise their rights to speak or vote at it. For avoidance of doubt, subject to the provisions of the Act, members may confer via radio, telephone, closed circuit television, video and teleconferencing or other electronic means of audio/visual communication, or a combination of electronic and physical meetings. Notwithstanding that the members are not present in one place at the time of the meeting, a resolution passed by members constituting a quorum at such a meeting shall be deemed to have been passed at a meeting of the Members as held on the day on which and at the time at which the meeting was held and as specified by the notice calling it.
	32.3.	For purposes of any meeting held virtually through the above-mentioned technological means, a proper record of the meeting shall be kept, including audio and video recordings. Any Director or Member present at a virtual meeting may require that every member or Director present have their video on to confirm their authenticity.
	32.4.	If the Annual General Meeting is not held as provided herein before the 31 st day of December in any year, then the Annual General Meeting shall be held in the month next following and may be convened by any Ten (10) Members qualified to vote in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.
	32.5.	For the Annual General Meeting a notice of not less than twenty one (21) days specifying the place (in the case of physical meetings), the day, the hour of the meeting, and the agenda of the meeting or business to be dealt with during the meeting, shall be given to all the Members eligible to vote in the manner hereinafter mentioned, or in such other manner as may be prescribed by the Company in an Annual General Meeting, but the non-receipt of such a notice by any Member shall not invalidate the proceedings at any Annual General Meeting.
	32.6.	Despite the fact that the Annual General Meeting is convened by shorter notice than that specified in Article 32.5, the meeting is regarded as having been duly convened if it is so agreed or ratified by all the members entitled to attend and vote at the meeting.

General Meetings	33.	Members' Meetings, other than the Annual General Meetings, may be called as hereinafter provided and such meetings shall be called " General Meetings":
	33.1.	The Directors may, whenever they think fit, and shall on requisition made in writing by not less than thirty (30) Members qualified to vote, convene a General Meeting.
	33.2.	Any requisition for the Directors to call a General Meeting made by Members shall state the general nature of the business to be dealt with at the meeting proposed to be called, together with a proposed resolution to be put to the meeting (if any). The requisition to call a General Meeting is not effective unless it is signed by the requisitionists and deposited at the registered office of the Company or sent in electronic form to the Chairperson.
	33.3.	On receipt of the requisition, the Directors shall forthwith proceed to convene a General Meeting <u>provided that</u> if they do not proceed to cause the General Meeting to be held within twenty eight (28) days from the date of the requisition being so deposited, the requisitionists may themselves convene the General Meeting at the expense of the Company and in accordance with Section 279 of the Act.
Provisions as to Annual General Meetings and General Meetings	34.	The following provisions shall apply to both Annual General Meetings and General Meetings:
	34.1.	No business shall be transacted at any Annual General Meeting or General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided thirty (30) Members qualified to vote who are personally present shall be a quorum.
	34.2.	If within half an hour from the time appointed for the Meeting a quorum of Members is not present, the Meeting, if convened on the requisition of Members, shall be dissolved. In any other case the Meeting shall stand adjourned to the same day on the following week at the same time and place, and if at the adjourned Meeting a quorum of Members is not present within half an hour of the time appointed for the meeting, the Members present shall be a quorum.
	34.3.	The Chairperson of the Board of Directors or in his absence the Vice Chairperson or if also absent the Patron shall be entitled to take the chair in every Annual General Meeting or General Meeting. During the election of the Directors, the Patron shall be the Chairman of the meeting as provided under Article 45.3.

	34.4.	If there is no such Chairperson, Vice Chairperson or Patron or if at any meeting none of them is present within half an hour of the time fixed for holding the same, the members qualified to vote who are present shall choose one of their number to be Chairperson of that meeting.
	34.5.	The Chairperson of the Meeting may, with the consent of 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.
	34.6.	If a poll is demanded, the same shall be taken in such manner as the Chairperson directs, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.
Meetings of Games Sections	35.	Each of the Games Sections provided in Article 54 shall provide in the Bylaws applicable to them the number, time and manner of conducting meetings for the Section <u>provided that</u> each Games Section shall hold at least one annual meeting at which a report on the section shall be provided to the Members eligible to receive the report in accordance with the particular Games Section Bylaws and at which elections of the Games Section captain, vice-captain and committee members shall take place.
		<u>VOTING</u>
Voting	36.	In respect of any matter requiring a vote of Members, every Joint Full Member and every Single Full Member shall have one vote and no more provided that any such Member who shall be in arrears of any Subscription Fees, Development Levy or any other payments due to the Company shall not qualify to vote.
Voting By Proxy	37.	On a poll, votes may be given either personally or by proxy. A proxy shall be appointed in writing under the hand of the appointer. No person shall act as a proxy unless he or she is already qualified to vote in his or her own right and such a person shall not hold more than one proxy at any one time. The Instrument appointing the proxy shall be addressed to the Secretary and deposited at the registered office of the Company not less than forty-eight (48) hours before the time of holding the meeting at which the proxy is to vote. Prior to the proposed meeting the Secretary shall verify the validity of the Instrument appointing a proxy and enter the same in the Proxy Register. An instrument appointing a proxy shall be in the following form or as near thereto as circumstances will allow: -

		<p style="text-align: center;">“To: The Secretary</p> <p style="text-align: center;">Limuru Country Club</p> <p>I.....of.....being a Member of Limuru Country Club qualified to vote hereby appoint.....of.....to be my proxy in my absence to vote in my name upon any matters dealt with at the General Meeting of the members of the Club to be held on the.....day of.....20.....and at any adjournment thereof.</p> <p>Witness my hand this.....day of.....20.....</p> <p>Signed</p>
Chairperson to have a second or casting vote	38.	In case of an equality of votes, the Chairperson of the meeting shall have a second or a casting vote.
		DIRECTORS AND OFFICERS
Directors of the Company	39.	The Board of Directors shall consist of not less than seven (7) and not more than eleven (11) Directors. The captain of the Men’s Golf Section and the captain of the Women’s Golf Section shall during the currency of their captaincy automatically be Directors of the Company with the other positions of Directors being filled by Members elected as Directors in accordance with the provisions of Article 44.
Officers of the Company	40.	The Officers of the Company shall be such officers as may be decided upon at any Annual General Meeting and only a Member who is a Joint Full Member or a Single Full Member shall be eligible to be an Officer of the Company. Unless otherwise passed at an Annual General Meeting, the Officers of the Company shall include the Captain and Vice-Captain of the Men’s and Women’s Golf Sections, Tennis Captain, Tennis Vice-Captain, Bowls Captain, Squash Captain, Cricket Captain and Cricket Secretary.
Directors & Officers to act in an Honorary Capacity	41.	No Director or Officer of the Company shall receive any remuneration for his services.

General Manager	42.	<p>The Directors shall have the power to appoint a General Manager who shall be the Chief Executive Officer of the Company and the Club Secretary (“Secretary”), and also to engage the services of such other employees as will be necessary to run the affairs of the Company. The General Manager is accountable and responsible for the following (in addition to other specific roles indicated elsewhere in these Articles):</p> <ul style="list-style-type: none"> (a) The day-to-day management of the Company in accordance with the overall directions, strategies and policies agreed by the Board; (b) Representing and promoting the interests of the Company; (c) ensuring that the Board is regularly and adequately appraised about the operations of the Company through presentation of relevant board papers and reports; (d) ensuring a clear flow of information between management and the Board; (e) overseeing the preparation and submission of annual budgets, for the approval of the Board; (f) communicating and implementing policies, strategies and decisions adopted by the Board; (g) ensuring continuous improvement in the quality and value of the services of the Company; (h) Ensuring the Company’s compliance with the laws; and (i) Performing any other functions required for a general manager’s role and other functions as shall be assigned by the Board from time to time.
Retirement & re-election of Directors	43.	<p>At the first and any subsequent Annual General Meeting of the Company one third of the Directors shall retire from office, but shall be eligible for re-election. The Directors to retire in each 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.</p>
Nomination for and Election	44.	<p>The election of the Directors of the Company shall take place in the following manner:</p>

Election of Directors	44.1.	A Director who is retiring by rotation as provided in Article 43 and offering himself or herself for election shall notify the Secretary of his intention to stand for election at least twenty-one (21) days prior to the date of the Annual General Meeting at which elections for Directors are to take place. Any Member who is not presently a Director and who is qualified to be elected as a Director and who wishes to stand for election as a Director shall notify the Secretary at least twenty-one (21) days prior to the date of the Annual General Meeting at which elections for Directors are to take place and such notice shall be accompanied by an endorsement of two Members qualified to propose and second the nomination to office a Member for the position of a Director as provided in these Articles. A Director or Member qualified to stand for election as a Director who lodges notice of his or her intention to stand for election as aforesaid shall be deemed to be duly nominated as a candidate to stand for elections and his nomination shall not be withdrawn before or during the elections except for his or her death or legal or medical incapacity.
	44.2.	At least fourteen (14) days prior to the date of the Annual General Meeting at which elections for Directors are to take place, the Secretary shall prepare and post on the Club's general notice board a list containing the names of candidates in alphabetical order.
	44.3.	If the Number of duly nominated candidates shall exceed the number of vacancies available to be filled, elections to fill in the available vacancies shall take place during the Annual General Meeting and notice of such elections setting out the names of the candidates shall be contained in the notice calling for such Annual General Meeting <u>provided that</u> if the number of duly nominated candidates shall be equal to or less than the number of vacancies available to be filled, then such candidates shall be declared elected as Directors during the Annual General Meeting at which elections for Directors would have been held.
	44.4.	During the Annual General Meeting at which elections for Directors are to take place, the Chairperson of the Meeting shall constitute an Election Committee from the Members attending the Meeting comprising at least three (3) Members and not more than seven (7) Members. The Election Committee shall conduct the election in a manner that is simple, clear and transparent and the announcement of results by the Election Committee shall be done immediately after the final counting of

		votes on the day of the elections and such announcement shall be final and binding and not be subject to any appeal in Court or otherwise whatsoever.
	44.5.	Each Member qualified to vote for Directors as provided in these Articles shall be entitled to vote for any number of such candidates not exceeding the number of vacancies available to be filled <u>provided that</u> any Member holding a valid Proxy as provided in these Articles shall also be entitled to vote as Proxy for any number of such candidates not exceeding the number of vacancies available to be filled.
	44.6.	If two or more candidates obtain an equal number of votes another vote shall be taken in respect of such candidates only. If they again obtain an equal number of votes the Chairperson of the Meeting shall decide the vote by exercising his casting or second vote.
	44.7.	In case there shall not be sufficient number of candidates nominated, the Directors shall arrange for the remaining vacancy or vacancies to be filled until the next Annual General Meeting.
Patron of the Club	45.	The following provisions shall apply to the appointment, powers and duties of the Patron:
	45.1.	The Directors shall appoint as Patron of the Company a Member who has been a Joint Full Member or Single Full Member for a continuous period of at least ten (10) years and who has served as a Director but is not at the time of appointment a Director and if he or she is a Director shall resign as a Director upon his appointment. Such appointment shall be confirmed by a simple majority of the Members attending the Annual General Meeting immediately following such appointment <u>provided that</u> if following a vacancy in the position of Patron the Directors shall fail to appoint a Patron, or if the Member appointed as Patron by the Directors is not confirmed at the Annual General Meeting then the Annual General Meeting shall elect a Patron from amongst Joint Full Members or Single Full Members who shall be nominated for election to such post during such Annual General Meeting.
	45.2.	The Patron shall hold office for a term of three (3) years from the date of appointment by the Board or election at an Annual General Meeting and shall be eligible for reappointment unless he or she either resigns or is forced to vacate the office in

		accordance with these Articles <u>provided that</u> a Patron shall not hold office for more than three (3) consecutive terms.
	45.3.	The Patron shall be entitled to attend Board Meetings and offer advice as he or she may deem appropriate, but shall not be entitled to vote or be counted towards quorum at such meetings. The Patron shall also be entitled to oversee the conduct of the elections of Directors during the Annual General Meeting and the election of Chairperson and Vice Chairperson during the Board of Directors Meeting. The Patron shall provide such counsel, guidance and advice as he or she shall be called upon to do by the Directors or Members during an Annual General Meeting or General Meeting of the Company. The Patron shall not receive any remuneration for his or her services.
	45.4.	On vacating office, the Patron shall not for a period of two (2) years seek any elective post in the Company.
Temporary Absence from Office and Casual and other Vacancies	46.	The following provisions shall apply to the filling of any temporary or casual vacancies:
	46.1.	In the event that a Director shall for any reason be unable to attend Meetings or otherwise be unable to fulfil his or her duties for a period exceeding three (3) months then an Alternate chosen by the Board shall fill this position. Such Alternate shall hold office until the absent Director resumes his or her duties or until the next Annual General Meeting whichever shall first occur, when such Alternate shall be eligible for election in his or her own right.
	46.2.	In the event that an Officer shall for any reason be unable to attend Meetings or otherwise be unable to fulfil his or her duties for a period exceeding three (3) months then an Alternate chosen by the Committee of the Section concerned shall fill the position. Such Alternate shall hold the office until the absent Officer resumes his or her duties or until the next annual General Meeting of the Section concerned whichever shall first occur when such Alternate shall be eligible for election in his or her own right.
	46.3.	In the event that the position of Chairperson shall become vacant for any reason the Vice Chairperson elected by the Directors under Article 51 of these Articles shall act as Chairperson until the next Annual General Meeting.

	46.4.	If any Director shall resign before the end of his or her term of office, a Member qualified to hold such position shall be appointed by the Directors to fill in the vacancy until the next Annual General Meeting when such Member shall be eligible for election to the position in his or her own right.
	46.5.	If any Officer shall resign before the end of his or her term of office, a Member qualified to hold such position shall be appointed by the relevant Committee to fill in the vacancy until the next Annual General Meeting of the relevant Committee when such Member shall be eligible for election to the position in his or her own right.
	46.6.	<p>Every Director shall remain in office until removed under the provisions of Section 139 of the Act or until his office is vacated. For purposes of these Articles, the office of a Director shall be vacated if the Director:</p> <ul style="list-style-type: none"> a) Becomes bankrupt or makes any arrangement with the Director's creditors generally; or b) Becomes prohibited from holding the office of director of a Company in accordance with the Act or any other applicable law or in accordance with an order made by any court of competent jurisdiction; or c) Becomes of unsound mind or a mentally disordered person; or d) Resigns office by notice in writing to the Company; or e) Shall for more than six (6) months have been absent without permission of the Directors from meetings of the Directors held during that period; or f) If the period for which the Director was appointed expires.
Accounts	47.	The following provisions shall apply with regard to Accounts of the Company:
	47.1.	The Directors of the Company shall in every year cause a budget to be prepared setting out the income and expenditure of the Company for the next twelve (12) months which budget shall be circulated to the Members not later than 31 st March in every year.

	47.2.	The Directors of the Company shall in every year cause accounts to be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place and of the assets and liabilities of the Company.
	47.3.	The books of accounts shall be kept at the registered office of the Company or at such other place or places as the Directors think fit and shall always be open to the inspection of the Directors. The Directors shall from time to time determine whether and to what extent and at what time and places and under what conditions and regulations the accounts and books of the Company or any of them shall be open to the inspection of the Members of the Company not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company, except as conferred by an Act of Parliament or authorized by the Directors or by the Company in an Annual General Meeting.
	47.4.	Once at least in every year the Directors shall lay before the Company in an Annual General Meeting audited accounts of the Company including, without limitation, the income and expenditure for the period since the preceding account. A balance sheet [statement of financial position] shall be made out in every year and laid before the Company in an Annual General Meeting, made up to a date not more than six (6) months before such meeting, and a copy thereof shall Fourteen (14) days prior to the meeting, be sent to the Members.
		PROCEEDINGS OF DIRECTORS
Meetings of Directors	48.	The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit. The quorum necessary for the transaction of business shall be five (5) Directors.
	49.	A Director may participate in a Board meeting electronically using such technology as the Board may approve provided that all the Board member present are able to hear and recognize the other persons present at the meeting. The Directors shall make appropriate arrangements to enable those attending a meeting electronically to exercise their rights to speak or vote at it.

	50.	If not all the Directors participating in a Directors' meeting are located at the same place, the meeting may be regarded as taking place in whatever place at which any one of them is located.
Chairperson	51.	The Directors shall at their first Meeting after the Annual General meeting elect a Chairperson and a Vice Chairperson. The following provisions shall apply to the Chairperson and Vice Chairperson:
	51.1.	The Chairperson and Vice Chairperson shall be the chairperson and vice chairperson respectively of the Board of Directors and of the Company and in this regard the Chairperson shall whenever present chair the meetings of the Directors and of any Members meeting and in his or her absence the Vice-Chairperson shall chair the said meetings <u>provided that</u> in the absence of both the Chairperson and Vice Chairperson, the Directors or Members present (as the case may be), shall elect one of them to chair the meeting.
		POWERS OF DIRECTORS
Powers of the Directors	52.	The Directors shall have and may exercise all such powers and do all such things as may be exercised or done by the Company save such as are by these Articles or by any Act for the time being in force in Kenya required to be exercised or done by the Company in an Annual General Meeting. Notwithstanding the generality of the foregoing the powers of the Directors are limited as follows:

	52.1.	<p>Except for a lease in respect of premises in the Club not used or required by Members for their use or enjoyment and then only for a lease not in excess of six (6) years and except for borrowings for the Company's purposes not exceeding Kenya Shillings five million (K.Shs.5,000,000/=) the Directors shall not issue debentures, debenture stock, bonds, or charge or lease, sell, exchange or otherwise dispose of any of the land, property or assets of the Company without the previous consideration and approval of the Members at an Annual General Meeting. A disposition undertaken or debt incurred or security given in breach of this Article shall be invalid and ineffectual and not binding on Members or the Company whatsoever. The monetary limit placed on the borrowing may be varied from time to time following the recommendation of the Finance and Administration Committee and approved at the Annual General Meeting in which it is included as an agenda for consideration by Members.</p>
	52.2.	<p>The Directors of the Company shall, subject to the approval by the Company in an Annual General Meeting have power from time to time to make, alter and repeal any or all such Bylaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and the Club and Club Facilities and in particular (but without prejudice to the generality of the foregoing) they may by such Bylaws regulate:</p>
	52.2.1.	<p>The admission of temporary, honorary and other Members of the Company and the rights and privileges of such Members,</p>
	52.2.2.	<p>The eligibility of guests;</p>
	52.2.3.	<p>The terms and conditions upon which guests, children of members of the Company, Members of reciprocating Clubs and visitors shall be permitted to use the premises and property of the Company;</p>
	52.2.4.	<p>The times of opening and closing the grounds, Club House and premises of the Company, or any part thereof;</p>
	52.2.5.	<p>The rules to be observed and prizes or stakes to be played for by Members of the Company playing any games on the premises of the Company;</p>

	52.2.6.	The prohibition of particular games on the premises of the Company entirely or at any particular time or times;
	52.2.7.	The conduct of members of the Company in relation to one another and to the Company's employees;
	52.2.8.	The setting aside of the whole or any part or parts of the Company's premises for Gentlemen and Ladies at any particular time or times or for any particular purpose or purposes;
	52.2.9.	The imposition of fines for the breach of any Bylaw or any Article of Association of the Company and such fine shall not at any one time exceed the equivalent of one year's subscription for the time being payable by a Full Member;
	52.2.10.	The procedure at general meetings and meetings of the Directors of the Company;
	52.2.11.	The terms and conditions under which the Company will enter into arrangements with other members clubs for reciprocation of rights with such clubs and where any such arrangement is reached the details thereof shall be posted on the Club general notice board for the information of Members; and
	52.2.12.	Generally, all such matters as are commonly the subjects of Club rules.
52.3.		Any new Bylaw made or any Bylaw altered or any Bylaw repealed by the Directors as provided in Article 52.2 shall come into immediate operation or apply as altered or cease to have effect if repealed (as the case may be) pending consideration and approval of the same by a General Meeting of the Company.
52.4.		The Directors shall adopt such means as they may deem sufficient to bring to the notice of Members of the Company all such Bylaws, amendments and repeals of Bylaws and all such Bylaws, so long as they shall be in force, shall be binding upon all Members of the Company.

	52.5.	The Board shall not pass any Bylaw that is inconsistent with or which negates or repeals anything contained in the Memorandum or Articles of Association of the Company and any such Bylaw may be set aside by a special resolution of at Annual General Meeting of the Company.
Special Purpose Committees	53.	The Directors of the Company may from time to time delegate some of their powers to such committee or committees as they shall think fit to appoint, and may revoke any such delegation or appointment. Any such committee shall in the exercise of the powers so delegated, conform to any regulations that may be prescribed by the Directors. The decisions or opinions of any such Committee in relation to the exercise of any power so delegated shall for all purposes of these Articles be defined to be decisions or opinions of the Board of Directors <u>provided that</u> the provisions of this Article 53 shall not apply to the Finance and Administration Committee and the Membership and Disciplinary Committee which shall be standing committees constituted as provided in Articles 59 and 60 respectively and all financial affairs of the Company and all matters relating to membership and disciplinary matters of the Company shall be referred to the Finance and Administration and Membership and Disciplinary Committees respectively as provided for in these Articles.
Games Sections Committees	54.	There shall be the following Games Section Committees to govern games, sports and activities played or undertaken by Members:
	54.1.	The Golf Committee constituted and managed as provided in Article 55;
	54.2.	The Gymkhana Committee constituted and managed as provided in Article 57; and
	54.3.	Such other Games Section Committees in respect of games, sports and other activities which have received approval and recognition by the Directors as provided in Article 58.
Golf and Golf Committees	55.	Golf is recognized and recorded as the main sport played and enjoyed by a majority of the Members and for which the majority of the Club and Club Facilities are and shall remain dedicated for. The following provisions shall apply to the management and administration of the game of Golf:

	55.1.	There shall be two separate and distinct Golf Sections – one for men and one for women with the principal recognition that in Kenya and at the Company, the men’s golf sport and the ladies’ golf sport are two separate distinct and independent sports played on different courses with different competitions and competition rules and having separate and distinct governing bodies and traditions; and
	55.2.	Each of the Men’s Golf Section and the Women’s Golf Section shall be governed by separate Bylaws.
Golf Management Committee	56.	There shall be a Golf Management Committee. The following provisions shall apply to the Golf Management Committee:
	56.1.	The Golf Management Committee shall be in charge of all matters of golf which are undertaken by and affect both the Men’s Golf Section and the Women’s Golf section including, without limitation, Golf Competitions which involve both the Men’s Golf Section and Women’s Golf Section, Golf Sponsorships which involve both Men’s Golf Section and Women’s Golf Section and the Golf Course architecture and development and junior golf development.
	56.2.	The Golf Management Committee shall be comprised of (i) the captain and vice-captain of the Men’s Golf Section (ii) the captain and vice-captain of the Women’s Golf Section (iii) two members appointed by the Directors (but not being Directors) from the Members and (iv) three additional Members nominated by the captain of the Men’s Golf Section to be co-opted to the committee by the initial members of the Golf Management Committee to assist it in running the matters vested on the Golf Management Committee.
	56.3.	The captain of the Men’s Golf Section shall be the chairman of the Golf Management Committee and shall have the overall responsibility of all matters vested on the Golf Management Committee and in the Golf Management Committee meetings he shall have a second or casting vote.
Gymkhana Committee	57.	There shall be a Gymkhana Committee comprised of two (2) Directors and not more than five (5) Members nominated by the Directors from the committee members of the Games Sections recognised by the Board under the provisions of Article 58. All Recognised Games, Sports and Activities Sections as provided in Article 58 shall be governed and administered by the Board through the Gymkhana Committee.

Recognised Games, Sports and Activities	58.	Members playing or engaging in a particular game or sport or engaging in a particular activity in the Club for which facilities are provided or available as part of the Club Facilities or which is compatible with the objects of the Company may on reaching a number of at least ten (10) Members apply to the Directors to be recognized as a Games Section. In making such an application the Members in question shall submit draft Bylaws to govern the particular Games Section. The Directors shall if they accord recognition to the Games Section in question adopt, with such modifications and additions as the Directors shall deem fit, the Bylaws submitted by the particular Games Section to be the Bylaws applicable to that Games Section and upon such adoption, such Bylaws shall be deemed to be part of the Bylaws of the Company applicable to that Games Section. This Article and Article 57 shall not apply to the game of Golf which shall be governed as provided in Articles 55 and 56.
Finance and Administration Committee	59.	There shall be a Finance and Administration Committee comprising at least two Directors and not more than four (4) other Members to be appointed by the Board. The Finance and Administration Committee shall have the following duties and powers:
	59.1.	The Finance and Administration Committee shall give advice to the Board on all financial matters relating to the affairs of the Company and shall prepare an annual report on the financial affairs of the Company for presentation by the Board at every Annual General Meeting;
	59.2.	The Finance and Administration Committee shall be responsible for the day-to-day financial management of the Company and shall prepare monthly management accounts including a cash flow statement for circulation to the Directors; and
	59.3.	The Finance and Administration Committee shall have such additional duties and powers as may be conferred on it by these Articles and by the Bylaws and by a resolution of the Members at a General Meeting of the Company.
Membership and Disciplinary Committee	60.	There shall be a Membership and Disciplinary Committee comprising the Vice Chairperson of the Company, the Men's Golf Section Vice Captain and not more than four (4) other members to be appointed by the Board. The Membership and Disciplinary Committee shall have the following duties and powers:

	60.1.	The Membership and Disciplinary Committee shall receive and consider all applications for Membership in the Company and make recommendations to the Directors as provided in Article 24;
	60.2.	The Membership and Disciplinary Committee shall receive and consider all complaints against any Member of the Company and recommend to the Directors appropriate action to be taken thereon as provided in Article 29.
	60.3.	The Membership and Disciplinary Committee shall compile and submit to the Board an annual report in respect of membership and disciplinary matters for presentation by the Board at every Annual General Meeting.
	60.4.	The Membership and Disciplinary Committee shall have such additional duties and powers as may be conferred on it by these Articles and by the Bylaws and by a resolution of the Members at a General Meeting of the Company.
		NOTICES AND COMMUNICATIONS
Notices	61.	Any notice or any communication required to be given to Members by these Articles may be given to any Member either personally or by sending it by post to the Member's postal addresses. Where a notice or communication is sent by post, service of the notice or communication shall be deemed to have reached the Member seven (7) days after the date of posting. Any notice of communication may also be sent to a Member by way of electronic mail. Notice of any Annual General or General Meeting shall be deemed to have been properly served if posted on the Company's General Notice Board at the Club.
		AUDIT
	62.	An Auditor or Auditors shall be appointed and their duties regulated in accordance with the Act or any statutory modification thereof for the time being in force.
		EXECUTION OF DOCUMENTS

	63.	A document is validly executed by the Company if it is signed on behalf of the Company by two authorised signatories or by a Director of the Company in the presence of a witness who attests the signature. For avoidance of doubt, no person shall execute any document on behalf of the Company except by the authority of a resolution of the Directors.
	64.	Where the use of the Common Seal of the Company is required, the Common Seal shall only be affixed by the Authority of a resolution of the Directors and in the presence of at least three (3) Directors one of whom must be either the Chairperson or the Vice Chairperson as the case may be.
		HEADINGS AND MARGINAL NOTES
	65.	The headings in these Articles and the notes in the margin thereof shall not be taken as part thereof, or in any manner affect the interpretation or construction of the Memorandum and Articles of Association of the Company.