

THE COMPANIES ACT, NO. 17 of 2015

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

**ARTICLES OF ASSOCIATION OF
TEE ES SEE GOLF LIMITED**

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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 **Tee Es See Golf Limited - The former Thika Sports Club**; (hereinafter referred to as “**the 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 along Kangethe Road, Thika and known as L.R. No. 8240 Comprised in Grant Number I.R 17462).
 - 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, swimming pool, pool table, gym 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 neutral.
 - 2.8 A reference to the expiry of time in these Articles shall be construed to mean 1800 hours (6:00 PM) East African Time on the stated expiry date.

Objects

3. The Company is established for the purposes expressed in the Memorandum of Association.

Eligibility for Membership

4. Any person who is at least Twenty One (21) years old is eligible to apply for Membership in the Company subject to such additional qualifications as shall be required for the Class of Membership one proposes to apply for. Any legal entity which qualifies under the provisions of Article 23 is eligible to apply for Membership.

Rights of Membership

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.
 - 5.1 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 organization of the Company and the enjoyment of the Club and Club Facilities.
 - 5.2 Upon admission, each full member shall be recognized as an individual member in their own right and shall have the right to:
 - 5.2.1 Vote at an Annual General Meeting and any General Meeting of the Company;
 - 5.2.2 After serving as a member for three (3) consecutive years, a member shall qualify;
 - 5.2.2.1 to offer themselves for office;
 - 5.2.2.2 to nominate another member to stand for office; and
 - 5.2.2.3 to recommend or second the recommendation of an applicant seeking membership.
 - 5.3. The resignation, suspension, expulsion, or change in class of membership of one full member shall not, by itself, affect the membership status of another full member.

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 Company and exercised through the Membership and Marketing Committee and the Board of Directors. Nothing in these Articles shall be deemed as limiting the powers of the Directors through the Membership and Marketing 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 Full Membership.
 - 7.2 Family Membership.
 - 7.3 Single Parent Membership.
 - 7.4 Single Membership.
 - 7.5 Country Membership.
 - 7.6 Junior Membership.
 - 7.7 Youth Membership.
 - 7.8 Temporary Membership.

- 7.9 Senior Membership.
- 7.10 Honorary Membership.
- 7.11 Reciprocal Membership.
- 7.12 Absentee Membership.
- 7.13 Corporate Membership.
- 7.14 Non-resident Membership and
- 7.15 Such other classes of Membership as may be created from time to time by the Board of Directors according to these Articles of Association.

Full Membership

- 8. A Full Member is a member who has attained the age of Twenty One (21) years and has been admitted as such or has become a Full Member under the rules of the Club. They shall be entitled to all privileges of the Club to vote at any General Meeting and to be eligible for election to the Board of Directors (herein after mentioned) or any Committees of the Club that may be formed. For the avoidance of doubt Full Member includes Family and Single parent members aged Twenty One (21) years and above but does not include Junior members.
 - 8.1 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 paid-up Full Member shall have the right to access the Club and to use and enjoy all Club Facilities.

Family Membership

- 9. Family Membership is that of a legal husband and wife and their legal children under the age of 28 years having paid the prescribed Membership Fees and Subscription Fees and each passed the Balloting Process as prescribed in Article 23. Any member wishing to add a new member of his/her family shall provide legal documents in support of the same.

Divorce

- 10. Upon dissolution of a marriage with respect to Members who have Family Membership, 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 Member or Single Parent Member or a Single Full Member each in their 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 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.

Death of a Spouse

- 10.1 Upon the death of the spouse of a Family Member, the surviving spouse shall apply to become a Single Member or Single Parent Member or Single Full Member without undergoing the Balloting Process or payment of any Membership Fees.

Resignation or Expulsion of a Spouse

10.2 Upon the resignation or expulsion from Membership of the spouse of a Family Member the surviving or remaining spouse shall apply to become a member without undergoing the Balloting Process or payment of any Membership Fees.

Single Parent Membership

11. There shall be a membership of a single male or female parent who shall be liable to pay the prescribed membership and subscription fees and must have passed the Balloting Process as prescribed in Article 23. The Company may demand proof of status before admission to membership or the use of Club facilities by the dependents. Any member not being a single parent but who knowingly applies for single parent membership shall have their membership cancelled provided the onus of proving eligibility to this category of membership shall be on them. Should the status of a single parent change, a member should notify the Board of Directors in writing within Thirty (30) days.

11.1 Subject to such restrictions and conditions (including payment of fees) as may be prescribed by the Board of Directors from time to time for the general management of the Club and Club Facilities, a fully paid-up Single Parent Member shall have the right to access the Club and to use and enjoy all Club Facilities.

Single Membership

12. A single Membership is for one person only and does not allow for the family to be brought to the Club except as guests as allowed elsewhere in this Articles of Association and in special cases at the discretion of the Company.

12.2 Subject to such restrictions and conditions (including payment of fees) as may be prescribed by the Board of 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.

Country Membership

13. Any person residing outside one hundred (100) kilometers from the Club may be proposed and admitted to become a Country Member and shall be entitled to all privileges of the Club.

Junior Membership

14. Junior Membership shall be for children of Family Members and Single Parent member of the Club below the age of Twenty-one (21) years and shall have the same privileges as their parents except:-

- (a) They shall have no voting powers.
- (b) They shall have no right to share in the disposal of any property of the Club.
- (c) For a junior member to convert to a full member without having to pay the entrance fee, such junior member must have been a fully registered and a junior member of the Club for a period of not less than two years.

(d) They shall neither participate nor attend in meetings of the Club.

14.2 This class of membership shall not sign in guests to the Club.

14.3 Any minor not being a child of a Member of the Club may be admitted as a Junior Member of the Club after having been proposed and seconded and balloted for as laid down for Full Members. The rate of Subscription and Entrance Fee payable by such a Junior Member shall be as the Board of Directors may from time to time deem fit, provided that on attaining the age of Twenty- one (21) years, they may opt to become a Full member by paying the prevailing Annual subscriptions.

Youth Membership

15. There shall be a Youth Membership of a person of over twenty-one (21) years of age whose parent(s) is/are a single parent member or family members of the Club respectively.

15.1 This Youth Membership shall be categorized as:

- Derived Youth Membership which shall arise upon automatic transition from a Junior Member.
- Acquired Youth Membership which shall arise when at the time of joining the club either under the Single Parent Membership or Family Membership category the parent(s) desire(s) their child(ren) who have attained twenty one (21) years but is/are below twenty six (26) years to join the Club. The parent shall be required to pay a fee equivalent to 10% of the Single Membership joining fee for each child joining under this category.

15.2 Upon attaining the age of 22 years, the Junior Member shall automatically transition to be a Youth Member. The parents shall thereafter be responsible for the settlement of the respective subscriptions payable which may be determined by the Board from time to time for this category of membership.

15.3 Upon attaining the age of twenty-eight (28) years, and upon the recommendation of the Board of Directors, the Youth Member shall be eligible to become a full Single Member by immediately paying the applicable annual subscriptions fees.

Temporary Membership

16. A Temporary Member is a Member who is duly proposed by a Full Member for a period which shall not exceed three consecutive months, save with the consent of the Board of Directors, who may grant an extension or extensions up to a maximum period of nine months.

16.1 A Temporary Member shall:-

- Not be entitled to sign in more than two guests at anyone visit to the Club.
- Not be entitled to attend and or participate at any general meeting of the Club.
- Not be allowed to enjoy reciprocal facilities with other Clubs, but shall have all other privileges of the Club, subject to this Articles of Association.

- Pay the applicable fee as may be determined by the Board of Directors.
- Not be a permanent resident within One Hundred and fifty (150) kilometers of the Club House.
- Have the amount paid for Temporary Membership deducted from his annual subscription on becoming a Full Member. Should a Temporary Member wish to become a Full Member of the Club, he will have to go through the process of new applicants to membership of the Club.

Senior Membership

17. An Annual General meeting shall, upon the recommendation by the Board of Directors, admit Senior members who shall have met the following qualifications;
- (a) Such members shall have maintained continuous subscription as full members of the Club for a period of not less than twenty five (25) consecutive years, or;
 - (b) Such members shall have attained the age of sixty five (65) years and, in the opinion of the Board of Directors, shall have rendered exemplary service to the Club, or;
 - (c) Such members shall have attained the age of Seventy (70) years and satisfied the conditions set forth in Article 17(a) above.

Upon admission into this class of Membership, such members shall be exempt from further subscription payments and shall enjoy all privileges of Full Membership unless they resign or are expelled from the Club. However, Senior Members shall remain liable for any levies applicable to full members from time to time.

For the avoidance of doubt, Senior Membership shall not be subject to purchase.

- 17.1 Any member who disapproves the nomination of a member for Senior Membership shall write to the Club's Secretary seven (7) days before the Annual General Meeting giving their reasons.

Honorary Membership

18. The Board of Directors may nominate as an Honorary Member from distinguished residents of Kenya and distinguished visitors to Kenya for such a period as the Board of Directors may determine.
- 18.1 A general meeting may elect as Honorary member persons who have rendered distinguished service to the Club or persons whose public avocations may warrant such privileges for such period as the General Meeting may determine.
 - 18.2 The Board of Directors may nominate as an honorary member for one year any person winning a Kenya wide open title in a sport which is played by the Club.
 - 18.3 Honorary members shall not be required to pay subscriptions, levies or minimum spend.
 - 18.4 Honorary members shall have no voting rights.

- 18.5 An honorary member shall not sign in more than two guests at any one visit to the Club nor share in the assets of the Club. They shall also not sign in any prospective member to the Club.
- 18.6 For the sole purpose of developing talent of any sport played at the Club, the Board of Directors may admit any such talented person into the membership of the Club and waive the entrance fees payable by any new member. However, any person admitted into the Club under this category shall pay the annual subscription fees applicable at the time.

Reciprocal Membership

19. The Board of Directors shall have powers to enter into reciprocal arrangements with such other Clubs in Kenya or other Countries as the Board of Directors may deem beneficial to members. A Reciprocal Member is a member of a Club with which the Club currently enjoys a reciprocal relationship but does not reside within ten (10) kilometers radius from the Club.
- 19.1 Such member shall be permitted to visit and use the Club facilities for a maximum of TWO (2) DAYS in any one calendar month and only on production of proof of membership of his home Club and on signing a Reciprocating Member's Register provided for the Purpose.
- 19.2 Notwithstanding anything herein before contained, the Board of Directors may at its sole discretion refuse reciprocity to any person or group of persons regardless of the existence of a reciprocating relationship between the Club and the home Club of such a person or group of persons and shall inform their home Clubs of the refusal and the reasons thereto.
- 19.3 A reciprocal Member shall:-
- Have no right or share in the disposal of the property of the Club.
 - Not participate in the management of the Club.
 - Not be entitled to sign in more than two guests at any one visit to the Club.
 - Be allowed to use the Club only twice in a calendar month provided that no Reciprocal Member who has been suspended or expelled by his home Club shall gain admittance or be allowed to visit the Club until he is readmitted back by his home Club.

Absentee Membership

20. A member may apply for absentee membership if they satisfy the requirements enumerated above.
- 20.1 An Absentee Member shall be deemed to be:
- (a) Any member who intends to depart from Kenya for a continuous period exceeding twelve (12) calendar months.
 - (b) Any member who, upon application and at the discretion of the Board of

Directors, is deemed unable to access the Club and its facilities for a period exceeding six (6) months due to health-related reasons.

- (c) Any member who, upon application to the Board of Directors, provides compelling and reasonable grounds reasons for their absence from the Club for a period exceeding six (6) months, duly supported by relevant documentation.
- 20.2 An Absentee Member shall be required to apply afresh for an extension of a further twelve (12) months.
- 20.3 Should an absentee member cease to be such, they shall write to the Club's secretary within sixty (60) days informing them of cessation. Failure to do so the Board of Directors shall take any appropriate action it deems fit.
- 20.4 The Board of Directors shall set the annual fees payable for by an Absentee member.
- 20.5 The Board shall take action on members who are found to have abused the conditions of this class of membership.

Corporate Membership

- 21. A corporate member is any member who has been introduced by a corporate organization. Their entrance and subscription fees shall be paid by the said corporate organization. They shall go through the usual process of admission of a member.
 - 21.1 On leaving Directorship/employment, they cease to be a Corporate Member. Such a member may after ceasing the employment of the said corporation apply to be admitted in any of the other classes of membership. The organization shall inform the Club in writing of its Corporate Members. The corporation shall notify the Club in writing if there is any change to its Corporate Membership.
 - 21.2 The entrance fee and subscription shall upon application by the corporate body be determined by the Board of Directors.
 - 21.3 A Corporate Member shall be entitled to appoint one representative to a general meeting of the Club.
 - 21.4 A corporate member shall:
 - a) Not be entitled to sign in more than five guests at a time.
 - b) Apply in writing to the Honorary Secretary of the Club if they intend to hold any kind of activity in the Club.

Non-resident Membership

- 22 This is a member who resides outside Kenya but frequently visits the country. They are liable to pay entrance and annual subscriptions at a rate to be determined by the Board of Directors, but the entrance and subscription fees shall not be less than that of a full member.

Admission of Members

- 23** No member of the Board of Directors shall propose or second any new members.
- 23.1 Every Applicant for admission as a member other than as an Honorary Member shall be proposed and seconded by Members who have attained a membership of not less than two (2) years.
- 23.2 Upon proposal and payment of the dues appropriate at the time the application shall be posted on the Club Notice Board for not less than thirty (30) days before it comes for consideration by the Board of Directors upon recommendation by the Membership and Marketing Committee.
- 23.3 If after thirty days the proposer and or the seconder fails to get the applicant introduced to the members of the Board of Directors, the application shall automatically be withdrawn and the dues aforementioned refunded to the applicant who will be entitled to reapply for admission ninety (90) days from the date of withdrawal.
- 23.4 Admission to the Club shall be by ballot cast by the Board of Directors.
- During balloting, should any application be opposed by any three members of the Board of Directors, the application shall be declined, and the proposer will be advised. All moneys paid to the Club by the applicant shall be refunded subject to Article 23.12.
- 23.5 Upon application for membership, the applicant shall pay, entrance fees, first year subscription fees on pro rata basis, together with any other Club dues payable by members as the General Meeting of the Club shall from time to time decide. These payments must be made before the application is posted on the Club's Notice Board.
- 23.6 The proposer and the seconder and five supporting full members must introduce the applicant to the Board of Directors of which a minimum of Seven (7) members should sign the application.
- 23.7 Before admission, any member of the Club shall be entitled to file an objection in a letter marked "CONFIDENTIAL" which letter shall be shown to the Board of Directors containing reason(s) why such applicant should not be admitted to the Club.
- 23.8 Upon admission the applicant shall be notified thereof by the Honorary Secretary or Membership and Marketing Director who shall furnish them with a copy of the Constitution. Upon admission the member shall qualify for election to the Board of Directors on expiry of three (3) years. Upon application and before admission the applicant shall enjoy the privileges due to a temporary member.
- 23.9 The Board of Directors shall have powers to admit into membership of the Club any person who in their opinion will add value to the Club or has a talent which can be nurtured through the Club. The Board of Directors shall have powers to waive any portion of the entrance fees for such a member.
- 23.10 A 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

Family Membership, 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.

- 23.11 Every applicant for Membership shall complete and deliver to the Honorary Secretary 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.
- 23.12 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 5% of the applicable entrance fees (or such reasonable fee as the Board of Directors may from time to time determine), to the applicant if their application is not successful or be treated as Membership Fees if the application is successful.

Resignation

- 24 Any member wishing to resign from the Club shall inform the Membership and Marketing Director in writing before the Thirty - first (31st) day of December and must have paid all the dues owing to the Club otherwise if in default the same will become recoverable at the instance by the Club.

Membership Subscriptions and Levies

- 25 The Entrance fees, rates of subscriptions and all levies shall be such as shall be proposed to the Annual or Special General Meeting of the Club by the Board of Directors. Upon the recommendations from the Board of Directors being amended and/or approved, such entrance fees, subscriptions or levies will take effect as shall be resolved by the General Meeting.
- 25.1 The Board of Directors shall have the power to waive the Entrance Fee of any applicant above the age of twenty one (21) years.
- 25.2 The Board of Directors shall have the right to re-admit any person who has resigned from the Club on such terms as they may determine.
- 25.3 Any account not paid after three (3) months when it falls due will incur Ten Percent (10%) penalty per year pro rata. If any member shall fail to pay the amount of their dues within three calendar months of the time it falls due, the Finance and Administration Director shall report the fact to the Board of Directors who may cause their name to be removed from the list of members. However, the Board of Directors is empowered to reinstate their name(s) if the delay has been explained satisfactorily and payment made.
- 25.4 Any member who defaults for more than three (3) consecutive years will have to apply for membership afresh.
- 25.5 The Board of Directors may post on the Club Notice Board the name of any member

from whom any sum of money is due to the Club. If such member fails to pay the same after due notice in writing from the Finance and Administration Director or Honorary Secretary, they shall be posted as a defaulter. Any member posted as a defaulter at the Club notice board will also have their name posted at all the notice boards of reciprocating Clubs.

- 25.6 Any member who has been posted as a defaulter by the Board of Directors under Article 25.4 here above shall, unless he makes good his default within one month, cease to be a member of the Club.
- 25.7 Any member who has ceased to be a member of the Club under the provision of Article 25.4 and Article 25.5 here above shall neither be eligible for membership nor shall they be invited to the Club or participate in any sport at the Club as a guest unless he makes good his default and furnishes sufficient reason to the Board of Directors for such default. In the event of the Board of Directors being satisfied as aforesaid, the person in default may if readmitted to the Club be asked to pay or be excused payment of a fresh Entrance Fee. The Proposer and/ or seconder of a candidate for membership shall be held responsible for any debt incurred to the Club by that candidate from the date of proposal until one year after the date on which the candidate is admitted.
- 25.8 The proposer of a temporary member shall be liable for subscription and payment of any debts that may be incurred by the temporary member whom he has proposed or introduced or in default, the seconder of such temporary member.
- 25.9 All new members will be liable to pay Development Levy as may be decided by the Board of Directors from time to time.
- 25.10 No member of the Club may induce any staff of the Club to leave the service of the Club.
- 25.11 No Staff of the Club shall be reprimanded or punished by a member. Any complaint against any member of staff must be made to the Club Manager/General Manager/Chief Executive Officer, Chairman, Secretary or the Director in charge of the House Committee.
- 25.12 Any complaints, compliments or suggestions by members shall clearly specify the membership number and they are to be made:
- (a) In writing addressed to the Honorary Secretary and be signed; or
 - (b) Sent via email or by post;
 - (c) Complaints may also be made through social media forums. Such complaints must for authentication purposes be:
 - (i) Via a member's number registered in the club database. Where a member has more than one number, they must ensure that all of them are registered by the Club.
 - (ii) Sent to the Club's registered WhatsApp number or verified official social media accounts.

- 25.13 Any Full or Country Members may sign in guests to the Club provided such guests are eligible for Membership. The name of the guest shall be entered by the member in a book kept for that purpose.
- 25.14 No person may sign in as a guest more than twice in each calendar month.
- 25.15 Members who have guests staying with them upon application and approval by the Board of Directors may bring these guests to the Club for a period not exceeding three weeks provided the guests will be registered and their membership fees paid.
- 25.16 No person whose application for membership has been declined or whose membership has lapsed on account of non-payment of subscriptions, levies, fees or any monies owed to the Club or who has been expelled from the Club for indiscipline or whose conduct is unbecoming of a member of the Club may be brought to the Club as a guest.
- 25.17 No member shall sign in more than five guests at a time without permission of the management.
- 25.18 Staff employed by members and in charge of children shall be allowed to use the Club premises at the discretion of the Board of Directors, but they shall not bring in or sign in guests to the Club.
- 25.19 No remains of a deceased member shall be interred within the Club premises.
- 25.20 A member may be ordered to pay a fee/fine for breach of a Bylaw, or imposed for late payment of any fees, levies or payments due and payable by Members.
- 25.21 A member shall pay Development Levy which shall be a levy as may be prescribed from time to time by the Board of 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 Honorary Members.
- 25.22 A Games Supplement Fee shall be a fee payable towards meeting the participation or competition costs for specific games/sports and which shall be proposed by the Sports Games and Wellness Committee or the relevant Games Section Committee with the approval of the Board of Directors and payable only by those Members participating in the specific games or sports in question or as may be determined by the Board of Directors.
- 25.23 A member may be required to pay green fees and other payments as may be determined by the Board of Directors on the recommendation of the Finance and Administration Committee or any other Committee of the Company for access and use of the Club and the Club Facilities by reciprocating members and non- members.

Company Management/Office Bearers

- 26** The Club shall be managed by a Club Manager/General Manager/Chief Executive Officer appointed by the Board through competitive selection.
- 26.1 The Club Manager/General Manager/Chief Executive Officer will report to the Board

of Directors elected annually at an Annual or Special General Meeting of the Club from members who have attained at least three (3) years of membership.

- 26.2 The role of the Club Manager/General Manager/Chief Executive Officer shall include but not limited to:
- (a) Managing the day to day running of the Company and ensure that the Company achieves its strategic, business, operating and financial objectives;
 - (b) Implementing the Board's corporate decisions.
- 26.3 The Club Manager/General Manager/Chief Executive Officer and the management team are accountable to the Board of Directors, who act on behalf of the members, for the effective achievement of the Company's business plans and objectives.
- 26.4 The Board of Directors shall consist of the Chairman and other directors who shall chair the Committees provided under Article 37 herein below. For clarity they shall be:
- (a) The Chairman.
 - (b) The Director Food and Beverage Committee.
 - (c) The Director Games and Wellness Committee.
 - (d) The Director Membership and Marketing Committee.
 - (e) Honorary Secretary.
 - (f) The Director Finance and Administration Committee.
 - (g) The Director House Committee.
 - (h) The Director of Golf Course Committee.
 - (i) Golf Captain.
 - (j) Lady Captain.
- 26.5 The roles of these committees shall be as specified in these Articles of Association or as may be defined by Board of Directors.
- 26.6 No Director shall be a member of more than two (2) sub-committees.
- 26.7 Upon the vacancy of the position of the Vice Chairman, the Board of Directors shall elect the Vice Chairman from amongst themselves in their immediate next meeting.
- 26.8 The Board of Directors shall not be entitled to any remuneration.
- 26.9 The Board of Directors shall consist of not less than seven (7) and not more that eleven (11) Directors.
- 26.10 The Captain of the men's golf section and the Captain of the Women's Golf section shall during the term of their captaincy be members of the Board. They shall be bound by the Board requirements laid out in Articles 35.2 to 35.9.

Powers of Directors

27 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:

27.1 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

27.2 The directors may lease out a premises that is within the Club however the same should not be used or required by Members for their use or enjoyment. Such a lease is not to exceed a period of six (6) years. 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. Facilities and in particular (but without prejudice to the generality of the foregoing) they may by such Bylaws regulate:

- (a) The admission of temporary, honorary and other Members of the Company and the rights and privileges of such Members;
- (b) The eligibility of guests;
- (c) 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;
- (d) The times of opening and closing the grounds, Club House and premises of the Company, or any part thereof;
- (e) 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;
- (f) The prohibition of particular games on the premises of the Company entirely or at any particular time or times;
- (g) The conduct of members of the Company in relation to one another and to the Company's employees;
- (h) 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;
- (i) The imposition of fines for the breach of any Bylaw or any Articles 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;
- (j) The procedure at general meetings and meetings of the Directors of the Company;

- (k) 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
 - (l) Generally, all such matters as are commonly the subjects of Club rules.
- 27.3 The Board of Directors shall have the power from time to time to make and enforce rules and regulations and/or fix prices for the proper working of the Club. Such rules and regulations may be altered by the Board of Directors from time to time without calling a general or Special Meeting. Any such rules and regulations made, or prices fixed by the Board of Directors shall be announced to the members of the Club by the Chairman or Vice Chairman for at least two consecutive Club nights and be conspicuously displayed at the notice board of the Club.
- 27.4 The Board of Directors may permit the use of the Club premises for the purpose of any games or for any entertainment or other functions that are not contrary to the law in force at the time in the Republic of Kenya on such terms as they may approve, and upon a written application being made to the Club Manager/General Manager/Chief Executive Officer or the Honorary Secretary.
- 27.5 The Board of Directors shall have the power to fix the prices of all articles and refreshments sold in the Club and of any sports, games or other gear or other articles sold to the members or otherwise disposed of, without prejudice, they will also fix the payment for Temporary Membership fee.
- 27.6 All acts done by the authority of the Board of Directors thereof in good faith shall be deemed to be the acts of the Club and of the individual members thereof and shall be binding on the individual members of the Club. Every member of the Board of Directors shall be indemnified by the Club and by the members thereof for any costs, losses or expenses which any member of the Board of Directors may incur or become liable to by reason of any contract entered into or act done by him provided that the Board of Directors shall not enter into any capital projects (other than the replacement of course implements or repairs of accidental damage of the Club House) before seeking and obtaining the approval of such projects costs thereof from members at a General Meeting. All capital projects shall be undertaken by the Board of Directors.

Borrowing Powers

- 28** Subject to these Articles of Association and the written consent from the Trustees, the Board of Directors shall have power to borrow, seek an overdraft and raise money (which shall not exceed 10% of the net assets of the last audited accounts), but 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 prior consideration and approval of the Members at an Annual General Meeting. The Board of Directors shall first obtain the approval of a two third majority voting at a General Meeting in respect of such borrowing and mortgaging of the property or assets of the Club.

- 28.1 The monetary limit placed on the borrowing may be varied from time to time following

the recommendation of the Finance and Administration Committee to the Board of Directors and approved at the General Meeting in which it is included as an agenda for consideration by Members.

Increase of Borrowing Powers

- 29 The Board of Directors shall have the power to recruit such employees and or enter into contracts of employment for purposes of implementing decisions of the Board, attaining the objects of the Company and/or offering services to the Members.

Donations

- 30 The Board of Directors may make reasonable donations limited to Fifty Thousand Shillings (Kshs 50,000/=) without the consent of a General or Special General Meeting.

Conflict of interest

- 31 No member of the Board of Directors, his agent or servant shall directly or indirectly do business with the Club or enter into a contract for gain or pecuniary interest. If a member had been doing business with the Club, they shall declare this interest to the electing Annual General Meeting which shall decide the fate of that business interest.

Insolvency

- 32 A member who is an adjudicated bankrupt or compounds with his creditors or is imprisoned shall at the discretion of the Board of Directors cease to be a member of the Club, but it shall be lawful for the Board of Directors on the written application of such a member to re-instate them. He shall not be called upon to pay a second entrance fee.

Conduct of the Board meetings

- 33 In exceptional circumstances the Board of Directors may allow a director to participate in a Board meeting electronically using such technology as the Board may approve provided that all the Board members 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.
- 34 If not all the Directors participating in a Board of 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.
- 34.1 In the event the Chairman shall be unable to act in that capacity for whatever reason, the Vice Chairman or any person appointed by the Board of Directors shall act as the Chairman during such inability until the next General meeting.

Meetings of the Board of Directors

35. The Chairman and Vice Chairman shall be the Chairman and Vice Chairman respectively of the Board of Directors and of the Company and in this regard the Chairman shall whenever present chair the meetings of the Directors and of any Members meeting and in his or her

absence the Vice- Chairman shall chair the said meetings provided that in the absence of both the Chairman and Vice Chairman, the Directors or Members present (as the case may be), shall elect one of them to chair the meeting.

Quorum

- 35.1 The quorum for any meeting of the Board of Directors shall be fifty percent plus one of all the voting directors.
- 35.2 The Board of Directors shall meet at least once per month and shall have powers to form subcommittees as need arises. Non-Members of the Board of Directors may be co-opted to such sub-committees so as to bring in special skills. In case of a tie of votes, the Chairman of the meeting shall have a casting vote.
- 35.3 In case of a vacancy occurring in the Board, the same shall be filled at the discretion of the Board of Directors from itself or from full general members with membership of not less than Three (3) years.
- 35.4 The absence of any member of the Board of Directors from monthly meetings on three (3) successive occasions without leave or reasonable excuse and / or is indebted to the Club and does not make good his debts as and when they fall due shall lead to disqualification from holding office for the remainder of their term.
- 35.5 Meeting, the members present shall immediately elect an interim Chairman and Five Board of Directors to run the affairs of the Club for a period not exceeding Sixty (60) days during which time a General Meeting as provided herein before shall be convened to elect Officers and other Board of Directors and provided further that should the Board of Directors resign before the holding of an already convened General Meeting, the meeting shall be held as convened chaired by the Patron or in his absence one Trustee and continue to elect an interim Chairman and Five Directors aforesaid.
- 35.6 In the event that there shall not be a properly constituted Board of Directors, the Trustees shall immediately advise the bank of this event and request the Bank(s) to change the signatories to the Bank Accounts. During this intervening period, all the affairs of the Club shall be managed by the Trustees chaired by the Patron.
- 35.7 Unless otherwise provided, the first business of the Board of Directors shall be to ratify the members of Committees from names submitted by the Directors.
- 35.8 All sporting activities shall be required to elect their committees and Captains prior to the holding of a Special General Meeting and submit their names to the Board of Directors for admission of captains as members of the Committee.
- 35.9 In case of an equality of votes, the Chairman of the meeting shall have a second or a casting vote.

Tenure of Directors

36. At the Annual General Meeting of the Company, one third of the Directors other than the Chairman shall retire by rotation and be eligible for re-election for another term of one year.

However, a director is eligible to offer themselves for election after a break of at least one year.

- 36.1 The Chairman shall serve for one term of two (2) years following which he shall retire and shall not be eligible for re-election.
- 36.2 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 elections but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves to be determined by lot.
- 36.3 The Captains who are ordinarily elected annually shall not constitute the 1/3 of the retiring directors.

Committees

37. The Club shall be managed through Committees established under these Articles to be chaired by directors. The Committees are:
 - (a) Food and Beverage Committee.
 - (b) Games and Wellness Committee.
 - (c) Membership and Marketing Committee.
 - (d) Honorary Secretary Committee.
 - (e) Finance and Administration Committee.
 - (f) House Committee
 - (g) Golf Course Committee.
 - (h) Ladies Golf Committee.
 - (i) Golf Committee

The membership of the Committees shall be approved by the Board of Directors and the role of these committees shall be as specified in these Articles of Association.

Food and Beverage Committee

- 37.1 There shall be a Food and Beverage Committee which shall be responsible for amongst other matters: -
 - (a) Policy Creation by providing recommendations of changes or alterations to any policies relating to the Food and Beverage within the Club;
 - (b) Recommendation of policy changes that will be brought forward by the Board of Directors for consideration;
 - (c) Giving recommendations on all food and beverage operations with particular attention to food and beverage price structures and member satisfaction;
 - (d) Recommendations to the Club Manager/General Manager/Chief Executive Officer

and or the Food and Beverage Manager to assist in achieving all Board appointed aims and objectives;

- (e) Assist the Food and Beverage Operations in promoting Club events and activities.

Games and Wellness Committee

37.2 There shall be Games and Wellness Committee to govern, with the exception of golf, all other games, sports and 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 other than Golf.

Membership and Marketing Committee

37.3 There shall be a Membership and Marketing Committee comprising the Membership and Marketing Director, vice-chairman 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 Marketing Committee shall have the following duties and powers:

- (a) To receive and consider all applications for Membership in the Company and make recommendations to the Directors as provided in Article 24;
- (b) To 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;
- (c) To 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;
- (d) To engage in marketing activities whose aim is to increase the Club's profile and membership using the optimum mix of tools, platforms and mediums. To further formalize these marketing activities in the form of a Club marketing plan;
- (e) 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.

Honorary Secretary

37.4.1 There shall be an Honorary Secretary Committee, chaired by the Honorary Secretary, with a minimum membership of four (4) members.

37.4.2 The Honorary Secretary shall have the following duties:

- (a) Communicate to the general membership on all matters pertaining to the Club;
- (b) Prepare and send notices of all meetings;
- (c) Be the custodian of all the records and the corporate seal of the Club;
- (d) Be the rapporteur of the Board of Directors and general meetings of the Club.

- (e) Be a signatory of the bank accounts of the Club.

37.4.3 The Committee shall perform such duties as may be necessary in furtherance of the role of the Honorary Secretary or as may from time to time be authorized by the Board.

Finance and Administration Committee

37.5 There shall be a Finance and Administration Committee headed by the Finance Director. The other members shall be Chairman, Vice Chairman, Honorary Secretary, a Member from the Board of Directors, and two other members with a background of financial management co-opted from the general membership.

37.5.1 The Committee may co-opt any other Board Member. The Finance and Administration Committee duties and powers include:

- (a) Giving 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;
- (b) It 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
- (c) It 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.
- (d) The Committee shall ensure that the funds of the Club shall only be used in the furtherance of the objects of the Club.

House Committee

37.6 There shall be a House Committee which shall be responsible for:-

- (a) Monitoring Club Facilities with special focus on condition of interior decorations and their maintenance at the highest possible levels;
- (b) Ensuring adequate security operations are in place to protect the members, guests, employees, Club assets, Club facilities and property; ensuring that comprehensive security and emergency procedures are in place;
- (c) Evaluation of capital and development plans in order to make recommendations to the Board of Directors;
- (d) Assisting in preparing short and long term strategies focusing on enhanced membership satisfaction and participation in Club activities that are within the House Committee's mandate;
- (e) Provide oversight on the recruitment of all employees of the Club, their welfare and or disciplinary issues;
- (f) Providing a communication link between members and management relating to the House.

Golf and Course Committee

37.7 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:

- (a) The Golf and Course 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.
- (b) The Golf and Course Committee shall comprise of the Director of Course, the Captain and of the men's golf section, the Captain of the Women's golf section, and four other members appointed jointly by the Director of Course, the Captain and the Ladies' Captain to assist in the running of the matters vested on the Committee.

Composition and quorum of Committees

38. A Director shall chair the Committees each with a maximum of seven (7) members.

38.1 The quorum of Committees shall be fifty percent (50%) of its members plus one.

38.2 No Member shall serve in more than two (2) committees at the same time.

Special Purpose Committees

39. 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 provided that the provisions of this Article 38 shall not apply to the Finance and Administration Committee and the Membership and Marketing Committee which shall be standing committees constituted as provided in Articles 37.5 and 37.3 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 Marketing Committees respectively as provided for in these Articles.

Election of the Chairman

40. Any member seeking to be elected, as the Chairman must have served in the Board of Directors for at least Three (3) years or/and in the former Executive Committee of the predecessor being Thika Sports Club.

40.1 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.

Trustees

- 41.** The Club shall have, elected from amongst its members, three trustees in the manner provided here below:
- a) There shall be three (3) Trustees of the Club who shall be elected on rotation basis from amongst Past Club Chairmen or past Directors, Members of the Management Committee formerly known as the Executive Committee, who shall have been a member of the Club for a period of not less than Fifteen (15) years and who in the estimation of members have rendered exemplary service to the Club and are capable of protecting and safeguarding the assets of the Club.
 - b) A trustee shall serve for period of three (3) years and shall be eligible for re-election for another term. No trustee shall serve for more than two terms.
 - c) The Trustees shall be the custodians of all immovable and movable properties of the Club.
 - d) The property of the Club shall belong to the full members of the Club. No member of the Club has by reason of their membership any assignable and /or transferable interest in the property of the Club.
 - e) The Board of Directors may dispose of any movable assets of the Club after consultations and approval of the majority of the Trustees; however no immovable assets of the Club shall be disposed of without a Resolution of a General Meeting of the Members of the Club and as provided under Article 28 hereinabove.
 - f) A resolution by the Trustees shall be by a majority vote and that resolution shall be binding on all the Trustees.
 - g) The Trustees shall not be entitled to any remuneration.

Patron

- 42.** There shall be a Patron who shall have been a full member of the Club for at least Twenty (20) years, a past Chairman or a Trustee of the Club and who in the estimation of Club members is a person of integrity and good standing and with his consent, elected to hold office for a period of Three (3) years and may be re-elected for a further term of three years provided that no person shall be elected as a Patron for more than two terms.
- 42.1 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 Meetings of the Company.
 - 42.2 The Patron and the three Trustees shall be ex-official members of the Board of Directors and shall be required to attend at least six meetings of the Board of Directors

in each calendar year.

- 42.3 Any trustee who fails to attend the six meeting of the Board of Directors without any apologies or other justifiable cause, acceptable by the Board of Directors shall relinquish their position as a trustee. The vacancy so arising shall be filled by the Board of Directors and the person so appointed by the Board of Directors shall hold office until the next Annual or Special General Meeting of the Club whichever comes first.
- 42.4 The Patron shall not receive any remuneration for their services.

Member Meetings

Annual General Meeting and Special General Meeting

43. The Annual General Meeting of the members of the Club shall be held on or before 31st March in each year for the purpose of receiving and passing the accounts for the previous year. A Twenty-one (21) days' notice of the Meeting shall be circulated to all members.
- 43.1 All documents including motions, minutes from the previous meeting and the audited annual accounts to be considered at the Annual General Meeting shall be made available to members at least seven (7) days prior to the meeting.
- 43.2 The proposed budget covering the period up to the next Annual General Meeting shall be presented at the Annual General Meeting.
- 43.3 The date for the Annual General Meeting or a Special General Meeting shall not be scheduled on a National/ Public holiday.
- 43.4 The Annual General Meeting or a Special General Meeting shall be held both physically and virtually. The Board of Directors shall make provision for members to attend such meetings virtually, ensuring wider participation and inclusivity. Members attending virtually shall be considered participating members for purposes of quorum and shall have full voting rights during elections.
- 43.5 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.
- 43.6 Even though the Annual General Meeting is convened by shorter notice than that specified in these Articles 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.
- 43.7 Any member desiring at the Annual General Meeting to bring forward any resolution upon any subject other than those on the agenda as posted must send a notice of the same in writing to the Honorary Secretary so that it can be exhibited at the Club for at least Seven- (7) days prior to the meeting.

- 43.8 The subject of any Special General Meeting must be stated in the Notice of the Meeting which must be posted on the Club Notice Board and to the Members at least 21 days before the date of the meeting and no subject other than that of which Notice has been given shall be discussed at a Special General Meeting.
- 43.9 Notice of any Annual General or Special General Meeting shall be deemed to have been properly served if posted on the Company's General Notice Board at the Club;
- 43.10 The documents for such meetings shall be availed either in soft or hard copy.

Requisition by members for a Special General Meeting

44. A full member supported by not less than 50 paid up full members may requisition for a Special General Meeting by providing a written petition thereof and signed and supported by not less than 50 fully paid-up members and delivered to the Honorary Secretary. The said petition shall contain specific reasons and/ or agenda for the proposed Special General Meeting.
45. If such a petition is delivered to the Honorary Secretary, the Board of Directors shall convene such Special General Meeting within 30 days from the date of receipt of the requisition.

Quorum for General Meetings

- 45.1 No business shall be transacted at any Annual General Meeting or Special General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Fifty Members present and voting shall form a quorum for an Annual General or Special General Meeting and in the absence of a quorum, the meeting shall be adjourned for seven days, due notice being posted on the Club notice board. No quorum will be required for an adjourned meeting.

Conduct of General Meetings

- 45.2 The Chairman of the Board of Directors or in his absence the Vice Chairman or if also absent the Patron shall be entitled to take the chair in every Annual General Meeting or General Meeting.

Notices and Communications

46. Any notice or any communication required to be given to members by these Articles may be given to the member either:
- (a) Personally or physically;
 - (b) By sending it by registered post to the member's known 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;
 - (c) By way of electronic mail through the official provided email address;
 - (d) Through the Club approved official social media platforms.

Saving and Transition

- 47** The Company is the successor of Thika Sports Club (registered under the Societies Act) and assumes and takes over such contracts entered, assets both fixed, current and non-current owned, all liabilities accrued or owed by the predecessor (Thika Sports Club) including those registered under the name of the Registered Trustees of Thika Sports Club.
- 47.1 All employees and or staff hired and or engaged by Thika Sports Club (registered under the Societies Act) shall retain such rights and privileges they had as per their respective contracts of employment upon the registration of the Company which shall assume responsibility over their employment.
- 47.2 The Company founding directors at its registration shall be the Chairman and three current Trustees. The Company shall within Sixty (60) days upon the successful registration conduct elections of directors in accordance with these Articles of Association. The current or ongoing Executive Committee members shall be eligible to vie for the available elective positions subject to satisfying the criteria set out in these Articles of Association.
- 47.3 Upon the election of directors in accordance with these Articles of Association the executive officials shall within Fourteen (14) days present to the Patron their hand over reports in respect of the positions they held.
- 47.4 During the transition of Club leadership, the ongoing members of the Finance Committee continue to be the interim signatories of the Club accounts until the directors are elected and assume their duties and powers as specified here above.
- 47.5 The Patron and the Trustees elected in accordance with the Thika Sports Club Constitution Rules and Regulations shall continue to hold office and serve for their full term in accordance with the said Constitution.
- 47.6 The serving Executive Committee of Thika Sports Club (registered under the Societies Act) as per the Constitution Rules and Regulations shall continue to be in office subject to the transitional clauses contained in the Articles of Association.
- 47.7 The first directors of the Company, to be elected upon registration, shall not require to have served in any committees established under the Thika Sports Club Constitution Rules and Regulations. They shall however be required to have satisfied the criteria for eligibility provided in the Thika Sports Club Constitution Rules and Regulations.
- 47.8 The Rules and Regulations formulated under the Thika Sports Club Constitution Rules and Regulations are to remain in force subject to modification(s) of any reference of the specific executive official(s) whose docket(s) shall be aligned to the Committee specified in the Articles of Association based on the specified role.
- 47.9 The Thika Sports Club Constitution Rules and Regulations are revoked and replaced by the By- laws, Rules and Regulations established under the Articles of Association.