



NAIVASHA ACCORD WELFARE GROUP

Philippians 2:2-4..."² then make my joy complete by being like-minded, having the same love, being one in spirit and of one mind.³ Do nothing out of selfish ambition or vain conceit. Rather, in humility value others above yourselves,⁴ not looking to your own interests but each of you to the interests of the others."



NAIVASHA ACCORD WELFARE GROUP CONSTITUTION

CLAUSE 1: NAME OF THE GROUP

Naivasha Accord Welfare Group (hereinafter referred to as “The Group”) is hereby established as a non-political, voluntary Group of Men with shared interests to further the objectives hereinafter appearing.

CLAUSE 2: OBJECTIVES

The objectives for which the Group is established are:

- (a) To promote good relationships amongst the members and their families;
- (b) To develop and uphold the best of the members' cultural, social and economic heritage;
- (c) To be a forum where members would give each other financial, social, emotional, mental and spiritual support whenever necessary;
- (d) To do all such other things as are incidental or conducive to attaining all or any of the foregoing objectives.

CLAUSE 3: KEY PILLARS

- (a) Utmost respect;
- (b) Unity of Purpose and Team spirit;
- (c) Speed of execution;
- (d) Exemplary service delivery;
- (e) Focus on results/objectives;
- (f) Taking ownership;
- (g) Integrity and Accountability;
- (h) Communication and Transparency;
- (i) Respect for Diversity;
- (j) Active Participation;
- (k) Service to God.

CLAUSE 4: MEMBERSHIP

A member must be:

- (a) Aged 18 years and above;
- (b) A person of sound mind;
- (c) Admission for membership shall be by payment of an initial non-refundable membership fee of Kshs. 5,000.00 and thereafter abiding by this constitution and any other rules and regulations as shall from time to time be passed in a General Meeting;

(d) The Group shall comprise of ordinary members and there shall be no other special category of membership within the Group;

(e) Any member of the Group residing out of the country or by virtue of their professional obligations or any other unforeseen circumstance, is unable to participate physically but subscribes to and is committed to the aims, objectives and spirit of the Group, shall be deemed to be a committed member so long as they update their membership subscription and contributions and keep in touch through correspondence of whatsoever nature;

(f) Should there arise a need to incorporate and register new member(s), then such new member(s), shall be sponsored by an existing member(s) and shall be vetted by the Group and the decision for inclusion reached by 2/3 of the members present at a General Meeting set aside for that purpose subject to the fulfillment of the conditions for inclusion of the new member(s) as shall be agreed upon by the members;

(g) The membership of the Group at any one given time shall be limited to a maximum of 50 members.

CLAUSE 5: OFFICE BEARERS

a) The office bearers of the group shall be:-

- 1) Chairperson – John Ndonga
- 2) Vice Chairperson – Michael Gikonyo
- 3) Secretary – David M. Mithiga
- 4) Asst. Secretary – Edward Gakunju
- 5) Treasurer – Anthony Kihono
- 6) Organizing Secretary – Simon Mburu
- 7) Asst. Organizing Secretary – Martin Kairu
- 8) Chief Whip – Paul Muthecha
- 9) Deputy Chief Whip – Solomon Waireri
- 10) Patron – James Muraya
- 11) Ex-Officio Member – Robert Chemjor

b) All of whom shall be fully paid-up members of the group and shall be elected at the Annual General Meeting to be held each year and shall constitute the Executive Committee;

c) An office bearer may be removed from office if a vote of no confidence is passed by at least 2/3 of the members present in a General Meeting. The vacancy thus created shall be filled by a member elected at the General Meeting resolving the removal;

d) An office falling vacant through natural attrition, resignation, relocation or expulsion shall be filled by a member elected at the subsequent General Meeting;

a) The Executive Committee shall meet at such times and places as shall be resolved once a month.

- e) All office bearers shall hold office for two (2) year but shall be eligible for re-election.

CLAUSE 6: DUTIES OF OFFICE BEARERS

1. Chairman

The Chairman shall, unless prevented by illness or other sufficient cause(s), preside over all meetings of the Group and the Executive Committee. He shall be an ex-officio member of any sub-committee appointed to oversee a special task.

2. Vice-Chairman

The Vice Chairman shall perform all the duties of the Chairperson in his absence. He shall also be the Chairman of the Welfare Sub-Committee.

3. Secretary

The Secretary shall deal with all correspondence of the Group. Besides taking minutes, the Secretary shall be responsible for the preservation of all records of the proceedings of the meetings of the Group and be the custodian of all Group documents. He shall issue notices convening meetings.

In case of urgent matters where the Executive Committee cannot meet or consulted, he shall consult the Chairman and in his absence, the Vice Chairman. The decisions reached shall be subject to ratification or otherwise at the next Executive Committee meeting or referred to the next General Meeting.

4. Treasurer

The Treasurer shall receive and bank all monies belonging to the Group. The Treasurer shall be responsible to the Group and ensure that books of accounts are up to date and available for inspection by members for auditing. The Treasurer shall quarterly, present the financial position of the Group as well as the annual accounts and balance sheet as appropriate.

The Treasurer shall issue receipts for all monies received and preserve vouchers for all transactions.

5. Organizing Secretary

The Organizing Secretary shall be responsible for the overall physical and technical arrangements for planned meetings. This shall include identification of meeting venues and hospitality for the Group;

6. Chief Whip

- a) Ensuring the rules and regulations set by the Group are adhered to by all members in addition to putting up appropriate measures for enforcement.
- b) Receive all apologies and forward the same to the Secretary within a reasonable timeframe.
- c) Execute the disciplinary measures instructed by the Office and/or the General Meeting.

- d) Chair the Disciplinary Sub-Committee and present findings and recommendations to the General Meeting.
- e) Receive and record all penalties accruing to the Group in liaison with the Treasurer.

7. Patron

The Patron shall be the overall strategic planner and overseer of the Group. He shall ensure that members observe and adhere to the Group's core values and strive to bridge the gap, if any, between divergent views in the Group.

8. Ex-officio Member

The Ex-officio member shall offer guidance to the Executive Committee on matters pertaining to the proper management of the Group. He shall provide feedback from members on the Group's strategic initiatives and help shape its direction.

CLAUSE 7: DUTIES OF THE EXECUTIVE COMMITTEE

- a) The Executive Committee shall be responsible for the overall and proper management of the affairs of the Group and for that purpose may give to the Chairman or any other member of the Executive Committee directions as to how they shall perform their duties;
- b) The Executive Committee shall have powers to appoint sub-committees to undertake special tasks.
- c) The Chairman, Secretary, Treasurer and Ex-Officio Member shall constitute the signatories to the Group bank accounts. All monies disbursed on behalf of the Group shall be authorized by the general membership.
- d) The quorum for Executive Committee meetings shall not be less than 3/4 of the members;
- e) Uniting and coordinating the Group's activities;
- f) Receiving and discussing recommendations of activities from members of the Group;
- g) Bridging the gap, if any, between divergent views in the Group.

CLAUSE 8: GENERAL MEETINGS

- a) There shall be three classes of General Meetings: Quarterly, Special and Annual
- b) The Quarterly Meetings shall be held on the **1st Friday of every Quarter**. Notice in writing of such Quarterly Meetings accompanied by the agenda for the meeting shall be sent to the members not less than seven days before the date of the meeting;

- c) The Annual General Meetings (AGM) shall be held not later than **July each year** unless otherwise stated. Notice in writing of AGM accompanied by the annual statement of accounts and the agenda for the meeting shall be sent out to all members not less than 14 days before the date of the meeting.
- d) The Agenda for the Annual General Meeting shall include:-
- 1) Confirmation of the minutes of the previous AGM.
 - 2) Chairman's report.
 - 3) Consideration of the accounts and auditor's report.
 - 4) Resolutions on disposal of savings, interest and any other contributions during the year.
 - 5) Election of new office bearers, where applicable.
 - 6) Appointment of Group Auditors.
 - 7) Such other matters as the Executive Committee or member(s) shall have given notice in writing not less than seven (7) days before the date of the AGM.
 - 8) Any other business with the approval of the Chairman.
- e) A Special General Meeting may be called for any specific purpose by the Executive Committee. Notice in writing of such meetings shall be sent to all members not less than seven (7) days before the date of such meetings.
- f) A Special General Meeting may also be requisitioned by 2/3 of the members for a specific purpose by order of writing to the Secretary. Such meetings shall be held within 21 days of the date of the requisition. No matter shall be discussed other than that stated in the requisition.
- g) The quorum for any General Meeting shall not be less than 2/3 of the membership.

CLAUSE 9: PROCEDURE AT MEETINGS.

- a) At all meetings of the Group, the Chairman/Vice Chairman or in their absence, one of the members except the Secretary and the Treasurer shall take the chair upon unanimous endorsement by the members present
- b) The Chairman may at his discretion limit the number of persons permitted to speak in favor of and against any motion.
- c) Resolutions at meetings shall be decided by single voting by show of hands, or, if at least three members so desire, by secret ballot. In case of equality of votes, the Chairman shall have a second or a deciding vote.

CLAUSE 10: WITHDRAWAL/RESIGNATION AND EXPULSION

- a) Any member desiring to withdraw/resign from the Group shall give a two-month written notice of the intended resignation to the Secretary and the resignation shall take effect from the date of expiry of the notice, provided that the member has cleared all outstanding obligations and other commitments

made to the Group and has handed over all the properties of the Group in his possession during the period of notice.

- b) A member may be expelled from membership if the Executive Committee so recommends and if a General Meeting of the Group shall resolve by $\frac{3}{4}$ of the members present that such a member should be expelled on grounds that their conduct is adversely affecting the reputation, objectives, progress or dignity of the Group. A member whose expulsion is proposed shall have the right to address the General Meeting at which their expulsion is to be considered.
- c) The Executive Committee may suspend a member for gross misconduct pending the decision of the General Meeting.
- d) (i) A member who is expelled or decides to withdraw from the Group due to any reason(s) shall be entitled to a refund of his Monthly contributions.
 - (ii) A penalty of 30% of the member's entitlement upon resignation/withdrawal shall be charged and a refund of 70% shall be awarded to the outgoing member after calculating his entitlement.
 - (iii) A penalty of 70% of the member's entitlement upon expulsion shall be charged and a refund of 30% shall be awarded to the outgoing member after calculating his entitlement.
 - (iv) Such entitlement shall exclude any assets already acquired and fully paid for by the Group to which the affected member has full entitlement.
 - (v) A member who resigns/withdraws from the Group or is expelled and obtains a refund shall not be allowed to rejoin the Group
 - (vi) In case of a member's death, the member's nominee/beneficiary shall be paid 100% of the Member's entitlement within a period of 60 days.

CLAUSE 11: KEEPING OF ACCOUNTS

- a) The Group shall cause accounts to be kept of the sums of monies received and expended by the Group and the matters in respect of which such receipts and expenditure occur, of the credits and liabilities of the Group and of all other matters necessary for showing the true state and condition of the funds of the Group. Such accounts shall be available at all times for inspection by voting members at the AGM.

CLAUSE 12: FUND CONTRIBUTION AND USE

- a) A member shall pay Monthly contributions as stipulated in the rules by the 10th day of the subsequent month. Any monthly payments made after the 10th day of the subsequent month shall attract a penalty as stipulated in the rules/By-Laws.
- b) All monies and funds shall be deposited into the Group's account by the Treasurer or any other official as may be designated.

- c) The funds of **Naivasha Accord Welfare Group** may only be used for a purpose consistent with the objectives of the Group.
- d) The Executive Committee shall guide the Group on funds utilization.

CLAUSE 13: ASSISTANCE TO MEMBERS BY THE GROUP

The Group shall assist members in cases of need and the kind of assistance shall be agreed upon at a meeting attended by at least 1/2 of the membership and the same shall be ratified during the subsequent General Meeting.

CLAUSE 14: FINANCIAL YEAR

The financial year of the Group shall be from 1st July to 30th June of the following year.

CLAUSE 15: BORROWING POWERS.

The borrowing powers of the Group shall be as agreed upon from time to time during Annual General Meetings (AGM) attended by at least 3/4 of the members.

CLAUSE 16: AMENDMENT TO THE CONSTITUTION

- a) Any amendments to the constitution of the Group must be approved by at least 2/3 of the membership at a Special General Meeting.

CLAUSE 17: DISSOLUTION OF THE GROUP

- a) The Group shall not be dissolved except by a resolution passed at a Special General Meeting by at least $\frac{3}{4}$ of the membership. If no quorum is obtained, the proposal to dissolve the Group shall be submitted for deliberation in a subsequent Special General Meeting to be convened not later than 30 days from the date of the aborted SGM. Notice of this meeting shall be given to all members of the Group at least 14 days before the date of the reconvened SGM.

CLAUSE 18: INSPECTION OF ACCOUNTS AND LIST OF MEMBERS

The books of accounts and all documents relating thereto and a list of members of the Group shall be available for inspection at the registered office of the Group by any officer or member of the Group on giving not less than seven (7) days' notice in writing to the Treasurer.

NAIVASHA ACCORD WELFARE GROUP BYLAWS AND STANDING RULES

A: REGISTRATION AND MEMBERSHIP

- (a) One shall be deemed to be a bona fide member of the Group upon payment of a non-refundable registration fee of Kenya Shillings Five Thousand Only (Kshs.5,000/=);
- (b) The amount under (a) may be reviewed from time to time subject to approval by the general membership;
- (c) Members shall pay Kshs.3,000/= per month payable by the 10th of the subsequent month;
- (d) The amount under (c) may be reviewed from time to time subject to approval by the general membership;
- (e) The commencement date for payment of Registration and Quarterly contributions is 5th July 2024;
- (f) Thereafter, new memberships shall attract an entry fee of Kshs.15,000/=, which shall be utilized in financing subsequent meetings;
- (g) The amount under (f) may be reviewed from time to time subject to approval by the general membership;
- (h) Late payments of Monthly contributions shall attract a penalty of Kshs. 500/= per month until full payments;
- (i) Members who fail to pay Monthly contributions and outstanding penalties for three (3) consecutive months shall cease to be members of the Group and their name struck off the register of Group members;
- (j) A member who falls victim to sub-clause (i) above shall be entitled to a full refund of his Monthly contributions less expenses as determined by the Executive Committee but in any case, subject to availability of funds, but within 30 days from the date of his ceasing to be a member;
- (k) A member who falls victim to sub-clause (i) above shall be entitled to receive assistance as stipulated under **Clause 13** within an acceptable period but in any case, not later than seven (7) days from the date of reporting the need for intervention;

- (l) Late attendance to scheduled meetings/events shall attract a penalty of Kshs.500/=. This amount shall be paid on the material day of the said meeting;
- (m) Late payment of (l) above shall attract a daily interest of Kshs.50/= until full payments;
- (n) Rowdiness/Disturbance/Misconduct e.t.c during meetings shall attract an instant penalty of Kshs.200/= per Incident.

B: GROUP ETHOS

1. Commitment and Attendance:

- (a) Members are expected to attend all scheduled meetings and events unless they have valid reasons for absence;
- (b) Members to notify the Group Secretary or Chair in advance if unable to attend a meeting or scheduled event;
- (c) Notwithstanding the provisions of sub-clause (a) and sub-clause (b) above, failure to attend a meeting or scheduled event attracts a penalty of Kshs.1000/=;
- (d) The penalty under sub-clause (c) above shall be paid by the 10th of the subsequent month;
- (e) Late payment of the penalty amount under sub-clause (c) above shall attract a penalty of Kshs.200/= per month until full payment.

2. Confidentiality:

- (a) Respect the confidentiality of sensitive information discussed during meetings/events, especially where it concerns fellow members.

3. Conflict of Interest:

- (a) Disclose any potential conflicts of interest that may arise between personal or professional interests and the Group's objectives;
- (b) Abstain from participating in decisions where a conflict of interest exists.

4. Code of Conduct:

- (a) Follow a code of conduct that promotes respectful and professional behavior;
- (b) Avoid any actions that may harm the reputation and/or integrity of the Group.

5. Duties and Responsibilities:

- (a) Understand and fulfill the specific roles and responsibilities as and when assigned.

6. Financial Responsibility:

- (a) Act responsibly and accountably when handling the Group's finances;
- (b) Keep accurate records and ensure transparency on financial matters.

7. Communication:

- (a) All communication should be made through the Chairperson;
- (b) All communication shall be made in the National language of English or Kiswahili;
- (c) All deliberations and discussions should be posted on the Group wall;
- (d) Maintain open and transparent communication with fellow members, the Group leadership and other stakeholders;
- (e) Share information and updates on Group activities regularly;
- (f) The Patron shall moderate group discussions to ensure fruitful and focused deliberations.

8. Non-Discrimination:

- (a) Promote a culture of diversity and inclusivity within the Group, and refrain from any form of discrimination or harassment;
- (b) Listen to other members, even the silent members, – they too have positive contributions;

9. Documentation and Reporting:

- (a) Maintain accurate records of the Group meetings/events, decisions and actions taken;
- (b) Provide regular reports to the leadership and members.

10. Conflict Resolution:

- (a) In the event of disputes or conflicts within the Group, this shall be resolved amicably. The intervention of the Patron shall be sought should the need arise.

11. Transparency and Accountability:

- (a) Ensure that all Group actions and decisions are transparent and in line with the Group's vision and objectives;
- (b) Collectively be accountable for the outcomes of Group resolutions and initiatives.

C: DISCIPLINARY ACTION

- a) If a member fails to attend, without reasonable apology, three (3) consecutive Group Meetings/Events, the member shall stand expelled.
- b) A member who fails to attend Group Meetings/Events without a reasonable apology shall be penalized as stipulated in the rules.
- c) A member who arrives later than the time specified in the rules shall be penalized as stipulated in the rules.
- d) The Executive Committee shall have the power to suspend any office bearer for improper conduct(s) and shall have the power to appoint one of its members to undertake the functions of the vacant office. Such suspension shall be reported to a Special General Meeting to be convened on a date not later than seven (7) days from the date of such suspension and the Special General Meeting shall have full powers to decide on further actions to be taken against the concerned office bearer.

D: COMMITTEES

D1: WELFARE

- a) The Vice Chairman shall be the chair of the Welfare Committee.
- b) The interventions shall be paid out from the Registration fees and Members shall then be expected to top up the registration fees within two (2) months;
- c) When there is cause to assist a member, the Welfare Committee shall meet, deliberate and communicate their recommendation(s) to the General Meeting for ratification after which the assistance may be given to the affected member, but in any case, not later than 7 days from the date of receipt of the need for assistance;
- d) The areas warranting assistance and the amounts to be disbursed shall include the following:-

NO.	NEED	AMOUNT (Kshs.)
1.	Dowry Ceremony for Member / Son	2,000/=
2.	Wedding Ceremony for Member / Child	2,000/=
3.	Death of member / Spouse / Child	5,000/=
4.	Death of Biological Parent / Parent-In-Law	2,000/=

D2: SOCIO-ECONOMIC COMMITTEE

- a) The Patron shall be the chair of the Socio-Economic Committee;
- b) Other members are the Assistant Organizing Secretary and a member, Mr. Samuel Kariuki;
- c) The Committee shall guide the Group on both short- and long-term socio-economic projects that impact the group.

D3: DISCIPLINARY COMMITTEE

- a) The Chief Whip shall be the chair of the Disciplinary Committee;
- b) Other members are the Deputy Chief Whip (Alternate Chair) and Ex-Officio Member, Mr. Robert Chemjor;
- c) The Committee shall resolve all disciplinary cases arising from the conduct of Group Members including the Executive Committee;
- d) The activities of the Disciplinary Committee shall be guided by the Group's constitution, Rules and By-Laws; and the applicable Laws of Kenya.

.....FOR THE GLORY OF GOD.....

