

ROYAL NAIROBI GOLF CLUB



THE BY-LAWS

Approved by the Board of Directors

Under Provisions of

Articles 31 of the

Articles of Association

1 October 2019

(LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL)

1.0 GENERAL

By-Laws or amendments thereto may be made from time to time by the Directors under the powers vested in them under Article 31 of the Articles of Association and the same will be brought to the attention of Members by an appropriate notice posted in the Clubhouse. Members are required to conform to such By-Laws notwithstanding that they are not printed herein.

2.0 ADMISSION, RIGHTS AND PRIVILEGES OF FULL MEMBERS

Subject to the Constitution, rules and regulations of the Company, any person of twenty one years or more shall be qualified to be admitted as a Member of the Company.

Full membership is open to individuals who join the club to engage in playing the game of golf and other athletic sports and pastimes as well as for social purposes, and who have paid in full the entrance fee prescribed at the date of their election, and have been balloted.

In addition to the requirements in the Articles of Association, the following procedure shall be followed:

- a) The Board of Directors shall form a Membership Committee to consider applications for Membership. The Proposer shall submit the name, particulars required, and C.V. of the Candidate to the Secretary and request for a Membership Proposal Form which will be filled and duly signed by the applicant, proposer and seconder.
- b) Vetting will be considered by the Membership Committee to verify pre requisites and meet the applicant for a brief interview.
- c) It is the duty of the Proposer and Seconder to introduce their Candidate to the Board of Directors and members.
- d) No proposal shall be put on the notice board and all approved communication channels until it has received the support of at least six members of the Club in addition to seven Members of the Board of Directors.
- e) The Membership Committee shall normally meet at least once a month.

2.1 ADMISSION, RIGHTS AND PRIVILEGES OF MEMBERS OTHER THAN FULL MEMBERS

2.1.1 Temporary Members:

- (i) A temporary member is one who is entitled to use the gym, spa, swimming pool, squash courts, golf course and the Club House subject to the payment of the prescribed fee; or a guest signed in by a Full Member. Such a Member will not be liable for an Entrance Fee, but will pay prescribed fees at the current rates, applicable, which are Posted in the Clubhouse or as may be notified to the membership.

Temporary Members may enjoy the privileges of the Club, but may not introduce guests, and may not take part in Club Competitions.

Such Temporary Members shall at all material times comply with the Club rules, regulations and directives and the membership will be for a maximum of 3 days per week.

(ii) The Directors have the right to invite members of visiting team(s) from other Clubs or players participating in competitions to become Guest Members of the Club for the day or days upon which play takes place or such period before play as the Directors may decide in each case. The names of such Guest Members shall be entered in the Book provided for that purpose.

2.1.2 Non-Playing Member:

A Non-Playing Member shall be invited on recommendation of a Full Member and balloted for. Non-Playing Members are entitled to social facilities provided within the Club only, but exceptionally and with prior consent of any one Director, Captain or the Secretary, who should sign the Green Fee Book, may use the Golf Course if playing with a Full Member on payment of current Green Fee. Entrance Fees and Subscriptions shall be payable in accordance with the same Conditions as Full Members but at current rates applicable to such Membership.

2.1.3 Honorary Life Member:

A Full Member for a continuous period of 25 years who has passed the age of 60 years or a Member who, in the opinion of the Board has rendered exceptional services to the Club or other sporting institutions in the Country, may be nominated by the Board to become an Honorary Life Member.

The nomination shall be approved by at least 8 (Eight) Members of the Board. Having acquired such Status he/she shall not be liable to pay any Subscriptions for life but will be liable to pay for the contribution to Staff Fund, Locker Fees and any Levies approved by the Board. He / she shall enjoy the privileges and be liable to the same disciplinary measures as applicable to a Full Member.

2.1.4 Honorary Members

The Directors may invite any persons who, in their opinion are distinguished visitors to the country, Members of the society or residents in Kenya who have offered sterling contributions to the Club and or who are talented golfers to be Honorary Members. This Membership can however be rescinded at any time at the discretion of the Directors, Honorary Members shall pay neither entrance fee nor subscription. Tenor shall be two years renewable at the discretion of the Board.

2.1.5 Senior Golfing Society of Kenya Members:

The Members of Seniors Golfing Society of Kenya may play and utilize Club facilities once a week on weekends up to 4.00 p.m.

2.1.6 Senior Member:

Any person who has been a Full Member for a continuous period of 25 years and has passed the age of 60 years may on Application to the Board be designated a Senior Member. Having acquired such status the Member shall be entitled to a rebate of 50% on the Annual Subscription. . He / She will be liable to pay other Contributions, Charges and Levies applicable to a Full Member, and be liable to the same disciplinary measures.

2.1.7 Veteran Member:

Any person who has been a Full Member, then a Senior Member and thereafter upon attainment of the age of 75 years may on Application to the Board be designated as a Veteran Member. Having acquired such status the Member shall be entitled to a rebate of 100% on the Annual Subscription. He / She will be liable to pay all other Contributions, Charges and Levies applicable to a Full Member and be liable to the same disciplinary measures.

2.1.8 Reciprocal Member:

A Reciprocal Member is any Full Member of a Club with which the Royal Nairobi Golf Club has entered into reciprocation with and on such terms as the Directors may from time to time prescribe.

A Reciprocal Member shall upon his name being entered in the Book provided for the purpose at the Club, be entitled to the use of the Club under the Terms of the appropriate reciprocal arrangements. Such Member shall be eligible to play golf under the terms of reciprocal arrangements entered into between Royal and his/her home Club. Provided that such a reciprocating member will only utilize Club facilities for a period not exceeding 2 days in a month or-10 days in a year on such terms as the Board Directors of the Club decide.

2.1.9 Corporate Member:

A Corporation, Firm or Society (referred to herein as “the Corporation”) shall be entitled to become a Member of the Club as an entity in itself with the use of such Membership being limited to a specified number of designated representatives permitted of the Corporation to enjoy all the facilities of the Club. The Board shall be entitled at its discretion to prescribe the number of the said representatives permitted to utilize the Membership of each such Corporation and the subscription payable thereunder.

2.1.10 Country Member:

A Country Member is an existing Full Member of the Club who changes his place of business and place of residence from Nairobi to another location within Kenya, which is 200 kilometers or more from the Royal Nairobi Golf Club boundary that in the opinion of the Directors, he cannot conveniently make frequent reasonable use of the Club and whose application to the Board for conversion of his Membership status has been approved after application and payment of any prescribed fees.

2.1.11 Fixed Term Membership:

Fixed Term Membership can be available to a non – Kenyan citizen and or person whose permanent residence is outside Kenya, but who lives in Kenya solely for the

purpose of employment and/or business. The following Terms and Conditions shall apply to this category of Membership:

- A prospective candidate shall be introduced by an Employer and proposed by a Full Member of at least 3 years
- Term Membership shall be for a period of up to 3 years only, renewable upon a fresh application.
- The entrance fee for this category of Membership shall be at the discretion of the Board but shall not be less than the current applicable fee for a Full Member.
- A Term Member shall not attend the general meetings of the company and/or vote.
- Membership will lapse immediately on expiry of the period for which payments have been made.

2.1.12 Spouse Member:

A Spouse Member is a person who is married to a Full Member and has been nominated as such by the Member concerned, and shall on nomination as aforesaid ipso facto be entitled to use the facilities of the Club except the golf course and the attendant facilities and shall not attend the General Meetings. A Full Member is only entitled to nominate one person as the spouse Member.

A Spouse of a Full Member may apply to become a Full Member by payment of one half of the current Entrance Fee payable by a Full Member in his/her category of Membership. Such a Member, upon acceptance, will however be liable to pay Annual Subscriptions and other Contributions, Charges, Levies defined by the Board and enjoy all privileges applicable to a Full Member in his/her category of Membership.

2.1.13 Full Family Membership

This class shall be open to a Full Member who will be the Principal Member, one spouse and children below the age of eighteen. They shall be entitled to the rights and privileges of a Full Member, except that only the Principal Member shall be entitled to attend the General Meetings and vote. Existing full members can apply for their spouse to be upgraded after application and payment of upgrade fee. Conversion to full family member for existing full members can be done after application to qualify for discount on annual subscriptions.

2.1.14 Juvenile and Junior Members:

(i) A Juvenile Member is a child of a Full Member below the age of fourteen years who has shown keen interest in the game of golf and has been elected as such. A Juvenile Member shall not be liable to pay entrance fees. Upon attaining the age of fourteen, such a Juvenile Member shall be eligible for Junior Membership upon payment of the requisite entrance fees as prescribed.

(ii) A Junior Member is a child of a Full Member who has been elected as such, and who has paid the prescribed fees and levies for the time being payable for such Junior Membership. No person shall qualify for election as such Junior Member unless the said person has attained the age of fourteen years but is below the age of twenty five.

Junior Members shall be entitled to all the benefits and privileges of Membership except that they shall not be entitled to be Officers or Members of the Board of Directors, neither shall they attend or participate in a General Meeting or introduce guests.

However, upon attaining the age of 25 years or ceasing to be a full time student at a bonafide educational institution (whichever is earlier), such a Junior Member shall take Full Membership within six months failing which his/her Membership shall lapse. Upon application for Full Membership, the Junior Member shall pay one third of the entrance fee payable by a Full Member at the time the person qualified as a Junior Member.

PROVIDED THAT

- Applications for Juvenile and Junior Membership shall be made in writing to the office of the Honorary Secretary by the candidate's parent and such application shall be presented to the Membership, Ethics and Discipline committee for approval. Application will be accompanied with documentation prescribed by the Board.

- The Juvenile or Junior Members without handicap may be restricted to playing in the course on the days when there is no official club competition(s) and he/she shall at all material times be accompanied by a handicapped player unless otherwise decided by the Captain's Office.

2.1.15 Nominated Member:

A Full Member shall have the right to nominate his or her spouse and children as Nominated Members.

Such Nominated Member shall only enjoy Club facilities except golf as may be determined by the Board from time to time.

The Nominating Member will be fully responsible for the conduct and any liability incurred at the Club by such Nominated Member and the Board of Directors may for good cause revoke any such nomination.

2.1.16 Absentee Member:

A Member who leaves the Country for a period not less than a calendar year and does not wish to resign as a Member of the Club, may do so by giving an appropriate Notice and upon payment of a readmission fee and a fraction of the annual subscription fee as determined by the Board. The period of which they are regarded as an Absentee Member, they will not be entitled to enjoy rights of a Full Member.

2.2 SPOUSE OF A DECEASED FULL MEMBER:

A Spouse of a deceased Full Member shall, on Application within 12 months of the demise of the full member, be conferred with Full Membership on the approval of the Board of Directors upon paying the applicable Subscription and any outstanding dues.

2.3 CHANGE OF CATEGORY OF MEMBERSHIP:

A Full Member who wishes to convert their Membership to a Non-Playing Membership must give the Club a 6 months' written notice of his intention to do so and shall be required to pay the required dues to the Club before the request can be considered by the Board of Directors.

A Non playing member who wishes to convert his membership to Full Membership shall be required to pay the required dues and conversion fee to the Club before the request can be considered by the Board of Directors.

2.4 RESPONSIBILITIES OF PROPOSER:

The Proposer of a prospective Member shall be liable to indemnify the Club for any pecuniary loss or liability arising from the prospective Member's misconduct prior to his admission as well as during his first year of Membership. A member shall not propose or second more than 3 applications of membership in 1 calendar year.

2.5 RESIGNATION OF MEMBERSHIP:

Any Member wishing to resign his Membership of the Company shall give notice in writing addressed to the Honorary Secretary and deposited at the registered office of the Company or by any electronic means before the last day of April or October of each year of his intention so to do; otherwise he shall be liable to pay the subscription for the next six months. The member must ensure that all dues to the club have been settled before the application. A Member who has resigned from the Company voluntarily may, at the discretion of the Directors, be readmitted without payment of entrance fee (or of such portion of entrance fee as has been previously paid) provided that an interval of not more than one year has elapsed since his resignation and all dues were paid before resignation.

3. FINANCE

3.1 Subscriptions Payment:

All subscriptions as laid down for various categories of membership shall become DUE AND payable in full on 1st October, or alternatively in four equal installments payable on or by the 1st October, 1st January, 1st April and 1st July of every year.

Members shall be required to indicate their preferred mode of payment whether annually or quarterly for the purposes of billing.

3.2 Payments of Accounts:

Accounts due shall be made up at the beginning of each month that the subscriptions are due and payment must be made before the end of the 1st month i.e. after 30 days. A surcharge of 10% on the balance outstanding will be levied on accounts not paid

within this period and the Member shall further be denied access to the club facilities and the bar and catering services until the accounts are fully settled.

3.3 Posting/suspension/ expulsion and reinstatement of Members in arrears

Any Member who remains indebted to the Club for a period of three months from the date that the accounts are due, and to whom notice of the fact has been given by the Club within 14 days of the expiry of the said three months, shall immediately be posted and barred from utilizing the Club facilities.

Such posted member shall be struck off the list of the members at the expiry of Fourteen (14) days after the date of being posted if the Club dues are not fully settled in the manner herein after provided. A Member who is struck off the List of Members shall not be relieved of his obligation to pay his debts to the Club.

A Member who has been posted (but not struck off) for non-payment of his/her account pursuant to the provisions of Article No. 198 of the Articles of Association and who desires to be reinstated, may be reinstated upon fulfilling the following conditions;-

- i. Payment of a Reinstatement Fee of Kshs. 25,000/=; and
- ii. Settlement of all arrears due and owing on his/her Account.
- iii. All other club dues must be settled after payment of interest at 25% per annum

A member who has been struck off the list of members may apply for readmission within twelve (12) months from the date of posting by formally applying to the Board of Directors upon the settlement of all the outstanding dues. No entrance fee shall be payable by such member if the application is made within this period of time but a readmission fee of Kshs. 50,000/= shall however be payable if the readmission is approved by the Board of Directors.

The Club may share a list of posted and struck off Members with reciprocating Clubs.

The Board of Directors may in its discretion permit a Member who has been Posted to play golf and utilize Club facilities if such a Member is entered in an Open Competition where he/she represents another Club. On no other occasion can he/she be allowed to patronize the club.

3.4 Fines:

Should any Member be the cause of the Club being fined for breach of any Law of the Republic of Kenya or any Regulation made thereunder, the amount of such fine plus any costs shall be payable by the Member on demand.

3.5 Club Functions:

Members who have indicated that they will be attending any Club Function for which a charge is being incurred must notify the Secretary, in writing and in good time (before

the Club incurs any related expenses) if they have to withdraw. Failure to comply with this By-Law will result in the Member being charged accordingly.

3.6 Events and Competitions

(i) Club Events: Any Member who enters a Club Competition and withdraws after the final draw has been made shall be debited with the relevant entry fee.

(ii) Open Events: Members entering Open Competitions will be debited with the relevant Entry Fee, unless otherwise indicated in the Conditions of Play.

4. GUESTS

4.1 Eligibility of Guests:

Any Member of the Company, except Temporary, Juvenile and Junior Members, may introduce Guests to the Club premises provided:-

- (i) That no candidate who has been rejected for membership of the Club shall be admitted as a Guest.
- (ii) That no candidate whose name has been withdrawn from candidature shall, except with prior consent of the Board of Directors, be admitted as a Guest.
- (iii) That the Board of Directors may restrict introduction of Guests either generally or in respect of any Member for such period of time as they may think appropriate.
- (iv) No Guest shall use the Golf Course more than twice in each calendar month and must be accompanied on the Golf Course by the Member introducing him. This restriction may be waived in the case of a prospective member whose application for membership has been put up on the Notice board and all approved communication channels.

All guests shall be liable to pay the applicable green fees and to comply with Club rules, regulations and directives.

- (v) If the Directors are of the opinion that any individual is undesirable as a guest for any reason whatsoever, they may direct the member responsible for the introduction of such person not to introduce such an individual to the Club again. Such communication or directive from Board shall be made by the Honorary Secretary to the Member that introduced that Guest.
- (vi) A Member of the Board, Past Chairmen, Past Presidents, Past Captains and Past Lady Captains may introduce playing guests without any payment of Green Fees. However, such Guests must play with the host. Such officials or past officials can only invite a maximum of one guest per month and a maximum of 6 Guests in a year not paying green fees.

4.2 Responsibility:

(i) The name of every guest of a member shall be entered upon arrival by the member introducing him/her in a book kept for the purpose in the Club premises.

(ii) Any guest not signed in may be ejected from the Club facilities. The member introducing a Guest is responsible for payment of expenses incurred on behalf of his / her guest.

(iii) No Member shall authorize any Guest to incur on his/her behalf any indebtedness to the Club.

4.3 Green Fees:

(i) Details of Green Fees will be posted on the Club Notice board and all approved communication channels and kept in the Green Fee Book which is maintained in the Pro-Shop. All guests must sign this Book and pay the appropriate Green Fee before commencing play.

(ii) A Green Fee Ticket must be obtained for presentation to the Caddie Master and produced upon demand. Tours and Societies shall apply through the Secretary / Captain for permission to use the Course. Such permission shall not be granted on Saturday afternoon, Sunday mornings, Public Holidays and on Club Night days.

5. STAFF MEMBERS:

5.1 Inducement to Leave:

No Member shall induce a Staff Member of the Club to leave the service of the Club.

5.2 Staff Fund:

The Club shall maintain a Staff Fund from which staff bonuses shall be paid at the end of every year. Such Staff Fund shall be financed by the Members through an appropriate annual charge to their account at the beginning of the Club's financial year. Tipping members of staff, therefore, is not encouraged.

5.3 Complaints:

Members shall not reprimand staff members of the Club. Any complaint against a member of staff shall be made to the General Manager and where required for escalation to the Hon. Secretary.

6. CADDIES

6.1 Caddie Fees:

(i) Details of Caddie Fee shall be posted on the Club Notice board and all approved communication channels and in the Green Fee Book. Members shall pay Caddie Fee not less than the specified fee, payable immediately on completion of a round.

(ii) Caddies are not employees of the Club and hence their use is at members /guests' own risk.

6.2 Golf Balls

Purchase of golf balls from Caddies or members of staff is discouraged.

7. CLUB PREMISES

7.1 Times of Opening and operations:

The Board of Directors shall at all material times determine the opening and closing hours of the Club and its facilities. Such opening and closing times shall be communicated to Members by way of appropriate notice. Other club facilities i.e. squash, gym, sauna, children's playground and swimming pool will be used according to the rules and regulations set by the Board of Directors.

The Club shall not be held liable for any injuries from any use of club facilities. Members shall be responsible for their children and children must at all times be accompanied by an adult.

7.2 Children:

- (i) Children under the age of 16 (sixteen) years, who are not Junior Members, may be admitted to the Club only if accompanied by a parent who is a Member.
- (ii) Children under the age of 10 (Ten) years will not be allowed to remain in the Clubhouse beyond 7.00pm except in the Dining Area or other designated area where they must be accompanied by an Adult.

7.3 Damages:

No member shall willfully break, damage or do anything to cause damage to any property of the Club. Any Member who causes any such willful damage shall be charged an appropriate restoration fee as may be determined by the Board through the Hon. Secretary. In the case of accidental damage the amount charged if any shall be left to the discretion of the Board of Directors.

7.4 Periodicals:

No Member shall remove periodical(s) or newspaper(s) from the Club House.

7.5 Suggestion Book

A Suggestion Book shall be kept at the designated area of the Club and members are requested to write therein, any suggestion which they think will add value to the amenities of the Clubhouse and the Course. This Book shall not be used for complaints which should normally be communicated to the Secretary in writing. Members can also use the email feedback@royalnairobic.com

7.6 Car Park:

- (i) Members and their Guests shall park their vehicles in such areas that may be designated as car parking areas by the Board of Directors from time to time. Any violation will be addressed by the Hon /Secretary.

- (ii) Vehicles are parked at the Club Premises at owner's risk.
- (iii) Unauthorized vehicles may not be driven on the Golf Course.

7.7 Pets:

Pets shall not be allowed at the Club premises.

7.8 Spiked Shoes:

Members shall not wear metal studded footwear in any part of the Club House other than the outside area of the dressing room, outside veranda and the tiled area adjacent to the Bar.

7.9 Dress code:

- (i) Gentlemen will not wear hats in the Clubhouse other than where such apparel forms part of National Dress or are worn pursuant to their religious beliefs.
- (ii) Gentlemen shall not wear shorts, collar-less shirts and slippers/sandals in the Clubhouse, Upper deck, Bar, Lounge and Dining Area after 7.00p.m. Both ladies and gentlemen shall at all material times abide by the dress code that may be set by the Board of Directors from time to time.

7.10 Food and Drinks:

Members shall not bring any liquor or food into the Club for consumption on the premises other than on occasion(s) where this may be specifically permitted by the House Committee and upon payment of any stipulated charges.

8. GOLF COURSE

8.1 Restrictions/Closure:

The Board of Directors may restrict the use of the Golf Course at any time or times to specified members or other persons. The Board of Directors or the Captain may at any time close the Golf Course or any part thereof where such closure is deemed necessary.

8.2 Starting Times – Restrictions;

- (i) It is every Member's duty to ascertain the tee from where to start from for two, three and, or four balls. If in doubt as to which tee to start from, the Member should confirm the same with the Captain, Secretary, Club Professional or Starters well before the tee off time.
- (ii) Where draws are displayed on the Club notice board and all approved communication channels indicating which Tee to start from, the same shall be strictly adhered to and enforced.
- (iii) Any person who fails to comply with this regulation shall face such penalties as may be prescribed by the Captain and, or the Board of Directors.

8.3 Priority on the Course:

Any match playing a whole round is entitled to pass a match playing a shorter round except after 4.18 p.m. on weekdays when such matches must wait their turn on the tee. If a match fails to keep its place on the course, and loses more than one clear hole on the players in front, it must invite the match following to pass through.

The Starters and Course Marshalls shall be at liberty to require slow players to give way.

8.4 Advance Booking:

Starting sheets of specific times on Saturdays, Sundays, Public Holidays and Club Night days are posted on the Club Notice board and all approved communication channels in advance. These starting times must strictly be adhered to and members who have not booked a time must wait to take up any available time.

8.5 Eligibility for Club Competitions:

Candidates who have applied for membership may not enter Club competitions or play in matches until after their admission, and until allocation of an official handicap, where the candidate has no handicap. All Competitions played at the Club will have Conditions of Play displayed on the Notice board and all approved communication channels along with the entry sheet.

8.6 Hire of Golf Course:

The Course may be hired for private use at charges and conditions determined from time to time by the Board of Directors.

8.7 Playing Restrictions:

- (i) Members without handicaps are restricted to play from Mondays to Fridays up to 4.00 pm, except on Club Night days when they may only play in the morning.
- (ii) Such Members may also play in the afternoons of Sundays and Public Holidays but only if accompanied by a Member with a valid handicap.
- (iii) The Board of Directors and Captain are authorized to stop anyone whose account is outstanding from entering competitions for a defined period

8.8 Use of Motorized Buggy on the Course:

- (i) The use of motorized buggy on the Course will only be allowed on approval of the Board of Directors on grounds of medical condition, physical disability, advanced age or other valid reasons.

The Member using such buggy shall be responsible for any injury, accident, loss or damage to any person or property including the buggy and shall indemnify the Club against any claim arising from such use.

- (ii) For the avoidance of doubt, the Club takes no responsibility for any injury, accident, loss or damage to any person or property. The following pre-requisites will apply to the use of the buggy:-
 - a) The buggy must run on battery (and not fuel)

- b) Be equipped with flat tyres so as to avoid damage to the Course
- c) (iii)The use of the buggy on the Course may be subject to such other restrictions as the Board may from time to time impose.

9. SECURITY

- i) No person shall be allowed to carry any type of firearm or offensive weapon within the club or its precincts unless authorized by the Hon Secretary and Security Convenor or a police officer in case of emergency.
- ii) No member shall be allowed to leave his/her car in the parking for more than 24 hours, without notifying the club management of the intent and purpose.
- iii) Reserved parking shall not be used other than by the specific persons they are reserved for from time to time.
- iv) All vehicles shall be parked in the designated parking and as defined by any markings thereof.
- v) Any vehicle not parked in the manner prescribed shall attract penalties as defined from time to time by the Board of Directors.
- vi) Members, guests and staff shall observe safety precautions and signs, which are fixed at various points in the club. I.e. fire exit way, fire fighting, construction sites, fire assembly points and all directional signage.

10. BOARD OF DIRECTORS

10.1 Composition

The Board of Directors of the Company shall consist of the Chairman, Vice Chairman, Captain, Vice-Captain, Lady Captain, Vice Lady Captain, Honorary Secretary, Honorary Treasurer, and three other Full Members elected at the Annual General Meeting of the Company.

The Immediate Past Chairman, Honorary Green keeper and the Chief Executive Officer shall be ex-officio Members of the Board.

10.2 Meeting:

- (i) In any meeting of the Board the quorum shall be seven Directors.
- (ii) In the absence of the Chairman and Vice- Chairman, the Directors shall elect a Chairman amongst their number.
- (iii) The quorum for the purposes of Balloting is covered in the Articles of Association.
- (iv) The Directors shall meet at least once a month.

10.3 Immediate Past Chairman:

The Immediate Past Chairman of the Club will be an Ex-Officio Member of the Board of Directors for one year following his year as Chairman of the Club.

11. LADIES COMMITTEE

11.1 Composition:

The Ladies Committee shall comprise a Lady Captain, a Lady Vice-Captain, a Lady Honorary Secretary, the Honorary Treasurer, a Lady Handicap Manager and two other Members elected at an Annual General Meeting of Lady Members. The Committee has power to co-opt any other Lady Member for such purposes as deemed necessary or to enlist the service of other Lady Members outside the Committee for duties normally entrusted to the Committee.

11.2 Annual General Meeting

The Lady Captain shall preside at the Ladies Annual General Meeting, which shall, where appropriate, follow the same procedure as that laid down for a General Meeting of the Company.

12. ELECTIONS

Any candidate who offers him/herself and is nominated to vie for any elective post as provided for under the Club Constitution shall comply with the following rules and regulations:-

- (i) For a member to participate in elections the due payment on his/her account should be done as per the payment schedule. The finance team will update payments received, check, confirm and print the election register 48 hours to the election date for signature by the returning officer.
- (ii) Only full members of the Club shall offer themselves for election to be members of the Main Committee during the Annual General meeting.
- (iii) Candidates offering themselves for election into the Board of Directors must complete nomination forms in the manner prescribed by the Board and return them to the Honorary Secretary through management 14 days prior to the date of the AGM.
- (iv) The collection of nomination forms duly completed shall close at 6.00pm and names of the candidates nominated displayed on the notice board and all approved communication channels for two weeks prior to the AGM.
- (v) The returning officer will be appointed by the Board and will be a full member with no less than 15 years good standing and no disciplinary cases determined against them. Breach of the election rules and regulations may lead to disqualification or any other action that shall be determined by the Main Committee from time to time
- (vi) It is not permitted at any time for candidates or any one acting on their behalf when seeking election to an office to use the Club premises or any part of the Course, any printed canvassing material in form of posters, handbills, photographs, drawings, list of candidates, sketches or any form of written or printed material of whatsoever nature for purposes of campaigning.

13.0 CONDUCT IN THE CLUB HOUSE

- i) Members, guests and visitors are reminded not to engage in any form of sexual, racial, religious, political discrimination or harassment. The use of foul or abusive language is discouraged in the Clubhouse.
- ii) Any member heard using unacceptable or offensive language will either be asked to stop or leave the premises and disciplinary action may be preferred on the member. This extends to conduct on any social media platforms or forums in which members of RNGC participate.
- iii) Mobile phones must be switched to silent mode. The making or receiving of phone calls in the Clubhouse, on the course, at the halfway banda, squash court, upper deck, at the practice green and all the way to the range is prohibited.
- iv) Phones may be used outside the Clubhouse, at the reception, in the changing rooms, car park areas, and western (back) side of the Clubhouse and at the terrace after 7 pm.
- v) The penalty for use of mobile phones in the restricted areas shall be a fine of Kshs. 2,000/= (Kenya Shillings Two Thousand Only) which will be debited to the member's account AND **disqualification** from the relevant competition if the mobile phone is used on the course.
- vi) All users of Club facilities are expected to cooperate in maintaining the Clubhouse standards and members are responsible for ensuring that their guests conform to all dress etiquette and discipline requirements of the Club. Repeated offences will render the Member liable to Disciplinary Action.

14.0 CONDUCT OF MEMBERS

14.1 The Board of Directors may from time to time take disciplinary action as they deem fit in their absolute discretion against a Member for incompatible conduct, including non-adherence to the Club's Constitution and By-Laws. Where a member is required to attend a disciplinary hearing the below will be the procedure followed

- i) a written complaint will be sent to the Honorary Secretary clearly indicating the nature of the complaint, the name and number of the member who caused the complaint and any other relevant information
- ii) notice will be given to the member indicating the complaint received and requesting a written response within 7 days
- iii) the Membership Committee (as constituted in the memorandum and articles) will receive written statements from all affected parties, club security officer and any other stakeholder eg outsourced security firm if involved
- iv) a member desiring to attend a hearing with a witness will submit the name, membership number and written statement of the member in good standing at least 24 hours before the hearing. Any witness not directly involved in the incidence at hand will be an observer at the hearing.

v) The Membership Committee member, member attending hearing and witnesses will sign attendance once the hearing is completed.

vi) Once the hearing is complete the Committee will deliberate on all submissions and make recommendation to the Board of Directors. Where required further clarification may be sought by the Committee from any of the parties.

vii) Written feedback will be provided to both members within a month of the hearing

14.2 It is not permitted to exhibit any notice, publication or writing on the Club Notice board and all approved communication channels or any part of the Club premises, precincts without the written permission of the Hon. Secretary.

14.3 Disciplinary Framework

	Group	Refer to	Period of Handling issues
1	Staff up to Supervisor level	General Manager	
2	Staff Management	General manager and Hon. secretary/respective convener	
3	Golf	Captain/lady captain/GM with cc to Hon. Secretary	
4	Payments overdue	Hon. Secretary/Hon. Treasurer	
5	Security	Security staff/Convener and Hon. Secretary	
6	Members		
	Phone use	F&B Manager/GM(Clubhouse) & Captain/Lady Captain/ Discipline master/ Pro (Course)	Immediately @ 2,000/= per instance
	Firearms	Security/Convener	immediately
	Official Meeting with no booking	F&B Manager/GM	immediately
	Abusive	Security/GM/Hon. Secretary	30 days
	Written Complaint	Hon. Secretary. Board informed within a week.	within 60days
	Conduct	Membership committee	within 60days
	Suspension	Hon.Sec/Board/EGM	
	Expulsion	Hon.Sec/Board/EGM	
	Deliberate Damage of club property	F&B/Security/GM	Immediately

15. FUNDAMENTAL CHANGES OF GOLF COURSE

All fundamental or major changes on the Golf Course must have the approval of the General Body. Mere upkeep and routine maintenance activities are not considered to form part of fundamental or major changes.

16. VIOLATION OF BY-LAWS

The violation of any of the above By-Laws may lead to a disciplinary action by the Board. Such action of the Board may include disqualification from voting or suspension and/or expulsion from the Membership of the Club.

BY ORDER OF THE BOARD

1 OCTOBER 2019