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# NAIROBI CLUB

(Founded 3rd March 1901)

## CLUBS IN RECIPROCITY

### **AUSTRALIA**

#### **Adelaide Club**

165 North Terrace, Adelaide,  
South Australia 5000  
Tel: 08-231-3348,  
Fax: 08-231-2215  
Email: admin@adelaide.club.asn.au

#### **Tattersall's Club**

215 Queen Street, Brisbane QLD 4000  
Tel: 07-3331-8888,  
Fax: 07-3221-3913  
Email: admin@tattersalsclub.com

#### **Royal Automobile Club of Victoria (RAV) Ltd.**

123 Queen Street, Melbourne,  
Victoria 3000 Australia  
Tel: 03-9607-2222,  
Fax: 03-9670-9970  
Email: club@racv.com.au

#### **Naval & Military Club**

27 Little Collins Street, Melbourne Vic 3000  
Tel: 03-9650-4741,  
Fax: 02-9247-3139  
Email: nmclub@nmclub.alphalink.com.au

#### **Royal Automobile Club of Australia**

89 Macquarie Street, Sydney NSW 2000,  
Australia  
Tel: 029291-2651,  
Fax: 02-9247-3139  
Email: secretary@raca.com.au -  
www.raca.com.au

### **CANADA**

#### **The Ontario Club**

5th Floor, Commerce Court South,  
30 Wellington Street West  
(Northeast Corner of Bay & Wellington)  
P.O. Box 7 Toronto, Ontario,  
Canada M5L 1A1  
Tel: (416) 862-1270, Fax: (416) 363-9717  
E-mail: michaelm@ontarioclub.com  
Website: www.ontarioclub.com

#### **University Club of Montreal**

2047 Mansfield, Montreal,  
Quebec H3A 1Y7  
Tel: 514-288-0201,  
Fax: 514-288-7899  
Email: Elena@ucmontreal.org

#### **Manitoba Club**

Heritage Winnipeg #509-63  
Albert Street  
Winnipeg, Manitoba R3B 1G4  
Tel: 204.942.2663, Fax: 204.942.2094  
Email: info@heritagewinnipeg.com

#### **The Forest Stream Club**

1800 LAKESHORE drive, Dorval,  
Quebec H9S 2E6  
Tel: 514-631-7101, Fax: 514-631-3239  
Email: foreststream@qc.aibn.com

#### **Mount Stephen Club**

1440, Drummond Street, Montreal,  
Quebec H3G 1V9  
Tel: (514) 849-7338,  
Fax: (514) 849-1052  
Email: administration@clubmountstephen.net  
http://www.clubmountstephen.net

## **INDIA**

### **Bombay Gymkana**

Mahatma Gandhi Road, Bombay 300 001  
Tel: 207-0311 /1 /2 /3 /4, 0760-63-66-68  
Fax: 207-0431-, 207-1401  
Email: bomgym@bom7.vsnl.net.in

### **Garware Club House**

Wankhede Stadium, 'D' Road,  
Churchgate, Mumbai 400 020  
Tel: 2285 4444  
Fax: 91-22-22814566  
Email: info@garwareclub.com  
<http://www.garwareclub.com>

### **UMED Club**

Old Public Park Road,  
Near Gaushala Grounds,  
Jodhpur (Rajasthan) 342006, INDIA  
Tel: +91-291-2511010,  
2619999, 2629999  
Fax No. +91-291-2512024  
Email: secretary@umedclub.com,  
umedclub@sify.com  
<http://www.umedclub.com>

### **Jodhpur Gymkhana**

Shikargarh, Jodhpur, Rajasthan, INDIA  
Tel: 91-291-2511390,  
Fax: 91 291 2511489  
Email: jodhpurgymkhana.com

## **KENYA**

### **Eldoret Club**

P.O. Box 78, Eldoret  
Tel: 053-2031395/2,  
Fax: 63292  
Email: eldclub@africaonline.co.ke

### **Kitale Club**

P.O. Box 30, Kitale  
Tel: 054-31330/31338,  
Fax: 30924

## **Mombasa Club**

P.O. Box 90270, Mombasa  
Tel: 041-312449/222061,  
Fax: 311810  
Email: msclub@africaonline.co.ke

### **Nanyuki Sports Club**

P.O. Box 139, Nanyuki  
Tel: 062:31896, Fax: 32588

### **Rift Valley Sports Club**

P.O. Box 1, Nakuru  
Tel: 051-2212085, Fax: 213194  
Email: rvscku@wananchi.com

## **NEW ZEALAND**

### **Auckland Club**

34 Shorthand, Auckland  
P.O. Box 187, Shortland Street, Auckland  
Tel: 0064 (9) 3031526,  
Fax: 0064 (9) 3667168  
Email: reception@aucklandclub.co.nz  
[www.aucklandclub.co.nz](http://www.aucklandclub.co.nz)

### **Wellington Club**

88 The Terrace  
P.O. Box 10129, Wellington  
Tel: 64-4-472-0348,  
Fax: 64-4-472-2475  
Email: info@wellingtonclub.co.nz

## **PAKISTAN**

### **Sind Club**

Karachi.

## **SOUTH AFRICA**

### **Victoria Country Club**

P.O. Box 203; Pietermaritzburg, 3200  
Tel: 033 347 1942,  
Fax: 033-347-0023  
<http://www.victoria.co.za>

**Pretoria Country Club**

Sidley Avenue Waterkloof  
P.O. Box 95532, Waterkloof 0181  
Telephone: +27124606241

**SUDAN****Sudan Club**

P.O. Box 322, Khartoum

**SWEDEN****Sal Ikapet**

Arsenalsgatan 7-S-11147, Stockholm  
Fax: 46-8-663-4672  
Email: [Montgomery@swipnet.se](mailto:Montgomery@swipnet.se)

**UNITED KINGDOM****Royal Overseas League**

Park Place, St. James Street,  
London, SW 1 A 1 LR  
Tel: 020-7408-0214  
Fax: 020-7499-6738  
Email: [info@rosl.org.uk](mailto:info@rosl.org.uk)

**Caledonian Club**

9 Halkin Street, London SW1X 7DR  
Tel: 020-7235-5162,  
Fax: 020-7235-4635  
Email: [admin@caledonian-club.org.uk](mailto:admin@caledonian-club.org.uk)

**Naval & Military Club**

No.4, St. James's Square,  
London SW1Y 4 JU  
Tel: 020-7827-5757,  
Fax: 020-7827-5758  
Email: [www.navalandmilitaryclub.co.uk](http://www.navalandmilitaryclub.co.uk)

**St. Stephen Club**

34 Queen Anne's Gate, London, SW1H 9AB  
Tel: +44(0) 207 2221382  
Fax: +44(0) 207 2228740  
Email: [info@ststephensclub.co.uk](mailto:info@ststephensclub.co.uk)  
<http://www.ststephensclub.co.uk>

**The South Street Club**

10 South Street, London W1

**Hurlingham Club****(Non - residential)**

Ranelagh Gardens, London, SW6 3PR  
Tel: 020 7471 8240, Fax: 020 7731 1289  
Email: [membership@hurlinghamclub.org.uk](mailto:membership@hurlinghamclub.org.uk)

**Army & Navy Club**

36 Pall Mall, London SW1Y 5JN  
Tel: 0207 930 9721/0207 827 8081  
Fax: 0207 930 9720  
Email: [thesecretary@therag.co.uk](mailto:thesecretary@therag.co.uk)  
[www.armynavyclub.co.uk](http://www.armynavyclub.co.uk)

**United Nursing Services Club**

Queen Anne's Gate, London SW1

**Royal Commonwealth Society**

25 Northumberland Avenue,  
London WC2N, 5AP  
Tel: +44(0) 20 77669200  
Fax: +44(0) 2077669222  
Email: [info@rcsint.org](mailto:info@rcsint.org)  
[www.rcint.org](http://www.rcint.org)

**EDINBURGH****Royal Overseas League**

100 Princess Street, Edinburgh, EH2 3AB  
Tel: 0131-225-1501,  
Fax: 0131-226-3936  
Email: [reception@rosledinburgh.org.uk](mailto:reception@rosledinburgh.org.uk)

**ZIMBABWE****Harare Sports Club**

P.O. Box 1104, North Avenue, Harare

**Bulawayo Club**

8th Avenue, Fort Street, P.O. Box 588,  
Bulawayo Tel: 263-9-64868/9,  
Fax: 263-9-70293

**RULES AND BYE-LAWS AS REVISED UP TO AND  
INCLUDING 26<sup>TH</sup> MAY 2006.**

**RULES**

**1 GENERAL**

**THE CLUB**

1. (a) The Club shall be called “NAIROBI CLUB’ and its colours shall be dark blue and gold.  
(b) The objects of the Club shall be the furtherance of Social and Sporting activities and it shall be in no way concerned with or used for any political purpose.
2. For the purpose of these Rules and Bye-Laws the word “CLUB” shall include all land, buildings and premises being the property of the Club.
3. The Management of the Club and its funds shall be vested in the Committee (as hereinafter defined) except for such matters as are vested in the Trustees (as hereinafter defined).

**TRUSTEES**

4. The Committee shall appoint such Trustee or Trustees as it may from time to time consider proper for the purpose of holding any immovable property belonging to, or to be acquired by the Club. Such Trustees may be either a corporation or two or more Members of the Club. The Committee shall be empowered, at its sole discretion, to replace a Trustee at any time, and any Member being a Trustee who shall cease to be a Member of the Club shall ipso facto cease to be a Trustee.

**PROPERTY OF THE CLUB**

5. The property of the Club shall belong to the Full Members of the Club. No Member by reason of his Membership alone shall have an assignable or transferable interest in the property of the Club. The immovable property of the Club shall be vested in the Trustees.

6. The Club may be wound up and the property thereof disposed of by a resolution passed at a General or Special General Meeting by a majority vote of three-fourths of the Full Members present and voting.

### **ALTERATION OF THE RULES**

7. These Rules shall NOT be rescinded, amended or added to except by a resolution of an Annual or Special General Meeting of Full Members of the Club passed by a majority vote of two-thirds of the Members present and voting.

### **THE SENIOR MEMBER AND COMMITTEE**

#### **THE SENIOR MEMBER**

8. A Member on election to such office shall become and be known as the Senior Member of the Club. He shall be nominated by his predecessor after consultation with, and approval by the Committee. He shall take office at the Annual General Meeting of the Club and shall hold office for one year, which period may be extended at the discretion of the Committee.
9. The Senior Member may at the request of the Committee preside on ceremonial or other special occasions but shall take no part in the administration or management of the Club. He may attend any meeting of the Committee or of its Sub-Committees and shall have the right to speak but not to vote.

#### **THE COMMITTEE**

10. (a) The Committee (known as the Main Committee) shall consist of Nine Full Members, each of at least three years standing and resident in Kenya, who shall be elected by ballot at the Annual General Meeting of the Club. Nomination of Members to fill vacancies on the Committee must be submitted to the Secretary in writing, together with the names of the Proposer and Seconder, at least Seven days prior to the date of the Annual General Meeting. The Committee

may, in its sole discretion, disqualify any Member in arrears with any payment due to the Club.

- (b) At the Annual General Meeting each year one-third of the Committee for the time being, or if their number is not a multiple of three then the number nearest one-third, shall retire from office, the Members of the Committee to retire in each year being those who have been longest in office since their last election, but as between person who became Members of the Committee on the same day those to retire shall (unless they agree among themselves) be determined by lot. A retiring Member of the Committee shall be eligible for re-election.
- (c) Immediately after election, the Committee shall elect from among its Members a Chairman for the ensuing year who shall be Chairman of all General Meetings of the Club and of the Main and Balloting Committees. The Committee shall also elect a Vice-Chairman to act during the absence of the Chairman.

11. The Committee shall appoint such Sub-Committees as it may deem expedient and may delegate to such Sub-Committees such powers as it may deem fit. The quorum for a Meeting of a Sub-Committee shall be the elected Chairman and one Member.

### **MEETINGS OF COMMITTEE**

12. The Committee shall hold a Meeting once in each month but on the requisition of the Chairman or of two Members of the Committee a Special Meeting may be called at any time. The quorum for a meeting of the Committee shall be five. In the case of an equality of votes upon any proposal, the Chairman shall have a second or a casting vote.

13. Should a Member of the Committee be absent without leave from three consecutive Meetings, he shall be deemed to have vacated office and his position shall be vacant and open for replacement.

14. Minutes shall be kept of all Meetings of the Committee and of its Sub-Committee.

## **POWERS OF COMMITTEE AND SUB-COMMITTEES**

15. The Committee shall be empowered to appoint any Full Member of at least three years standing and resident in Kenya to fill a vacancy on the Committee and to co-opt any Full Member of the like standing and residence as an additional Member of the Committee. Any co-opted Member of the Committee so appointed shall hold office only until the next following Annual General Meeting and then be eligible for election, but shall not be taken into account in determining the Members of Committee who are to retire by rotation at such Meeting.
16. A Sub-Committee shall be empowered to co-opt any Member of the Club, subject to the approval of the Main Committee, to serve on such a Sub-Committee.
17. All acts done by the authority of the Committee or any of its Sub-Committees in good faith and with the authority of the Club either expressed or implied shall be deemed to be the acts of the Club and the Members thereof. Such acts shall be binding on the individual Members of the Club during their period of Membership and for a period of one year from the date of cessation of Membership. Every Trustee and every Member of the Committee shall be indemnified by the Club and the Members thereof against any acts, damages, costs, losses and expenses which any Trustee or Member of Committee may incur by reason of such actions.
18. Subject to sanction being given by a resolution passed by a majority vote of two-thirds of the Full Members present and voting at a General Meeting of the Club, the Committee shall be empowered to raise or borrow sums of money for the benefit of the Club in such manner as the aforesaid resolution may direct. Any sum so borrowed may be secured by the Trustees by the issue of debentures, charges, mortgages or in such other manner as they deem fit. All Members of the Club at the time of passing the aforesaid resolution or becoming so thereafter shall be deemed to have assented to the same.
19. All documents, other than those relating to the immovable property of the Club, required to be signed on behalf of the Club shall be sufficiently

so signed if signed by two Members of Committee and countersigned by the Secretary of the Club. Operations on the Bank Accounts shall be signed by one Member of Committee and countersigned by the Secretary of the Club. All documents so signed shall be binding on the Club and all members thereof.

20. The Committee shall be empowered by a resolution passed by a majority vote of two-thirds of the Members present and voting at a Committee Meeting of which 14 days prior notice specifying in full the proposal to be put to such Meeting shall have been given, to make, alter or rescind such Bye-Laws as it may from time to time deem necessary or expedient for the proper conduct, management and welfare of the Club. Such Bye-Laws shall be submitted for confirmation to the next Annual or Special Meeting of the Club. Details of all new, amended or deleted Bye-Laws shall be exhibited on the Notice Board of the Club.

### **PATRONS**

21. There shall be such Patrons of the Club as the Committee may from time to time determine. Such Patron or Patrons shall with his/her or their prior written consent be elected as such by the Members of the Club at any Annual General Meeting and shall hold office for life or until either resignation or expulsion.

### **MEMBERSHIP**

22. The Club shall consist of such number of Members as the Committee may from time to time determine. A waiting list of candidates for election may be kept.
23. No person shall be eligible for Membership other than Junior Membership who has not attained the age of twenty one years.
24. A Member shall be entitled to all the privileges of the Club subject to the limitations imposed by these Rules and Bye-Laws.
25. There shall be the following classes of members:-
  - i. Life Members

- ii. Honorary Life Members
- iii. Full Members – Town or Country
- iv. Honorary Members
- v. Nominated Members
- vi. Junior Members – Elected, Nominated
- vii. Temporary Members
- viii. Reciprocating Members

## **DEFINITIONS AND PRIVILEGES**

### **LIFE MEMBERS**

26. (a) A Member who has been a Full Member continuously for Twenty-Five years may make an application for election as a Life Member. On election as such by the Committee, he shall pay no further subscriptions. He shall enjoy all the privileges of Full Membership for life unless he is expelled or resigns from the Club.
- (b) An Absentee Member who has been a fully paid up Full Member for a minimum of ten years may make an application for election as an Absentee Life Member. On election as such by the Committee he/she shall pay a fee as determined by the committee, for the time being the fee shall be shs. 6,250/= and thereafter shall pay no further subscriptions while absent from Kenya. He shall enjoy all the privileges of Full Membership for life unless he is expelled or resigns from the Club.
- (c) An Absentee Member who has been a fully paid up Full Member for a minimum of twenty years may make an application for election as an Absentee Life Member. On election as such by the Committee he/she shall pay a fee as determined by the committee, for the time being the fee shall be shs. 3,125/= and thereafter shall pay no further subscriptions while absent from Kenya. He shall enjoy all the privileges of Full Membership for life unless he is expelled or resigns from the Club.

## **HONORARY LIFE MEMBERSHIP**

27. An Honorary Life Member is a member previously a Full Member who, by reason of having performed outstanding meritorious service for the Club or for Kenya, has been elected as such by the unanimous vote of the Committee. He shall pay no further subscription and shall enjoy all the privileges of Full Membership for life unless he is expelled or resigns from the Club. Honorary Life Membership shall ipso facto be conferred on Senior Members of the Club, or their spouses and the Widows/Widowers of Honorary Life Members.

## **FULL MEMBERS**

28. A Full Member is a Member who has been duly elected as such.

## **HONORARY MEMBERS**

29. An Honorary Member is a Member who has been elected as such by the Committee. The Committee shall be empowered, at its sole discretion, to elect Honorary Members for such periods as it may determine. Honorary Membership shall normally be conferred on the President of Kenya, the Vice-President, Members of the President's personal staff, Cabinet Ministers, the Heads of Diplomatic Missions to Kenya, distinguished visitors to Kenya and paid officials of the Club. In any case of urgency, the Chairman or the Vice-Chairman together with one other Member of the Committee shall be empowered to act on behalf of the Committee in this respect. An Honorary Member shall not be liable for payment of any entrance fee or subscription.

30. a) **NOMINATED**

A Nominated Member is a Member who has been duly nominated as such under these Rules. Only the spouse of a Full Member residing with such Member may be Nominated by him/her as a nominated Member and if such Nomination is accepted by the Committee, she or he shall become a Nominated Member. Such Membership shall

remain in force only as long as the spouse remains a Full Member and has not withdrawn the nomination.

b) **WIDOW/WIDOWER**

The Widow/Widower of a Full Member may be elected as a Nominated Member without ballot.

### **JUNIOR MEMBERS**

31. (a) **ELECTED**

An Elected Junior Member is a Member who has been duly elected as such. An Elected Junior Member shall cease to be such on attaining the age of Twenty-five years. He or she shall then be eligible for Membership in such other class as may be applicable in accordance with these Rules.

(b) **NOMINATED**

A Nominated Junior Member is the unmarried son or daughter of a Full Member who has been nominated by such Member and the nomination has been accepted by the Committee. He or she shall cease to be a Nominated Member at the age of Twenty-one years, or on his or her parents ceasing to be a member of the Club.

(c) No person shall become an Elected Junior Member until he or she has attained the age of Twenty-one years, or a Nominated Junior Member until he or she has attained the age of Fifteen years.

(d) A Junior Member may introduce guests, but shall not be entitled to reside in the Club without the permission of the Committee.

### **TEMPORARY MEMBERS**

32. (a) A Temporary Member is a Member who has been proposed and seconded by two Full Members of the Club and whose Membership has been approved by not less than two Members of the Balloting Committee and who is a Candidate for Election awaiting ballot. Such Membership shall not exceed a period of Three consecutive months or until such time as he or she, being a Candidate for Election, has been elected, excluded or rejected, provided always that the Committee shall be empowered to extend such period as it

may deem fit. Any application for an extension of such period must be submitted in writing to the Committee and be proposed and seconded by two Full Members and approved by the Balloting Committee. No persons resident in Nairobi shall be eligible more than once for Temporary Membership except as a Candidate for Election. A Temporary Member may not introduce guests to the Club except at the discretion of the Committee.

- (b) Temporary Membership, subject to approval by the Balloting Committee, shall be for a period of not more than two years, other than for Candidates for Election. Persons wishing to become Temporary Members for periods greater than three months must apply initially for three months, and towards the end of that period, apply for an extension. The Balloting Committee must first approve this application for the application to become valid.

### **RECIPROCATING MEMBERS**

- 33. (a) A Reciprocating Member is a Member of a club with which the Club is on terms of reciprocity. Such Member shall be entitled to use the Club for such periods, under such conditions and upon payment of such subscription as the Committee may from time to time determine. A Reciprocating Member shall produce to the Secretary of the Club a written introduction from the Secretary of his/her own club and he/she shall also provide information as to the period for which he/she intends to reciprocate. A Reciprocating Member may not introduce guests to the Club except at the discretion of the Committee.
- (b) A Member of a club with which the Club is on terms of reciprocity is not entitled to enjoy terms of Reciprocity Membership if he or she is resident or whose place of business or employment is within the boundaries of the City Council of Nairobi or within such other area as may from time to time be defined by the Committee at its sole discretion.

### **EXPULSION**

- 34. (a) In case of infringement of these Rules and Bye-Laws, or if the conduct of any Member in or out of the Club is, in the opinion of the

Committee, injurious to the reputation and well being of the Club, the Committee may take such action as it may deem fit. Should such action take the form of expulsion, the Member shall forthwith cease to be a Member of the Club.

- (b) Notwithstanding the provisions of the preceding paragraph of this Rule, the Member so expelled shall have the right to appeal to a General Meeting, and a two-thirds majority vote of the Members present shall be required to confirm the action of the Committee. In the event of the action of the Committee not being confirmed, the Member so expelled shall be reinstated in his or her former category of Membership with effect from the date of expulsion.
- (c) The General Meeting referred to in paragraph (b) of this Rule shall be either the Annual General Meeting of the Members of the Club next following the expulsion of the Member, or a Special General Meeting which shall be called for the purpose by the Committee if so requested by the Member expelled, within 30 days of his expulsion.

### **CESSATION OF MEMBERSHIP**

- 35. A Member who fails to pay the entrance fee or any instalment thereof within a period of one month from the date when it falls due shall ipso facto cease to be a Member of the Club, but the Committee shall be empowered, at its sole discretion and upon payment of arrears, to reinstate such Member, if it deem fit to do so.
- 36. A Member who defaults under the provisions of Rule 67 shall, subject to the provisions of that Rule, ipso facto cease to be a Member of the Club.
- 37. Resignation of Membership shall only take effect after all sums due to the Club have been paid and the resignation accepted by the Committee, but the Committee shall be empowered at its sole discretion to waive payment of any proportion of such sums. A Member who has been adjudicated bankrupt or who has compounded with his creditors, or who has been committed to prison for whatever offence other than an offence

of a political nature, shall *ipso facto* cease to be a Member of the Club, unless the Committee decides otherwise.

### **RE-ADMISSION**

38. Any person who has ceased to be a Member of the Club under the provisions of Rules 35, 36 or 37 may apply in writing to the Committee for re-admission to the class of Membership of which he or she was previously a Member. The Committee may accept such application and a Member so re-admitted shall pay such proportion of any entrance fee and subscription due at the time he or she ceased to be a Member and until the time of re-admission, as the Committee may determine. If the Committee refuses such application, that person shall have the right to reapply for Membership in accordance with these Rules any other time.

### **LIABILITY OF THE PROPOSER AND SECONDER OR NOMINATOR**

39. The Proposer or in his/her absence the Secunder of a Temporary Member or of a Candidate for Election awaiting ballot and the person who nominates any Nominated Member shall be responsible for ALL debts due to the Club incurred by such person.

The Proposer and Secunder of a Candidate for Election as a Full Member shall be jointly and severally responsible for the observance by the Candidate of the Club's Rules and bye-laws and also financially for all debts and other commitments of the Candidate to the Club prior to the election and for a period of one year following such Candidate's election.

Should such person's Club account be unpaid at the end of the month in which the account has been rendered, his or her Proposer and Secunder or the person who nominates any Nominated Member or any Junior Nominated Member as the case may be, shall forthwith be so informed.

40. The Proposer or in his absence the Secunder of a Temporary Member of a Candidate for election awaiting ballot and the person who nominates any Nominated Member or any Elected or any Nominated Junior Member

shall be responsible for ALL debts due to the club incurred by such person. The Proposer and Secunder of a Candidate for Election as a Full Member shall be jointly and severally responsible for the observance by the Candidate of the Club's Rules and Bye-laws and also financially for all debts and other commitments of the Candidate to the Club prior to the election and for a period of one year following such Candidate's election. Should such person's club account be unpaid at the end of the month in which the account has been rendered, his/her Proposer and Secunder or the person who nominates any Nominated Member or any Junior Nominated Member, as the case may be, shall forthwith be so informed.

## **V ENTRANCE FEES, DEPOSITS AND SUBSCRIPTIONS**

### **ENTRANCE FEES**

41. (a) The Entrance Fees payable by a Full Member shall be as follows:

Full Member.....Ksh.125, 000/-

(b) The Entrance Fee payable by a Junior Member shall be Kshs.20, 000/-. A Junior Member who ceases to be a Junior Member upon attaining the age applicable under Rule 31 (a) or 31(b) and who seeks election forthwith as a Full Member shall, if elected, pay such additional Entrance Fee as may be determined by the Main Committee.

### **DEPOSITS**

Every Member (not being a Life Member or an Honorary Life Member) shall maintain a deposit with the Club of Kshs.6, 000/- (six thousand) which sum shall be held by the Club and shall:

- (a) Be available to the Club for appropriation by it against any unpaid debt due by the Member until Membership ceases; or
- (b) Be refunded (without interest) upon his/her ceasing to be a Member of the Club after deduction therefrom of any moneys due and unpaid at the date of cessation of Membership.

**42. SUBSCRIPTIONS**

For the purpose of these Rules, classes of Membership are defined as under:

A town Member is a Full Member resident or whose place of business or employment is within the City Council of Nairobi boundary.

A Country Member is a Full Member, resident or whose place of business or employment is OUTSIDE the City Council of Nairobi boundary.

An Absentee Member is a Full Elected Member not resident in, or employed in Kenya

(A) The Monthly Subscriptions payable by Members, which shall be paid three months in advance, shall be as follows:-

- (a) Full Member Town ..... Kshs. 1, 500/-
- (b) Full Member - Town (60 years or over, minimum ten years standing) ..... Kshs. 960/-
- (c) Widow/Widower Member (except the Widow/Widower of a Life Member)..... Kshs. 620/-
- (d) Nominated Member ..... NIL
- (e) Junior Elected Member ..... Kshs. 360/-
- (f) Junior Nominated Member ..... Kshs. 130/-
- (g) Temporary Member ..... Kshs. 4,000/-
- (h) Temporary Member (Candidate for Election)..... Kshs. 1,500/-
- (i) Temporary Member (Junior) ..... Kshs. 1,200/-
- (j) Temporary Member (Junior Candidate for Election)Kshs. 360/-

(B) The Annual Subscription payable by Members on the first day of January in each year shall be as follows:-

- (a) Full Country Member ..... Kshs. 2, 750/-
- Full Absentee Member ..... Kshs. 2, 750/-

43. The rates of monthly subscription above prescribed for classes (a), (b), (c), (d), (e) and (f) shall apply to Members whose place of residence or of business or employment lies within the boundaries of the City of Nairobi. Members of these classes whose places both of residence and of business or employment lie elsewhere shall not be liable for payment of monthly subscription.
44. A Member of the classes above-mentioned in Rule 42 from whom no monthly subscription is due who, by reason of change of place of residence or place of business or employment becomes liable for payment of such subscription for a period of one calendar month or more, shall pay the required subscription.

A Member who is NOT resident in Kenya but who returns temporarily to Kenya and makes use of the Club shall pay the current rate of subscription for the period of his or her stay in Kenya.

It shall be the duty of such member to notify the Secretary of the Club of such changes of place of residence or of place of business or employment.

## **V1 ELECTION OF MEMBERS**

45. (a) Every Candidate for Membership as a Full Member or Junior Elected Member of the Club shall be proposed by one and seconded by another Full Member of the Club, both of whom shall have been Full Members of the Club for at least three (3) consecutive years, and to both of whom the Candidate shall have been personally known for at least three (3) months prior to the application being submitted; and, if not debarred from Membership under these Rules, shall be balloted for in terms of Rule 49. No Member of the Balloting Committee shall be permitted to propose or second a Candidate for election.
- (b) Not more than three (3) Candidates for election shall be proposed or seconded by any Member in any calendar Year.
- (c) The entire procedure for the introduction of any Candidate to Members of the Balloting Committee, the exhibition of the

Candidate's names and particulars on the Club Notice Board and the duration thereof under Rule 48, and all other matters incidental to the election of Members shall be prescribed, and may from time to time be amended by the Main Committee in its absolute discretion.

46. (a) Every application for Full Membership or Junior Elected Membership shall be in writing signed by the Candidate and shall be in such form as the Main Committee shall prescribe.
- (b) The Proposer and Seconder of a Candidate for Full Membership or Junior Elected Membership shall each complete and sign a confidential report in support of the Candidate's application in such form as the Main Committee shall prescribe. Such reports shall only be shown to the Balloting Committee.
- (c) Any communication addressed to the Main Committee by a Member with regard to a Candidate for election shall be regarded as privileged and shall only be divulged to Members of the Balloting Committee.
47. (a) The name, address and occupation of every Candidate for election as a Full or Junior Elected Member and the names of his or her Proposer and Seconder shall be submitted to the Balloting Committee for "mention", and after approval shall be exhibited on the Club Notice Board.

The ballot for every Candidate shall be carried out when a period of three months has elapsed from the date his or her name has been first so exhibited. Only under exceptional circumstances shall this period be extended.

- (b) Every Candidate for Full Membership and every Candidate for Junior Elected Membership shall be entitled, pending the election of the Candidate, to enjoy the privileges of Temporary Members of the Club and shall if resident in Nairobi pay the monthly subscription applicable to Full Town Members and Junior Elected Members respectively.

## **BALLOT**

48. The Balloting Committee shall consist of the Members of the Main Committee together with four other Full Members each of at least three years standing, who shall be appointed by the Main Committee. The Main Committee may, in consultation with the Balloting Committee, make such rules of procedure for the conduct of ballots as do not in any manner conflict with the provisions of these Rules. The Balloting Committee shall normally meet once in every calendar month and nine (9) Members thereof shall form a quorum.
49. Every Candidate for election as a Full Member or Junior Elected Member shall be balloted for by the Balloting Committee. Not less than nine votes shall constitute a ballot and two adverse votes shall exclude a Candidate absolutely, and provided that no Candidate shall be elected unless seven votes are cast in his or her favour. No Member of the Balloting Committee shall be allowed to vote by proxy.
50. If a Candidate for election has not been excluded but fails to obtain the necessary number of votes at the first Meeting of the Balloting Committee at which he or she is balloted for, another ballot shall be taken at the next Meeting of the Balloting Committee. Should such Candidate fail to obtain the necessary number of votes at the second such Meeting, his or her name shall be withdrawn, subject to the discretionary powers of the Main Committee to allow the name to come up at the next succeeding ballot.
51. A Candidate proposed for election as a Member of the Club who has not been excluded but has failed to be elected at the second ballot, and at a third ballot taken under the provisions of Rule 50, shall not, without the consent of the Main Committee, be again proposed for election or be introduced as a Temporary or Honorary Member or guest within a period of six (6) months from the date of such failure. If a Candidate for election has been excluded at any ballot, he or she shall not be again proposed for Membership of any kind or be introduced to the Club as a guest within a period of twelve (12) months from the date of such exclusion.

### **PROCEDURE AFTER ELECTION**

52. The Secretary of the Club shall send to each new Member a notice of his or her election or Nomination together with a copy of these Rules and Bye-Laws.

## **V11 GUESTS**

53. Any Member other than a Temporary or Reciprocating Member may introduce any person eligible for Membership of the Club in any category, as a guest. A Temporary or Reciprocating Member may only invite a guest by permission of the Committee.
54. The Member introducing a guest shall enter the name of the guest and other particulars required in the book provided for that purpose. Failure to comply with this Rule shall render the Member at fault liable to such fine as is prescribed in the Bye-laws.
55. The Member introducing a guest shall be personally responsible for his or her conduct while on the premises of the Club and shall pay all dues required by the Club in respect of such guest.
56. A person who resides or has his or her place of business or employment within the boundaries of the City of Nairobi shall not be introduced by any one or more Members as a guest more than once in any calendar month. A Member before introducing a person as a guest shall take all steps to ensure that such person has not already been introduced as a guest in the month in which the Member concerned wishes to introduce him/her.
57. Rule 54 and 55, but not Rule 53 and 56, shall not apply in the case of players participating in sports and games under the control of the Gymkhana Section of the Club (except the Swimming Sub-Section), provided that such players shall have no right of entry to the main building of the Club. Such guests shall be subject to such regulations as may be agreed from time to time by the Main Committee.

## **V111 GENERAL MEETINGS**

58. An Annual General Meeting of the Members of the Club (the date of which shall be fixed by the Committee) shall normally be held not later than the last day in May for the purpose of receiving and passing the accounts for the previous year, of electing the Committee for the following

year and for the transaction of other business of which due notice has been given.

59. Notice of Annual General Meetings shall be given by “posting” the same on the Notice Board of the Club and by notifying all Full Members in Kenya not less than fourteen days prior to the date of the Meeting. Such notice shall contain a copy of the Balance Sheet and Accounts and the Agenda of the business to be transacted at the Meeting.
60. Notice of any motion to be proposed at the Annual General Meeting shall be given in writing to the Secretary of the Club not later than the 31st day of March in each year. The Committee shall exhibit this Rule on the Notice Board not later than the First day of March in each year.
61. A Special General Meeting may be called at any time by the Committee on the requisition in writing of not less than twenty-five Full Members of the Club. Notice of such Meetings shall be given by “posting” the same on the Notice Board of the Club and by notifying all Full Members in Kenya not less than Fourteen days prior to the date of the Meeting.
62. A quorum for all General Meetings shall be twenty five Full Members present. If within half an hour from the time appointed for the Meeting a quorum is not present, the Meeting shall be adjourned to the same day and the same time and place the following week. If at the adjourned Meeting a quorum is again not present within the time specified, the Meeting shall be dissolved.
63. If within ten minutes from the time appointed for the Meeting to commence neither the Chairman nor the Vice-Chairman of the Committee is present, the Members present shall elect a Chairman from among themselves.
  - (a) Only Full Members shall have the right to vote at a General Meeting. Every Full Member shall be entitled to one vote, provided that the Committee may disqualify any Member in arrears with any payment due to the Club.
  - (b) At any General Meeting a resolution put to the vote of the Meeting shall be decided on by a show of hands unless a poll (before or on

the declaration of the result of the show of hands) is directed by the Chairman.

- (c) Except when a poll is directed on the election of a Chairman or on a question of adjournment (in either of which cases the poll shall be taken forthwith), if a poll is directed it shall be taken in such manner as the Chairman directs. The results of a poll shall be deemed to be the resolution of the Meeting at which the poll is directed.
- (d) In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is directed, shall be entitled to a second or a casting vote.

## **IX ACCOUNTS**

- 64. (a) Members' accounts shall be made up at regular monthly intervals and shall be sent by post to them. Payment of every account shall be due by the Twentieth day of the month next following the month to which the account refers.
  - (b) If payment of an account is not received by the due date, the Member concerned shall pay a surcharge equal to ten percent of the amount of the account, or such other percentage as the Committee may from time to time prescribe. In such an event the Committee may additionally, at its discretion, suspend forthwith credit facilities to the Member concerned until the outstanding account and surcharge are paid in full.
  - (c) The Membership of a Temporary Member shall automatically cease upon the failure of such Temporary Member to pay his account (including any surcharge which may be payable) by the due date.
- 65. (a) If payment of an account is not received by the due date, a reminder notifying the amount outstanding and the fact that a surcharge is payable shall be sent by post to the member concerned within a time to be specified by the Committee.
  - (b) If payment in full of the outstanding account and surcharge is not received within fifteen days from the due date the Committee may,

in its discretion, suspend the defaulting Member from all rights of Membership of the Club. In such an event, a registered letter shall be sent to the Member concerned informing him/her of the suspension and requiring immediate payment of the original outstanding account and surcharge together with his or her account for the following month and surcharge thereon as hereinafter provided.

- (c) Thereafter, in the event that payment in full of the amount required by such registered letter is received within fifteen days from the date thereof, the suspension of the defaulting Member shall cease forthwith, but otherwise he shall on the expiration of those fifteen days be posted and shall thereupon cease to be a Member of the Club.
- (d) The Committee shall be empowered, in its absolute discretion on payment of all outstanding amounts due to the club, to restate as a Member any person who has ceased to be one by reason of the provisions of this Rule.
- (e) In this Rule the expression “Member” shall not include a Temporary Member.

66. The expression “Member’s Account” in relation to the account of any Member who is the proposer or seconder of a Candidate for election to Membership of the Club or for Temporary Membership or who is the nominator of any nominated Member or of any Junior Nominated Member shall be deemed to include the account of such Candidate for election or Temporary Member or Nominated Member or Junior Nominated Member as the case may be which, pursuant to Rule 39 he has been required to pay, and Rules 65 and 66 shall be construed accordingly.

67. If it is reported to the Committee that any Member of the Club has failed after due notice to pay an account incurred in any Club outside East Africa with which the Club is on terms of reciprocity, such Member shall be requested by registered letter to pay such account. If he or she fails to produce evidence of payment within Twenty-one days of the

posting of such letter, the appropriate provisions of Rules 65 and 66 shall apply.

68. Notwithstanding the provisions of Rules 65, 66 and 67 the Committee may, at any time and in its absolute discretion, take such action as it may in the circumstances of any particular case deem necessary to recover any liability incurred by a Member.

## **X MISCELLANEOUS**

69. The yearly accounts shall be closed on the last day of December in each year. The accounts shall be audited, printed and presented to the Members as provided by Rule 59 of these Rules.
70. Suggestions by members shall be entered by them in the book provided for this purpose.
71. If a Member breaks or damages any of the Club property, such Member shall be liable to pay the Club twice the value of the property broken or damaged, provided that the Committee shall be empowered in its sole discretion to remit the charge in whole or in part thereof.
72. No wines or liquors shall be sold or supplied to a Member of the Club for consumption off the premises of the Club, without the prior permission of the Club Secretary.
73. No wines, liquors, tobacco, cigarettes or other consumable goods shall be supplied to a Member otherwise than against either an order given in writing on the form prescribed, or against presentation of Club coupons. No Member shall bring into the Club premises any liquor or foodstuffs for consumption by himself, his family and/or his friends, without the prior permission of the Main Committee.
74. Gambling is prohibited on the premises of the Club and no gambling or betting debts shall be settled through the Club accounts.

75. In the event of the Office of the Club Secretary falling vacant, the Main Committee shall invite applications to fill such vacancy by advertisement in the press.

## **BYE-LAWS**

### **I. GENERAL**

1. No Member shall give any money or gratuity to employees of the Club except through the Secretary.
2. No Club employee shall be reprimanded or punished by any Member. Any complaints against any employee shall be made to the Secretary.
3. A Member shall not send any employee of the Club on any errand except with the prior permission of the Secretary.
4. Pets shall not be allowed within the Club premises.
5. The closing time for public rooms of the Club shall be as decided from time by the Committee and will be exhibited on the Club Notice Boards.
6. If a Member, without the consent of the Committee, remains in a public room after the time laid down from time to time by the Committee, he or she shall pay a fine of KShs.100/- for himself and for each of his/her or guests. If he or she remains in a public room for more than one hour after the time laid down, the fine shall be KShs.200/- for him/her and for each guest.
7. A Member who fails to enter the name of his or her guest in the book provided shall pay a fine of KShs.100/- per guest for the first offence and KShs.200/- per guest for any subsequent offence.
8. Children under the age of eight (8) years shall not be permitted to enter Club buildings, other than those provided at the Swimming Pool.
9. The Club may, at its own discretion, reserve or designate any part of its premises for use for a specific or a general function and in this regard it shall be incumbent upon the Secretary to notify all other Members in order to avoid any inconvenience.

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## **II. DINING ROOM AND PRIVATE DINING ROOM**

1. Rules applicable to the use of the Dining Room will be such as shall be prescribed by the Committee from time to time and shall be exhibited on the Club Notice Boards.
2. The Private Dining Room is available for the use of Members and their guests daily up to 10.30 p.m. except when required by the Committee or a Sub-Committee or hired for private parties by Members.
3. Members may hire the Private Dining Room for parties upon such terms as shall from time to time be prescribed by the Committee.
4. If a Member reserves a table for a meal at the Club or for any entertainment, the Committee shall be empowered to charge him for the reservation for each person if he/she shall not take up such reservation.

### **III. RESIDENCE IN THE CLUB**

1. Members (other than Junior Members) and spouses of Members are entitled to reside in the living quarters of the Club upon the terms and conditions for the time being prescribed by the Committee.
2. The Committee may set aside a limited number of bedrooms (called “permanent bedrooms”) for the use of Full Members and for Full Members and their spouses (if nominated) as and when accommodation becomes available.
3. No such Members shall be entitled to reside in a permanent bedroom except with the written permission of the Secretary.
4. If any such Member shall be absent from Nairobi for a period exceeding thirty days, the Secretary shall be entitled to let such permanent bedroom to another Member requiring temporary accommodation.
5. A single Member occupying a double bedroom shall immediately vacate the room should the same be required for double occupancy unless he or she is willing to pay the full double daily rate.

6. The Secretary shall keep a list of applications by members entitled to occupy permanent bedrooms in order of date of application.
7. Only Full Members and their spouses (if nominated) shall be entitled to occupy a permanent bedroom.
8. No Member shall be entitled to occupy a bedroom not being a permanent room for a period exceeding twenty-eight consecutive days except with the written permission of the Secretary.
9. The Secretary shall be empowered at any time by giving twenty-four hours notice in writing to call upon a Member to vacate the bedroom occupied by him/her.
10. The Committee shall from time to time fix the charges to be paid by Members for accommodation at the Club. Such charges may include charges for meals.
11. Reciprocating Members are required to settle their accounts before they leave the Club.

#### **IV CARDS**

1. The Club points for contract bridge shall be KShs.20/- per 100, but Members may double points if they so desire.
2. The charge for the use of playing cards shall be KShs.20/- per Member per sitting. A sitting shall be from 5p.m. to 8.30 p.m. or from 8.30 p.m. onwards in any one room.
3. One table in the bridge room may be reserved for any one sitting and such reservation shall be recorded in advance in the book provided for that purpose. The charge for such reservation shall be KShs.20/- in addition to the charge mentioned above.

#### **V LIBRARY**

- 1 At its first Meeting after election the Main Committee shall appoint a Committee Member as Liaison Officer to the Library Committee.
- 2 The Members of the Library Committee shall be elected each year at the Annual General Meeting of the Library. The Members present and voting at the Meeting shall also elect the Chairman for the ensuing year. The Liaison Officer may act as Chairman of the Committee if so elected.

The Library Committee shall consist of the Liaison Officer (ex-officio) and not less than four nor more than ten other Members including the Chairman.

Meeting of the Library Committee shall be held at monthly intervals with a minimum of ten Meetings each calendar year. The Librarian in consultation with the Chairman of the Committee will circulate the Agenda in advance. The quorum shall be five Members of whom the Liaison Officer may be one, but the Librarian attends in an ex officio capacity. Minutes of every Meeting shall be recorded and a copy sent to the Main Committee for information.

3. The Annual General Meeting of the Library shall be held not later than the last day of May in each year. The Chairman and Secretary of the Club and all other Members may attend that Meeting, but only paid-up Members of the Library shall have the right to vote.
4. Library users shall pay an annual subscription of KShs.1, 000/- or other sum as the Main Committee may approve. The subscription may be paid by quarterly installments by prior arrangement with the Club Accountant. Reciprocating or Temporary Members using the Library shall pay KShs.100/- per month or lesser period of Reciprocating or Temporary Membership.
5. The Library shall be open for the exchange of books during such times as shall from time to time be prescribed by the Library Committee and exhibited on the Club Notice Boards.
6. No Member shall take out more than three books at a time, of which two may be new books - one fiction and one non-fiction.

7. Books shall be deemed to be new books for such period as may be prescribed by the Library Committee.
8. No Member shall pass on a Library book to another Member, and no Member shall lend a Library book to a non-members. No books shall be taken out of Kenya.
9. No Member shall take out a book until the Librarian has made the appropriate record of borrowing in that respect.
10. Members are responsible for the books taken out from the time they are registered by the Librarian until they are returned to the Library. A book shall not be considered to have been returned to the Library until it is so recorded by the Librarian.

When the Librarian is not in attendance, Members must register their names and the number of the books returned in the special Book provided, and deposit the books in the bin indicated.

11. The following periods are allowed for the retention of books.
  - (a) Town Members. A maximum of fourteen days
  - (b) Country Members. One calendar month except in the case of new books, which country Members may only retain for fourteen days. No books will be posted to Country Members.
  - (c) Twenty-four hours shall elapse before a Member may take the same new book for a further period, but other books may be taken out again immediately provided they are produced for re-stamping by the Librarian.
12. Members infringing Bye-law 11 shall be liable to the following fines.-
  - A ten shillings per day from the day when default begins, for one calendar month.
  - Thereafter five shillings per day
13. Members losing books or rendering them, in the opinion of the Library Committee, unfit for circulation shall be liable for their cost plus 100

per cent, provided that no Member shall be liable in respect of detention or loss or both, for more than the original or replacement cost, or value of the book, whichever is the greater plus 100 per cent.

A book shall be considered lost when a Town Member has retained it for two or more months or a Country Member for three or more months.

14. Members infringing the Library Bye-laws or otherwise in the opinion of the Library Committee misusing the Library or its books, are liable to suspension from using the Library for such period as the Main Committee may in its absolute discretion determine, and to have their names posted in the Library as suspended from its use.

## **V1 BILLIARDS**

1. The Billiards tables are available to Members of the Club at a fee.
2. When other Members are waiting to play, the time limits for games shall be as follows:

A Two handed Games of Snooker - 30 minutes

A Three or Four handed Games of Snooker - 45 minutes

A Billiards - 30 minutes and full time allowed even if 100 exceeded.

3. Tables shall be booked in advance either through the Secretary or Billiard markers. For the convenience of Members who may be waiting to play, the order of occupancy of each table shall be indicated on the blackboard provided for that purpose on which Members shall enter their names.

Any Member whose name has been entered on a blackboard should inform the marker of his whereabouts in the Club and instruct the marker to call him when the table reserved for him is vacant.

At the beginning of each game, Members shall enter on the blackboards opposite their names on both blackboards at the same time.

4. A Billiard table shall not be considered reserved if, within five minutes after the completion of the previous game thereon, the Member or

Members in whose name or names it has been reserved have not started to play.

5. The same players shall not play on the same table for consecutive periods or games if other players are waiting for such table.
6. No games played without a cue shall be permitted to the Billiard tables. Any Member committing a breach of this Bye-law shall be liable to a fine of KShs.20/- in addition to any other amount which he or she may be called upon to pay under these Rules.

## **VII GYMKHANA**

### **A. GENERAL**

1. All outdoor games organizations of the Club (including Squash Rackets) and those taking part therein shall form the Gymkhana Section of the Club and, subject to the approval of the Main Committee and to the Rules of the Club, shall be controlled by the Gymkhana Sub Committee.
2. The Gymkhana Sub Committee shall consist of a nominated representative from each of the Gymkhana Sections who will be present or as alternative from that section in the event of the nominated representative being unable to attend.

A Chairman, who shall be appointed by the Main Committee

The Captain of Cricket

The Captain of the Cricket "A" XI

The Honorary Secretary for Cricket

The Captain of Lawn Tennis

The Vice-Captain of Lawn Tennis

The Honorary Secretary for Lawn Tennis

The Captain of Hockey

The Honorary Secretary for Hockey

The Captain of Squash Rackets

The Vice-Captain of Squash Rackets

The Honorary Secretary for Squash Rackets

The Captain of Bowling

The Vice-Captain of Bowling

The Honorary Secretary for Bowling

The Captain of Swimming

The Vice-Captain of Swimming

The Honorary Secretary for Swimming

Three additional Members

Provided that, in the event of a Member holding two or more of the offices detailed above, the number of additional Members may be increased by the number of offices held by such Member in excess of one. In the event of the Captain of a Section being unable to attend a Meeting, then the Vice-Captain may attend instead.

3. The Officers of the Cricket, Lawn Tennis, Hockey, Bowling, Swimming and Squash Rackets Sections shall be elected at the General Meetings of these Sections at which they shall take office.

At Meetings of the Games Section the following classes of Members shall be entitled to attend, vote and to hold office.

Life Members

Honorary Life Members

Full Members - Town or Country

Honorary Members

Nominated

Junior Members - Elected or Nominated

The three additional Members of the Gymkhana Committee shall be selected at the Annual General Meeting of the Gymkhana Section of the Club which shall be held not later than the last day of May each year.

A quorum for all the above-mentioned General Meetings shall be ten Members of the categories already specified. Should a quorum not be present on the appointed day for a Section Annual General Meeting,

then the Meeting shall be adjourned to the same day and the same time and place the following week, when the Members present as specified above shall constitute a quorum.

4. The Gymkhana Sub Committee shall consider, report, and take such action as they may deem necessary upon all matters referred to them by the Main Committee, upon all questions of policy or expenditure affecting the various Games Sections and upon any other matters which are or may be of importance or interest to the Gymkhana Section.
5. The charges for use of the Swimming Pool, Fitness Centre and the cost of hire of courts, rinks and grounds shall be such sums and be subject to such conditions as the Main Committee on the recommendation of the Gymkhana Sub Committee may from time to time direct.
6. Any Member infringing the Gymkhana Bye-Laws shall be liable to incur a fine of Kshs. 100/- for each infringement.
7. If any Member of the Gymkhana Sub Committee shall without notice or reasonable excuse absent him/herself from three consecutive Meetings of the Gymkhana Sub Committee, he or she shall cease to be a Member thereof and the Gymkhana Sub Committee shall be empowered to fill any vacancy so caused, and any other vacancy on the Gymkhana Sub Committee as it may occur. They may also co-opt additional Members or appoint from their number or from Members of the Club such Sub-Committees as they consider necessary.
8. Minutes shall be kept of Meetings held by the Gymkhana Sub Committee where a quorum is present. The quorum for the meetings shall be six Members. The minutes shall be circulated to the Main Committee for information and/or approval as the case may be.
9. The Main and the Gymkhana Sub Committee shall be empowered to confer Honorary Gymkhana Membership on visiting players participating in organized sports and games under the control of the Gymkhana Section, provided that the period of Membership shall extend only for such periods as such sports and games may be in progress. Eligibility for Membership of the Club shall not be required.

Such Members shall not be permitted to enter the main building of the Club and shall be subject to such regulations as may from time to time be made by the Committee and the Sub-Committee of the Gymkhana Sections in accordance with these Rules and Bye-Laws.

The names of such Members shall be entered in the books provided for that purpose and shall be supported by the signature of an official of the responsible Section.

10. Sub-Sections of the Gymkhana Section shall from time to time, and subject to the approval of the Gymkhana Sub Committee and the Main Committee, make their own Bye-Laws and may from time to time amend such Bye-Laws; and all such Bye-Laws, with any amendments thereto properly approved, shall be exhibited on the relevant Notice Boards.

## **B PAVILION**

1. All classes of Members of both the Club and the Kongonis Cricket Club shall be entitled to use the Pavilion and shall be entitled to introduce guests except on such days as may be notified on the Notice Boards.
2. Children under 8 years of age (in accordance with the Rules of The Club) shall not be permitted to enter the Pavilion.
3. The Braimbridge Room in the pavilion shall be reserved.
  - (a) For the use of the Members of the Main and Gymkhana Sub Committee of the Club and for the Members of the Committee of the Kongonis Cricket Club and their guests.
  - (b) For any Meeting of the above Committee and their Sub-Committees
  - (c) For any purpose as shall from time be approved by the Main Committee.

## **VIII MOBILE PHONES**

1. The Club endeavours to provide suitable facilities for use by Members and their guests. However each Member is expected to extend utmost courtesy to other Members while on the Club premises. In order to minimise interference or disturbance of other Members or their guests all Members or their guests shall ensure that:-
  - a) They switch off their cellphone/mobile phone before entering the Club premises. Alternatively, the phone may be placed on silent, discreet or vibration mode.
  - b) While on the Club premises, any verbal communication on a mobile phone/cellphone is absolutely prohibited; and any Member who allows and permits or lets his/her set to ring or who audibly speaks on his/her set shall be liable to such fine as may be determined by the main committee from time to time.
  - c) A member shall be liable to pay a fine in the event that the infringement of this rule occurs on account of acts committed by his/her guest.

Provided however, that a Member shall not be deemed to be in contravention of this rule if he/she ensures that his/her cellphone is on silent or discreet mode which does not cause any audible disturbance to other Members on the Club premises. In this regard, Members may receive or transmit short messages services (sms) or multimedia messaging service (mms).