

# **MFT SELF HELP GROUP**

## **CONSTITUTION (AMMENDMENT 1/2018)**

### **ARTICLE 1: NAME OF GROUP**

The Group will legally be known as *MFT SELF HELP GROUP*

### **ARTICLE 2: REGISTRATION**

MFT Self Help Group was registered on 23<sup>rd</sup> December 2013 with Registration Number *DGSD/KKY/6377* as a Self Help Group under the Ministry of Labour, Social Security and Services.

### **ARTICLE 3: OBJECTIVES**

The Objectives of the group shall be:

- Social Welfare
- Savings and Revolving fund
- Borrowing Funds from financial Institutions
- Income Generating activities
- Land Investments

The Self-help group shall be Non-Political and Non-religious inclination.

## **ARTICLE 4: MEMBERSHIP**

Any Person to be considered for membership should meet the following criteria for acceptance:

- ❖ Be a Kenyan Citizen of Sane and Sound Mind
- ❖ Be of 18 Years and Above
- ❖ Be of good Conduct
- ❖ Be a Monogamist: Must let the group know who comprises of his nuclear family.
- ❖ Be able to read, understand and conform with the constitution of MFT Self Help Group
- ❖ Maximum MFT Membership number shall consist of Twenty Members.

Member Registration fee is **KShs. 5000/=** Non-Refundable

There will be monthly contribution of KShs. **1500 /=-**

## **ARTICLE 5: OFFICE BEARERS**

The Office bearers shall be:

- The Chairperson
- The Vice Chairperson
- The Secretary
- The Vice Secretary
- The Treasurer

## **ARTICLE 6: DUTIES OF OFFICE BEARERS**

### ***Chairperson***

- Shall Chair and guide all the meetings including the general meeting.
- Enable Discipline among the group
- Oversee the group welfare
- Shall be the custodian of all the official documents
- He shall be groups signatory in all undertaking, agreements and banking transaction

### ***The Secretary***

- Prepares minutes of all meetings
- Shall deal with correspondence of the group. In urgent matters he/she may consult the chairman and the treasurer
- She/he will be the custodian of all records and meeting proceedings
- Prepares and delivers any advice, notes to members in liaison with the chairman
- Shall be a signatory in groups undertaking, contracts, agreements and bank transactions.

### ***The Treasurer***

- Receive and maintain all liquid cash and issue receipts when necessary
- Enable Banking Services
- Prepares Cash Books Ledger books etc.
- Prepare and maintain financial reports
- Avail financial position on request
- Shall be a signatory in groups undertaking, contracts, agreements and bank transactions.
- Shall be accountable for the funds contributed.

### **ARTICLE 7: TENURE OF OFFICE/ELECTION**

- ❖ Tenure of office shall be 2 Years after which elections take place in Annual General Meeting
- ❖ Any official not discharging his/her duties satisfactorily can be replaced by members before end of tenure in a Special AGM with a 2/3 resolution. Also as per article 8.
- ❖ No member can be elected as an official unless he/she has been a member for at least 6 months.
- ❖ Mode of Election shall be through secret ballot

## ARTICLE 8: TERMINATION/RESIGNATION OF MEMBERSHIP

Membership shall be terminated by the disciplinary committee under the following grounds:

- ❖ Gross misconduct contrary to the groups' agreed code of conduct.
  - ❖ Achieves 3 consecutive absenteeism without apologies. Dismissal letter to be in writing
  - ❖ Any other ground discussed and agreed by two thirds of the members
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- Member has a right to **voluntary resignation** or **Withdrawal** with 3 months' notice in writing.
  - Termination of a certain member **must** be discussed by members beforehand with 2/3 majority approval
  - **Terminated member** can cannot be re-admitted but a member who withdraws voluntary can apply for re-admission and pay the prevailing membership fees and will be treated as a New Member. Re-admission is on a discretionary basis.
  - In case of termination the member shall be repaid/cleared only if his/her savings are not in line with incurred investment.
  - In circumstances where the savings are not already in an investment, he/she will be refunded after 3 months from the date of termination with **10%** deducted from savings and share costs incurred in running the group.

**Clause 8B:** Where there is an investment in place at the time of a member's voluntary withdrawal, the member shall be required to offer the shares for other members to purchase or opt for clause 8c only in case of land.

**Clause 8C:** For Land in reference to **clause 8B**, A member who voluntarily withdraws and does not wish to surrender shares as per clause 8b above after land purchase and before subdivision to individual members, **KShs. 5000** yearly paid in advance applies for record maintenance until subdivision is done. This attracts an accumulated interest of 10% yearly. This clause only applies Voluntary Withdrawal.

**\*Terminated Member has no choice but to surrender the shares to the group which shall offer them up for sale. This does not apply to titled property in the terminated members' name.**

## ARTICLE 9: FINES

- ❖ Lateness will attract a fine of 200/=
- ❖ If a member fails to attend meetings without apology, fine of Ksh. 300 (Apology only applies to diseases, deaths, school meetings and any reasons as members may approve.
- ❖ Drunkenness is totally prohibited and if found drunk in the group a fine of Ksh. 500
- ❖ Phones to be silent mode. If not when the meeting is in progress, fine of Ksh. 100
- ❖ Failure to contribute three consecutive months, warning letter and if to continue savings, a fine of Ksh. 500 applies

## **ARTICLE 10: MEMBERS FINANCIAL SUPPORT**

- Medical assistance for inpatient for member's nuclear family
- Assist in funeral expenditure resulting from death of a member, death of a member's offspring and death of member's parents.
- No financial support will be offered to the extended family whatsoever.
- The Maximum support shall be Ksh. 1000 Per Member towards the support.

## **ARTICLE 11: NOMINATION OF A REPRESENTATIVE**

- A member has the right to nominate a person to act as his/her representative towards group meetings.
- This can only be applied due to incapacitation, sickness, old age and relocation
- For one to be approved as a representative of a registered member he/she must be 18 years of age and can be only the nominated Next of Kin or Spouse.
- The approval for the respective can only be made by a 2/3 majority.
- This should be through Writing, signed and copy of National ID of both Attached.

## **ARTICLE 12: MEETINGS**

- ❖ Meetings of the group shall be held every Saturday of the month.
- ❖ Annual General Meetings shall be held annually
- ❖ The Chairperson shall communicate meeting centers prior to meeting.
- ❖ The Officials have the right to call special meetings when need arises.
- ❖ Meetings shall be between 5.30 PM and 7.30 PM unless communicated otherwise.

## **ARTICLE 13: BANK ACCOUNTS**

- The Bank account (s) shall be maintained by the Chairman, Treasurer, Secretary

- The chairperson, the treasurer and the secretary shall be the signatories
  
- Bank Account shall be maintained at Jamii Bora Bank until any change is agreed by 2/3 majority when need be.

#### **ARTICLE 14: NEXT OF KIN**

- ❖ The Next of Kin shall be trusted person appointed by member in case of death
- ❖ Every member to submit the details of the next of Kin including National ID, Phone Number and Address for filing.

#### **ARTICLE 15: SHARE CERTIFICATE ON INVESTMENTS**

- ❖ For one to legally have a share of any investments, the group shall issue a fully signed share certificate. This applies to land.
- ❖ A member shall have to present this certificate at all times when requested.
- ❖ Any member who joins the group after certain projects have already been undertaken, he/she will not have share to the completed projects. He/she will be only entitled to subsequent investments.
- ❖ Shares are non-transferable. You can only sell them to the group members or unless amended.

#### **ARTILE 16: MISAPPROPRIATION OF FUNDS**

Misuse of the society's funds attract the following penalties

- ❖ 10% deduction of a members contribution
- ❖ Full repayment of the misappropriated funds/value of them
- ❖ Legal consideration and subsequent legal fees

All of the above at the two-thirds member's discretion.

### **ARTICLE 17: DISCIPLINE**

- ❖ All members are expected to conduct themselves in an orderly manner
- ❖ The current chairperson to be respected during meeting sessions.
- ❖ In case of heightened disagreement between two or three members, the group has the right to form a disciplinary committee for arbitration. Committee to consist of 5 members.
- ❖ Warning letters and dismissal can be issued when need be.

### **ARTICLE 18: COSTS AS TO THE RUNNING OF GROUP.**

The costs as to the running of the group shall be deducted from the member's contributions and the same recorded in yearly statements.

In case of emergencies, the officials have the right to use personal funds and the same refunded in next meeting.

### **ARTICLE 19: CONSTITUTION**

All members agree to abide by the rules and the regulations of this constitution and agree to follow it to the later.

This constitution will not apply retrospectively.

### **ARTICLE 20: AMMENDMENT**

The above constitution is subject to change through member's authority in consensus with 2/3 of the members; any amendment cannot be implemented without prior consent in writing and signed by the Three Office Bearers.

**ARTICLE 21: DISSOLUTION**

The working committee shall not be dissolved except by a resolution passed at the General meeting of the members by vote of 2/3 majority of the members present. The quorum of the meeting will be 2/3 of all the members.

The group will legally stand dissolved only pursuant to the existing laws of the Republic of Kenya.

**ARTICLE 22: ARBITRATION OF DISPUTES**

- ❖ In case of disputes, the group shall employ the internal mechanism of arbitration including employing services of a professional arbitrator.
- ❖ Disputes that have been unresolved internally will be referred to the District Social Development Committee.

Dated .....

Signed By

Chairperson

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Secretary

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Treasurer

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