

**THE CONSTITUTION OF SOUTH EAST & KENT KENYANS DIASPORA ORGANISATION.**

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## 1 Name of Community Based Organisation (SEKK.ORG)

1.1 The name of the Community Based Organisation [SEKK.ORG] was proposed and agreed to be **South East & Kent Kenyans** and hereinafter referred to as **‘SEKK’** in abbreviation.

## 2 Purpose of this Constitution

2.1 The purpose of this constitution is to form a legal association, the SEKK.ORG, being:

2.1.1 A not-for-profit organisation.

2.1.2 Based within the communities of Diaspora Kenyans who are both citizens and residents residing within a given geographical span and their friends or supporters.

2.1.3 As aforementioned, the geographical locations covered by South, East London and Kent regions of England, hereinafter referred to as the **‘Service Area’**.

2.1.4 Which has the mandate of 80% of participating memberships a percentage of members within the stated Community that agreed to enter various partnership in provision of social and welfare services amongst themselves and aggregable stakeholders in private and charitable sector.

## 3 Vision, Aims & Core Values of the SEKK

3.1 SEKK’s overarching **vision** is *‘to unite and support Kenyans residing in South, East and Kent by bringing them together to collectively respond to challenges facing them as a community’*.

3.2 SEKK’s **mission** is *‘to create support networks and various platforms that will engage and empower group members to maximise their lives through fulfilling their potentials’*.

3.3 The aims and objects of SEKK are herein as following:

3.3.1 To facilitate integration and foster social inclusion by encouraging members to actively contribute in giving back to the British/Kenyan society as their newfound home and country and give back to our community back home through charity.

3.3.2 To collectively advance and transform the lives of SEKK members through various empowerment programmes.

3.4 The **Core Values** of the organisation:

3.4.1 We were founded as faith-based community organisation that adheres to Christian values but welcomes, respects and works with people of all other faiths.

3.4.2 We uphold the Kenyan cultures and advance them as our heritages together with Swahili as our national language.

3.4.3 Integrity, we seek to conduct affairs of our group in an honest, transparent and ethical manner.

#### **4.0 Objects of SEKK:**

4.1 To facilitate education and inform the community through various channels, media, seminars, conferences & campaigns to help them overcome barriers to integration and social exclusion.

4.2 Advocating and offering legal advice to help protect member's rights and assist them in obtaining their entitlements immigration settlements, housing rights, employment laws etc.

4.3 To run specific programmes through various committees targeted at the prevalent needs of vulnerable members of our group such as youth, women and the elderly. To empower this category of our members to improve their quality of life and poverty alleviation.

4.4 Guiding, signposting and offering welfare support to group members undergoing difficulties whether socio-economic i.e. bereavement or health issues.

4.5 Improving access to social and health services offered by statutory organisations like local councils and NHS for our members' group who are from BAME [Black and Minority Ethnic] who are often affected by various inequalities in services.

#### **5 Area of Operation**

5.1 SEKK will only undertake activities in the above-mentioned Service Area.

5.2 The area within which SEKK will be entitled to seek contributions or raise funds will include the entire areas of United Kingdom.

#### **5 Application of Legislation to this Constitution**

5.1 This constitution is subject to the regulations and **Charities Act 2011**. It consolidated the bulk of the **Charities Act 2006**, outstanding provisions of the **Charities Act 1993**, and various other enactments.

5.1.1 This constitution will be also subject to Charity reporting and accounting: the essentials (CC15b) post the SEKK.ORG registration. This will entail what trustees need to do when preparing trustees' annual reports, accounts and annual returns for accounting periods ending on or after 1 April 2009.

#### **6 Members of the SEKK.ORG**

6.1 Membership of SEKK is to herein made up of individual members (the 'Members') who request and are accepted through a registration process that includes a payment of

a one off none refund **£20** registration fee and subsequently monthly contribution of **£10** or in accordance with clause 6.1 of this constitution.

6.2 The Members of SEKK are the members who have been duly registered and have been allocated exclusive membership number according to the clause 6.1 of this constitution and who's their names appear in Annexure 2 of this constitution.

6.3 Membership will be effective from the date of registration by the Member according to this constitution and for the fix term of the lifelong existence of the organisation.

6.4 Out of area memberships: considerations for people living outside of SE and Kent was agreed upon and that they can join the group, if they **will** attend any of the general meeting **and** plead their case which would be decided on a case by case basis.

6.5 Non-Kenyan spouses are to be regarded as fully Kenyans by the virtue of their husbands or wife's status, but in order to access member's benefits they must register individually as members.

6.6 The institutional members led by the Chair and other officers of the organisation in a General Meeting may agree to open a new phase of registration of further individual Members from time to time as it is dimmed the growth can be effectively managed.

6.7 The paid up SEKK membership has entitlements and privileges as stipulated in detailed in sec 14.0 of this constitution titled 'Duties and Obligations of SEKK' to its membership.

6.5 The institutional members of the organisation may call on the entity of SEKK to cancel the membership of any Member who breaks the rules and regulations of this Constitution.

6.9.4 Institutional members may be resigned if he or she would be disqualified in terms of the Charity Commission Act, from acting as an officer of a Charitable organisation,; or

6.9.5 If he or she is removed by a decision of the members of the Community in a General Meeting or in terms of a resolution passed in accordance with the provisions above.

## **7 Composition of the SEKK**

7.1 As a Community Based Organisation, SEKK will be made up of at least .....(state minimum number in words and figures, being not less than three (3) persons) and not more than .....(state maximum number in words and figures, being not less than three (3) persons) persons, who will be elected / nominated by the members of the Community in a General Meeting.

7.2 In the General Meeting, the members of the Community will be required to identify and appoint a Chairperson, a Secretary and a Treasurer. There must be agreement that where possible, persons elected to these offices should have the necessary skills to perform their specific functions and/or must be willing to undergo training to perform such functions.

7.3 Chairman and a committee will have the power to appoint one other person to act as his or her alternate, during a temporary absence or inability to act. [The alternate must not be disqualified from acting under this Constitution and must have been approved by a majority of the remaining Members of the SEKK.ORG.](#) The alternate will be entitled and required to exercise all powers, and authorities of such Member whom he or she represents, subject to any specific limitation confirmed in writing by the Member whom he or she represents.

## 8 Annual General Meetings

8.1 SEKK as a community-based organisation will call an **Annual General Meeting** of the members of the Community within fifteen (15) months of the adoption of this Constitution. Thereafter Annual General Meetings will be held during the **First Week** of every **April** annually.

8.2 SEKK as an organisation will give all members of the Community at **least fourteen (14) days prior notice** of any such meeting. Notice of Meetings will be delivered personally, sent by prepaid registered post, addressed to the last address notified by each person concerned or put on a community notice board.

8.3 The business of an Annual General Meeting will among other matters include:

8.3.1 The presentation and adoption of the **Annual Report**.

8.3.2 The presentation and adoption of the **Annual Financial Statement**.

8.3.3 The presentation and adoption of the **Annual Budget** including an annual activities budgets and pay outs towards bereavements.

8.3.4 The election or nomination by the members of the Community of the individual Members to serve on the SEKK.ORG when the Members' fixed term has expired or when a Member's position becomes vacant.

8.3.5 (State any other matters as may be appropriate)

## 9 Other General Meetings

9.1 Other General Meetings of the Community ("General Meetings") will be convened at the request of: Chairman

9.1.1 any Member of the SEKK.ORG.

9.1.2 any ten (10) individual members of the Community.

9.2 Any General Meeting other than the Annual General Meeting will be convened on not less than fourteen (14) days written notice to the members of the Community and such notice will in broad terms advise them of the business to be attended to at the meeting.

## 10 Resolutions, Voting and Powers at Annual and General Meetings

10.1 At the Annual General Meeting and all other General Meetings, a resolution put to the vote of a meeting will be decided by a majority decision of the members of the Community present at the meeting.

10.2 A quorum to constitute an Annual General Meeting or other General Meeting of the Community will be the lesser of –

10.2.1 six committee members of the leadership; or

10.2.2 Twenty-Five and 25% percentage of the membership of the organisation.

10.3 A properly announced Annual General Meeting or other General Meeting of the members of the Community, at which a quorum is present, will be able to exercise all or any of the powers, authorities and discretion of the members of the Community as set out in this Constitution. A Chairperson will be appointed at the meeting by decision of those present.

## **11 Procedure to be followed at SEKK Meetings**

11.1 The SEKK.ORG has the power to conduct its meetings and perform all other necessary functions provided that:

11.1.1 The Chairperson may at any time convene a meeting of the SEKK.ORG and will have to do so if called upon by any two (2) Members of the SEKK.ORG.

11.1.2 The quorum necessary for decisions of the SEKK.ORG shall be (state number of Members in words and figures) Members.

11.1.3 At meetings of the SEKK.ORG, each Member shall have one (1) vote.

11.1.4 Questions arising will be decided by a majority of votes and in the event of an equality of votes the Chairperson will have a second or casting vote.

11.1.5 Proper minutes of the proceedings and a record of all persons present at each meeting of the SEKK.ORG will be kept. The minutes will be signed by the Chairperson, or deputy, and will be available at all times for inspection or copying by any member of the Community.

11.1.6 A resolution signed by all the Members of the SEKK.ORG will be as valid as one passed at a duly convened meeting of the SEKK.ORG.

11.1.7 The SEKK.ORG may delegate any of its powers to a SEKK.ORG Member, a subcommittee of the SEKK.ORG, to a special purpose committee, or to a competent employee whenever appropriate. This Member, employee or Committee will, exercise his or her functions, according to any regulations and procedures that may be required by the SEKK.ORG.

## **12 Finances of the SEKK.ORG**

12.1 The funds of the SEKK.ORG, which includes all capital and accrued income to be administered by the SEKK.ORG (the 'Funds'), may be increased with donations, assets and/or property from any source.

12.2 The financial year of the SEKK.ORG shall be from the first day of April to the last day of March.

## **13 Powers and Authorities of the SEKK.ORG**

13.1 The SEKK.ORG will have all the power and authority necessary and appropriate to effectively administer the SEKK.ORG and promote its objects and purposes, subject to the provisions of this Constitution, including the following: Call General Meetings

13.2 To decide when General Meetings should be called, and the business of such meetings. Property and Assets

13.3 To administer the organisation's Whatsapp Group and other social media with the Group's co-ordinator as the authorized person to manage the posts and to administer any disciplinary actions on any violations.

13.4 On **FORWARDS**, such are not accepted whether they are relevant to some of the group member's circumstances. Postings **MUST** not only be relevant to the group but **MUST** involve the sender directly in one way or the other.

13.5 **SUSPENSIONS:** Any breaches due to an unbecoming behaviour will attract a warning with **3 months** suspension which if breached will be regarded as **gross misconduct** which will leave one with no option but to be **expelled**.

13.6 To obtain or administer property or assets of the SEKK.ORG for the benefit of the Community.

## **Finances and Fundraising**

14.1 The leadership has the mandate of seeking and accepting donations and contributions for and behalf of SEKK.ORG; provided that the Charity Commission has given us the authority that all the funds raised are to go towards helping the organisation in fulfilling her objectives.

14.2 To spend the Funds of the SEKK.ORG in undertaking projects for the Community provided that the projects fall within the objects of the SEKK.ORG. In applying the Funds and undertaking projects for the Community, the SEKK.ORG will always consider the wishes and needs of the Community, as expressed democratically at meetings of members of the Community.

14.3 To pay any amount as the SEKK.ORG considers necessary to meet its objectives.

14.4 If necessary, to take legal steps to recover monies owing to the SEKK.ORG by the Community or other persons or bodies.

14.5 To appoint an auditor if required. Contracts and Partnerships

14.6 To join with other bodies having the same or similar objects as the SEKK.ORG and to enter partnerships or joint ventures to achieve the objects of the SEKK.ORG.

14.7 To enter into service partnership with likeminded organisations or bodies for the provision of socio-economic or welfare services to the Community in our stated Service Areas.

14.8 To enter into contracts with private companies that want to give back to the community as part of their corporate social responsibility [CSR] but with overall interests of the organisation and its membership.

14.9 In consultation with the Community, to decide on the policy and criteria for awarding contracts for items and services financed by the Funds.

14.9.1 Subject to provisions set out above, to appoint agents, contractors and consultants to provide specialist advice and support.

#### **14 Duties and Obligations of the SEKK.ORG**

14.1 In undertaking its duties the SEKK.ORG shall pay out the following in cases of bereavement in member's family. A member would receive **£500 plus donations in kind** financial support from the Group. These monies would only be paid out if the bereavement was for a direct family member (Father, mother, husband, wife, children, brother or sister). If there is more than one family member in the group (for example a brother and sister), there would still be only one payment of **£500** to the family.

14.2 In case of a loss of a member, it was agreed that in case of passing of one of the SEKK members, financial support would increase to **£1000**

14.2.1 In undertaking its Obligations the SEKK.ORG will take the following into account:

14.1.2 The availability of resources.

14.1.3 The need for an equitable allocation of resources to all Community members in the Service Area.

14.1.4 The need to regulate access to the services in an equitable way.

14.1.4 The nature AND zoning and situation of the Service Areas.

14.1.5 the right of the SEKK.ORG to recommend limitation or discontinuity of provision of services.

14.1.6 the need to ensure that procedures for limiting or discontinuing services provided by the SEKK.ORG to any Community member within the Service Area are on a fair and equitable basis.

14.1.7 On monthly contributions, if a member misses the monthly contributions for a total of **4 months**, their benefits will be frozen, and they will be given **2 months cooling off** period.

14.1.8 However if their monthly contribution lapses for over 8 months, the treasury team will listen to their mitigating circumstances and a decision shall be reached on whether they can be assisted or discontinued.

14.1.9 that the SEKK.ORG may not unreasonably exclude any Community member from access to services provided by the SEKK.ORG.

14.2 The SEKK.ORG will have the duties and obligations described below:

14.3 To comply with the bylaws and all the requisite policies in operation for all organisations in charity sectors in fulfilling any function related to the provision of community services.

14.4 To deposit on receipt all monies in a suitable account opened in the name of the SEKK.ORG, with a registered Bank or Building Society, which falls within the definition of



a Financial Institution as defined in the Financial Institutions (Investment of Funds) Act No.1 of 1984.

14.5 To ensure that the assets and Funds of the SEKK.ORG shall be utilised solely in the furtherance of the SEKK.ORG's objects.

14.6 To compile budgets for the SEKK.ORG to be approved at a General Meeting.

14.7 To ensure that no funds are paid or transferred, directly or indirectly to any of the members of the SEKK.ORG by way of profit distribution. However, the SEKK.ORG may make payment in good faith to any person (including a member) of reasonable remuneration for services rendered to the SEKK.ORG and reimbursement of actual costs, expenses and commitments reasonably incurred on behalf of the SEKK.ORG.

14.8 To keep the Community informed about all funds received, on a regular basis and on request for information by the Community

14.9 To present the annual financial statement of the SEKK.ORG for the preceding financial year at the Annual General Meeting of the SEKK.ORG, including the full details of:

14.9.1 all income received; 14.9.2 any remuneration paid by the SEKK.ORG to Members and employees of the SEKK.ORG.

14.9.3 the balance of funds within the SEKK.ORG at the end of the financial year.

14.10 To submit the annual financial statement and all financial records for an independent review if required by either the Municipality or two thirds of the members present at the Annual General Meeting.

14.11 To present the annual report of the SEKK.ORG at the Annual General Meeting of the SEKK.ORG, including the full details of:

14.11.1 all projects undertaken and related progress; 14.11.2 all services provided to the Community.

14.11.3 benefits from the projects and/or services.

14.12 To keep good records of all operations and activities being carried out with the Funds and to ensure that the records are available for inspection by the Municipality or any member of the Community for a period of at least three (3) years.

14.13 To furnish the Community with information reasonably requested with regard to the progress of projects or provision of services undertaken by the SEKK.ORG and the general status of the Funds of the SEKK.ORG.

14.16 To act on behalf of the Community, as the representative of the Community in any matters related to the provision of services, particularly in terms of relations with the Municipality and other government departments.

14.17 To plan, manage and maintain work carried out within the context of any project, provided that the Community is consulted in this regard when necessary.

14.18 To ensure that any tenders are competitive, open, fair and equitable to all interested parties.

14.19 Where necessary, to ensure that contractors to whom contracts are awarded:

14.19.1 are insured and remain insured in terms of contractors-all-risk insurance policies.

14.19.2 provide an acceptable performance guarantee that guarantees the completion of the contract.

14.20 To insure and keep insured, at replacement value, the SEKK.ORG's interests in any project against any risks as may be necessary. To insure and keep insured, at replacement value, all assets and equipment belonging to the SEKK.ORG, against risks.

14.21 To ensure that Members of the SEKK.ORG perform their duties with honesty, care and diligence and disclose any conflict of interest to the other Members.

## **15 Indemnity [Public liability insurance]**

15.1 The SEKK.ORG will pay all costs and expenses, which any such person may incur through a contract or deed done in the discharge in good faith of his or her duties on behalf of the SEKK.ORG.

15.2 Members of the SEKK.ORG or other office bearers of the SEKK.ORG will only be liable for loss or damage occurring in the execution of his or her duties if it arises as result of dishonesty, or the failure to exercise the degree of care, diligence and skill required by law.

15.3 No Member of the SEKK.ORG will be liable for the acts, receipts, neglects or defaults of any other Member or office bearer.

## **16 SEKK.ORG Discretion**

16.1 Where discretion (freedom to act or decide) is given to the Chairman or the leadership of SEKK.ORG in this Constitution, such discretion will be complete and absolute; provided that 'he or she' and 'leadership' of SEKK.ORG acts in the overall interests of the Community and in line with the stated objectives of the SEKK.ORG.

## **17 Signatures**

17.1 All cheques, promissory notes, and other documents requiring signatures on behalf of the SEKK.ORG, will be signed by two (2) Members of the SEKK.ORG one (1) of whom must be the Treasurer or his/her delegate.

## **18 Legal Personality**

18.1 The SEKK.ORG will have a legal personality, perpetual succession (it will continue to operate when the Members change) and may sue or be sued in its own name.

## **19 Amendment of the Constitution and Dissolution of the SEKK.ORG**

19.1 A two thirds decision of the members of the Community in a General Meeting may call on the SEKK.ORG to:

19.1.1 Amend the terms of this Constitution.

19.1.2 Amend the name of the SEKK.ORG; and

19.1.3 Dissolve the SEKK.ORG and terminate this Constitution,

19.1.4 Provided that

19.1.4.1 Any General Meeting called for the purposes of taking such a decision shall require that all members of the Community are given fourteen (14) days written notice of such a meeting and the intention to vote on such decision,

19.1.4.2 The quorum for such meeting shall be 25% of Community members present at the meeting.

19.1.4.3 A resolution signed by six members of the Community may also record such a decision.

## **20 Dispute Resolution**

20.1 Any dispute arising out of any of the provisions of this Constitution, which cannot be resolved through negotiation by the parties involved, will be referred to a General Meeting for discussion and resolution. Should the dispute remain unresolved, it may be referred to:

20.1.1 the Municipality for resolution in accordance with the provisions of the contract between the Municipality and the SEKK.ORG; or

20.1.2 some other suitable mediator as the parties may determine.

## **21 Termination**

21.1 On dissolution of the SEKK.ORG, after provision is made for the payment of all debts and obligations of the SEKK.ORG and the costs of dissolving the SEKK.ORG, all rights and obligations of the surplus income and assets of the SEKK.ORG will be transferred either to –

21.1.1 the State, or

21.1.2 another SEKK.ORG or institution with objects similar to those of the SEKK.ORG, or

21.1.3 any one or more institution, which is or are ecclesiastical, educational and/or charitable institutions within United Kingdom, which are themselves in terms of section 10(1)(f) of the Income Tax Act exempt from income tax and donations tax and which are registered as fundraising organisations in terms of the Fund-raising Act.

**Annexure 1:** Mandate from the Community The mandate from the Community, for the SEKK.ORG to enter into a municipal service partnership for the purposes of providing water services (include other services if applicable) to the Community was obtained by the following means: (State how the SEKK.ORG obtained a mandate from the Community. For example: -

51% of households in the Community endorsed the SEKK.ORG as the preferred services provider for the provision of water services in a General Meeting where two thirds of the households in the Community were present at the General Meeting.

OR - A majority decision of members of the Community present as General Meeting (which constituted a quorum) was taken to mandate the SEKK.ORG to enter into a municipal services partnership with the Municipality for the purposes of providing water services