

EAST AFRICA KENNEL CLUB

Constitution



Constitution

Article 1. Title

The name of The Club shall be The East Africa Kennel Club, hereinafter called The Club. East Africa shall be deemed to mean for the purposes of this constitution and Rules Kenya, Uganda, and Tanzania.

Article 2. Affiliations

The Club is autonomous and non-political. It is in reciprocation with the Kennel Club and may affiliate with any other Canine body having similar objects.

Article 3. Objects

The objects of The Club are to advance and protect the interest of purebred dogs of all breeds by encouraging their keeping, breeding, improvement, and importation, and to do all such, other lawful things on a non-profit making basis which are, incidental or conducive to the attainment of these objects inter alia:

- a) As the registry agency for purebred dogs in East Africa
 - i. To classify breeds.
 - ii. To make rules and regulations for registration.
 - iii. To maintain records of registration, pedigree, transfer and to issue certificates thereof.
- b) To frame and enforce rules and regulations for, and to promote, organise and licence shows, field trials, working trials, matches and obedience tests.
- c) To approve judges for shows, trials and tests held under its jurisdiction.
- d) To record the results of competitive events held under its rules.
- e) To award Challenge and Champion Certificates and Challenge Trophies.
- f) To adjudicate on charges of infringement of Club Rules and Regulations and imposition of penalties.
- g) To arbitrate in case of dispute.
- h) To register canine associations, Clubs and Societies.
- i) To publish records or other relevant material as the Council may direct.
- j) To provide offices for the transaction of Club business and premises for shows, tests, trials, and instruction.
- k) To employ staff as necessary to carry out the objects of The Club.
- l) To invest monies of The Club in such securities as the Council and Trustees may determine and/or borrow any monies required for the purposes of The Club upon such terms and securities as the Council and Trustees may determine.

Article 4. Membership

- a) The Club shall consist of 200 Full members and an unlimited number of Associate Members.
- b) Voting Members shall comprise of Full Members, Life Members, Honorary Members, Honorary Life Members, Corporate Full and Senior members.
- c) Non-voting Members shall comprise of Associate Members, Corporate Associate and Junior Members.
- d) Persons making application for Membership shall by such act be deemed to have agreed, if elected to be bound by the constitution, Rules and Regulations of The Club and to have acquiesced that Council shall be the sole authority to rule and govern The Club. Persons offered Honorary Membership shall by their acceptance of such offer, be deemed to have agreed and acquiesced on the same terms as elected Members.

Article 5. Patron

The Club may from time to time by resolution in a General Meeting, elect Patrons who shall, ipso facto, become Honorary Members.

Article 6. Election of Members

The election of Members of The Club, in all categories is vested solely in The Council hereinafter defined.

Article 7. Officers of The Club

There shall be

- A Chairperson
- Two Deputy Chairperson
- Not less than two (2) or more than three (3) Trustees
- Honorary Treasurer

Article 8. Election of Officers

A nomination for Chairperson and Deputy Chairperson shall not be accepted unless the nominee is serving or has served on Council within the preceding five (5) years.

- a) The Chairperson shall be elected by Members in Annual General Meeting, shall hold office for a period of two (2) years and shall be eligible for re-election for periods of office of one (1) year. A Chairperson who is not re-elected shall become an ex-officio Member of the Council for the ensuing period of two (2) years.
- b) The Deputy Chairmen shall be elected by Members in the Annual General Meeting, shall hold office for a period of two (2) years and shall be eligible for re-election for periods of office of two (2) years. One Deputy Chairperson shall be elected each year.
- c) Trustees shall be elected by Members in the Annual General Meeting to serve for a period of six (6) years, but every two or three years, the longest serving trustee shall retire in order to secure continuity. A retiring Trustee shall be eligible for re-election. Failing agreement on the order of rotation among trustees of equal seniority the matter shall be determined by lot.
- d) The Treasurer shall be elected by Members in the Annual General Meeting, shall serve for a period of one year and shall be eligible for re-appointment without election for further periods of one year subject to Council confirming the re-appointment in the first notice for the Annual General Meeting. If no nominations are received by the due date Council shall be empowered to appoint a treasurer.
- e) Nomination for election as an Officer of The Club shall be open to all eligible voting Members and made in writing to the Executive Officer not less than 21 days before the date of the Annual General Meeting. Such nominees shall be supported by at least six (6) further voting Members. The nominees shall submit willingness to stand for election.
- f) Nominations for Chairperson or Deputy Chairperson shall be accepted subject to the condition that the nominee agrees that his or her name shall automatically go forward to the ballot for Members of Council if not elected as an Officer and if elected as a Member of Council shall serve in that capacity
- g) For any nomination for post *of Officer*, no voting member shall be permitted to sign more than one candidate's nomination form for the same post.
- h) Should any Officer cease to be ordinarily resident within east Africa, or become bankrupt, or cease to be a Member of The Club, his office shall be deemed vacant.
- i) During any temporary absence of the Chairperson, from East Africa, or in the event of absence due to illness or other cause, Council may at its discretion elect one of the Deputy Chairmen to act as Chairperson. During the temporary absence of any other Officer, other than the Hon. Treasurer, the Council shall elect any Member of Council to fill the vacancy. During any temporary absence of the Hon. Treasurer the Council shall elect any Member of Council or any voting member of The Club to fill the vacancy.

Article 9. Council

- a) Council shall consist of the Officers, eight other elected Members and not more than two co-opted Members as provided for hereunder.
- b) The eight other elected Members shall be Voting Members and shall be elected by Voting Members in the Annual General Meeting. They shall be elected to serve for two (2) years with four to retire each year. Retiring Members shall be eligible for re-election.
- c) Nomination for elections to Membership of the Council shall be made in writing to the Executive Officer not less than twenty-one (21) days before the date of the Annual General Meeting and such nomination shall be proposed and seconded by two voting Members. The nominees shall submit with their nominations a declaration of their willingness to stand for election.
- d) The Council shall be empowered to co-opt up to two (2) additional voting Members to sit on Council or any of the Permanent Committees, such appointments to terminate at the next Annual General Meeting.
- e) At all Physical, virtual and hybrid meetings of the Council, any questions arising shall be determined by a simple majority of votes, and in the event of an equality of votes being cast, the Chairperson of the meeting shall have a second, or casting, vote. A ballot shall be taken at the request of any two members.
- f) Any Member who shall fail to attend any three (3) ordinary meetings of the Council in any one (1) year without apologies or due notice shall, ipso facto, cease to be a Member of the Council, but the Council shall have the power to reinstate any such member, or to give consent to the absence of the member.
- g) During any temporary absence from East Africa, or in the event of absence due to illness or other cause of any Council Member other than an Officer, Council may appoint any voting Member of The Club to fill such casual vacancy for a period of service until the following Annual General Meeting. Any Member so appointed shall confirm his acceptance of the appointment in writing or such appointment shall be void.
- h) Any vacancy caused by a non-retiring Member of Council being unable to carry out the second year of his or her term of office shall be filled at the time following Annual General Meeting by the Voting Members electing a Voting Member to serve for one year only. Nomination of such candidates shall be as in sub clause (c) above.
- i) After the ballot for Members of Council the Chairperson shall declare the vacancies filled in order of numbers of votes cast for each candidate.
- j) If any Officer or Council member resigns for any reason other than those mentioned above, they may not reapply for election to Council in any capacity for 5 years.

Article 10. Powers of the Council

Without prejudice to the generality of the constitution and rules The Council shall have the following powers which it may exercise either directly or through its committees.

- a) To act in all reasonable manner to attain the objects of The Club.
To make, alter and enforce from time to time such regulations as it may deem necessary for proper administration of The Club.
- b) To approve the expenditure of the funds of The Club
- c) To appoint its Officers as authorised signatories for cheques drawn on a bank account maintained in the name of The Club, any two of such signatories to sign all cheques.
- d) To engage all Officers and staff and upon such terms and conditions as may be deemed necessary and to regulate their duties and remuneration. Such Officers and staff shall be responsible to the Council through the Chairperson of the Council.
- e) To invest, with the consent of a majority of the Trustees, the funds of The Club and borrow such monies as may be deemed expedient, the signatories to which shall be as provided above.
- f) To arbitrate, with the consent of the parties, in any dispute referred to Council by one or more Clubs registered with the EAKC.

Article 11. Duties of the Council

- a) The affairs and property of The Club shall be managed by the Council which may exercise all such powers of The Club subject to the Constitution and the provisions of the Rules and Regulations, except where such powers are required by the Constitution and Rules to be exercised by The Club in General Meeting.
- b) The rejection or amendment of any Rule or Regulation by Members in General Meeting shall not be retrospective and shall not invalidate any prior act by the Council.
- c) The Trustees shall have vested in them all the property of The Club and shall deal with the property of The Club in such a manner as the Council may direct lawfully.

Article 12. Council the sole Authority

- a) The Council shall be the sole authority for the interpretation of this constitution and the Rules and Regulations made hereunder. The decisions of the Council upon any question of interpretation or upon any matter affecting The Club or dogs or Dog shows, Tests or Trials of any kind and not provided for by the Rules and Regulations shall be final and binding.
- b) Any persons attending or entering a dog at a show, Match, Test or Trial organised or licensed by the EAKC shall by such act be deemed to have agreed to be bound by the constitution, Rules and Regulations of The Club.
- c) Any Person applying for the Registration or Transfer of any dog with The Club shall by such act be deemed to have agreed to be bound by the constitution, Rules and Regulations of The Club.

Article 13. Financial Year and Annual General Meeting

- a) The financial Year of The Club shall end on the 31st of December of each year and the Annual General Meeting shall be held before the 30th of June each year and shall be convened and conducted in accordance with the procedure hereinafter laid down.
- b) At each annual General Meeting there shall be presented a Balance sheet and Accounts with Auditor's report which shall have been approved by the Council.
- c) At each Annual General Meeting there shall be presented an annual report.

Article 14. Special General Meeting

- a) The Council may at its discretion call a Special General Meeting of The Club specifying the objects for which the Meeting is called.
- b) Requests from Voting Members for a Special General Meeting shall be placed before Council in writing and shall specify the object for which the meeting is required.
- c) In the event that Council shall deny such a request then the Executive Officer shall call a Special General Meeting upon receipt of a written requisition of twenty voting Members specifying the object for which the meeting is required signed by the said twenty Members and deposited with the Executive Officer together with prescribed fee.
- d) In the event of the Executive Officer failing to convene a special General Meeting within 28 days of the receipt of a requisition as above provided the members requisitionists may themselves call such Special General Meeting as provided by the procedure hereinafter laid down. Such special General Meeting shall be held not later than 56 days after deposit of the said requisition otherwise such requisition shall become null and void.

Article 15. Indemnification

- a) The Club shall bear all liability incurred in consequence of all publications authorised by the Council.
- b) The Officers, Trustees, Members of Council, Agent, Officials and Employees of The Club shall be indemnified from the funds of The Club against the result and cost of any legal proceedings which may be instituted against them in consequence of the reasonable performance of their duties on behalf of The Club.
- c) No action may be instituted against The Club, Officers, and trustees, Members of Council, Agents, Officials and Employees of The Club in any cause in a sum greater than the total realisable assets of The Club at the date of instituting proceedings.

Article 16. Alteration of the Constitution and Rules

Alterations of the Constitution or Rules of The Club shall be affected by resolution in a General Meeting provided that every such alteration is passed by a majority of three-quarters($\frac{3}{4}$) of the Membership present and voting. Full details of the proposed alterations must be included in the agenda of the meeting at which they are to be discussed.

Article 17. Alterations of the Regulations

All new Regulations and any alterations or additions to existing Regulations which may be framed and introduced by the Council under powers conferred upon it by article 11(Powers of the Council) shall be submitted to Members in the next Annual General Meeting for confirmation. Such Regulations, amendments or additions shall be deemed to be confirmed if approved by no less than two-thirds of the Members present and voting. The fact that any regulations or amendments or additions are not confirmed by Members in Annual General Meeting shall not invalidate any prior act by the Council which would have been valid if the rule or regulation had not been rejected or amended.

Article 18. Dissolution of The Club

The Club may be wound up voluntarily and the property disposed of in a manner decided by the Voting Members in a Special General Meeting provided that such decision is made by resolution passed by a majority of not less than three-quarters($\frac{3}{4}$) of the Voting Members of The Club and provided that at least six (6) months' notice in writing of the proposal to dissolve The Club shall have been given to the Voting Members of The Club.

Rules

Rule 1 Election of Members

The Council may, in its absolute discretion, refuse to elect any person as a Member. The Council's decision to approve or disapprove for election shall not be open to question. All new members (over 18 years), individual or corporate will initially be Associate Members, who, after 3 years may be approved by council to become full voting members.

A corporate member (Associate or Full) will be able to register their canines in the name of the company. Individual members (Associate or Full) can only register their canines in their own name(s).

a) Associate Membership

Candidates for Associate Membership shall be aged 18 years or over, proposed and seconded in writing in the prescribed form by two Full Voting Members. All applications shall be considered by the Council or Executive Committee who may elect such candidates, provided that the application is supported by a simple majority of the Council or Executive committee members present. The Application shall be accompanied by the first Annual Subscription and the Joining Fee.

b) Full Membership

Candidates for Full Membership shall be aged 18 years or over. They shall have been Associate Members for three (3) consecutive years, having not defaulted on their subscriptions in this time. After this period, they shall be considered by the Council or Executive Committee who may elect such candidates, provided that approval is given by a simple majority of the Council or Executive Committee Members present. Full Members may apply for an Affix.

c) Senior Membership

Any full member who has attained the age of 65 and has been a Full Member of the club for a continuous period of fifteen (15) years, may, with the consent of the council.

d) Corporate Membership

Is intended for but is not limited to those companies (as defined in the companies' act) and associations who wish to be members of the EAKC which benefit financially from keeping, breeding, training, or working with canines or selling products intended for use on canines. All Corporate must nominate one individual as their representatives. Full Corporate Membership will count for one vote.

The classifications are:

- i. **Corporate A:** For Registered Companies which own Registered dogs
 - A. Corporate A1: Institution with 20-49 Dogs
 - B. Corporate A2: Institutions with 50-99 Dogs
 - C. Corporate A3: Institutions with over 100 Dogs
- ii. **Corporate B:** For those Companies providing Dog Products, Foods, Services

Corporate Membership will follow the same rules as individual Membership to move from Associate to becoming full voting members. One, or several individuals must at all times be appointed in writing to the EAKC by the company to act on behalf of the company in all dog matters. These will be the signatories for any registration forms.

e) Life Membership

Any Member who has been a Full Member of the Club for a continuous period of ten years may, with the consent of the Council and upon payment of a sum equal to ten (10) times the current annual subscription payable by Full Members in lieu of all future subscriptions, become a Life Member and be entitled to all the privileges of Full Membership for life, unless that Membership shall be terminated in accordance with the Constitution and Rules.

f) Junior Membership

Children under the age of 18 years may apply for Junior Membership in the prescribed form which shall include a declaration by a parent or guardian that the parent or guardian accept full legal responsibility for the actions of the candidate and the consequence thereof and that, if elected the candidate will abide by the rules or regulations of the Club. The application shall be accompanied by the first annual subscription. On attaining the age of eighteen (18) years the junior member will automatically become an associate member, without having to pay the joining fee.

Rule 2 Election of Honorary Members and Honorary Life Members

- a) The Council shall have the power to elect suitable persons as honorary Members of the Club.
- b) The Council shall have power to nominate for election as Honorary Life Members at a General Meeting.
- c) Such Honorary and Honorary Life Members, on election, shall have the same privileges as set out in Rule 6 *Privileges of Voting Members*.

Rule 3 Joining fees and Annual Subscriptions

- a) The joining fee payable on application for election as a Member shall be such sum as may be determined from time to time by the Council; but no joining fee shall be payable by a Junior Member, either on becoming a junior Member or an associate member when they turn 18.
- b) If a candidate is not elected the subscription shall be returned, the joining fee is non-refundable.
- c) The annual subscriptions payable by Associate Members, Full Members, Corporate Members and Junior Members shall be such sums as may be determined from time to time by a General Meeting; amendments of the subscriptions come into force on 1st of January in the year following the year in which the amendments are made.
- d) All Annual subscriptions shall be due by January 1st each year.
- e) No person shall be entitled to the privileges of Membership while any subscription or other moneys due to the Club shall remain unpaid for a period of 30days after the same shall have become due whether formally demanded or not.
- f) The Executive Officer shall, during December in each year, give written notice to all members that subscriptions are due by 1st January. If the subscription is not paid by 31st March, the name of the Member will be placed before the Council which may thereupon terminate Membership.

Rule 4 Resignation of a Member

Any Member wishing to resign from the Club shall inform the Executive Officer in writing and shall not be entitled to have any part of the annual subscription and/or joining fee returned.

Rule 5 Cessation of Membership

Any person ceasing to be a Member of the Club shall forfeit all rights and privileges of the Club and shall cease to have any claim upon the property of the Club.

Rule 6 Privileges of Voting Members

Voting members are entitled to the following

- a) The right to attend and vote at all General Meetings of the Club.
- b) The right, if eligible, to serve as Officers on the Council or Committees of the Club if elected.
- c) To receive a free copy of each issue of the official journal of the club.
- d) The registration of dogs at members' rates.
- e) Entrance fee for exhibits at East Africa Kennel Club Shows at Members' rates.
- f) The right to compete for Club trophies.
- g) The right to register an affix.
- h) The right to free admission to a Showground Premises where there is being held any Dog Show organised by the Club.
- i) Corporate members shall be entitled to the following privileges in addition to those of an individual member:
 - i. A free advertising banner on the website
 - ii. Show Fees less 10%
 - iii. Free Advertisement in show catalogues and newsletters
 - A. Corporate A1: Logo to appear in catalogue
 - B. Corporate A2: ¼ page
 - C. Corporate A3: ½ page
 - D. Corporate B: ½ page
 - E. Corporate B: 20% off on advertising / stalls at shows and events

Rule 7 Privileges of Junior Members

Junior members are entitled only to the following privileges.

- a) The registration of dogs at Members rates.
- b) Entrance fees for exhibits at EAKC Shows at Members rates.
- c) The right to compete for Club Trophies.
- d) Free admission to East Africa Kennel Club Shows.

Rule 8 Procedure at Annual General Meetings

- a) An Annual General Meeting shall be convened by the Executive Officer. A notice shall be published on the club website stating the date, time, and place for thirty-five (35) days prior to the date of the Meeting. An e-mail shall also be sent out to all the members of the Club notifying them of the date of the meeting no less than thirty-five (35) days prior to the meeting.
 - i. Nominations for officers and members of the council shall then be made on the prescribed forms, which shall be available upon request, from the Executive Officer.
 - ii. The council shall be entitled to propose resolutions to an Annual General Meeting.

- iii. Any Voting member desiring to move any resolution to an AGM shall give a copy of the Resolution to the Executive Officer not less than twenty-one (21) days before the date of the Meeting. Each Resolution shall be supported by the signatures of a minimum of fifteen (15) voting members inclusive of the Proposer and Seconder.
- iv. The Executive Officer shall forward a copy of the Agenda of an AGM to each Member not less than seven (7) days before the date of the meeting. The Agenda shall clearly state the business to be transacted at the meeting.
- b) No business shall be conducted at any Annual General Meeting unless there shall be present not less than one tenth (1/10th) of the total Voting Members eligible to attend. If within half an hour of the time fixed for the meeting the required number of Voting members are not present, then the meeting shall be adjourned for one week at the same time and place unless otherwise notified. At such adjourned meeting only five or more voting members present shall have power to deal with and conclude the business in the Agenda.
- c) No business may be dealt with or discussed at an AGM unless it is included in the Agenda, except by the special authority of the Chairperson.
- d) At all Annual General Meetings, the Chairperson shall be in the Chair or, in his absence, the chair shall be taken by one of the two (2) deputy chairmen. In the event of neither the Chairperson nor the deputy chairmen being present, the meeting shall elect to the chair any member of council from amongst those present.
- e) Election of officers, members of the Council and Disciplinary Panel shall be by ballot.
 - i. All other questions submitted to the meeting shall be decided by a show of hands unless a ballot be demanded by three or more voting members present.
 - ii. In the event of a tie on any ballot or vote the Chairperson shall have a second, or casting vote.
 - iii. The vote of the majority shall be binding on the minority except as may hereinafter be provided for in the rules.
- f) Voting members unable to attend an Annual General Meeting shall have the right to vote by post or email in respect of the election of officers, Members of the Council and Disciplinary Panel. Such postal or email vote shall be on an authorised form to be obtained from the Executive Officer on written request only and to be valid must be received at least a day (24 hours) before the meeting commences, email votes can only be received from the email address as registered on the membership record. Postal votes upon any other subject on the agenda shall not be permitted.

Rule 9 Special General Meeting

- a) All Special General Meetings shall be convened by Notice on the Club website and by individual notices sent by email to each voting member not less than twenty-one (21) days before the date of the Meeting. The notice shall in each case specify the object of, and the business to be transacted at the meeting.
- b) No business other than for which the meeting is convened shall be dealt with or discussed at a Special General Meeting.
- c) The provisions of Rule (8b) shall apply to Special General Meetings except that in the case of a Meeting called by the requisition of Voting Members as provided for in article 14(c) of the Constitution and a quorum is not present within half an hour of the time fixed for the meeting and the meeting shall stand dissolved.
- d) The provision of rule 8(d) and (e) shall apply to Special General Meetings.

Rule 10 Council Meeting

- a) Meetings of the Council shall be convened by the Executive Officer who shall give notice by email of the date the meeting and the business to be transacted thereat, to all members of the council; such notice to be sent to the members not less than seven (7) days before the date of the meeting.
- b) The council shall convene as frequently as may be necessary but not less frequently than once every two months to transact the business of the Club.
- c) The Executive Officer may, in consultation with the Chairperson or in the temporary absence of the Chairperson with either of the Deputy Chairmen, convene a Special Meeting of the Council at any time. For this purpose, notification of the meeting may be by telephone, email or by any other means. At such Special Meeting no business may be transacted other than that for which the meeting is convened.
- d) The quorum for all Meetings of the Council shall be Five Council Members.
- e) No business shall be transacted at any meeting of the Council unless there shall be present a quorum. If a quorum shall not be present within a quarter of an hour (15 minutes) of the time specified, the meeting shall stand adjourned, and the Executive Officer shall notify all members of the council of the time, date, and place at which the adjourned meeting shall be held. At such adjourned meeting any three (3) members of the Council present shall have power to deal with and conclude the business on the agenda.
- f) As soon as possible after each meeting the Executive Officer shall send to each member of the Council Minutes of the Meeting as recorded by the Executive Officer.
- g) A copy of the Minutes of the Proceedings of all meeting of the Council shall be entered in a Minute Book kept at the EAKC Office for the purpose and after confirmation at the next meeting shall be signed by the Chairperson of the meeting.
- h) Proceedings at all Council Meetings and Minutes thereof shall be confidential to members of the Council, except that any Voting Member shall be entitled to inspect the Books of Accounts by appointment.

Rule 11 Committee Meetings

- a) All permanent Committees and their Chairperson shall be elected by the Council at its first Meeting after the AGM each year.
- b) The Permanent Committees shall be:
 - i. Executive Committee
 - ii. Show Committee
 - iii. Showground Committee
 - iv. Rules and Regulations Committee
 - v. Disciplinary Committee (when necessary)
- c) All other Committees shall be elected by the Council as and when necessary.
- d) The Chairperson, Deputy Chairmen and immediate Past Chairperson of the Club shall be ex-officio members of the Executive Committee, Show and the Showground Committee. The Treasurer shall be an ex-officio member of the Executive and Show Committee and may be appointed by the council to any other committee. The Trustees shall be ex-officio members of all permanent Committees, with the exception of the Disciplinary Committee.
- e) The Chairperson of the Executive Committee shall be one (1) of the (Council) Deputy Chairmen. The executive Committee shall consist of the ex-officio members (i.e., The Treasurer and Immediate Former Chairperson) and two (2) members of the Council. A quorum at meetings shall be Four (4) members.

- f) The Show Committee shall consist of the ex-officio members and four (4) members of the Council. This committee shall have the power to co-opt as many voting members as may be necessary but are not necessarily members of the Council. A quorum at meetings shall be four (4) members.
- g) The Showground Committee shall consist of the ex-officio members with two (2) members of the Council but may co-opt other Voting Members as may be necessary. A quorum at meetings shall be three (3) members.
- h) The Rules & Regulations Committee shall consist of three members of the Council with power to co-opt up to two (2) other Voting Members. The Chairperson of the East Africa Kennel Club is ex-officio. A Quorum at meetings shall be two (2) members.
- i) The Executive Committee shall meet on not less than six (6) occasions during each year. All other Permanent Committees shall meet as deemed necessary.
- j) Voting in all Permanent Committees shall be decided by a simple majority. In the event of a tie the Committee Chairperson shall have a second or casting vote.
- k) A copy of the Minutes of proceedings at all Committee Meetings shall be entered in a Minutes Book kept for the purpose at the EAKC Office and be signed by the Chairperson of that committee at the subsequent meeting. Minutes of the Executive Committee shall be taken by the Executive Officer. Minutes of all other Permanent committee shall be taken by a member of that committee.
- l) The Minutes of the Disciplinary Committee shall be in accordance with the provision of the Disciplinary Code. With the exception of the minutes of the Disciplinary Committee of all Permanent Committee meetings shall be sent to all members of The Council and all members of the Committee as soon as possible after each meeting.
- m) All recommendations of each Committee shall be reported by the Executive Officer to the next meeting of the Council.
- n) Meetings of Permanent Committees with the exception of the Disciplinary Committee, shall be convened by the Executive Officer who shall give notice in writing of the time, date and place of the meeting and the business to be transacted, to all members of the Committee: such notice shall be sent to members no less than seven (7) days before the date of the meeting. A special meeting may be convened at any time by notice given in any manner approved by the Chairperson of the relevant committee.

Rule 12 Duties of Committees

- a) The duties of the Executive Committee shall be:
Subject to the powers vested in the Council to deal with all business of the club except
 - i. Matters of Membership under Rule 2
 - ii. The arrangement of a date of a General meeting
 - iii. Objections and disputes arising out of Shows, Obedience, Working or Field Trials
 - iv. All disciplinary matters under Rule 15
- b) The duties of the Show Committee shall be the organisation of Shows promoted by the EAKC and the control of such expenditure as may be necessary for the preparation and conduct of such Shows, provided that the total of such expenditure is within a maximum sum which shall have been previously authorised by the Executive Committee.
- c) The duties of the Showground Committee shall be the general care and maintenance of the Showground and the control of such expenditure as maybe necessary for the proper maintenance, provided that the total of such expenditure is within a maximum sum previously authorised by the Executive Committee. The Committee shall also be

responsible for the alteration or improvement of the showground in accordance with specific authority of The Council.

- d) The duties of the Rules and Regulations Committee shall be the investigation of all matters concerning, and formulation of Regulations and other such matters as directed by the Council.
- e) Duties of the Disciplinary Committee shall be as laid down in the Disciplinary Code.
- f) The duties of all other Committees which may be appointed from time to time shall be those specified by the Council in the Resolution appointing such Committees.

Rule 13 Auditors

- a) The members shall appoint an Auditor or Auditors by Resolution at each Annual General Meeting.
- b) The Auditor or Auditors shall be directly responsible to the members and shall be appointed upon such terms and conditions as the Council may determine.

Rule 14 Accounts

- a) An account shall be maintained in the name of the EAKC with any Bank having a branch situated in Nairobi and as determined by the Council. The Council may at its discretion authorise the operation of more than one account at one and the same time. Signatories shall be as laid down in article 10.
- b) All books of accounts of the Club shall be kept by the treasurer in such manner as may be directed by the Council.

The Council shall cause to be prepared, in accordance with Article 13 of the Constitution, such Summaries and Accounts as are required to be presented to members in General meeting. A Summary of the Income and Expense Statement shall be sent to each member of the Club at the same time as the Notice convening the AGM. Any Full Voting member who wishes to have a full copy of the Audited Accounts may request these from the Executive Officer.

Rule 15 Disciplinary Code

The Disciplinary Code of the Club shall be as set out in the separate Annex and shall be made available to members from the Executive Officer on request.

Rule 16 Fees for Services Provided

The Council shall be empowered to set the scale of Charges for fees and fines levied by the Club for services rendered. These charges may be amended at any time at the council's discretion. Such amendments may affect any or all such fees and fines as may be deemed necessary. Such charges shall be in force from a date set by the Council.

Rule 17 Club Trophies

- a) The Club's Trophies shall be those Cups, Trophies and Special Prizes which may have been purchase by or presented to the Club. The Council, before accepting any trophy, shall require the donor' to state in writing that such Trophies shall become the sole and unconditional property of the Club to dispose of as the Club sees fit. Any such donor may at the time of making such gifts express his wishes as to the conditions attached to the winning of such gift, which the Council shall adhere to as far as possible. No such Trophy shall be deemed to have been accepted until written confirmation has been given in the name of the club.

- b) The Show Committee shall decide which of the Club's Trophies and Special Prizes shall be competed for at any show.
- c) To protect the Club trophies posterity Any Member who has won a Perpetual Club Trophy shall be photographed with such trophy at the event, leaving the trophy in the possession of the club at all times.

Rule 18 Club Premises

The Council shall have control of all premises belonging to or leased by the Club and shall at all times have power to restrict admission.

Rule 19 Official Journal

The Club may have an official Journal, which shall be such publication of its own or otherwise as the Council may from time to time decide.

Rule 20 Enabling

The Constitution and Rules and any amendments thereto shall have effect twenty-eight (28) days after being approved in General Meeting.

Disciplinary Code

1.0 Objective

- 1.1 The Disciplinary Code, hereinafter called The Code, provides the means of receiving and disposing of any complaint founded upon the keeping, breeding and registration or showing of dogs or of the conduct of the owners or handlers thereof or any other members.
- 1.2 The onus shall be on the Complainant to prove his complaint to the reasonable satisfaction of the Disciplinary Bodies of The Club.

2.0 Disciplinary Bodies of the Club

- 2.1 There shall be two Bodies within the Club to deal with disciplinary matters under the Code:
 - a. The Disciplinary Committee of the Council, hereinafter referred to as The Committee.
 - b. The Disciplinary Panel, hereinafter referred to as The Panel, from which a Disciplinary Tribunal, hereinafter referred to as the Tribunal, shall be constituted.
- 2.2 The Committee shall be elected by members of the Council in Each year at the first meeting after the AGM and shall comprise:
 - i. One trustee, who shall chair the Disciplinary Committee
 - ii. The Chairperson of the Club or either of the Deputy Chairmen
 - iii. Two (2) elected members of the council
 - a. The committee shall meet only as required a quorum at meeting shall be three members.
 - b. Minutes of The Committee shall be taken but shall be confidential and shall be distributed to members of the committee only on that strict understanding.
 - c. Upon any matter arising which falls within this code The Committee shall be convened by the Executive Officer and thereafter as it shall deem necessary.
 - d. The Committee shall be empowered to:
 - i. Examine any allegation brought under this Code
 - ii. Form a recommendation for such penalty as it deems fit if the matter is of a summary nature as provided for hereafter and pass its recommendation to The Council for ratification.
 - iii. Refer the matter to a Tribunal, as hereinafter defined, if in the opinion of The Committee the allegation is prima facie within the provisions of this code.
 - iv. Receive the findings and recommendations of the tribunal receive and consider any appeals which may arise there from; and prepare the recommendations on penalties, if any, and pass them on to The Council for ratification.
 - e. In the event of any reference being made to a Tribunal, the council shall be empowered upon reporting back from its committee to order the temporary suspension of any person or body shall remain in force until the Tribunal's findings and recommendations shall have been adopted by the council as final and binding. The specified rights of membership, or of recognition of any registered body, or such other lawful acts as the Council may deem fit to project the rights and interests of the majority of its members until such time as all allegations have been disposed of in the complaint.
 - f. At any meeting of the Council where recommendations of The Committee are brought the members of the committee shall be entitled to speak but they shall not be entitled to vote on that issue.

- g. Normally the committee shall not invite or permit any other person to attend their meetings. The only exception shall be if an appeal is founded upon a point of law when the questions shall first be addressed to a senior advocate and the parties or their legal representatives shall be present. Legal argument shall be heard from both sides. The senior advocate, who shall chair such special meeting, shall deliver a finding which shall be final and binding upon the committee and the parties.
- h. If such legal finding shall apparently amend any finding or recommendation of The Tribunal the matter shall be referred back to them with a copy of such findings. They shall deliver to the Committee and revisions made necessary by such legal findings.
- i. If any matter shall come to light which may fall within the provision of This Code, then The Council shall delegate The Committee to look further into the matter and, if necessary, formulate a complaint to stand in the name of the Council which shall, after ratification by The Council be referred to the Tribunal, except in the case of Summary matters as defined in Clause 3.4.

2.3 The Panel shall comprise five voting members of the club who shall not be members of the council or officers of the club. The five members shall each be nominated and seconded by a Voting member and shall be elected by ballot at an annual general meeting of the club, to serve for one (1) year or until delivery of any findings to The Committee, whichever be the later.

- a. The Committee shall nominate three members of the Panel to form the Tribunal and shall also nominate the Chairperson of The Tribunal from amongst the tree nominees. The Chairperson shall then be responsible for convening meetings of the Tribunal.
- b. When the Committee shall nominate a Tribunal, it shall state the terms of Reference for the Tribunal.
- c. Within their terms of Reference, The Tribunal shall be empowered to:
 - i. Hold a Hearing at such a place and in such a manner as it deems fit and causes the rules of Natural Justice to be observed.
 - ii. Conduct such Preliminary procedures as it deems necessary and as provided for in this code
 - iii. Order either party to disclose to the other any matter which any matter which may materially affect the rights of the parties.
 - iv. Order any investigations to be made which it shall deem necessary.
 - v. Order either party to disclose to the other before the Hearing any expert witness evidence.
 - vi. Limit the number of expert witnesses which either party shall be entitled to call.
 - vii. Receive any evidence of witnesses on oath or affirmation. If any witness shall have apparently committed and deliberate perjury, the tribunal shall report such conduct immediately to The Committee, even if other matters remain to be concluded.
- d. The findings as to the facts of the Tribunal shall be final and binding. Right of appeal shall be restricted to alleged points of law.
- e. The Tribunal shall, at the conclusion of its investigations, set out its findings on each of the points in the Terms of reference and shall recommend penalties to be imposed which shall take account of:
 - i. The gravity of the matter under consideration
 - ii. Whether it affect only the parties immediately concerned or has wider implications
 - iii. The conduct of the parties
- f. These findings and recommendations shall be referred back to The Committee as provided for in Clause 2.2d.iv.
- g. All meetings of the Tribunal in Committee shall be minuted, but distribution of the minutes shall be restricted to members of the tribunal and shall be confidential.

- h. At any Hearing before The Tribunal a verbatim transcript shall be made available to the complainant and respondent upon payment of the prescribed fee.
- i. At any Hearing before The Tribunal the proceedings shall be confidential and privileged. Only the Tribunal recorder, the complainant and respondent, their representative and witnesses shall be entitled to attend.

3.0 Matters within the scope of this code

- 3.1 Any complaint may be founded upon any or all of the following
 - a. Conduct prejudicial, or likely to be prejudicial, to the interest of the canine world
 - b. Conduct unbecoming a Member of the Club
 - c. Any act or conduct relating to any breach in Constitution, Rules or Regulations of the Club.
 - d. Any act or conduct connected with or arising out of the activities of any registered society affiliated to the Club.
 - e. Participation in the activities of any Body unrecognised by the Council, or activity for which the council shall not have granted an exemption.
 - f. Any fraudulent, dishonest or knowingly false act or conduct in respect of any purchase, sale, pedigree or registration of any dog.
 - g. Any penalty imposed upon a person by any canine society reciprocal with The Club.
 - h. Any finding by any court of law against a person in respect of any civil or criminal case concerning a dog.
 - i. Any person failing to comply with any penalty imposed upon them in accordance with the provisions of this Code.
 - j. Any person who shall ignore penalties 7(a) to (g) inclusive, as well as imposed upon any other person, or shall employ such person in any paid or unpaid capacity associated with dogs.
- 3.2 In this Code, the expression “any act or conducts” shall also include default or omission.
- 3.3 Complaints in respect of 2.2e, 3.1g and 3.1h.
- 3.4 Any other matter may be disposed of as a Summary matter if the person complained against shall admit their act or conduct.
- 3.5 If it appears that a Prima Facie case exists to be answered then the complaint shall be disposed of only after due enquiry.
- 3.6 Any member who has been warned or censured by the Disciplinary Committee shall be barred from seeking any position within the EAKC or its affiliates for a minimum period of 3 years.

4.0 Procedure for lodging a complaint

- 4.1 The following definitions are used in this code:
 - a. *Complainant:* The person or body lodging a complaint
 - b. *Respondent:* The person or body against whom the complaint is made.
- 4.2 A complaint may be lodged by:
 - a. Any individual who is a voting member of the club or has equivalent membership status of any other reciprocating or affiliated canine body. In the latter event that individual’s membership status must be attested by that body.
 - b. The Council of The Club, as provided for in paragraph 2.2i of the Code.
 - c. Any Canine Society registered with the Club, provided that the motion to lodge the complaint is approved by two-thirds ($\frac{2}{3}$) of the Society’s committee present and Voting and a full copy of the complaint and show:
 - i. That a quorum was present, and
 - ii. The voting figures for the motion to lodge are clearly shown.
- 4.3 Any complaint lodged under paragraph 4.2b or 4.2c shall specify the name of one person who shall represent the Complainant.

- 4.4 A complaint may be lodged against:
 - a. Any individual who is, at the date of lodging, a member in good standing of the Club or of any Canine Society Registered with the Club. In the latter case both the Complainant and the respondent shall agree in writing to refer the complaint to the Club under the provisions of this Code.
 - b. Any Canine Society registered with The Club.
- 4.5 No complaint may be lodged against The Council or the Club under this Code. Any action against the Council must be instituted under the provisions of the constitution and Rules for calling a Special General Meeting of the Club.
- 4.6 In the event of any complaint being lodged against any Canine society registered with the club, in the first instance notice shall be served on the Chairperson and secretary of that body. That Canine Society may subsequently nominate one person to represent them.
- 4.7 A Complaint shall be lodged only upon a Complaint Pro Forma available from the Executive Officer. A copy of the Pro Forma is shown appended to this Code. The Complaint shall be deemed to have been lodge with the Club only when the executive officer receives the pro forma properly completed together with the prescribed fee.

5.0 Procedure after Lodging a Complaint

This part of the Code covers the period from lodging to the hearing of the complaint if such be necessary.

- 5.1 The Executive Officer of the Club acts in a secretariat capacity only to administer the procedures of this code. The Executive Officer shall be the person who issues correspondence emanating from the Committee and the Tribunal and receive correspondence on behalf of those two bodies and transit correspondence as between the complainant and the Respondent and vice versa.
- 5.2 Except in the case of Summary matters as defined in Clause 3.1 hereof, upon a complaint being lodged the Executive Officer shall transmit three (3) copies of the Complaint Pro forma to the Respondent and one copy to the Chairperson of the committee.
- 5.3 In the case of Summary matters as defined in Clause 3.1 hereof, upon a complaint being lodged the Executive Officer shall convene a meeting of the Committee to dispose of the mater as provided for in clause 2.2d.i and ii.
- 5.4 From the date of despatch of the complaint Pro forma by the Executive Officer to the Respondent, the Respondent shall have twenty-eight (28) days in which to lodge, with the Executive Officer, a statement of Defence to the Complaint. The only excuses for late delivery or non-reply which will be accepted will be absence from the country or a severe illness attested by a registered medical practitioner. Absence from the country will only be accepted upon the production of proof satisfactory to the Committee.
- 5.5 In the event that no statement of Defence is lodged within the stipulated period, or application made for an extension of time founded upon either of the accepted excuses, then the Respondent shall not thereafter be permitted to file and defence per se to the complaint. The respondent shall be kept informed of all the stages of the subsequent proceedings and will be afforded the opportunity to cross –examine the Complainant, Complainant’s witness, and to address the Tribunal, but such an address shall be confined to the evidence led by the complainant.
- 5.6 In the event that an extension of time is applied for, the Executive Officer shall notify the Complainant and the Chairperson of the Committee. The executive Officer shall take instructions in the matter from the Chairperson of the Committee and shall notify the complainant and the respondent of the decision on the application and the new date, if any set for the return of the statement of defence.
- 5.7 The statement of defence shall be submitted on the defence pro forma supplied with the copies of the complaint pro forma. All sections of the Defence Pro forma shall be completed and no subsequent insertions shall be permitted, except in the case of representation.

- 5.8 In the complaint Pro forma and the Defence Pro forma, the Complainant and the Respondent shall state if they will be represented and if so, by whom. A party may be represented by a lay or legal advocate, but in the latter event, and if so appointed after exchange of the initial pro forma, the Executive Officer shall immediately be notified and shall in turn immediately notify the other party. Each party shall bear the cost of their own representative.
- 5.9 Upon receipt of the Respondent's statement of Defence the Executive Officer shall transmit three (3) copies of the defence Pro forma to the complainant and one (1) copy to the Chairperson of the Committee.
- 5.10 From the date of despatch of the Defence Pro forma by the Executive Officer to the Complainant, the Complainant shall have twenty-eight (28) days in which to lodge with the Executive Officer a statement of Reply to the statement of defence. A statement of reply to late delivery or non-reply, and the procedure to be adopted shall be as laid down in paragraph 5.4, and 5.6.
- 5.11 In the event that no statement of Reply is lodged within the stipulated period, or application is made for extension of time founded upon either of the accepted excuses, it shall be deemed that the complaint has been withdrawn and the fee paid by the complainant shall be forfeit and paid half to the Respondent and half to be retained by the club to defray expenses.
- 5.12 Upon receipt of the Complainant's statement of Reply the Executive Officer shall transmit one (1) copy to the respondent and one (1) copy to the Chairperson of the Committee. The Executive Officer shall then convene the Committee to meet within fourteen (14) days and shall send copies of the complaint, statement of defence and statement of reply to the members of the committee.
- 5.13 The committee shall then proceed as empowered in clause 2.2d. The Committee may decide:
- a. To recommend to The Council such penalty as it deems fit in respect of any summary matter.
 - b. To dismiss any complaint if such be unsupportable upon the face of the record.
 - c. To refer to a Tribunal any complaint which prima facie shall require the respondent to answer.
- 5.14 If the Committee shall decide as in 5.13a, their decision and recommendations shall be placed before the Council. The Council shall direct the Executive Officer to write to the Respondent and the Claimant, if any, serving notice of the findings and penalties, if any, which the Council intends to ratify unless representation is received within fourteen (14) days of the date of despatch
- 5.15 If the Committee shall decide as in 5.13b above, their decision shall be transmitted by the Executive Officer to both parties. If no representation is received within fourteen (14) days from either party then the matter is concluded, the Claimant's fee is forfeit. Half shall be paid to the Respondent and half shall be retained by The Club to defray expenses. The council shall merely be informed for the record of the events which occurred.
- 5.16 If any representation or appeal is lodged against either, as in Clause 5.13a decision and recommendation or decision, The Committee shall convene and may decide to proceed as in Clause 2.2i of this Code. The Executive Officer shall so notify the parties. Subsequent to the lodging of a representation, procedures shall be conducted on an ad hoc basis as best suits the purposes of justice and the circumstances of each individual complaint. Each step shall be notified to the parties and a minimum of fourteen (14) days and maximum of twenty-one (21) days shall be allowed between the date of notification and the date of execution of each step.
- 5.17 If the Committee shall decide as in 5.13c above, their decision shall be transmitted by the Executive Officer to both parties. A copy of the complaint, statement of defence and statement of reply shall be sent to each member of the tribunal and the Chairperson of the tribunal shall convene a meeting of the tribunal within fourteen (14) days.

6.0 Procedure for Hearing a Complaint

At its first meeting the Tribunal shall decide:

- a. Whether the issues and the relief sought, if any, have been sufficiently clarified.
 - b. Whether
 - i. It is possible to dispose of the issue as one whole, or;
 - ii. It would be essential or more desirable to dispose of some parts of the issue as preliminary matters.
 - c. Whether there are areas of evidence on which the tribunal deems it necessary to call its own expert or legal witnesses.
 - d. To fix schedules for the parties to exchange documents or other evidence.
 - e. To establish a procedure whereby the authenticity of documents is admitted.
 - f. To determine whether there are any areas of common agreement between the parties even if there is dispute as to the interpretation to be placed on such areas.
 - g. To set its timetable for disposing of the matters in reference before it.
- 6.1 After its first meeting The Tribunal shall call a Preliminary Meeting at which The Tribunal shall meet the Complainant, the Respondent, and/or their representatives. The decision of the Tribunal in Clause 6a shall be communicated to the parties with notice calling the meeting and the parties shall be invited to make representations if they so wish.
- 6.2 The Date on which the hearing shall be held shall be fixed at the Preliminary Meeting. The venue for all hearings shall be fixed by the Tribunal. The Hearings shall commence not earlier than twenty-eight (28) days or later than fifty-six (56) days after the date of the Preliminary meeting.
- 6.3 At the Hearing, conduct shall generally be by the adversarial system, but The Tribunal shall be empowered to adopt an inquisitorial approach. The Tribunal shall in any case be empowered to address any question to any witnesses.
- 6.4 At the hearing the Complainant shall be present in person, or if the complainant be the Council or any Canine Society registered with the Club, then the person nominated by those bodies shall be present. If the Complainant shall fail to attend the complaint shall fall away for lack of prosecution.
- 6.5 Even if it is not intended that the claimant's nominee, shall be available to be cross-examined by the Respondent should he so wish.
- 6.6 Procedure at the Hearing shall be as follows:
- a. After formally declaring the hearing opened the Chairperson of the tribunal shall invite the complainant or complainant's representative to make his opening address.
 - b. After the Claimant's opening address, the Claimant's witness shall call any witnesses it wishes to examine, and after their examination both parties shall have an opportunity for cross-examination.
 - c. After the Close of the Complainant's case the Tribunal shall call any witnesses it wishes to examine, and after their examination both parties shall have an opportunity for cross examination.
 - d. The Respondent, or the Respondent's Representative, shall then be invited to make his opening address. If it is an application that the Complaints has not been sufficiently made out and the Respondent should not be required to answer, the Tribunal shall consider such an application and give its ruling. If it finds for the Respondent the Complaint is dismissed forthwith. If it finds there is a case to answer the Respondent shall proceed.
 - e. The Respondent shall call his witnesses and their examination shall be the same as for the Claimant's
 - f. If the Respondent has called witnesses other than himself, at the close of his case he shall make his final address to the Tribunal. The Complainant shall then have the right of making a final address to the Tribunal.
 - g. If the Respondent has called no witnesses other than himself, the complainant shall first make his final address to the Tribunal. The respondent shall then have the right of making a final address to the Tribunal.

- 6.7 The Tribunal shall be empowered:
- a. To adjourn the proceedings from time to time as may be necessary or just.
 - b. To disallow questions or evidence that are, irrelevant, unfair to the witness, or otherwise unhelpful to the enquiry, and refuse to record such questions or evidence.
 - c. To call or re-call any witnesses and call for further evidence.
 - d. To exclude from the Hearing any persons not directly concerned in the proceedings or any person who disturbs the proceedings.
 - e. To forbid any person, other than a person appointed by the Tribunal for the purpose, from recording the proceedings by any mechanical or electrical or electronic device.
 - f. Generally, to give such directions and make such rulings as may be necessary to ensure that the proceedings are conducted with decorum and in an expeditious manner.
- 6.8 At the conclusion of the Hearing the Chairperson of the Tribunal shall formally close the proceedings. The Tribunal shall, reserve its judgement and findings, but shall publish these to the committee as provided for in 2.2d.iv, and 2.3f. within twenty-eight (28) days of the close of the hearing.
- 6.9 The Tribunal shall present its judgement and findings in the following form:
- a. It shall state its findings on all matters of fact from the evidence
 - b. It shall state its opinion on any matters of law brought to the notice of The Tribunal
 - c. It shall state whether or not the Complaint has been proved to its reasonable satisfaction.
 - d. It shall state what penalty or penalties it considers to be appropriate.
- 6.10 Upon receipt of the judgement and findings the Committee shall convene and consider these. The decision and recommendations of the Committee shall then be placed before the Council. The Council shall direct the Executive Officer to write to the respondent and Claimant serving notice of the findings and penalties, if any, representation on the alleged point of law is received within fourteen (14) days of the date of despatch. All decisions of the Council shall be by simple majority of those entitled to vote.
- 6.11 If within fourteen (14) days of despatch from the Executive Officer no representation is lodged against an interpretation on a point of law, then the Council shall convene and ratify the findings and penalties.
- 6.12 If any appeal on an interpretation on a point of law is lodged it shall be dealt with as provided for in Clause 2.2g. Should the complainant or Respondent make any representation founded on law it shall be accompanied by a filing fee as prescribed, which shall be used to defray the Club's costs in taking legal opinion from a Senior Advocate of the High Court. The legal opinion shall be transmitted to both parties.
- 6.13 The decision of the Council on matter arising from this code shall be final and binding.
- 6.14 The recommendations and penalties shall take effect as from the date of the Council's ratification and the executive officer shall be immediately notify both parties. If the Complaints be dismissed the Complainant shall lose his fee and half shall be awarded to the Respondent and half shall be retained by the Club to defray expenses. If the Complaint be proved, the penalty or penalties shall immediately be imposed upon the Respondent and the complainant shall have his fee refunded.
- 6.15 Should the respondent fail to appear at any stage of the proceedings, and the Committee or Tribunal is satisfied that adequate and proper notice has been served, then it shall be empowered to proceed ex parte.
- 6.16 The tribunal shall be discharged only when the findings and penalties have been ratified by the Council.

7.0 Penalties

Penalties which may be imposed against the Respondent if a complaint be proved are:

- a. Expulsion from membership of the Club or any Canine Society registered with the Club.
 - b. Suspension from membership for a stated period from the Club or any canine society registered with the club.
 - c. Suspension from taking part in or having any connection with or attending any Show, Match, Test or Trial organised or licensed by the Club for a stated period or a stated number of events.
 - d. Disqualification from registration, transfer exhibition or competition of any or all dogs owned by or registered in the name of the Respondent, or the progeny of such dog(s).
 - e. Disqualification from being in joint ownership or joint registration of any dog or dogs. Such disqualification shall not debar the other owner(s) or registrees from exhibiting or breeding from such dogs provided that the disqualified person enjoys no benefits from such action.
 - f. Removal from the register of any dog(s) registered by reasons of misrepresentation or false information.
 - g. Disqualification from judging at or taking part in the management of any Show, Match, Test or Trial organised or licensed by The Club.
 - h. Censure
 - i. Warning
- 7.1 In the event of the Respondent being a registered Society affiliated to the Club, any or all of the above penalties in 7.1c), (g) or (h) may be imposed against that Society. In addition, the following penalty will also be imposed:
- a. Withdrawal of the affiliation of that Society.
- 7.2 Suspension or Disqualification under this Code may be for life or for such shorter period as may be deemed appropriate. The Committee shall be empowered to review from time to time and recommend to the Council to remove or modify any suspension or disqualification. Such review shall be carried out only upon the express request of the Council.

8.0 Miscellaneous Matters

- 8.1 The Council shall notify all canine bodies with whom The Club is in reciprocation or to whom The Club is affiliated of any penalties imposed as a result of any Complaint.
- 8.2 The Council shall publish in The Club Newsletter a brief statement of the findings of each, and every complaint and the penalties imposed, if any.
- 8.3 Any person expelled from the Club or suspended from membership or disqualified in any way shall ipso facto cease to be a member of any other canine society registered with the Club.
- 8.4 Any member who shall associate with any expelled or suspended member for any purpose connected with dogs, upon such connection being proved, shall be liable to any of the penalties listed in Clause 7.
- 8.5 The Council is empowered to make orders to restore the rightful interests or position of any person who The Council shall deem to have been dispossessed of such interests or position by the Respondent in any proven Complaint.
- 8.6 All proceedings under this code shall be privileged and no person may use any of these proceedings as cause of action against any other person.
- 8.7 For the purposes of service of notices, despatch of notices, etc., hand deliveries will be used for persons living within the city of Nairobi, otherwise Registered Mail or Security Delivery Services will be used.

Schedules

First Schedule

Prescribed Fees

1. Lodgement Fee:
Payable by any individual Complainant or by a Canine Society registered with the club.
KSh. 10,000/-
2. Legal Opinion Fee:
Any Party raising any issue of law shall lodge a fee to defray the Club's costs.
KSh. 20,000/-
3. Transcript Costs:
Any Party requiring a copy of the transcript of any hearing shall pay a fee per page
KSh. 200/-

All fees shall be paid up front.

Second Schedule

Prescribed Pro Forma

Pro Forma No. 1.	Complaint
Pro Forma No. 2.	Statement of Defence
Pro Forma No. 3.	Statement of Reply

All fees shall be paid up front.

Pro Forma No. 1

Complaint: _____ Date: _____
Email Address of Complainant: _____
Name of Respondent: _____
Address of Respondent: _____
Receipt for Lodgement fee paid _____
Payment Details: _____
Representative of Complainant (if any): _____
Email Address representative: _____
Physical daytime locations of complainant and representative for hand deliveries if any:
Complainant: _____

Representative: _____

Set out on separate attached pages all matters in the complaint and relevant to the complaint. Identify what evidence will be given by which witness, identify documentary evidence by reference numbers only from c1, c2, c3, etc.

List here witnesses of fact who may be called:

List here expert witnesses who may be called:

List here documents referred to in statement of complaint:

C1: _____
C2: _____
C3: _____

State here what relief is being sought, if any:

Signed:

Claimant

Pro Forma No. 2

Statement of Defence: _____ Date: _____

Name of Complainant: _____

Name of Respondent: _____

Email address of Respondent: _____

Lodging this statement of defence will be deemed to be a receipt for receiving the statement of complaint.

Is the Complaint admitted Yes / No (delete one)

If admitted, are there extenuating circumstances? _____

If denied: _____

Representative of Respondent(if any): _____

Email Address representative: _____

Physical daytime locations of complainant and representative for hand deliveries if any: _____

Respondent: _____

Representative: _____

Set out on separate attached pages all matters in relevant to your defence: See complaint RE Witnesses and documents, use reference nos. R1, R2, R3, etc. Start your statement with any matters from the complaint with which you can agree then go on to matters you deny.

List here witnesses of fact who may be called:

List here expert witnesses who may be called:

List here documents referred to in statement of complaint:

R1: _____

R2: _____

R3: _____

Signed: _____

Respondent

