



Jambo UK

MEMORANDUM OF UNDERSTANDING

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A MEMORANDUM OF UNDERSTANDING

Agreed between: Yousrah Khali, Gladys Atonga, Ezekiel Nyamondo, Rodney Enane, Olive Enane, Fred Nyawara, David Atonga, Maryam Mohammad, Caroline Otieno, Stephen Ochung, Teckla Shindjoba, Gladys Oenga, Stella Akinyi, Stacy Nyanduko, Benard Mekubo and Roger Maroko (hereinafter collectively referred to as 'founding members') and by members who ratify this Memorandum of Understanding and are accepted into this unincorporated community association.

By an understanding reached by the founding members on the 28th August 2016, it is agreed, by and between ourselves to enter in to and form an unincorporated community association for communally supporting, each other in the events and for the purposes and activities defined in this memorandum and as the members shall from time to time determine by vote.

BY MUTUAL UNDERSTANDING, IT IS OFFERED THAT:

1. The name of the group created by this Memorandum of Understanding (MoU) is "Jambo UK".
2. Jambo UK (also referred to as "The Group") shall be comprised of and subject to Schedule 1 (3), limited to the people who are accepted and conform to this understanding.
3. This MoU shall have effect from 28th August 2016 (effective date).
4. The Group shall open and maintain a bank account/s(Schedule 1 (4)) for the purpose of collecting funds to be received from the members by way of monthly contributions (Schedule 1 (5)).
5. The members of the Group shall convene and hold an Annual General Meeting of its members every year on or around the anniversary of the effective date. The members shall also convene and hold a Special General Meeting at any time for deliberation and determination of a course of action to be taken by the group during an emergency described under Schedule 1.
6. Decisions passed by a vote of a quorum of the group at every Annual General or Special General meeting shall be deemed ratified by all the members of the Group within 7 days of notification of the decision of such Annual General or Special General meeting to all members of the Group through its designated communication forum/s.
7. A Special General Meeting shall be convened at any time where it is deemed by the Group that any of its members has an emergency as contemplated in this MoU and where financial assistance is deemed necessary. Each member shall in such instance contribute a sum not less than £50.00 towards assisting the afflicted member. (Amended by Amendment 2 Of 3 March 2017)

8. Each member shall contribute within each calendar month commencing from the date of effect of the Group a sum of money to be determined from time to time by the members of the Group but in any event not less than £10.00. (Amended by amendment 4 of 4 February 2022 to £20)
9. The sums contributed and collected by the group shall be utilised for the purposes and in the circumstances and manner provided in schedule I for funding any of its members requiring of such financial assistance where such member experiences any of the circumstances listed in schedule I or described as an emergency by its members at a Special General Meeting. Such funding shall be to the extent and under the terms and conditions set out in Schedule I and as determined by the Group.
10. The sums contributed and collected by the Group may be further utilised in the manner or for the purpose of any or all of the purposes and activities to be described in Schedule II(to be introduced at later date) within the scope provided in Schedule I.
11. The Group shall further to the AGM, convene at least three other times a year (quarterly) for 'Get Together' meetings as provided in schedule I. For the avoidance of doubt, a year commences on the effective date.
12. The scope of membership of the Group shall be determined by the office holders acting within the provisions of schedule I or as determined by the Group members from time to time.
13. A member with administrative rights has got no authority to perform system modifications that would disrupt or prejudice the group without the consent of all the members. This includes and is not limited to changing account passwords, limiting or blocking members access to the group's communication forum, exiting members etc. Violators of this requirement will attract on themselves a deterrent fine of £100 failure to which legal action will be taken.

SCHEDULE I

1. NAME:

- (1) The name of the Group is “Jambo UK” and is brokered from a joining of two parts:
‘Jambo’ represents the Swahili word for ‘Hello’ and here intended to express our welcome;
‘UK’ represents the current jurisdictional country of residence of the founding members.

2. EXECUTION

- (1) In giving effect to this MoU, each founding member of the Group hereby confirms, witnesses and ratifies their voluntary willingness and that of every other member to this MoU.

3. MEMBERSHIP

- (1) Membership in the Group shall be restricted to the local area around Northampton.
- (2) Any member of the Group may at any time withdraw from membership in the group by giving notice to every other member at a general meeting or through the Group’s agreed communication forum/s e.g. ‘Jambo UK’ WhatsApp forum.
- (3) If at any time the membership in the Group is comprised of less than five members, the group shall be deemed dissolved.
- (4) A prospective new member may make his/her request to any member of the Group. The Group Secretary will then be advised of this request and provide the prospective new member with a copy of this MoU.
 - (i) Any member who accepts to join the Group shall be deemed to have ratified and accepted this MoU (as amended from time to time).
 - (ii) Any new member accepted to the Group under this clause shall either:
 - (a) Deposit in the Group’s bank account a sum of money equal to the total sum already contributed by each of the existing members of the Group at the time of the new member’s acceptance to the Group to bring such new member’s contribution equal to that contributed by individual existing members (provided that the existing members have made their contributions in accordance with the provisions of this schedule), or
 - (b) With the consent of at least five members of the Group, such consent to be given at a general meeting or through the Group’s communication forum at the time of admission of the new member to the group, deposit an agreed monthly contribution sum as follows:

If from the effective date, the new member joins:

On the second month – £10.91
On the third month - £12.00
On the fourth month - £13.30
On the fifth month - £15.00
On the sixth month - £17.14
On the seventh month - £20.00
On the eighth month - £24.00
On the ninth month - £30.00
On the tenth month - £40.00
On the eleventh month - £60.00
On the twelfth month - £120.00

This is to ensure that the new member attains the total accumulated contribution of every other member within a determined period, to entitle such member to equal financial position with existing members,

~~Deleted and amended by virtue of amendment 6 of 04/06/2023~~

(c) (Or) With the consent of all other members of the group, such consent to be given at a general meeting at the time of admission of the new member to the group, contribute the monthly sum being contributed by all other members to entitle such member to such percentage of benefits in relation to his/her accumulative monthly contribution equal to the percentage benefit enjoyed by every other member in relation to their individual total accumulated contribution.

(5) Any member who fails to make the monthly contribution for three consecutive months shall at the end of the stipulated collection period of the third month, be considered to have opted out of the Group and shall no longer be a member.

(i) No notice shall be required under this clause.

(ii) The member who will have opted out of the Group shall not be entitled to a refund of any contribution made to the Group.

~~(6) Amendment inserted by virtue of Amendment~~

~~(7)~~

~~(8)~~

~~(9) 3 (3) of the meeting of 20 May 2017~~

4. MEETINGS

(1) The Group shall hold the meetings described in paragraphs 5, 7 and 11 of the MoU.

- (2) Any five members of the Group physically present at a meeting shall constitute a quorum for the purpose of convening a meeting and making any decisions.
- (3) Time being of the essence, meetings shall be commenced 10 minutes after the notified start time. Late attendances to a meeting shall attract a £5.00 to be paid by each late attendee.
- (4) Members unable to attend a meeting may give notice of their unavailability to any other attending member who will then act as their proxy at the meeting. (Deleted and amended by virtue of amendment 3 (2) of 20 May 2017)
- (5) Clause included by virtue of Amendment 1 (1) of 17 December 2016.

5. BANK ACCOUNT

- (1) The Group shall open and maintain a bank account/s for such purposes as it shall from time to time determine by a majority of the members at the general meeting.
 - (a) The account/s shall be opened and maintained by the incumbent Treasurer. The account shall be a personal account held in the Treasurer's name.
- (2) Any Group bank account shall be held for the benefit of the group, in the name/s of and maintained by the Treasurer specifically for the Group.
- (3) The Treasurer shall provide a quarterly statement of accounts to the members.

6. CONTRIBUTIONS

- (1) Contributions shall be made by the members every month to the bank account opened and maintained by the elected Treasurer for the purpose of collecting contributions and any other monies coming and due to the Group.
- (2) Subject to paragraph 8 of the MoU, the minimum monthly contribution shall be as determined from time to time by a majority of the group at the general meeting.
- (3) Contributions shall be paid into the bank account by the 15th day of every month. Any late contributions shall attract a penalty fee of £5.00.

7. USE OF CONTRIBUTIONS

- (1) Money collected in monthly contributions by the group shall be used for the general purpose set out in the MOU.
 - (i) The sum of money contributed and collected by the group shall not be withdrawn or otherwise be made available to any of its members for any of the purposes and/ or objectives of the Group for a period of not less than one calendar year from the effective date, subject to (iii) below. At the expiry of one year from the date of effect, the Group shall determine the purpose/ utility of the money collected.

- (ii) An emergency shall be the occurrence of any of the following:
 - (a) The passing of a member or of a member's direct or immediate family.
 - (b) The hospitalisation of a member or of a member's direct or immediate family, where financial assistance is required.
 - (c) Any circumstance that puts in imminent jeopardy a member's ability to secure accommodation for a member's direct family.
 - (d) Any circumstance determined to be an emergency by a Special General meeting.
 - (e) For the avoidance of doubt, Direct family here refers to a member's spouse and children. Immediate family here refers to a member's father, mother, brother and sister.
 - (f) (Deleted and amended by virtue of amendment 5 of 5 of 05 February 2022)

- (iii) During an emergency where meetings are being convened to assist the member, the Group shall help the member meet general costs and disbursements by making a daily contribution to the member out of the Group's account of £25.00 for a period of no more than two weeks. The length of time that contributions will be made shall be determined by the members on a case by case basis.

AMENDMENTS

AMENDMENT 1:

BY VIRTUE OF MEETING OF 17 DECEMBER 2016

1. Clause 4 (5) is added as follows:
(4) Attendance by members at the Groups social events shall be optional.
However,
contribution towards such events shall be mandatory to all members.

AMENDMENT 2:

BY VIRTUE OF MEETING OF 3 MARCH 2017

1. Paragraph 7 of MoU is amended to read as follows:
 7. A Special General Meeting shall be convened at any time where it is deemed by the Group that any of its members has an emergency as contemplated in this MoU and where financial assistance is deemed necessary. Each member shall in such instance contribute a sum not less than £50.00 towards assisting the event of afflicted member.
 - (i) Where the emergency relates to the demise of a member of the Group, each member shall contribute a minimum of £100.00 towards the event.
 - (ii) In any event, the Group shall organise a fundraising exercise to assist further raising of funds towards the emergency event.
 - (iii) An afflicted member/s may borrow additional funds to meet necessary costs upon terms to be agreed between such member/s and the officials supported by a quorum of the Group.

AMENDMENT 3:

BY VIRTUE OF MEETING OF 20 MAY 2017

1. Schedule I of MoU is amended at Clause 3 to include sub-clauses (6) and (7) as follows:

(6) Notwithstanding sub-clause (4) above, new members may be accepted in to the Group upon their physical attendance at the next scheduled meeting of the Group, and compliance with all requirements provided.

(7) All of the members of the Group are required to provide information to the Secretary to specifically include:

- Their full name and full physical address in the UK
- A list, and contact information of their direct and immediate family as defined in this MoU
- By a member's discretion, any comments they may wish to add to assist the members in the event of any emergency

2. Schedule I is amended by deleting Clause 4 (4) and inserting the following:

(4) All members shall be required to attend all quarterly meetings. Failure to attend

any meeting shall attract a penalty of £20.00.

3. Schedule I, Clause 3 is amended by inserting sub-clause (6) to read as follows:

(5) The number of members in the Group is restricted to no more than 50 members.

AMENDMENT 4:

BY VIRTUE OF MEETING HELD ON 05th FEBRUARY 2022

1. Paragraph 7 of MoU is amended to read as follows:

Each member shall contribute within each calendar month commencing from March 2022 a sum of money to be determined from time to time by the members of the Group but in any event not less than £20.00

AMENDMENT 5:

BY VIRTUE OF MEETING HELD ON 05th FEBRUARY 2022

7. USE OF CONTRIBUTIONS

(2) Money collected in monthly contributions by the group shall be used for the general purpose set out in the MoU.

- (iv) An emergency shall be the occurrence of any of the following:
 - (a) The passing of a member or of a member's direct or immediate family.
 - (b) The hospitalisation of a member or of a member's direct or immediate family, where financial assistance is required.
 - (c) Any circumstance that puts in imminent jeopardy a member's ability to secure accommodation for a member's direct family.
 - (d) Any circumstance determined to be an emergency by a Special General meeting.
 - (e) For the avoidance of doubt, Direct family here refers to a member's spouse and children. Immediate family here refers to a member's father, mother, brother and sister.

1. Schedule 1 clause 7 (a) and (e) are amended by deleting brothers and sisters and revising it as follows.

(a) The passing of a member or of a member's direct family and a member's father or mother or nominated parent.

(e) For the avoidance of doubt, Direct family here refers to a member's spouse and children. Of the Immediate family only a member's father or mother /nominated parent are covered. No siblings.

AMMENDMENT 6

BY VIRTUE OF MEETING HELD ON 04/06/2023

MEMBERSHIP

1. Paragraph 3 subsection 4 (b) of the MOU has been amended as follows:

- (b) With the consent of at least five members of the Group, such consent to be given at a general meeting or through the Group's communication forum at the time of admission of the new member to the group, deposit an agreed amount of £200 upfront and be eligible for benefiting from group contributions after staying with the
- (c) group for 6 months which equivalent to attending 2 meetings as a gauge of commitment,