



## TAUNET NELEL WELFARE ASSOCIATION CONSTITUTION



### TAUNET NELEL WELFARE ASSOCIATION 'CONSTITUTION 2024'

***'Together we stand, divided we fall'***



# TAUNET NELEL WELFARE ASSOCIATION CONSTITUTION



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### 1 Name

- 1.1. The name of the association shall be **TAUNET NELEL WELFARE ASSOCIATION – VICTORIA**

### 2 Rules

- 2.1. In these rules, unless the contrary intention appears:  
“Financial year” means the year starting **1st July** and ending on **30th June**.

2.1.1. “Annual General Meeting (AGM)” means a yearly general meeting of the members’ convened in accordance with the constitution.

2.1.2. “Member” means a member of the association who has paid the agreed amount and continues to abide by the rules, regulations and continued financial obligations as per the organization.

- 2.2. In these rules, a reference to the committee of Taunet Nelel Welfare Association is a reference to:

2.2.1. When a person/s holds office under these rules as leaders of the Association to that person/s; and



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2.2.2. In any other case, to the office bearers of the  
Taunet Nelel Welfare Organisation.

### **3 Vision:**

To create a resilient and caring community where every member  
feels valued and supported.

### **4 Mission:**

Taunet Nelel Welfare Association is committed to building a resilient and caring community by offering compassionate financial support and essential welfare services to our members, particularly in times of bereavement. We strive to ease burdens, honor our members' contributions, and foster a culture of mutual aid and well-being within the Kalenjin community in Victoria, Australia.

### **5 Statement of Purpose:**

Taunet Nelel Welfare Association is a subsidiary of Taunet Nelel Incorporated, a not-for-profit entity based in Melbourne, formed by members of the Kalenjin community living in Victoria Australia.

Our primary aim is to foster a supportive and cohesive community through mutual aid and financial assistance to the registered members, particularly during times of bereavement.

Recognizing the profound impact of loss, we are committed to providing timely and compassionate financial support to our members to help alleviate the burdens associated with such difficult times.



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### 6 Key Objectives:

- 6.1. Facilitate in the development and provision of welfare services to the members Taunet Nelel Welfare Association.
- 6.2. Coordinate the delivery of welfare services to the members of Taunet Nelel Welfare Association.
- 6.3. Sensitize and influence the policies governing the welfare organization in the delivery of welfare services to the members of Taunet Nelel Welfare Association.
- 6.4. Promote recognition of, and respect for, the contributions of the members of Taunet Nelel Welfare Association.
- 6.5. Promote the well-being of the members of Taunet Nelel Welfare Association.”

### 7 Membership

- 7.1. TAUNET NELEL welfare is a Service enjoyed **ONLY** by registered members of TAUNET NELEL Incorporated.
- 7.2. Any person who is a registered member of TAUNET NELEL Incorporated shall be eligible to become a member of



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TAUNET NELEL WELFARE subject to the payment of agreed \$300.00 as stipulated in Article (9.2).

- 7.3. Upon joining the TAUNET NELEL welfare Association, a member can claim for assistance after a 3-month grace period.
- 7.4. The claim of this nature entails full member claim as proclaimed on nature of member assistance as outlined in articles (8.1, 8.2, 8.3).
- 7.5. A member can exit the Welfare Association by giving 28 days written notice to the TAUNET NELEL Welfare association Director through the Secretary.
- 7.6. Upon receiving a written communication from a member (As per Article 2.3) the association Director shall/assign a committee member to try and reach out to the member to see if there are any issues informing the exit and looking into a possibility of finding a solution.
- 7.7. If no resolution is reached, the Director will notify TAUNET NELEL Welfare Association leadership to process the request of the member upon clearing any outstanding fees owed to the Welfare.



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7.8. A member can exit from TAUNET NELEL welfare Association but remain a member of TAUNET NELEL Incorporated and can re-join the Welfare after meeting membership requirements during the next intake upon applying and paying required fees.

### 8 Membership Threshold for Operational Welfare

Disbursement.

8.1. For the welfare fund to commence operations and facilitate the disbursement of any benefits or funds, a minimum registration of **60 members** must be achieved.

8.2. The welfare cannot be operational until the above membership threshold has been met.

8.3. The maximum number of members that can join the welfare is unlimited.

### 9 Membership Fees

9.1. Every member of **Taunet Nelel Incorporated** shall qualify to be a member as stipulated in article (7.2)



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- 9.2. After registration of membership, a member shall be required to pay a Non-refundable **AUD 300** as a one-off payment within a period of **90 days** in order to enjoy the full membership benefits.
- 9.3. The amount can be spread over the 90 days, or as a one-off payment or as 3 instalments of **AUD 100** or **AUD 50.00** fortnightly whichever convenient to the member.
- 9.4. Upon making any payment, the member must forward the deposit information to the official Taunet Nelel Welfare Association email provided.
- 9.5. After transfer of any funds to a member faced with the situations outlined in **Articles (9.1, 9.2, 9.3)** members shall contribute equally to replenish the amount availed to the bereaved/affected member/s within a period of 2 weeks.
- 9.6. The bereaved member shall not make a contribution to replace the funds used.
- 9.7. If a member fails to make a contribution after fund disbursement, the member shall be sent two reminders and if he/she does not respond accordingly, the member will be moved to **INACTIVE** status and will be subjected to **THREE months** waiting period before they can benefit from the welfare





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funds. Should any member's account fall to INACTIVE status, and he/she wishes to be moved back to active status, they **MUST** clear all the outstanding arrears plus a 30% penalty fee on top of what he/she is required to pay.

9.8. Taunet Nelel Welfare Association funds shall always be deposited in the TAUNET WELFARE ASSOCIATION account and must have a separate ledger.

9.9. This money **SHALL NOT** be used for any other purpose whatsoever, apart from those outlined in **Article (9.1, 9.2 & 9.3)**.

### 10 Other sources of funds.

10.1. Annual fund-raising dinner to be done every 1<sup>st</sup> weekend of July.

10.2. Donations.

10.3. Ruffle tickets during Taunet Nelel Events.

### 11 Transfer of Association's Funds/Benefits.

11.1. If a member of TAUNET NELEL Welfare Association is affected by circumstances listed in **Article (death-family, nuclear or the Member himself/herself)** as outline in articles below.



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- 11.2. If the association member dies, the family of the deceased will be paid **AUD 10,000.00.** by the association.
- 11.3. If a member is bereaved he/she shall be given **AUD 8,000 or 6,000 for Parents/guardians or extended family respectively.**
- 11.4. When bereavement has occurred, the member affected will notify the welfare coordinator by filling a death notification form (found in the Association's website) and the member shall receive his/her dues within **2-3** working days.
- 11.5. If the member is outside Australia at the time of transfer, this money will be sent to an account of his/her choice and any transaction fee will be borne by the member.
- 11.6. If a member is sick/accident related and admitted at hospital with accrued bill balance not covered by the available insurance and personal support mechanisms. This will be undertaken after adequate visits and confirmation by the welfare committee management team.
- 11.7. A member who has been in hospital for a period of 7-14 days will be paid AUD 1000.00 provided he/she suffices the committee with a medical certificate. Consequently, any



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member who will be admitted for more than 14 days will be paid AUD 2000.00 provided he/she has presented the proof of hospitalization.

### 12 Welfare Committee of Management

12.1. TAUNET NELEL WELFARE ASSOCIATIONS shall have a Team of Taunet Nelel welfare Incorporation Association committee.

12.2. The affairs of the Welfare Association shall be managed by a Taunet Nelel Welfare committee of **THREE** members **CHAIRMAN, TREASURER** and **SECRETARY** with two coordinators.

#### 12.3. **The Taunet Nelel Welfare Committee:**

12.3.1. Shall manage the business and affairs of the welfare.

12.3.2. May subject to these rules, the regulations and the Act, exercise all such powers and functions as may be exercised by the Taunet Nelel Welfare Association other than those powers and functions that are required by these rules to be exercised by



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general meetings of the members of the welfare Association; and,

12.3.3. Subject to these rules, the regulations and the Act has power to perform all such acts and things as appear to the Committee to be essential for the proper management of the affairs of the Welfare Association.

12.3.4. The welfare committee shall process applications for Welfare **STRICTLY** as outlined in article **2.2, 2.2.1, 2.2.2.**

### 13 The Roles and Responsibilities of the committee:

13.1. The group shall be managed by the following as members of the executive committee herein referred as EC.

**A. Director**

**B. Secretary**

**C. Treasurer**

**D. Coordinator/ disbursement officer**

**A. Director**

i. Shall chair all the group meetings



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- ii. Shall enforce discipline in the group
- iii. Ensure proper maintenance of assets
- iv. Shall be a symbol of unity among the members
- v. Shall jointly be liable alongside the treasurer and secretary to any misappropriation of funds

### **B. Secretary**

- i. Keeping good records, files and documents and ensure the database is correctly updated.
- ii. Calling meetings in consultation with the chairperson
- iii. Taking minutes during meetings
- iv. Check that meetings are held according to the rules in the constitution
- v. Shall be jointly liable alongside the director and treasurer to any misappropriation of funds.

### **C. Treasurer**

- i. Shall make rules on the financial transactions are followed to the latter.



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- ii. Shall handle all cash cheques donated/paid to the group by members, well-wishers and or other financial institution.
- iii. Shall maintain proper records of accounts of all group funds.
- iv. Shall avail the books of accounts for audit members or auditors on short notice.
- v. Shall present account records to the members in annual general meetings
- vi. Shall be the custodian of all the groups fund records
- vii. Shall oversee the disbursement of funds to the beneficiary(s).
- viii. Shall be jointly liable alongside the Director and secretary to any misappropriation of funds.

### **D. Coordinator**

- i. Shall co-ordinate and facilitate all groups programs as directed by the chairperson.
- ii. Shall facilitate the recruitment of new members
- iii. Shall organise fund-drives activities.



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iv. Two welfare coordinators and three members, The Chairman, Treasurer, Secretary shall be the members of the committee and Patron shall be **ex-officials** of the committee.

13.2. The TAUNET NELEL Welfare Association committee shall vet and approve all payouts as per Association constitution and sort advice from the Council and from members of the TAUNET NELEL Welfare Association when deemed necessary.

13.3. Each committee member of the Welfare Association shall hold office referred to in clause ( 10 A, B, C, D under its **subclauses**) until the next annual general meeting (AGM) when members will vote for a new committee.

13.4. In the event of a casual vacancy in any office referred to in clause ( ) the leadership may appoint one of the members to the vacant office and the appointed member may continue in office up to an annual general meeting (AGM).

13.5. Subject to clause 1 of the Act, the Committee shall consist of:

13.5.1. The **TWO (2)** welfare Coordinators of the Association, three committee members.



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- 13.5.2. The Chairman, Secretary and Treasurer of Taunet Nelel Incorporated Association.
- 13.5.3. The Patron is ex-official member.
- 13.6. The Coordinators of Taunet Nelel Welfare Association shall be elected at the annual general meeting (AGM) of the Association in each year. The three committee members shall be proposed and endorsed by half of the members during the same (AGM) but their appointment shall take effect after three months from endorsement to avoid all committee vacating office at the same time.
- 13.7. The committee of Taunet Nelel Welfare Association shall have powers to frame by laws and such other regulations as are required for achieving the aims and objectives of the Association.
- 13.8. All monies disbursed on behalf of the Association shall be authorized by the committee of Taunet Nelel welfare Association.
- 13.9. Disbursement of funds shall be approved by any 2 signatories from the proposed 3.





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### 14 Records:

The records of the welfare shall be kept confidentially using the following.

- 14.1. Manual Records through the use of a physical ledger, notebooks, or binders to store information.
- 14.2. Spreadsheets through the use software like Excel or Google Sheets to maintain digital records which can be easily updated and shared if needed.
- 14.3. Database Software such as Microsoft Access or a custom-built system to track detailed information if need be.
- 14.4. Welfare Management Software that offers specific tools designed for welfare groups, such as **CharityTracker** or **Penelope**, which offer built-in features for tracking welfare services.

### 15 Accountability and Monitoring

- 15.1. A copy of accounts and statements SHALL be furnished to all members of the Welfare Association after every transfer of funds has been made.



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- 15.2. Taunet Nelel Welfare association will ensure accountability through regular audits that will be conducted to ensure proper use of welfare funds.
- 15.3. If need be, Taunet Nelel Welfare association member representatives would be engaged in the audit process.
- 15.4. The Taunet Nelel Welfare association will conduct random checks to ensure compliance with the terms of welfare services.
- 15.5. At the end of each financial year, an accountant shall be appointed by the committee to perform a professional audit of the Welfare Account.

### **16 Review and Amendments**

- 16.1. Taunet Nelel Welfare association will be reviewing its policies and procedure annually to ensure its effectiveness is relevant.
- 16.2. Any amendments done by Taunet Nelel Welfare committee will be proposed by the committee itself and it will be approved during the general assembly.



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### 17 Communication and Awareness

17.1. The Taunet Nelel Welfare Association shall conduct regular workshops and information sessions that would serve to educate the members about the availability of welfare service and the application process.

17.2. Information dissemination about the welfare services will be made available through the Taunet Nelel Incorporated organisation website and all the social media platforms such as WhatsApp, Facebook and Instagram.

### 18 Feedback Mechanism

18.1. The Taunet Nelel Welfare Association members can provide feedback on welfare services through feedback forms available online.

18.2. A formal grievance redressal mechanism will be made available to address any complaints or issues that relate to the welfare services.



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### **19 Ethical Consideration**

19.1. Taunet Nelel Welfare association member's information that relates to welfare services will be kept confidential at all cost and it would only be accessed by key personnel who will be required to bear 2 signatories every time they are required to access the information.

19.2. Any decision made by Taunet Nelel Welfare association regarding the welfare services will be made impartially without any form of discrimination.



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## 20 Application Form

### TAUNET NELEL WELFARE ASSOCIATION

#### DECLARATION

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

Last Name \_\_\_\_\_

Phone Number: \_\_\_\_\_ Entail Address: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Street Address. \_\_\_\_\_ Unit # \_\_\_\_\_

City \_\_\_\_\_ Postal Code \_\_\_\_\_

State \_\_\_\_\_

Signature \_\_\_\_\_



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## 21 Application for Membership

### 1. Member

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Legal Residence Address:

Street Address: \_\_\_\_\_ UNIT# \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Please print clearly the full names and relationship including the beneficiaries who are;

Your Spouse, Your Children, Your Parents and Your Spouse's Parents if applicable.

### 1. Spouse

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name \_\_\_\_\_ D.O.B \_\_\_\_\_

#### Children:

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name \_\_\_\_\_ D.O.B \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name \_\_\_\_\_ D.O.B \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name \_\_\_\_\_ D.O.B \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name \_\_\_\_\_ D.O.B \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name \_\_\_\_\_ D.O.B \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name \_\_\_\_\_ D.O.B \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name \_\_\_\_\_ D.O.B \_\_\_\_\_



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## 2. Parents:

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name \_\_\_\_\_ D.O.B. \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name \_\_\_\_\_ D.O.B. \_\_\_\_\_

## 3. Spouse Parents:

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name \_\_\_\_\_ D.O.B. \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name \_\_\_\_\_ D.O.B. \_\_\_\_\_

## 4. Guardians:

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name \_\_\_\_\_ D.O.B. \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name \_\_\_\_\_ D.O.B. \_\_\_\_\_

Please provide two (2) references from which one must be a prominent/community leader/pastor within community of institution.

### Reference 1.

Full Names \_\_\_\_\_ Phone Number: \_\_\_\_\_

### Reference 2.

Full Names: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_



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### 22 TAUNET NELEL WELFARE ASSOCIATION WAIVER

#### WAIVER OF LIABILITY/HOLD HARMLESS AGREEMENT

1. In consideration of my voluntary participation in the **TAUNET NELEL WELFARE ASSOCIATION**, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE **TAUNET NELEL WELFARE ASSOCIATION** or its Committee.
2. That I have read, understood and signed Member Forms of **TAUNET NELEL WELFARE** Registration form and abide by its rule as stipulated in the constitution.
3. I further hereby AGREE TO INEMNIFY AND HOLD HARMLESS the leadership from any loss, liability, damage or costs, including court cost and attorney's fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, negligence, breach of contract, or other misconduct on the party of leadership or otherwise.
4. It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the leadership involved. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the of Australia, Victoria.
5. I further hereby agree that my membership to the **TAUNET NELEL WELFARE ASSOCIATION** is non-transferable and the registration fee is non-refundable and I will not sue or request any refund from the welfare after membership termination either voluntary or any other reason deemed to stop me from being a member.
6. I further hereby agree and consent that my continued membership at **TAUNET NELEL WELFARE ASSOCIATION** is subject to my performance and compliance per fund guidelines. Should my membership with the association be revoked by the Committee for reasons of non-performance and non-compliance, I consent that there will be no refunds of any kind. If I terminate my membership with the Lewisville Declaration Welfare Group, there will be no refunds of any kind.
7. I further hereby agree and covenant to submit and will replenish contribution within 14 business days after being notified of the death of an individual covered by said fund. This amount may vary from time to time based on the membership of fund. If the payment is





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not received by the deadline date, the member will be sent 2 reminders after which he/she will be moved to inactive status failure to contribute the amount required. I further agree to pay 30% on top of what I was required to pay in order to reactivate my membership.

8. I further hereby affirm that it is my understanding that only members of my immediate family eg.(my spouse, my children.my marital parents and my spouse marital parents) are included in my fund application Form and are covered under said fund.
9. I further hereby agree that it is my sole responsibility to update my membership data with any new members of my family limited to newborn children and spouse in the event of marriage after the initial application submission.
10. I further hereby agree and consent that **TAUNET NELEL WELFARE ASSOCIATION** will, at their discretion may verify any reported death. I agree to submit all requested documents (eg. But not limited death registration (mortuary documents), official death registration from area chief) that maybe required before or after the funds are disbursed depending on the request.
11. I hereby consent that in case of any disputes, the same shall be referred to the Committee and upon fair hearing their decision will be final.
12. Notwithstanding all terms and provisions of this program, I further hereby consent that nothing shall be paid to me during the grace period of said fund. Accordingly, therefore, unless otherwise stated the benefits shall accrue not earlier than the welfare start date.

**IN SIGNING THIS WAIVER/RELEASE, I ACKNOWLEDGE AND REPRESENT THAT;**

I have read the foregoing waivers, waiver of Liability and hold harmless agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18yrs) years of age and fully competent; and I have voluntarily executed the release For full, adequate and complete consideration fully intending to be bound by same.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_