



THE BYE-LAWS OF NYCC CO-OPERATIVE SOCIETY LTD

©2019

TABLE OF CONTENTS

REAMBLE.....	0
SECTION 1: NAME.....	0
SECTION 2: REGISTERED OFFICE:	0
SECTION 3: MOTTO.	0
SECTION 4: SUPREMACY.	0
SECTION 5: AIMS AND OBJECTIVES.....	0
SECTION 6: AIMS AND OBJECTIVES.	1
SECTION 7: MEMBERSHIP	1
SUB-SECTION 1: ADMISSION OF ORDINARY MEMBER	1
SUB-SECTION 2: WORKER MEMBER	2
SUB-SECTION 3: OBLIGATION AND DUTIES OF WORKER MEMBERS.....	2
SUB-SECTION 4: BENEFITS OF WORKER MEMBERSHIP	2
SUB-SECTION 5: TERMINATION OF MEMBERSHIP	3
SUB-SECTION 6: NOMINATION	3
SECTION 8: FUNDS	3
SUB-SECTION 1: CONTRIBUTION.....	3
SUB-SECTION 2; SAVINGS.....	4
SUB-SECTION 3: DISBURSEMENT OF SAVINGS	4
SUB-SECTION 4: CUSTODY OF FUNDS.....	4
SUB-SECTION 5: USE OF FUNDS:	5
SUB-SECTION 6: INVESTMENTS:.....	5
SUB-SECTION 7: DISPOSALS OF SURPLUS	5
SUB-SECTION 8: BOOKS AND ACCOUNTS.	6
SECTION 9: LOANS.....	6
SUB-SECTION 1. TYPES OF LOANS	6
SUB-SECTION 2. QUALIFICATION FOR LOAN.....	7
SUB-SECTION 3: ADMINISTRATIVE CHARGES ON LOAN	7
SUB-SECTION 4: REPAYMENT OF THREE (3) MONTHS TENORED LOAN	8
SUB-SECTION 5: REPAYMENT OF SIX (6) MONTHS TENORED LOAN	8

SUB-SECTION 6: REPAYMENT OF TWELVE (12) MONTHS TENORED LOAN	8
SECTION 10: MANAGEMENT BODY OF THE CO-OPERATIVE	9
SECTION 11: DUTIES OF MANAGEMENT COMMITTEE.....	9
SUB-SECTION 1: THE PRESIDENT.....	9
SUB-SECTION 2: VICE -PRESIDENT.....	10
SUB-SECTION 3: GENERAL SECRETARY	10
SUB-SECTION 4. ASSISTANT GENERAL SECRETARY.	10
SUB-SECTION 5: TREASURER.	11
SUB-SECTION 6: FINANCIAL SECRETARY	11
SUB-SECTION 7. ASSISTANT FINANCIAL SECRETARY	11
SUB-SECTION 8: PROVOST MARSHAL	11
SUB-SECTION 9: LEGAL/TECHNICAL ADVISER	12
SUB-SECTION 10: THE SECRETARIAT	12
SECTION 12: TENURE OF OFFICE	12
SECTION 13: CODE OF CONDUCT	13
SECTION 14: ORGANS OF THE CO-OPERATIVE.....	13
SUB-SECTION 1: BOARD OF TRUSTEES.....	13
SUB-SECTION 2: MANAGEMENT COMMITTEE.....	14
SUB-SECTION 3: REMOVAL OF MEMBER OF THE MANAGEMENT COMMITTEE	15
SUB-SECTION 4: ELECTORAL COMMITTEE	16
SUB-SECTION 5: AUDIT COMMITTEE	17
SUB-SECTION 5: DISCIPLINARY COMMITTEE.....	17
SECTION 15: MEETINGS	18
SUB-SECTION 1. ORDINARY GENERAL MEETING	18
SUB-SECTION 2: ANNUAL GENERAL MEETING (AGM).....	19
SUB-SECTION 3: MANAGEMENT COMMITTEE MEETINGS.....	19
SUB-SECTION 4: SPECIAL MEETINGS	19
SECTION 16: MISCELLANEOUS PROVISIONS.....	20
SUB-SECTION 1: EQUITY RIGHTS AND PRIVILEGES OF MEMBERS	20
SUB-SECTION 3: SEAL	20
SUB-SECTION 4: AUDIT AND SUPERVISION FEES (A.S.F):.....	20

SUB-SECTION 5: LIQUIDATION	20
SUB-SECTION 6: AMENDMENT	21
SUB-SECTION 7: INTERPRETAION.....	21

PREAMBLE

This Bye-law contains the aims, objectives, functions of officers or offices and methods of running NYCC Cooperative Society Ltd (herein after referred to as the Society). It shall form the official working document of the Co-operative.

SECTION 1: NAME

The name of the Co-operative shall be **"NYCC CO-OPERATIVE SOCIETY LTD"**

SECTION 2: REGISTERED OFFICE:

The registered office of the Co-operative shall be in Nigeria. The head office shall be in Federal Capital Territory and its environs or such other area as shall be decided from time to time. It is formed for the purpose of promoting savings and small-scale business through thrift and credit facilities.

SECTION 3: MOTTO.

Its motto shall be "Creating Endless Opportunities".

SECTION 4: SUPREMACY.

This Bye-law shall be the supreme authority guiding the activities of all members of the Co-operative and shall have binding force on all members.

SECTION 5: AIMS AND OBJECTIVES.

The aims and objectives of the Co-operative shall be as follow

- (a) To encourage savings among members of the Co-operative through thrift.
- (b) To create a healthy national economy through the promotion of small scale businesses or enterprises by mobilizing funds from within and outside the Co-operative.
- (c) To promote development of co-operative ideas and improve their economic conditions by way of better business practice and explore areas of viable economic ventures.
- (d) To disburse loans to members of the Co-operative.
- (e) To carry out other measures designed on co-operative principles to encourage mutual and self-help amongst members.
- (f) To engage in other ventures such as marketing of consumer goods, transportation, construction, investment, insurance and stock brokerage, commission Agency, crowdfunding, property and real estate development and management, general merchandise, general contract and supplies.

SECTION 6: SOURCES OF FUNDS:

For the purpose of raising and generating funds and other resources (cash or kind) in order to realize its aims and objectives, the Co-operative shall;

- (a) Obtain the value of determined number of shares.
- (b) Raise funds through the registration of members, save monies by members and interests on loans.
- (c) Surplus arising out of the business of the Society
- (d) Accept donations of cash or kind, cheques or direct deposit into the Co-operative bank account, from individuals and organizations in Nigeria or elsewhere.
- (e) Generate funds from the activities of the Co-operative.
- (f) Collect monies from any other legal source or means.

SECTION 7: MEMBERSHIP

The Co-Operative shall have two types of membership as follows:

- (a) Ordinary membership
- (b) Worker membership

SUB-SECTION 1: ADMISSION OF ORDINARY MEMBER

Ordinary Membership of the Co-operative shall:

- (a) Be open to the general public and persons above 18 years irrespective of sex, religion, creed, political affiliations, associations, birth, place of residence, social and educational status.
- (b) Be by applicant's membership form, along with 2 passport sized photographs of the applicant and the payment of a non-refundable fee of N10,000 only or as may be determined from time to time by the management committee.
- (c) Be by applicant's purchase of a minimum of 100 Shares denominated at Two Hundred Naira (N200) per Share, which should not be less than Twenty Thousand Naira Only (N20,000) but not exceeding 20% of the total paid up share capital by all members at any point in time.
- (d) Be upon review and approval of applicants' suitability by the management committee of the Co-operative.
- (e) Upon the proposed member's payment of the prescribed fees, his name shall be entered in a register of members kept for that purpose.

§SUB-SECTION 2: WORKER MEMBER

Worker Membership of the Co-operative shall:

- (a) Be open to graduates with minimum qualification of ND/NCE irrespective of sex, religion, creed, political affiliations, associations, birth, place of residence, social and educational status.
- (b) Be by prequalification assessment, oral or written, by the management committee to ascertain suitability
- (c) Be by applicant's membership form, along with 2 passport sized photographs of the applicant and the payment of a non-refundable fee of N10,000 only or as may be determined from time to time by the management committee.
- (d) Be by applicant's purchase of a minimum of 100 Sharesdenominated at Two Hundred Naira (N200) per Share, which should not be less than Twenty Thousand Naira Only (N20,000) but not exceeding 20% of the total paid up share capital by all members at any point in time.
- (e) Provision of two guarantors, preferably members of the Society in good financial standing.
- (f) Be upon the review and approval of applicants' suitability by the management committee of the Co-operative.
- (g) Upon the proposed member's payment of the prescribed fees, his name shall be entered in a register of members kept for that purpose.

§SUB-SECTION 3: OBLIGATION AND DUTIES OF WORKER MEMBERS

Worker Members of the Co-operative shall:

- (a) Serve as mobile money collection agents of the Co-operative
- (b) Create awareness about the Co-operative and its programs and drive membership
- (c) Protect the Society's equipment, trade secrets, and materials in his or her possession

§SUB-SECTION 4: BENEFITS OF WORKER MEMBERSHIP

Worker Membership shall be held for two years, within which time worker members shall:

- (a) Use their shareholding to trade and transact in savings
- (b) Shall be incentivized by their transaction performance and receive commission every transaction.
- (c) Receive special training to prepare them for setting up business of choice
- (d) Build up their shareholding in preparation for financing their business upon expiration of two years

- (e) Receive supplementary funding either by equity or loan from the Co-operative to finance their business upon expiration of two years.

§SUB-SECTION 5: TERMINATION OF MEMBERSHIP

Membership of the Co-operative shall be terminated in the event of

- (a) Death,
- (b) Permanent insanity or disease of the mind,
- (c) Voluntary withdrawal of applicant where thereof the applicant's contribution will be sold over to an intending buyer,
- (d) Expulsion from the Co-operative
- (e) Any other incapacitation. Provided that in either case, shares of the member shall be repurchased and sold to interested members.
- (f) Worker Members shall transition membership to Ordinary Member upon successful fulfilment of two years as Worker Member, subject to approval by the Management Committee

§SUB-SECTION 6: NOMINATION

Every member of the Co-operative shall as part of registration nominate in writing a person(s) to whom his or her entitlement will be paid in event of death, permanent insanity, disease of the mind or any other permanent incapacitation. Such a person when nominated shall be known as a "nominee".

§SECTION 8: FUNDS

§SUB-SECTION 1: CONTRIBUTION

- (a) There shall be an account opened with the Co-operative by the management committee for each member.
- (b) Contribution shall be by cash, cheque, cryptocurrency or direct payment into bank account of the Co-operative.
- (c) Contributions made by cheque shall however only be recognized into the account of the depositor when value of the cheque has been received by the Co-operative.
- (d) Where contributions are made directly into Co-operative bank account, members must show the certified teller as well as confirmation of receipt from the bank before the contribution shall be recognized in his or her account.
- (e) Any contribution made through a third party shall be at the members risk as the Co-operative shall not be liable for non-remittance of the money.
- (f) No member of the Co-operative shall have more than 10% of the called-up shares at all times.

SUB-SECTION 2: SAVINGS

- (a) There shall be savings of Ten Thousand Naira Only (N10,000.00) and above for every member of the Co-operative in a month.
- (b) Members are required to save a minimum of One Thousand Naira Only (N1,000) daily through the Co-operative's mobile agents, by cash, cheque, cryptocurrency or direct payment into bank account of the Co-operative
- (c) That if a member defaults in his or her savings for a month, he or she shall pay a fine of One Thousand Hundred Naira Only (N1,000) representing 10% of N10,000.00 for the defaulted month.
- (d) That if the default exceeds three calendar months, he or she shall be suspended for one month, within which such a member is expected to clear his indebtedness failure of which punitive measures shall be followed as directed by the AGM.
- (e) Members' savings shall attract N300 monthly fee and 3% transaction fee on every transaction.
- (f) Savings that are fixed for one financial year (12 months) shall earn interest of 5%.

SUB-SECTION 3: DISBURSEMENT OF SAVINGS

- (a) A member shall be entitled to 100% withdrawal of his or her total savings at the end of every three months (3) from first date of savings cycle.
- (b) A member may transfer all or part of his or her savings to increase their shareholding.
- (c) In case of full transfer, he or she shall be required to commence savings with one month as stipulated in Sub-Section 2(b) above.
- (d) In the case of part transfer, the balance shall be rolled-over to continue the minimum savings run of three (3) months.

SUB-SECTION 4: CUSTODY OF FUNDS.

After funds have been raised through the various ways or methods;

- (a) The fund must be deposited with a licensed bank in Nigeria, approved by the members within 24 hours.
- (b) The management committee of the Co-operative shall have the responsibility of operating the bank account in a licensed bank in Nigeria.
- (c) The authorized signatories to the Bank Account shall be
 - (i) The President.
 - (ii) The Secretary.
 - (iii) The Treasurer.

Provided that the bank may honour endorsement from any of the two signatories above.

SUB-SECTION 5: USE OF FUNDS:

The funds of the Society shall be applied only for the furtherance of its objectives in accordance with these Byelaws.

SUB-SECTION 6: INVESTMENTS:

Such funds that the Society does not require for current use may be invested by the management committee in any manner permitted by Law and Regulations and approved by the Director.

SUB-SECTION 7: DISPOSALS OF SURPLUS

At the end of every financial year (12 months), the net surplus shall be appropriated as follows

- (a) 40% of the surplus shall be shared to members equitably, based on their shareholding as at the first half of the financial year.
- (b) 15% shall be allocated to the management committee and shall be shared among them as follows
 - (i) President 15%
 - (ii) Vice president 13%
 - (iii) General Secretary 12%
 - (iv) Assistant General Secretary 5%
 - (v) Treasurer 10%
 - (vi) Financial Secretary 10%
 - (vii) Assistant Financial Secretary 5%
 - (viii) Provost Marshal 10%
 - (ix) Legal/Technical Adviser 10%
 - (x) Board of Trustee 10%
- (c) Reserve Fund: At least 25% shall be carried to the reserve fund for the Co-operative, unless a lower rate is prescribed by the Director.
 - (i) The reserve fund shall be indivisible and no member shall be entitled to claim a specific share in it. Except with the permission of the Director, it shall not be utilized in the business of the Society, but shall be deposited or invested in accordance with sections 33 and 34 of the Nigerian Cooperative Societies Act, 2004 and section 25 of Law subject to the written permission of the Director.
- (d) 20% of the surplus shall be retained as development fund to benefit members and their communities, and shall be appropriated on member's welfare, education, honoraria, community projects etc, as deemed fit by the management committee with approval from the Director.

SUB-SECTION 8: BOOKS AND ACCOUNTS.

The accounts and records of the proceedings of the Co-operative shall be maintained as follows:

- (a) A membership and Attendance Register, showing the name, address, specimen signature and occupation of every member, the number of shares held by him, the date of his admission to membership, the Nominee appointed and the member's attendance at general meeting.
- (b) A cash book showing the receipts, expenditure and balance on each day on which business is done.
- (c) Digital savings ledger book that is printable
- (d) Loan ledger book (Digital/Physical), showing installment for repayment of loans
- (e) Savings and transaction SMS alerts to be kept by individual members and be updated each time contribution is made.
- (f) Contributors personal record file
- (g) Minute books for all proceedings at general, management and B.O.T. meetings.
- (h) Payment vouchers
- (i) Cash books (Receipt and Payment)
- (j) Such other records as may be prescribed by the Director

SECTION 9: LOANS

The Co-operative shall give out credit facilities as loan upon the acceptance of the application of members of the Co-operative subject to availability of funds and shall be for the purposes, which in the opinion of the Management Committee are productive or necessary, and in the best interest of the borrower.

SUB-SECTION 1. TYPES OF LOANS

The Co-operative shall operate the following Loans facilities;

- (f) **Normal loan:** which shall be the Co-operative loan facility tenured by three (3) months, six (6) months and twelve (12) months respectively, as duly regulated in the various sections of this Bye-law.
- (g) **Soft loan:** Which shall be the Co-operative's short term and emergency loan facility from N5,000 to N100,000 (One Thousand to One Hundred Thousand Naira Only), but not more than 50% of applicant's shareholding, available to members with repayment duration of One (1) calendar month with an interest rate not more than 5%.

- (i) Soft Loans shall be self-guaranteed. No third party surety or collateral shall be needed except in cases where soft loan requested is above 50% of applicant's shareholding, or any such reason that may arise.

SUB-SECTION 2. QUALIFICATION FOR LOAN

Any member of the Co-operative may be qualified for a loan subject to the approval of the management committee. The following are basic rules of qualification

- (a) The applicant must be regular in daily savings
- (b) The value of a member's shareholding shall be used to determine the loan that a member can take.
- (c) The loan that a member can take shall not exceed 500% of his shareholding.
- (d) There must be availability of funds to the Co-operative before application is granted.
- (e) No loans shall be made to members earlier than three (3) months of becoming a member of the Society except in the case of transfer or an existing loan of a past member to his nominee or other successor in interest.
- (f) An applicant must provide up to, but not more than 4 guarantors on application
 - (ii) The guarantor(s) must be financially active members of the Co-operative.
 - (iii) The guarantor(s) and the borrower must have at least a 100% net savings of the amount being sought by applicant.
 - (iv) The guarantor(s) must personally guarantee to repay the loan where borrower has defaulted in payment.
 - (v) He must also guarantee that the loan is used for the purpose for which it is being sought.

SUB-SECTION 3: ADMINISTRATIVE CHARGES ON LOAN

Upon application for loan, members shall

- (a) Pay a non-refundable application fee of N1, 000.00 (One Thousand Naira Only).
- (b) Where successful, pay 9%, 15%, and 24% up front on the amount borrowed for tenors of three (3) months, six (6) months and twelve (12) respectively.

SUB-SECTION 4: REPAYMENT OF THREE (3) MONTHS TENORED LOAN

The mode of repayment of loan shall be as follows:

- (g) The borrower shall repay 40% of the total amount borrowed by the 30th day (1 month) from the date of disbursement.
- (h) The balance of 60% shall be paid at the borrower's convenience within a period of 60 days (2 months) from the first repayment date after disbursement.
- (i) The loan shall be repaid within three months from the date of disbursement.
- (j) Non-repayment of any amount when due shall attract a paid charge of 10% on the loan principal balance.

SUB-SECTION 5: REPAYMENT OF SIX (6) MONTHS TENORED LOAN

The mode of repayment of loan shall be as follows:

- (a) The borrower shall repay 40% of the total amount borrowed by the 60th day (2 months) from the date of disbursement.
- (b) The balance of 60% shall be paid at the borrower's convenience within a period of 90 days (3 months) from the first repayment date after disbursement.
- (c) This loan shall be paid within Six months from the date of disbursement.
- (d) Non-repayment of any amount when due shall attract a paid charge of 10% on the loan principal balance.

SUB-SECTION 6: REPAYMENT OF TWELVE (12) MONTHS TENORED LOAN

The mode of repayment of loan shall be as follows:

- (a) The borrower shall repay 40% of the total amount borrowed by the 180th day (6 months) from the date of disbursement.
- (b) The balance of 40% shall be paid at the borrower's convenience within a period of 180 days (6 months) from the first repayment date after disbursement.
- (c) This loan shall be paid within twelve months from the date of disbursement.
- (d) Non-repayment of any amount when due shall attract a paid charge of 10% on the loan principal balance.

SUB-SECTION 7: REPAYMENT OF LOAN

- (a) A borrower who fails to repay the 40% on the stipulated time as stated in (1) above shall:
 - (i) Where the default continues for more than 14 days, the loan shall be recalled and the borrower and guarantor's net saving swapped to clear the loan.

- (ii) Where the savings of both borrower and guarantor fall short of the balance on the loan, the borrower's share capital will be sold to balance up.
- (iii) Where there is excess from the sales of the share capital, such excess shall be used to augment the guarantors account.
- (iv) Be charged 10% flat on the amount borrowed.

SUB-SECTION 8: APPROPRIATION OF DEBIT PAYMENT

- (b) When a member from whom money is due, pays any sum to the Society, it shall be appropriated in the following order;
 - (i) Share payments, penalty and other miscellaneous charges due by him.
 - (ii) Interest on loan, and
 - (iii) Principal loan.

SECTION 10: MANAGEMENT BODY OF THE CO-OPERATIVE

There shall be elected for the Co-operative the following officials by the members in an Annual General Meeting (AGM)

- (1) The President
- (2) The Vice-President
- (3) General Secretary
- (4) Assistant General Secretary
- (5) Treasurer
- (6) Financial Secretary
- (7) Assistant Financial Secretary
- (8) Provost Marshal
- (9) Legal/ Technical Adviser.

SECTION 11: DUTIES OF MANAGEMENT COMMITTEE

SUB-SECTION 1: THE PRESIDENT

The following are among the duties of President. The President shall:

- (a) Preside over all general meetings of the Co-operative and meetings of the management committee.
- (b) Head the management committee and also be a member of the Board of Trustee.
- (c) Sign the minutes of all management and general meetings
- (d) Supervise the general administration and smooth running of the Co-operative.

- (e) Authorize the summoning of all meetings according to the constitution including emergency meetings where he feels necessary or in receipt by him of a written request signed by at least five active members who shall not be in areas of dues and must have substantial shares.
- (f) Represent the Co-operative in conjunction with the management committee at all meetings involving external bodies.
- (g) Have a casting vote at the AGM or management meetings where there is a tie.
- (h) Be an 'A' signatory to the Bank account of the Co-operative.

SUB-SECTION 2: VICE -PRESIDENT

The vice-president shall assist the President and in the absence of the latter, the former shall act for him to the extent provided for by this Bye-law.

SUB-SECTION 3: GENERAL SECRETARY

The General Secretary shall:

- (a) Be responsible for the general administration of the Co-operative.
- (b) Take minutes and keep records of proceedings of all meetings where he should be present.
- (c) Be responsible for issuing notices for meetings and circulating correspondences on behalf of the Co-operative.
- (d) Receive and respond to all correspondences as directed by the management committee.
- (e) Supply on the authorization of the management committee, information applies for by members and another Co-operative.
- (f) Extract and circulate as instructed by the management committee, decisions of all meetings.
- (g) Carry out or cause to be carried out all instructions arrived at all meetings within five (5) working days from the date of meeting.
- (h) Shall be a 'B' signatory to the account of the Co-operative.

SUB-SECTION 4. ASSISTANT GENERAL SECRETARY.

The Assistant General Secretary shall assist the General Secretary and in the absence of the latter, the former shall act for him to the extent provided for by this Bye-law.

§SUB-SECTION 5: TREASURER.

- (a) Shall be responsible for the safe keeping of all monies of the Co-operative.
- (b) Shall receive and keep receipts for all monies paid to the Co-operative and shall demand receipts for expenses.
- (c) Shall ensure the banking of all monies of the Co-operative within 24 hours.
- (d) Shall keep accurate record of all incomes and expenditures and advance money to any member as may be approved by the management committee.
- (e) Shall in conjunction with the Financial Secretary, prepare and give Financial report to the Co-operative whenever called upon to do so and submit same to the auditors for the purpose of auditing at the end of every contribution cycle.
- (f) Shall be a 'B' signatory to the account of the Co-operative.
- (g) Shall keep an imp rest of such sum of money as the management committee may decide upon.

§SUB-SECTION 6: FINANCIAL SECRETARY

- (a) Shall keep proper and up to date records of all the Co-operative financial transactions and maintain a financial book for this purpose.
- (b) Collect and promptly pay monies of the Co-operative to the Treasurer.
- (c) Shall work in conjunction with the Treasurer in receiving and documenting all finances accruable to the Co-operative.
- (d) Shall prepare and give monthly quarterly and annual financial report to the Co-operative whenever called upon to do so and submit same to the auditors for the purpose of auditing at the end of the Co-operative for the preceding year.
- (e) Shall circulate to the Trustee and every member of the management committee, the audited accounts and balance sheet of the Co-operative for the preceding year.

§SUB-SECTION 7. ASSISTANT FINANCIAL SECRETARY

The Assistant Financial Secretary shall assist the Financial Secretary and in the absence of the latter, the former shall act for him to the extent provided for by this Bye-law.

§SUB-SECTION 8: PROVOST MARSHAL

The Provost Marshal shall:

- (a) Be responsible for instilling order/discipline among members of the Co-operative during meetings.
- (b) Handle entertainment/welfare matters at all general meetings.

- (c) Serve as a mouth piece and image maker of the Co-operative through efficient propagation of its activities.
- (d) Carry out any other image making responsibility as may be assigned by the management committee.

§SUB-SECTION 9: LEGAL/TECHNICAL ADVISER

- (a) The Co-operative shall have a legal / Technical adviser who shall be a Co-operative member and who shall accept to serve the Co-operative.
- (b) He shall handle and render advice to the Co-operative on all legal matters and shall also act for or take steps to represent and protect the interest of the Co-operative or of its members in any Court of Law or Tribunal.
- (c) Serve as a Secretary for the Board of Trustee.

§SUB-SECTION 10: THE SECRETARIAT

- (a) The society shall have a secretariat where its activities shall be coordinated.
- (b) The secretariat shall be supervised by the General Secretary and other Management Committee members.
- (c) The secretariat shall employ officers who will work in the secretariat on the day-to-day running of the activities of the society.
- (d) Appropriate entry point and conditions of service for any employed staff shall be determined by the Management Committee from Secretariat Staff shall spend minimum of 3years before promotion can be considered.
- (e) Secretarial staff shall be entitled to remuneration, allowances and incentives as agreed to, by the Management Committee.
- (f) Secretariat staff shall be considered for confirmation as a full staff after two years of continuous service.
- (g) Secretariat staff shall be entitled to gratuity based on years of service according to the staff policy of the society.

§SECTION 12: TENURE OF OFFICE

- (a) All elected officers of the Co-operative shall be entitled to a four-year term.
- (b) Notwithstanding anything in this Bye-law. An Executive of the Co-operative shall be eligible for election to the same office for not more than two terms of two years.
- (c) The management committee shall call for an election at the end of every fourth financial year.
- (d) Any Executive of the Co-operative may resign from office. Where an Executive wish to resign he must first give two months' notice to that effect to the General Secretary or in the case of the General Secretary to the President. The notice shall in turn be presented to members in General

meeting for a resolution. After approval, the Executive member shall be deemed to have resigned.

- (e) After the resignation of an Executive member, the management committee with the consent of the Trustee may appoint another member to act in that office pending election to fill the vacancy.

SECTION 13: CODE OF CONDUCT

It is hereby established by this Co-operative, code of conduct which shall have binding force on the Co-operative Trustee, Executive members and members at all levels. The code prohibits all members from the following:

- (a) Showing disrespect to other members of the Co-operative or willful disobedience to other members of the Co-operative.
- (b) Drunkenness and unruly conduct at meetings.
- (c) An Executive member shall not put himself in a position, where his interest shall conflict with his official responsibilities or which enables him to exploit other members of the Co-operative.
- (d) An Executive shall be trustworthy, responsible and put the interest of the Co-operative and its members above his personal interest
- (e) Members must uphold and defend the Bye-laws of the Co-operative at all times.

SECTION 14: ORGANS OF THE CO-OPERATIVE

- (a) BOARD OF TRUSTEES
- (b) MANAGEMENT COMMITTEE
- (c) ELECTORAL COMMITTEE
- (d) AUDIT COMMITTEE
- (e) DISCIPLINARY COMMITTEE

SUB-SECTION 1: BOARD OF TRUSTEES

- (a) The trustees shall be recommended by the management committee and approved by the members in the Annual General meeting. There shall be (5) five trustees at all times.
- (b) Members of the Board of trustees shall hold meetings quarterly; they shall not be eligible to contest for management position.
- (c) Shall hold office for a period of 3 (three) years. Provided that such appointments may be renewed for as many times as is desired.
- (d) The Trustee shall be men and women of integrity with unqualified devotion to the ideals and objectives of the Co-operative.
- (e) A trustee shall cease to hold office if he;

- (i) Dies
 - (ii) Resigns his office
 - (iii) Becomes insane or is unsound mind
 - (iv) Is officially declared bankrupt
 - (v) Is convicted of a criminal offence involving dishonesty by a court of competent jurisdiction
 - (vi) Is recommended for removal from office by a member of the Co-operative in writing to the executive committee and such recommendation is ratified by a two third (2/3) majority of members present at a general meeting, where his performance is no longer acceptable.
 - (vii) Ceases to reside in Nigeria.
 - (viii) Where a vacancy occurs in the number of trustees, a special meeting shall be held by management committee to select an eligible member for appointment.
 - (ix) The Trustee shall have a common seal. Such common seal shall be kept in the custody of the secretary to the Board of Trustee and who shall in turn produce it when required by the trustees.
- (f) If such certificate is granted the trustees shall have power to acquire, accept and hold in trust, all land and assets belonging to the Co-operative on behalf of the Co-operative, subject to approval of the management committee, general meeting and such condition as the commission may impose.
 - (g) Shall act on behalf of the Co-operative on legal matters; engage the service of a legal practitioner, external auditors and such other professionals as the need arises.
 - (h) Members of the Board of Trustee shall elect a chairman amongst themselves.

SUB-SECTION 2: MANAGEMENT COMMITTEE

- (a) The officers of the Co-operative shall form the management committee. They shall hold office for a period 4 (four) years renewable once.
- (b) The management committee shall hold monthly meetings and the President can summon emergency meetings whenever the need may arise.
- (c) The quorum of the management meetings shall be 5 (five) members at the monthly meetings and 3 (three) members at emergency meetings.
- (d) The President of the Co-operative shall preside over management meetings. In absence, however the vice president can do same.
- (e) The management committee shall carryout the following functions

- (i) Lay down administrative rules and procedures for the smooth running of the society provided such rules and procedures do not violate or contravene the spirit and letters of the Law, regulations and these Bye-laws.
- (ii) Open and maintain bank accounts on behalf of the Co-operative in banks approved by members in a general meeting.
- (iii) Carryout recommendations of the audit committee and resolutions of members in a general meeting. Failure of which will attract disciplinary measure against the erring member of the committee.
- (iv) Maintain a separate file for its activities
- (v) Keep separate all monies belonging to the Co-operative and on no account, shall such money be mixed or used with other monies.
- (vi) Shall record all transactions of the Co-operative in the appropriate books
- (vii) Shall prepare the annual budget of the Co-operative. Issue receipts and other documents as prescribed by members of the Co-operative.
- (viii) Shall have the power to appoint new Management Committee member to fill any casual vacancy arising out of death, resignation, retirement or removal of a member of the Committee.
- (ix) Shall appoint committees to deliver assignments for the society as the need arises.
- (x) Shall engage the services of paid officers to assist it carry out its duties.
- (xi) Management committee decisions must be implemented promptly and all decisions can only be altered at the next management meeting or an emerging meeting of the committee.
- (xii) Management decisions shall have a binding force and must be complied with, by all members of the Co-operative

SUB-SECTION 3: REMOVAL OF MEMBER OF THE MANAGEMENT COMMITTEE

A member of the Management Committee shall cease to hold office if he;

- (a) Ceases to be a member of the society
- (b) Becomes of unsound mind;
- (c) Becomes a paid servant of the society
- (d) Is convicted on major criminal offence and;
- (e) Acts in a manner prejudicial to the interest of the society and he is removed by a majority vote of 2/3 of members present and voting at a special general meeting. The society may fill any vacancy arising from death, resignation any incapacity or any removal.

SUB-SECTION 4: ELECTORAL COMMITTEE

An electoral committee shall be constituted from time to time by members in a general meeting. The electoral committee shall be made up of 3 (Three) members drawn from the members of the Co-operative. There shall be elections held from time to time to fill vacancies in the management committee

(a) Eligibility to contest election:

- (i) An aspirant must be a shareholder of the Co-operative
- (ii) The aspirant must be a person of unquestionable character and integrity and should not have been convicted of any financial crime or any other crime by any court of competent jurisdiction.
- (iii) An aspirant who is incapacitated by reason of insanity unsoundness of mind or any other permanent incapacity shall not be eligible to contest.
- (iv) An electoral committee member shall not be eligible to contest
- (v) An aspirant shall be nominated by 2 (two) other members of the Co-operative.
- (vi) Where a member has in the previous election been elected to serve in a particular office for two terms of two years each. He or she shall not contest for the same office, but may however qualify to run for a different office.
- (vii) The aspirant must first collect a nomination form, complete same, submit it at the Secretariat and pay a non- refundable fee as may be determined by the electoral committee.

(b) Guidelines and rules of election

- (i) Election shall be conducted into following offices.
 - (a) President
 - (b) Vice President
 - (c) General Secretary
 - (d) Assistant General Secretary
 - (e) Treasurer
 - (f) Financial secretary
 - (g) Assistant Financial Secretary
 - (h) Provost Marshal
 - (i) Legal / Technical Adviser
- (ii) An aspirant who fails to be elected into one office shall not be elected into another office in the course of the same election.
- (iii) Voting shall be by show of hands or electronic system and each member present at the AGM shall be entitled to one vote only.

- (iv) Where there is equality of votes in the election the election shall be re-run until the winner emerges.
- (c) Duties of the Electoral Committee.
 - (i) To collate electoral nomination forms from the secretariat of the Co-operative.
 - (ii) To screen aspirants in line with eligibility requirement.
 - (iii) To publish the names of the successful candidate on or before the date of the Annual General meeting (AGM)
 - (iv) To conduct elections and declare result at the AGM.

SUB-SECTION 5: AUDIT COMMITTEE

There shall be a three (3) member audit committee for the Co-operative. The audit members shall be appointed by the board of Trustees. The audit committee shall

- (a) Audit the affairs of the Co-operative yearly.
- (b) Ascertain that all actions of the management committee and other sub-committee are in conformity with the provision of the co-operative Act, Corporate Affairs Commission and the Bye-Law of the Co-operative and other relevant Laws.
- (c) Audit books and records of account. Inspect, evaluate and ascertain the assets and liabilities of the Co-operative.
- (d) Verify the cash books, cash lodgment, vouchers, cheque books and any other documents that could help the auditors to form an opinion on the affairs of the Co-operative.
- (e) Discuss their report or finding with the management committee at a special meeting convened for that purpose, before presenting same to the Board of Trustee.
- (f) Have their observation and recommendations explained, defended and endorsed by management committee and members of the Board of Trustee.
- (g) The Board of Trustee shall monitor the implementation of these recommendations.

SUB-SECTION 5: DISCIPLINARY COMMITTEE

- (a) The management committee shall set up a disciplinary committee who shall have the power to recommend disciplinary measures against a member other than a member of the management committee for gross indiscipline and submit such recommendations to the management committee for appropriate action.

- (b) Gross indiscipline shall include all activities and behavior deemed by members and the management committee as constituting a hindrance to activities of the Co-operative. Others acts of indiscipline shall include deliberate failure to implement the decisions of the management committee, audit committee or members in the general meeting and any other action or behavior deemed to be indiscipline.
- (c) Where however a member of a management committee is involved, the disciplinary committee shall have power to recommend such erring member of the management committee for suspension subject to the approval of the board of Trustee pending their outcome of investigation.
- (d) A member who is aggrieved by a decision of the management committee may appeal to the Board of Trustee against such decision. The decision of the Board of Trustee on the matter shall be final and binding on the Co-operative.
- (e) No member shall suffer any disciplinary sanction without first having an opportunity of being heard by the disciplinary committee as to why disciplinary measures should not be meted out to him. Where however such member has been given three (3) notices to appear before the disciplinary committee and he has failed to do so the disciplinary committee shall proceed to pass their recommendations.

§SECTION 15: MEETINGS§

For effective administration and smooth running of the Co-operative, notice required for all types of General Meetings shall be twenty-one (21) days from the date on which the Notice was sent out. There shall be the following meetings:

- (a) Ordinary General meeting.
- (b) Annual General Meeting (AGM) during the month agreed by the management committee in every financial year.
- (c) Management committee meetings
- (d) Special meetings

§SUB-SECTION 1. ORDINARY GENERALMEETING

- (a) Ordinary general meeting shall be held at least once in a quarter at a time and venue to be determined by the management committee.
- (b) Quorum at the ordinary general meeting shall be 1/3 of members present.
- (c) Decision at such meeting shall be by simple majority except in the situation of removal of any member of the management committee which shall require 2/3 of members.
- (d) The president shall preside over the meeting in his absence, the VP or any other member of the management Committee.

§SUB-SECTION 2: ANNUAL GENERAL MEETING (AGM)

- (a) The Annual General Meeting of the Co-operative shall be convened Not later than three (3) months after the end of the preceding financial year ended the 31st day of August every calendar year.
- (b) The AGM shall be convened by the President.
- (c) Every member of the Co-operative shall be entitled to attend.
- (d) At the AGM, member votes shall be proportionate to tier shareholding. In the case of equality of votes the President shall have a casting vote.
- (e) The quorum of the meeting shall be two-third 2/3 majority of members. Where however there is no quorum; the meeting shall be adjourned to another day. If by the next meeting quorum is still not formed the meeting shall go on regardless of quorum.
- (f) The President shall preside over the AGM and in his absence however the Vice-President shall preside over the meeting.
- (g) Where member (s) cannot attend an Annual General Meeting, he reserves a right to send a proxy which shall represent him at meeting and vote on his behalf.
- (h) There shall be Financial Report and Declaration of Surplus.
- (i) There shall be Election of Management Committee if the need arises.
- (j) There shall be appointment of Audit Committee.
- (k) There shall be Ratification of Board of Trustee if the need arises.

§SUB-SECTION 3: MANAGEMENT COMMITTEE MEETINGS

- (a) The management committee shall meet from time to time. This meeting shall be presided over by the President of the Co-operative or in his absence the Vice-President and in his absence the members shall appoint any other member present to preside.
- (b) The quorum at these meeting shall be a simple majority of members.
- (c) These meetings shall be convened to carryout decisions of the Co-operative at such date and place as may be fixed by the President.
- (d) Consensus shall be the aim of the management members but if voting becomes necessary, it shall be by simple majority on a show of hands

§SUB-SECTION 4: SPECIAL MEETINGS

- (a) An extraordinary General Meeting may be called at any time by a majority of the Management Committee, the Board of Trustees or on a request from the Director or from not less than one- fourth of the members of the Society to deliberate on the affairs of the Co-operative and shall be convened by the majority members of the board or by the chairman when the need arises.
- (b) Only the advertised object of such proposed meeting shall be transacted or discussed at such meeting.

- (c) Where the Director convenes such meeting he may direct what matters shall be discussed at the meeting.

§SECTION 16: MISCELLANEOUS PROVISIONS

There shall be miscellaneous provisions in the bye-laws as follow:

§SUB-SECTION 1: EQUITY RIGHT\$ AND PRIVILEGES OF MEMBER\$

It is hereby expressly declared and affirmed that the Co-operativeshall at all times conduct and manage its affairs, including the pursuit ofthe objectives set out in this Bye-Law, in such manner as to give the entire members a sense of belonging. Accordingly, theCo-operative shall not discriminate or accord undue preference to or, discriminate against any member(s) of the Co-operative, but shall Conduct and carry out its affairs sand objectives in a just and equitable manner.

§SUB-SECTION 2: DISPUTE\$

Any dispute arising in or concerning the Society and its members or past members shall be referred to the Director for settlement by arbitration under the provision of Section 44 of the Cooperative Societies Act.

§SUB-SECTION 3: SEAL

The Management Committee shall hold in safe custody the seal of the Society on behalf of the Trustees. The seal shall be of a pattern approved by the Director. Documents shall be sealed by at least two of the trustees.

§SUB-SECTION 4: AUDIT AND SUPERVISION FEES (A.\$.F):

Audit and Supervision Fees shall be one percent (1%) of the gross income or any rate assessed by the Director and annually by the Society to any recognized body approved by the Director.

§SUB-SECTION 5: LIQUIDATION

- (a) The society shall not be liquidated except in accordance with Section 54 and 55 of the Cooperative Societies Act.
- (b) On the dissolution of the society, the Reserve Fund and other funds of the society shall be applied, first in discharging the liabilities of the society and secondly in the repayment of the share capital paid up. The remainder shall be placed by the Director of Cooperatives in Bank until a new Cooperative Society with a similar area of operations is registered in which event the funds shall be credited to the Reserve funds of the society or any other cooperative society he might deem fit.

§SUB-SECTION 6: AMENDMENT

No addition, alteration or amendment shall be made to or in this Bye-Law for the time being in force unless the same has been Previously submitted to, and approved by at least two-third majority of members, in an AGM

§SUB-SECTION 7: INTERPRETAION

In this Bye-law and except as otherwise defined or applied "Co-operative" means "NYCC Co-operative Society Limited". This Bye-law shall be interpreted in its simple parlance. Where however there arises a controversy in interpretation and Annual General Meeting of the Co-operative shall be the sole authority for the Interpretation of the Bye-Law. This decision shall be final. Where it is not possible to hold an Annual General Meeting on the issue the interpretation of the Board of the Trustee will suffice and be binding on all members of the Co-operative and organs and until an AGM revises it.



President.



General Secretary