TOUCH KENYA

National Touch Rugby

BOARD CHARTER

Established 2026 – Nairobi, Kenya

Federation of International Touch (FIT) Affiliated

Founder & Director: Alan Ouya
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1. Purpose

1.1 The Board is responsible for the overall governance of Touch Kenya. This Board Charter sets out the role, responsibilities, structure and processes of the Touch Kenya Board.

1.2 The Charter has been prepared on the basis that strong governance adds to the performance of Touch Kenya, creates value for its members and the touch rugby community, and engenders confidence in the sport across Kenya.

1.3 The matters set out in this Charter are subject to Touch Kenya's Constitution and applicable Kenyan law. In the event of any inconsistency, the Constitution or applicable law shall prevail.

1.4 This Charter is binding on the Board and each Director by virtue of their acceptance of appointment.

2. Board Role and Responsibility

2.1 Role of the Board

The role of the Board is to:

(a) represent and serve the interests of Touch Kenya's members by approving, overseeing and appraising the organisation's strategies, policies and performance;

(b) protect and optimise Touch Kenya's performance and build sustainable value for members within a framework of prudent and effective controls that enable risk to be assessed and managed; and

(c) ensure appropriate financial and human resources are in place to support Touch Kenya in meeting its strategic objectives.

2.2 Board Responsibilities

The responsibilities of the Board include but are not limited to:

(a) setting Touch Kenya's vision, mission and values;

(b) approving Touch Kenya's strategic objectives and annual operating budgets;

(c) monitoring financial and operational performance against agreed objectives;

(d) setting Touch Kenya's risk appetite and overseeing the Risk Register;

(e) appointing, evaluating and if necessary removing the Founding Director or, post-transition, the Chairperson and senior officers;

(f) approving major expenditure, contracts and partnership agreements in accordance with the delegation thresholds set out in clause 8.2;

(g) reviewing and approving Touch Kenya's key policies including this Charter and the Director Code of Conduct; and

(h) performing such other functions as are prescribed by law or resolved by the Board from time to time.

2.3 Board Effectiveness and Performance Assessment

(a) The Board shall conduct an annual self-assessment of its own performance, the performance of any committees, and the contribution of individual Directors against agreed criteria.

(b) The outcomes of the assessment shall be recorded in the Board minutes and used to inform governance improvements for the following year.

3. Board Structure and Composition

3.1 Composition during the Founding Period

(a) During the Founding Period, the Board shall comprise four (4) members:

(i) The Founding Director, Alan Ouya, who shall serve as Chairperson of the Board for the duration of the Founding Period; and

(ii) Three (3) Appointed Directors, appointed by the Founding Director, each assigned one of the following portfolios: Technical Director, Finance Director, and Community & Development Director.

(b) The Founding Period shall be defined as the period from the adoption of this Charter until the Transition Trigger defined in clause 3.3 is met.

3.2 Appointed Director Terms

(a) Each Appointed Director shall serve an initial term of two (2) years, renewable once by resolution of the Founding Director, for a maximum tenure of four (4) years during the Founding Period.

(b) An Appointed Director may resign at any time by providing thirty (30) days' written notice to the Chairperson. A vacancy shall be filled by appointment of the Founding Director within sixty (60) days.

(c) The Founding Director may remove an Appointed Director by written notice where the Director has: failed to attend three (3) consecutive Board meetings without leave; breached the Director Code of Conduct; or acted in a manner materially contrary to the interests of Touch Kenya.

3.3 Transition Trigger

(a) The Transition Trigger shall be deemed to have occurred when either of the following conditions is met:

(i) Five (5) or more clubs are registered as Member Clubs of Touch Kenya; or

(ii) 31 December 2028, whichever is earlier.

(b) Upon the Transition Trigger, the Board shall convene a Special General Meeting within ninety (90) days to adopt an amended composition model in accordance with clause 3.4.

3.4 Post-Transition Composition

(a) Following the Transition Trigger, the Board shall move to a model comprising:

(i) Three (3) Elected Directors, elected by registered Member Clubs at a General Meeting, each serving a term of three (3) years with a maximum of two (2) successive terms;

(ii) One (1) Appointed Director, appointed by the Board, serving a term of two (2) years; and

(iii) The Chairperson, elected by the Elected Directors from among themselves by simple majority vote for a term of two (2) years, renewable once.

(b) The Founding Director shall be eligible to stand for election as an Elected Director and/or Chairperson under this model without restriction.

(c) Appointed Directors serving at the time of transition shall complete their current term before any transition to elected positions.

3.5 Vacation of Office

A Director's position becomes vacant if the Director:

(i) resigns by written notice to the Chairperson;

(ii) is absent from three (3) consecutive Board meetings without leave of absence;

(iii) becomes legally incapacitated;

(iv) is convicted of an offence involving dishonesty or fraud; or

(v) is removed in accordance with clause 3.2(c) or by resolution of the Members at a General Meeting.

4. Directors Duties and Conduct

4.1 Directors Duties

Directors must at all times act in accordance with the laws of Kenya and properly discharge their duties, including:

(a) acting in good faith and honestly, in the best interests of Touch Kenya and its members;

(b) using their powers of office for a proper purpose and not for personal gain or advantage;

(c) acting with the required care, skill and diligence, demonstrating reasonableness in all decisions;

(d) not making improper use of information gained through their position with Touch Kenya;

(e) understanding Touch Kenya's finances sufficiently to form a reasonably informed view of its financial capacity at any given time;

(f) not permitting Touch Kenya to incur obligations it is unable to meet;

(g) making reasonable enquiries to ensure Touch Kenya is operating efficiently, effectively and lawfully toward achieving its objectives;

(h) understanding collectively the principal risks to Touch Kenya;

(i) undertaking diligent analysis of all proposals placed before the Board;

(j) making independent assessments of information or advice before relying upon it; and

(k) exercising independent thinking and judgment in the discharge of their responsibilities.

4.2 Director Conduct

(a) In carrying out its responsibilities, the Board recognises its overriding obligation to act honestly, fairly, diligently and in accordance with Kenyan law in serving the interests of Touch Kenya.

(b) Each Director shall adhere, in good faith, to the Touch Kenya Director Code of Conduct set out in Appendix 1. The Code provides behavioural standards expected in Board meetings and all interactions with member clubs, players, coaches, referees and the broader touch rugby community in Kenya.

4.3 Director Independence

(a) Touch Kenya recognises that during the Founding Period, the small size of the touch rugby community in Kenya means strict independence requirements may not be practical. The Board shall apply a disclosure-first approach: all Directors must proactively disclose any interest, position or relationship that could reasonably be perceived to influence their judgment on Board matters.

(b) All Directors are required to act in the best interests of Touch Kenya as a whole and to exercise independent judgment regardless of any community associations.

(c) The Chairperson shall review the disclosed interests of each Director at least annually and record that review in the Board minutes.

(d) Upon transition to the elected Board model under clause 3.4, the Board shall adopt a full independence framework consistent with FIT governance standards.

4.4 Conflicts of Interest

(a) Directors have a duty to act in the best interests of Touch Kenya and must disclose any actual or potential conflicts of interest. Conflicts may include:

- **(i)** holding a playing, coaching or officiating role within a team or club registered with Touch Kenya;
- **(ii)** a commercial or contractual relationship with Touch Kenya;
- **(iii)** related party transactions, loans or guarantees;
- **(iv)** use of confidential Touch Kenya information for personal advantage; or
- **(v)** profiting from an opportunity that rightfully belongs to Touch Kenya.

(b) Directors shall manage conflicts by:

- **(i)** informing the Chairperson of any proposed external appointments or material relationships arising during their tenure;
- **(ii)** declaring all existing or potential conflicts to the Chairperson upon appointment and on an ongoing basis, to be recorded in a Register of Directors' Interests;

(iii) providing an annual written declaration of interests to the Chairperson for the purpose of updating the Register;

(iv) absenting themselves from any Board discussion or vote on a matter in which they hold a material conflict; and

(v) not receiving Board papers or information relating to a conflicted matter.

(c) All declared conflicts shall be recorded in the Board minutes.

4.5 Confidential Information and External Communication

(a) All confidential information received by a Director in the course of their duties remains the property of Touch Kenya and must not be disclosed without authorisation from the Board or as required by law.

(b) The Chairperson is the authorised spokesperson for the Board. Individual Directors must not communicate publicly on behalf of Touch Kenya without prior consultation with the Chairperson.

(c) This confidentiality obligation continues after a Director leaves the Board for a period of two (2) years in respect of information that was confidential at the time of their departure.

4.6 Induction and Training

(a) All Directors shall participate in an induction process upon appointment, coordinated by the Chairperson, covering this Charter, Touch Kenya's Constitution, the Director Code of Conduct, the current financial position, and the organisation's strategic objectives.

(b) Directors are encouraged to pursue relevant professional development to maintain the skills required for their role. Where Touch Kenya's budget permits, the Board may resolve to support the cost of approved development activities.

4.7 Guidelines for Breaches

(a) Where there are reasonable grounds to believe a Director may have breached this Charter or the Director Code of Conduct, the Chairperson shall notify the Director in writing, setting out the nature of the alleged breach and allowing a minimum of seven (7) days for the Director to respond.

(b) Following that response period, the Board shall consider the matter and may:

(i) determine that no breach occurred and record that finding in the minutes;

(ii) issue a formal written warning to the Director; or

(iii) request the Director's resignation. If the Director declines, the Board may resolve to remove the Director in accordance with clause 3.2(c) or by resolution of the Members.

(c) Where the alleged breach involves the Chairperson, the matter shall be raised by any two (2) other Directors acting jointly, and the Chairperson shall not participate in the Board's consideration of the matter.

5. Director Protection

5.1 Access to Documents

(a) Each Director has the right to inspect all documents of Touch Kenya at any reasonable time, including financial records, Board minutes, contracts, and operational records.

(b) Requests for access shall be made to the Chairperson, who shall facilitate access within five (5) business days at no cost to the Director.

5.2 Access to Professional Advice

(a) Directors have the right to seek independent professional advice in connection with their duties and responsibilities.

(b) Where a Director wishes to seek such advice at the expense of Touch Kenya, prior approval of the Chairperson and a majority of the Board is required. Costs must be reasonable and any advice obtained shall be shared with all Directors.

(c) Directors may seek independent advice at their own expense without Board approval at any time.

5.3 Indemnity

(a) Touch Kenya shall indemnify each Director against any liability reasonably incurred in the proper performance of their duties, to the extent permitted by Kenyan law.

(b) This indemnity includes reasonable legal costs and expenses incurred in defending any claim arising from a Director's actions in good faith in their capacity as a Director.

(c) No indemnity shall apply to liability arising from a Director's own fraud, gross negligence, wilful misconduct, or breach of this Charter.

(d) Where a formal indemnity deed is required to give effect to this clause, the Board shall arrange execution of such a deed as a Year 2 governance priority, following formal registration of Touch Kenya under Kenyan law.

5.4 Directors' Reimbursement

(a) Directors shall be reimbursed for reasonable out-of-pocket expenses incurred in carrying out their duties, including travel, accommodation and communication costs.

(b) Reimbursement claims shall be submitted to the Chairperson with supporting receipts. Claims above KES 5,000 shall require prior Board approval.

(c) Directors serve Touch Kenya on a voluntary basis. No Director shall receive a salary, honorarium or other remuneration for Board duties during the Founding Period unless expressly resolved by the full Board and recorded in the minutes.

5.5 Directors and Officers Insurance

(a) Touch Kenya recognises the importance of Directors and Officers (D&O) insurance as a governance best practice and commits to obtaining appropriate coverage once the organisation achieves financial sustainability.

(b) The Board shall review the feasibility of D&O insurance no later than 31 December 2028 and shall include this as an agenda item at the Annual General Meeting following the Transition Trigger.

6. Chairperson

6.1 Role of the Chairperson

(a) During the Founding Period, the role of Chairperson is held by the Founding Director, Alan Ouya, as established under clause 3.1.

(b) Following the Transition Trigger under clause 3.3, the Chairperson shall be an Elected Director chosen by the Elected Directors from among themselves by simple majority vote, for a term of two (2) years renewable once.

(c) The Chairperson shall provide leadership to the Board and carry out the following functions:

(i) represent the Board to member clubs, players, sponsors, and the wider touch rugby community in Kenya;

(ii) serve as the authorised external spokesperson for Touch Kenya in accordance with clause 4.5;

(iii) promote constructive, respectful and productive interactions among Directors;

(iv) maintain effective communication between the Board and the organisation's operations;

(v) set and approve Board meeting agendas, ensuring adequate time is allocated for all agenda items;

(vi) ensure Board meetings are conducted in accordance with this Charter;

(vii) brief all Directors on issues arising at meetings they were unable to attend; and

(viii) chair General Meetings of Touch Kenya, subject to any conflict of interest.

(d) In the event of a tied vote at a Board meeting, the Chairperson holds a casting vote, except where the Chairperson holds a conflict of interest in the matter being decided.

(e) If the Chairperson is temporarily unavailable, the remaining Directors shall elect one of their number to act as Chairperson for that meeting or period.

6.2 Deputy Chairperson

(a) The Board may elect a Deputy Chairperson from among the Elected Directors following the Transition Trigger. During the Founding Period, the function of Deputy Chairperson is fulfilled by clause 6.1(e).

(b) If elected, the Deputy Chairperson shall support the Chairperson and assume all Chairperson responsibilities if the Chairperson becomes unavailable. If the Chairperson role becomes permanently vacant, the Elected Directors shall appoint a replacement within thirty (30) days.

7. Company Secretary

(a) Touch Kenya shall not appoint a formal Company Secretary during the Founding Period. The functions of the Company Secretary shall be performed by the Chairperson or delegated to a Board member by resolution.

(b) The Board shall appoint a Company Secretary as a governance priority following the Transition Trigger. The Company Secretary may be a Board member, a volunteer, or a paid appointment as the Board determines.

(c) Upon appointment, the Company Secretary shall be accountable to the Board through the Chairperson on all matters relating to the proper functioning of the Board, and all Directors shall have direct access to the Company Secretary.

8. Delegation of Duties and Powers

8.1 Delegation to Committees

(a) The Board may establish committees to support the discharge of its responsibilities. During the Founding Period, the full Board shall perform committee functions collectively.

(b) Following the Transition Trigger, the Board shall establish at minimum an Audit and Finance Committee and a Nominations Committee, each with a formal written charter approved by the Board.

(c) Any decision made by a committee shall be reported to the full Board at the next Board meeting by the committee chair.

8.2 Delegation to the Director

(a) The Board delegates to the Founding Director authority for the day-to-day operational management of Touch Kenya, including: organising competitions, managing registrations, coordinating with sponsors, and communicating with member clubs and players.

(b) The following matters are reserved for Board decision and may not be actioned by the Director alone:

- **(i)** approval of annual budgets and any unbudgeted expenditure above KES 50,000;
- **(ii)** entry into contracts with a value exceeding KES 100,000;
- **(iii)** amendments to this Charter or the Constitution;
- **(iv)** appointment or removal of Board members;
- **(v)** formal affiliation agreements with FIT, KRU or other national bodies; and
- **(vi)** any matter that creates a material financial, legal or reputational risk to Touch Kenya.

(c) The Director shall ensure the Board is kept informed of all material operational matters on a timely basis and in sufficient detail to allow the Board to fulfil its governance responsibilities.

9. Risk Management

(a) The Board is responsible for establishing and maintaining a sound system of risk oversight for Touch Kenya.

(b) During the Founding Period, risk management shall be conducted through a Risk Register maintained by the Chairperson, identifying key risks, assessing their likelihood and potential impact, and recording agreed mitigation actions.

(c) The Risk Register shall be reviewed at each Board meeting and shall address at minimum the following risk categories:

(i) financial risks, including budget overruns, sponsorship failure, and non-payment of fees;

(ii) operational risks, including event safety, equipment failure, and venue access;

(iii) reputational risks, including director conduct, social media, and community relations; and

(iv) compliance risks, including FIT rules, Kenyan law, and membership obligations.

(d) Following the Transition Trigger, the Board shall establish a formal risk management framework consistent with FIT governance standards, overseen by the Audit and Finance Committee.

10. Board Meetings

10.1 Annual Forward Plan

(a) The Board shall establish an annual forward plan prior to the commencement of each calendar year, setting out scheduled meeting dates, standing agenda items, and key governance milestones.

(b) The forward plan shall be approved at the final Board meeting of the preceding year or at the first Board meeting of the new year.

10.2 Meeting Operations

(a) The Board shall meet at least four (4) times per year. Additional meetings may be convened by the Chairperson or by any two (2) Directors acting jointly.

(b) The Chairperson shall distribute the agenda and all relevant Board papers to Directors at least five (5) business days prior to each meeting. Any Director may request an item be added to the agenda.

(c) A quorum for Board meetings shall be three (3) Directors, including the Chairperson or their temporary substitute under clause 6.1(e).

(d) Meetings may be held in person or by telephone, video conference or other electronic means. Written resolutions signed by all Directors are valid in lieu of a meeting.

(e) The Board may invite guests, advisers or community representatives to attend meetings where relevant. Guests shall not have voting rights.

10.3 Minutes

(a) The Chairperson shall ensure that draft minutes of each Board meeting are prepared and distributed to all Directors within ten (10) business days of each meeting.

(b) Draft minutes shall be reviewed and approved at the following Board meeting and signed by the Chairperson as a true and accurate record.

(c) Approved minutes shall be retained by Touch Kenya as a permanent record and made available to Directors on request.

10.4 Director Participation

(a) Directors are expected to attend all Board meetings, prepare thoroughly, and actively participate in discussion and decision-making.

(b) Directors shall attend the Annual General Meeting, any Special General Meetings, and key Touch Kenya events including tournament days.

(c) Board discussions, deliberations and decisions shall be kept confidential except where required to be communicated publicly.

10.5 Decisions of the Board

(a) Board decisions shall be made by simple majority vote of Directors present and entitled to vote.

(b) Each Director has one vote. In the event of a tied vote, the Chairperson holds a casting vote, except where the Chairperson holds a conflict of interest in the matter, in which case the resolution shall not pass.

(c) All Board decisions shall be made in alignment with Touch Kenya's values and the Director Code of Conduct.

11. Relationship with Members

(a) The Board is committed to building positive, transparent and collaborative relationships with all Touch Kenya members, including registered clubs, individual players, coaches, and referees.

(b) The Board shall provide members with an Annual Report following each financial year, summarising governance activities, competition results, financial performance, and progress against strategic objectives. During the Founding Period, this may take the form of a concise written summary distributed digitally to all registered members.

(c) The Board shall actively encourage member participation at General Meetings and other stakeholder forums.

(d) The Board shall maintain accessible public communication channels, including a website and social media presence, to keep the touch rugby community in Kenya informed of Touch Kenya's activities.

12. Consistency with Governing Documents

(a) This Charter is binding on the Board and each Director. In the event of any inconsistency between this Charter and Touch Kenya's Constitution or applicable Kenyan law, the Constitution or applicable law shall prevail.

(b) Prior to formal registration under Kenyan law, this Charter shall serve as the primary governance document of Touch Kenya and shall be binding on all Directors by virtue of their acceptance of appointment.

13. Charter Review

(a) The Board shall review this Charter at least annually to ensure it remains current, fit for purpose, and consistent with Touch Kenya's Constitution, applicable Kenyan law, and FIT governance standards.

(b) During the Founding Period, the Chairperson is responsible for monitoring and maintaining this Charter. Following the Transition Trigger, this responsibility shall transfer to the Company Secretary.

(c) A mandatory review shall be conducted within ninety (90) days of the Transition Trigger to align the Charter with the elected Board model.

Adoption

This Board Charter was adopted by the Founder and Director of Touch Kenya on the date set out below.

Name

Signature

Date

Touch Kenya – info@touchkenya.co.ke – Nairobi, Kenya
Affiliated to the Federation of International Touch (FIT) – Est. 2026

Appendix 1 – Director Code of Conduct

The purpose of this Code of Conduct is to outline the behaviour that Touch Kenya expects and requires from its Directors, and to provide principles and guidelines for ethical and professional conduct in carrying out their duties.

General Principles

Directors of Touch Kenya must:

(a) actively demonstrate Touch Kenya's values and embed them into discussions, decisions and actions, and call out behaviour that goes against these values;

(b) act honestly and in good faith in the best interests of Touch Kenya as a whole;

(c) exercise the degree of care, skill and diligence that a reasonable person in a like position would exercise;

(d) use powers granted to them honestly and for proper purposes, not for personal or ulterior advantage;

(e) avoid any actual or potential conflict between obligations owed to Touch Kenya and personal interests;

(f) not disclose any confidential information obtained through their position;

(g) disclose any advantages or business opportunities acquired in the course of their role;

(h) not permit Touch Kenya to incur obligations it is unable to meet;

(i) be independent in judgment and take all reasonable steps to be satisfied as to the soundness of all Board decisions;

(j) prepare thoroughly for all Directors' meetings;

(k) make reasonable enquiries to ensure Touch Kenya is operating efficiently, effectively and lawfully;

(l) undertake diligent analysis of all proposals and matters placed before the Board;

(m) acknowledge and support Board decisions when communicating externally, irrespective of personal views;

(n) treat all colleagues, members, players, coaches, referees and employees of Touch Kenya with respect, courtesy, honesty and fairness;

(o) show respect for the opinions of other Directors and allow each Director a fair and reasonable opportunity to contribute;

(p) not engage in conduct likely to bring the Director or Touch Kenya into disrepute;

(q) not abuse, harass, bully, intimidate, discriminate, threaten or victimise any Director, colleague, member, player, coach, referee or employee of Touch Kenya;

(r) promote and encourage diversity, equality and inclusiveness throughout Touch Kenya; and

(s) comply with the spirit as well as the letter of the law and the principles of this Code.

Breach of this Code

A breach of this Code may be considered serious misconduct and result in formal investigation and further action. A Director may be liable under civil or criminal law and may be asked to resign in accordance with clause 4.7 of the Charter.

Director Declaration

By signing below, I confirm the following:

- I have read and understand the Touch Kenya Director Code of Conduct.
- I acknowledge that any personal interests or roles must not influence or interfere with the proper performance of my duties in the best interests of Touch Kenya.
- I agree that I have an ongoing obligation to comply with the Touch Kenya Director Code of Conduct.

Name

Signature

Date

Appendix 2 – Director Independence Framework

A Director should be considered to have a potential independence concern where they:

1. hold a current playing, coaching or officiating role in a team or club registered with Touch Kenya;
2. have a material commercial relationship with Touch Kenya, including as a supplier, sponsor, or service provider;
3. have a close personal relationship with another Director that could reasonably be perceived to affect independent judgment; or
4. hold a leadership position in any organisation that has a direct interest in Touch Kenya's decisions.

The existence of any of the above does not automatically disqualify a Director. The Chairperson shall assess the materiality of each disclosed interest annually and record that assessment in the Board minutes.

All Directors shall disclose relevant interests to the Chairperson upon appointment and update that disclosure promptly when circumstances change.

Upon transition to the elected Board model, the Board shall adopt a full independence policy consistent with FIT governance standards at that time.

> *Note: Touch Kenya has deliberately simplified the independence framework during the Founding Period to reflect the realities of a small and growing sporting organisation. The 3-year cooling-off periods applied in more mature organisations have not been adopted at this stage. Full independence requirements will be introduced at the Transition Trigger.*