LEWIVEST EMPOWERMENT SACCO

Offered by KendagorTech Africa Limited
Building Africa's Digital Investment Future

CONSTITUTION

Expanded Membership & Lending Framework
2026 AMENDED EDITION - VERSION 2

PREAMBLE

This Constitution establishes the rules, structure and operational framework of the Lewivest Empowerment Sacco, offered by KendagorTech Africa Limited. The Sacco promotes disciplined savings, responsible credit, viable projects and pooled interest earnings. All members and borrowers are bound by this Constitution and applicable loan agreements.

ARTICLE 1: NAME

1.1 The name shall be **Lewivest Empowerment Sacco**.

ARTICLE 2: OBJECTIVES

2.1 Promote disciplined and regular savings.

2.2 Provide accessible and responsible credit.

2.3 Support viable business, youth, religious, community and empowerment projects.

2.4 Grow members' capital through pooled interest earnings.

2.5 Safeguard savings through structured lending, liquidity protection, transparency and accountability.

ARTICLE 3: MEMBERSHIP

3.1 Membership is open and shall not be restricted to a fixed number. Additional eligible members may be admitted subject to verification, savings requirements and Sacco approval.

3.2 The Sacco shall maintain an official membership register.

3.3 Kenyan Citizens Based in Gulf Countries

Minimum AUD 200 and maximum AUD 2,000 monthly savings. Missed required monthly deposits attract AUD 50 penalty. Loan terms: 3 months at 8%, 6 months at 10%, and 12 months at 12.5%.

3.4 Kenyan Citizens Residing Locally

Minimum savings: **KES 200 monthly**. A one-month savings lock-in applies before borrowing. Eligible members may borrow up to **3× accumulated savings**, subject to liquidity, repayment capacity, guarantors where applicable and approval.

3.5 Registered Businesses and Organised Groups

Legally recognised businesses, religious organisations, youth groups, community groups, self-help groups, associations and other approved entities may apply through registered trustees, directors or authorised officials for viable and approved projects.

ARTICLE 4: LOCK-IN AND ELIGIBILITY

4.1 Kenyan resident members must complete at least one month of saving before first borrowing. Existing members who have already completed this period are deemed eligible. Business/group applicants must complete project assessment and approval.

ARTICLE 5: SAVINGS STRUCTURE

5.1 Kenyan resident members: minimum KES 200 per month. Gulf-based members: AUD 200–2,000 per month. Savings are compulsory according to membership category and may be restricted while securing an active loan.

ARTICLE 6: SAVINGS PENALTIES

6.1 Applicable savings penalties shall be transparently recorded. Gulf-based missed required monthly deposits retain the AUD 50 penalty.

ARTICLE 7: LENDING MODEL

7.1 Kenyan resident members may borrow up to 3× accumulated savings after lock-in. Business/group loans range from **KES 20,000 to KES 100,000**. All lending is subject to liquidity, repayment capacity, security/guarantors where required and approval.

ARTICLE 8: LOAN ELIGIBILITY AND APPROVAL

8.1 Eligibility does not create an automatic right to financing. The Sacco may approve, reduce, defer or reject an application and may request further documentation, guarantees or security.

ARTICLE 9: INTEREST RATES, LOAN TERMS & PROCESSING FEE

9.1 Kenyan Citizens Residing Locally

Term	Interest
1 Month	4%
3 Months	8%
6 Months	10%
12 Months	12.5%

9.2 Business and Registered Group Loans

Term	Interest
3 Months (minimum)	10%
6 Months	12.5%
12 Months (maximum)	14%

9.3 Business/group principal limits are KES 20,000 minimum and KES 100,000 maximum.

9.4 Gulf-based members retain the applicable 3-month 8%, 6-month 10%, and 12-month 12.5% interest structure.

9.5 Mandatory Loan Processing Fee

a) **Every loan issued by Lewivest Empowerment Sacco shall attract a mandatory processing fee equal to two percent (2%) of the approved loan principal.**

b) The 2% processing fee applies to all individual, Gulf-based, business, religious group, youth group, community group and other approved loans.

c) The processing fee is separate from and additional to the applicable loan interest and any penalties.

d) The processing fee shall be disclosed to the borrower before disbursement and recorded in the Sacco's financial records.

e) The Sacco may deduct the processing fee from the amount disbursed or require it to be paid before disbursement, as specified in the approved loan agreement.

f) Unless otherwise required by applicable law or an approved Sacco resolution, the processing fee is non-refundable once the loan has been processed and disbursed.

ARTICLE 10: GUARANTORS & GROUP RESPONSIBILITY

10.1 Guarantors shall be required where applicable. Business/group loans shall be executed by authorised trustees, directors or officials and may require formal resolutions, additional guarantors or security. Funds must only be used for approved purposes.

ARTICLE 11: LIQUIDITY PROTECTION

11.1 Total outstanding loans shall not exceed 70% of total available savings and lending capital. At least 30% shall be retained as liquidity reserve. Eligibility does not guarantee immediate disbursement.

ARTICLE 12: PROFIT DISTRIBUTION

12.1 Interest, processing-fee income and penalties collected shall be recorded as Sacco income and treated in accordance with approved expenses, reserves and annual profit distribution arrangements. Distributable profits shall be allocated proportionally based on qualifying savings contributions.

ARTICLE 13: GOVERNANCE, TRANSPARENCY & RECORD KEEPING

13.1 A Treasurer shall manage the dedicated Sacco account. Records shall include membership, savings, loans, repayments, interest, **2% processing fees**, penalties, guarantor commitments and defaults. Appropriate transparent member access shall be maintained.

TREASURER DECLARATION

The Treasurer commits to honestly manage Sacco funds, accurately record all savings, loans, repayments, processing fees, penalties and interest, keep records current, act in members' best financial interests and disclose discrepancies promptly.

Date: _____

ARTICLE 14: REPAYMENT, DEFAULT & RECOVERY

14.1 Borrowers shall follow their approved repayment schedules. A 5-day grace period applies to overdue scheduled repayments. After the grace period, a one-time 5% late-payment penalty applies to the overdue amount. Recovery may proceed against savings, guarantor commitments, agreed security and other lawful mechanisms. Business/group recovery may additionally involve trustees/directors/officials, suspension, contractual offset, restructuring or lawful debt recovery.

ARTICLE 15: BUSINESS & GROUP PROJECT ASSESSMENT

15.1 Applications may be assessed for project viability, expected income, obligations, repayment source, management capacity, borrowing history, amount, guarantees/security, liquidity and overall risk. Supporting registration, trustee/director identification, borrowing resolution, proposal/business plan, budget, cash-flow evidence and financial records may be required.

ARTICLE 16: PROTECTION OF SACCO FUNDS

16.1 Lending shall prioritise protection of members' savings and long-term sustainability. Lending may be reduced or suspended where liquidity or default risk requires it.

End of Constitution Document
Lewivest Empowerment Sacco
Offered by KendagorTech Africa Limited - Building Africa's Digital Investment Future