



KENYA SCHOOL OF LAW
PUPILLAGE DEED

*This pupillage DEED made on the.....day of 20..... Between (Name of Pupil Master) of P.105/..... and of Post Office Box Number Town..... and of..... (name of **pupillage centre**) (hereinafter called “the Pupil Master”) of the first part AND.....of Post Office Box Number AND mobile phone number.....(hereinafter called “the pupil”) of the second part AND the Kenya School of Law of the third Part.*

In consideration of the Pupil Master providing training to the pupil, the pupil undertakes to serve pupillage on a FULL-TIME BASIS subject to Laws and policies relevant to pupillage and the terms of this Deed.

Whereas:

- a. the Pupil Master is an Advocate in good standing;
- b. the Pupil Master has taken out a practicing certificate for the five years preceding the current year of practice (cumulative or successive);
- c. the Pupil Master and the pupil confirm that the pupillage centre is approved or accredited to offer pupillage for months.
- d. the pupil is ready and willing to undertake pupillage;
- e. the pupil and the Pupil Master have read the Pupillage Guidelines; and
- f. the School has appointed a pupillage supervisor.

This Deed provides as follows:

1. The pupil shall submit to the School the following documents before commencement of pupillage:
 - a) duly filled and signed pupillage deed;
 - b) a copy of the Pupil Master's current practicing certificate;
 - c) the Pupil Master's practicing certificates evidencing legal practice for preceding five years;
 - d) a duly filled and signed Form D;
 - e) any other document that the School may demand.
2. Pupillage shall commence on the next working day after all the documents at Clause 1 have been submitted to the School and a workbook issued to the Pupil.
3. The pupil will faithfully serve under the Pupil Master for the agreed term at the designated office specified in this Deed.
4. The pupil shall obey and execute all lawful and reasonable instructions of the Pupil Master and shall at all times serve the Pupil Master truly, honestly and diligently.
5. The pupil shall not be absent from service of pupillage at any time during the term of pupillage without prior **written consent** of the Pupil Master and the Kenya School of Law.
6. At any time when the pupil is away from the designated office during working hours, the pupil shall inform the front office of the pupil's whereabouts.
7. The pupil shall not divulge confidential information or cancel, obliterate, spoil, destroy, waste or take away any book, paper, writings, electronic data or other property of the Pupil Master without the consent of the Pupil Master.
8. The pupil shall not at any time hold out as a Pupil Master or solicit any person who at any time during the term of pupillage was a client of the Pupil Master.
9. The Pupil Master accepts and takes the pupil for the term as a pupil.
10. The Pupil Master shall not take more than two pupils concurrently without prior written consent of the School.
11. The Pupil Master will provide reasonable facilities to the pupil and give instructions in the **proper business, practice and employment** of a Pupil Master.

12. The matters specified in the Schedule to this Deed shall form part of instruction of pupillage.
13. The pupil shall maintain a daily log in the Pupillage Workbook of tasks performed.
14. The workbook shall at all times be kept at the designate office and shall be accessible to the School supervisor on demand.
15. The pupil shall not be seconded to another office without the prior written consent of the School.
16. The pupil shall not change the Pupil Master without the prior written consent of the Director.
17. Where change of Pupil Master is approved, the pupil shall obtain a certificate of completion of the term of pupillage served under the previous Pupil Master and shall subject to Clause 1 commence service of pupillage under the new Pupil Master.
18. This Deed may be terminated in the following circumstances:
 - a. death of the pupil or Pupil Master;
 - b. bankruptcy of the Pupil Master;
 - c. Pupil Master's name suspended or struck off the roll;
 - d. failure by the Pupil Master to renew the practising certificate;
 - e. suspension or expulsion of the pupil from the School;
 - f. breach of Clause 4 or 5 above;
 - g. by notice from either the Pupil Master of the pupil;
 - h. absence of the Pupil Master;
 - i. inability of the Pupil Master to perform the duties under this Deed;
 - j. conviction of the pupil for pupillage malpractice; and
 - k. Any other good cause.
19. The Pupil Master undertakes to, within 30 days from the end of pupillage term, provide the School with a sealed confidential report on the pupil and a pupillage completion certificate.

Physical Address of Pupillage Centre

Name of Pupillage Centre/Firm.....
County
Town
Road/Street.....
Building.....
Floor Number
Wing (where applicable)
Room Number (where applicable)
Nearest land mark (where applicable)

FOR OFFICIAL USE ONLY

I.....have examined this pupillage deed and accompanying documents.

- a) The pupillage deed is properly completed
- b) The Form D is properly completed
- c) The Pupil Master’s Practising certificate is current
- d) The Pupil Master’s practising certificates for 5 years submitted

NB: If the answer to any of the above is a No, the approval will not be granted.

APPROVED TO COMMENCE PUPILLAGE.....

SIGNED:DATED thisday of20....
OFFICER OF THE SCHOOL

SCHEDULE

The areas of instruction during pupillage include:

- a) Drafting pleadings and related court documents;
- b) Conducting client and witness interviews;
- c) Supervised court attendance;
- d) Preparing submissions;
- e) Conducting research;
- f) Drafting conveyancing and related documents;
- g) Drafting commercial law instruments;
- h) Raising fee notes;
- i) Drafting correspondence;
- j) Client care and protection;
- k) Filing systems;
- l) Basic accounting.