



THE KENYA SCHOOL OF LAW

CREDIT POLICY

2020

TABLE OF CONTENTS

FOREWORD	2
LIST OF ABBREVIATIONS	3
DEFINITION OF TERMS	4
1.0 GENERAL INFORMATION	5
1.1 Vision	5
1.2 Mission	5
1.3 Core Values	5
1. INTRODUCTION	7
2. SCOPE OF POLICY	7
3. PURPOSE OF THE POLICY	7
5. CREDIT FACILITIES	8
7. REFUNDS	10
9. IMPLEMENTATION OF THE POLICY	11
10. REVIEW	11

FOREWORD

The Kenya School of Law is established under Section 3 of the Kenya School of Law Act, 2012.

The Mandate of the School under section 4 of the Act is to:

- a) *Train persons to be Advocates under the Advocates Act.*
- b) *Ensure continuing professional development for all cadres of the Legal profession.*
- c) *Provide paralegal training.*
- d) *Provide other specialised training in the Legal sector.*
- e) *Develop curricula, training manuals, conduct examinations and confer academic awards.*
- f) *Undertake projects, research and consultancies.*

In order for the School to effectively discharge its mandate of continuing professional development and undertaking projects, research and consultancies, there is need to have a policy on management of credit. The development, implementation, modification and review of the policy is to ensure that there is timely collection of receivables.

The Policy lays down the parameters that will guide customers, clients, sponsors and other stakeholders on the mode of settlement of credit, provision of services by the School on credit, timely collection of all receivables and give guidelines on refunds to customers or clients where applicable.

This policy shall be subjected to monitoring and evaluation and reviewed on a regular basis.

Thank you



DIRECTOR/CEO
KENYA SCHOOL OF LAW

LIST OF ABBREVIATIONS

ATP - Advocates Training Programme

CPD - Continuing Professional Development

CPD P and R - Continuing Professional Development, Projects and Research.

DEFINITION OF TERMS

Fees	Refers to the amount of money paid by a client to the School for a training, course or consultation service.
Instalments	Refers to payment of fees in parts within a specified period.
School	Means the Kenya School of Law established under the Kenya School of Law Act 2012.
Client	Refers to a person being offered a training, course or consultative services at the School.
Customer	Refers to a person who buys goods or services from a business.

1.0 GENERAL INFORMATION

1.1 Vision

A preferred Centre of excellence in professional legal training, research, consultancies and projects in East Africa region and beyond.

1.2 Mission

To offer quality practical training in law and other related disciplines for the professional development of lawyers and other actors in the legal sector, and to undertake research, consultancies and projects.

1.3 Core Values

i. Integrity

We strive to adhere to the highest ethical standards in performance of our duties, act in good faith, and demonstrate highest level of integrity by creating an atmosphere of trust and confidence.

ii. Excellence

We are committed to ensuring that all our services meet the highest level of quality through adherence to industry best practices and maintenance of our IS 9001 Standards.

iii. Client Oriented

We strive to continuously identify and meet our client's needs in the provision of our services at all times by ensuring that all our services and products are developed with the client in mind.

iv. Team work and partnership

We promote respect and unity of purpose among staff, and recognize the key role that mutual partnerships play in the success of the school.

v. Competence and professionalism

We are committed to the provision of services that meet professional standards through incorporation of best practices in the delivery of our services and recruitment and retention of competent staff.

vi. Transparency and accountability

We are committed to ensuring that all our processes are documented and taking responsibility for our actions in the delivery of services and products.

vii. Inclusivity

We endeavor to ensure that all our processes, products, services and infrastructure recognize and meet the special needs of youth, women, Persons with disabilities (PWD), minority and marginalized groups.

1. INTRODUCTION

This Policy sets out the guidelines to be applied by the School in the management of credit.

2. SCOPE OF POLICY

This policy applies to all income generating services that may be offered or provided by the School except for fees chargeable for academic programs.

3. PURPOSE OF THE POLICY

The purpose of the policy is to:

- a) Provide a framework for the provision of services by School on credit;
- b) Provide guidelines for timely collection of all receivables by the School;
- c) Provide guidelines for refunds to customers or clients where applicable;
- d) Guide customers, clients, sponsors and other stakeholders on the mode of settlement of credit.

4. GENERAL POLICY STATEMENT

The Board is committed to establishing a sound policy framework for management of credit through:

- a) Reasonable credit terms;
- b) Convenience in payment for services;
- c) Timely collection of receivables;
- d) Refunds where applicable.

5. CREDIT FACILITIES

5.1 Facilities and services for which credit may be extended.

The School may extend credit facilities for the following services:

- a) Continuing Professional Development;
- b) Projects and Research;
- c) Hospitality;
- d) Sports facilities;
- e) Any other services and facilities provided by the School.

5.2 A request for Credit

5.2.1 Continuing Professional Development

- a) Course fees shall be paid in full before the commencement of any training.
- b) In a special case, the Director may permit commencement of or participation in a course on full credit terms.
- c) A participant who fails to pay within the stipulated time, shall not get a certificate for the Course completion.
- d) In determining extension of credit, the Director may consider a Local Service Order or letter of commitment provided by the client.

5.2.2 Projects and Research

- a) Consultancy fees shall be paid in full upfront.
- b) Payment by instalment may be allowed subject to payment of a deposit of at least 30% of the total fees on presentation of inception report.

- c) The balance due shall be payable on or before the expiry of 30 days after the completion of the consultancy and issue of invoice.
- d) A client who fails to pay the balance due within the stipulated time shall be subject to applicable recovery procedures.
- e) In a special case, the Director may permit commencement of a consultancy on full credit terms.
- f) In determining extension of credit, the Director may consider a Local Service Order or letter of commitment provided by the client.

5.2.3 Hospitality, Sports and other Services/Facilities

- a) Fees for other services and facilities may be paid in full upfront or by instalments.
- b) Payment by instalment may be allowed subject to at least 75% of the total fees before provision of the service or use of the facility.
- c) The balance due shall be payable on or before the expiry of 30 days after provision of the service or use of the facility.
- d) A customer who fails to pay the balance due within the stipulated time shall be subject to applicable recovery procedures.
- e) In a special case, the Director may permit provision of a service or use of a facility on full credit terms or require full payment in advance.
- f) In determining extension of credit, the Director may consider a Local Service Order or letter of commitment provided by the client.

6.0 Mode of payment

Fees may be paid in any of the following forms as approved from time to time:

- a) Direct bank deposit

- b) Banker's cheques;
- c) Electronic funds transfer;
- d) Mobile money transfer;
- e) Credit and Debit cards;
- f) Any other approved mode.

7. REFUNDS

a) A request for refund shall be made to the Director in the prescribed form in the following cases:

- i) Overpayment;
- ii) Cancellation;
- iii) Variation of Contract;
- iv) Any other reasonable cause.

b) A refund due to over payment will be paid in full and will not attract administrative charges.

c) A refund under clauses a) ii, iii and iv shall be subject to a pro-rata deduction, surcharge and administrative charges or offer of an alternative facility or service as applicable.

d) A request for refund shall be processed within a reasonable time.

8.0 DEBT RECOVERY

8.1 Recovery Measures

The School may employ any of the following recovery measures:

- a) Telephone calls;
- b) Emails;

- c) Visits to the client's premises;
- d) Demand letters;
- e) Alternative Dispute Resolution;
- f) Court Action.

The School may profile and write off bad debts in accordance with sec. 69 of the PFM Act, 2012 and Sec. 157 of the PFM Reg. 2015 in compliance with the International Public Sector Accounting Standards (IPSAS).

9. IMPLEMENTATION OF THE POLICY

The Director is responsible for implementation of this policy.

10. REVIEW


This policy shall be reviewed at least once every 5 years.

Approved by:

.....

The Chairperson

On behalf of the Kenya School of Law Board

.....

Date