

ALUOCHIER DISPUTE RESOLUTION

DEFERRED PAYMENT AGREEMENT (DPS) – FORM DP1
(Issued under TPD 15/2026 – Direct Entry Portfolio Assessment)

This Agreement is made between:

- (1) Aluochier Dispute Resolution (ADR), a permanent administrative institution duly established under the laws of Kenya, with its principal office at P O Box 436-40404, Rongo, Kenya (hereinafter “the Institution”);
- (2) The Participant, being the individual whose name and details are recorded in Schedule A to this Agreement (hereinafter “the Participant”).

RECITALS

WHEREAS the Institution offers training and qualification under the AITAR Tribunal Training Programme (Tiers I–III, AISTAR Specialist, AIETAR Specialist) and the Authorised Representative Programme (ARP);

WHEREAS the Participant has applied to enrol in the said training but has requested deferred payment of the training fee in accordance with the Institution’s Deferred Payment Scheme (DPS) under TPD 15/2026 Part 12.2, which implements the constitutional value of access to justice (Article 48 of the Constitution of Kenya);

WHEREAS the Institution agrees to provide the training on deferred payment terms, with repayment to be made from the Participant’s future earnings from AITAR, AISTAR, or AIETAR appointments (for Roster members) or from representation fees (for ARP representatives);

NOW THEREFORE the parties agree as follows:

1. Training and Qualification

1.1 The Participant is enrolled in the following training (tick as applicable):

<input type="checkbox"/> Tier I (Foundation Certificate) – KES 45,000	<input type="checkbox"/> AISTAR Specialist Standalone – KES 28,000
<input type="checkbox"/> Tier II (Practitioner Diploma) – KES 38,000	<input type="checkbox"/> AIETAR Specialist Standalone – KES 28,000
<input type="checkbox"/> Tier III (Advanced + AISTAR + AIETAR) – KES 68,000	<input type="checkbox"/> AISTAR+AIETAR Combined Bundle – KES 50,000
<input type="checkbox"/> Full Programme (Tiers I–III) – KES 130,000	<input type="checkbox"/> Individual module (specify: _____) – KES 8,000
<input type="checkbox"/> ARP registration (including Induction Assessment) – KES 5,000	
<input type="checkbox"/> ARP biennial re-registration – KES 3,000	

1.2 The Participant pays a non-refundable commitment fee of KES 5,000 (for Roster enrolment) or KES 1,000 (for ARP registration) upon execution of this Agreement.

1.3 The balance of the training fee (the “Deferred Principal”) is set out in Schedule A.

2. Repayment Mechanism

2.1 The Participant shall repay the Deferred Principal only from earnings derived from AITAR, AISTAR, or AIETAR professional fees (for Roster members) or from representation fees (for ARP representatives).

2.2 Recovery rate: 15% of the Participant’s gross professional fee or representation fee received for each appointment or matter.

2.3 Recovery premium: 20% of the Deferred Principal, added to the total amount to be recovered. Total amount = Deferred Principal + Recovery Premium.

2.4 Repayment commences upon the Participant’s first paid appointment or matter after successful completion of the training and (where applicable) admission to the Roster or ARP Register.

2.5 For Roster members: The Institution deducts the 15% from the Quality Assurance Retention (QAR) release or from the professional fee disbursement, before remitting the balance to the Participant.

2.6 For ARP representatives: The Participant self-reports representation fees quarterly using Form DP2 (Representative Income Declaration). The Institution deducts the 15% from the reported fees.

2.7 The Institution provides a quarterly statement showing the original amounts, recoveries to date, and outstanding balance.

3. Recovery Period and Acceleration

3.1 The recovery period is 48 months from the date of Roster admission (for Roster members) or ARP registration (for ARP representatives).

3.2 If the total amount is not recovered within 48 months, the outstanding balance becomes immediately due as a debt.

3.3 The Participant may at any time prepay the outstanding balance in full without penalty.

4. Write-off (Forgiveness)

4.1 The Institution may write off the outstanding balance if:

(a) The Participant dies before full repayment – upon proof of death, the entire outstanding balance is written off. No obligation passes to the estate.

(b) The Institution has offered no appointments or matters to the Participant for 24 consecutive months after qualification, and the Participant was willing and available to accept them – the Institution may, in its discretion, write off the balance as an “access to justice adjustment”.

4.2 Write-off is irrevocable.

5. Default and Consequences

5.1 The Participant is in default if:

(a) They receive paid appointments but instruct the paying party to pay fees directly to the Participant rather than through ADR.

(b) They provide false or misleading information to avoid repayment.

(c) They repeatedly decline appointments offered by the Institution.

(d) For ARP representatives: they materially under-report representation fees on Form DP2.

5.2 Upon default, the Institution may:

(a) Suspend the Participant’s Roster standing or ARP registration until the default is cured.

(b) Declare the entire outstanding balance immediately due.

(c) Refer the matter for collection.

5.3 The Institution gives 14 days’ written notice of any alleged default and an opportunity to remedy before action.

6. Training Delivery and Qualification

6.1 Upon execution of this Agreement and payment of the commitment fee, the Institution provides access to the training materials through the ACDS (Google Classroom).

6.2 Upon successful completion of the training, the Participant is admitted to the Roster at the appropriate tier, or to the ARP Register, as applicable.

6.3 The Institution may refuse admission if the Participant has breached this Agreement or any institutional policy.

7. Data Protection

7.1 The Institution processes the Participant's personal data solely for administering this Agreement, in accordance with the Data Protection Act, 2019 and the AITAR Privacy Notice.

8. Governing Law and Dispute Resolution

8.1 This Agreement is governed by the laws of Kenya.

8.2 Any dispute shall first be referred to mediation under the ADR Mediation Rules 2026. If not resolved within 30 days, either party may refer the matter to arbitration under AITAR 2026.

9. Entire Agreement

9.1 This Agreement constitutes the entire understanding between the parties regarding deferred payment. No variation is effective unless in writing signed by both parties.

SCHEDULE A – Participant Details and Deferred Amount

Full Name	_____
ID/Passport Number	_____
ACDS / ARP Registration Number	_____
Contact Email	_____
Phone Number	_____
Training enrolled in (from clause 1.1)	_____
Deferred Principal (KES)	_____
Recovery Premium (20% of Principal)	_____
Total amount to be recovered (KES)	_____

SCHEDULE B – Execution

Signed for and on behalf of Aluochier Dispute Resolution

Signature: _____

Name: Isaac Aluochier

Title: Chief Adjudicator and President of Independent Tribunals

Date: _____

Signed by the Participant

Signature: _____

Name: _____

Date: _____

This Agreement replaces all previous training repayment agreements. All new deferred payment enrolments shall use this Form DP1.

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