



## KENYASCHOOL OF LAW

### PUPILLAGE DEED

This pupillage **DEED** made on the.....day of .....20.....between.....(Name of Pupil Master) of Post Office Box Number .....Code.....Town.....Road/Street.....Building .....Room Number (where applicable).....and of the Law firm of (or name of **approved pupillage centre**).....(hereinafter called "the Advocate") 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 on the third Part.

That in consideration of the Advocate providing training and premises to the pupil, the pupil by this deed places and binds himself to the Advocate to serve on a FULL-TIME BASIS for a minimum continuous period of 6 months(hereinafter referred to as "the term") subject to the terms and conditions herein set forth.

1. That the pupil will faithfully serve under the Advocate as his/her pupil for the term or such other period as the Kenya School of Law will appoint and approve from time to time.
2. That the pupil will obey and execute all lawful and reasonable instructions of the Advocate and will not depart or absent himself/herself from the service of the Advocate at anytime during the said term without prior **written consent** of the Advocate and the Kenya School of Law, but will at all times during the said term serve the Advocate truly, honestly and diligently.
3. That the pupil shall during the said term and afterwards not divulge the secrets of or cancel, obliterate, spoil, destroy, waste or take away with him/her any of the books, papers, writings, or other property of the Advocate or any of his/her clients and that in case the pupil shall act contra-wise to this provision or if the Advocate shall sustain or suffer any loss, damage or prejudice by the misconduct or neglect of the pupil, the pupil will upon demand make good the amount of value thereof.
4. That the pupil will not at any time knowingly act as an Advocate or solicit any person who at any time during the said term was a client of the Advocate.
5. That the Advocate will accept and take the pupil for the said term as his/her pupil and the best ways and means that he/she may and to the utmost of his/her skill and knowledge give all reasonable facilities to the pupil and cause the pupil to be given instructions in the **proper business, practice and employment** of an advocate.

6. That in particular and without prejudice to the generality of clause 5, the matters highlighted in the Schedule of this DEED and the PUPILAGE WORKBOOK shall form part of the instructions to be imparted to the pupil.
7. That in the event of the pupil at any time during the said term committing a breach of the provisions set out in clauses 3 and 4 hereinabove, the Advocate shall forthwith by notice in writing delivered to the pupil or sent by registered post to his/her last known postal address and copied to the Director of the Kenya School of Law, terminate the pupillage.
8. That no variations shall be made to the terms of this **DEED** otherwise than in writing by the Advocate and the pupil with the prior written consent of the Director, Kenya School of Law.
9. That the pupil shall not change the station of pupillage, from one Advocate to another, without the prior written consent of the Director of the Kenya School of Law first being had and obtained, provided that such consent shall not be unreasonably withheld. The transferring pupil shall obtain a certificate of completion of pupillage from the Advocate for the period of time served and subject to Clause 20, shall commence service of pupillage under the new Advocate for the remainder of the term.
10. That in the event that this **DEED** is determined by virtue of clause 7 or in the event of death of the pupil, the Advocate or otherwise, it shall be the duty of either party forthwith to give notice in writing of such determination to the Director of the Kenya School of Law.
11. That the advocate is of not less than five years consecutive or cumulative actual legal practice experience in the trade practice and employment of an advocate by way of taking out a practicing certificate and practicing law. The advocate took out a practicing certificate for the following five years (excluding the current year of practice)..... ;
12. A Pupil will be liable to disciplinary procedures of the Kenya School of Law if he/she engages in "pupillage malpractice". Pupillage malpractice shall mean and include:-
  - i) failure to serve pupillage after filing relevant documents at the school;
  - ii) sexually harassing staff in chambers;
  - iii) diverting or attempting to divert clients in chambers;
  - iv) committing any criminal offence;
  - v) engaging in unethical conduct;
  - vi) attending chambers while drunk;
  - vii) failure to maintain, on a daily basis, the Pupillage Work Book;
  - viii) Colluding with any person(s) with a view not to serve pupillage.

The Advocate shall report to the Director of the Kenya School of Law, in writing, any conduct or instance that amounts to pupillage malpractice.
13. The pupil will submit to supervision by the supervisors of the Kenya School of Law during the term and shall at all times when he/she leaves during office hours inform the front office of the firm as to his/her whereabouts for purposes of supervision.
14. That the advocate will provide a confidential report to the Kenya School of Law on the pupil in accordance with this Deed and the Advocates Act at the end of the term or on demand by the Director of the Kenya School of Law.
15. The Advocate shall avail to the pupil a suitable sitting desk, **WITHIN HIS CHAMBERS.**
16. **NO pupil will be seconded by the Advocate to any other chambers or offices without the prior written consent of the Director of the Kenya School of Law.**
17. In case the Advocate is struck off the Roll of Advocates or for whatever reason ceases to have the right to practise law, this Pupillage Deed will immediately cease to have effect.

18. The Advocate shall not have under him/her **MORE THAN** TWO pupils during any term. Pupillage served under an Advocate with more than **two pupils** will be invalid.
19. The Pupil shall maintain a daily log of his/her activities in the Pupillage Work Book which will be availed to the Supervisor of the Kenya School of Law, on demand.
20. The pupil will file the following documents before commencement of pupillage:-
  - a) Duly filled and signed pupillage deed;
  - b) A copy of the Advocate's current practicing certificate;
  - c) The Advocate's practicing certificates evidencing legal practice for the last five years (or cumulative legal practice for five years since admission);
  - d) A duly filled and signed Form D;
  - e) Any other document that the Director of the Kenya School of Law may ask from time to time.
21. No pupil will absent himself or herself from Chambers without the prior written consent of the Director of the Kenya School of Law.
22. Service of pupillage shall commence from the date when all the documents at Clause 20 hereinabove shall be received by the Academic Services Department of the Kenya School of Law and in exchange for which a workbook will be issued to the Pupil.

PUPIL: I got pupillage placement through:-

- a)  Assistance rendered by the Kenya School of Law and the Law Society of Kenya
- b)  Applying directly to law firms
- c)  Others. Please explain

.....  
 .....  
 .....

*In Witness Whereof, the parties have hereunto set their respective hands on the day and year first herein before mentioned.*

**Signed by the Advocate and the Pupil**

<p style="text-align: center;"><b>WITNESS</b></p>	)	<p style="text-align: center;"><b>ADVOCATE</b></p>
<p><i>Address</i> .....</p>	)	
<p>.....</p>	)	
<p>.....</p>	)	
<p>.....</p>	)	
<p style="text-align: center;"><b>WITNESS</b></p>	)	<p style="text-align: center;"><b>PUPIL</b></p>
<p><i>Address</i> .....</p>	)	
<p>.....</p>	)	
<p>.....</p>	)	

**FOR OFFICIAL USE ONLY**

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

- a) The pupillage deed is properly filled/incomplete (delete where appropriate).
- b) The Form D is properly filled/ incomplete (delete where appropriate);
- c) The Advocate’s Practising certificate is current and valid/not valid (delete where appropriate);
- d) The Advocate has provided/not provided proof of practising law for the last FIVE years (delete where appropriate);

**1. APPROVED TO COMMENCE PUPILLAGE.....**

**2. APPROVED TO COMMENCE PUPILLAGE SUBJECT TO THE FOLLOWING CONDITIONS:-**

- i).....
- ii).....
- iii).....

**3. NOT APPROVED TO COMMENCE PUPILLAGE** for the following reasons:-

- i).....
- ii).....
- iii).....

**SIGNED:-.....DATED on this .....day of .....20....**  
**FOR:-DIRECTOR, KENYA SCHOOL OF LAW**

## SCHEDULE

The areas of focus during pupillage for purposes of instruction and supervision are:

- a) Drawing pleadings and related documents;
- b) Conducting client interviews;
- c) Supervised court attendance;
- d) Preparing submissions;
- e) Conducting detailed research;
- f) Drafting conveyances and related documents;
- g) Raising fee notes;
- h) Drafting inter and intra office correspondence;
- i) Client care;
- j) Various filing systems;
- k) Basic accounting;
- l) General client care and attention;
- m) Critical thinking;
- n) Such other work as shall be directed by the Director of the School from time to time.