ALUOCHIER DISPUTE RESOLUTION

INCOME SHARE ARRANGEMENT (ISA) AGREEMENT

(Replaces DPS – Deferred Payment Scheme)

This Agreement is made between:
(1) Aluochier Dispute Resolution (ADR) – the Institution.
(2) The Trainee – the individual signing below.

1. Training and Notional Fee

The Trainee is enrolled in the following programme (tick one):

Programme	Notional Fee	Cap (2x)
☐ Tier I (Foundation Certificate)	KES 45,000	KES 90,000
☐ AISTAR Specialist Standalone	KES 28,000	KES 56,000
☐ ARP Registration (incl. Induction Assessment)	KES 5,000	KES 10,000

The Notional Fee is not a debt. It is used only to calculate the Cap.

2. Income Share Percentage

The Trainee agrees to pay ADR 15% of their gross professional fees received from any AITAR, AISTAR, or AIETAR appointment (whether as Tribunal member, SST Verifier, or SRT member). This includes fees earned from the Institution and from any third-party appointments that are recognised by ADR as qualifying.

3. Cap (Maximum Total Payment)

The maximum total amount the Trainee will ever pay under this ISA is 2 times the Notional Fee (see table above). Once the Trainee has paid that amount, the obligation ends, regardless of how much they continue to earn.

4. Payment Process

When the Trainee receives a professional fee from an appointment, ADR will issue a separate invoice for 15% of that fee (plus VAT at the prevailing rate). The Trainee must pay that invoice within 30 days. ADR does not deduct the ISA share from the appointment fee; the Trainee receives the full appointment fee and then pays ADR separately.

The Trainee must report all professional fees quarterly using Form ISA-Income-Declaration. ADR may verify the reported fees against its own appointment records. Under-reporting is a material breach of this Agreement.

5. No Interest, No Prepayment Penalty

This ISA does not accrue interest. The Trainee may at any time pay the remaining Cap in a lump sum without penalty.

6. Write-off (Zero Payment)

If the Trainee completes the training and then receives no qualifying appointments for 24 consecutive months, and the Trainee was willing and available to accept appointments, ADR will write off the entire remaining Cap. If the Trainee declines appointments, the obligation continues.

Upon the Trainee's death, the remaining Cap is automatically written off; no obligation passes to the estate.

7. Default and Consequences

The Trainee is in default if:

- They fail to pay an ISA invoice within 90 days of due date.
- They knowingly under-report professional fees.
- They repeatedly decline appointments to avoid payment.

Upon default, ADR may suspend the Trainee's Roster standing (or ARP registration) and declare the remaining Cap immediately due.

8. Entire Agreement

This Agreement supersedes any previous arrangement (including DPS). No variation is effective unless in writing signed by both parties.

SCHEDULE A – Trainee Details

Full Name	
ID / Passport	
Email	
Phone	
Programme (Ticked from clause 1)	

Signed by the Trainee

Signature: ___________________________

Name: _________________________

Date: _________________________

For Aluochier Dispute Resolution

Signature: _________________________

Isaac Aluochier, Chief Adjudicator

Date: _________________________

Aluochier Dispute Resolution is a registered trading name of Serveyah Limited, a limited liability company incorporated in Kenya.