



THE KENYA POWER & LIGHTING COMPANY PLC

DISPUTE RESOLUTION POLICY

Part A - Document Control Sheet			
Document	Dispute Resolution Policy		
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Department	Legal Services		
Section	Litigation and Prosecutions		
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DISPUTE RESOLUTION POLICY

Part B - Definitions and Abbreviations

Alternative Dispute Resolution (ADR)	A voluntary process of settling disputes between KPLC and its Stakeholders which includes reconciliation, mediation, arbitration and traditional dispute resolution mechanisms.
ADR Agreement	A voluntary agreement between KPLC and an aggrieved Stakeholder submitting to ADR.
Complaint	An expression of dissatisfaction lodged with KPLC about the standard of its service, actions or omissions by KPLC, its staff or contractors.
Complainant	Any person or entity lodging a Complaint.
Complaints Register	Records of Complaints lodged with KPLC outlining details of the Complainant and the nature of the Complaint.
Contractor	A party engaged by KPLC for provision of goods, services or both.
Dispute	A disagreement that exists between KPLC and any of its Stakeholders, where the parties acting in good faith have failed to reach an amicable resolution of a complaint after all due efforts have been made to resolve it.
Facilitator Mediator Arbitrator Conciliator	A person with the relevant skills and expertise mutually appointed by both parties to the Dispute to provide guidance during the ADR process.
Staff	Means employees of KPLC.
Stakeholder	Any person, group of individuals and/or entity who have an interest in KPLC and that can affect or be affected by the

business of KPLC. They may include customers, shareholders, suppliers, service providers and regulators.

**Settlement
Agreement**

An agreement that outlines the terms of settlement of a Dispute following conclusion of an ADR process.

Part C - Introduction

The Kenya Power & Lighting Company PLC ("KPLC") recognizes that a stakeholder-inclusive approach is fundamental to achievement of its strategy and long-term sustained growth and appreciates that Stakeholders Dispute are an inevitable part of its business operations. As such, KPLC has formulated this Dispute Resolution Policy ("the Policy") which outlines mechanisms for resolving Stakeholders disputes in a cost effective, expeditious and efficient manner.

Part D - Purpose

The purpose of this Policy is to promote and strengthen ADR Mechanism as a means of resolving any disputes between KPLC and its Stakeholders outside the judicial and quasi-judicial processes.

Part E – Policy Objectives

This Policy has been formulated to: -

1. Ensure the Dispute resolution processes is non-adversarial and results in a win-win outcome thereby maintaining a good relationship between KPLC and its Stakeholders
2. Ensure KPLC embeds good corporate governance by maintaining a good relationship with its stakeholders
3. Reduce financial costs that would be incurred by KPLC in resolution of Disputes through the judicial and quasi-judicial processes
4. Ensure a cost effective mechanism in resolution of Disputes in a timely, efficient manner while enriching ADR process by providing flexibility and avoiding limitations imposed by judicial and quasi-judicial processes
5. Provide internal mechanisms and processes that promote ADR through oversight, monitoring and management of the ADR process
6. Provide a feedback mechanism through which KPLC reviews Complaints on an ongoing basis in order to improve its services to customers.

Part F – Policy Statements

1. **The Company shall Endeavour to: -**

- 1.1 Ensure timely resolution of disputes by investigating and determining disputes within twenty-one (21) business days from the date of receipt of the Complaint
- 1.2 Ensure timely acknowledgement of Stakeholders Complaints within three (3) days of receipt of such Complaints
- 1.3 Ensure 100% resolution of all Complaints and Disputes filed with KPLC
- 1.4 Maintain confidentiality of all information in relation to the Complaint/ Dispute and Complainant.

2. **Complaint Reporting Process**

2.1 Supporting documentation/information

- 2.1.1 For timely resolution of the Complaint, the relevant Complaints Handling Department shall request for all relevant documentation and information from the Complainant and where possible, request the Complainant to lodge their Complaint(s) in writing which includes the following information: -
 - a) The name and contact details of the Complainant
 - b) The nature and details of the Complaint, including dates, times and where possible names of Staff or Contractor concerned
 - c) Copies of any supporting documents in relation to the Complaint.

2.2 Lodging of a Complaint

- 2.2.1 A Complaint can be lodged with KPLC using any or a combination of the following platforms: -

Platform	Contacts
Sending Communication	The Kenya Power & Lighting Company PLC P.O. Box 30099-00100, Nairobi. Email: customercare@kplc.co.ke Tel No. 0703070707 or 0732170170

2.3 Acknowledgement of Complaints

- 2.3.1 Upon receipt of a Complaint, KPLC will send a written acknowledgement of the Complaint to the Complainant within three (3) working days from the date of receipt of the Complaint.

The acknowledgement shall: -

- a) Outline the contact details of KPLC's Staff who will be handling the Complaint for timely resolution
- b) Advise on the period within which KPLC shall respond substantively and address the Complaint
- c) Where in KPLC's opinion, the Complaint needs further investigations, the Complainant will be notified of the same and given indicative timelines when the investigations may be concluded.

2.4 Complaint Review

2.4.1 The Complaint's Handling Department will upon receipt of the Complaint, review the Complaint, establish the responsible department which the Complaint affects and submit the Complaint for review and resolution

2.4.2 The Complaint will be referred in the first instance to the relevant Head of Department ("HOD") who will be responsible for assessment, investigation and responding to the Complaint

2.4.3 The HOD may upon evaluation of the Complaint –

- a) Request for further investigations on the allegations raised in the Complaint
- b) Seek a written explanation from the Staff or Contractor requiring them to provide a response to the allegation(s) raised in the Complaint
- c) Upon receipt of the Staff's or Contractor's response, the evaluation and determination of the Complaint will be undertaken by the HOD in consultation with Human Resource & Administration Division or the Legal Services Department where necessary.

2.5 Response

2.5.1 KPLC will respond to Complaints within seven (7) working days from the date of acknowledgement of the Complaint.

3. **Dispute Resolution Mechanisms**

3.1 All Complaints not amicably resolved shall be subjected to the ADR process as Dispute(s) and such Disputes shall be lodged with KPLC's Legal Services Department through any or a combination of the

following platforms:

Platform

Sending Communication to

Contacts

Manager, Legal Services

The Kenya Power & Lighting
Company PLC

P.O. Box 30099-00100

NAIROBI

Email:

LitigationProsecutionsSection@kplc.co.ke

Tel No. 0711 031 000 or 0732 111 000 or 020
3201 000

- 3.2 Upon receipt of the Dispute, the Legal Services Department will formally write to the Complainant proposing an amicable resolution of the Dispute through the ADR mechanisms. In determining the appropriate ADR mechanism, the parties will consider:
- 3.2.1 The circumstances of each case
 - 3.2.2 The Dispute Resolution Mechanism provided for in the contractual agreement
 - 3.2.3 The procedure followed in similar cases in the past.
- 3.3 A Dispute shall not be eligible for ADR where: -
- 3.3.1 settlement would be contrary to The Constitution of Kenya or any other law;
 - 3.3.2 the matter in dispute regards technical interpretation of the law;
 - 3.3.3 it is in the public interest to have judicial interpretation and clarification of the issue;
 - 3.3.4 pursuit of the matter through the court system would significantly promote compliance.
- 3.4 Upon a Dispute being found eligible for ADR process, the parties to the Dispute shall mutually appoint a Facilitator, Mediator, Arbitrator or Conciliator to oversee the ADR process. The parties shall also mutually agree on the ADR process which include any of the following: -
- 3.4.1 Reconciliation
 - 3.4.2 Mediation

- 3.4.3 Arbitration
- 3.4.4 Traditional Dispute Resolution.

3.5 The Facilitator, Mediator, Arbitrator or Conciliator shall for purpose of resolving the Dispute: -

- 3.5.1 hold such number of meetings as they may consider appropriate
- 3.5.2 guide the parties in the ADR proceedings towards an amicable settlement
- 3.5.3 remain neutral during the ADR proceedings
- 3.5.4 assist in a fair and equitable resolution of the Dispute between the parties
- 3.5.5 promote and protect the integrity, confidentiality, fairness and efficiency of the process
- 3.5.6 act independently and avoid any circumstances that may result in a conflict of interest and shall disclose any conflict of interest existing before the commencement of the ADR proceedings or which may arise during the proceedings
- 3.5.7 employ procedures that lead to expeditious resolution of the dispute.

4. Conduct of the ADR Proceedings

- 4.1 The parties to the Dispute shall mutually set the date for the ADR meeting as soon as possible and in any case not later than thirty (30) days from the date of execution of the ADR Agreement.
- 4.2 During the ADR meetings, the Complainant shall commence the proceedings by outlining the nature of the Dispute and submit documentation/information in support of the Dispute where necessary.
- 4.3 KPLC, its Staff or Contractor shall be granted an opportunity to reply to the issues raised and submit relevant documentation/information in response to the issues raised by the Complainant.
- 4.4 The parties, with the guidance of the Facilitator may determine the dispute on the basis of all the evidence submitted by the parties during the ADR process.
- 4.5 During the ADR meetings, the parties or their appointed representative(s) shall: -

- 4.5.1 agree to a set of terms and conditions governing the ADR process
 - 4.5.2 assist to identify the contentious and non-contentious issues in Dispute
 - 4.5.3 uphold the integrity and confidentiality of the process
 - 4.5.4 make full disclosure of material facts and documentation relevant to the Dispute
 - 4.5.5 be committed to the ADR process and attend all scheduled meetings
 - 4.5.6 strictly adhere to the agreed timelines, except under reasonable circumstances, which shall be communicated to the parties prior to the ADR meeting.
- 4.6 Where in the course of resolving a Dispute, a matter arises that in the opinion of the Facilitator, Mediator, Arbitrator or Conciliator or parties requires certain expertise or competence, Facilitator, Mediator, Arbitrator or Conciliator or the parties by consent, may call upon a subject matter expert to sit at the ADR meetings for purposes of providing the required expertise.

5. Termination of the ADR Process

- 5.1 ADR proceedings may terminate for the following reasons: -
- 5.1.1 where either party opts to terminate the proceedings or both parties mutually agree to terminate the proceedings
 - 5.1.2 if a party fails to honor three consecutive ADR meeting invitations without any justifiable cause.
- 5.2 Upon termination of ADR proceedings, a notice of termination shall be sent to the parties and either party may refer the matter to a court of competent jurisdiction.
- 5.3 Notwithstanding the above, a matter may be re-admitted to ADR upon application of either party, with the consent of the other party.

Part E - Scope

This Policy applies to KPLC and its Stakeholders who may be aggrieved by the acts or omissions of KPLC and its Staff or Contractors.

Part F – Rationale

The provisions of Article 159 of the Constitution of Kenya, 2010, recognizes other Dispute resolution mechanisms. Implementation of this Article is found in different Laws made by Parliament and the Courts, including the Civil Procedure Act. The Act also gives instances where settlement of disputes arising from such Alternative Dispute Resolution Mechanisms (ADRM) are enforceable as a judgement of the Court.

In similar vein, the Energy Act, 2019 provides for Complaint Handling and Dispute Resolution between KPLC and its customers. This is understood as a form of ADRM. Complaints Handling Procedures shall be prepared and submitted to the Energy and Petroleum Regulatory Authority as required under the Energy Act, 2019 and shall form *Appendix I* to this Policy.

Part H - Risk Statement

The key risks associated with lack of a Dispute Resolution Policy include high costs of litigation, reputational damage and strained relationships with stakeholders. To address these risks, the Company shall develop an effective Customer Feedback Systems, timely resolution of Disputes filed with the Company and ensuring effective Communication with Stakeholders.

Part I - Responsibility for Implementation of the Policy

1. Board of Directors

- 1.1 Approval and Adoption of this Policy
- 1.2 Oversee implementation of this policy.

2. Managing Director & Chief Executive Officer

- 2.1 Ensures accountability for successful implementation of this Policy.

3. General Manager, Legal, Regulatory Affairs & Company Secretary

- 3.1 Ensure that the Company complies with this Policy and various legal and regulatory requirements.

4. Manager, Legal Services

- 4.1 Drafting and proposing revisions to the Policy
- 4.2 Overseeing implementation of the Policy.

5. Staff

- 5.1 Members of staff are required to familiarize themselves with this Policy and ensure amicable resolution of any Complaints and Disputes affecting KPLC.

Part J - Monitoring and Evaluation

The Legal Services Department shall oversee implementation of the provisions of this Policy.

Part K - Triggers for Policy Review

This Policy will be reviewed every three (3) years under the following circumstances:

1. Legal and regulatory changes
2. Change in organization structure, corporate strategy, and business models
3. Macroeconomic and technological changes
4. A lapse of a 3-year time period after the last review.

Part L - Statutory and Regulatory Compliance Requirements

This Policy is in compliance with the requirements as set out in Constitution of Kenya 2010, the Civil Procedure Act as well as the rules thereto and the Energy Act, 2019.

Part M - Records and Reports

1. Complaints Register
2. ADR Agreements
3. Notice of termination of ADR proceedings
4. Settlement Agreements.

Part N - Distribution List

All Staff of KPLC.

Part O - Transition and Consequential Provision

The procedures giving effect to this Policy shall be developed and approved within a maximum period of six (6) months from the Commencement Date.

SIGNED BY: -

JOY BRENDA MASINDE
CHAIRMAN, BOARD OF DIRECTORS