



**KENYA RENEWABLE ENERGY ASSOCIATION  
(KERA)**

***CODE OF CONDUCT***

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**Prepared Under Contract By:  
Solar Energy Network (Solarnet)**

Muringa road, off Elgeyo Marakwet road

P.O Box 76406-00508 Nairobi, Kenya

Tel: 254-20572656/565027

Fax: 254-20-571027/577942

Email: [info@solaenet-ea.org](mailto:info@solaenet-ea.org)

<http://www.solarnet-ea.org>

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## **BACKGROUND INFORMATION**

Kenya Renewable Energy Association (KEREAA) is registered as an Association under the Societies Act CAP 108 Laws of Kenya, Registration Certificate No.21622

The address of the Association for the time being shall be:

Post office Box: 15334-00100, Nairobi, Kenya.

Telephone: 254-20-69028282

Cell phone: 0735-527041/0723-885135

The objectives of the Association are to:

- a) Promote the interests of the members of the Renewable energy industry among Government, Donor organizations, Non- governmental organizations, general public and other organizations that may impact on the development and general well being of the industry.
- b) Create increased public awareness in renewable energy through publications, advertisements, endorsements, seminars, conferences, advertising and promotional campaigns of every nature.
- c) Assist the Government and the Industry on all issues related to renewable energy technologies including energy policy formulation, standards, taxation, settlement of misunderstandings, etc and speak as one body for Renewable Energy Technologies.
- d) Encourage better business practices and tendering procedures by maintaining good ethical and moral standards among the members of the renewable energy industry.
- e) Mediate or assist the settlement by arbitration of disputes between the members of the association, the public in general and consumers of renewable energy and any other organizations directly or indirectly affected by renewable energy utilization.

- f) Promote better business practices and professionalism in the industry by maintaining good ethical and moral standards and by encouraging the adoption of good engineering practices and standards (quality products, design, installations and maintenance) among the members of the renewable energy industry.
- g) Protect the consumers of renewable energy products and services in all aspects especially by encouraging the standardization of renewable energy equipment, components and services such as installation and maintenance.
- h) Apply for, acquire and hold charters, privileges, monopolies, licenses, concessions, patents and other rights or powers from the Kenya Government or Local Authority or any other statutory body and to exercise, carry on and work any powers, rights or privileges so obtained.
- i) Lobby the Kenyan Government on legislation that is relevant and conducive to the growth of the Renewable energy Industry.

To achieve the above mentioned objectives the Association may perform and carry out such functions as are permitted under the Laws of Kenya and may, in particular:

- a) Raise funds in cash and/or in kind through member's contributions for the establishment and furtherance of the Association
- b) Negotiate and enter into contracts with any person, corporation or institution for hiring labour or for the acquisition of materials, or equipments in pursuance of the objectives of the Association
- c) Employ or engage such technical and administrative staff and labour services as shall be necessary for the establishing and maximizing the efficient running of the industry.
- d) Secure permits and licenses from relevant authorities as necessary for the establishment and operation of the organization.

## **INTRODUCTION**

This code of conduct shall not be prejudicial to the powers vested in the executive committee by Article 13 of the KEREK constitution which grants it powers to make such rules as it may deem necessary for the conduct of the associations business provided that such rules are submitted to the Annual General Meeting for approval and ratification.

In essence this code of conduct shall be supplemental to the provisions of the KEREK constitution.

The Code of conduct is aimed at establishing binding guidelines that govern KEREK members in furtherance of the day-to-day activities of the Association.

It seeks to provide operational rules and regulations that maintain order amongst the Association members.

The code of conduct shall set in unequivocal terms the rules and stipulations governing the following:-

- a) Membership to the Association
- b) Rights and obligations of the members
- c) Withdrawal of membership
- d) Cessation of membership
- e) Suspension from membership
- f) Statutory obligations
- g) Professional obligations
- h) Standards and quality assurance
- i) Product quality
- j) Business practices
- k) Customer care
- l) Information sharing, communication and public education
- m) Discipline
- n) Dispute resolution between members and consumers
- o) Dispute resolution between KEREK members
- p) Dispute resolution between the member(s) and the Association

## **KEREA CODES**

### **KEREA/COC/001 — MEMBERSHIP**

Members of the Association shall be required to:-

- a) Acquire membership as per the laid down categories upon payment of the membership fee per category as stipulated in the constitution
- b) Pay annual subscription fees as stipulated in the constitution
- c) Attend all meetings regularly as planned
- d) Observe punctuality

#### **(a) Rights and Obligations of the Members**

##### **(i) Rights**

Every member shall have the right to:

- Participate in the formulation and deliberation of all policies of the Association
- Be elected to any organ, committee, commission or delegate of the Association
- Submit proposals or recommendations on any issue(s) that may affect the normal functions and interests of the Association
- Participate in business promotions of the Association in any form in accordance with rules and regulations governing such events

##### **(ii) Obligations**

The members of the Association shall co-operate in every way to assist in achieving its objectives and shall in particular:-

- take all such steps as may be necessary to implement the decisions of the Association
- pay promptly such special contributions to the budget of the association as may be determined by the management committee or may be mutually agreed upon for particular programmes to be carried out
- support the activities of the Association
- make financial contributions within the financial year of the Association on the basis of the laid down procedures agreed upon by the members
- Ensure proper accounting for any grants or reimbursable loans received from or through good offices of the Association for specific activities
- Observe and defend the Constitution of the Association
- Subscribe to and observe the Association's code of conduct
- Exercise discipline, ethics, morality and professionalism in business conduct

**(b) Withdrawal**

- Any member of the Association wishing to withdraw from the association shall give to the secretary general of the management committee three months notice in writing. At the end of this period of three months, if such notice is not withdrawn, such member shall cease to be a member of the association.
- The membership of the member company or as the case may be that has given notice of withdrawal shall continue until its notification of withdrawal becomes effective.

A member withdrawing from the Association shall continue to be held responsible for obligations not discharged during its, his/her period of membership

**(c) Cessation**

Membership of the Association shall cease with effect from the date a member:

- Ceases to hold qualifications for membership as stipulated in the constitution
- Is expelled from the Association, in accordance with Kerea code COC/008/b (ii) hereunder
- Voluntarily withdraws from the Association

A disqualified member shall forfeit all rights and privileges of the Association

**(d) Suspension**

A member may be suspended from membership by the executive committee pending final decision on expulsion by the General meeting for one or more of the following reasons:

- Any action which in the opinion of the committee is adjudged prejudicial to interests of the Association;
- Repeated failure to comply with the rules and regulations of the Association made under this code;

A suspended member shall continue to be held responsible for obligations not discharged during its, his/her period of membership

## **KEREA/COC/002--STATUTORY OBLIGATIONS**

Notwithstanding the provisions of the Association and constitution and this code of conduct, KEREA as an association shall operate within the legal framework provided for under the relevant statutes namely:-

- (a) The Societies Act Chapter 108 of the Laws of Kenya
- (b) The Standards Act Chapter 496 of the Laws of Kenya
- (c) The Restrictive Trade Practices, Monopolies and Price Control Act Chapter 504 of the Laws of Kenya
- (d) Trade descriptions Act Chapter 505 of the Laws of Kenya.

### **(a) OBLIGATIONS UNDER THE SOCIETIES ACT**

The Societies Act is the parent statute under which KEREA is registered and most of the core functions of the Association are governed by the provisions of this Act.

#### **(i) Office and Postal Address (section 16 (3) of the Act)**

The Societies Act requires KEREA like any other organization registered under this Act to have an office and postal address. The situation of the office and postal address shall be given to the Registrar of Societies as provided for Under Section (16) (1) of the Act;

Any change of situation of office or postal address of KEREA must be communicated to the Registrar within fourteen (14) days of the said change. The said Notice has to be signed by the three principal officers of the Association.

#### **(ii) Change of Officers or Change of the Title of Office (section 17 (1) of the Act)**

The Societies Act requires any association registered under it to give Notice to the Registrar within **14 days** of any change of offices or any Title of officer. The notice has to be signed by three of the officers of the Association.



**(iii) Disputes as to Officers (section 18 (1) of the Act)**

If it comes to the attention of the Registrar of Societies that a dispute has arisen among members or officers of the association to the extent that the “bona vide’ officers are in doubt and the Registrar orders in writing that the association submit within one month to the Registrar evidence of settlement of the said dispute and proper appointment of the lawful officers of the association or the commencement of proceedings to settle the dispute, the Association is bound to comply or suffer the penalty of cancellation of its registration.

**(iv) Constitution or Rules (section 19 (1) of the Act)**

The contents of the constitution or rules of the Associations shall satisfy to the Registrars satisfaction for all matters specified in the schedule to the Societies Act.

The constitution or rules of the association can only be amended with prior written consent of the Registrar of Societies. **(Section 20 (1) (b))**

**(v) Name of Association (Section 20 (1) (b))**

The name of the Association can only be amended with the prior written consent of the Registrar.

The Association shall not become a branch of, or affiliate of any organization or group of a political nature.

**(vi) Dissolution (Section 20 (1) (c))**

In addition to the provisions of article 16.1 of KERA constitution, dissolution of the Association can only be done with the prior consent of the Registrar of societies. The application for Registrars consent to dissolve the association must be:-

- (i) Signed by three officers of the association.

- (ii) Accompanied by minutes of the meeting at which such a resolution is made, and certified by three officers of the Association.
- (iii) Submitted within 14 days after the resolution for dissolution is made (Section 20 (2)).

**(vii) Restrictions of Appointment of Certain Officers (Section 23 (1) (a)(b)(c))**

- The treasurer or his assistant shall not be persons convicted of a crime involving fraud or dishonesty. The same applies to Trustees and auditors or any other officer handling funds.
- No officer of the association can be appointed as auditor.

**(viii) Register of Members (Section 25 (1))**

- The association is required to keep a register of members in the form specified by the Registrar.
- The Register shall include the names of members, date of admission of members and Address and where applicable date of cessation of membership.

**(ix) Accounts (Section 26 (1))**

In addition to provisions of articles 12 (c), (d), (e), (f), (g), (h), of its constitution the Association shall keep proper books of accounts and the Treasurer shall render accounts once a year or at any time required by a resolution of members of the Association or by its rules or upon his resignation or otherwise vacating office.

The treasurer has also to surrender bonds, securities or other property of society entrusted to his custody or control upon vacating office and officially hand over to his successor.

**(x) Inspection (Section 28 (1) (a)(b))**

The Association is required to make its books of accounts and all other documents including list of members available for inspection by any officer or member of the society or by the Registrar or any other officer authorized by him in writing.

**(xi) Meetings (Section 29 (1) (a)(b))**

The Association is required to hold Annual General Meeting at least once a year. At the Annual General Meeting the treasurer must render true accounts of monies received and paid by the association.

The auditors have also to submit audited accounts audited in accordance with the rules of the society.

At the Annual General Meeting the association must conduct elections of officials, trustee and auditors.

**(xii) Returns (Section 30(1))**

The association is required to file annual returns with the Registrar of societies.

**(b) OBLIGATIONS UNDER THE STANDARDS ACT**

- The Members of the association are required by law to observe and comply with the requirements of the Standards Act.
- KERE A Members are bound by law not to import, manufacture or sell any commodity that does not comply with the relevant Kenya Standards set out under the Act.

**(c) OBLIGATIONS UNDER THE RESTRICTIVE TRADE PRACTICES MONOPOLIES AND PRICE CONTROL ACT**

Under this Act members of the Association are prohibited from engaging in restrictive trade practices as set out under the Act e.g. acting as a Cartel, inducing mergers with competitors to create monopolies, committing predatory trade practices aimed at driving competitors out of business or preventing others from establishing competitive business in Kenya.

The Association's members are also prohibited from selling goods below their average variable costs or at prices intended to drive competitors out of the market.

The Act also prohibits collusive tendering.

#### **(d) OBLIGATIONS UNDER THE TRADE DESCRIPTIONS ACT**

(i) Under this Act the Association is required to encourage members to comply with the requirements of the Act for example regarding fitness of goods to purpose, strength and performance.

(ii) Members of the Association shall refrain from giving false trade descriptions e.g. A description which is false to a material degree, misleading or a false indication that goods comply with the standards.

#### **KEREA/COC/003 — QUALITY STANDARDS**

(i) The Association shall recognize all the relevant International Standards Organization (ISO) guidelines.

(ii) The Association shall abide to the laid down Kenya standards, present and future as per the Kenya Bureau of standards (KEBS) guidelines in achieving its objectives, and shall in particular operate under:-

- a) KS1673-1, Kenya standard –Generic specification for solar photovoltaic systems—system design, installation, operation, monitoring and maintenance--Part1:General PV system requirements
- b) KS1673-2-1, Kenya standard – Generic specification for solar photovoltaic systems—system design, installation, operation, monitoring and maintenance---Part 2: Test procedures for main components- Section 1: Test procedures for photovoltaic modules
- c) KS1673-2-2, Kenya standard — Generic specification for solar photovoltaic systems — system design, installation, operation, monitoring and maintenance — Part 2: Test procedures for main components — Section 2: Recommended practices for installation, maintenance, testing and replacement for secondary batteries for use with standalone power systems
- d) KS1673-2-3, Kenya standard — Generic specification for solar photovoltaic systems — system design, installation, operation, monitoring and maintenance — Part 2: Test procedures for main components — Section 3: Test procedures for regulators

- e) KS1673-2-4, Kenya standard — Generic specification for solar photovoltaic systems — system design, installation, operation, monitoring and maintenance — Part 2: Test procedures for main components — Section 4: Test procedures for inverters
- f) KS1673 -2 -5, Kenya standard — Generic specification for solar photovoltaic systems — system design, installation, operation, monitoring and maintenance — Part 2: Test procedures for main components — Section5: Test procedures for luminaries
- g) KS1674, Kenya standard — Crystalline silicon terrestrial photovoltaic (PV) modules — Design qualification and type approval
- h) KS1675, Kenya standard — Thin film terrestrial photovoltaic (PV) modules — Design qualification and type approval
- i) KS1676, Kenya standard — Terrestrial photovoltaic (PV) power generating systems — General and guide
- j) KS1677, Kenya standard — Procedures for temperature and irradiance corrections to measured current-voltage characteristics of crystalline silicon photovoltaic devices
- k) KS1678-1, Kenya standard — Photovoltaic devices — Part 1: Measurement of photovoltaic current-voltage characteristics
- l) KS1685, Kenya standard — Photovoltaic system performance monitoring — Guidelines for measurement, data exchange and analysis
- m) KS1688, Kenya standard — Crystalline silicon photovoltaic array-on-site measurement of current-Voltage characteristics
- n) KS1709:2001, Specification for batteries for use in photovoltaic systems
- o) KS ISO 9060:1990, Solar energy — Specification and classification of instruments for measuring hemispherical solar radiation and direct solar radiation

## **KEREA/COC/004 — PRODUCT QUALITY AND QUALITY ASSURANCE**

Members shall co-operate on all issues related to products quality specifications as stipulated in the Association's professional guidelines and in particular:-

- a) Clear presentation of all varieties of products as per the manufacturer's details
- b) Agree and co-operate to routine inspections, tests and any form of product verification without prior notice
- c) Agree, cooperate and participate in the implementation of corrective measures in regard to products not meeting certain quality specifications
- d) Agree to establish a universal quality policy, clearly documented as per the Association guidelines, and in particular include specifications, product control, formulation or service type, inspection procedure, quality system procedures
- e) Carry out preliminary tests and inspections in an effort to ascertain specifications before selling to customers
- f) Advise customers on the best, without prejudice and dishonesty as per customer needs; present and future
- g) Provide products as per customer needs and specifications as required by professional designs
- h) Provide product manuals to customers on the products and more particularly on:
  - (i) Specific operational procedures, methods, and instructions
  - (ii) Appropriate inspections, testing, checking requirements
  - (iii) Methods of change or modification
  - (iii) New models serving similar functions

## **KEREA/COC/005 — BUSINESS PRACTICE AND TRANSACTIONS**

(i) KEREA members shall commit themselves to observe all business ethics in carrying out business transaction, and in particular:-

- a) Honest consumer awareness campaigns
- b) Acceptable advertisement without competitor tear-down or whatever form prejudicial to other members
- c) Uphold professionalism in own product market entry
- d) Observe high standards in regard to public health, safety and welfare in respect to all business oriented concerns

- e) Practice and adopt a marketing approach which highly safe guards the customer needs and satisfaction and desist from the sales approach where maximization of profits is the dominating factor

(ii) Members shall undertake to satisfy the customers' needs at all times, and in particular:-

- a) Agree and honour obligations related to quality guarantee and warranty
- b) Amicably address, solve and act on all disputes and business complaints as per the guidelines acceptable to the Association
- c) Advice customers on all their needs honestly without any bias to profitability at any cost
- d) Uphold the customer satisfaction responsibility as the overall goal in promoting the industry

## **KEREA/COC/006 — INFORMATION SHARING, COMMUNICATION AND PUBLIC EDUCATION**

(i) Members shall abide to and maintain the Association's formulated channels of communication and information sharing.

(ii) All members shall be obliged to co-operate in furtherance of the Associations objectives particularly in respect to informative materials, forums, and organized promotional activities as deemed appropriate by the Association

(iii) Members shall strive to plan, organize and participate in public education programmes

## **KEREA/COC/007 — DISCIPLINE**

### **(i) Discipline**

All members regardless of the categories of membership shall observe high standards of discipline in achieving the Association's objectives, and in particular:-

- a) Uphold professional ethics in conducting business transactions
- b) Exercise high levels of morality
- c) Maintain harmony with other members of the Association and the consumers
- d) Promote good business practice and ethics
- e) Adhere to the constitution and the Association's code of conduct
- f) Be fully dedicated to providing quality goods and services to consumers

- g) Strive to treat members and consumers with decorum
- h) Maintain respectable conduct at all forums of the Association

## **(ii) Penalties**

### **(a) Suspension**

A member may be suspended from membership by the executive committee pending final decision on expulsion by the Annual General meeting for one or more of the following reasons:

- Any action which in the opinion of the committee is adjudged prejudicial to the interests of Association;
- Repeated failure to comply with the rules and regulations of the association as stipulated in this code of conduct

A suspended member shall continue to be held responsible for obligations not discharged during its, his/her period of membership

### **(b) Expulsion**

A member of the Association shall be expelled on account of professional misconduct or non compliance with the provisions of the Associations constitution or code of conduct.

On expulsion a member shall forfeit all rights and privileges accruing from the membership of the Association.

## **KEREA/COC/008 — DISPUTE RESOLUTION**

### **(a) Dispute Resolution between Members and Consumers**

(i) Dispute resolution between members and consumers shall be resolved in accordance with the relevant Law of the Land.

KEREA shall have NO role in any dispute that has been submitted to a court of Law for Litigation.

(ii) However to promote better relationship between the members and the consumers, the Association will strive to mediate between the parties if so requested by the member. The two parties shall not sue KEREA as a result of the outcome of the mediation.

In case mediation fails KEREA will advise the parties to refer the dispute to arbitration.



(iii) A dispute between member and a consumer can also be resolved through *Alternative Dispute Resolution (ADR)*.

Members of KERECA shall strive to employ Arbitration and ADR in resolving disputes rather than having recourse to the courts of law.

**(b) Dispute Resolution between Members**

Any dispute that may arise among KERECA members shall be amicably resolved by direct agreement among the members. In an event of failure to settle the dispute, the matter may be referred to the Association's executive committee and the decisions of the executive committee shall be final

**(c) Dispute Resolution between Member(s) and the Association**

Any dispute between KERECA and any of its member(s) shall be referred to an arbitrator who is mutually agreed upon by the two parties. The decision of the arbitrator shall be final.