

LAZARE FRENCH ACADEMY

Legal Documentation Pack

Platform Terms of Service

School (Client) Terms

Teacher (Service Provider) Terms

Privacy Policy

Document 1 — Platform Terms of Service

Last updated: 12/04/2026

1. Introduction

Welcome to Lazare French Academy ("Lazare", "we", "us", "our"). It is an online platform operated by [Lazare French Academy], a company incorporated in the Republic of Kenya under company number [+254 757 152 739], with its registered office at [N/A], and contact email [lazaruskuria96@gmail.com] (the "Platform").

The Platform connects French language teachers ("Teachers") with educational institutions ("Schools") that require French teaching services. These Platform Terms of Service ("Terms") govern your access to and use of the Platform at [WEBSITE URL] and any related services.

By accessing, registering for, or using the Platform, you agree to be bound by these Terms. If you do not agree, do not use the Platform.

2. Nature of the Platform

Lazare is a neutral technology platform. We facilitate introductions and administrative arrangements between Schools and Teachers. We are not:

- An employer of any Teacher listed on the Platform;
- A party to the teaching services delivered to Schools;
- A recruitment agency regulated under the National Employment Authority Act (save as applicable);
- Responsible for the conduct, qualifications, or performance of Schools or Teachers beyond the KYC/KYB checks described in these Terms.

Teachers provide their services as independent contractors to Schools through the Platform.

3. Eligibility

To use the Platform, you must:

- Be at least 18 years old and have full legal capacity to enter binding contracts under Kenyan law;
- If registering on behalf of a School, be duly authorised to bind that School;
- Provide accurate, current, and complete information during registration;
- Maintain the security of your account credentials.

4. Accounts and KYC/KYB

To access Platform services, you must complete our Know-Your-Customer (for individuals) or Know-Your-Business (for institutions) verification. This may include submission of:

- Government-issued identification (for Teachers);
- Academic and professional certificates (for Teachers);
- Certificate of Good Conduct issued by the Directorate of Criminal Investigations (for Teachers);
- Certificate of Incorporation or Registration and KRA PIN (for Schools);

- Proof of authority of the signatory (for Schools);
- Any further documentation we reasonably require.

We may reject, suspend, or terminate any account where verification is incomplete, documents appear fraudulent, or the applicant does not meet our standards. Our decisions on verification are final.

5. Fees and Payments

Schools pay Lazare a service fee of KES [32,000] per month, payable in advance via [PAYMENT METHODS]. The School Fee is inclusive of the Teacher's remuneration and Lazare's platform fee.

Lazare remits the Teacher's portion (the "Teacher Payout") to the Teacher within 5 business days of the beginning of the month after work, less any applicable taxes or deductions.

All fees are stated exclusive of Value Added Tax unless otherwise indicated. Lazare will issue tax invoices in compliance with Kenyan tax law.

Lazare reserves the right to modify fees on 30 days' prior written notice to existing users.

6. Acceptable Use

You agree not to, and not to allow any third party to:

- Use the Platform for any unlawful, fraudulent, or harmful purpose;
- Circumvent the Platform by contracting directly with a counterparty you were introduced to through Lazare, for a period of 3 months following the last interaction on the Platform;
- Misrepresent qualifications, experience, affiliations, or identity;
- Upload content that is defamatory, obscene, infringing, or otherwise unlawful;
- Interfere with the operation, integrity, or security of the Platform;
- Use automated means (bots, scrapers, crawlers) to access the Platform without our written permission;
- Use the Platform in a manner that discriminates against any person on any ground prohibited by Article 27 of the Constitution of Kenya.

7. Intellectual Property

The Platform, including its software, design, text, logos, and trade marks, is owned by Lazare or its licensors and is protected by Kenyan and international intellectual property laws. You receive a limited, non-exclusive, non-transferable licence to use the Platform solely for the purposes set out in these Terms.

Content you submit to the Platform (profiles, reviews, descriptions) remains yours. By submitting it, you grant Lazare a worldwide, royalty-free licence to host, display, and distribute that content for the purpose of operating and promoting the Platform.

8. Suspension and Termination

We may suspend or terminate your account at any time, with or without notice, if we reasonably believe you have breached these Terms, pose a risk to other users or to children, or have engaged in fraudulent or unlawful conduct. You may close your account at any time by contacting lazaruskuria96@gmail.com, subject to completion of any active engagements.

9. Disclaimers

The Platform is provided "as is" and "as available". To the maximum extent permitted by Kenyan law, Lazare disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that any Teacher will perform to any standard or that any School will pay on time.

10. Limitation of Liability

To the maximum extent permitted by law, Lazare's total aggregate liability to any user under or in connection with these Terms shall not exceed the total fees paid by or to that user through the Platform in the 1 month preceding the event giving rise to the claim.

Lazare shall not be liable for indirect, incidental, consequential, or punitive damages, loss of profits, loss of data, or loss of goodwill. Nothing in these Terms excludes liability that cannot be lawfully excluded under Kenyan law, including liability for fraud, death, or personal injury caused by negligence.

11. Indemnity

You agree to indemnify and hold harmless Lazare, its directors, officers, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from: (a) your breach of these Terms; (b) your violation of any law or the rights of a third party; or (c) any act or omission in connection with your use of the Platform.

12. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Republic of Kenya. Any dispute arising from these Terms shall first be referred to good-faith negotiation between the parties. If the dispute is not resolved within 30 days, it shall be referred to mediation under the Nairobi Centre for International Arbitration Mediation Rules. Failing resolution through mediation, the dispute shall be submitted to the exclusive jurisdiction of the courts of Kenya sitting at Nairobi.

13. Changes to these Terms

We may update these Terms from time to time. Material changes will be notified to registered users by email or through the Platform at least 30 days before taking effect. Continued use of the Platform after the effective date constitutes acceptance.

14. Contact

Questions about these Terms: lazaruskuria96@gmail.com. Postal address: N/A

Document 2 — School (Client) Terms

Last updated: 12/04/2026

These School Terms apply in addition to the Platform Terms of Service. In case of conflict between the two, these School Terms prevail for Schools.

1. The Engagement

By requesting or accepting the placement of a Teacher through Lazare, the School enters into a contract for services with that Teacher, facilitated by Lazare. Lazare is not a party to the teaching services contract. Lazare's role is limited to vetting, matching, invoicing, and payout administration.

2. School Representations and Warranties

The School represents and warrants that:

- It is duly registered with the Ministry of Education or other competent authority and is authorised to operate as an educational institution in Kenya;
- The person accepting these Terms is duly authorised to bind the School;
- It will comply with all applicable laws relating to the safety, welfare, and safeguarding of learners, including the Children Act and the Basic Education Act;
- It will provide Teachers with a safe and lawful working environment, including compliant working hours and break periods;
- It will not discriminate against any Teacher on grounds prohibited by the Constitution of Kenya.

3. Fees

The School shall pay Lazare KES 32,000 per month per Teacher placed (the "School Fee"). Payment is due within 14 days of invoice. Accepted payment methods: [M-PESA PAYBILL / BANK TRANSFER DETAILS].

Late payment attracts interest at 2.5% per month or part thereof, calculated from the due date until payment is received in full. Lazare may suspend Teacher access to the School while any invoice is overdue.

4. Cancellation and Refunds

- Cancellation by the School more than 30 days before the scheduled placement start: full refund less a 10% administration fee.
- Cancellation between 15 and 20 days before the start date: 50% refund.
- Cancellation less than 15 days before, or after the Teacher has commenced: no refund, except at Lazare's sole discretion in exceptional circumstances.
- If Lazare or the Teacher cancels the placement, the School receives a pro-rata refund for any undelivered period, or a replacement Teacher at the School's election.

5. Teacher Conduct and Safeguarding

While Teachers are vetted by Lazare (including identity verification, qualification checks, and Certificate of Good Conduct review), Schools retain full responsibility for:

- Supervision of Teachers while on school premises;
- Compliance with the School's own safeguarding and child protection policies;
- Reporting any safeguarding concern to Lazare at lazaruskuria96@gmail.com within 24 hours of becoming aware of it;
- Cooperating with any investigation into a safeguarding complaint.

6. Non-Circumvention

For a period of 3 months from the date of the School's last interaction with a Teacher introduced through Lazare, the School shall not directly or indirectly engage, employ, or contract with that Teacher outside the Platform. Breach entitles Lazare to liquidated damages equal to KES 96,000, which the parties agree is a genuine pre-estimate of loss.

7. Confidentiality

Each party shall keep confidential any non-public information about the other party disclosed in the course of the engagement, and use it only for the purposes of the engagement.

8. Termination

Either party may terminate the engagement with 30 days' written notice. Lazare may terminate immediately if the School breaches these Terms, fails to pay, or engages in conduct that endangers a Teacher or learner.

9. Liability

The limitation of liability set out in the Platform Terms of Service applies to these School Terms.

10. Governing Law and Disputes

Governed by the laws of Kenya and subject to the dispute resolution clause in the Platform Terms of Service.

Document 3 — Teacher (Service Provider) Terms

Last updated: 12/04/2026

These Teacher Terms apply in addition to the Platform Terms of Service. In case of conflict, these Teacher Terms prevail for Teachers.

1. Independent Contractor Status

The Teacher acknowledges and agrees that:

- The Teacher is an independent contractor and not an employee, agent, partner, or joint venturer of Lazare;
- The Teacher is free to accept or decline placements offered through the Platform;
- The Teacher is free to provide teaching services to persons and institutions outside the Platform, subject only to the non-circumvention clause below and any exclusivity the Teacher has agreed with a specific School;
- The Teacher is solely responsible for their own income tax, NHIF, NSSF, and any other statutory obligations arising from their income;
- The Teacher is not entitled to employee benefits from Lazare, including leave, pension, medical cover, or severance.

Lazare may, at its discretion and without creating an employment relationship, provide optional training, quality guidelines, or professional development resources.

2. Teacher Representations and Warranties

The Teacher represents and warrants that:

- All information, qualifications, and certificates submitted during KYC are true, current, and belong to the Teacher;
- The Teacher holds a valid Certificate of Good Conduct issued within the last 9 months;
- The Teacher has no criminal conviction or pending investigation relating to violence, sexual offences, fraud, or any offence against children;
- The Teacher is legally entitled to work in Kenya;
- The Teacher will deliver teaching services with reasonable skill, care, and professionalism;
- The Teacher will comply with the safeguarding policies of any School in which they are placed.

3. Teacher Payouts

Lazare will remit KES 13000 per school per month to the Teacher (the "Teacher Payout"), within 5 business days of the beginning of the new month of work. Payouts are made via Bank transactions to the account the Teacher provides during onboarding.

The Teacher is responsible for issuing any invoices required by Kenyan tax law and for the full and timely settlement of their own tax liabilities.

Lazare may set off any amount the Teacher owes Lazare (including refunds, chargebacks, or damages) against any Teacher Payout.

4. Code of Conduct

While providing services through the Platform, the Teacher shall:

- Attend placements punctually and in appropriate professional attire;
- Treat all learners, staff, and other persons with dignity and respect;
- Never engage in any form of physical punishment, humiliation, or discrimination;
- Never be alone with a learner in a private setting unless required by the lesson structure and consistent with the School's safeguarding policy;
- Report any safeguarding concern to the School and to Lazare immediately;
- Comply with all reasonable instructions of the School relating to the delivery of lessons, without that compliance being construed as evidence of employment.

5. Non-Circumvention

For a period of 3 months from the date of the Teacher's last placement with a School introduced through Lazare, the Teacher shall not directly or indirectly provide teaching services to that School outside the Platform. This clause is intended to protect Lazare's legitimate business interest as the intermediary that facilitated the introduction.

6. Intellectual Property

The Teacher retains ownership of lesson materials they create, subject to any School-specific agreement. Any materials developed collaboratively with Lazare (for example, within a shared curriculum project) are jointly owned unless separately agreed in writing.

7. Suspension and Removal

Lazare may suspend or remove a Teacher from the Platform, with or without notice, if:

- The Teacher breaches these Terms or the Platform Terms of Service;
- A safeguarding concern is raised against the Teacher, pending investigation;
- The Teacher receives consistently poor School feedback;
- The Teacher's documents expire and are not renewed;
- Lazare reasonably believes the Teacher has engaged in fraud or misrepresentation.

8. Liability and Indemnity

The Teacher indemnifies Lazare against any claim brought by a School, learner, or parent arising from the Teacher's acts or omissions in the course of a placement, save to the extent such claim results directly from Lazare's own gross negligence or wilful misconduct.

9. Governing Law and Disputes

Governed by the laws of Kenya and subject to the dispute resolution clause in the Platform Terms of Service.

Document 4 — Privacy Policy

Last updated: 12/04/2026

1. Who we are

Lazare French Academy, operated by Lazare French Academy ("Lazare", "we", "us", "our"), is the data controller of personal data processed through the Platform for the purposes described in this Policy. We are registered with the Office of the Data Protection Commissioner under registration number [ODPC REG NUMBER].

Our contact for privacy matters: lazaruskuria96@gmail.com. Postal address: N/A.

2. Scope

This Policy explains how we collect, use, share, and protect personal data when:

- You visit our website or use the Platform;
- You register as a Teacher or represent a School on the Platform;
- We conduct KYC/KYB verification;
- We administer placements, payments, and payouts;
- You contact us by email, phone, or other means.

3. Legal basis

We process personal data under the Data Protection Act, 2019 on the following bases:

- Consent, for marketing communications and optional profile information;
- Performance of a contract, for account creation, placement administration, and payment;
- Compliance with a legal obligation, including tax, anti-money-laundering, and safeguarding obligations;
- Legitimate interests, including platform security, fraud prevention, dispute resolution, and improving our services, balanced against your rights and freedoms;
- Protection of vital interests, in rare cases of urgent safeguarding.

4. Personal data we collect

From Teachers:

- Identification data: full name, date of birth, national ID or passport number, photograph;
- Contact data: email address, phone number, postal address;
- Professional data: academic certificates, teaching qualifications, CV, work history, references;
- Background check data: Certificate of Good Conduct, declarations regarding criminal record;
- Financial data: M-Pesa or bank account details for payout, KRA PIN;
- Platform activity: logins, messages with Schools, placements accepted, ratings.

From Schools:

- Institution data: legal name, registration number, KRA PIN, Ministry of Education registration, physical address;

- Representative data: name, role, contact details, and identification of the authorised signatory;
- Financial data: billing details, payment records;
- Platform activity: requests, selections, feedback, ratings.

Automatically:

- Device and log data: IP address, browser type, operating system, referring URLs, pages visited;
- Cookies and similar technologies (see section 10).

5. Sensitive personal data

Some of the information we process is classed as sensitive personal data under the Data Protection Act, 2019 — in particular, data revealing criminal record status (Certificate of Good Conduct). We process this only where strictly necessary for safeguarding learners and with appropriate safeguards, including restricted access, encryption at rest, and limited retention.

6. How we use personal data

- To verify identities and qualifications during KYC/KYB;
- To create, maintain, and secure user accounts;
- To match Teachers to Schools and administer placements;
- To process payments and payouts and to comply with tax obligations;
- To communicate with users about their account, bookings, and service updates;
- To investigate and resolve complaints, disputes, and safeguarding concerns;
- To prevent fraud, misuse, and unauthorised access;
- To comply with legal and regulatory obligations;
- With consent, to send marketing about new courses, placements, or Platform features.

7. Who we share personal data with

- Schools receive relevant Teacher profile data necessary to make a placement decision;
- Teachers receive relevant School information necessary to evaluate a placement;
- Payment processors (e.g., M-Pesa / [BANK / OTHER PROCESSORS]) for the purpose of collecting and disbursing funds;
- Hosting and cloud infrastructure providers that store data on our behalf, including **[LIST PROVIDERS** — e.g., AWS, Google Cloud];
- Professional advisers (lawyers, accountants, auditors) under duties of confidentiality;
- Regulators, courts, and law enforcement where legally required;
- Successors in the event of a merger, acquisition, or sale of assets, under equivalent protections.

We do not sell personal data.

8. International transfers

Some of our service providers are located outside Kenya. Where personal data is transferred outside Kenya, we do so in compliance with section 48 and 49 of the Data Protection Act, 2019, including by relying on adequacy, appropriate safeguards, or the data subject's explicit consent.

9. Retention

We retain personal data for as long as necessary to fulfil the purposes for which it was collected, including legal, accounting, or reporting requirements. Indicative retention periods:

- Active account data: for the duration of the account;
- KYC/KYB records: 5 years after account closure, in line with anti-money-laundering and tax law requirements;
- Payment and transaction records: 5 years in line with Kenyan tax law;
- Marketing data: until consent is withdrawn;
- Safeguarding records: 5 years, given the seriousness of the subject.

10. Cookies

We use cookies and similar technologies for authentication, security, preferences, and analytics. You can control cookies through your browser settings. Where required, we request your consent before setting non-essential cookies.

11. Your rights

Under the Data Protection Act, 2019, you have the right to:

- Be informed of the use to which your data is put;
- Access the data we hold about you;
- Request correction of inaccurate or incomplete data;
- Request deletion where the data is no longer necessary, subject to legal retention obligations;
- Object to processing based on legitimate interests or direct marketing;
- Withdraw consent where processing is based on consent;
- Lodge a complaint with the Office of the Data Protection Commissioner (www.odpc.go.ke).

To exercise any of these rights, contact us at lazaruskuria96@gmail.com. We will respond within 30 days.

12. Security

We implement technical and organisational measures appropriate to the risk, including encryption in transit and at rest, access controls, logging, and regular reviews. No system is perfectly secure; users should protect their own account credentials and notify us immediately of any suspected compromise.

13. Children

The Platform is not intended for use by children under 18. We do not knowingly collect personal data directly from children. Where placements involve learners in Schools, the Schools act as data controllers for learner data under their own policies.

14. Changes to this Policy

We may update this Policy from time to time. Material changes will be notified to registered users. The "Last updated" date at the top of this Policy reflects the most recent revision.

15. Contact

Questions, requests, or complaints about privacy:lazaruskuria96@gmail.com. Office of the Data Protection Commissioner: www.odpc.go.ke.