

Terms and Conditions

Effective date: 3 April 2026

Governing law: Kenya

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The legal agreement governing use of The Alkebula School platform and services.

1. Introduction

These Terms and Conditions govern your access to and use of The Alkebula School website, platform, learning systems, tutor-introduction services, academic support services, consultancy services, and related services.

The Alkebula School is a premium online education system offering structured academic support, tutoring, mentorship, and educational consultancy. By creating an account, booking a service, submitting an enquiry, or using the Platform, you agree to be bound by these Terms, the Privacy Policy, the Refund Policy, and the Code of Conduct.

You must be at least 18 years old to enter into this Agreement. If a Student is under 18, a parent, legal guardian, or responsible adult must create the account, manage bookings, and remain responsible for the Student's use of the Platform.

2. Definitions

Platform means The Alkebula School website, applications, systems, booking tools, dashboards, communication tools, payment flows, and related digital services.

Student means the learner receiving tutoring, mentorship, consultancy, or academic support.

Parent, Guardian, or Client means the person or organisation requesting, booking, paying for, or managing services for a Student.

Tutor or Educator means an independent education professional providing teaching, tutoring, mentorship, assessment support, consultation, or related educational services through or in connection with the Platform.

Services means all educational, administrative, consultancy, tutoring, mentorship, assessment, support, and related services offered or facilitated by The Alkebula School.

3. Platform Use and Eligibility

Users must provide accurate, complete, and current information during registration, enquiry, booking, payment, and communication.

Parents or guardians who allow a minor to use the Platform remain responsible for the minor's conduct, safety, account use, communications, bookings, and compliance with these Terms.

We may update, modify, suspend, restrict, or discontinue any part of the Platform at any time where required for security, maintenance, service improvement, legal compliance, or business reasons.

Although we make reasonable efforts to keep the Platform available, we do not guarantee uninterrupted, secure, error-free, or fault-free access.

4. Our Services

In return for applicable fees, we may assemble, maintain, and present tutor profiles; facilitate tutor introductions; make the Platform available for booking and communication; support payments and administration; and provide

education-related consultancy or academic support.

We aim to introduce Students to suitable Tutors based on academic needs, curriculum, level, subject, availability, and other relevant factors. However, we do not guarantee that any particular Tutor will be available, suitable, or successful for every Student.

Tutors are expected to use their professional discretion in choosing teaching methods, resources, and lesson approach based on the Student's needs and the agreed educational objective.

5. Tutor Status and Vetting

Tutors are independent professionals and are not employees, agents, partners, or representatives of The Alkebula School unless expressly stated in writing.

We may request identification, curriculum experience, academic qualifications, professional references, teaching history, profile photographs, criminal clearance or equivalent safeguarding documents, and other suitability information from Tutors.

Vetting and document checks are conducted on a best-efforts basis. We do not guarantee that every document, qualification, professional claim, or background statement supplied by a Tutor is genuine, complete, or current.

Parents and Students remain responsible for assessing whether a Tutor is suitable for their needs and for taking reasonable precautions in all online and in-person interactions.

6. Bookings, Communication, and Lessons

Bookings, scheduling, rescheduling, cancellations, and material lesson communications should be handled through the Platform or through official The Alkebula School communication channels.

Users are responsible for ensuring they can be contacted using the email address, phone number, or other contact details supplied to The Alkebula School.

Where classes are recorded through an approved third-party classroom or video platform, recordings may be stored and made available according to that third-party provider's rules. We do not guarantee the quality, availability, or retention period of any recording.

No class recording may be shared, published, copied, sold, transferred, or distributed without the express consent of all relevant participants and, where applicable, the consent of The Alkebula School.

7. Fees, Payments, and Taxes

All fees must be paid using approved payment methods shown on the Platform or communicated through official The Alkebula School channels. Payment instructions from unofficial sources should not be relied upon.

Payment information must be accurate, lawful, and belong to the person authorised to make payment.

Payment processing may be handled by independent third-party payment providers. Those providers may store payment method details and process transactions under their own terms and policies.

Unless expressly stated otherwise, quoted fees may include Tutor fees, Platform fees, administrative fees, applicable taxes, payment processing costs, or other service-related charges.

Outstanding fees, chargebacks, failed payments, or shortfalls remain payable as debts owed to The Alkebula School or, where applicable, the relevant Tutor.

8. Refunds, Cancellations, and Absence

Refunds and cancellations are governed by the Refund Policy, which forms part of these Terms.

Unless a different written arrangement is agreed before lessons begin, at least 24 hours' notice is required for cancellation or rescheduling of a class by either party.

Where a Student cancels or requests rescheduling with less than 24 hours' notice, the Student may be charged 50% of the lesson fee, or up to 100% at the Tutor's discretion, plus any agreed expenses already incurred.

If a Tutor cancels, fails to attend, or materially fails to deliver an agreed lesson, the Student may request a replacement lesson, credit, or refund review under the Refund Policy.

Refunds will normally be returned to the original payment method. Alternative refund methods may be used only where the original method is unavailable and after appropriate verification.

9. Academic Outcomes

The Alkebula School does not guarantee any particular grade, examination result, school admission, university admission, certification, scholarship, employment outcome, or institutional decision.

Educational progress depends on many factors including Student effort, attendance, baseline ability, parental support, curriculum demands, assessment requirements, Tutor fit, and institutional marking standards.

Responsibility for academic performance, submitted work, attendance, and compliance with institutional rules remains with the Student and, where applicable, the Parent or Guardian.

10. User Content and Academic Integrity

Users are responsible for all content, documents, assignments, messages, profile information, files, recordings, images, or materials they upload, share, submit, or make available through the Platform.

Users must not submit content that infringes intellectual property rights, violates privacy, contains unlawful material, contains malicious code, or encourages academic misconduct.

Tutors may support learning, revision, guidance, feedback, and academic development, but must not complete graded work on behalf of Students or facilitate plagiarism, cheating, impersonation, or dishonest academic conduct.

11. Privacy and Data Protection

We process Personal Data in accordance with our Privacy Policy and applicable data protection law, including the Kenya Data Protection Act, 2019 where applicable.

We may collect and process information required to respond to enquiries, match Students with Tutors, assess Tutor suitability, manage bookings, administer payments, improve services, comply with legal obligations, and protect users.

By using the Platform, you acknowledge that Personal Data may be shared on a need-to-know basis with Tutors, Parents, Students, payment providers, technology providers, professional advisers, regulators, or other parties where lawful and necessary.

12. Intellectual Property

All trademarks, branding, platform content, software, designs, text, graphics, logos, documents, resources, workflows, and other materials belonging to The Alkebula School remain our property or the property of our licensors.

Users may not copy, modify, reproduce, publish, distribute, licence, sell, scrape, archive, or create derivative works from Platform content without prior written consent, except as required for normal personal use of the Services.

User content remains owned by the relevant user, but the user grants The Alkebula School a limited licence to host, use, process, reproduce, and display such content where necessary to deliver and administer the Services.

13. Non-Solicitation and Circumvention

Users must not bypass The Alkebula School by directly engaging, soliciting, hiring, paying, or contracting with any Tutor, Student, Parent, or Client introduced through the Platform, except with our prior written consent.

This restriction applies during use of the Platform and for six months after the last introduction, booking, class, or termination of the relevant account, whichever is later.

Where users make private arrangements outside the Platform, such arrangements are not protected, administered, supported, mediated, insured, or enforced by The Alkebula School, and we may suspend or terminate access.

14. Confidentiality

Users must keep confidential any non-public information obtained through the Platform, including business information, pricing arrangements, Student information, Tutor information, personal information, learning plans, and internal processes.

Confidential information may only be used for the purpose for which it was disclosed and must not be disclosed except where required by law or with written consent.

15. Suspension and Termination

We may suspend or terminate access if we reasonably believe a user has breached these Terms, violated the Code of Conduct, failed to pay fees, created a safeguarding risk, misused the Platform, infringed rights, or acted unlawfully.

A user may stop using the Platform at any time, but termination does not affect obligations that accrued before termination, including unpaid fees, confidentiality obligations, non-solicitation obligations, intellectual property obligations, cancellation charges, or liabilities.

16. Liability and Indemnity

To the fullest extent permitted by law, the Platform and Services are provided on an 'as is' and 'as available' basis.

We are not liable for Tutor conduct, Student conduct, user communications, academic outcomes, institutional decisions, third-party platforms, internet failures, device failures, data loss, software downtime, or indirect, consequential, special, or economic losses.

Users agree to indemnify The Alkebula School against claims, losses, damages, liabilities, costs, and expenses arising from their breach of these Terms, misuse of the Platform, unlawful conduct, infringement of rights, or disputes with other users.

Nothing in these Terms excludes liability where such exclusion would be unlawful.

17. Disputes

Where a dispute arises between a Student, Parent, and Tutor, the parties should first attempt to resolve the matter respectfully and in writing.

The Alkebula School may, at its discretion, investigate or mediate complaints, but is not obliged to compel refunds, enforce private agreements, or provide an alternative remedy unless required by law or expressly agreed in writing.

Any discretionary offer made by The Alkebula School does not constitute admission of liability.

18. Governing Law and Jurisdiction

These Terms are governed by the laws of Kenya.

Subject to any mandatory consumer protection or data protection rights that may apply, the courts of Kenya shall have jurisdiction over disputes arising from these Terms or the Services.

19. Legal Notices and Contact

Legal notices should be sent in English to info@alkebulaschool.com unless another official address is provided in writing.

Payment-related communications may be sent to accounts@alkebulaschool.com.

Users are responsible for keeping their contact details current. Notices sent to the most recent email address supplied by a user may be treated as validly delivered.

20. General Provisions

If any provision of these Terms is found invalid or unenforceable, the remaining provisions will remain in effect.

Our failure to enforce any provision is not a waiver of our right to enforce it later.

Nothing in these Terms creates a partnership, joint venture, employment relationship, or agency relationship between The Alkebula School and any user, Tutor, Student, Parent, or Client.

In case of conflict, these Terms take priority, followed by the Code of Conduct, Refund Policy, Privacy Policy, and any other policy issued by The Alkebula School, unless a specific written agreement states otherwise.

Contact: info@alkebulaschool.com | Accounts: accounts@alkebulaschool.com | WhatsApp/Call: +254 728 866 097
Facebook: <https://www.facebook.com/AlkebulaSchool/> | LinkedIn: <https://www.linkedin.com/company/alkebulaschool>