Founding School Listing Agreement

Zambia Schools (zambiaschools.com) | Version 0.1 | 11 November 2026

Parties

This Agreement is made on ..... (the "Effective Date") between:

Cherwell Technology Ventures Limited, a private company limited by shares incorporated in Zambia (Companies Registration No. 120261057566), of 11065b Ngwezi Road, Roma, Lusaka, Lusaka Province, Zambia, which runs the Zambia Schools directory at zambiaschools.com (the "Company"); email office@zambiaschools.com, phone and WhatsApp +260 974955490; and

the school named below (the "School").

School details	
School name	
Registration number	
Physical address	
Contact person and role	
Email	
Phone / WhatsApp	
Number of pupils	

1. What this agreement covers

1.1 The Company runs zambiaschools.com, a directory that helps parents find and compare schools (the "Platform"). Parents use it free.

1.2 This Agreement sets out the terms on which the School joins the Platform as a founding school: a free listing until 10 January 2027, followed by a choice of options.

1.3 It covers the directory listing only. It does not cover any assessment tool, school management software or other service. Those would need a separate agreement.

2. The listing

2.1 The Company will create and maintain a profile for the School on the Platform containing:

- **Basic details:** school name, location, level, curriculum and public contact details.
- **Extended content:** map pin and map view, termly fee display, WhatsApp link, forwarding of parent enquiries, and photos and videos up to the allowance of the

tier chosen in Section 5.

2.2 During the Free Period (Section 4) the School receives the Basic details and the Extended content.

2.3 The School may ask the Company at any time to correct, update or remove any information on its profile. The Company will act within 5 working days.

2.4 The Company does not promise any number of visitors, enquiries or admissions.

2.5 The Company will give reasonable support by email (office@zambiaschools.com) or phone and WhatsApp (+260 974955490) on normal business days, and will use reasonable efforts to keep the Platform available. It cannot guarantee uninterrupted access.

3. Fair treatment of every school

3.1 Search results, matching and the order in which schools appear are decided only by the criteria a parent enters, such as location, fees and curriculum. No school can pay to rank higher or be shown first.

3.2 Paid tiers differ only in how much media and profile content a school can display. If the Company ever offers promoted content, it will be clearly labelled, kept separate from search results, and will need the School's separate written agreement.

3.3 The Company does not take payment for reviews, ratings or comparisons.

4. Free period and what happens next

4.1 The **Free Period** runs from the Effective Date to 10 January 2027 inclusive. No fee is payable during it.

4.2 Before the Free Period ends, the Company will email the School to remind it of its options. The Company will never charge the School automatically. After the Free Period, the School may choose one of the following by email or in writing:

- (a) **Basic Free Listing:** the Basic details only, at no charge.
- (b) **Paid tier:** the tier ticked in Section 5, on the fees in Section 5.
- (c) **End the listing:** the Company removes the profile.

4.3 If the School does not reply by 10 January 2027, it moves to the Basic Free Listing. No fees apply, and the Company may hide Extended content after 14 days' written notice.

5. Tier and fees

Please tick **one** tier. Ticking a tier shows which paid tier the School would like to move to after the Free Period. It is **not a commitment to pay**, and it sets the media allowance during the Free Period.

Tick	Tier	School size	Standard fee per Term	First paid Term (50% off)	Media allowance
☐	Small / Community	Under 150 pupils	K800	K400	Up to 5 photos and 1 video or virtual tour link
☐	Medium / Growing	150 to 400 pupils	K1,600	K800	Up to 12 photos and 2 video or virtual tour links
☐	Large / Established	400 to 800 pupils	K2,400	K1,200	Up to 20 photos and 3 video or virtual tour links
☐	Enterprise / International	800+ pupils or international curricula	K3,200	K1,600	Up to 40 photos and 7 video or virtual tour links

5.1 A "Term" is a four-month billing period. There are three Terms in an academic year.

5.2 If the School chooses a paid tier under clause 4.2(b), its first paid Term begins on 11 January 2027 (or a later date agreed in writing) and is charged at **50% of the Standard fee per Term**. Later Terms are charged at the Standard fee.

5.3 Fees are in Zambian Kwacha. Any applicable tax will be shown on the invoice.

5.4 The Company will send an invoice before each paid Term begins. It is payable within 14 days. If it is not paid, the Company may, after 14 days' written notice, move the School to the Basic Free Listing.

5.5 The School may move to another tier, or to the Basic Free Listing, at the end of any Term by giving 14 days' written notice.

5.6 The Company will give at least 60 days' written notice of any change to the Standard fees. Fees will not change during a Term.

5.7 Fees paid for a Term are not refundable, except that if the Company fails to provide the listing for a significant part of a Term, the School will receive a fair refund for that part.

6. Content and permissions

6.1 The School is responsible for the information, logos, photos and videos it provides ("School Content"), and agrees to keep it accurate and up to date, especially fees and contact details. The Company shows information as provided by the School or taken from public sources, and does not check or guarantee its accuracy. Each profile will say this and will ask parents to confirm details with the School.

6.2 The School keeps ownership of its School Content. It gives the Company a non-exclusive, royalty-free licence to store and display the items ticked below on the Platform for as long as this Agreement lasts. The Company will not use School Content elsewhere without the School's written agreement.

6.3 The School confirms that it owns, or has the right to use, all School Content, and that it

does not infringe anyone else's rights.

6.4 **Children.** The School must not supply any photo or video showing an identifiable child unless a parent or guardian has given written consent to its use on the Platform. Images must not name the child. If consent is withdrawn, the School will tell the Company, and the Company will remove the item within 5 working days.

Please tick what the School permits the Company to display:

- ☐ The School's name and logo
- ☐ Photos of buildings, grounds and facilities (no identifiable children)
- ☐ Photos or video showing identifiable children (the School confirms it holds written parental or guardian consent)
- ☐ The name of the head teacher or principal: .....
- ☐ Other named staff: .....

7. Personal data

7.1 The Company will collect the names, roles, email addresses and phone numbers of the School's contact persons, and the contact details parents give when they send an enquiry. It will use them only to run the listing, pass enquiries to the School and manage this Agreement. It will not sell them.

7.2 The Company will not collect children's data through the directory listing.

7.3 Each party will comply with the Data Protection Act, 2021 of Zambia. The Company will keep personal data secure and delete it when it is no longer needed or when lawfully asked to.

7.4 The School confirms that any staff whose details it gives are content for them to be shown.

7.5 Questions or requests about personal data can be sent to office@zambiaschools.com.

8. Responsibility

8.1 The Company's total liability to the School under this Agreement is limited to the greater of the fees the School paid in the 12 months before the claim and K1,000. The Company is not liable for indirect or knock-on losses.

8.2 Nothing in this Agreement limits liability that cannot lawfully be limited, including for fraud or for death or personal injury caused by negligence.

8.3 The School is responsible for claims that arise because it supplied School Content it had no right to use. This does not apply to losses caused by the Company's own negligence or breach.

9. Term and ending

9.1 This Agreement starts on the Effective Date and continues until ended under this

Section.

9.2 Either party may end it at any time by giving 14 days' written notice. Email is enough.

9.3 The Company may remove or suspend School Content immediately if it appears unlawful, misleading or in breach of anyone's rights, and will tell the School why.

9.4 When this Agreement ends, the Company will remove the School's profile within 5 working days. Section 5.7 applies to refunds.

9.5 This Agreement is non-exclusive. Neither party is stopped from working with others, and the School may list on other platforms.

10. General

10.1 This Agreement is governed by the laws of Zambia. The parties will try in good faith to settle any dispute within 30 days before going to court. The courts of Zambia have jurisdiction.

10.2 Notices may be sent by email to the addresses above. A notice sent by email is treated as received on the next working day.

10.3 This is the whole agreement between the parties on this subject. It can be changed only in writing signed or confirmed by email by both parties.

10.4 If any part is found unenforceable, the rest continues.

10.5 The School may not transfer this Agreement without the Company's written consent. The Company may transfer it to a successor to its business and will tell the School.

10.6 This Agreement may be signed electronically and in counterparts.

10.7 Being listed on the Platform is not an endorsement of the School by the Company, or of the Company by the School.

Signatures

Signed on behalf of the parties:

For Cherwell Technology Ventures Limited	For the School
Name:	Name:
Title (Director):	Title (Head teacher / Proprietor / Authorised signatory):
Signature:	Signature:

Date:	Date:
	School stamp: