

## **Tutors Contract for Services/ Terms & Conditions**

### **Link Online Tutoring App Contract for Services**

Between

1- ----- The (**Tutor**) Residing at:

Address: -----

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And

### **2- Link Online Tutoring App**

#### **WHEREAS**

- (A) The company is the business of providing tutoring services (“the business”)
- (B) A client is any student or introduced to a Tutor by Link Online Tutoring App
- (C) The Tutor has agreed to provide tutoring services to clients introduced to them by the Company.

#### **1. ENGAGEMENT**

- 1.1 Link Online Tutoring App hereby engages the Tutor to provide the Services.
- 1.2 The services to be provided by the Tutor shall be such as to enable the Link Online Tutoring App to have the benefit of the Tutor’s knowledge and experience in the agreed subject area and shall comprise of the tutor’s time, attention, and ability as may be necessary for the due performance of the services.
- 1.3 The Tutor shall keep the Link Online Tutoring App informed of the progress of his/her performance of the services at least each school term.
- 1.4 The Tutor shall at all times during the period of the contract:
  - 1.4.1 Carry out with due skill and diligently perform the Services;
  - 1.4.2 Effect all duties reasonably allocated to the tutor by the Link Online Tutoring App pursuant to Clause 1.1 hereof;
  - 1.4.3 Use his/her best endeavours to promote the interests of the Link Online Tutoring App ;
  - 1.4.4 Alert the Link Online Tutoring App to any additional tutoring needs which are or may be pertinent to the business;
  - 1.4.5 During the dealings with existing or prospective client(s) conduct his/herself in a professional manner as a representative of the Company; and
  - 1.4.6 Keep the Link Online Tutoring App informed as to his/her availability to provide the Services to the Link Online Tutoring App .
- 1.5 In the event of a dispute arising between the Company and a contract of the Link Online Tutoring App , with whom the Tutor has or has had personal dealings in his/her capacity as tutor, in connection with the actions of the tutor, the Tutor agrees to co-operate fully with the Link Online Tutoring App and accept the advice and directions of the Link Online Tutoring App and the Link Online Tutoring App solicitors, Counsel or advisors. If such a dispute results in legal action being taken against the company, the Tutor agrees to enter the proceedings as a third party to the action.
- 1.6 The Link Online Tutoring App shall provide such advice and guidance to the Tutor as the Company,  
(after consultation with the Tutor) deems necessary to enable the Tutor to perform the services.
- 1.7 Nothing in this contract shall create the relationship of employer of the Tutor or any of its officers or employees on the part of the Company, or employee or officer of the Company on

the part of the Tutor. The Tutor will be personally liable for the payment of tax and national insurance contributions, as appropriate, on any fees received under this Contract. The Tutor agrees to indemnify and keep indemnified the Link Online Tutoring App in the respect of any demand for PAYE or employers National insurance which may be directed against the Company in relation to any fees or out-of-pocket expenses paid to the Tutor in terms of this agreement.

- 1.8 Nothing in this contract shall place a duty on the Link Online Tutoring App to provide the tutor with work or with work of a specific type.

## **2. TERM**

- 2.1 Subject to earlier termination as hereinafter provided the Tutor shall commence the provision of Services from ..... (“the commencement date”) and this Contract shall terminate on 2 weeks’ notice by either party.

## **3. PAYMENT**

- 3.1 In consideration of the provision of the Services the tutor will collect from the client the agreed contract rates (see Appendix 1) along with the Company’s commission.
- 3.2 The tutor will then forward the Link Online Tutoring App commission on the 14th and last day of the month along with a timesheet that details the services provided to clients over the 2 week period. The timesheet should be signed by both the Client and the Tutor.
- 3.3 In case of assignments to any educational institution such as a school, a college or tuition centres, the company will agree with the tutor a fee for each separate project and will pay the tutor on completion of the assignment in question. For assignment exceeding aduration of one month payment will be at the end of each month of the assignment’s duration.
- 3.4 No payment will be made to the Tutor in respect of absence due to sickness in the event that the Contractor is unable to provide the Services for any reason.
- 3.5 A deposit of one lesson’s fees will be collected by the tutor on the first session, along with the first session’s fees. It is the responsibility of the Tutor to hold that deposit and use it to cover cancellations of less than 24 hours by the client. Please Link Online Tutoring App of this occurrence, asap, to allow them to determine the continuation of the sessions.

## **4. DECLARATION OF HOURS AND CLIENTS**

- 4.1 A timesheet that details the services provided to clients should be prepared and forwarded to the Link Online Tutoring App . The timesheet should be signed by both the Client and the Tutor. Timesheets should cover the period starting at the beginning of the month and ending on the 14th and the period starting on the 15th of the month and ending on the last day of the month.
- 4.2 If a client offers any additional hours or students the Tutor must inform the Company to arrange the provision of services.
- 4.3 Any additional clients acquired by the tutor in the day-to-day execution of their obligations under this contract will become clients of the company and must be declared to the company immediately.

## **5. CONFIDENTIALITY AND RESTRICTIONS**

- 5.1 The contractor hereby undertakes to the Company that:
- 5.1.1 He / She will keep with complete secrecy all confidential information and shall not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly, to the Company or may be likely to do so;
- 5.1.2 He / She will use her best endeavours to prevent the publication or disclosure of any confidential information and
- 5.1.3 He / She shall do nothing to harm the goodwill of the Link Online Tutoring App .

- 5.2** The restrictions in this clause shall extend to any and all information of a confidential or proprietary nature belonging to any third party which is in the custody or control of the Company or its customers and which have been disclosed by such third party to the Company or such customers (as the case may be) under obligation of confidence.
- 5.3** The restrictions in clauses 5.1 and 5.2 above shall continue without time limit but shall cease to apply to information which comes into the public domain otherwise than through breach of the provisions of this Contract by the Tutor.

## **6. TERMINATION**

- 6.1** The Link Online Tutoring App , without prejudice to any remedy which it may have against the Tutor for the breach or non-performance of any of the provisions of this Contract, may terminate forthwith this Contract:
- 6.1.1** If the behaviour of the Tutor can be reasonably be regarded as materially prejudicial to the interests of the Link Online Tutoring App or which brings the Tutor or the company into disrepute;
- 6.1.2** If the Tutor becomes insolvent;
- 6.1.3** If the Tutor is in material breach of this contract;
- 6.1.4** If a Client is materially dissatisfied with the services provided and investigation made by the Company prove this to be true; or
- 6.1.5** If commission, timesheets, hours, or clients are not fully declared or falsified in any way
- 6.2** In the event that the Link Online Tutoring App terminates this Contract in terms 6.1 hereof the Tutor or its representatives or executors whomsoever will not be entitled to receive any sums from the Company.
- 6.3** Both parties may terminate this Contract by giving the other party 2 weeks' notice, and the Tutor should forward any outstanding sums to the company.
- 6.4** In the event of termination any clients of the company still in need of services should no longer be provided by the Tutor.

## **7. OBLIGATIONS ON TERMINATION OF THIS CONTRACT**

- 7.1** Upon termination of the engagement of the Tutor hereunder for whatever reason the Tutor shall:
- 7.1.1** Deliver up to the Link Online Tutoring App all correspondence, documents, other papers and all other property of the Link Online Tutoring App which may be in the Tutors possession or under her control and the Tutor will not without the written consent of the Link Online Tutoring App keep any copies thereof;
- 7.1.2** If so requested send the Company Secretary a signed statement confirming that it has complied with Clause 7.1.1 hereof.

## **8. EFFECT OF TERMINATION ON THIS CONTRACT**

- 8.1** The expiration or determination of this Contract howsoever arising shall not operate to effect such of the provisions hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any other accrued rights or remedies available to the parties.

## **9. ASSIGNATION**

- 9.1** No party to this Contract shall assign, transfer, subcontract or in any other manner make over to any third party the benefit or burden of this Contract.

## **10. ENTIRE CONTRACT AND VARIATION**

- 10.1** This contract contains the entire and only agreement between the parties, and both parties acknowledge that, on entering into this contract, they have not relied on any written or oral

representation or undertaking other than as expressly stated in this contract, and that this contract supersedes any previous contract or arrangement between the parties.

- 10.2** No variation of this Contract shall be effective unless it is in writing and is signed by or on behalf of both parties.

## **11. NOTICES**

- 11.1** Any notice to be given under this Contract shall be in writing and shall be signed by or on behalf of the party giving it and may be served personally or by sending it by prepaid recorded delivery post to the address of the relevant party as set out in the head of this Contract.

Please note that the terms and conditions are subject to change or modification. Our tutors will be notified in writing of any such changes or modifications applied to these terms and conditions.

## **Appendix 1**

Rates and commission are to be negotiated for each individual client depending upon subject level, frequency of use and location. Rates will be agreed and confirmed via e-mail with the tutor prior to the first tutorial.