

Xplain2me Terms of Contract

Between:

Xplain2me (herein after referred to as the firm) and the **Applicant** (hereinafter referred to as the tutor)

1. Tutor and Firm Relationship:

The tutor acknowledges and agrees to the fact that he or she acts as an independent contractor and not as an employee of the company. The firm offers tutoring projects to the tutor who is responsible for offering tutoring services to the clients. The tutor is allowed to offer private tutorials, however the clients provided by the firm are to remain the firm's clients.

2. Engagement and Tutoring Projects:

The tutor acknowledges that any tutoring project may be terminated at any time with or without cause hence there is no guarantee of continued engagement. The client has the final discretion on the choice of tutor and the tutor therefore cannot make demands to the firm to be provided with tutoring projects. The tutor should choose only the projects he or she feels comfortable and knowledgeable to tutor.

3. Fees and Payments:

The tutor authorises the firm to set, invoice, collect and hold tutored lesson fees and fees collected by the firm from the client are subject to a certain percentage reduction by the firm as admin fees. The fees paid over to the tutor is an all-inclusive and is the final amount hence it includes all costs including transport costs. The fees paid over to tutors by the firm range from R100 to R140 and differ in accordance with the nature of the lesson package.

4. Learning Materials:

Although the firm may provide training to tutors in certain instances, the tutor is responsible for securing and gathering any necessary material for the lessons and should thus communicate with the client in this regard.

5. Lesson Duration and Progress Feedback:

All lessons from grade 1 to 9 are 1 hour lessons while those from grade 9 to University Level are all 1 hour 30 minutes. Payment of fees due to tutors will be withheld in the event that progress feedback has not been given on the students. Progress feedback should be given on or before the 25th.

6. Tax:

The Tutor acknowledges that as an independent contractor they are solely responsible for reporting and paying any tax due under South African income tax law (if applicable) in respect of income derived through providing tutored lessons

7. Disputes and Other Unforeseen Circumstances:

Any disputes between the tutor and the client on any issue relating to tutored lessons should immediately be reported to the firm's management and the necessary investigations will be done and the dispute resolved. The tutor is not the firm's employee and acts in his or her capacity as an independent contractor, the firm is therefore not responsible for any accident costs that may befall the tutor on his or her way to or from the client for lessons.

8. Termination of Contract

This contract is subject to termination in writing (at least 3 days before the last lesson) by any of the parties involved (Tutor or Firm) with or without a cause.