



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. He or she should choose only the projects he or she feels comfortable and knowledgeable to tutor and should ensure that in each lesson tutored, the client's basic expectations are fulfilled in the tutor's preferred discretion and methods.

The tutor should ensure the client is satisfied by providing the lessons precisely as requested by the client and in consultation with them paying particular attention to both mentioned and noticed problem areas and subject needs.

In the event that the tutor cannot fulfil a lesson already scheduled due to unforeseen circumstances, the tutor is required to inform the firm 10 hours prior to the lesson's commencement.

3. Punctuality:

Xplain2me values the client's time and tutors are compulsorily required to be punctual for every lesson. Complaints from the clients with regard to punctuality may lead to withholding of payments by the firm. It is therefore the tutor's responsibility to familiarise himself or herself with the location of the client before the first lesson.

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. Fees and Payments:

The tutor authorises the firm to set, invoice, collect and hold tutored lesson fees. 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 R150 and differ in accordance with the nature of the lesson package.

6. Non Circumvention:

During the time that the tutor is engaged by the client and 12 months after the completion of arranged lessons by the firm, the tutor may not conduct lessons, paid or unpaid with a client introduced to him or her by the firm.

7. 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. In the event that the tutor exceeds the lesson duration as agreed, the firm will not increase the fees previously negotiated with the client. If however the client requests for a time increase, the tutor will inform the firm soon after the lesson. Payment of fees due to tutors will be withheld in the event that progress feedback has not been given on the students. Submission of tutored lessons is to be done on the student portal and progress feedback should be given on or before the 25th otherwise payment of amounts due may be delayed.

8. 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

9. Disputes and Other Unforeseen Circumstances:

Any disputes between the tutor and the client on any issue relating to 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.

10. Indemnity:

The firm will always be free from any costs, losses, expenses, damages, attorney's fees, litigation expenses and claims of any kind including legal costs that arise directly or indirectly as a result of the tutor's actions and his or her failure to operate under this contract and under the South African Law.

11. Breach and Termination of Contract:

This contract is subject to termination in writing (at least 7 days before the last lesson) by any of the parties involved (Tutor or Firm) with or without a cause. Non-compliance with this contract's terms and conditions and with general instructions from the firm's management team may result in termination of this agreement, withholding or refunding of fees payable to the tutor back to the client or civil litigation as may be necessary.

