



Agreement Form



Tutor Agreement Form

Tutor Agreement, Regulations & Privacy Statement

This document constitutes a binding agreement made as of the date of being signed by the Tutor and between C2A Tutoring (hereinafter 'C2A Tutoring'), and the Tutor who is located at the residential address listed in this agreement form (Hereinafter 'The Contractor').

WHEREAS C2A Tutoring desires the services of The Contractor and The Contractor desires and agrees to perform such services for C2A Tutoring.

WHEREAS C2A Tutoring wishes to employ the Tutor as an independent contractor to provide said services to and for the benefit of C2A Tutoring 's customers or clients as needed.

WHEREAS, The Tutor represents that he or she is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Tutor and any third party,

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, the parties agree as follows:

- **DEFINITIONS**

- The Contractor: A person whose is sub-contracted to provide tutoring services to The Customer(s) of C2A Tutoring, on behalf of C2A Tutoring, subject to this Agreement.
- The Customer(s): Any person who has requested tutoring services from C2A Tutoring.
- The Services: All tutoring services that The Contractor performs for The Customers of C2A Tutoring.
- Tutor Guidelines: Provided by C2A Tutoring to The Contractor- Includes all regulations.

- **SCOPE OF SERVICES AND TERM**

- The Contractor shall provide services to C2A Tutoring as described in Appendix A attached hereto (the "Services"), and C2A Tutoring hereby retains The Contractor to perform the Services during the term of this Agreement, commencing on the date of submission, continuing for 12 months after this date and automatically renew for an additional 12 months. The Services shall be performed in accordance with such requirements or restrictions as may be lawfully imposed by governmental authorities.

- **PAYMENT**

- C2A Tutoring shall pay The Contractor, as compensation for the Services, in accordance with the payment schedule set forth in Appendix A.

- **TAXES AND REGISTRATIONS**

- The Contractor shall have sole responsibility for payment of all federal, provincial and local taxes or contributions imposed or required under unemployment insurance, social assistance and income tax laws and for filing all required tax forms or other registrations arising out of The Contractor's performance of the Services and with respect to any amounts paid by C2A Tutoring.

- **CONFIDENTIAL INFORMATION**

- All information provided by C2A Tutoring to The Contractor or resulting from the performance of this Agreement is deemed to be confidential. The Contractor shall hold such Information in confidence, use only for the purpose of providing the Services, and shall not disclose such Information to any third party. All Information shall remain the property of C2A Tutoring. Section 6.0 shall survive and continue after any termination of this Agreement.

- **CUSTOMERS**

- The Contractor acknowledges that all Customers are customers only of C2A Tutoring and that he/she shall not, for a period of three (3) years after the termination of this agreement, directly or indirectly, in any manner whatsoever contact any Customers, for the purpose of selling to such Customers any services which are in any way competitive

with, Services sold at that time by C2A Tutoring, its Affiliates, marketing partners or agents. Any new customers contacting the Contractor for similar services via referral of customers of C2A Tutoring must be directed to C2A Tutoring. If The Contractor is found to be in breach of this term, he/she will be immediately liable to make payment to C2A Tutoring for all revenues collected by The Contractor from these Customers.

- **TERMINATION**

- C2A Tutoring may, upon 14 days prior written notice to The Contractor, terminate this Agreement and, in such case, C2A Tutoring's obligations shall be limited to payment to The Contractor in accordance with Appendix A through the notice period. The obligations of The Contractor pursuant to Sections 4.0, 5.0, 6.0, 7.0, 9.0 and 11.0 shall survive any termination of this Agreement. The Contractor will, within five days after termination, return all materials which are the rightful property of C2A Tutoring, to C2A Tutoring. The Contractor will provide 14 days' notice to C2A Tutoring should they wish to terminate this contract.

- **RELATIONSHIP OF PARTIES**

- Tutor hereby agrees that he/she is an independent contractor and not an employee of C2A Tutoring. Tutor understands and agrees that he/she is not entitled to any benefits provided to any employee of C2A Tutoring. Nothing herein will constitute Tutor as an agent for C2A Tutoring or grant Tutor the authority to make representations or agreements on behalf of C2A Tutoring. Tutor further agrees that in the event that C2A Tutoring suffers any loss or damage as a result of a violation of this provision, Tutor shall indemnify and hold harmless C2A Tutoring from any such loss or damage.

- **THE CONTRACTOR ON THE PREMISES OF C2A Tutoring'S CUSTOMERS; INDEMNIFICATION**

- While on the premises of C2A Tutoring or C2A Tutoring's customers, The Contractor shall comply with all reasonable rules and regulations established at such premises. The Contractor hereby agrees to indemnify and hold harmless C2A Tutoring, and its officers, agents and employees, from and against any and all liability, loss, damage, cost and expense (including lawyers' fees) on account of any claim, suit or action made or brought against C2A Tutoring, or its officers, agents or employees, arising from the services performed by The Contractor hereunder, including any act or negligence of The Contractor in connection with such services, or arising from any accident, injury or damage caused to any person or to the property of any person during the performance of such services, or arising from damage to or loss of The Contractor's property while on the premises of C2A Tutoring or C2A Tutoring's customers in connection with this Agreement. The Contractor shall not be liable to C2A Tutoring for any damages resulting from any act of negligence on the part of C2A Tutoring or its employees or resulting from any representations previously approved by or materials or information supplied by C2A Tutoring.

- **INFRINGEMENT**

- The Contractor warrants that, in rendering services hereunder, he/she shall not knowingly infringe any copyright, trade secret or other intellectual property right of any third party, and that it shall use best efforts to avoid any such infringement. The Contractor hereby agrees to defend C2A Tutoring against any claim of copyright, trade secret or other intellectual property infringement made against C2A Tutoring on account of the Services rendered by The Contractor. The Contractor further agrees to indemnify and hold C2A Tutoring harmless against any loss, damage, award or expense (including reasonable lawyers' fees) resulting from such a claim.

- **ARBITRATION**

- The arbitrator shall not have authority to award punitive or other non-compensatory damages to either party. Each party shall bear its own costs of the arbitration; other costs or expenses of the arbitration will be split and paid equally by The Contractor and C2A Tutoring.
- The arbitration provisions of Section 13.0 shall not apply to any dispute regarding a breach by The Contractor of Sections 6, 11 or 12 of this Agreement. C2A Tutoring shall be

entitled to commence court proceedings or apply for injunctive or other interim or interlocutory relief in connection with any such dispute.

- **GENERAL**

- This Agreement shall be governed by and interpreted in accordance with the laws in effect in the Country of Australia.
- **FORCE MAJEURE**
 - Neither party shall be liable to the other for any loss, damage, delay, or failure of performance, that is caused by an act or event beyond its reasonable control, including but not limited to, acts of God, civil disturbances, war, strikes, emergency laws, regulations or governmental proclamations, or acts or failure to act of any governmental entity. Failure by either party to perform under this Agreement, because of the endurance of an event of force majeure for more than three months, will represent a ground for its termination on ten (10) days written notice.
- **LIMITATION OF LIABILITY**
 - C2A Tutoring 's sole liability under this agreement shall be for payments due the contractor under appendix A. C2A Tutoring shall have no other liability to the contractor whatsoever. No action or proceeding against C2A Tutoring may be commenced more than two (2) years after the claim has arisen. This Agreement sets out the entire agreement and understanding between the parties regarding the Services and supersedes any prior agreement and also includes the "Tutor Guidelines" and "Ethics Code".
- **REQUIREMENTS OF LAW**
 - The Contractor shall comply, at his or her own expense, with the provisions of all applicable municipal, provincial, and federal laws and regulations applicable to the Services.
 - This Agreement is governed by and shall be construed in accordance with the laws of the State of Victoria,
 - Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia
 - This Agreement may not be amended except by written instrument signed by each of The Contractor and C2A Tutoring.

APPENDIX A

SERVICES: The Contractor will provide tutoring and related services for The Customer(s) of C2A Tutoring at The Customer's premises, or any other location agreed to by The Contractor and The Customers(s). These services include the following:

1. Provide online zoom or in person tutoring lessons as required.
2. Respond to student's messages and questions within 48 hours via email or phone contact.
3. Provide feedback on trial assessments at least once per calendar month.

FEES: The Contractor will be paid an agreed amount for tutoring services on behalf of C2A Tutoring. These payments are approved in writing by C2A Tutoring prior to lessons.

The following regulations also apply:

- C2A Tutoring does not guarantee any minimum amount of work for the Contractor. This Agreement simply ensures that The Contractor will be considered for work if and when it is requested by The Customers.
- C2A Tutoring can only make payment to the Contractor once C2A Tutoring has received payment from the Student.
- C2A Tutoring may, at its discretion, withhold final payment to The Contractor until such time as all materials in the possession of The Contractor which are the rightful property of C2A Tutoring, are returned to C2A Tutoring.
- The Contractor will submit invoices to C2A Tutoring every week by logging sessions in the dashboard, for all billable services provided during the previous week. C2A Tutoring will provide payment to The Contractor every second Tuesday for lessons from the previous two week, after payment is received by the Student/Parent.
- After accepting any student assignment, the tutor must give at least 2 (two) weeks' notice prior to quitting that student assignment.

Regulations

In order to hold our reputation and to provide the best services we can, we ask all our Tutor/Contractors to be as professional as possible when dealing with Students, Parents, or other Tutors. Below are some guidelines and Regulations we kindly request you follow.

- Tutor will perform the services and abide by the guidelines set forth in the Agreement
- Tutor may accept or decline a student assignment. Upon acceptance of a student assignment, Tutor will contact the C2A Tutoring client within 48 hours to arrange and schedule the initial session.
- Tutor will arrive promptly for all tutoring sessions and perform minimum assigned hours
- Tutor will confirm private tutoring sessions in advance with clients in an effort to not miss or arrive late
- Tutor will offer meaningful tutoring services for the predetermined scheduled time and will not stay for an unreasonable amount of additional time without pre-approval of C2A Tutoring
- Tutor will give C2A Tutoring 24 hours' notice if Tutor cannot attend the scheduled session unless Tutor is ill and then Tutor should notify client at earliest possible time. Tutor will schedule make-up sessions.
- All invoices for a week must be submitted no later than 3 business days of the last day of the week.
- Tutor will not discuss C2A Tutoring's financial information, including, without limitation, rates and fees paid to Tutor, with clients, students, or other C2A Tutoring tutors.

Recruitment Process

We may ask Tutor to interview (in person, via Skype, or phone) with our staff to complete our screening process. During the interview, a prospective tutor should expect to discuss his/her teaching/tutoring experiences, educational goals and teaching style. Our staff will clarify any procedures and policies; answer any questions about C2A Tutoring 's Agreement and explain benefits.

Tutor represents and warrants that all information Tutor has supplied to C2A Tutoring about Tutor's current and past employment, education, teacher certifications, if any, and other personal history is true and complete in all respects. In addition, Tutor agrees not to accept any tutoring referral from C2A Tutoring that would violate any conflict-of-interest rule or other policy of any school or other institution where Tutor teaches or works.

During the term of this agreement, the Tutor shall devote as much of his or her productive time, energy and abilities to the performance of his or her duties hereunder as is necessary to perform the required duties in a timely and productive manner. It is the duty of the Tutor to prepare adequately for all tutoring sessions and acquire any necessary materials / tools.

Tutorials & Responsibilities

Conduct: As a professional educator, Tutor conducts himself/herself in accordance with the highest professional standards with students, their parents and other interested parties. See Tutor Code of Ethics.

Duties: The Tutor agrees he/she is responsible for planning and implementing an appropriate program of instruction for the student(s) in the subject(s) assigned. The Tutor will be responsible for providing group and/or one-on-one tutoring instruction, being available on the dates and times scheduled or agreed upon by the Tutor.

Communication: Because communication is essential between all parties (parents/students, tutors and C2A Tutoring), C2A Tutoring and tutors operate with the following assumptions, guidelines, and stipulations:

- After Tutor receives a tutorial request, Tutor needs to respond ASAP with an ACCEPT or a DECLINE.
- After Tutor receives a parent or student's contact information, Tutor needs to call parent or student as soon as possible (within 48 hours) to schedule first session.
- If Tutor doesn't respond in a timely fashion to C2A Tutoring's emails, texts or phone calls, C2A Tutoring reserves the right to replace Tutor with another Tutor to accommodate for Students' needs.
- Progress Reports: Parents occasionally request a monthly or weekly progress report for a student. C2A Tutoring will supply Tutor with forms for this purpose. C2A Tutoring asks that these checklist reports be submitted (emailed or faxed) to C2A Tutoring at the end of each month.

Cancellation of a session by Tutor: If Tutor needs to cancel a session, unless there is an emergency, tutor should provide 24 hours prior notice. If Tutor or a student attending a private lesson cancels a session, a make-up session should be rescheduled, if possible.

Substitution or Replacement: If Tutor needs to cancel a session, and cannot make it up, he or she should notify C2A Tutoring in a timely manner so a suitable substitute Tutor can be found. If Tutor needs to miss a number of tutorials, he or she should contact C2A Tutoring in a timely fashion to request either a temporary or permanent replacement.

24-Hour Cancellation Policy: C2A Tutoring has notified parents that they need to notify Tutor at least 24 hours in advance; otherwise, they will be charged a \$15 cancellation fee + \$2 admin processing fee for that session.

The student will not be charged a cancellation fee for the lesson if the lesson is cancelled solely due to:

- the tutor cancelling the lesson for any reason, or failing to be at the agreed place at the agreed time for any reason;
- the student being sick (as certified by a medical practitioner);
- the student having an appointment which is:
 - important and urgent, and
 - unable to be rescheduled;
- the student and the tutor agreeing to cancel the lesson without charge;
- the student's requirement to appear in court for any reason;
- the student cancelling the lesson with more than 24 hours notice;
- any other unforeseeable event which should reasonably take precedence over the student's attendance at the lesson.

Unacceptable reasons for cancellation:

The student will be charged a \$15 cancellation fee + \$2 admin processing fee for the lesson if the lesson is cancelled due to:

- the student's lateness, including but not limited to lateness due to transport delays;
- a reasonably foreseeable or regular event which would otherwise satisfy any of the acceptable reasons for cancellation above, with the exception of a court appearance;
- any event which is unable to be rescheduled due to a lack of planning by the student;
- other work or study commitments;
- any unexplained failure to be at the agreed place at the agreed time.

Furthermore, the student will be charged for the lesson if:

- the student fails to give sufficient notice of the cancellation of the lesson, unless the lesson is cancelled for an acceptable reason as defined in this document; or
- the student's failure to give immediate notice of the cancellation causes significant inconvenience to the tutor.

Variation of lessons

If the time, place or duration of a lesson is varied by mutual agreement without significant inconvenience to either the student or tutor, the lesson shall not be taken to have been cancelled.

Waiver of fees

The tutor or C2A Tutoring, acting as the Agent of the tutor, may choose not to charge the student for a cancelled lesson, even if the student would otherwise be charged under the terms of this policy. For tutors to process a missed lesson (without sufficient notice given), they must log the lesson as "missed" on the BizStim software.

Cancellation period

For the purposes of this policy, sufficient notice shall be 24 hours.

Note: If you log your lesson at least 24 hours before the scheduled lesson date, your student will be sent a reminder email about their upcoming lesson – to prevent cancellations.

Assignment: The Tutor shall not assign any of his or her rights under this Agreement or delegate the performance of any of his or her duties hereunder to another party or Tutor, without the prior written consent of C2A Tutoring.

Termination of a Tutorial: Tutor must give C2A Tutoring two weeks' notice when terminating a client. C2A Tutoring will then work to find a replacement, if needed.

Liability and Obligations: The Tutor will have no claim against C2A Tutoring for damages incurred during the execution of Tutor's duties. Such damages include, but are not limited to injuries, emotional damages, physical harm and traffic accidents. The Tutor acknowledges that he or she bears all risks of performing contracted duties. These risks include those resulting from the interaction between the Tutor and the students and families to whom the Tutor provides tutoring services. The Tutor acknowledges that the students referred to the Tutor by C2A Tutoring are strangers whose backgrounds have not been checked by C2A Tutoring. Thus, the Tutor should exercise his or her own judgment and protocol for deciding whether to engage in tutoring services with each student or client referred to the Tutor by C2A Tutoring. The Tutor is never obligated to pursue any tutoring opportunity that C2A Tutoring offers a Tutor, but Tutor is required to respond to all requests.

Rates & Referrals – Practices, Policies and Payments:

- **Payment Options:** All payments from clients are done through automatic credit card processing. **Tutors *must not collect any other payment method, from their clients.*** Please inform your clients that their credit card on file will be debited after the lesson occurs. Tutors are paid every second Tuesday for lessons from the previous two week.
- **“No-Risk” First Session:** If the student, parent or tutor decides after the first hour that the lesson was not a satisfactory match, C2A Tutoring does not charge for that first session; otherwise, a charge applies. Thus, C2A Tutoring is not entitled to make payment for that hour to Tutor.
- **Additional Tutorial Billings:** In this regard, tutors are not permitted to bill for additional tutoring fees resulting from the extension of time of a scheduled tutoring session or the purchase of supplies without the prior agreement of C2A Tutoring or other responsible party.

Taxes: Tutor shall be responsible for managing and filing all necessary taxes and paperwork. As such, C2A Tutoring will not withhold any taxes from the Tutor’s pay. The Tutor is personally liable for appropriate withholding and payment of all federal, state, and local taxes, unemployment compensation, disability payments and any other amounts due or assessed on the basis of Tutor ‘s tutoring income.

C2A Tutoring ‘s Services & Roles:

Negotiation: C2A Tutoring represents Tutor in all fee negotiations and hence all communication concerning fees with clients is conducted by C2A Tutoring. Also, C2A Tutoring will, on Tutor’s behalf, resolve all disputes as to fees, hours tutored or cancellation charges between Tutor and student / parent. Any such resolution will be binding on Tutor.

Arbitration: Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in accordance with the rules of the Australian Government, and the judgment upon award may be entered in any court having jurisdiction thereof.

C2A Tutoring Rights to Clients: For a period of three years from the initial date Client was referred to a Tutor, C2A Tutoring maintains exclusive rights with only those Clients. At no time shall a Tutor receive payment from the Client for any tutoring services rendered. Tutor is not permitted to make private arrangements with clients introduced by C2A Tutoring, or with new clients introduced by C2A Tutoring clients.

Confidentiality Statement:

The Tutor shall hold in confidence and keep confidential any and all confidential information that he or she receives from C2A Tutoring ‘s customers, and prospective customers (including students, learners, institutions, companies, and other entities).

The Tutor agrees that he or she will not disclose any of this information, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with C2A Tutoring. The Tutor shall not retain any copies of the aforementioned without C2A Tutoring ‘s prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by C2A Tutoring, the Tutor shall immediately deliver to C2A Tutoring all such files, records, documents, specifications, information, and other items in his or her possession or under his or her control.

The Tutor shall not disclose any such information to any third party (including other independent contractors) and agree not to use such information for any purpose except to assist the tutoring session.

The Tutor shall compensate C2A Tutoring for losses it incurs as a result of his / her negligent, reckless, or intentional disclosure of confidential information. Confidential information in this context includes, but is not limited to, any information, idea, or concept, in any form (tangible or intangible), whether disclosed to me or learned by me. For the purpose of this Agreement, confidential information specifically includes all information:

concerning students, patrons, learners, employees, and other independent contractors, including but not limited to information concerning their age, sex, sexual orientation, religious affiliation, ethnicity, national origin, ancestry, disability, or other personally identifiable information of a competitively sensitive nature, including trade secrets or confidential or proprietary information of any sort, including, without limitation, information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, or other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any persons or entities with which it does business; and

concerning C2A Tutoring 's policies, strategies, finances, pricing, pay rates, use of independent contractors, and the nature of relationships between corporate management and its service providers, customers, and end users – including the specific questions such users ask while using the C2A Tutoring 's services.

The Tutor further agrees that he or she will not disclose the terms of this Agreement to any person without the prior written consent of C2A Tutoring and shall at all times preserve the confidential nature of his or her relationship to C2A Tutoring and of the services hereunder. See Privacy Policy.

IN WITNESS WHEREOF: The parties hereto agree that if the Tutor chooses to proceed with their registration online, agreement to all terms will be as effective as if original containing original signatures. By signing this agreement, you agree to all conditions, regulations, and terms in this agreement.

Submission of the Careers Form indicates Tutor has read and agreed all terms of this C2A Tutoring Agreement.

Ethics Code

C2A Tutoring will conduct their business honestly and ethically wherever we operate. We will constantly improve the quality of our services and operations and will create a reputation for honesty, fairness, respect, responsibility, integrity, and trust.

We ask Tutors to:

- Avoid representing C2A Tutoring in any transaction with others with whom there is any outside business relationship
- Avoid using their company contacts to advance their private business or personal interests at the expense of the company, its clients or affiliates
- Give no bribes or other similar remuneration or consideration to any person to attract or influence business activity
- Avoid gifts, gratuities, fees, bonuses or excessive entertainment, in order to attract or influence business activity
- Report all information accurately and honestly, and as otherwise required by applicable reporting requirements
- Seek to avoid exaggerating or disparaging comparisons of the services and competence of their competitors.
- Obey all Equal Employment Opportunity laws and act with respect and responsibility towards others in all of their dealings.
- Agree to disclose unethical, dishonest, fraudulent and illegal behaviour, or the violation of company policies and procedures, directly to management.

Violation of this Code of Ethics can result in discipline, including possible termination or suspension of contractor agreements.

C2A Tutoring absolutely prohibits the use of alcohol or non-prescribed drugs while on any C2A Tutoring premises. It also discourages non-workplace drug and alcohol abuse. The use, sale or possession of alcohol or non-prescription drugs while on the job, on any C2A Tutoring premises, will result in immediate

termination of the Tutor Agreement. If any clause of these terms and conditions is held to be legally invalid or unenforceable, the invalid or unenforceable wording shall be deemed to be omitted.

C2A Tutoring absolutely prohibits any acts of sexual harassment towards a C2A Tutoring Customer, including grooming and sexual relations, whether outside or on the tutoring premises.

You can see more info here on child protection policies on the ATAsite: <https://ata.edu.au/resources/child-protection/>

In the event of a suspected incident of abuse, you can read more here on how to report the abuse: <http://www.ata.edu.au/wp-content/uploads/2017/01/Allegations-of-Abuse-What-to-do-DHHS-Resource-6.pdf> and <http://www.ata.edu.au/wp-content/uploads/2017/01/Incident-Report-Template.doc>

Privacy Statement

C2A Tutoring will always adhere to current laws regarding Privacy. We aim to always hold secure the Privacy of all individuals we deal with. Your details will be stored in our management system and may be used for advertising, promotional or alike services.

By Submitting this document, you therefore agree to all terms, agreements and regulations outlined in it. The information requested on this application for employment is necessary to ensure a fair and thorough evaluation of all applicants with C2A Tutoring. Personal information contained within this form shall be available only to employees and managers of the company with direct involvement in the recruitment process.

For any privacy concerns, please contact us at c2atutoring@gmail.com



C2A
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