

## **SERVICE LEVEL AGREEMENT**

This agreement serves to confirm that the Tutor agrees to the terms and conditions herein.

Please read the document carefully before signing

## TERMS & CONDITIONS:

Please Note: These terms and conditions form a contract between you, hereafter also referred to as the “tutor”, and Edu Core Solutions CC. “Clients” refers to the tutees and/or their parents/guardians. By sending your CV and completing the ROTUT Application Form on our ROTUT portal you are confirming that you understand and accept these terms and conditions, which may be varied by Edu Core Solutions by giving notice in writing. Please retain a copy of this contract for your future reference.

1. Edu Core Solutions will provide a regular service of 1 to 1 tuition to individuals, or to small groups with a maximum of four people. Tutorials will take place at an agreed location, date and time. The tutor expressly acknowledges and agrees that Edu Core Solutions shall engage the tutor as an independent contractor, and not as an employee of Edu Core Solutions
2. Tutorials cancelled (or where a client fails to turn up) with less than 4 hours’ notice will be billed to the client at the usual lesson fee (unless it can be proven that the child was ill).
3. Please use the ROTUT system to reschedule any lessons either on the day the lesson is scheduled, or prior to the lesson date. You can not reschedule a lesson once the date has passed and this causes issues for Edu Core Solutions to track and monitor. Please notify Edu Core Solutions immediately if you’ve forgotten to reschedule a lesson.
4. Cancellations by the tutor of more than 3 weeks in succession, or that which Edu Core Solutions perceive as unreasonable, regular cancellations will be considered for immediate termination of contract, and the tutoring slot may be offered to another tutor.
5. Should you the tutor not be available on the day of the tutorial, then please inform the client and Edu Core Solutions as soon as possible. Regular, short-notice cancellations will bring this agreement to an end (see item 3).
6. The first lesson the tutor will assess the student to see the “gaps” that require attention. Once the “gaps” have been established it’s about going back to the basics creating maximum academic awareness. A tutoring plan needs to be put together in conjunction with the student to present to the parents or guardian of the student
7. The tutors will use all their own resources, and will not request additional monies from clients for their purchase. However, recommendations of resources may be offered, but the purchasing of these is entirely the client’s own decision, and at their own risk.
8. If tutors are presenting lessons within the clients’ home they will provide a place where uninterrupted and peaceful learning can take place with an open door so the client is able to hear the tutor teaching. Tutors agree that they will be punctual, smartly dressed, conduct themselves in a professional manner, and will spend time planning quality, structured lessons to meet the students needs. Tutors are required to wear smart/casual clothing (no ripped jeans/hot pants/ short shorts/skirts/vests). Hair and facial hair must be kept neat and tidy. Ladies and gents may not wear strap tops; tops must cover your shoulders.
9. No smoking or Vaping is permitted near the child
10. Tutors declare that they do not have a criminal record.
11. Should the client be unhappy for any reason with the tutor provided, the agency will do their utmost to rectify the situation, and if necessary to offer another tutor within 14 days of the request. The clients will be regularly asked whether they are satisfied with the level of service they are receiving.
12. All tutors provided are under written contract to Edu Core Solutions and are not free to tutor for the client except through the agency, even after they, and/or you have left the agency. Should the client, or any person recommended by the client, employ a tutor previously contracted to the agency within

- a 2 year period of them and/or the client leaving the agency, or employ another tutor recommended by the tutor during this time, the client will be issued with and agrees to pay an introductory fee of R 7500.00 (seven thousand five hundred rand), which is payable within 14 days of issue. Should a tutor previously contracted to this agency agree to tutor a client introduced by the agency then the tutor agrees to pay the agency an introductory fee of R 7 500.00 (seven thousand five hundred rand), which is payable within 14 days of issue or any monies owing to the tutor will be withheld as the introductory fee.
13. If the client's tutorial falls on a Public Holiday, then an alternative may be arranged with the tutor, or that week's session will be missed. If this is the case, no fees will be charged for the missed session.
  14. If the client is late for a session, the lesson will only run until the usual end time, and be charged at the usual price. If a tutor is late for a session, then it is the duty of the tutor to arrange to make up the lost time or inform Edu Core Solutions so that a pro rata charge is made for the session.
  15. The length of the tutored lessons can be anything from 60min to 120min. Should the tutor exceed the lesson time stipulated on a Lesson Schedule, the Lesson fee negotiated by Edu Core Solutions on behalf of the tutor cannot be increased.
  16. The agency accepts no liability for any direct, incidental, consequential, indirect, special, punitive or similar damages arising out the tutoring service and are responsible for your own insurance cover
  17. Parents / guardians of children are asked to remain in the building with their child during the tutorial. If they choose to leave their child alone with the tutor during the tutorial, they do so free of choice, at their own risk.
  18. The tutors registered with Edu Core Solutions are self-employed with respect to paying their own tax accordingly to the South African Tax Law and any other duties payable.
  19. Edu Core Solutions are primarily responsible for scheduling lessons with clients but from time to time the tutor may be requested to do so
  20. Edu Core Solutions and tutors will not sell, rent or distribute any clients' personal information, or any information relating to children, to any third parties. Tutors agree to hold confidential information about clients as securely as possible, and will not sell, rent or distribute clients' personal information, or any information relating to children, to any third parties.
  21. One month's written notice (30 days) in writing is required from any tutor wishing to terminate the tuition agreement. If this is not given in writing we will withhold all monies owing to the tutor.
  22. The tutor is required to use ROTUT to manage your Lesson Schedule per Client per monthly period (1<sup>st</sup> – last day) in which tutored lessons have been provided. That is, if the tutors tutor more than one Client, the tutor is required to manage the ROTUT Lesson Schedule. Only fees relating to lessons on the ROTUT Lesson Schedule with corresponding PAID lessons may be completed. Tutors will not be paid for any lessons that are not paid for by the client unless Edu Core Solutions gives permission for the one lesson. Weekly follow up is vital should you see lessons are still unpaid by the client.
  23. Tutors must submit their ROTUT Invoice Review between the 1<sup>st</sup> and the 5<sup>th</sup> of every month. The tutor may not accept any monies from the client. The tutor authorises Edu Core Solutions to set, negotiate, invoice, collect and hold tutored lessons fees on the tutor's behalf. Edu Core Solutions will release payment every month between the 15<sup>th</sup> and 18<sup>th</sup>. Example you worked 1<sup>st</sup> to 31<sup>st</sup> July, you will review your invoice 1<sup>st</sup> to 5<sup>th</sup> August, July payment is processed anytime between the 15<sup>th</sup> and 18<sup>th</sup> of August.
  24. Should you miss the deadline 1<sup>st</sup> to 5<sup>th</sup> for your ROTUT invoice review a penalty of R150 will be removed off your invoiced amount for admin fees

25. Tutors will be paid accordingly at the rate agreed upon by Edu Core Solutions so please ensure you know the rate before accepting the job
26. The payments are electronically transferred into your account, so it is important that you furnish us with the correct banking information on ROTUT
27. We accept that tutors are generally studying towards a degree and exams can be a very demanding time in your life and we understand you will not always be available at stipulated dates, however, please note the following:
  - The lesson that was missed with the student must be made up within a **72 hour period**
28. The Tutor agrees to provide to any Clients in respect of which tutored lessons have been conducted, **written feedback on the ROTUT system**. This feedback is compulsory and must be completed after every lesson.
29. By submitting your ROTUT Application Form, you are agreeing to be bound by Edu Core Solutions terms as stated in the preceding Terms & Conditions. Failure to adhere to its contents could lead to legal action.
30. **The tutor needs to like Edu Core Solutions Facebook Page for the purposes of certain communications, including promotions and special opportunities – VERY IMPORTANT**  
<https://www.facebook.com/Edu-Core-Solutions-900657479978559/?ref=hl>

*Please encourage your parents/students to join our Facebook page and write a review about you and their experience with Edu core Solutions. We will be selecting the top 3 tutors of the year and this will add bonus points to your ranking.*

You as a tutor involved in assisting and teaching the student in any of our academic programmes (Grade 1 – 12) will first need to assess the students' weaknesses in a particular learning area. This enables the tutor to find the "gaps" and give the student full benefit of a private tutor. We therefore set aside the first two extra lessons for testing and assessing the students' individual capability within the subject. Based on the outcome of the assessments Edu Core Solutions together with the tutor will develop an individualised learning program for the student.

**31. South African POPI act CONFIDENTIALITY AND DATA PROTECTION:**

**Confidential Information:** All information exchanged between the parties shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of the disclosing party.

**Compliance with POPI Act:** All parties agree to comply with the provisions of the Protection of Personal Information Act (POPI Act) to ensure the protection of personal information. This includes, but is not limited to, the collection, processing, storage, and disposal of personal information.

**Collection and Use of Personal Information:** The Company, Tutor, and Client consent to the collection and use of personal information solely for the purposes of providing and receiving tutoring services.

**Data Security:** The Company and Tutor shall implement appropriate technical and organizational measures to protect personal information against unauthorized or unlawful processing and accidental loss, destruction, or damage.

**Access to Personal Information:** Only authorized personnel of the Company and the Tutor shall have access to the personal information of the Client. Access shall be granted solely on a need-to-know basis to perform the services outlined in this agreement.



**Data Retention and Disposal:** Personal information shall be retained only for as long as necessary to fulfil the purposes outlined in this agreement or as required by law. Upon termination of this agreement, all personal information shall be securely disposed of.

I have read the preceding Terms & Conditions and give my full consent to be bound by them on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ at (place)\_\_\_\_\_.

Full name: \_\_\_\_\_

Signature: \_\_\_\_\_

Edu Core Solutions

Full name: \_\_\_\_\_

Signature: \_\_\_\_\_

Email back to: [tutors@educoreresolutions.co.za](mailto:tutors@educoreresolutions.co.za)