



## **CLIENT AND AGENCY AGREEMENT**

### **1.2. ACTIVE TUTOR AND AU PAIR AGENCY**

1.2.1. Hereto known as the company

### **1.3. THE CLIENT**

1.3.1. Hereto known as the client

### **1.4 THE TUTOREE**

1.4.1 Hereto known as the tutoree or student

## **2. UNDERTAKINGS**

2.1 Active Kids Tutor and Au Pair Agency is an agent for the introduction of one or more tutors to the Client. Active Kids Tutor and Au Pair Agency does not provide tutoring services. We are a tutoring agency and a party in this contract.

2.2. The Client agrees to these terms and conditions which relate to Active Kids Tutor and Au Pair Agency's introduction of a tutor to you.

2.3. The Termination or Conclusion of the Agreement occurs when all of the obligations under this contract are complete or discharged, excluding the ongoing undertakings in Section 4.

## **3. TERMS OF AGREEMENT**

3.1. This agreement is effective from the date indicated in this agreement and remains in force until the client gives notice.

3.1.1. The agreement may be terminated prematurely if either party dishonours the terms set in place in this agreement. Such termination would be effective immediately.

3.1.2. The agreement may be terminated prematurely on the consensus of all parties involved. Such consensus would need to be in a written medium and the termination would be effective immediately upon submission of the written medium agreement.

3.2. The term of the agreement may be prolonged and is the prerogative of the company as to whether such an extension will be offered or not.

3.3. By submitting this enrollment form, you agree that Active Kids Tutor and Au Pair Agency may use your child's marks, report and photo for marketing purposes, your child's name and surname will not be mentioned.

## **4. REPLACEMENTS AND TERMINATION**

4.1. If the Tutor is unable to complete the Course of Tuition, or the Client requests a replacement Tutor because they are not satisfied with the original Tutor assigned to them, Active Kids Tutor and Au Pair Agency will find up to two suitable replacement Tutors with regard to the level and subject for which tuition is required.

4.2. If Active Kids Tutor and Au Pair Agency is unable to find such a suitable replacement Tutor within a reasonable time to complete the remaining Sessions of the Course of Tuition, Active Kids Tutor and Au Pair Agency will refund a portion of the fees pre-paid by the Client representing the number of sessions that the Tutor or any replacement Tutor has been unable to complete.

4.3. If the Client wishes to terminate the Tuition mid-Course for any reason, no refunds can be granted for the balance of sessions that have been taught; furthermore, one week's notice must be provided.

## **5. COMMUNICATION**

5.1. Communication between the company, the tutor and the client will be acceptable by means of e-mail and WhatsApp.

5.2. All communications **must be** responded to within 24 hours of receiving such communication.



## 6. CONTRACTUAL RELATIONSHIP

- 6.1. Active Kids Tutor and Au Pair Agency provides introductions of Tutors to Clients.
- 6.2. Active Kids Tutor and Au Pair Agency is an agent for the Tutor.
- 6.3. It also collects fees from the Client on behalf of the Tutor together with its own fee relating to its administration and introduction commission. The rate for tuition includes the tutor's fees and Active Kids Tutor and Au Pair Agency's own fee.

## 7. PROHIBITION OF OTHER ARRANGEMENTS

- 7.1. The Client will not agree any alternative fees with the Tutor and agrees not to render any direct payments to the Tutor.
- 7.2. The Client is not permitted to enter into any private arrangements with any Tutor introduced by Active Kids Tutor and Au Pair Agency. The Client undertakes to make all bookings with Tutors introduced by Active Kids Tutor and Au Pair Agency exclusively through Active Kids Tutor and Au Pair Agency.

## 8. PAYMENT TO TUTOR

- 8.1. Payment is made to the tutor by the company in an agreement between the Company and the Tutor.
- 8.2. Payment to the company only by means of an electronic transfer made to the bank account on the QuickBooks invoice (if any other form of payment are made, the client will be liable for costs incurred)
  - 8.2.1. The company is responsible for the payment to the tutor

## 9. PAYMENT BETWEEN COMPANY AND CLIENT

- 9.1. Payment is made in advance, 24 hours before start of lesson. Proof of payment MUST be send via email or WhatsApp.
- 9.2. Payment is made by means of an electronic transfer made to the bank account of the company. No cash or eWallet will be accepted. (If paying via cash deposit, the client will be liable for the costs incurred)
  - 9.2.1. The company is responsible for the payment to the tutor
- 9.3.1. Payment to the company as agreed and communicated to the client:
  - 9.3.1.1. R150 per 45 minutes for a Grade 1-7 student
  - 9.3.1.2. R170 per 60 minutes for a Grade 1-7 student
  - 9.3.1.3. R190 per 60 minutes for a Grade 8-11 student
  - 9.3.1.4. R240 per 60 minutes for a Grade 12 student
  - 9.3.1.5. 16 hour PACKAGE lessons will be charged at R10 less than original lesson price
- 9.4. Client will receive an invoice from QuickBooks
  - 9.4.1 If the invoice is not paid within 24 hours before start of lesson, the lesson will be cancelled. The lesson will still be payable.

## 10. ROLES AND RESPONSIBILITIES OF TUTOR

- 10.1. The tutor will adhere to the following guidelines:
  - 10.1.1. The tutor may **not** rearrange, reschedule, cancel or alter any lesson date, time, subject, topic or length directly with any client **without** advising the company of same.
  - 10.1.2. The tutor will contact newly acquired clients to confirm the lesson time.
  - 10.1.3. The tutor is permitted to be ten minutes late for a scheduled lesson on condition that the tutor contacts the company and the client via a phone call before the originally scheduled time.
  - 10.1.4. The tutor will inform the company of any situations which may affect the tutor's performance and fulfilment of this agreement.
  - 10.1.5. The tutor may not smoke, drink alcohol or behave in an untoward manner with any clients or while representing the company.
  - 10.1.6. Tutoring must at all times be in the presence of an adult and tutoring must take place in a visible area i.e. lounge/dining room – never in anyone's bedroom.
  - 10.1.7. The tutor must be presentable for every lesson. Any complaints from the client will lead to



an investigation which could see another tutor being assigned to the lessons.

10.1.8. The tutor may not fraternize with the student and any unprofessional interaction outside of scheduled lessons are prohibited.

10.1.9. **If the client cancels the lesson within 24 hours of scheduled lesson time, the tutor will receive payment due.**

10.1.10. **The tutor must confirm lessons via WhatsApp, email or a phone call 24 hours prior to the start of the lesson.**

## **11. CLIENT'S RESPONSIBILITIES**

11.1. The Client shall notify Active Kids Tutor and Au Pair Agency immediately and without delay and in any event within 24 hours if the Tutor fails to attend work or notifies the Client that (s)he is unable to attend work for any reason.

11.2. The Client must sign lesson control after each lesson has taken place.

11.3. The Client must send all school reports to the Company.

11.4. The Client must notify the Company if lessons are arranged, rescheduled and or cancelled.

11.5. The Client must confirm if lesson control send to them is correct. If no communication is received, it will be taken as correct.

11.6. The Client must ensure that the tutoree completes homework given to the student by the tutor.

11.7. The Client must ensure that the tutoree has the correct textbooks if required by the Company. (All grade 8-12 student that receives tutoring MUST have the Examination Aid textbook)

## **12. LIABILITY**

12.1. Active Kids Tutor and Au Pair Agency does not accept any liability for any claims by the Client arising out of or related to the provision of tutoring services by the Tutor.

12.3. Active Kids Tutor and Au Pair Agency will not be liable to the Client or any third party for any act or error of the Tutor.

12.4. Whilst every effort is made by Active Kids Tutor and Au Pair Agency to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Tutors and further to provide them in accordance with the Client's needs, Active Kids Tutor and Au Pair Agency is not liable for any loss, expense, damage or delay arising from the negligence, dishonesty, misconduct, accidental or deliberate damage to property during the assignment or lack of skill of the Tutor.

12.5. The Client shall indemnify and keep indemnified Active Kids Tutor and Au Pair Agency against any costs, claims or liabilities incurred by Active Kids Tutor and Au Pair Agency arising out of any Assignment or as a result of any breach of these Terms by the Client.

12.6. Active Kids Tutor and Au Pair Agency does not accept any liability for the consequences of tuition, including, but not limited to, exam results and dissertation scores.

## **13. SCHEDULING AND CANCELLATION**

13.1. Clients should be aware that there is preparation involved before each Session of tuition, in addition to travel time and cost to the Tutor.

13.2. Notice of cancellation of a scheduled tutoring Session for any reason whatsoever must be given by the Client to Active Kids Tutor and Au Pair Agency 24 hours prior to the scheduled Session. If the lesson is cancelled less than 24 hours before start of lesson, the tutor will receive payment for the cancelled lesson, the client will not receive credit. No lesson may start if payment for lesson was not received.

13.3. Should the Tutor not be available on the day, the Client will be informed, and a rescheduled time may be offered by the Tutor. If a suitable alternative time cannot immediately be arranged, Active Kids Tutor and Au Pair Agency must be immediately informed, and this will be a credit session that the tutor and client can arrange in the future.

13.4. If the Student is late for a Session, the Tutor may choose to but is not obligated to work beyond the scheduled end time. If the Tutor stops work at the scheduled end time, the Session will be charged at the usual price. If the Tutor agrees to work beyond the scheduled end time at the Client's request, the Tutor



may choose to charge the Client for the additional time. If a Tutor is late for a Session, then it is the duty of the Tutor to arrange to make up the lost time.

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