

Tutor Terms & Conditions

This document constitutes a binding agreement between you (**Tutor**) and Learnmate Tutoring Pty Ltd ACN 608 761 682 (**Learnmate**) (**Agreement**). By submitting a Tutor Registration Form, you acknowledge that you have been provided a copy of this Agreement and any documents, guides, codes and/or policies incorporated herein by reference and agree to be bound by the terms and conditions of this Agreement (as amended from time to time).

1. Recitals

- 1.1. Learnmate wishes to engage Tutor as an independent contractor to provide Services (as defined below) to and for the benefit of Learnmate's customers from time to time;
- 1.2. Tutor represents and warrants that they enter into this Agreement of free will and of legal capacity to so engage and that this engagement does not violate the terms of any agreement between the Tutor and any third party; and
- 1.3. In consideration of the mutual promises and undertakings set out in this Agreement, the parties agree as follows.

2. Definitions

Customer(s) means any person or persons who has or have requested Services from Learnmate.

Learnmate means Learnmate Tutoring Pty Ltd ACN 608 761 682, an online community platform business conducted at the website url <https://learnmate.com.au>, which provides lead generation services via digital technologies to tutors for them to seek, receive and fulfil requests for tutoring services in their qualified fields from Customers.

Learnmate Policies means the policies set out in Appendix A (as amended or in existence from time to time) and quality guidelines set out in Appendix B, including any amendments, additions or replacements of said policies or guidelines as notified to Tutor from time to time.

Services has the meaning given to it in Appendix A to this Agreement and must be provided in accordance with this Agreement and subject to the terms and conditions set out in Appendix A.

Tutor means the named person in a Tutor Registration Form submitted to Learnmate to become and, if approved, to be listed on Learnmate as an independent provider of Services to Customers and who acknowledges and agrees to abide by this Agreement.

Tutor Registration Form means the form located at the website url <https://learnmate.com.au/tutor-registration/> which must be completed by Tutor to register and, if approved, be listed as a tutor on Learnmate and wherein a copy of this Agreement is made available.

3. Qualification, scope of Services and minimum quantity

- 3.1. *No obligation and minimum qualification*: Tutor acknowledges and agrees that:
 - (a) Learnmate has no obligation to approve a tutor that has submitted a Tutor Registration Form to be listed on Learnmate; and

- (b) to ensure and protect the integrity of the Learnmate community platform, Learnmate requires tutors to meet certain minimum standards, requirements and qualifications from time to time (including those set out in Appendices A and B), and that should Tutor not satisfy these standards, requirements and/or qualifications, or should Tutor cease to satisfy these standards, requirements or qualifications, Tutor's application to join Learnmate may be rejected or this Agreement may be terminated by Learnmate in accordance with 5.2(b) (respectively).
- 3.2. *Services and conduct*: to provide Services to Learnmate's Customers and conduct themselves on Learnmate in accordance with this Agreement and in particular as set out Appendix A, and any such requirements or restrictions as may be lawfully imposed from time to time; and
- 3.3. *Minimum Quantity*: Learnmate does not provide any guarantee or representation as to any minimum quantity of Services available to, or generated for, Tutor. In addition, Tutor acknowledges and agrees that neither Learnmate, its affiliates or suppliers provide any guarantee as to any minimum availability or uptime of Learnmate's website and/or digital technology platform, which may be unavailable at any time and for any reason. Furthermore, Learnmate and its affiliates are not responsible for any delays, failures or other damages, liabilities or losses resulting from such occurrences.

4. Customers

Tutor acknowledges and agrees that:

- 4.1. *Relationship*: your provision of Services to a Customer creates a legal and direct relationship between you and the Customer and Learnmate is not responsible for the actions or inactions of a Customer in relation to you or vice versa;
- 4.2. *Services*: upon agreeing to provide Services to a Customer, you will provide Services in accordance and compliance with the terms set out in Appendix A and the Learnmate Policies;
- 4.3. *Commission*: the commission payable to Learnmate under this Agreement is in consideration for Learnmate generating Customer leads to Tutor to enable Customers to seek and receive Services from Tutor;
- 4.4. *Fees*: the fees charged to Customers must be charged in accordance with the terms and conditions relating to fee setting, billing, changing and determination set out in Appendix A;
- 4.5. *Bypassing*: Customers are customers of Learnmate and you will not procure, solicit, canvass, approach, infer, induce or otherwise agree to provide Services to Customers in respect of any one or more lessons outside of Learnmate's systems, including Learnmate's booking and payment systems and, to the extent lessons are provided online, Learnmate's nominated online learning platform. For the avoidance of doubt, this includes providing Services to any Customer outside of Learnmate's booking system and merchant facilities in return for cash, direct bank transfer or payment by any other means or mechanism to avoid paying Learnmate the fees due to it under this Agreement;
- 4.6. *Privacy*: you will not use any Customer contact information made available to you for any other purpose other than fulfilling, organising or providing the Services to Customer;
- 4.7. *Competition*: you will not, for a period of one (1) year after the termination of this Agreement, directly or indirectly, in any manner whatsoever, contact, procure, solicit, canvass, approach, infer or induce any of your previous or current Customers for the purpose of selling to said Customers any services which are in any way competitive with Services sold at that time by Learnmate, its affiliates, marketing partners or agents;

4.8. *Termination:*

- (a) Tutor may terminate providing Services to a Customer by providing 30 days' written notice to said Customer specifying (i) the reason Tutor proposes to terminate Services; (ii) the date Tutor intends to cease providing Services; and (iii) directing Customer to Learnmate for the purposes of engaging a replacement tutor, and must provide a copy of said notice to Learnmate by sending it to hello@learnmate.com.au; and
- (b) Customer is under no obligation to continue procuring Services from Tutor and can terminate their direct engagement with Tutor at any time.

5. Term and termination

5.1. *Term:* This Agreement shall commence on the date that Tutor completes the Tutor Registration Form and is subsequently approved by, and listed on, Learnmate as a tutor and will continue until terminated by Tutor or Learnmate in accordance with the terms of this Agreement.

5.2. *Termination:*

- (a) Tutor may terminate this Agreement on 30 days' written notice to Learnmate stipulating the date Tutor proposes to cease to provide Services;
- (b) Learnmate may terminate this Agreement for cause without notice and with immediate effect by written notice to Tutor where Learnmate, in its absolute discretion, believes, concludes, finds or suspects that Tutor has breached a material term of this Agreement, which includes (without limitation) clauses 3.1, 4.2, 4.4, 4.5, 7, 8 and 9;
- (c) Learnmate may terminate this Agreement without cause by giving 14 days prior written notice to Tutor;
- (d) On Learnmate or Tutor providing notice of termination to the other party, Tutor must provide notice to any Customer that Tutor will cease to provide Services on and from the termination date and direct Customer to Learnmate for the purposes of engaging a replacement tutor;
- (e) If this Agreement is terminated, including (but not limited to) where a breach has occurred as set out in clause 5.3, Learnmate may at its discretion withhold payment to Tutor for any amounts owed to Tutor until such time as any and all materials in possession of Tutor, which are the rightful property of Learnmate, are returned to Learnmate and/or to offset or recoup any payments owing from Tutor to Learnmate;

5.3. *Breach:* If you are found to be in breach of clause 4.5 (which relates to bypassing Learnmate's systems), on demand from Learnmate you will be immediately liable to make payment to Learnmate's nominated bank account for all revenues collected by you from Customers in breach of clause 4.5;

5.4. *Restriction:* Learnmate may restrict Tutor from accessing Learnmate, deactivate or delete your account, restrict you from communicating with Customers or take any other action reasonably required by Learnmate, without notice, in the event you breach a material term of this Agreement or no longer qualify under applicable law, this Agreement, Learnmate Policies or otherwise to provide Services to Customers;

5.5. *Survival:* The obligations of Tutor pursuant to clauses 4, 5, 6, 7, 8, 9 and 11 shall survive any termination of this Agreement.

6. Payment

Learnmate shall pay Tutor, as compensation for the Services, in accordance with the payment terms and conditions set out in Appendix A.

7. Taxes and registrations

- 7.1. Tutor agrees that Tutor is required to (a) complete all tax registration obligations as a provider of Services in Australia and to calculate and remit all tax liabilities relating to your provision of Services as required by applicable laws; (b) provide Learnmate with all relevant tax information, including a valid Australian Business Number (**ABN**) and/or any Goods and Services Tax (**GST**) registration under which you provide or intend to provide Services under;
- 7.2. Tutor acknowledges and agrees that Tutor is solely responsible for taxes payable in connection with your provision of Services, including without limitation any income tax and GST;
- 7.3. Notwithstanding the above, Learnmate may in its reasonable discretion based on applicable tax and regulatory considerations, or as required by law, collect and remit taxes resulting from your provision of Services and/or provide any of the relevant tax and other information you have provided pursuant to the above directly to the applicable governmental tax authorities on your behalf or otherwise; and
- 7.4. Unless expressly stated otherwise in this Agreement, all amounts payable or consideration to be provided under this Agreement by you to Learnmate are exclusive of GST.

8. Representations and warranties

By entering into this Agreement and for the duration that Tutor remains a tutor with Learnmate, Tutor represents and warrants that:

- 8.1. all information Tutor has provided to Learnmate, including any information to be published on Tutor's profile on Learnmate, including Tutor's employment history, education, ATAR results and subject scores, certifications, Working with Children Check, and any personal history is true, correct and complete in all respects;
- 8.2. Tutor has obtained and continues to maintain a valid and unexpired Working with Children Check;
- 8.3. if Tutor is listed on Learnmate as a teacher, has obtained and continues to maintain a valid and unexpired teaching accreditation in the area of expertise or competency specified in Tutor's profile;
- 8.4. no information provided by Tutor to Learnmate or included in Tutor's profile on Learnmate is misleading or deceptive or likely to mislead or deceive in any respect; and
- 8.5. Tutor will not accept any tutoring referral from Learnmate that would violate any conflict of interest rule or other policy of any school or other institution where Tutor teaches or works.

9. Confidential information

- 9.1. All information provided by Learnmate to Tutor or resulting from the performance of this Agreement which Learnmate designates as confidential, or which Tutor should reasonably know should be treated as confidential is deemed to be confidential, and should be treated as such;

- 9.2. Tutor 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 (unless required by law to be disclosed or subject to written approval from Learnmate to disclose). All such information shall remain the property of Learnmate; and
- 9.3. For the avoidance of doubt, confidential information includes, without limitation, Learnmate's financial information, commercial models, rates, fees and commission structure (other than to the extent it is already publicly available).

10. Relationship of parties

- 10.1. The parties acknowledge and agree that the relationship created by this Agreement is that of an independent contractor and that Learnmate shall not be deemed to direct or control Tutor generally or in your performance under this Agreement, including in connection with your provision of Services, or your acts or omissions;
- 10.2. Tutor acknowledges and agrees that nothing in this Agreement entitles Tutor to any benefits that would otherwise owe to an employee employed pursuant to an employee agreement to provide Services;
- 10.3. Unless otherwise set out in this Agreement and subject to Learnmate's Policies, Tutor retains the sole right to:
 - (a) set the hourly rate charged for tuition;
 - (b) set the hours and days worked;
 - (c) determine when and for how long to use and be listed as a Tutor on Learnmate;
 - (d) determine where or how Services are rendered to Customers (i.e. in-person or via Learnmate's nominated online learning platform); and
 - (e) accept or decline a Customer's request to provide Services and/or when to engage or cease to engage a Customer for Services.
- 10.4. Unless otherwise set out in this Agreement, nothing in this Agreement appoints or renders Tutor as an agent for Learnmate or grants Tutor the authority to make representations or agreements on behalf of Learnmate; and
- 10.5. Tutor further agrees that in the event that Learnmate suffers any loss or damage as a result of a violation of this provision, Tutor shall indemnify and hold harmless Learnmate from any such loss or damage.

11. Indemnification

Tutor shall indemnify, defend (at Learnmate's option) and hold harmless Learnmate and its affiliates, officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, taxes and entitlements arising out of or related to (a) your breach of your representations, warranties or obligations under this Agreement, or (b) any claim, suit or action made or brought by a third party (including, without limitation, Customers, regulators and government authorities) directly or indirectly related to your provision of Services or use of Services. Any liability shall be reduced proportionately if, and to the extent that, Learnmate directly caused or directly contributed to any such damage or losses.

12. Infringement

Tutor warrants that, in rendering Services to Customers, Tutor shall not knowingly infringe any copyright, trade secret or other intellectual property right of any third party, and that you shall use

best efforts to avoid any such infringement. Tutor hereby agrees to defend Learnmate (at Learnmate's option) against any claim of copyright, trade secret or other intellectual property infringement made against Learnmate on account of the Services rendered by Tutor. Tutor further agrees to indemnify and hold Learnmate harmless against any loss, damage, award or expense (including reasonable lawyers' fees) resulting from any such claim.

13. General

Entire Agreement and variations

- 13.1. This Agreement, including any guides, policies, standards or documents incorporated herein, sets out the entire agreement and understanding between the parties and supersedes any prior agreement;
- 13.2. Tutor may 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 Learnmate; and
- 13.3. Learnmate reserves the right to modify the terms and conditions of this Agreement at any time, effective upon publishing an updated version of this Agreement to Learnmate's website (publication of which shall be deemed to be notice to you) or by written notice notifying you that this Agreement has been amended. Learnmate reserves the right to modify Learnmate Policies or information referenced in any hyperlinks forming part of this Agreement at any time. You hereby acknowledge and agree that, provided that you remain a Tutor on Learnmate, you are bound by any future amendments and additions to this Agreement, any Learnmate Policy, any information referenced in hyperlinks or embedded herein, or documents incorporated herein. For the avoidance of doubt, continued use of Learnmate and provision of Services after the publication of any amended Agreement on Learnmate's website shall constitute acceptance of the amended Agreement.

Force majeure

- 13.4. 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, pandemics, 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

- 13.5. Learnmate's sole liability under this agreement is for payments due to Tutor under clause 6;
- 13.6. To the extent permitted by law, Tutor will have no claim against Learnmate for direct or indirect loss or damage incurred during the execution of Tutor's duties and, to the maximum extent permitted by law, Tutor bears all risks relating to the provision of Services, the interaction between the Tutor and Customers (including students and/or student's parents or guardians). Tutor acknowledges that Learnmate has not and does not audit or check Customer backgrounds and Tutor must exercise their own judgment and develop their own protocol in deciding whether to provide Services to a Customer referred to Tutor by Learnmate; and
- 13.7. To the extent permitted by law, no action or proceeding against Learnmate may be commenced more than two (2) years after the claim has arisen.

Requirements of law

- 13.8. Tutor shall comply, at his or her own expense, with the provisions of all applicable State and federal laws and regulations applicable to the Services; and
- 13.9. 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.

Appendix A

Subject	Term
Services	<p>Means tutoring and related services to Customer(s) that Learnmate generates leads to and that are within Tutor's field of expertise and, if applicable, geographic location (Services).</p> <p>Services may be rendered in-person in a mutually agreed location with Customer or online via Learnmate's nominated online learning platform. Services include and extend to:</p> <ul style="list-style-type: none"> • Private tutoring • Group tutoring • Coaching, teaching or mentoring • Proactive lesson preparation, including material or assessment generation related to a lesson and lesson planning • Follow-up and reporting to Customer (including the student, the student's parent(s) and/or guardian) • Planning lessons and goal setting with Customer • Other duties related to tutoring services as may reasonably be requested of Tutor • Studying, reviewing and being familiar with required tutor training material, which for the avoidance of doubt includes the relevant curriculum (and any amended curriculum from time to time)
Minimum qualification	<p>Tutors on Learnmate must meet one of the following minimum qualifications:</p> <ul style="list-style-type: none"> • Qualified teacher with an accredited teaching qualification; or • High School Graduate with an ATAR of 85.00 or higher <p>In addition, all tutors must:</p> <ul style="list-style-type: none"> • be 18+ years of age • have a valid and unexpired Working With Children Check • be able to commit at least 3 hours per week to any one Customer and willing to tutor for the entire year (unless otherwise agreed with the Customer) • have excellent communication skills and command of the English language • comply with Learnmate's Policies, including Learnmate's Reliability Policy, and be disciplined, able to work without supervision, punctual and have excellent personal presentation • be enthusiastic, engaging, personable and committed to helping Customers achieve their full potential!

	<p>Tutors must publish in their public Learnmate profile the relevant qualifications that they have and which relate to the subject or field that the Tutor provides tuition in, including where applicable, the relevant final RAW and SCALED scores that were received in a subject.</p>
<p>Fees</p>	<p>Fee setting</p> <p>Tutors in their sole discretion dictate the pre-commission fee charged for Services on Learnmate, subject to such fee being charged hourly (or pro-rata per hour) and being no less than \$30 per hour for individual Customers or in aggregate for group lessons (with the exception of any one of promotional or free lessons).</p> <p>Fees should reflect, and may differ dependent on, student age, year level and requirements, and the Tutor’s qualifications, academic track record, professional training and experience providing tutoring services.</p> <p>Fee changes</p> <p>You are not permitted to increase the price you charge for Services to any current Customer:</p> <ul style="list-style-type: none"> • unless you provide both: <ul style="list-style-type: none"> (a) 30 days written notice to Customer; and (b) provide reasonable justifications in support of the increase in price; or • if you have already increased your price for a current Customer in the current calendar year. <p>For the avoidance of doubt, this means you can only change your rate for a current Customer once every calendar year and cannot change your rate unless you can reasonably justify the increase in price (i.e. this may include but is not limited to: the level of work expectation and demand from a Customer is materially different to that originally agreed, or where you have received a competing job offer and unless you increase your rate it is no longer worthwhile tutoring and you would otherwise cease tutoring the Customer).</p> <p>Billable time</p> <p>Only time spent tutoring students (one-to-one or in a group session) or pursuant to Learnmate’s Marking Policy are billable on Learnmate.</p> <p>Collection and payment</p> <p>Upon completing and logging a lesson as having been completed on Learnmate, Learnmate will charge the Customer’s credit/debit card stored on file. Tutors are paid their proportion of lesson revenue</p>

	(being the total lesson revenue less commission payable to Learnmate and any promotional discount, if applicable) every Tuesday for lessons completed in the prior 7 calendar days. Tutors receive the benefit of Learnmate's Payment Guarantee for any lessons logged and completed on Learnmate, meaning Tutors need not worry about the risk of bad debt!	
Learnmate Policies	Code of Conduct Child Safety Policy Reliability Policy Payment Policy Cancellation Policy Privacy Policy	Current versions of Learnmate's policies are accessible at https://learnmate.com.au/terms-and-conditions-centre .

Appendix B

Quality assurance

- A. *Interview*: Learnmate may ask Tutor to interview tutors for the purposes of screening and to assess Tutor's suitability to be listed as a tutor on Learnmate at any time;
- B. *Qualification*: Learnmate will require Tutor to provide evidence of:
- i. if Tutor is a high school graduate, Tutor's academic history and more specifically, in relation to Tutor's ATAR and individual subject study scores (both raw and scaled); and
 - ii. if Tutor is a teacher, Tutor's relevant teach qualification,
- to verify that Tutor satisfies Learnmate's minimum qualifications to be a tutor on Learnmate;
- C. *Compliance*: Learnmate will require Tutor to provide the serial number for a valid and unexpired Working With Children Check in their relevant State or Territory and should Tutor's Working With Children Check expire or otherwise be revoked or terminated by the relevant State or Territory Government authority, Tutor must immediately cease providing Services to Customers;
- D. *Child safety and conduct*: As the Services provided by Tutor relates to the provision of tutoring to children and young people, it is critical that Tutor reads, comprehends and at all times complies with both Learnmate's [Code of Conduct](#) and [Child Safety Policy](#) and is aware of and compliant with any State and federal laws in the provision of Services;
- E. *Standard of Services*: During the term of this Agreement, Tutor shall:
- i. ensure that Tutor provides Services to Customers to the best of their ability, with pride and with the Customer's desired outcome, ambition and goals in mind, in accordance with the Customer's reasonable instructions and requirements and ensure the Service being provided has been prepared, planned, tailored and rendered accordingly;
 - ii. ensure that Tutor prepares appropriately for all tutoring sessions and acquire or prepare any reasonably necessary materials to provide said Services; and
 - iii. conduct themselves in accordance with the highest professional standards with students, their parents and other interested parties and at all times in compliance with Learnmate's Policies;
- F. *Payment*: Tutors must never collect, solicit, procure, entice or induce Customers to pay Tutor directly by cash or bank transfer, or any other payment method. All lessons must be logged and marked as completed on Learnmate;
- G. *Overtime fees*: Tutors should not bill a Customer for additional tutoring fees arising out of a scheduled lesson going overtime without the prior approval of the Customer (or if the Customer is a student, the student's parents or guardian);
- H. *Communication*: To maximise the Customer experience on Learnmate, Learnmate Tutors are expected to:
- i. respond as soon as practicable to a request for Services from a Customer;

- ii. if Tutor accepts a request for Services, call or contact Customer on their nominated contact information no later than 48 hours after receiving the request for Services to schedule a lesson;
 - iii. if Tutor needs to cancel or reschedule a session, do so within the time specified in Learnmate's [Cancellation Policy](#) but otherwise as soon as reasonably practicable;
 - iv. if Tutor is likely to require a temporary unavailability, contact Learnmate as soon as reasonably practicable to organise a substitution or replacement Tutor for the duration of such unavailability;
 - v. maintain reasonably constant communication with Customer (or if Customer is a student, with the student's parents or guardian) no less than once a month (or as frequent as Customer requests) with progress reports on Customer;
- I. *Lesson cancellation:* Customers are required to notify Tutor at least 24 hours in advance of any lesson that the lesson is being cancelled, failing which Tutor may charge the agreed fee for that lesson. Learnmate encourages Tutors to be deliberative and considerate in these circumstances and be mindful of maintaining the ongoing relationship with Customer before charging the agreed lesson fee.