

HomeTeacher

Independent Contractor Agreement: The Smith Family

1. In this agreement “**HomeTeacher**” is Class Cover Pty Ltd and “**Tutor**” is a person who applies to become a tutor on the HomeTeacher platform or who provides Services on the HomeTeacher platform.
2. HomeTeacher engages the Tutor as an independent contractor to perform online learning engagements to clients of the Smith Family (**Services**).
3. The Tutor will provide the Services for a period of 22 weeks, beginning on 9th November, 2020 and ending on 9th April 2021 (**Term**). There will be a two-week break over the Christmas/New Year period.
4. During this time the Tutor will provide three one-hour tutoring sessions per week to each child.
5. HomeTeacher will pay the Tutor \$45 per one-hour tutoring session (**Fee**). No sessions will be conducted from Monday 21st December, 2020 until Monday 4th January, 2021.
6. The Tutor has the option to attend a fortnightly, online forum in order to discuss the sessions and allow tutors to share knowledge. This will be in addition to scheduled, online, Q+A sessions and a staff WhatsApp group.
7. The Tutor must join and actively use the HomeTeacher staff room WhatsApp group.
8. The Tutor must have their own ABN and pay all applicable taxes, including GST if applicable and PAYG.
9. All amounts payable under this agreement include GST, if applicable.
10. The Tutor must use their own equipment and facilities to perform the Services (including their own computer and internet connection) and will be responsible for all expenses incurred in providing the Services.
11. The Tutor must have all qualifications and accreditations (including a current Working with Children Check) necessary to perform the Services.
12. The Tutor must perform the Services personally.
13. The Tutor must carry out the Services in a conscientious, professional and competent manner.
14. The Tutor may provide services to other people during the term of this agreement, provided there is no conflict with the provision of the Services to HomeTeacher.
15. The Tutor will be an independent contractor and not an employee. The Tutor will not bring any claim against HomeTeacher based on an assertion that the Tutor is an employee of HomeTeacher.
16. The Tutor indemnifies HomeTeacher against all claims, damages, costs and liabilities that arise: (a) as a consequence of the Tutor providing the Services; (b) from a breach of this agreement by the Tutor; or (c) as a result of the Tutor being deemed to be an employee of HomeTeacher.
17. The Tutor must not use or disclose any confidential information they receive as a result of providing the Services, other than to properly perform the Services or as required by law. This applies both during and after the Term.
18. During the Term and for six months after the Term, the Tutor will not have any direct contact with the Smith Family or any child they provide Services to, unless HomeTeacher has provided its express written consent.
19. This agreement may be terminated by either party giving the other 14 day’s written notice.

20. HomeTeacher may terminate this agreement without notice if the Tutor engages in misconduct, breaches this agreement or if the Smith Family requests that the Tutor no longer provide the Services. HomeTeacher can also stop providing engagements to the Tutor at any time and for any reason.
21. This agreement is the entire agreement between the parties about its subject matter and no party has relied on any representations other than what is in this contract. It may only be varied by agreement in writing signed by each party.
22. This agreement will be governed by the laws of New South Wales.
23. The tutor agrees to adhere to the Class Cover Child Protection Policy at all times. Any breach of this policy will result in instant termination of the contract and subsequent payments. Any such instance will be reported to the relevant state authorities.

By typing your full name in the box below, you accept the terms of engagement that this contract sets out.

Name:	Date
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