

INDEPENDENT CONTRACTOR AGREEMENT

ENTERED INTO BY AND BETWEEN:

Lincoln Matthews trading as **Boost Learning Academy** (Hereinafter referred to as "the Company" or "the Client")

AND

(Hereinafter referred to as "the Contractor" or "the Tutor")

Identity Number: _____

1. APPOINTMENT AND STATUS

- 1.1. The Company hereby engages the Tutor as an Independent Contractor to provide academic tutoring services.
- 1.2. The Tutor explicitly acknowledges that this agreement does not create an employer-employee relationship, partnership, or joint venture.
- 1.3. As an independent contractor, the Tutor is not entitled to paid leave, sick leave, medical aid, UIF contributions, or any other benefits typically associated with employment.
- 1.4. The Tutor is solely responsible for their own tax affairs and declaring income to SARS.

2. DURATION

- 2.1. This Agreement shall commence on _____ and shall continue on a month-to-month basis.
- 2.2. Either party may terminate this agreement by giving 30 days written notice to the other party.
- 2.3. The Company reserves the right to terminate this agreement immediately in the event of misconduct, negligence, fraud, or material breach of this contract by the Tutor.

3. DUTIES AND SERVICES

The Tutor agrees to:

- 3.1. Conduct academic tutoring sessions in the subjects and grades agreed upon.
- 3.2. Deliver lessons according to the specific "Lane" assigned (Access Lane or Premium Lane) and adhere to the methodologies required for that Lane.
- 3.3. Prepare lessons thoroughly, utilizing Boost Learning Academy resources and curriculum alignment (CAPS, IEB, IGCSE).
- 3.4. Maintain a professional standard of conduct, punctuality, and dress during all sessions.
- 3.5. Submit brief progress reports or feedback regarding students as reasonably requested by the Company.

4. FEES AND PAYMENT

- 4.1. The Tutor shall be paid an hourly rate based on the "Lane" in which the tutoring takes place, as defined in Annexure A.
- 4.2. Payment is calculated based on sessions actually completed.
- 4.3. Invoicing: The Tutor must submit a timesheet or invoice by the last day of each month.
- 4.4. Payment Date: The Company shall pay the Tutor via EFT on or before the 7th day of the following month.

5. NON-SOLICITATION OF CLIENTS (PROTECTION OF BUSINESS)

- 5.1. The Tutor acknowledges that the students and parents are clients of Boost Learning Academy, not the Tutor personally.
- 5.2. The Tutor agrees NOT to:

- a) Solicit, approach, or offer private tutoring services directly to any Boost Learning Academy student, parent, or guardian, bypassing the Company.
 - b) Accept direct payment from any client of the Company.
- 5.3. This restriction applies during the term of this agreement and for a period of 12 months following the termination of this agreement.
- 5.4. Breach of this clause will result in immediate termination and legal action for damages.

6. CONFIDENTIALITY AND NON-DISCLOSURE

- 6.1. Student Data: The Tutor agrees to keep all student and parent information (names, grades, phone numbers) strictly confidential in compliance with the POPI Act.
- 6.2. Commercial Secrecy: The Tutor agrees that the terms of this Agreement, specifically including the hourly rates and compensation structure, are confidential commercial information.
- 6.3. The Tutor is strictly prohibited from discussing their remuneration rates or financial arrangements with other Tutors contracted by the Company. Breach of this clause constitutes a material breach of contract.

7. INTELLECTUAL PROPERTY

- 7.1. Any lesson plans, worksheets, videos, or educational materials provided by the Company remain the sole property of Boost Learning Academy.
- 7.2. Any materials created by the Tutor specifically for Boost Learning Academy sessions (and for which the Tutor is compensated) shall become the property of the Company.

8. INDEMNITY & WARRANTIES

- 8.1. The Tutor indemnifies the Company against any claims, losses, or damages arising from the Tutor’s negligence, misconduct, or failure to perform the services.
- 8.2. The Tutor warrants that they have no criminal record, specifically regarding the Sexual Offenders Register, and possesses the necessary academic qualifications to tutor the assigned subjects.

ANNEXURE A: COMPENSATION & ATTENDANCE POLICY

Tutor Name: _____ **Date:** _____

1. AGREED RATES The Tutor shall be remunerated for services rendered in accordance with the specific rates set out below. These rates are confidential and applicable to this Tutor only, based on their specific qualifications, experience, and the "Lane" allocated to them.

Service Description / Allocation	Agreed Hourly Rate
<i>Access Lane (Group Lessons)</i>	R _____
<i>Premium Lane (1-on-1 Lessons)</i>	R _____
<i>Admin and/or Marking</i>	R _____

2. CLIENT CANCELLATIONS & RESCHEDULING

2.1. Notice Deadline (The "08:00 AM Rule")

The daily cut-off time for all client schedule changes is 08:00 AM on the day of the scheduled session.

2.2. Advance Notice

Any cancellation or reschedule request received before 08:00 AM on the day of the session carries no penalty. The session is rescheduled, and the Tutor is paid only when the session actually takes place.

2.3. Late Rescheduling & Cancellation

Any request to cancel or reschedule a session received after 08:00 AM on the day of the session is deemed a "Late Cancellation."

- **Tutor Compensation:** The Tutor shall receive a **Standby Fee equivalent to 50% of their standard hourly rate** for that session.

3. TUTOR ATTENDANCE & PENALTIES

3.1. Tutor-Initiated Cancellations

- **Protocol:** In the event of illness or emergency, the Tutor must notify **both** the Company and the Client by **08:00 AM**.
- **Obligation:** The Tutor is responsible for offering the client **at least two (2) alternative time slots** to reschedule the lesson within 7 days.

3.2. Late Arrival Policy

- **Communication:** If a Tutor anticipates arriving late, they must communicate this to the Client immediately.
- **Payment:** The Tutor **will be paid their hourly rate** for the remainder of the session that has been conducted and
- **Make-Up Time:** The Tutor is expected to extend the session by the equivalent amount of lost time at no extra cost.
- **Discipline:** Consistent tardiness (more than 3 incidents in a rolling 2-month period) constitutes a breach of performance standards.

3.3. Tutor "No-Show" Financial Penalty

- **Definition:** A "No-Show" occurs when the Tutor fails to attend a scheduled session entirely without prior notice.
- **Non-Payment:** The Tutor will not be remunerated for the session not worked.
- **The Penalty Deduction:** In addition to non-payment, a **penalty fee equivalent to 100% of the Tutor's Standard Hourly Rate** will be **deducted from the Tutor's accumulated monthly earnings** to compensate the Company for the refund/credit owed to the Client.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2026.

_____ **Lincoln Matthews** (For Boost Learning Academy)

_____ **The Tutor** (Who warrants that they have read and understood the terms above)