

KEY POINTS IN HUBTUT SERVICE AGREEMENT

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GENERAL:

- The Tutor undertakes to do all preparation prior to lessons and to structure lessons in such a way as to optimize time to the benefit of the student.
- The Tutor shall keep confidential all information of the student and shall contact other parties involved in the education of the student only if given written permission by the student to do so.
- The Tutor shall not assign any of his/her duties or obligations under this tutoring contract to a third party without the written permission of the student.
- The Tutor makes no promises or warranties with regards to a student's performance as a result of any tutoring provided.

TERMINATION:

- This tutoring contract may be terminated by either party at any time by giving the other party seven days prior written notice.
- The Company, without prejudice to any remedy which it may have against the Tutor for the breach or non-performance of any of the provisions of this Contract, may terminate forthwith this Contract
- If the behaviour of the Tutor can be reasonably be regarded as materially prejudicial to the interests of the Company or which brings the Tutor or the company into disrepute; If the Tutor becomes insolvent; If the Tutor is in material breach of this contract; If a Client is materially dissatisfied with the services provided and investigation made by the Company prove this to be true; or If commission, timesheets, hours, or clients are not fully declared or falsified in any way In the event that the Company terminates this Contract the Tutor or its representatives or executors whomsoever will not be entitled to receive any sums from the Company.

STATUS OF THE TUTOR:

- It is expressly understood that the student retains the services of the Tutor as an independent contractor and not as an employee. The Tutor shall be responsible for his/her insurance and for all statutory declarations and contributions with regard to income tax.

RELAXATION OF TERMS:

- No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any of the terms.

PURPOSE OF THE AGREEMENT 1:

- This agreement serves as a contract between HubTut and the Tutor for the placement services rendered by HubTut to the tutor.
- HubTut undertakes to use its skills and knowledge to seek out a suitable Tutor for the students

- Should the student seek to employ the Tutor, HubTut will facilitate agreement on the Terms and Conditions of Engagement.

CLIENT'S OBLIGATIONS:

- The Client undertakes to give to HubTut all necessary and requested information, in full, as to the nature of the work concerned, the required qualifications and experience required of the Tutor, as well as any other information requested in order to fulfil Hubtut's obligations to its clients
- Contract of Employment 1. As the tutor is not employed by the student, there is no contract of employment.
- The tutor will provide tutoring services to the student as long as the student requires the tutors services or alternatively as long as the tutor is able.

SERVICE FEE:

- HubTut Fee - the tutor is liable to pay a 20% commission fee, as is reflected in the terms of engagement whereas the student is liable for 10% service fee.

CONFIDENTIALITY AND RESTRICTIONS:

- The Tutor hereby undertakes to the Company that He / She will keep with complete secrecy all confidential information and shall not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly, to the Company or may be likely to do so.
- He / She will use her best endeavours to prevent the publication or disclosure of any confidential information and He / She shall do nothing to harm the goodwill of the Company.
- The restrictions in this clause shall extend to any and all information of a confidential or proprietary nature belonging to any third party which is in the custody or control of the Company or its customers and which have been disclosed by such third party to the Company or such customers (as the case may be) under obligation of confidence.
- The restrictions above shall continue without time limit but shall cease to apply to information which comes into the public domain otherwise than through breach of the provisions of this Contract by the Tutor.

REFUND POLICY:

- A refund will be given to any student whose assignment would have been deemed failed or did not pass par excellence.
- The refund is given within 5 to 10 working days which will include an investigation to determine if the assignment surely failed.
- If the payment of the assignment was via wallet payment the refund will be done to the wallet and if the assignment was paid via the PayNow it will be refunded to the bank account directly.
- The assignment amount is the amount that will be refunded excluding the bank charges incurred in transacting for regulatory reasons and also since both parties the Company and the student would have both incurred the cost.
- After a successful refund a Proof Of payment will be send to the student for verification purposes.

MATERIAL UPLOADS:

- By uploading learning material on HubTut the Tutor agrees to give full rights of re-use to HubTut and they can reuse the material to any third party or for commercial use in the future like re-selling or redistributing.
- Any assignment solution that is uploaded on HubTut becomes property of HubTut and can be reused , re-sold to any third party by HubTut.
- If your material is on HubTut and you didn't upload it then you can write to support@hubtut.com and file your complaint with our legal team and we will get back to you as soon as possible.
- HubTut is not liable to any copyright infringement that is done by other tutors uploading copyrighted material to our platform.

AGREEMENT:

- By signing up on HubTut and creating an account you agree to these terms of use and privacy policy.

