**Terms & Conditions**

The Terms and Conditions set forth shall be legally binding between the tutor and Kingsdale Education according to Singapore laws. Tutors who sign up with Kingsdale Education hereby agree to our standard Terms and Conditions. Submission of the registration form would mean that you have read and understood the Terms and Conditions, which is legally binding on you, and the Terms and Conditions set forth shall be the basis of any subsequent legal action between the tutor and Kingsdale Education.

**Eligibility Criteria**

Prior to application for any tuition assignments with Kingsdale Education, you are to

ensure that:

a) You are a Singapore Citizen/Singapore permanent resident or a Valid Employment Pass holder. Student Pass holders are not accepted.

b) You have the following qualifications:

Minimum Academic Criteria

i) Pass in ‘O’ Levels with at least 5 credits; and

ii) Passes in at least 2 ‘A’ Levels subjects or Polytechnic Diploma or its equivalent

c) You are able to commit fully to the assignment based on the requirements you have stated. You are fully responsible in ensuring that your personal commitments do not affect your tuition assignment before you decide to take on a tuition assignment. An administrative fee of 50% of the first month’s tuition fee will be imposed on you in the event that you are unable to commit to the assignment due to any reason after Kingsdale Education has made arrangements with the parent/student for you to teach.

d) The tuition venue is convenient for you. You are required to check the location in the street directory once you have been given the full address and ensure that you are able to get to the venue by whichever transport mode you choose. Kingsdale Education will not be responsible to you for your inability to locate the venue.

e) You are satisfied with the offered tuition rate before you take on the assignment. You do not negotiate the tuition rate with the client or Kingsdale Education once you have accepted a tuition assignment. In the event that you are terminated by the client due to you negotiating the tuition rate, your account with Kingsdale Education will be suspended and an administrative charge of 50% of the first month tuition fee will be

imposed on you.

f) You are experienced with the subject(s) and competent to teach what you have chosen. An administrative charge of 50% of the first month tuition fee will be imposed on you in the event that the tuition assignment is terminated by the client because you are unsure of syllabus, teaching the wrong concepts or providing the wrong answer(s) to the student. Your student is free to pose any questions relating to any of the topics within the scope of the syllabus for the subject(s) assigned to you. Please ensure that you are familiar with the current syllabus prior to applying for tuition assignment(s). It is very common for clients to terminate tuition assignments if the tutor is shown to be incompetent in answering questions or solving problems on the spot.

g) You are unbiased against students of whatever race, gender, nationality and/ or religion.

h) You are prepared to show your NRIC and all necessary documents/ credentials to prove your academic qualifications and identity on your first lesson. Both the client and Kingsdale Education reserve the right to verify your NRIC, residential address and educational certificates at any time before or during the assignment.

**Registration Information**

Tutors have to ensure accurate and up-to-date account information is provided on registration and prior to the start of the assignment, and be truthful about all information which you provide to Kingsdale Education as your customer may lodge a

complaint in the event of a discrepancy in your profile.

Prior to the commencement of your tuition assignment(s), you are required to provide us with your real residential address (the one that you are permanent residing), mobile phone number that you are using daily and home telephone number (or the contact number of your next-of-kin if you do not have a home telephone number).

Kingsdale Education reserves the right to keep all information provided/ communicated by you in our online or offline database even after you have signed

out or have been dropped out of our service.

**Punctuality**

Tutors are required to be punctual for all lessons and be properly attired for the lesson (i.e. smart casual at least). In the event that you are going to be late for your lesson, please be professional and politely inform your student/parent about it at least one hour in advance. You are to teach the student for the same duration even if you start late for that lesson. For example, if the arranged tuition timing is at 12.00pm to 1.30pm for that lesson and you arrive at 12.30pm for that lesson, you are to conduct the class up till 2.00pm to fulfil your 1.5-hour teaching responsibility (unless the student or parent decides to release you earlier without affecting the tuition rate). Regardless of whatever reason you may have, it is important for you to note that the student has the right to terminate your service if you have been late for 3 consecutive lessons. Likewise, do not prolong your allocated tuition time as the client is not obliged to pay for any extra minutes/hours that have not been arranged beforehand.

**Integrity**

Kingsdale Education possesses the legal right over these tuition assignments. The tutor is not supposed to contact the parent/student to cheat or deprive Kingsdale Education of our legal amount of commission fee in any way. If the tutor is ever caught conspiring with the client to cheat on us, he/she is liable to pay the full commission fee of 50% of the first month tuition fee with immediate effect. Failure to pay the commission will result in legal action against the tutor and he/she shall indemnify Kingsdale Education against all legal costs and inconvenience in recovering our rightful commission. Other tuition agencies will also be informed about the misconduct and dishonesty of the tutor and the tutor’s name may be publicised for by Kingsdale Education in whatever form of media for this purpose.

**Confidentiality**

Please note that we do not reveal the contact numbers of the students to our tutors prior to the first lesson. Tutors are supposed to exchange contact numbers with their

students on the first lesson.

**Commission Payment**

With every successful assignment, the parent/student will pay us the commission fee of 50% of the first month’s tuition fee, and pay you the remaining 50% of the first month’s tuition fee after the first one month of tutoring.

After the first month, you will subsequently be paid the full month's tuition fee directly from the client in whatever manner you arrange with the client. Take note that the client is not reliable for your transportation cost.

Lesson(s) postponed during the course of tuition will not affect our commission fee. For instance, in a month of 8 lessons, if 1 lesson was cancelled due to any reason, commission fee will not be prorated and will still be based on 8 lessons instead of 7 lessons. If the assignment is arranged to start in the middle of the month (for example on 15 April), the tuition assignment for the first month will be deemed as running from the 15 April till 15 May the following month for the purposes of

commission payment.

Once the invoice has been sent to the client, and payment has been settled, any dispute over the initially spoken commission fee will not be entertained. Our commission fee will not be affected by the negotiation of tuition rate, tuition duration or lesson frequency discussed between you and the client. In any case when you are liable for payment, you must settle it as promptly as possible. Any delay in payment, after 5 days, will result in an extra $5 per week of delay. You account with Kingsdale Education will be suspended.

Kingsdale Education possesses the legal right over these tuition assignments and in the event that Kingsdale Education fails to collect commission fee from the client due to payment default, the tutor should cease providing tuition service to that client with immediate effect. The next course of action is for both Kingsdale Education and the tutor to collect any outstanding amount from that client and the amount will be shared equally between Kingsdale Education and the tutor. Take note that such dishonest customers who have no integrity are a nuisance to the tuition industry and such customers will, in turn, not hesitate to cheat or act unreasonably towards the

tutor when the need arises.

\*It is reminded that any attempt to cheat or deprive Kingsdale Education of its legal amount of commission fee will result in full legal action being taken. This is our

commission fee and is therefore non-negotiable.

**Relationship Between Kingsdale Education and The Tutor**

By registering with Kingsdale Education to be a tutor, it will not create any partnership, joint venture, franchise, sales representation, or employment relationship between Kingsdale Education and you. You will have no authority to make or accept any offer or make representations on behalf of Kingsdale Education.
You are strictly to adhere to the terms of the agency agreement between Kingsdale Education and the customer. Kingsdale Education has the legal right to select suitable tutors/ candidates for tuition assignments at its own discretion and we are not obliged to answer any queries pertaining to our tutor selection process.

**Lesson Delay**

a) If the first month of tuition has not been fulfilled, the tutor is not allowed to get another person as replacement. However, please inform the parent/student if you are unable to make it, and offer a replacement lesson within the next 7 days.

b) The customer has the right to terminate a tuition assignment with the tutor if the tutor is unable to attend a lesson for two consecutive weeks. It is your responsibility to ensure that your other daily commitments do not clash with the day and time of the tuition assignment which you have agreed to undertake.

c) In the event that you are sick and unable to turn up for your first lesson, do produce a medical certificate in order to develop trust between you and your customer. Note that your first lesson is when the parent/student judges you the most as first impression is important. If you are not seriously ill and does not have any contagious illness, you are strongly advised to show up for your first lesson. Very often, your long-term relationship with the customer depends on the first impression which you make. Kingsdale Education only accepts an official medical certificate or other official proof as a valid excuse for postponing lessons.
Your customer has the right to ask for a medical certificate from you in the event that you are unable to turn up for subsequent lesson due to sickness.

d) If you are unable to conduct your lesson due to a sudden need to travel overseas, you must inform your customer in advance. Your customer or Kingsdale Education may request to check your passport if he/ she does not believe your story. There is no reason for anyone to believe whatever you say unless your explanation is backed

by strong evidence.

**Scope of Lesson**

You are supposed to teach your student according to the level and subject as stated in the confirmation SMS and/or email, nothing more and nothing less. An administrative charge of 50% of the first month’s tuition fee will be imposed on you in the event that the tuition assignment is terminated by the client because you have not taught your student according to the level and subject as stated in the confirmation SMS/email.

**Termination/Cancellation of Assignment**

a) In the event that you are unable to attend the tuition, prior notice of more than 24 hours before the lesson time must be given to the student as well as to Kingsdale Education. This is only applicable for the first month of tuition as after which, any dealings would be solely between the student and you.

Kingsdale Education has the legal right over tuition assignments assigned to the tutor. Once a tutor has successfully solicited for an assignment from Kingsdale Education via telephone, email or SMS, the tutor will have to bear the full responsibility in the event that a frustration occurs (eg: attending a funeral, falling ill, having a family problem, being hospitalised, working overtime, attending new courses, heavy school workload, etc).

If you fail to give prior notice of more than 24 hours before the lesson time and/ or provide valid document(s) (eg: medical certificate) for your cancellation, your account with Kingsdale Education will be suspended and an administrative charge of 50% of the first month tuition fee will be imposed on you.

b) The minimum commitment period is 1 month. In the event where you terminate an assignment within the first month, Kingsdale Education will recover its commission

fee of 50% of the first month’s tuition fee from you.

c) You bear the full responsibility of ensuring that your personal schedule does not affect the original tuition time during the minimum commitment period of 1 month. In the event that the tuition assignment is terminated by the client during the first 1 month because you are unable to commit to the original tuition time, Kingsdale Education will recover its commission fee of 50% of the first month’s tuition fee from you.

d) If the first month of tuition has not been fulfilled, the tutor is not allowed to get another person to replace him/ her on his/her own and Kingsdale Education is not obliged to find a replacement for that tutor.

e) In the event that your tuition assignment is terminated by the parent/student during the first two weeks of lessons, you will not receive any pay. The amount of commission fee will not be affected by assignment termination or lesson

postponement/ cancellation due to any reason.

f) In the event that your tuition assignment is terminated by the student because you are unsure of how to teach and/or have given the wrong answers to your student, Kingsdale Education will recover its commission fee of 50% of the first month’s tuition

fee from you.

g) If the customer cancels the assignment before 4 weeks of lessons are completed, and contacts you personally, you are still liable for the original commission fee of 50% of the tuition fee for a total of 4 weeks. When such situation occurs, you are obligated to let Kingsdale Education know immediately. Any attempt to withhold such information from us is considered cheating. The amount of commission fee will not be affected by assignment termination or lesson postponement/ cancellation due to any reason.

h) In the event that you have been terminated by your client, never argue with your student, your student's parents or Kingsdale Education. You have already been given the opportunity to perform and your client possesses the legal right to terminate your tuition service at any time at his/ her own discretion if you are shown not to be competent and/or have acted unprofessionally at any time. Kingsdale Education will not implicate itself in this situation and will not ask for further explanation from the client.

**Assurance**

The tutor is responsible for confirming with the parent/student regarding the timing of the lesson on the day itself. Take note that the client may be absent-minded about the tuition time so it is best to exchange contact number with the student and call him/ her a few hours before travelling down for the lesson. You are to ensure that your mobile phone has sufficient battery life, keep it on at all times and check your mobile phone for SMS or missed calls regarding lesson postponement/ cancellation/ termination. Kingsdale Education will not be responsible in the event that your student is not around when you arrive at the student's home. Calls pertaining to this

issue will not be entertained.

Tutor must create a time-sheet for the student to sign on every lesson in order to have a record of the number of completed tuition hours. In the event that you are shortchanged by the client after Kingsdale Education has received its commission fee, Kingsdale Education will not act as a debt collector to settle your dispute.

**Tutor's Conduct**

The tutor is expected to be a matured adult who is able to conduct himself/herself professionally, well-mannered and competent in his/her work. The tutor should not have bad habit like being consistently late for lessons, having improper dressing, demonstrating poor commitment, or being inattentive (eg: using handphone, reading personal materials) during lesson.

Once you have applied for tuition assignment, you are expected to follow the rules and build your reputation in this industry. If you have been identified as a trouble maker, our agency will not hesitate to deal with you fully and this will put your personal reputation at stake.

The tutor is expected to be polite to our coordinators as we do not tolerate rudeness. Be steadfast in answering coordinators' questions and provide your available time slots accurately during the first call to avoid any unnecessary inconvenience. After a tutor has verbally agreed to take up a tuition assignment, exchange of SMS/email confirmation with our coordinator should be prompt and responsive. If our coordinator does not receive prompt replies from the tutor, Kingsdale Education will move on to engage another suitable tutor for that assignment. We exercise our right to replace a tutor prior to the first lesson at our own discretion.

**Disputes**

Kingsdale Education will not entertain disputes between its tutors and coordinators. Tutors are expected maintain a professional working attitude with everyone they deal with as they are in the service industry.

Kingsdale Education will not act as an arbitrator or mediator for any conflicts/ disagreements with regard to debts that may arise between the tutor and the client. Kingsdale Education will not be responsible in the event that you experience any difficulty in dealing with the customer. Kingsdale Education does not provide warranty/guarantee that your relationship with the client will be smooth as human relationships are unpredictable. Calls pertaining to this issue will not be entertained.

Tutor should never punish the students physically, impose corporal punishment, threaten or scold the student in any way. Kingsdale Education does not approve such unprofessional behaviour and will not hesitant to report the matters to the police and the appropriate authorities. Kingsdale Education will not be implicated in the event that the student/parent chooses to press civil/criminal proceedings against the tutor for any form of criminal or civil misconduct coming from the tutor.