

ReadyTeacher

READY TEACHER PTY LTD ABN 21 168 539 017

EDUCATOR AGREEMENT

INTRODUCTION

ReadyTeacher provides the ReadyTeacher digital platform that connects CRICOS registered teaching and training organisations with relief and contract trainers or teachers.

1 AGREEMENT

- 1.1 The Educator agrees that ReadyTeacher may propose Placements for the Educator at Colleges.
- 1.2 Where the Educator accepts Placement, the Educator agrees that:
 - (a) ReadyTeacher shall charge the College the Educator Rate and Superannuation on behalf of the Educator; and
 - (b) The Educator will pay to ReadyTeacher (by way of deduction by ReadyTeacher) the Placement Fee.
- 1.3 The Educator must provide ReadyTeacher with its own ABN in order to receive payments from ReadyTeacher.
- 1.4 As a material condition of this Agreement, the Educator warrants that:
 - (a) All information it submits to ReadyTeacher, or a College, is true and accurate to the best of the Educator's knowledge, including with regard to the Educator's experience and work history;
 - (b) It holds all current qualifications and licences it represents as holding; and
 - (c) It will only accept Placements for which it is suitably qualified and experienced.

2 RELATIONSHIP

- 2.1 The Educator agrees and acknowledges that:
 - (a) The Educator is not an employee or subcontractor of ReadyTeacher, and the Educator does not provide any services to Colleges on behalf of ReadyTeacher;
 - (b) ReadyTeacher is only the Educator's agent for the purpose of arranging Placements and receiving payments from the College;
 - (c) The Educator is not an employee of the College; and
 - (d) ReadyTeacher is not an agent of the College.
- 2.2 The Educator agrees that it is solely responsible for the provision of its services to the College.

3 MAKING PLACEMENTS

- 3.1 ReadyTeacher will create a Profile, based on their qualifications and experience, from which ReadyTeacher may propose Placements with Colleges on the Educator's behalf.

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- 3.2 The Educator should ensure that it keeps its availability for Placements up to date and accurate on the Platform.
- 3.3 The Educator must notify ReadyTeacher that it either accepts or declines a Placement Request as soon as possible.
- 3.4 ReadyTeacher cannot guarantee that a Placement Request will remain available for acceptance by an Educator for any given period.
- 3.5 The Educator must attend the Placement once ReadyTeacher has notified the Educator that the Placement is confirmed.
- 3.6 The Educator must provide the services in a professional manner and to the standard expected by the College.
- 3.7 The Educator must comply with any dress and conduct code required by the College.
- 3.8 The Educator shall arrive no later than 20 minutes prior to the scheduled start time for the Placement each day in order to prepare for the classes and courses that the Educator is to teach or conduct. This 20-minute period shall be unpaid, unless agreed otherwise.
- 3.9 The Educator acknowledges that the College (and not ReadyTeacher) is responsible for ensuring:
 - (a) That each Location is safe and sanitary, and suitable for the Educator to attend and provide the services for the duration of the Placement.
 - (b) The safety or wellbeing of an Educator is not threatened at any during a Placement.
- 3.10 In order to cancel a Placement, the Educator must notify ReadyTeacher no less than one Business Day prior to the time the next time the Educator is scheduled to next attend the Placement.
- 3.11 ReadyTeacher may notify the Educator that it is no longer required to attend a Placement at any time, which may be effective immediately.
- 3.12 ReadyTeacher makes no representation that a Placement will continue for a particular duration. However, in the event that an Extended Placement is cancelled early, ReadyTeacher may provide the Educator with an early cancellation payment if such a payment is collected from the College.
- 3.13 ReadyTeacher is under no obligation to ensure that an Educator receives a Placement, and makes no warranty or representation that:
 - (a) The Educator will receive a Placement; or
 - (b) That a Placement will last for a particular duration.
- 3.14 ReadyTeacher accepts no responsibility for any Placement that is cancelled.
- 3.15 In no event may an Educator sub-contract a Placement to a third-party.

4 EXCLUSIVITY AND ONGOING PLACEMENTS

- 4.1 When introduced to a College by ReadyTeacher, an Educator shall not contract to provide services to that individual College exclusive of ReadyTeacher within 12 months of the last day that the Educator attended a Placement at the relevant College, without first obtaining a release from this Agreement by ReadyTeacher for an Ongoing Placement.
- 4.2 Until an Ongoing Placement is granted, the Educator shall continue to provide any services to the College on the usual terms for that Placement.

5 MATERIALS AND COMMUNICATION

- 5.1 ReadyTeacher will provide the Educator with Materials provided to ReadyTeacher by the College at or prior to the commencement of the Placement.
- 5.2 In the event of an Emergency Placement it may not be possible to provide Materials prior to commencement of the Placement.
- 5.3 Once a Placement has commenced the Educator may communicate with the relevant College in order to arrange the College providing the Educator with Materials.

6 FEES AND PAYMENTS

6.1 Timesheets and Educator Invoices

- (a) The Educator must accurately record the time that it provides services relative to a Placement on a Timesheet, or Educator Invoice.
- (b) An Educator Invoice must include details of:
- i The Educator's ABN:
 - ii Fees calculated at The Educator's Rate for the period of the Placement covered by the Educator's Invoice, less 10% commission plus 9.5% superannuation

6.2 Payments

- (a) The Educator agrees and authorises ReadyTeacher to receive on its behalf the Educator Rate, plus superannuation, for all of the Educator's Placements,
- (b) All Payments for a Placement must be made via ReadyTeacher. The Educator warrants that it will not accept direct payment from the College without the written consent of ReadyTeacher (such consent will not be unreasonably withheld).
- (c) ReadyTeacher may provide an Educator with an applicable early cancellation fee if ReadyTeacher receives such a payment from a College.
- (d) ReadyTeacher shall take the Commission (Placement Fee) from payments prior to forwarding the balance of the payment to the Educator.

- (e) ReadyTeacher is under no obligation to pay the Educator any amount prior to funds being received from a College. ReadyTeacher may pay the Educator an advance in exceptional circumstances, in ReadyTeacher's sole discretion.
- (f) ReadyTeacher will pay the balance of any Placement payment to the Educator on the earlier of 1 Business Day of receiving payment from the College provided that the Educator has:
 - i Completed a Timesheet containing sufficient and accurate information; or
 - ii Provided a valid Educator's invoice containing sufficient and accurate information.
- (g) ReadyTeacher will deposit any superannuation payment received from a College into the Educator's nominated superannuation fund.
- (h) Superannuation is calculated at 9.5% against the funds held by ReadyTeacher after deduction of the Placement Fee.

7 TERMINATION

- 7.1 Either party may terminate this Agreement by giving the other party no less than 30 days' written notice.
- 7.2 Despite clause 7.1, either party may terminate this Agreement by written notice if the other party:
 - (a) Is in breach of this Agreement, and such breach is not remedied within 5 business days' of receiving written notice of that breach; or
 - (b) Commits a breach incapable of remedy.
- 7.3 Termination of Registration may occur if a reference check is unsuccessful.

8 PRIVACY

- 8.1 ReadyTeacher maintains the Privacy Policy in compliance with the provisions of the Privacy Act for personal information that it collects. The Educator agrees and understands that Colleges, and ReadyTeacher, may have obligations under the Privacy Act.
- 8.2 The Educator agrees to maintain all personal information that comes into their possession or knowledge via Placements (whether about students, colleagues or any other individuals) as Confidential Information under this Agreement.
- 8.3 The Educator may authorise ReadyTeacher to display a Professional Profile on the website for the purposes of procuring Placements.

9 LIABILITY & INDEMNITY

- 9.1 The Educator agrees to indemnify ReadyTeacher for any loss, damage, cost or expense that ReadyTeacher may suffer or incur as a result of or in connection with:

- (a) The Educator's conduct on a Placement; and
 - (b) The Educator's breach of this Agreement and/or the Terms of Service.
- 9.2 In no circumstances will ReadyTeacher be liable for any direct, incidental, consequential or indirect damages, personal injury, death, damage to property, loss of property, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from the Educator's access to, or use of, or inability to use any of ReadyTeacher's services and/or the Platform, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not ReadyTeacher knew or should have known of the possibility of such damage, loss, personal injury or death, or business interruption of any type, whether in tort, contract or otherwise.

10 DISPUTE RESOLUTION

- (a) If any dispute arises between the the parties in connection with this Agreement (**Dispute**), then either party may notify the other of the Dispute with a notice (**Dispute Notice**) which:
 - i Includes or is accompanied by full and detailed particulars of the Dispute; and
 - ii Is delivered within 10 Business Days of the circumstances giving rise to the Dispute first occurring.
- (b) Within 10 Business Days after a Dispute Notice is given, a representative (with the authority to resolve the dispute) parties must meet (virtually or otherwise) and seek to resolve the Dispute.
- (c) Subject to clause **Error! Reference source not found.**, a party must not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.

11 ELECTRONIC COMMUNICATION, AMENDMENT AND ASSIGNMENT

- 11.1 The words in this clause that are defined in the *Electronic Transactions Act 1999 (Cth)* have the same meaning.
- 11.2 The Educator can direct notices, enquiries, complaints and so forth to ReadyTeacher as set out in this Agreement. ReadyTeacher will notify the Educator of a change of details from time-to-time.
- 11.3 ReadyTeacher will send the Educator notices and other correspondence to the details that the Educator submits to ReadyTeacher, or that the Educator notifies ReadyTeacher of from time-to-time. It is the Educator's responsibility to update its contact details as they change.

END