

ReadyTeacher

READY TEACHER PTY LTD ABN 21 168 539 017

COLLEGE SERVICES AGREEMENT



A PARTIES

A.1 Company

Name	Ready Teacher Pty Ltd ABN 21 168 539 017 (ReadyTeacher)
Address	700 Bourke Street, Docklands 3008 P.O. Box 733 Brunswick Lower 3056 VIC
Contact	Sarah Chamberlain sarah@readyteacher.com.au P.0402 420 422

A.2 College

Name	(College)
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PARTICULARS

Agreement Date	The date the last party signs this Agreement.
Background	<p>(a) ReadyTeacher provides the following services:</p> <ul style="list-style-type: none"> (i) Providing relief and contract teachers and trainers (Educators or Contractors) to CRICOS registered training organisations; and (ii) Providing access to the ReadyTeacher online platform for searching and booking Educators (once available). <p>(b) The College wishes to engage ReadyTeacher's Services on the terms of this Agreement.</p>

A READYTEACHER SERVICES

A.3 ReadyTeacher Services	<p>(a) ReadyTeacher Services include (without limitation):</p> <ul style="list-style-type: none"> (i) Arranging the placement of an Educator for the College, at such locations as the College may direct (Placement); and (ii) A licence for the College to access and use ReadyTeacher's proprietary online platform (Platform).
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	(b) The parties agree that all ReadyTeacher Services provided by ReadyTeacher to the College are subject to the terms of this Agreement.
A.4 Term	The term of this Agreement shall be ongoing until terminated in accordance with this Agreement.
A.5 Application of Agreement	This Agreement shall apply to each Placement, and the Licence granted to the College for use of the Platform.

B PROVIDING EDUCATORS

B.1 Types of Placement	<p>ReadyTeacher arranges following types of Placement subject to the terms of this Agreement:</p> <p>(a) Emergency Placement (item B.5);</p> <p>(b) Extended Placement (item B.6); and</p> <p>(c) Ongoing Placement (item B.7).</p>
B.2 Booking and Placement	<p>(a) The College may book an Educator for Placement by either:</p> <p>(i) Contacting ReadyTeacher directly, via telephone, SMS or email.</p> <p>(ii) Using the Platform (where available); or</p> <p>(b) The College must supply ReadyTeacher with the necessary details in order to request a Placement, which may include (without limitation):</p> <p>(i) The address of the campus or other location where the Educator is to attend the Placement (Location);</p> <p>(ii) The duration that the Placement is intended to last;</p> <p>(iii) The time that the Educator must be at the Location each day of the Placement;</p> <p>(iv) The time that the Educator may leave the Location each day of the Placement;</p> <p>(v) The identity of their preferred Educator for the Placement (if any);</p> <p>(vi) The classes or courses that the Educator will be expected to teach during the Placement;</p>

	<ul style="list-style-type: none">(vii) The minimum qualifications and experience the Educator must have to teach the Placement;(viii) Any policies and guidelines that the Educator must comply with as part of the Placement (including dress code, if any);(ix) Any special requirements relative to the Placement; and(x) Such other information that ReadyTeacher may reasonably require. <p>(c) A Placement is not confirmed until ReadyTeacher notifies the College of the confirmation by phone, SMS or email.</p> <p>(d) A confirmation of a Placement shall include details of:</p> <ul style="list-style-type: none">(i) The name of the Educator;(ii) The qualifications and experience of the Educator;(iii) The Fees that shall apply to the Placement; and(iv) Contact details of an Educator (Ongoing Placements only). <p>(e) ReadyTeacher is under no obligation to confirm a Placement, and the College will not be charged for any Placement that does not occur.</p> <p>(f) ReadyTeacher shall make best endeavours to supply the College with their preferred teacher, but is under no obligation to do so.</p> <p>(g) Subject to the College's approval, ReadyTeacher shall supply the College with an alternative Educator that has informed ReadyTeacher that they are suitably qualified to teach the same classes or courses in the event that:</p> <ul style="list-style-type: none">(i) The requested Educator is unavailable at the commencement of the Placement; or(ii) The Educator that is subject to a Placement is unavailable at any time during the Placement. <p>(h) Once a Placement is confirmed, ReadyTeacher shall arrange for the Educator to attend the Location.</p> <p>(i) The College shall maintain the Placement for the duration confirmed with ReadyTeacher prior to Commencement, unless cancelled in accordance with this Agreement.</p> <p>(j) The College may communicate freely with each Educator once a Placement has been confirmed.</p>
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	<p>ReadyTeacher shall not be responsible for any such communication.</p> <p>(k) Once the Placement is confirmed the College must make best endeavours provide the Educator with any learning materials.</p> <p>(l) Re-booking must occur via ReadyTeacher.</p>
<p>B.3 Educators</p>	<p>The College agrees and acknowledges that:</p> <p>(a) The College must pay ReadyTeacher for any services that the Educator performs for the College.</p> <p>(b) Each Educator subject to a Placement, and the College, are directly responsible to each other. While all care is taken, ReadyTeacher cannot warrant the qualifications or experience represented by the Educator to either the College or ReadyTeacher.</p> <p>(c) ReadyTeacher shall not be responsible for the conduct of any Educator in relation to a Placement, including without limitation for any:</p> <ul style="list-style-type: none"> (i) Misconduct that would normally result in the suspension of a staff member or contractor's engagement with the College; (ii) Offence committed by the Educator; (iii) Damage to the property of the College or any third-party; (iv) Personal injury or death caused to any person; or (v) Consequential loss of any kind. <p>(d) The College shall not contract directly with an Educator for the Educator to provide services to the College, and the College must not pay the Educator directly, unless specifically agreed to otherwise by ReadyTeacher in accordance with this Agreement.</p> <p>(e) The College is responsible for providing the Educator with all lesson, learning outcome and assessment materials.</p> <p>(f) The Educator shall not be required by the College to mark any assessments outside of the hours that the Educator provides services subject to a Placement.</p> <p>(g) The College must treat each Educator with professionalism and respect during a Placement. In no circumstance shall the College discriminate against an Educator on racial, gender or religious grounds.</p>

	<p>(h) Notwithstanding the College's other obligations under this Agreement, the College may exclude an Educator from its premises at its discretion.</p> <p>(i) The College must keep any information provided by the ReadyTeacher about an Educator confidential.</p>
<p>B.4 Exclusivity</p>	<p>In the event that the College wishes to re-engage the services of the Educator at any time within 12 months following the end of the Educator's last Placement with the College, the College must exclusively do so by booking a Placement with ReadyTeacher on the terms of this Agreement.</p>
<p>B.5 Emergency Placement</p>	<p>(a) A College may book an Educator for a Placement on short notice (Emergency Placement) on the terms of this Agreement.</p> <p>(b) The College may request an Emergency Placement:</p> <ul style="list-style-type: none"> (i) Between 6:00am and 9:00pm on Business Days; and (ii) For the same day as the booking request in required, with minimum 75 minutes' notice. <p>(c) Unless agreed otherwise with ReadyTeacher, the Extended Placement Fee shall be calculated as follows:</p> <ul style="list-style-type: none"> (i) The Educator's Rate for the duration of the Emergency Placement; plus (ii) 9.5% superannuation calculated on 90% of the Educator's Rate for the duration of the Extended Placement. (iii) 10% GST. <p>(d) The College shall pay the Emergency Placement Fees in accordance with this Agreement.</p>
<p>B.6 Extended Placements</p>	<p>(a) A College may book a Placement that is scheduled to last a period of between two weeks and 3 months in duration (Extended Placement) on the terms of this Agreement.</p> <p>(b) Unless agreed otherwise with ReadyTeacher, the Extended Placement Fee shall be calculated as follows:</p> <ul style="list-style-type: none"> (i) The Educator's Rate for the duration of the Extended Placement; plus (ii) 9.5% superannuation calculated on 90% of the Educator's Rate for the duration of the Extended Placement.

	<p>(iii) 10% GST.</p> <p>(c) Subject to the approval of an Educator and unless otherwise Agreed with the Company, at the expiry of a 3 month Extended Placement, the College should offer the Educator Direct Employment.</p>
<p>B.7 Direct Employment via Employee Trial Period (ETP) Program</p>	<p>(a) In the event the College wishes to directly employ an Educator, the College may do so by:</p> <p>(i) Requesting an Employee Trial Period (ETP) of no less than 80 hours or four (4) weeks full-time teaching load of 20 face-to-face hours, unless otherwise negotiated with ReadyTeacher and the Teacher; and</p> <p>(ii) Requesting to interview candidates where the Teacher is not specifically requested by the College.</p> <p>(b) An Employee Trial Period is subject to the approval of ReadyTeacher, which shall not be unreasonably withheld.</p> <p>(c) ReadyTeacher shall notify the College of ReadyTeacher's approval of an Employee Trial Period by providing an electronic booking confirmation to all parties.</p> <p>(d) Successful completion of the Employee Trial Period negates the Exclusivity Clause in Item B.4, after which the Teacher may freely contract directly with the College.</p> <p>(e) Once ReadyTeacher has approved the Employee Trial Period and the minimum hours have been completed;</p> <p>(i) The College shall be released of its obligations to pay ReadyTeacher for the relevant Educator's services under this Agreement, and may then contract directly with the Educator; and</p> <p>(ii) ReadyTeacher shall provide the College with copies of the qualifications, and any written references held by ReadyTeacher.</p> <p>(iii) Copies of qualifications may be requested prior to the commencement of the Employee Trial Period, however the teacher must first give permission for sharing of personal documents.</p> <p>(f) The College can opt for a one-off buy-out fee of \$550 (Finder's Fee) instead of completing an Employee Trial Period.</p> <p>(g) ReadyTeacher, the College and the Teacher may withdraw from the Employee Trial Period at any</p>

	<p>time throughout the ETP without incurring penalty, if the basis of withdrawal reflects;</p> <ul style="list-style-type: none"> (i) Mismatched skills or personality of the Teacher; (ii) Problems between the Teacher and the College (Staff or Students); (iii) Inappropriate conduct by the College or Teacher.
<p>B.8 College Disqualification</p>	<p>ReadyTeacher may immediately terminate this agreement in the event that;</p> <ul style="list-style-type: none"> (a) The College is disqualified from providing education services by: <ul style="list-style-type: none"> (i) Australian Skills Quality Authority; (ii) The Department of Education; or (iii) Any other Government or regulatory body with the power to do so. (a) The College is repeatedly late in settling payment for services provided. (b) The College behaves towards ReadyTeacher teachers (Contractors) or Employees in a manner that reflects Workplace Discrimination or unfair treatment of any kind. This includes discrimination towards Teachers who are non-native speakers of English.
<p>B.9 Cancellations</p>	<ul style="list-style-type: none"> (a) The College shall maintain a Placement for the duration confirmed with ReadyTeacher. (b) The College must pay the fees for the confirmed duration of a Placement (including for each day worked by an Educator) regardless of whether the College: <ul style="list-style-type: none"> (i) Ends a class early; (ii) Instructs or allows the Educator to leave early. (c) The College must notify ReadyTeacher of any cancellation of a Placement no later than 3:00pm on the Business Day prior to the Educator's next day attending the Placement. (d) ReadyTeacher may charge a Cancellation Fee of \$75 for each cancellation where an Educator has been assigned to the booking. (e) Failure to notify ReadyTeacher earlier than 3:00pm on the Business Day prior to the Educator's next day attending the Placement may incur a late cancellation Fee up to the value of eight hours at

	<p>the Educator's Rate, to ensure payment to the teacher.</p> <p>(f) Provided that the College has notified ReadyTeacher in accordance with item B.9(c). ReadyTeacher shall notify the Educator that the Placement has been cancelled.</p>
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C USING THE PLATFORM

<p>C.1 Licence</p>	<p>(a) ReadyTeacher provides the College with a non-exclusive licence to use the features of the Platform associated with a College account for the duration of the Term of this Agreement (Licence).</p> <p>(b) The College must register as a College on the Platform in order to use the Licence.</p> <p>(c) The College is responsible for each user that it authorises to access the College's account within the Platform (Authorised User).</p> <p>(d) To use the Platform, each Authorised User must agree and accept the Terms of Service and Privacy Policy when registering to use the Platform.</p>
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D FEES & PAYMENT

<p>D.1 Educator's Rate</p>	<p>The Educator's Rate as at the Agreement Date is \$55 per hour.</p>
<p>D.2 Fees</p>	<p>(a) The College shall pay Emergency and Extended Placement Fees for each Placement which shall include:</p> <ul style="list-style-type: none"> (i) The Educator's Rate (plus GST effective 1 July 2016) for each hour that an Educator attends a Placement; plus (ii) Superannuation calculated at 9.5% of 90% of the Educator's Rate for each hour that an Educator attends a Placement. <p>(b) Booking fees are payable as follows:</p> <ul style="list-style-type: none"> (i) For Emergency Placements between the hours of 6.00am and 7.30am, a Booking Fee of \$20 applies; (ii) For Advanced Bookings, a Booking Fee of \$10 applies;

	<p>(iii) For Employee Trial Period Placements, there is no applicable Booking Fee.</p> <p>(c) The college shall pay non-teaching rates of \$30 per hour when marking and other duties (other than 30-minutes pre-lesson preparation) are required.</p> <p>(d) Interstate or International Placements will incur a Placement Fee of \$280.00 payable to ReadyTeacher.</p> <p>(e) Academic Manager or Director of Studies New Employee introductions will incur a Placement Fee of \$550.00 payable to ReadyTeacher.</p> <p>(f) No Fees shall apply to the College's Licence to use the Platform.</p> <p>(g) Study tour fees are quoted on a case-by-case basis.</p>
<p>D.3 Invoice Date</p>	<p>(a) Invoices for Placements are sent on the College's usual deadline for staff and contractors to supply their timesheets or invoices, or as otherwise agreed with ReadyTeacher (Invoice Date).</p> <p>(b) The Invoice Date must occur on a fortnightly basis.</p> <p>(c) The College must keep ReadyTeacher informed of its Invoice Dates, for invoicing purposes.</p> <p>(d) ReadyTeacher may provide the College with an invoice on the date that it approves an Ongoing Placement.</p>
<p>D.4 Invoicing & Payment</p>	<p>(a) ReadyTeacher must provide a Tax Invoice to the College for any paid Services provided.</p> <p>(b) The College agrees to pay any Tax Invoice within 5 Business Days of the Invoice Date, unless:</p> <ul style="list-style-type: none"> (i) Agreed otherwise between the parties; (ii) Otherwise specified on the Tax Invoice. <p>(c) Payment shall be by electronic transfer into ReadyTeacher's nominated bank account, or as otherwise directed by ReadyTeacher.</p>
<p>D.5 Dispute</p>	<p>(a) Should the College dispute any charge on a Tax Invoice, the College must notify ReadyTeacher of the disputed item within 1 day of the date of the Tax Invoice.</p> <p>(b) The College must pay the amount of the Tax Invoice not in dispute within the stated time frame.</p> <p>(c) Failure by the College to notify ReadyTeacher of a disputed Tax Invoice within 5 days shall be deemed acceptance by the College of the entire Tax Invoice.</p>

D.6 Late Fees	(a) The College acknowledges that late payment of invoices may result in ReadyTeacher being forced to advance payment to Teachers. (b) Overdue Tax Invoices shall accrue late fees at the rate of \$25 per day and maximum \$125 per week.
D.7 Refunds	ReadyTeacher does not offer refunds except as required by law.

E CONFIDENTIALITY

E.1 Confidentiality	Each party will keep all Confidential Information in confidence on an ongoing basis, in accordance with the General Conditions.
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F ENDING THE SERVICES AND/OR THIS AGREEMENT

F.1 Termination	(a) Either party may terminate this Agreement by giving the other party no less than 14 days' written notice. (b) Upon termination, the College shall remain liable to pay any Fees that it had agreed to pay ReadyTeacher for all active and/or delivered Placements. (c) Despite (a), either party may terminate this Agreement by written notice if a party: (i) Is in breach of this Agreement, and such breach is not remedied within 5 business days' of receiving written notice of that breach; or (ii) Commits a breach incapable of remedy.
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G LEGAL LOCATION

G.1 Jurisdiction	(a) Governing Law: Victoria, Australia. (b) Reference City: Melbourne.
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TO BE COMPLETED BY AUTHORISED PERSON

PRINT NAME _____

INSTITUTION NAME _____

POSITION WITHIN INSTITUTION _____

SIGNATURE _____

DATE SIGNED _____

-----**END TERMS OF SERVICE**-----