



ACTIVE KIDS TUTOR & AU PAIR AGENCY TERMS & CONDITIONS – TUTOR APPLICANTS

By submitting your application to Active Kids Tutor & Au Pair Agency (“the Agency”), you acknowledge and agree to the following Terms and Conditions:

1. APPLICATION AND REGISTRATION

- 1.1 All information provided in your application must be truthful, accurate, and complete.
- 1.2 Applicants must be 18 years or older and legally eligible to work in South Africa.
- 1.3 Submission of an application does not guarantee an interview, placement, or employment.
- 1.4 The Agency reserves the right to decline, suspend, or remove applicants from its database at its sole discretion.
- 1.5 Applicants must submit all required supporting documentation, including but not limited to:
 - A copy of ID or passport
 - Proof of qualifications or current studies
 - Updated CV
 - Police clearance or proof of application
 - Reference letters from previous employers or clients
 - Recent photograph

2. SCREENING AND VERIFICATION

- 2.1 The Agency will review and verify the information and documents provided.
- 2.2 The Agency may conduct reference, qualification, and background checks to determine suitability.
- 2.3 The Agency reserves the right to share relevant applicant information with potential client families or schools for matching and placement purposes.
- 2.4 Providing false or misleading information will result in immediate removal from the Agency’s database.

3. PLACEMENT PROCESS

- 3.1 The Agency functions solely as an intermediary to connect tutors with families or learners seeking academic support.
- 3.2 Applicants are not employees of the Agency and are not entitled to salaries, benefits, or guarantees from the Agency.
- 3.3 Successful placement depends on client needs, availability, and suitability determined through interviews and reference checks.
- 3.4 Should a tutor be successfully matched and employed by a client family, an Employment or Tutoring Agreement will be signed directly between the tutor and the client.
- 3.5 Once placed, tutors are expected to adhere to all terms and conditions outlined in that agreement.
- 3.6 All tutors who are successfully placed through the Agency are required to complete the Safeguarding or Child Protection Course offered by The Guardian (or an equivalent approved



provider). Proof of completion must be submitted to the Agency within the specified timeframe after placement.

3.7 Failure to complete the safeguarding course may result in the withdrawal of the placement or exclusion from future tutoring opportunities through the Agency.

4. PROFESSIONAL CONDUCT

4.1 Applicants must conduct themselves in a professional, ethical, and respectful manner always when dealing with the Agency or potential clients.

4.2 All information shared by the Agency or its clients is confidential and may not be disclosed to third parties.

4.3 Tutors must not contact clients directly outside of the Agency's process prior to being officially introduced.

4.4 Any form of misconduct, dishonesty, or unprofessional behaviour may result in permanent removal from the Agency's database.

5. FEES AND PAYMENTS

5.1 Applicants are not required to pay any placement or registration fees to apply or to be considered for tutoring positions.

5.2 If an applicant is successfully placed, payment terms will be clearly outlined in the separate Tutor–Client Agreement.

5.3 The Agency does not guarantee a specific rate, number of hours, or duration of employment.

6. LIABILITY

6.1 The Agency acts as a facilitator only and cannot be held responsible for:

- The actions or behaviour of clients or tutors after placement
- Any disputes, losses, or injuries that occur during or after employment

6.2 All agreements between the client and the tutor are independent arrangements between those parties.

7. COMMUNICATION AND UPDATES

7.1 Applicants must ensure that all contact information and availability are kept up to date with the Agency.

7.2 Tutors who become unavailable or take up alternative employment must notify the Agency immediately.

8. REMOVAL FROM DATABASE

8.1 The Agency reserves the right to remove any applicant from its database at any time, particularly in cases of:

- Dishonesty
- Misconduct
- Breach of confidentiality
- Failure to respond or remain contactable



9. AGREEMENT

By submitting an application, you confirm that you have read, understood, and agreed to these Terms & Conditions.

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