

FREELANCE TEACHING AGREEMENT

This Freelance Teaching Agreement (“Agreement”) is entered into between:

1. Company:

Englisch-Experte.de, a company providing online English tutoring services to students primarily based in Germany (hereinafter referred to as the “Company”),

and

2. Teacher:

[Teacher Full Name], a TEFL-qualified English teacher residing in South Africa, with ID number [ID Number] (hereinafter referred to as the “Freelancer” or “Teacher”).

1. Nature of the Agreement

1.1 The Teacher is engaged as an independent contractor/freelancer and not as an employee of the Company.

1.2 Nothing in this Agreement shall be construed as establishing an employment relationship or entitling the Teacher to employment benefits.

2. Scope of Work

2.1 The Teacher agrees to provide online English lessons to students through the Englisch-Experte.de platform.

2.2 Lessons may include individual or group instruction in accordance with the TEFL methodology.

2.3 The Teacher is expected to maintain a professional and courteous demeanour at all times.

3. Free Trial Lessons

3.1 The Teacher agrees to offer up to one free 30-minute trial lesson per week to potential new students or prospective clients, as directed by the Company.

4. Schedule and Availability

4.1 The Teacher shall maintain their own online calendar/diary using the scheduling tools provided by the platform.

4.2 The Teacher shall update availability weekly and promptly reflect any cancellations or reschedulings.

4.3 The Teacher is expected to be available for a minimum of [X] lessons per week, unless otherwise agreed in writing.

5. Terms and Conditions

5.1 The Teacher agrees to adhere to all Company guidelines, quality standards, and operational policies as outlined in the Terms and Conditions provided.

5.2 Continued access to the platform is conditional upon compliance with these terms.

6. Confidentiality

6.1 All information relating to the Company, its students, pricing, lesson materials, communications, and operations is considered strictly confidential.

6.2 The Teacher agrees not to disclose, reproduce, or use any confidential information for any purpose outside the scope of this Agreement.

6.3 This obligation shall survive the termination of the Agreement.

7. Non-Solicitation

7.1 The Teacher agrees not to solicit, contact, or accept direct work from any clients or students introduced by the Company, for a period of 12 months following the end of this agreement.

7.2 Breach of this clause will result in immediate termination and potential legal action.

8. Lesson Recordings and Material Rights

8.1 The Company reserves the right to record lessons for quality control, training, and review purposes.

8.2 The Teacher consents to such recordings, which may be accessed by the student and the Company.

8.3 All lesson materials created or used by the Teacher for students on the platform remain the intellectual property of the Company.

8.4 Teachers may not use, copy, or distribute these materials outside the platform without written consent.

9. Payment and Invoicing

9.1 The Teacher shall be compensated on a per-hour or per-lesson basis, as agreed in writing prior to commencement.

9.2 [Insert agreed hourly rate here].

9.3 The Teacher shall submit an invoice at the end of each month, and the Company shall pay within 10 business days from receipt.

9.4 No payment will be made for lessons not conducted, including student no-shows, unless otherwise approved.

10. Legal Compliance

10.1 The Teacher warrants that they are qualified and legally permitted to work as a freelancer in South Africa.

10.2 The Teacher agrees to comply with all applicable laws of the Republic of South Africa, including tax obligations.

11. Term and Termination

11.1 This Agreement shall commence on [Start Date] and shall remain in effect unless terminated by either party with 7 days written notice.

11.2 The Company may terminate immediately for breach of confidentiality, misconduct, or failure to follow agreed standards.

12. Governing Law

12.1 This Agreement shall be governed and interpreted in accordance with the laws of South Africa, and any disputes shall be resolved in the appropriate courts of South Africa.

13. Entire Agreement

13.1 This Agreement constitutes the entire agreement between the parties. No verbal agreements or understandings shall be binding unless reduced to writing and signed by both parties.

Signed:

For the Company:

[Your Name]
Director, Englisch-Experte.de

For the Teacher:

[Teacher Full Name]

Date: _____