
Code of Conduct

Affordable Tutoring Tasmania

Last Updated: 21 November 2022

1. Introduction

- 1.1 Affordable Tutoring Tasmania wishes to maintain a community of reliable, quality, credible and trustworthy people to help students achieve their learning goals. As such, all Tutors (as defined in the **Tutor Terms and Conditions**) on our platform (**Platform**) must comply with this Code of Conduct (**Code**). If you believe a user of Affordable Tutoring Tasmania has violated our Code, please contact us as soon as possible.
- 1.2 You are responsible for familiarising yourself with the content outlined in this Code and ensuring they have a correct understanding of how the outlined standards apply to their role(s). If you are unsure of any aspect of the Code, you must seek clarification from their direct supervisor before engaging in any behaviour which may be in breach of the Code.
- 1.3 Affordable Tutoring Tasmania reserves the right to amend, delete or add to any sections of this Code by written notice on the Platform.
- 1.4 As per the Tutor Terms and Conditions, we may take action to suspend or deactivate any Tutor account determined to be in breach of Code or for any other reason.
- 1.5 Serious, misconduct or a breach which creates financial or operational harm to Affordable Tutoring Tasmania may be subject to external litigation.

2. General Tutor Obligations

- 2.1 You agree to:
 - (a) understand and comply with all of Affordable Tutoring Tasmania's policies, procedures, guidelines, directives and contractual requirements at all times and seek further clarification if necessary;
 - (b) engage in behaviour that actively supports the overall performance and growth of Affordable Tutoring Tasmania as a whole;
 - (c) perform your role to the best of your ability;
 - (d) never display any gross incompetence or neglect when it comes to your responsibilities and your students and their parents;
 - (e) always act honestly and with courtesy in all interactions, including in dealings with students, parents, Affordable Tutoring Tasmania and external suppliers;
 - (f) maintain focus when providing tutoring services, and ensure personal tasks are kept to a minimum and do not adversely impact your services or Affordable Tutoring Tasmania;
 - (g) maintain punctuality in relation to all scheduled work hours and acknowledge that excessive lateness or absenteeism will not be tolerated and can result in disciplinary action;
 - (h) adhere to brand direction regarding standard of dress and personal presentation provided by Affordable Tutoring Tasmania from time to time;
 - (i) ensure behaviour is lawful and compliant at all times and demonstrates an awareness of any applicable federal, state or local laws which apply to your area of work;
 - (j) never negatively impact the reputation of the brand of Affordable Tutoring Tasmania through any act, omission or dishonest statement which may mislead the market or our customers;
 - (k) comply with reasonable directions given by us;

- (l) participate fully and professionally in all lessons;
- (m) provide tutoring to the best of your ability, including sufficiently preparing of lessons and ensuring the experience is productive and rewarding for students with the goal of achieving their learning objectives;
- (n) report incidents and hazards that may threaten the health and safety of others;
- (o) not interfere with or misuse anything provided by us in the interests of health, safety and welfare;
- (p) not hinder or obstruct any person from aiding another person who is injured;
- (q) practise discretion and not express personal views in a way that could be misinterpreted as views that are held by us; and
- (r) abide by all contractual requirements, including the return of all Affordable Tutoring Tasmania's equipment and commercially sensitive information protected at law or agreements protecting Affordable Tutoring Tasmania's intellectual property and confidential information.

3. Responsibility to notify

- 3.1 You must comply with this Code, intervene if you witness behaviour or an incident that is in breach of this Code, remind others of their obligations under this Code and report any breach of this Code.
- 3.2 You must take reasonable steps to notify us if you have a genuine belief of any behaviour which breaches this Code. We may take any action, including termination, of any party that we deem has made claims maliciously or frivolously.
- 3.3 You must keep confidential, any matters relating to behaviour in breach or alleged breach of the Code, except as required by law or to enforce legal rights.

4. Updating information

- 4.1 You must ensure that your details profile on the Platform is always up to date including any locations, areas of expertise, experience, and availability.
- 4.2 To support Affordable Tutoring Tasmania in maintaining the integrity, safety and security of its community, all users must use their real identities and ensure their profile is an accurate identification. Affordable Tutoring Tasmania may request that users update their names and profile photos and/or take action necessary to restrict or deactivate accounts that do not accurately or properly identify the user.

5. Reputation, responsiveness and reliability

- 5.1 You must respond to parent and student enquiries as soon as practicable, including where you are unable to tutor a student for any reason, including but not limited to, due to availability or where the enquiry does not suit your experience or skillset.
- 5.2 You must ensure that your behaviour and conduct reflects our brand values, including that you must be reliable, open, transparent and responsive at all times, including attending lessons, avoiding (where possible) shifting lessons, and give parents and/or students notice of any issues or changes. You must be welcoming, honest, ethical, courteous, respectful and trustworthy and seek to provide parents and students with a consistently great experience.
- 5.3 If you provide repeatedly a negative experience for other users on Affordable Tutoring Tasmania and/or do not contribute positively to Affordable Tutoring Tasmania's community,

may be removed or restricted from accessing the Platform at Affordable Tutoring Tasmania's absolute discretion and in the interests of other users of the community.

6. Outside communication

- 6.1 All users agree to use the messenger service provided by the Platform. You must message users only on Affordable Tutoring Tasmania and do not share your private contact information as part of the safety, security and support framework of Affordable Tutoring Tasmania.
- 6.2 Communication outside of the Platform (other than in lessons) is deemed to be a breach of this Code. Any message content that we determine to breach this Code may be moderated.
- 6.3 The Platform should only be used for the purposes of tuition-related communications only.
- 6.4 All payments for tutoring must be made via the Platform and no payments should be made directly between the Tutor and parents/students. You must not attempt to, or actually, use any means to circumvent the Platform or solicit away parents and students from the Platform. You must not discuss or disclose details of what payments you are receiving to any party other than Affordable Tutoring Tasmania.
- 6.5 We are not responsible for any contact or resulting outcome for any communication outside of the Platform.

7. Ulterior purposes

- 7.1 You must not use the Platform for an ulterior purpose other than for the purpose of connecting with students/parents and providing tutoring services within the Platform. Using the Platform for an ulterior purpose, such as to spam or troll users, to generate leads for other businesses or third-party sites, to market or promote another business or product or for any illegal or immoral purpose, is strictly prohibited.

8. On-site behaviour

- 8.1 As part of your tutoring services, you may be required to attend a student or parent's premises. You must ensure that you dress appropriately for the services you are providing and do not wear any clothing that may reasonably be considered offensive or inappropriate. You must follow the reasonable directions of the parents and students in relation to such premises, and you must not enter any areas of the premises which you are not authorised to enter. You must not steal any property on the premises and you are solely responsible for any damage caused to any property in the premises connected with any act or omission by you.
- 8.2 You are solely responsible for considering the safety of the premises, and ensuring that the premises are safe for you to provide your tutoring services in, as an independent contractor, and ensuring you have all necessary or recommended occupational, health and safety insurances in place.

9. Confidentiality

- 9.1 Private contact details and 3rd party links must not be shared publicly on the Platform, including on tutor profiles, including but not limited to, private contact information (emails, phone numbers etc.), websites and social profiles.
- 9.2 All matters relating to behaviour in breach or alleged breach of the Code must be kept confidential by involved persons, including any complainants, except as required or authorised by law or to enforce legal rights. Affordable Tutoring Tasmania do not tolerate victimisation or reprisals against persons who report suspected breach of this Code.
- 9.3 You must keep all parent and student information strictly confidential.

- 9.4 You must not use our assets, facilities or services without proper authority and in a way that is outside its intended use or purpose, or for personal gain (financial or otherwise).
- 9.5 You must not conceal, alter or destroy any information which may be used as evidence in the nature of investigating potential misconduct.

10. Child protection measures

- 10.1 We have a zero-tolerance approach to child exploitation or abuse and take child safety very seriously as detailed in our **Child Safety Policy**.
- 10.2 You must hold a valid Working with Children Check (or equivalent, such as a teaching registration) and/or Working with Vulnerable People Registration or other requirements as set out in our Child Safety Policy, to tutor students under the age of 18.
- 10.3 You are responsible for reporting any reasonable suspicions of child exploitation, abuse, sexual abuse, or any other breaches of the Child Protection Policy to us and the appropriate authorities immediately, including where the suspected behaviour is by a Tutor, a participant or parent or an employee of Affordable Tutoring Tasmania. You must comply with any laws, regulations or duties required by you if you are deemed to be a mandatory reporter or otherwise bound by such laws, regulations or duties.
- 10.4 You acknowledge that we will immediately report and investigate any suspected or alleged instances of child grooming, exploitation, abuse, harm or child protection policy non-compliance and we reserve the right to take any action we deem appropriate, including termination of a Tutor, or referral of a matter to the police or child protection services.

11. Alcohol, smoking and drugs

- 11.1 You must not use or be under the influence of alcohol and/or illegal drugs (or excessive consumption of prescription drugs) when interacting with parents or students or conducting lessons. You must not promote or advertise the consumption, use or dealing of drugs or alcohol in any way on the Platform or to parents or students.
- 11.2 Any prescription drugs that are consumed or that affect you during interactions with parents or students must not inhibit your ability to provide the tutoring services.
- 11.3 We reserve the right to test you for alcohol and drugs in our sole discretion and we may terminate you should there be any breach of this Code.
- 11.4 You must not smoke on any premises where you are engaged to provide tuition services, including but not limited to, during any lessons.

12. Bullying, Discrimination and Harassment

12.1 Definitions

- (a) **Bullying and harassment** generally means unreasonable behaviour directed towards people that create a risk to their health and safety. It may be direct or indirect and includes behaviour that humiliates, intimidates or offends another person. Examples direct bullying/harassment include acts of violence, threatening to harm someone, offensive or abusive language, and public humiliation. Examples of indirect bullying/harassment include deliberately excluding or isolating a person from group activities, spreading malicious rumours about another person and deliberately denying access to information or other resources.
- (b) **Discrimination** can be based on the grounds of age, carer's responsibilities, disability (including physical, intellectual and psychiatric disability), sexual preference

or identity including homosexuality, marital status, race, sex or gender identity or where a person has an association or relative that falls into one of these categories.

- (c) **Sexual harassment** is behaviour where a person makes an unwelcome sexual advance, request for sexual favours or engages in other unwelcome conduct of a sexual nature, to another person in circumstances in which a reasonable person, having regard to all the circumstances, would have anticipated that the other person would be offended, humiliated or intimidated. This means that sexual harassment can occur even when the person engaging in the relevant behaviour does not intend to offend, humiliate or intimidate another person. Examples of sexual harassment include physical contact, staring or making gestures, telephone calls or social invitations, sexual conversations, comments, jokes, questions or teasing and sending of sexual material.
- (d) **Vilification** means, by a public act, inciting hatred towards, serious contempt for, or severe ridicule of, another person or group of persons on discriminatory grounds or otherwise.

- 12.2 You must not engage in any behaviour that may be considered bullying, discrimination, vilification, victimisation or harassment, including sexual harassment.
- 12.3 If you believe that you, or other Tutors, have been or are the subject of bullying, discrimination, vilification, victimisation or harassment, including sexual harassment, then you should promptly report the behaviour to Affordable Tutoring Tasmania, and if it is a criminal matter, to the police or relevant authorities. If it is an emergency or if you or other persons are in immediate danger, call 000 immediately.
- 12.4 A person who makes, intends to make, helps another person make, witnesses, or gives evidence or information in relation to a complaint of discrimination, vilification or sexual harassment must not suffer any detriment or otherwise be harassed or punished as a result of such action. It is therefore unlawful for a person to subject another person to any detriment or otherwise harass or punish the other person by reason of any of those things.

13. Communication and Media

- 13.1 You must not engage in, or portray, any negative portrayal of Affordable Tutoring Tasmania, the Platform or persons on the Platform, including in any public forum including online social networks.
- 13.2 You must not publish any materials or information on social media (such as, but not limited to, Facebook, TikTok, LinkedIn, Tumblr, Pinterest, YouTube, Instagram and Twitter) that breaches this Code or is likely to bring us or our agents or representatives, customers, partners, suppliers, or contractors, into disrepute.
- 13.3 You are not authorised to make statements to media without our prior written consent. You must ensure that when speaking to media that you do not express personal views in a way that could be misinterpreted as views that are held by us.

14. Contact

- 14.1 If you have any issues or queries about this Code, please contact Affordable Tutoring Tasmania directly at: contact@affordabletutoringtasmania.com.au