



# Bright Scholar Academy

*Quality Tutoring, Made Affordable*

## **Terms & Conditions** for Independent Tutor Contractors

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| <b>Version</b>        | 2.0                                                                                                     |
| <b>Effective Date</b> | 01 June 2025                                                                                            |
| <b>Issued By</b>      | Bright Scholar Academy                                                                                  |
| <b>Applies To</b>     | All individuals registering as independent tutor contractors with BSA                                   |
| <b>Contact</b>        | 011-75234588   <a href="mailto:admin@brightscholaracademy.com.my">admin@brightscholaracademy.com.my</a> |

*By registering as a tutor with Bright Scholar Academy, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions.*

## 1. Introduction

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These Terms and Conditions govern the eligibility, responsibilities, professional conduct, and engagement of individuals providing tutoring services as independent contractors through the Bright Scholar Academy (BSA) platform in Malaysia.

By registering as a tutor on the BSA platform, you agree to comply with and be bound by these Terms and Conditions, together with the BSA Personal Data Protection Policy, Privacy Policy, and any other policies referenced herein. Please read these terms carefully before registering.

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## 2. Nature of Relationship

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BSA does not employ tutors. You are engaged strictly as an independent contractor (e.g., a self-employed, freelance tutor) providing tutoring services through the BSA platform. This means:

1. You are not an employee, agent, partner, or representative of BSA.
2. You are not entitled to employment benefits such as EPF, SOCSO, EIS, paid leave, or medical coverage.
3. You retain full control over how you deliver your tutoring services, subject to BSA's quality and professional standards.
4. You are free to accept or decline any tutoring assignment offered, and may provide services to other platforms or individuals, subject to BSA's confidentiality and non-circumvention obligations.
5. You are solely responsible for your own tax filings, statutory contributions, and compliance with Malaysian law as a self-employed individual.

**Important:** *BSA does not withhold any EPF, SOCSO, EIS, or income tax deductions from your payments. You must declare your tutoring income to LHDN Malaysia independently.*

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### 3. Eligibility Requirements

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#### 3.1 General Requirements

To qualify as a tutor, applicants must meet all of the following criteria:

1. Be at least 18 years of age and legally permitted to provide services in Malaysia.
2. Possess a Bachelor's Degree from a recognised university. Preference is given to candidates with qualifications in Education or a related field.
3. Demonstrate subject matter expertise in at least one subject within the Malaysian KSSR and/or KSSM curriculum.
4. Have a minimum of one (1) year of prior teaching experience or relevant professional experience in the subject area. Equivalent practical expertise may be considered at BSA's discretion.
5. Have graduated with a minimum Cumulative Grade Point Average (CGPA) of 3.30 or above, or demonstrate equivalent academic standing.
6. Demonstrate effective communication skills in both Bahasa Malaysia and English.
7. Display professionalism, integrity, and a strong commitment to student learning and academic development.
8. Successfully pass all required background screening and verification checks, including identity and academic qualification checks, as deemed necessary by BSA.

#### 3.2 UPSI Student Tutor Eligibility

As part of BSA's strategic collaboration with Universiti Pendidikan Sultan Idris (UPSI), current UPSI students may be considered for tutor engagement subject to the following:

1. **Without prior teaching experience:** Applicants without relevant prior teaching experience must have completed at least six (6) academic semesters. Final-year students are preferred.
2. **With prior teaching experience:** Applicants with verifiable, relevant prior teaching experience may be considered from as early as their second (2nd) academic semester onwards.

All UPSI student tutors must additionally:

1. Maintain a minimum CGPA of 3.30 or above throughout their studies.
2. Have completed, or be currently undertaking, the compulsory teaching practicum component of their programme.
3. Possess subject specialisation relevant to the intended taught subject(s).
4. Demonstrate the ability to balance academic commitments and tutoring responsibilities through a flexible and reliable schedule.

**Note:** Preference may be given to candidates who demonstrate strong academic performance, leadership qualities, and a commitment to educational excellence.

## 4. Registration and Verification

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1. Tutors must complete an online application form at [brightscholaracademy.com.my/login](https://brightscholaracademy.com.my/login) with accurate and complete information.
2. Tutors may be required to submit supporting documents including a resume, academic certificates, and other relevant credentials for review and verification.
3. BSA reserves the right to verify any information, qualifications, certifications, or supporting documents submitted at any time during or throughout the engagement.
4. Any discrepancies, inaccuracies, falsified information, or misrepresentations may result in rejection of the application, suspension, or termination of services.
5. Tutors may be required to provide proof of identity, a recent photograph, and additional documentation to comply with verification standards, legal obligations, or regulatory requirements.
6. By submitting an application, you acknowledge and consent to the review and verification of all information and documents provided to BSA.

## 5. Tutor Responsibilities and Professional Conduct

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As a BSA tutor, you are expected to:

1. Deliver lessons professionally, diligently, and punctually in accordance with BSA's standards and expectations.
2. Adhere to agreed lesson schedules and provide at least 24 hours' advance notice to students and BSA in the event of cancellations, postponements, or scheduling changes.
3. Provide high-quality, ethical, and student-centred educational services that support student learning and development.
4. Maintain the confidentiality and security of all students, parent, and BSA information obtained through the provision of tutoring services.
5. Not use, distribute, reproduce, or share any teaching materials in a manner that infringes the intellectual property rights of any third party.
6. Maintain professional, respectful, and appropriate conduct in all interactions with students, parents, guardians, fellow tutors, and BSA representatives.
7. Refrain from any form of discrimination, harassment, bullying, intimidation, or exploitation based on race, ethnicity, religion, gender, disability, age, nationality, or any other protected characteristic.
8. Comply with all BSA policies, safeguarding requirements, and applicable Malaysian laws throughout the engagement.

## **6. Lesson Delivery: Online and Home Tutoring**

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### **6.1 Online Tutoring**

1. Tutors must use a stable internet connection, adequate lighting, and a professional, distraction-free background.
2. Lessons must be conducted using BSA-approved or agreed platforms wherever possible, to support lesson verification (e.g., Google Meet, Zoom, Microsoft Teams).
3. Tutors must obtain consent from the parent or student prior to the scheduled lesson.

### **6.2 Home Tutoring**

1. Home tutoring sessions must be conducted at a mutually agreed location between the tutor and the parent or guardian.
2. Parents and guardians are responsible for providing a safe and conducive learning environment for both the tutor and the student.
3. Tutors are not responsible for non-tutoring duties, including childcare, household supervision, or any tasks unrelated to teaching.
4. For students under 12 years of age, parents or guardians must ensure that a responsible adult is present at home during the session.
5. Schedule changes or cancellations must be communicated at least 24 hours in advance.
6. Tutors are strictly prohibited from offering private lessons to BSA's students outside the platform without prior written approval from BSA administration.

## **7. Tutor Matching and Assignment**

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1. BSA shall facilitate matching of tutors and students based on subject expertise, qualifications, teaching experience, availability, preferred learning mode, student requirements, and location.
2. Where requested by a parent or student, BSA may share your profile, qualifications, and relevant credentials to assist in tutor selection.
3. BSA reserves the right to determine the most suitable tutor for any student and may assign opportunities directly or conduct a screening process at its sole discretion.
4. Applying for an assignment does not guarantee placement. BSA may reject, withdraw, or reassign any application at its discretion.
5. BSA's decisions regarding tutor assignments, screening outcomes, and matching arrangements are final and binding.

## 8. Lesson Verification

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1. After completing a session, tutors must upload proof of the class through the BSA platform. Proof must include a session summary, screenshot(s) of the student and lesson conducted, and a visible timestamp (date and time).
2. BSA may collect, store, review, and use submitted documentation for administrative, audit, compliance, and payment verification purposes.
3. Failure to provide adequate proof may result in delays to payment, withholding of payment pending verification, or other action deemed necessary by BSA.

## 9. Payment

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1. Tutors shall be paid in accordance with the applicable rates or commissions set out in BSA's Payment Policy.
2. All payments are processed through BSA's designated payment channels, including bank transfer and/or e-wallet services. Tutors must not accept direct cash or off-platform payments from parents or guardians under any circumstances.
3. Payment withdrawal requests may be submitted through the BSA platform for completed and verified monthly classes. Approved payments are generally processed within three (3) to seven (7) working days from the date the withdrawal request is submitted via BSA tutor website.
4. For trial classes subsequently converted into a monthly arrangement, the trial class fee will be processed together with the first monthly payment.
5. Trial classes that are not converted into a monthly arrangement are not eligible for payment, unless otherwise approved by BSA at its sole discretion.
6. All payment requests are subject to lesson verification. BSA reserves the right to withhold, reject, adjust, or delay any payment where documentation is incomplete, inaccurate, or fraudulent.
7. BSA reserves the right to revise payment rates, fees, and related payment terms from time to time with reasonable advance notice.

**Note:** *As an independent contractor, you are solely responsible for declaring and paying all applicable taxes on income earned through BSA, in accordance with LHDN Malaysia guidelines.*

## 10. Intellectual Property

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1. Tutors retain ownership of all original teaching materials, lesson plans, notes, presentations, worksheets, assessments, and recordings created by them.
2. Nothing in these Terms transfers ownership of a tutor's intellectual property to BSA unless otherwise agreed in writing.
3. Tutors are responsible for ensuring that any materials used, shared, or distributed during lessons comply with applicable intellectual property, copyright, and licensing laws.
4. Tutors must not reproduce, distribute, publish, modify, sell, or exploit teaching materials or lesson content belonging to another party without prior authorisation from the rights holder.
5. Recording, distributing, or selling lesson content without the consent of all relevant parties is strictly prohibited.

## 11. Marketing and Promotional Use

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By registering as a tutor with BSA, you expressly consent to the following, which form part of BSA's normal service operations:

1. BSA may use your name, academic qualifications, teaching experience, and subject expertise in promotional materials, including but not limited to BSA's website, social media, tutor listings, and marketing communications.
2. BSA may share your professional profile information including your name, qualifications, subjects offered, grade levels, and teaching mode with prospective students, parents, and potential clients for the purpose of tutor matching and selection.
3. This consent is given at the point of registration and is a condition of engagement with BSA. It is not a separate opt-in.
4. The use of your photograph, image or video for promotional purposes requires separate explicit consent at the time of submission. Where consent is given, you grant BSA a non-exclusive, revocable licence to use the image for marketing and business purposes.
5. Where you voluntarily submit testimonials, success stories, or other promotional materials, you grant BSA a non-exclusive, transferable, and revocable licence to use, distribute, display, edit, and adapt such materials for marketing and business purposes.
6. Where submitted materials contain identifiable information about students, parents, or third parties, you represent and warrant that all necessary permissions and consents have been obtained before submission.
7. BSA reserves the right to decline, remove, edit, or discontinue the use of any submitted materials at its sole discretion.

## **12. Confidentiality**

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1. Tutors must maintain the confidentiality of all students, parent, and BSA information obtained through the engagement, and must not disclose such information to any third party or use it for any purpose outside the scope of tutoring.
2. This obligation of confidentiality continues after the termination of the engagement.

## **13. Social Media**

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1. During the term of their engagement with BSA, tutors are strongly discouraged from and assume full personal responsibility for connecting with, following, or contacting students particularly minors through personal social media accounts or any personal digital channel outside the BSA platform. Should a tutor choose to do so, any disputes, complaints, harm, or legal consequences arising from such contact are borne solely by the tutor. BSA accepts no liability whatsoever in respect of personal social media interactions between a tutor and a student, and any such interaction that results in a complaint or safeguarding concern may be treated as a breach of these Terms and dealt with under Clause 14.
2. Tutors must not post student details, class content, or identifiable information about students or parents on personal or public social media without explicit consent and prior BSA approval.
3. Public commentary by a tutor that is discriminatory, defamatory, or that could bring BSA into disrepute may result in review and disciplinary action.

## **14. Safeguarding and Child Protection**

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1. Tutors must prioritise the safety and welfare of all students, particularly minors, at all times.
2. Engaging in any personal, romantic, or otherwise inappropriate relationship with a student is strictly prohibited and will result in immediate suspension pending investigation, and likely termination of contract.
3. Tutors must immediately report to BSA any concern regarding a student's safety or welfare.

## 15. Data Protection and Privacy

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BSA is committed to upholding the privacy rights of all individuals and ensuring the security and confidentiality of personal data in compliance with the Personal Data Protection Act 2010 (PDPA) of Malaysia.

1. BSA collects and processes your personal data including your name, contact details, qualifications, teaching experience, bank account details, and resume for the purposes of tutor registration, matching, payment processing, regulatory compliance, and promotional use as described in Clause 11.
2. Your personal data will be retained for as long as necessary to fulfil the stated purposes, comply with legal obligations, or resolve any outstanding matters. Upon termination of your engagement, data will be securely deleted, unless otherwise required by law.
3. As a tutor, you have the right to access, correct, withdraw consent for, and request deletion of your personal data, subject to applicable legal obligations. Requests should be submitted to BSA team.
4. For full details on how BSA collects, uses, and protects your data, please refer to [BSA's Personal Data Protection Policy](#) (BSA-POL-PDPA-001), which forms part of this agreement and [Privacy Policy](#).

**Note:** For PDPA inquiries, contact BSA Admin at 011-75234588 or [brightscholaracademy1@gmail.com](mailto:brightscholaracademy1@gmail.com).

## 16. Cancellation and Rescheduling

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1. Tutors must provide at least 24 hours' notice for any cancellation or rescheduling of a session to student or parents via WhatsApp group.
2. Frequent cancellations without valid reason may result in suspension or termination of engagement.
3. In the event of cancellation by a student, refund or rescheduling policies as per BSA's Payment & Refund Policy apply.

## 17. Code of Conduct and Professionalism

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1. Tutors must maintain a high standard of professionalism at all times.
2. Misconduct including inappropriate behaviour, discrimination, failure to perform tutoring duties, academic dishonesty, or off-platform solicitation of students will result in suspension, termination, and may result in legal consequences.
3. Engaging in personal or romantic relationships with students is strictly prohibited.
4. Tutors must not solicit or accept gifts, payments, or benefits from parents or students that could be perceived as an attempt to influence any decision, beyond modest tokens of appreciation. If such gifts, payments, or benefits are offered or accepted, tutors must inform BSA.
5. Any conduct before, during, or after class that constitutes misconduct will not be tolerated.

## 18. Non-Solicitation and Non-Circumvention

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1. Tutors are strictly prohibited from offering or providing private tuition to any student introduced through BSA outside of the platform without BSA's prior written approval. This restriction applies during the engagement and for 12 months following termination.
2. Tutors must not solicit parents or students to bypass BSA's payment system or to engage the tutor's services independently of the platform.

**Note:** *This clause protects BSA's legitimate business interest in its client relationships and is not intended to prevent tutors from working independently with unrelated students or other platforms.*

## 19. Termination of Engagement

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### 19.1 Resignation by the Tutor

Tutors may terminate their engagement by giving BSA at least one (1) month written notice.

### 19.2 Termination by BSA

BSA reserves the right to terminate the engagement immediately or upon reasonable notice in cases including but not limited to:

1. Plagiarism, misrepresentation of qualifications, or submission of false credentials which will result in immediate removal from the platform.
2. Submission of fraudulent lesson proof or false payment claims.
3. Repeated cancellations or persistent poor performance.
4. Breaching student or parent confidentiality.
5. Safeguarding concerns or inappropriate conduct involving a student.
6. Engaging in unethical practices or off-platform solicitation of BSA's students.
7. Complaints, policy violations, or any other conduct inconsistent with these Terms.

### 19.3 Effect of Termination

Termination does not affect accrued rights, including the tutor's entitlement to payment for verified completed lessons up to the date of termination. Confidentiality, non-solicitation, intellectual property, and PDPA obligations continue after termination.

## 20. Liability and Indemnity

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1. BSA is not liable for any disputes arising between tutors and students or parents, unless explicitly stated in a specific service agreement.
2. BSA is not liable for any disputes, payment issues, or misunderstandings arising from direct off-platform financial transactions between tutors and parents.
3. Tutor agrees to indemnify and hold BSA harmless from any claims, losses, or liabilities arising from personal misconduct, teaching methods, or breach of these Terms.

## 21. Compliance with Malaysian Laws

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1. Tutors must adhere to all applicable Malaysian laws, including those concerning education, taxation, data protection, and self-employment.
2. Where tutoring involves regulated subjects (e.g. UASA/SPM), compliance with Ministry of Education (MOE) requirements is required, including alignment with the Kurikulum Standard Sekolah Menengah (KSSM) or Kurikulum Standard Sekolah Rendah (KSSR) syllabus.
3. Tutors must declare their tutoring income for tax purposes in accordance with LHDN Malaysia guidelines.

## 22. Amendments and Updates

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1. BSA reserves the right to amend these Terms from time to time. Tutors will be notified of any material changes in advance.
  2. Continued provision of tutoring services following notification of an amendment constitutes acceptance of the updated Terms.
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## 23. Contact and Support

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For inquiries or concerns, tutors may contact BSA Administration via:

1. WhatsApp: 011-75234588
  2. Email: [admin@brightscholaracademy.com.my](mailto:admin@brightscholaracademy.com.my).
  3. Platform: [brightscholaracademy.com.my/login](https://brightscholaracademy.com.my/login)
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## Tutor Acknowledgement

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By registering as a tutor with Bright Scholar Academy whether by clicking 'By submitting this form, you agree to the terms and conditions', I confirm that I have read, understood, and agree to be bound by these Terms and Conditions. I acknowledge that:

1. I am engaged as an independent contractor and not as an employee of BSA.
2. I consent to the collection, processing, and use of my personal data as described in these Terms and BSA's Personal Data Protection Policy.
3. I consent to BSA using my name, qualifications, and experience for promotional purposes and sharing my professional profile with prospective students, parents, and potential clients.
4. I understand and accept all obligations relating to confidentiality, safeguarding, non-solicitation, and professional conduct.