

Elevate Eleven Terms & Conditions

Our terms and conditions are detailed in the document below. All parents/guardians signing up their children with Elevate Eleven do so on the understanding that they will comply with these Ts and Cs and we will ask for a signed copy to be returned to us before tutoring commences. If you have applied for tutoring please print off two copies of this form, sign them both and post to Emma Warner at the address below.

Tutoring Contract, Academic year 2019 onwards

THE PARTIES TO THIS AGREEMENT ARE:

Elevate Eleven Tutoring Services
2 Rosehill
Esher KT10 0HL

07730 955699, info@elevateeleven.com

(Hereinafter referred to as the "Tutor")

Name of Student: _____
(Hereinafter referred to as the "Student")

Name of Parent/Guardian: _____
(Hereinafter referred to as the "Parent/Guardian")

Address: _____

Contact Number and Email: _____

Whereas the Tutor shall provide tutoring to the Student in the subject of secondary school academic entrance exam preparation at an Elevate Eleven tuition centre.

FEES PAYABLE TO THE TUTOR

Fees shall be calculated at a rate of £25 per hour of tutoring (unless otherwise advised in writing). No further fees shall be charged for traveling or preparation time of the Tutor. Fees may be adjusted from time to time and shall become effective after having given the Parent/Guardian of the Student a minimum of one term's or twelve weeks' written notice.

PAYMENT

Payment shall be made on a half termly basis in advance, based on the dates set out in the invoices and always a minimum of a week before tutoring starts. Payment should be made in the form of a bank transfer or, in exceptional circumstances, a cheque payable to 'Elevate Eleven'. Under no circumstances should cash be given to the group teacher.

Unless Elevate Eleven is advised otherwise in writing it is assumed that the Parent/Guardian named above will be the person responsible for the payment of fees:

SCHEDULE OF LESSONS

Tutoring shall take place weekly, approximately following the term dates of local state primary schools. INSET days and year group days out will be recognised as legitimate reasons for cancelling a lesson.

Tutoring shall commence on the date agreed with the Parent/Guardian and continue until a point in the first term of school year six as mutually agreed upon by Tutor and Student. Dates of the lessons will be detailed on each half term's invoice. Typically each half term block of lessons will be 4 to 7 weeks in length although occasionally this may be more or less depending on bank holidays, etc.

CANCELLATION OF LESSONS BY PARENT/GUARDIAN OF THE STUDENT

The Parent/Guardian of the Student may cancel tuition by giving a half term's written notice to the Tutor in which case no further tuition fees beyond the half term notice period will be incurred and this agreement will be terminated. Lessons not attended by the Student without such notice shall be charged at the full rate unless an agreement is reached between the Parent/Guardian of the Student and the Tutor on the basis of exceptional circumstances.

CANCELLATION OF LESSONS BY TUTOR

The Tutor reserves the right to cancel lessons at short notice due to unexpected disruption such as illness or accident in which case no fees shall be incurred. Where a lesson was pre-paid, the Tutor shall reschedule the appointment at a time agreeable to both parties, failing which the Student shall be refunded with such a missed lesson fee.

LATE ARRIVAL

No adjustment shall be made for time lost because of late arrival by the Student unless specifically agreed with the tutor.

Any lost time because of the late arrival of the Tutor shall be compensated for by extending a lesson by mutual agreement and by such amount of time that was lost.

OBLIGATIONS OF THE TUTOR

- * The Tutor undertakes to do all preparation prior to lessons and to structure lessons in such a way as to optimize time to the benefit of the Student.
- * The Tutor shall keep confidential all information of the Student and shall contact other parties involved in the education of the Student only if given written permission by the Student to do so.
- * The Tutor shall at no time be required or obliged to execute homework or assignments on behalf of the Student.

OBLIGATIONS OF THE PARENT/GUARDIAN

- * The Parent/Guardian undertakes to assist the Student identifying problem areas in which the Student needs specific tutoring.

* The Parent/Guardian agrees that assignments, exercises or homework form an integral part of tutoring and undertakes to assist the student as necessary in completing such work timeously.

NO WARRANTIES

The Tutor makes no promises or warranties with regards to a Student's performance or subsequent results of sitting entrance exams as a result of any tutoring provided.

STATUS OF THE TUTOR

It is expressly understood that the Student retains the services of the Tutor as an independent contractor and not as an employee. The Tutor shall be responsible for his/her insurance and for all statutory declarations and contributions with regard to income tax.

ONGOING COMMERCIAL RELATIONSHIP

It is expressly understood that the Student shall only engage with the class teacher through the commercial relationship with the Tutor (Elevate Eleven) and any entering into a private arrangement between the student and the group teacher without written permission from the Tutor is unacceptable and will be considered a breach of contract by both the teacher and the student.

TERMINATION

This tutoring contract may be terminated by either party at any time by giving the other party by giving at least a half term's written notice in which case no further tuition fees will be incurred and this agreement will be terminated. In addition the Tutor reserves the right to terminate the contract with no notice on the basis of unacceptable, rude or disruptive behaviour by the student or their parent/guardian. In such an instance, no refund for fees already paid will be given.

RELAXATION OF TERMS

No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any subsequent breach of any of the terms.

WHOLE AGREEMENT

This agreement constitutes the entire understanding between the parties with regard to the subject matter thereof and the parties waive the right to rely on any alleged expressed or implied provision not contained herein. Any alteration to this agreement must be in writing and signed by both parties.

LEGAL RESPONSIBILITY OF PARENT/GUARDIAN

As the Student is legally a child, the Parent/Guardian shall enter into this tutoring contract on behalf of the Student and shall accept and agree to all the terms and conditions contained herein on behalf of the Student.

Name (on behalf of the Tutor) _____

Signed _____

Date _____

Name (Parent/Guardian) _____

Signed _____

Date _____