



Terms and Conditions

1. INTRODUCTION

- 1.1. Damian Brown trading as Sum Maths Tuition is a private maths tutor hereinafter referred to as **the Tutor**.
- 1.2. The person in receipt of the tutoring service through sessions of tutoring is hereinafter referred to as **the Student**.
- 1.3. You are referred to as **the Client** and are responsible for paying the tuition fees on behalf of the Student.
- 1.4. In the case where the Student has reached the age of majority, the Student and the Client may be the same.

2. FEES PAYABLE TO THE TUTOR

- 2.1. Fees shall be calculated at the following rates:
 - £25 per hour for one to one sessions with a primary school aged child.
 - £30 per hour for one to one sessions with a secondary school aged child.
 - £10 per hour per student for small group tuition.
- 2.2. No further fees shall be charged for travelling time of the Tutor.
- 2.3. No further fees shall be charged for planning, preparation and administration of the Tutor.
- 2.4. Fees may be adjusted from time to time and shall become effective having given all parties 30 days written notice.

3. TERMS OF PAYMENT

- 3.1. Invoices will be issued every Friday for tutoring sessions that week.
- 3.2. Invoices must be paid within ten working days of the invoice being issued.
- 3.3. Invoices should be paid by BACS transfer.
- 3.4. Failure to pay two consecutive invoices in a timely manner will result in tuition being suspended until the account is in order.

4. CANCELLATION OF SESSIONS BY THE CLIENT/STUDENT

- 4.1. The Student may cancel tuition by giving at least 24 hours prior notice to the Tutor.
- 4.2. Lessons cancelled by the Student where 24 hours notice has been given will not incur a fee.
- 4.3. Lessons cancelled by the Student where 24 hours notice has NOT been given will be charged at the full rate.

5. CANCELLATION OF SESSIONS BY THE TUTOR

- 5.1. The Tutor may cancel tuition by giving at least 24 hours prior notice to all parties.
- 5.2. Lessons cancelled by the Tutor will not incur a fee.
- 5.3. In the case of an emergency the time constraint in paragraph 5.1 may be waived.

6. LATE ARRIVALS

- 6.1. Fees are calculated according to the times stipulated in the schedule and no adjustment shall be made for time lost because of late arrival by the Student.
- 6.2. Any lost time because of 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.

7. OBLIGATIONS OF THE TUTOR

- 7.1. The Tutor undertakes to do all preparation prior to lessons and to structure lessons in such a way as to optimise time to the benefit of the Student.
- 7.2. 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 Client to do so.
- 7.3. The Tutor shall not assign any of his/her duties or obligations under this tutoring contract to a third party without the written permission of the Client.
- 7.4. The Tutor shall at no time be required or obliged to execute homework or assignments on behalf of the Student.

8. OBLIGATIONS OF THE STUDENT

- 8.1. The Student undertakes to assist the Tutor in identifying problem areas in which the Student needs specific tutoring.
- 8.2. The Student agrees that assignments, exercises or homework form an integral part of tutoring and undertakes to complete such work in a timely manner.

- 8.3. The Student understands that it is not within the Tutor's remit to complete homework or classroom exercises on behalf of the Student and that the Tutor's role is one of support.

9. EQUIPMENT

- 9.1. The Tutor will provide an exercise book with 5mm squared paper for the Student to use during the tutoring sessions.
- 9.2. The Tutor will carry a small supply of stationery to be used during tutoring sessions. These include pencil, pen, ruler, protractor and compass.
- 9.3. Where the Student is over the age of 11 the Student must have a scientific calculator available for every tutoring session.

10. SCHEDULE

- 10.1. Upon booking the Client will be allocated a day and time slot.
- 10.2. Multiple slots can be booked where the Client deems this necessary and/or appropriate.
- 10.3. Tutoring sessions are one hour long.
- 10.4. Tutoring sessions recur weekly for a minimum of six weeks or fortnightly for a minimum of 12 weeks.
- 10.5. Tutoring sessions will continue through school holidays with the exception of Christmas Day.

11. LOCATION

- 11.1. Tutoring sessions take place at the Students home or online.
- 11.2. The Client must be on site where tutoring sessions take place in the home.

12. NO WARRANTIES

- 12.1. The Tutor makes no promises or warranties with regards to a Student's performance as a result of any tutoring provided.

13. STATUS OF THE TUTOR

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

14. TERMINATION

- 14.1. This tutoring contract may be terminated by either party at any time by giving the other parties 30 days prior written notice.

15. RELAXATION OF TERMS

- 15.1. 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.

16. WHOLE AGREEMENT

- 16.1. 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.
- 16.2. Any alteration to this agreement must be in writing and signed by all parties.

17. MINORS

- 17.1. Where the Student is a legal minor, 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.