



Swale Tutors Contract for Services

THE PARTIES TO THIS AGREEMENT ARE:

Swale Home Education TA: Swale Tutors- Providing a contractor for the services of:

Tuition:

Name of Tutor: Sarah Sewell

Name of Student: _____

Address: _____

Contact Number and Email: _____ (Hereinafter referred to as the "Student" "Parent/ Guardian")

Name of Parent/Guardian if Student is a minor: _____

Address: _____

Contact Number and Email: _____

Whereas the Tutor shall provide tutoring to the Student in the following subject/s:

at the following address:

FEES PAYABLE TO Swale Home Education Fees shall be calculated at a rate of (£30 per hour) Thirty Pounds per hour of tuition. 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 Student (30) thirty days written notice.

PAYMENT

Payment is not to be discussed with the Tutor this will be classed as a breach of contract and will incur the fee of £150 for breach of contract.

Payment shall be made immediately upon completion of a tutoring session.

OR

Payment shall be made weekly/monthly in advance to secure the weekly/ fortnightly slot



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Accepted methods of payment:

- () Cash
- () Cheque
- () Internet Transfer
- () Bank cards subject to fees

Name of person responsible for the payment of fees:

Please note you agree to pay all fees owed to Swale Home Education within 72 hours of the lesson finishing, failing to do so will incur additional fees see late payment terms.

SCHEDULE OF LESSONS

Tutoring shall commence on the Thursday of 02 June 2016 and thereafter at the following times:

Saturdays PM Time to suit.

Until written notice to cancel has been given

CANCELLATION OF LESSONS BY STUDENT

The Student may cancel tuition by giving at least 24 hours prior notice to the Tutor in which case no tuition fees will be incurred. Lessons not attended by the student without giving 24 hours prior notice to the Tutor shall be charged at the full rate.

OR

Fees are based upon the Student's undertaking to attend all lessons as stipulated in the schedule above and no discount or refunds shall be given in respect of lessons not attended by the Student.

CANCELLATION OF LESSONS BY TUTOR

The Tutor may cancel lessons by giving 24 hours prior notice to the Student 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

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.

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.



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OBLIGATIONS OF THE TUTOR

- * 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.
- * 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 not assign any of his/her duties or obligations under this tutoring contract to a third party without the written permission of the Student.
- * The Tutor shall at no time be required or obliged to execute homework or assignments on behalf of the Student.

OBLIGATIONS OF THE STUDENT

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

NO WARRANTIES

The Tutor makes no promises or warranties with regards to a Student's performance as a result of any tutoring provided. Including 11plus exams. We provide them with the right tools to shine.

STATUS OF THE TUTOR

It is expressly understood that the Tutor retains the services of the independent contractor and not as an employee. The Tutor is contracted by Swaletutors.co.uk which is part of Swale Home Education. Swale Home Education will provide the tutor with insurance through Tower gate PLC. The Tutor will not be approached or solicited to for independent work. After termination the tutor cannot re contract to the same student unless it is with Swaletutors.co.uk for at least 18months. If it is found that the tutor is working for the student within this period a £500 finder's fee will be billed to both tutor and student.

TERMINATION

This tutoring contract may be terminated by either party at any time by giving the other party (14) fourteen working days prior written notice.

Any less than the date shown above will be classed as a buyout clause which is the cost of any sessions booked between then and the date official written notice is given.

To terminate please email Info@swaletutors.co.uk re: Termination please include the students name. You will receive a response within 48hours.



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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.

MINORS

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.

Late Payments:

Late payment is seen as none payment for goods/ services taken known as here a service to the client through tuition. We deem a late payment is non-payment 72 hours after the session has finished unless you have written agreement by the office team to make weekly payments on a set date. If you fail to make payment with 72 hours any further tuition will be suspended and a process will be started to redeem any costs owed to the business. For each 30 days the debt is outstanding a further £10 will be added and if after 90days the debt is still outstanding a fee of £48 will be added to the bill and sold to Debt collections services ltd.

On signing this agreement I acknowledge the terms above and agree to terms of business.

Signed at _____ on this _____ day of _____ 20____.

The parent Guardian: _____

Signed at _____ on this _____ day of _____ 20____ on behalf of the Student who is a legal minor.