



MATH PLUS TUTORS

a unique learning experience
108 Mitton St. S., Sarnia, ON N7T 3C4
Phone: 519-542-1999

TUTORING SERVICE AGREEMENT

BETWEEN:

MATH PLUS TUTORING SERVICES (MPT) – a sole proprietorship validly registered in the Province of Ontario

-and-

STUDENT: ADDRESS: PHONE:

CLIENT/GUARANTOR: ADDRESS: PHONE

Terms Definition:

Student: refers to the person attending lessons and receiving tutoring pursuant to this agreement;

Client: May refer to the student if 18+ years of age, or the student's parent or guardian who agrees to assume the client's obligations contained in this agreement;

Guarantor: Refers to the person who assumes the client's payment obligations under this agreement if the student is 18+ and is unable to demonstrate sufficient financial responsibility to the satisfaction of MPT

Tutor: An employee affiliate with MPT.

WHEREAS MPT has agreed to provide tutoring services to the Student in the following subject/s:

at 108 Mitton Street South, Sarnia, ON N7T 3C4, OR ONLINE where available

MPT AND CLIENT/GUARANTOR AGREE AS FOLLOWS:

TUTORING FEES: Fees shall be fixed at the time of registration. Fees may be adjusted from time to time and shall become effective after having given the Client 14 (*fourteen*) days written notice, which may be delivered in person, by email or by mail to the client's address provided.

PAYMENT: *Invoicing will be done by the end of each month upon which payment is due immediately. Acceptable forms of payment are Cash, Personal Cheque, E-transfer and Credit Card. In the event of default, MPT will charge and the client/guarantor agrees to pay a surcharge on the outstanding bills calculated at 4.0% per month (26.8% per year) as liquidated damages not as a penalty. Please note that a non-refundable deposit of \$220 or \$260 (according to the hourly rate of service) is required prior to the commencement of sessions to guarantee the service. The said deposit will be used towards the client's first service invoice.*

SCHEDULE OF LESSONS Starting Date: End Date:
Frequency:

CANCELLATION OF LESSONS BY CLIENT/GUARANTOR: The Client/Guarantor may cancel a lesson by giving at least 24 hours prior notice to the office in which case no fees will be incurred. *In case of illness, cancellation notice is due by 9am of the day of session.* Lessons not attended by the student without giving a minimum of 24 hours prior notice to the office shall be charged at the full rate. Please see MPT Updated Cancellation & Rescheduling Policy.

CANCELLATION OF LESSONS BY MPT: MPT may cancel lessons by giving a minimum of *24 hours'* notice to the Client in which case no fees shall be incurred. Where a lesson was pre-paid, the MPT shall reschedule the appointment at a time agreeable to both parties, failing which the Client shall be refunded with a missed lesson fee.

LATE ARRIVAL OF STUDENT: 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.

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.

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.

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/Client undertakes to assist the Tutor in identifying problem areas in which the Student needs specific tutoring.

The Student/Client agrees that assignments, exercises or homework, **assigned during tutoring sessions**, form an integral part of tutoring and undertakes to complete such work in a timely manner.

TERMINATION: This tutoring contract may be terminated by either party at any time by *giving the other party 14 days prior written notice*. Any fees owing at the time of cancellation shall be due immediately.

CONFEDINTIALITY: Math Plus Tutors 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 (or by the Student, if the Student is 18) to do so.

NOTICE: Notice under this agreement may be given by email, effective the following business day after delivery, or by regular mail, effective 10 business days after date of post mark.

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.

Signed on this _____ day of _____, 202____.

MATH PLUS TUTORING SERVICES O/A MATH PLUS TUTORS

Per: Sahar Nasr

CLIENT

GUARANTOR (if applicable)
