



Web: [www.howardtutoring.com.au](http://www.howardtutoring.com.au)

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## TERMS AND CONDITIONS

This document serves as an agreement between Howard Tutoring and the “Customer”, i.e., the individual or group paying for the service. The “Tutor” refers to the individual providing the tutoring service, and the “Student” refers to the person or persons directly receiving the tutoring service. The Customer and the Student may be the same individual.

1. The Tutor will provide tutoring services in “Sessions”, where one Session equals a single one-hour time period. “A Visit” refers to the time spent by the Tutor with the Student at the location of the Customer’s choosing, and may include single or multiple Sessions.
2. The tutoring rate will be either as individual single Sessions at \$80 per Session, or as multiple-Session packages at a reduced rate per Session. This rate:
  - includes the cost of travel of the Tutor to the Student’s preferred location;
  - is independent of the number of Sessions per visit;
  - is independent on the number of individuals receiving the tutoring service.
3. If the Customer has purchased multiple Sessions ahead of time the Tutor will provide the agreed upon number of Sessions, after which time the Customer may purchase additional Sessions individually or as a package. This agreement will continue to be in effect for the additional Sessions unless the Customer requests that a new agreement be signed at the time that it takes effect.
4. The Tutor may **not** extend the cost of a Visit beyond that which has already been agreed upon beforehand between the Tutor and the Customer. The Tutor can, however, extend the time of a Visit at no extra cost at their discretion, if it is acceptable to the Customer and the Student. For example, if an agreed-upon single Session lasts for 70 minutes the Tutor may **not** charge for two Sessions, but may provide the extra 10 minutes for free at their discretion. The Tutor may also terminate the Session at 60 minutes and begin a new Session at a later time.
5. The Tutor may participate in up to four Sessions per Visit (e.g., a single two- or three-hour Visit). For Visits involving more than four Sessions (i.e., more than four hours) the Tutor may negotiate a new rate or a break period with the Customer ahead of time.
6. A Session may include any number of Students for the same rate per Session. While this reduces the cost per Student, it is understood that the amount of individual attention provided to each Student by the Tutor is likely to be reduced for a larger number of Students.
7. The Tutor will keep a record of the date, time, subject, and number of Students for each Session. This information will be made available to the Customer at any time upon request. Howard Tutoring will provide a receipt for each Visit.

## **AVAILABILITY**

8. It is the responsibility of the Student to make himself/herself/themselves available for the duration of the Session. If the Customer or Student concludes a Session before the hour has concluded, the full rate will be charged for that Session. The Tutor may **not** extend the cost of a Visit beyond that which has been agreed upon beforehand (see Item 4).
9. The Customer is free to increase the number of Sessions per visit beyond the agreed upon number, but the Tutor is free to refuse.

## **CANCELLATION**

10. Sessions can be cancelled six hours ahead of time by the Customer or Tutor at no charge. Cancellation can be achieved via phone call, text, or email, but requires acceptance (i.e., acknowledgment of receipt) by the Tutor and Customer.
11. If the Customer cancels a Session at a time less than the six-hour limit it is at the discretion of the Tutor as to whether the Session will be charged in full or in part.
12. If the Tutor cancels a Session at a time less than the six-hour limit the Customer can choose to cancel the Session for a full a refund of that Session, if paid in advance. Alternatively a new Session can be agreed upon.

## **COMMENTS, CONCERNS OR COMPLAINTS**

13. The Customer and Student are free to contact Howard Tutoring by email at enquiries@howardtutoring.com.au or by phone/text at 0423-22-0024 for any comments, concerns or complaints regarding the Tutor or the service.

## **TERMINATION OF AGREEMENT**

14. If the Customer is not satisfied with the service provided by the Tutor or by Howard Tutoring, they are free to cancel this agreement at any time with no further obligations by the Customer, the Student, Howard Tutoring, or the Tutor. Howard Tutoring may also terminate this agreement at any time for any reason. The Customer will receive a full refund for any services that have not been provided by that time.

## **AGREEMENT**

I agree with the terms and conditions described in this agreement. I understand that this agreement may be terminated at any time according to Item 14.

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Customer

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Date

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Tutor