THE PARTIES TO THIS AGREEMENT ARE:

Fabulous at Phonics! (Jane Mulqueeney)

Address: 1 Tollgreen Close, Hindley, Wigan WN2 2SW

Contact Number and Email: 07539 008293 fabulousatphonics@gmail.com

AND

Name of Student/Parent:

Address:

Contact Number and email: _____

Whereas Fabulous at Phonics! shall provide tutoring to the student in the following subject/s:

at the following address:

SCHEDULE OF LESSONS

FEES PAYABLE TO JANE MULQUEENEY

Fees shall be calculated at a rate of £_____ per hour of tutoring. No further fees shall be charged for preparation time of the tutor.

If applicable, travel fees shall be calculated at a rate of £______ for each return journey.

Fees may be adjusted from time to time and shall become effective after having given the student 30 days written notice.

PAYMENT

Payments may be made by Credit/Debit Card or PayPal (directly via the website) at the time of booking or cash prior to the start of the lesson.

All block booking payments must be received within 7 days after the raising of an invoice or at the time of booking if this is sooner. There might be late payment fees of 10% if received after 7 days.

Receipts will be emailed after payment has cleared according to the payment method used.



CANCELLATION OF LESSONS BY STUDENT

Any cancellations made within 24 hours of scheduled lessons require full payment unless due to an emergency or illness at the discretion of Fabulous at Phonics!

Cancelled sessions beyond the 24-hour period will not be charged.

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 BY THE 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.

LATE ARRIVAL BY THE TUTOR

Any lost time because of lesson delay or 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 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.

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 all student information confidential 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 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.

NO WARRANTIES

The tutor makes no promises or warranties with regards to a student's performance 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.

TERMINATION

This tutoring contract may be terminated by either party at any time by giving the other party 5 days prior written notice.

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.

This document is to confirm that the minor (any person under the age of 18) is authorised to receive tuition from Fabulous at Phonics!

I understand that in order to ensure my child's wellbeing, I (or another parent or legal guardian) must be contactable during any tutoring sessions. I agree that the student/parent information given is accurate and that Fabulous at Phonics! will be notified immediately in the event of any changes.

The Tutor Jane Mulqueeney on behalf of Fabulous at Phonics!:

Signature:
Date:

The Student/Parent:

Signature:
Date

Please contact Fabulous at Phonics! should you have any questions.

Thank you for your custom and I look forward to working with you.