

TUTORING CONTRACT

THE PARTIES TO THIS AGREEMENT ARE:

Name of Tutor nominated by SC Language Solutions: Sabrina Chisholm

Address: 7 Lewis Road, Elma Park, Edenvale, 1619

ID Number: 7103080239085

Contact number and email: 0762340386

sabrina@sclanguagesolutions.co.za

(Hereinafter referred to as the "Tutor")

Name of student: _____

Address: _____

ID Number: _____

Contact number and email: _____

(Hereinafter referred to as the "Student")

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

FEES PAYABLE TO SC LANGUAGE SOLUTIONS

A once off registration fee of R 300.00 (per student) applies.

Fees shall be calculated at a rate of (R _____) _____ Rand per hour of tutoring per student. No further fees shall be charged for 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.

A 5% (five percent) penalty fee will be levied against all late payments.

PAYMENT

Payment shall be made monthly in advance.

Accepted methods of payment

- (✓) Electronic Funds Transfer
- (✓) Cash (only when lessons take place at Head Office)
- (✓) Credit / Debit card (only when lessons take place at Head Office)

Name of person responsible for the payment of fees: _____

SCHEDULE OF LESSONS

Tutoring shall commence on the _____ day of _____ 20____
and thereafter at the following times:

CANCELLATION OF LESSONS BY STUDENT

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

CANCELLATION OF LESSONS BY TUTOR

The Tutor may cancel lessons by giving twenty-four (24) hours prior notice to the Student in which case no fee 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's account will be credited 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 lost time because of late arrival by the Student.

OBLIGATIONS OF THE TUTOR

- a. 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.
- b. 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, unless said Student is a legal minor.
- c. The Tutor shall not assign any of his / her duties or obligations under this tutoring contact to a third party without the written permission of the Student.
- d. The Tutor shall at no time be required or obliged to execute homework or assignments on behalf of the Student.

OBLIGATIONS OF THE STUDENT

- a. The Student undertakes to assist the Tutor in identifying problem areas in which the Student needs specific tutoring.
- b. 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 regarding 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 regarding income tax.

TERMINATION

This tutoring contract may be terminated by either party at any time by giving the other party (30) days' prior written notice.

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RELAXATION OF TERMS

No relaxation, indulgence or release by 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 whole understanding between the parties regarding the subject matter thereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Any alteration to the 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.

Signed at _____ on this _____ day of _____ 20_____

SC Language Solutions _____

Signed at _____ on this _____ day of _____ 20_____

The Student _____