



EXCEPTIONAL  
TUTORS

## **Terms & Conditions**

This agreement is hereby entered into between

**“Exceptional Tutors”**

(Hereinafter referred to as “the Agency”)

**and**

**“The Client”**

(Hereinafter referred to as “the Client”)

### **Introduction:**

Exceptional Tutor’s terms and conditions as outlined below will be applicable for any and all Tutor services conducted by the Agency namely, Exceptional Tutor’s to the client.

### **Agency’s Obligations:**

The Agency undertakes to use its skills and knowledge to assign a suitable tutor to the client/student.

### **Client’s Obligations:**

The Client agrees to pay the Agency the applicable package fee of the selected tutor package once the Agency’s obligations have been met and a suitable tutor has been assigned to the client. This fee is payable prior to the commencement of any formal tutor lessons.

**First Assessment Lesson:**

Exceptional Tutor's will send the tutor profile of the assigned tutor to the client prior to the first assessment lesson, the first assessment lesson is a free lesson whereby the tutor has the opportunity to meet with either the student or the client to ensure that the client is completely satisfied with the tutor prior to purchasing a package from Exceptional Tutor's followed by formal commencement of tutor lessons.

**Tutor Packages:**

The client understands that prior to the commencement of formal tutor lessons the selected tutor package is payable in full, should Exceptional Tutor's not receive the applicable package payment, the client understands that the tutor will under no circumstance be allowed to commence with formal tutor lessons until such a date that payment has been received.

The purchased tutor lessons will remain valid for a period of (6) six months from date of payment receipt for the selected tutor package, should the purchased lessons not be used during this time period, the remainder lessons will become null and void.

**Additional Tutor Packages:**

The client will be notified when the tutor package is nearly completed when there are (3) three or less remaining lessons of the purchased tutor package, this will be done in order to avoid a time lag between tutor lessons, should the client wish to purchase an additional tutor package, the package price will be payable prior to the tutor commencing with new tutor lessons.

**Payment Terms:**

The client understands that the selected tutor package is payable prior to the tutor formally commencing with lessons.

Should formal tutor lessons only be required at a future start date, the selected tutor package is payable within (5) five working days from date of invoice in order to secure the specific tutor.

**Late/Cancellation Lessons:**

Late arrival of the student or Cancellation of a scheduled Tutor lesson will be deducted off the remaining tutor lessons and will be reimbursed to the tutor.

The Tutor/Agency needs to be notified of Cancellation of lessons at least 24 hours prior to the scheduled lesson in order to avoid the lesson being chargeable.

**Tutor Log Sheets:**

The student/parent/guardian will be required to sign the tutor's log sheet after each completed tutor lesson in order to monitor the number of lessons completed and the remaining tutor lessons of the purchased package.

**Replacement Tutors:**

Should the assigned tutor be unable to fulfill his/her duties or should the client not be completely satisfied with the tutor, Exceptional Tutor's will assign a replacement tutor to the client in order to conduct any remaining and/or future purchased tutor lessons.

**Refunds:**

Should the client no longer require the services of Exceptional Tutor's, the remaining tutor lessons of the applicable purchased package will be refunded at 75% of the value of the remaining tutor lessons, this will be reimbursed to the client within (7) seven working days from date of notification of this refund.

**Information, Damages and Indemnity:**

The Agency disclaims any and all liability for any loss, damage, costs or expenses suffered by the Client, directly or indirectly, arising from the assigned tutor whilst carrying out his/her duties to the Client.

Exceptional Tutor's is not responsible for losses or damages suffered by either the Tutor or the Client.

In assigning a tutor candidate, The Agency has relied on the information supplied by the Tutor, and the information obtained from references supplied by the Tutor, The Agency has relied on such information in good faith and has passed on such information to the Client in good faith.

**Privacy Policy:**

The Agency hereby undertakes to treat all information supplied by the Client as confidential and shall not pass such information on to any third party.

The Client hereby undertakes to treat all information supplied by The Agency about a Tutor as confidential and not to pass such information on to any third party, unless required to do so in order for the Tutor to carry out his or her duties to the Client.

The Client understands that in order to make an appointment, or request of service, the Client must always first contact The Agency before speaking to any Tutor prior to commencement of formal lessons.

**Loss and Damages:**

In the event that the Candidate suffers any loss, injury or damage arising out of her duties to the Client, the Client hereby indemnifies The Agency in respect of any claims made against The Agency as a result of such loss, injury or damage by the Tutor or by any other person.

**Restraint:**

The Client declares that the Client is not an agency and is using this service in a personal capacity only, for the service specified in this contract. Should the Client use this service, the Client agrees that, should a tutor introduced to the Client by Exceptional Tutor's, enter into any employment relationship whatsoever, directly or indirectly, notwithstanding that such employment would exclude Exceptional Tutor's from receiving the applicable tutor package cost, Exceptional Tutor's shall be entitled to fine the Client a sum of R5,000 and any legal costs incurred by Tutor's when collecting this fee.

The Client understands that by agreeing to these terms and conditions the Client may not employ any friends or relatives of the Tutor/s sent to them by Exceptional Tutor's unless the Agency is informed thereof and the applicable tutor package is paid to Exceptional Tutor's for this service.

Clients that employ the above mentioned people without informing the Agency thereof and therefore do not pay the tutor package payable to the Agency will be fined to an amount of R5,000 and any legal fees incurred by Exceptional Tutor's when collecting this fee.

Should any Tutor introduced to the Client not be appointed and subsequently, within 12 months of said introduction, be appointed, by the client, the client will remain liable for the tutor package.

**General:**

This document embodies the whole agreement between Exceptional Tutor's and the Client.

No variation, amendment, modification, deletion or addition to these terms and conditions shall be valid unless in writing, agreed to and signed by both the Client and Exceptional Tutor's.

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I, the undersigned hereby acknowledge that I have read through and agree with the terms and conditions as set out above