

Hope for Global English, SPC Terms of Agreement



Policies

Last Updated 10/01/2021

ATTENDANCE

Attendance is recorded daily. We use spreadsheets to record attendance. Students can check their attendance by asking their tutor.

Students must attend class for the agreed upon hours per week to maintain good standing and to make progress with their English Language Learning.

If Student misses more than 50% of classes in any term, s/he/they can face dismissal from Hope for Global English, SPC.

Prior notice of Medical or emergency absences when approved can keep Student in good standing.

LATE ARRIVAL Such notice must be done during our administrative hours via phone or SMS (text message).

If a Student is late 15 minutes or less to class, s/he/they will be considered tardy (late); three tardies, equal one absence hour. Student (s) will be charged for that hour per contracted hourly amount as agreed upon.

If a Student is 16 minutes or more late to class, one lesson absence will be marked and the Student will be charged for that lesson at the rate per contracted hourly amount as agreed upon.

Instructors have the option of locking virtual meeting door or in person classroom door at the start of the hour so be sure to come to class on time.

If a Student leaves early, this will affect his/her/they attendance.

If a Student leaves in the middle of class for an extended period of time, this will affect his/her/they attendance as well.

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 (s). Students who arrive late will only be tutored for the remainder of the scheduled session. There will be no prolonged sessions.

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.

OBLIGATIONS

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 to be prepared for every session by having all materials, utensils, homework, etc. ready and available in the designated tutoring location prior to the Tutor arriving.
- The Student agrees that assignments, exercises or homework form an integral part of tutoring and undertakes to complete such work timely.

OBLIGATIONS OF THE PARENT/GUARDIAN

- The parent/guardian undertakes to be responsible for the Student's conduct and character during the tutoring sessions including promptness, respectful behavior, and staying on task.
- The parent/guardian is responsible for initiating any communication with the tutor.
- The parent/guardian is responsible for getting the Student to the session on time and for picking up the Student promptly as soon as the session has ended.
- The parent/guardian agrees to ensure that the Student has completed all work assigned by the tutor within the timeframe given.

CANCELLATIONS

CANCELLATION OF LESSONS BY CLIENT/STUDENT Such notice must be done during our administrative hours via phone or SMS (text message).

The Client/Student may cancel tuition/lessons by giving at least 24 hours prior notice to the Tutor in which case no tuition fees will be incurred. Lessons not attended by the Student without giving 24 hours prior notice to the Tutor shall be charged at the full rate.

Fees are based upon the Student's undertaking to attend all lessons as stipulated in the schedule above and no discount or refunds shall be given in respect of lessons not attended by the Student.

CANCELLATION OF LESSONS BY TUTOR Such notice must be done during our administrative hours via phone or SMS (text message).

The Tutor may cancel lessons by giving 24 hours prior notice to the Client/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 Client/Student shall be refunded with such a missed lesson fee.

All sessions are to be completed within the scheduled time-frame in accordance with the 1st day sessions began. If sessions are cancelled on the part of the tutor, a makeup session must be arranged within 7 days or those missed hours will be lost.

Because the nature of the tutoring sessions is to improve academic performance it is pertinent that the Student attends regularly and on time. If there are 3 or more cancellations, no-shows, or tardiness in any 2-month time frame, the client will be charged a **\$35 Convenience Fee** for each 2-month occurrence.

INCLEMENT WEATHER

In the event of inclement weather (snow, sleet, hail, flooding, tornado, hurricane, severe thunderstorm) we will leave it up to the discretion of the Client/Student and the Tutor as to whether or not a lesson will be held. All clients have the option to use online tutoring as an option in lieu of cancellation due to inclement weather. Please communicate with your tutor on lesson days when there is inclement weather. The Tutor shall reschedule the appointment at a time agreeable to both parties, should lessons be cancelled due to inclement weather.

WARRANTIES

NO WARRANTIES

While we endeavor to provide the best educational services possible, the Tutor makes no promises or warranties with regards to a Student's performance as a result of any tutoring provided. In no event shall our obligations, expressed or implied, to any customer or site user, exceed those obligations specifically noted herein.

NO-SHOW POLICY

Students who are not present at the pre-determined location when Tutor arrives or who are more than **15** minutes late are considered **no-shows**. If the Student is a no-show, he or she is still responsible for payment for the tutoring session. No discount or refunds shall be given in respect of lessons not attended by the Student.

PET POLICY

If there are pets located in the designated tutoring location, please make sure that they are placed in an area so as not to disturb the tutoring sessions.

PAYMENT POLICY

Payment shall be made before the start of a tutoring sessions OR Payment shall be made weekly/monthly in advance.

***Must complete an ACH or credit card authorization form for monies to be automatically paid monthly**

REFUND POLICY

Please be aware that we have a **No Refund Policy** for all services. Refund requests, including, but not limited to, those made by Students who cannot attend or use services, regardless of the Student's reason(s), and regardless of whether the Student provides us with advance notice, will not be honored. Should you choose to cancel a prepaid *Learning Package* after attending your first session, you will be billed for the remaining amount of the Tutoring Package price. Exceptions may be made only in cases in which a Student cannot attend due to serious illness or the death of an immediate member of the Student's family. In these cases, official documentation may be required.

TERMINATION TERMS

This tutoring agreement may be terminated/changed by either party at any time by giving the other party (10) ten days prior written notice. If Tutor terminates the agreement, a refund may be given based on a pro-rated balance owed (if a balance is owed). If Student changes the ***Learning Package***, the original length of the agreement begins again.

Confidentiality and Non-Disclosure Agreement for Hope for Global English Tutor Applicants:

Hope for Global English, SPC agrees to hold in confidence and keep confidential any and all confidential information that I receive from the Company, the Company's customers, and prospective customers (including students, learners, institutions, companies, and other entities).

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Hope for Global English, SPC agrees to not disclose any confidential information to any third party (including other applicants, potential applicants or independent contractors, or the general public) and agrees to not use such information for any purpose except to assist any student during a tutoring session.

Confidential information includes:

- Any information, idea or concept, in any form (tangible or intangible), whether disclosed to me or learned by me concerning students, patrons, teachers, learners, employees, and other applicants, independent contractors, or guests using the service including but not limited to information concerning their age, sex, sexual orientation, religious affiliation, ethnicity, national origin, ancestry, disability, or other personally identifiable information;
- All information of a competitively sensitive nature, including trade secrets or confidential or proprietary information of any sort, including, without limitation, information relating to subject exams and subject exam questions, writing sample questions, products, processes, policies and procedures, designs, formulas, developmental or experimental work, computer programs, databases, or other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company; and
- Confidential information also includes all information concerning Company policies, strategies, finances, pricing, legal documents, pay rates, use of independent contractors, and the nature of relationships between corporate management and its service providers, customers, and end users - including the specific questions such users ask while using the Company's services. For the purposes of this Agreement, the term "keep confidential" includes sharing confidential information verbally, in written form or posting information on the web.

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.

SIGNATURE BLOCK FOLLOWS

AGREEMENT SIGNATURE SECTION

Congratulations on becoming an English Learning Student or parent of an advancing Student. This contract explains the importance of being a good student both in and out of the classroom. This code of conduct can dramatically improve the quality of a student’s experience and improve the quality of our programs and the well-being of all parties involved. Your signature means that you have received the Agreement and understand what the rules are.

Student (Print)

Student (Signature)

Parent/Guardian (Print)

Parent/Guardian (Signature)

Date

Hope for Global English, SPC
Susanna Hope Sturrock, President

Date