**Ten out of Ten Tutoring**

**Terms and Conditions**

**1. Payment**. The Student agrees to pay Ten out of Ten Tutoring the agreed upon package or hourly rate for tutoring services. The Student understands that he/she will be charged for time in one-hour increments. The Student will pay his/her bill online via the Ten out of Ten Tutoring Invoice using PayPal or credit card.

2. **Cancellation**. If the Student cancels a session on less than 24 hours’ notice, the Student will be billed for that session. The Student may cancel a session up to one hour before the scheduled time for reasons of a family emergency or sickness and apply any pre‐payment to a future session. Lessons not attended for any other reason by the student without giving 24 hours prior notice to the Tutor shall be charged at the full rate. If the Tutor cancels a session for any reason and at any time more than 24 hours prior to the start of the session, we will arrange a future session that the Tutor and Student agree upon.

3. **Location**.  For in-person tutoring services, the student and tutor will agree upon a mutually convenient public place for tutoring services.

4. **Obligations of the Student**. The Student will provide information to the Tutor to assess and identify subject areas that the Student requires specific tutoring. The Student agrees to provide their own materials as needed for each tutoring session (i.e., notebook, writing instruments, computer, etc.). The Student agrees that assignments, exercises or homework form an integral part of tutoring and undertakes to complete such work thoroughly and promptly.

6. **Scheduling Time**. All bookings must be done through TenOutOfTenTutoring.com. It is the Client’s responsibility to make sure the schedule is accurate.

7. **No Guarantees or Warranties**. The Student understands that Ten out of Ten Tutoring does not guarantee any specific outcomes as a result of tutoring. We will provide a tutor to help the student succeed. The rest depends on the student.

8. **Waiver of Negligence**. The Student waives any negligence on the part of Ten out of Ten Tutoring regarding the hiring or supervision of the Tutor, or the Tutor’s actual conduct.

9. **Limitation of Liability.** In the event of litigation, Ten out of Ten Tutoring’s total liability shall not exceed the amount of money Student paid Ten out of Ten Tutoring for services rendered.

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

11. **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.

12. **Merger Clause**. This contract represents the complete agreement between the Student and Ten out of Ten Tutoring. It can only be modified in writing. The website is not part of the contract.

**I acknowledge that I have read the Contract and understand its terms and conditions. By clicking submit, I am signing this Contract on my own free will and agree to be obligated under its terms.**