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TO A ST

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**THIS AGREEMENT** is dated

day of

**BETWEEN:**

- (1) The Tutor, whose name is \_\_\_\_\_ of <<Address>> (referred to below as “I” or “Me”); and
- (2) <<Name of Parent/Guardian>> of age of 18>> of <<Address>> who is the Parent or Guardian (referred to below as “You”) of the Student whose name is <<Name of Student>> (under 18>>

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

**“Business”**

any trade, craft, or profession carried on by any person/organisation;

**“Consumer”**

the individual as defined by the Consumer Protection Act 2008 in relation to this Agreement as the Parent/Guardian of the Student who receives services from Me comprising one or more Tuition Sessions for the individual Student’s purposes wholly or mainly outside of business;

**“Fee”**

the charge for each Tuition Session including any necessary travelling time to Your Premises from the date of this Agreement is including any VAT chargeable;

**“I/Me/My”**

the person whose name is set out above and whose business and contact address is also set out above;

**“My Premises”**

the premises at My above address where I conduct Tuition Sessions to the Student but in Clause 1.1 “My Premises” as defined in the Consumer Protection Act 2008;

**“Parent/Guardian”**

the Parent or Guardian of the Student;

**“Regulations”**

the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

**“Student”**

the named individual under the age of 18 who is to receive Tuition Sessions;

**“the Subject/s”**

the name of school subject/s to be taught;

**“Tuition Session”**

one or more Tuition Sessions for a period of <<insert number>> minutes (or any other period that I may specify) for one or more particular Tuition Sessions for the Student in the Subject;

**“You/Your”**

the Parent or Guardian; and

## **“Your Premises”**

- 1.2 Unless the context requires otherwise, the following shall have the meaning ascribed to them by reference in this Agreement to:
  - 1.2.1 “this Agreement” means this Agreement; [and]
  - 1.2.2 a “Clause or sub-Clause of this Agreement” means any Clause or sub-Clause of this Agreement;
  - 1.2.3 [the Schedule of this Agreement] means the Schedule of this Agreement and it will form part of this Agreement.
- 1.3 The headings used herein are for convenience only and shall not affect the interpretation of the provisions herein.
- 1.4 Words signifying the singular shall include the plural and vice versa; and
- 1.5 References to any gender shall include the other gender.

## **2. Booking, Timing and Cancellation**

- 2.1 Any time/date slot for Tuition Sessions booked by You shall be subject to availability. I will advise You of any date/time slot that is not available. Once booked, it becomes a firm booking as follows.
- 2.2 If You ask to book a particular date/time slot for Tuition Sessions, I will be Your offer to book that particular date/time slot. My confirmation of it but it will only become a binding contract in accordance with the following terms.
- 2.3 If and when I accept Your offer to book a particular Tuition Session for it/them, there will be a binding contract between us except as follows.
- 2.4 If I specifically agree to book Tuition Sessions to be booked for at the beginning of a particular time I accept a booking for it from the time that I accept Your offer.
- 2.5 Unless I agree otherwise, a Tuition Session must be booked as part of a regular series of Tuition Sessions. The series will be for <<insert number, typically 10 but it may be more or less>> sessions where a new student attends one or more sessions of Tuition. The number of sessions takes account of the length of a school day, time, and location. I will advise You of available time slots. You offer to book them. [Discounts are available for pre-paid Tuition Sessions – for details see the Terms and Conditions.]
- 2.6 During the period of a Tuition Session, booking may be made either before, after, or during the Tuition Session. The additional series may begin (with or without a break) at any time after the end of the Tuition Session. One or more further subsequent

address in the case of any Tuition Session booked by You I am to provide for the address.

reference in this Agreement to:

s Agreement; [and]

nance to a Clause or sub-Clause of

his Agreement and it will form part

or convenience only and shall not

include the plural and vice versa;

other gender.

## **essions, and Consumer Rights**

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series of Tuition Sessions for any particular date/time slot. My confirmation of it but it will only become a binding contract in accordance with the following terms.

age] [email] [letter]) Your offer to book a particular Tuition Session for it/them, there will be a binding contract between us except as follows.

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2.7 Where the Student receives any tuition from Me in the Subject, I may agree to offer a Tuition Session as a trial so that the Student can decide whether to continue with Tuition Sessions with Me in that Subject;

2.8 Where You pay for Tuition Sessions in advance, but You do not attend any of them, You must subsequently book a time/date for a Tuition Session within the <<insert period e.g. 10>> week period after the last Tuition Session paid for by You. Any Tuition Session time/date falling within that <<insert period e.g. 10>> week period cannot be taken and the fee for it will be lost, and I will use the fee for it which falls within that <<insert period e.g. 10>> week period.

2.9 When You book and pay for Tuition Sessions in advance, I will be entitled to keep the fee for them as set out in sub-Clauses 2.11 or 2.12 below if You do not give me such prior notice as set out in the following paragraph.

2.10 If the Student arrives for a Tuition Session later than its scheduled start time at Your Premises the Student will not be entitled to extend the length of the Tuition Session unless I specifically agree to do so at the time.

2.11 I may treat a Tuition Session as cancelled by You if You arrive (or is not ready to start) more than [5] minutes after the scheduled start time of the Tuition Session or You arrive more than [5] minutes after the scheduled start time of the Tuition Session and does not attend at all. If I treat the Tuition Session as cancelled, I may then (but I am not obliged to) give You the fee for that time and date as a charge for that cancelled Tuition Session. Clause 2.12 below will then apply.

2.12 **EITHER**

[You may for any reason cancel a Tuition Session (whether or not it is part of a series) without charge if You give me at least [<<insert period e.g. 1,2,3,4,5 weeks>>] prior notice. In that event: either I will refund the fee for that Tuition Session or, if when I receive such notice I am able to and I accept that requested substitute Tuition Session on a date within the <<insert period e.g. 1,2,3,4>> week period after the date of the cancelled Tuition Session and I am able to and I accept that requested substitute Tuition Session, I will instead charge You the fee for that Tuition Session.

If You do not give me such notice as set out in Clause 2.12>> prior notice, I will be entitled to charge You for any net financial loss that I suffer as a result of the cancellation but that charge will be limited to the amount of the fee for that Tuition Session. I will be entitled to deduct that charge from the Fee You paid in advance for the Tuition Session and I will refund the balance to You.]

**OR**

received any tuition from Me in the Tuition Session as a trial so that the Student can decide whether to continue with Tuition Sessions with Me in that Subject;

ons in advance, but You do not at any of them, You must subsequently book a time/date for a Tuition Session within the <<insert period e.g. 10>> week period after the last Tuition Session paid for by You. Any Tuition Session time/date falling within that <<insert period e.g. 10>> week period cannot be taken and the fee for it will be lost, and I will use the fee for it which falls within that <<insert period e.g. 10>> week period.

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[Once a Tuition Session is booked, I will not refund the Fee for that Tuition Session unless the date booked is at least <<insert number>> weeks after the date of booking. If You cancel a Tuition Session for any reason, then I will refund to You the Fee for that Tuition Session of the cancellation, less the Fee for that Tuition Session, as in line two above. I will be entitled to charge You for any net financial loss I incur as a result of Your cancellation but that charge will be limited to the amount of the Fee for that Tuition Session. I will be entitled to deduct the amount of the Fee for that Tuition Session from the Fee for that Tuition Session and I will not refund the Fee for that Tuition Session to You.]

Calculation of net financial loss for a Tuition Session will be based on the amount of the Fee for that Tuition Session incurred or saved by me as a result of Your cancellation.

2.13 If, due to exceptional circumstances, including but not limited to, illness, accidents and bereavement, the Student misses a Tuition Session or I find that the Student is unable to attend, I will refund to You the Fee for that Tuition Session if You cancel a Tuition Session for any reason, e.g. the same period of time as the Tuition Session, or I will consider the circumstances and I will decide whether to waive any charge for late cancellation. I will not be obliged to agree to waive such a charge on any other occasions, I will not be obliged to do so on any other occasions are the same.

2.14 I may cancel a booked Tuition Session at any time before its time/date slot in the following circumstances:

2.14.1 I am not available to attend the Tuition Session on the date and at the time relevant, to the extent that I am concerned that I will not be able to attend.

2.14.2 An event of force majeure, as defined in Clause 1 above, occurs and continues for more than 48 hours before the Tuition Session.

2.14.3 I find that the Student is unable to attend the Tuition Session.

If I cancel a Tuition Session, I will refund to You the Fee for that Tuition Session in full the payment for that Tuition Session when I cancel You. If I cancel a Tuition Session in My discretion I decide whether to refund to You the Fee for that Tuition Session or I will instead keep the Fee for that Tuition Session.

2.15 I will use all reasonable endeavours to start each Tuition Session at its scheduled start time. If a Tuition Session is delayed by overrun of a previous Tuition Session or by a delay to the start of a Tuition Session, I will refund to You the Fee for that Tuition Session if a delay to the start is at least <<insert time period>> hours. If at any time before or after the Tuition Session I notify You that there will be a delay of <<insert time period>> hours, I will refund to You the Fee for that Tuition Session and I will refund to You the Fee for that Tuition Session unless I agree to any request from You to rebook that Tuition Session in which case I will refund to You the Fee for that Tuition Session and I will instead keep the Fee for that Tuition Session.

2.16 I may immediately terminate a Tuition Session if the Student's conduct is in breach of this Agreement. If I terminate a Tuition Session, I will refund to You the Fee for that Tuition Session if it amounts to Your breach of this Agreement. You will not be entitled to book further Tuition Sessions but not completed Tuition Sessions. I may cancel any or all of them at any time or within 48 hours after that time. I will refund to You the Fees for the remaining Tuition Sessions which I cancel.

may not cancel it without charge. If a Tuition Session is at least <<insert number>> weeks after the date of booking, I will refund to You the Fee for that Tuition Session if You cancel a Tuition Session for any reason, e.g. the same period of time as the Tuition Session, or I will consider the circumstances and I will decide whether to waive any charge for late cancellation. I will not be obliged to agree to waive such a charge on any other occasions, I will not be obliged to do so on any other occasions are the same.

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2.14.2 An event of force majeure, as defined in Clause 1 above, occurs and continues for more than 48 hours before the Tuition Session.

2.14.3 I find that the Student is unable to attend the Tuition Session.

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2.17 Where the contract Regulations give You be in addition to the 2. You may for any period after I accept Session on a date I have expressly required day period and I do and You must pay to cancel any other Tuition that a booking be confirmed You. If You cancel before I have made any payment to You within 14 days of the Tuition Session(s) to

### 3. Fees and Payment

3.1 You must pay the provide to the Stud

3.2 [If at any one time Sessions in advance the standard Fee Sessions, i.e. the amount which is e.g.

**3.3** The amount of start-up costs shall be determined by the Club's attempt to give You as much of the start-up costs as possible without any event not less than 60 days prior to the bookings made after the first Sessions previously scheduled.

### 3.4 You may pay Me for

### 3.4.1 <<Insert me

### 3.4.2 <<Insert Me

### 3.4.3 <<Insert me

### 3.4.4 <<Insert me

### 3.4.5 <<Insert Ad

3.5 All prices of Tuition time to time are in Tuition Sessions.

#### 4. Eligibility to require provision of services

4.1 I will only make Tu  
"Consumer" (as de  
Agreement will be  
"Consumer" in con

4.2 If at any time I find  
You cancel this Ag  
You will not then  
Sessions to the Stu  
any Tuition Session  
those Tuition Sessi

not made on My Premises, the  
his sub-Clause 2.17, and they will  
the above provisions of this Clause  
Tuition Session during the 14 day  
the booking includes any Tuition  
of that 14 day period, and if You  
by such Tuition Session in that 14  
el that requested Tuition Session  
with Clause 3, and You may only  
d by that booking. If You request  
firm this in any way convenient to  
ause 2.17, and You have already  
g, I will refund the payment(s) to  
lation less the amount due for the  
s covered by that booking.

essions that I fully and correctly

number, e.g. 4>> or more Tuition  
of a longer series), I will discount  
10>% for each of those Tuition  
on Session will only be <<insert  
ee>.]

change from time to time but I will be responsible of any such changes, and in any case, any increase will only apply to the Tuition Fee; it will not apply to any other fees.

any of the following methods:

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card>>;
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File Transfer>>

Agreement or notified to You from  
argeable on amounts payable for

**ns under this Agreement**

to the Student where You are a  
(above), and Your signature of this  
confirmation that You will be a  
(above) by You for any Tuition Session.

consumer”, I may without liability to  
 ing You a cancellation notice and  
 le to provide any further Tuition  
 ch cancellation You have paid for  
 en, I will refund You the Fees for

## 5. Miscellaneous

The following, amongst others, are included in the Schedule:

- 5.1 Attendance;
- 5.2 Punctuality;
- 5.3 Provision of items brought to the Session;
- 5.4 Homework Assignments;
- 5.5 My commitment, and the minimum and maximum tuition to be provided on any day;
- 5.6 Parent/Guardian's involvement;
- 5.7 Examination entries.

## 6. Health and Safety [and] Premises [and DBS]

- 6.1 You give Me permission to visit Your Premises.
- 6.2 Where a Tuition Session takes place at Your Premises, the Student must either be accompanied by a responsible adult nominated by You, or You must be contactable by mobile phone for the duration of each Tuition Session. When a Tuition Session takes place at Your Premises, You or another responsible adult must be present at Your Premises throughout the Tuition Session.
- 6.3 I will not be responsible for the safety of any minor at My or Your Premises other than the Student.
- 6.4 In the interests of the Student, You must inform Me before he/she attends any Tuition Session of any medical or other condition affecting the Student which might affect his/her participation in relation to that Tuition Session.
- 6.5 If You do not tell Me of any condition referred to in sub-clause 6.4 that I should be aware of, I reserve the right to refuse to provide that or the Tuition Session or any other Tuition Session booked at Your Premises as cancelled by You without notice, in which case You will be in charge of the Tuition Session (or Sessions) and clause 2.12 above will then apply.
- 6.6 I will [on request] provide evidence to confirm that I book any Tuition Sessions:
  - 6.6.1 At least [to the extent of my knowledge] as to My knowledge of, and ability and willingness to, provide the Tuition Session; and
  - 6.6.2 Evidence to confirm that I hold the following qualification/s: <<BA, MSc, PhD etc>> from <<name of University or other institution>>, [a teaching certificate from the Department of Education, Secondary Schools in England & Wales] [and/or a relevant professional qualification/s and membership of a relevant professional body/ies/institute/s: <<insert details>>].
- 6.7 As a private individual, I am unable to obtain a Disclosure & Barrin for You [but I [will] [am able to] arrange for <<Name of organisation>> a DBS umbrella organisation to carry out a DBS check on my behalf [if You request it] [and I will do so] before the first Tuition Session.

## 7. Rules

- 7.1 I do not permit either the Student or any responsible adult accompanying the Student to:
- 7.1.1 smoke any
  - 7.1.2 be accompanied by any child, or, except as stated in Clause 6, by
  - 7.1.3 bring any animal with the exception of guide dogs. If the Student has a guide dog, You should inform Me of that before the Tuition Session.
- 7.2 Students are not to use mobile phones in Tuition Sessions except for any audio/video recording. A mobile phone may be used specifically to record a Tuition Session.
- 7.3 You and the Student are not to photocopy or make photocopies of any text books or other materials unless I agree. Copying any materials produced by Me without My permission is prohibited.
- 7.4 If You or the Student breach any of these requirements, I may cancel the Tuition Session and I may refuse to pay any refund or other amount.

## 8. Events Beyond My Reasonable Control

- 8.1 I will not be liable for My failure to perform My obligations under this Agreement resulting from events beyond My reasonable control, including illness, late delivery of materials, non-performance by suppliers, any action taken by a public authority, act of god, or any other similar or dissimilar event that is beyond My control.
- 8.2 If any event described in 8.1 occurs that is likely to adversely affect My performance under the contract, I will try to inform You as soon as is practicable. My obligations will be suspended and extended accordingly. I will inform You when that event occurs and details of any new dates, times or availability of Tuition Sessions. You may, without liability to Me, cancel any Tuition Session(s) that are to take place due to that event, and I will refund in full the Tuition fee paid to Me for the cancelled Tuition Session(s).

## 9. Limitation of Liability

- 9.1 I will be responsible for any loss or damage that You or the Student may suffer as a result of this Agreement or as a result of My negligence, except insofar as it is foreseeable if it is an obvious consequence of My negligence or if it is contemplated by You and Me when My contract is made. I will not be responsible for any loss or damage that is not reasonably foreseeable.
- 9.2 I provide all Tuition Sessions for personal and private use/purposes. I will not be liable to You for any loss of profit, loss of business, or loss of business opportunity.
- 9.3 Whilst I will use My best endeavours to ensure that the Student makes satisfactory progress, I cannot ensure that the Student makes satisfactory progress. The progress of a student to student depending on various factors, including the student's number and frequency of Tuition Sessions, homework, and the student's aptitude for the subject, or completed by the Student, and progress cannot be guaranteed, and I make no warranty that any particular result will be brought about.



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about (including part in any Tuition assignments as a progress.

9.4 If You or the Student not undertake to keep loss or damage will loss or damage is responsible for any belongings caused where You or the Student that I suggest or ask bring any valuable

9.5 If a Tuition Session Your Premises, or household effects them will be at Your damage is due to a

9.6 Nothing in this Agreement death or personal misrepresentation.

9.7 Furthermore, if You 2015, or You and the consumer protection will exclude, limit, obligations to You or My liability to You

9.7.1 the Consumer

9.7.2 the Regulation

9.7.3 the Consumer

9.7.4 any other co

as that legislation is

For more details of local Citizens' Advice

## 10. Changes to Terms and Conditions

I may from time to time change the conditions of this Agreement without giving You notice, but I will be reasonably possible of a

## 11. How I use Your and the Student's Information

I will only use Your personal information from <<insert location(s)>>

as a result of the Student taking particular, carrying out homework prerequisite of making satisfactory

belongings on to My Premises, I do not undertake to keep any storage place for them. Their loss or damage is the Student's own risk except where such loss or damage is caused by a negligent act by Me. I will not be responsible for any loss or damage to Your or the Student's personal belongings or effects brought to My Premises even if they are left in any place at My premises. I will advise You and the Student not to bring any valuable

My Premises, I do not undertake to keep another's personal belongings or effects brought to My Premises or secure. Loss of or damage to another's personal belongings is their own risk except where such loss or damage is caused by a negligent act by Me.

I will exclude or limit My liability for negligence or for fraud or fraudulent misrepresentation.

defined by the Consumer Rights Act 2015, or You and the Student for the purposes of any other provisions of this Agreement is intended to or does not affect any of My duties or obligations to You or the Student's rights or remedies,

or  
information,  
me.

For more details of your legal rights, please refer to Your local Citizens' Advice Bureau or Standard Office.

## 12. Assignment

conditions of this Agreement without giving You notice, but I will be reasonably possible of a

## 13. Information (Data Protection)

I will only use Your personal information from <<insert location(s)>> as set out in My Privacy Notice [available in the Appendix Schedule].

## 12. Regulations

I am required by the Regulations to make certain information available to You as a Consumer (i.e. before I make a booking) except where it is already apparent from the context of the transaction. I have included this information in this Agreement for You to see now, or I will include it before I accept Your request to make a booking. All of that information required by the Regulations, be part of the terms of My contract with You.

## 13. Information

As required by the Regulations, I will provide the following information:

13.1 all of the information I am required to provide by the Regulations; and

13.2 any other information I have about any Tuition Sessions or Me, which I will take into account when deciding to make a booking, including information about Tuition Sessions, My business, and My contact details.

All of the information provided to You will be part of the terms of My contract with You as a Consumer.

## 14. Complaints

I always welcome feedback and I will make every endeavour to ensure that Your experience as My customer is a positive one. If You or the Student have any cause for complaint about any Tuition Session/My business, please contact Me by speaking to me directly. E.g. Phone, Email or Post.

However, if I do not respond to Your complaint, I will always use all reasonable endeavours to ensure that Your experience as My customer is a positive one. I will also try to hear from You if You or the Student have any complaint about Me, please raise the matter with Me by speaking to me directly. E.g. Phone, Email or Post.

## 15. No Waiver

No failure or delay by Me in exercising any rights under this Agreement or My failure to enforce any provision of this Agreement means that I or You have waived any breach of the same or any subsequent breach of the same or any other provision of this Agreement.

Neither My failure to enforce any provision of this Agreement nor You will waive any subsequent breach of the same or any other provision of this Agreement.

## 16. Severance

If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, the remainder of the provisions of this Agreement shall remain in full force and effect.

If any provision of this Agreement is found to be invalid or unenforceable in whole or in part, the remainder of the provisions of this Agreement shall remain in full force and effect.

## 17. Law and Jurisdiction

17.1 The Agreement, and any dispute, controversy or claim arising out of or in connection with the Agreement, shall be governed by, and construed in accordance with, the law of [England and Wales] [Scotland] [Ireland].

17.2 As a consumer, You are entitled to the protection of the mandatory provisions of the law in your country of residence. Clause 17.1 above takes away or restricts those provisions.

17.3 Any dispute, controversy or claim between You and Me relating to the Agreement, or arising out of or in connection with the Agreement, shall be referred to the exclusive jurisdiction of the courts of England, Wales, Scotland, or Ireland, as determined by Your country of residence.

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17.2 As a consumer, You are entitled to the protection of the mandatory provisions of the law in your country of residence. Clause 17.1 above takes away or restricts those provisions.

17.3 Any dispute, controversy or claim between You and Me relating to the Agreement, or arising out of or in connection with the Agreement, shall be referred to the exclusive jurisdiction of the courts of England, Wales, Scotland, or Ireland, as determined by Your country of residence.

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**Attendance:** If the Student  
reason it is solely Your res  
Tuition Session and to bod

booked Tuition Session for any  
the Student makes up the missed  
ssion with Me.

**Punctuality:** Students are  
5 minutes before the sche  
are ready to start on time.

ready for a Tuition Session at least  
Tuition Session to ensure that they

**Provision of items by th**  
obtaining or providing any

follows, I am not responsible for

I will advise You [before] [  
on what if any equipment  
books] [laptop/computer] [  
Sessions and for any hom  
such equipment and mater

You] [at the first Tuition Session]  
text books] [note books] [exercise  
) the Student will need for Tuition  
end. The Student must provide all

If the Student does not ha  
necessary, I will make su  
otherwise acquire and [[h  
supplier from whom it can

ok or other item that I consider is  
that Student should purchase or  
to be] available] **OR** [a preferred

**Loan of text books or ot**  
to loan them books or o  
Session or to carry out h  
reasonably able to do so,  
without charge but if they  
You when I loan such item  
of buying a new replaceme

e to time the Student may ask Me  
n with the provision of a Tuition  
for an examination. Where I am  
books or other items the Student  
not returned by the date I notify to  
e to compensate Me with the cost

**Homework Assignments**  
assignment at the end of  
his/her next Tuition Sessi  
his/her homework assignm

lly] give the Student a homework  
he/she should complete it prior to  
ent has a quiet place to work on

**Preparation for each Tu**  
Session prepared by com  
him/her at the previous Tu  
result in satisfactory progre  
the Student carries out ho  
their assignment between  
provide help via email or te

ent should come to each Tuition  
network assignment that I give to  
quate preparation is more likely to  
ot My responsibility to ensure that  
at if the Student requires help with  
usually contactable and able to

**[Records:** The Student sh  
[should] [can] be in the fo  
notes in it setting out an  
carrying out a homework a

n a Tuition Session diary [and this  
>>]. The Student and I may make  
necessary to the Student when  
for an examination.]

**My commitment, amount**  
**on any day/in any week:**  
It is not possible to determ

**maximum tuition to be provided**  
ent at the agreed times and days.  
uch tuition the Student will require

but, in order to get the best possible as to how many hours I will provide home schooling [ <<number, e.g. 2 >> hours or e.g. 4>> hours of Tuition S

I will recommend to You a that he/she is ready for any

**Parent/Guardian's involvement** the Student's study of the the extent that that is practical provide them with a quiet assignments, revision and suggesting a set time/s for weekly routine.

**Examination entries:** The these if You and I agree. Y

[Data  
<<insert

IN WITNESS WHEREOF this Agreement before written

SIGNED by

<<Name of Tutor>>

.....

SIGNED by

<<Name of Parent/Guardian of Student>>

.....

S

A

M

P

L

E

ent, I will try to be as flexible as he will need. However, I do not any event to provide more than any day or more than <<number, ek].

when appropriate, when I consider

aged to take an active interest in in their homework assignments to /her. You should where necessary study and carry out homework ration without interruption, and assignments to fit in with his/her

ered [by Me] [or] [You] for any of es.

e 11)  
ice>>]

executed the day and year first