

My Tutor Time Client Policy

This Client Contract (the "Agreement") is entered into by and between My Tutor Time and the "Parent(s)" to provide Educational Services for the "Student." In cases where the "Student" is of the age of majority, they are entering into the agreement personally unless represented by a parent upon inquiring for services. My Tutor Time is a small business that provides one-on-one tutoring and educational planning services, designed to improve student learning experiences from a holistic lens. The Parent wishes to engage the services of My Tutor Time, and My Tutor Time agrees to provide such services to the Student.

Both parties wish to set forth their respective rights and responsibilities in this Agreement.

WHEREAS, in recognition of the mutual terms and conditions set forth herein, it is hereby agreed to as follows:

1. Nature of Agreement

This Agreement includes the provisions of this document, as well as any following Appendices (collectively referred to as the "Agreement").

2. Term and Scope of Agreement

a. Commencement

This Agreement shall commence upon the date of inquiry of services through any method (including but not limited to phone, email, social media, etc.). In the event any work is performed based upon an initial verbal understanding and a definitive written agreement is not executed, My Tutor Time is entitled to compensation for its work based on the rates reflected on www.mytutortime.ca.

b. Term

- **Tutoring Sessions:** This Agreement remains in force until the end of the school year unless sooner terminated. The Parent may discontinue tutoring services at any time. All outstanding fees must be paid according to invoice due dates.
- Educational Consulting Services: This Agreement remains in force until the end of the selected package duration. Services may be discontinued at any time. Fees already paid will not be refunded.

c. Updates & Feedback

- **Tutoring Sessions:** Parents will receive regular updates after every session regarding the Student's progress.
- **Educational Consulting Services:** Feedback is personalized and may be provided via tracking sheets, email, or phone, depending on the selected package.

d. Consideration

• Rates are listed on <u>www.mytutortime.ca</u> for the specified services.

3. Extensions, Phone Tutoring, and Additional Meetings

a. Extensions and Phone Tutoring

- In-person tutoring extensions and phone, or online tutoring are billed at the Direct Instruction Rate listed on www.mytutortime.ca, in 15-minute increments.
- E-mails between tutors and parents are complimentary.
- Any additional sessions booked after the monthly invoice cutoff (28th of each month) will be billed on the next invoice.

b. Invoices

- **Tutoring Sessions:** Invoices are sent within the first two weeks of each month.
- **Educational Consulting Services:** An initial 25% non-refundable deposit is required to reserve services, with the remaining balance due after the Virtual Family Consultation.

c. Payments Due

- **Tutoring Sessions:** Payments are due on the 28th day of each month.
- Educational Consulting Services: The final balance is due within two business days after the Virtual Family Consultation.

d. Late Payments

- **Tutoring Sessions:** Payments not made by 11:59 PM on the 28th of the month will incur a 2% late fee on the outstanding balance. A 1% late fee will be applied for every subsequent week the invoice remains unpaid. If fees are left unpaid for 30 days following their due date, legal action will be taken.
- Educational Consulting: Services are suspended until payment is received if the final balance is unpaid.

4. Non-Solicitation

The Parent or Student agrees not to solicit My Tutor Time's tutors or consultants for personal use or any other association during the term of this Agreement and for one year after its termination.

5. Intellectual Property

The Parent and Student may not share any resources or content provided by My Tutor Time without written consent from the tutor or consultant.

6. Tutoring Scheduling

a. Cancellation Policy

- Cancellations within 24 hours of a scheduled session will result in a 100% charge of the session rate.
- Cancellations more than 24 hours before the scheduled session will result in a 100% credit to the next month's invoice.

b. No-Show Policy

If the Student is more than 15 minutes late, the session will be considered a No-Show, and the full session rate will be charged. The tutor is not obligated to wait more than 15 minutes for the Student, and the session will still end at its scheduled time.

7. Liability & Safety Policy

My Tutor Time shall not be held liable for any accidents or injuries sustained during sessions. My Tutor Time reserves the right to terminate any session immediately if the tutor feels unsafe or uncomfortable due to physical or verbal assault.

- Parents are responsible for their child's behavior during sessions.
- For children under 16, a parent must be present in the home and readily available throughout the session.

Effective February 5, 2025, this Agreement is governed by the laws of the Province of British Columbia and is deemed to be entered into West Vancouver, British Columbia. Commencement of services shall be deemed as the client's explicit acceptance of all conditions outlined in this contract.