



## Lowcountry Academic Consulting, LLC

1801 Indigo Market Drive, Suite 307  
Mount Pleasant, SC 29464

Phone: 843-352-3326

[www.lowcountryacademicconsulting.com](http://www.lowcountryacademicconsulting.com)

# Terms of Service

*Effective January 1, 2024*

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## AGREEMENT

1. By choosing to schedule an appointment with Lowcountry Academic Consulting, LLC or anyone acting on behalf of Lowcountry Academic Consulting, LLC, the client<sup>1</sup> agrees to these terms of service thereby entering into a legally binding contract.

## PERFORMANCE

2. Clients and parents/guardians understand that Lowcountry Academic Consulting, LLC makes no guarantees about academic or other performances. Numerous factors influence client's performance that are beyond the consultant's<sup>2</sup> and Lowcountry Academic Consulting, LLC's control (e.g. extracurricular activities, friends, family, living situations, finances, professors, teaching styles in the classroom, learning/physical challenges, time management, length of time working with the consultant). Clients are expected to do their best and the consultant agrees to reciprocate this effort in order to help them succeed.

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<sup>1</sup> In this contract, "client" refers to the client/student who the consultant is scheduled to meet with. Clients/students are considered the responsible financial party for all compensation, unless under the age of 18. If the client/student is under the age of 18, the parent(s) or legal guardian(s) becomes the legal financially responsible party.

<sup>2</sup> In this contract, "consultant" refers to anyone acting on behalf of Lowcountry Academic Consulting, LLC, including those serving in a tutoring capacity.

## **SESSIONS**

3. Clients may receive sessions<sup>3</sup> virtually (e.g. via Zoom, phone/text, email, shared documents, Google Drive) or in-person.
4. A minimum of one hour is required per session. If not already scheduled, after the initial hour, additional/partial hours will be allowed at the discretion of the consultant.
5. Sessions may be terminated early by the client for any reason, but the client agrees to be financially responsible for the full cost of the entirety of the scheduled session.
6. Sessions may be terminated early by the consultant and/or Lowcountry Academic Consulting, LLC for any reason. Any time lost due to termination by the consultant and/or Lowcountry Academic Consulting, LLC shall be compensated for by extending a future session by mutual agreement and by such amount of time that was lost OR Lowcountry Academic Consulting, LLC will apply a one-time discount to the session that is equivalent to the time lost.
7. Any conversations with the client (or parties who are acting in the interest of the client) by phone, email, etc. to discuss academic matters (such as, but not limited to: tutoring techniques, grade calculations, personal approaches, etc.) are subject to the same hourly rate as any session. However, conversations about payments or non-academic matters are not subject to this charge.

## **SCHEDULING**

8. Sessions can be scheduled by phone, email, the company website, or in-person with the consultant. Lowcountry Academic Consulting, LLC may also send out availability and updates to clients by email as necessary. It is the client's responsibility to contact Lowcountry Academic Consulting, LLC immediately if the client experiences a problem scheduling an appointment via the company website or with the consultant.

## **CANCELLATION | RESCHEDULING | FAILURE TO ATTEND**

9. A session may be canceled or rescheduled by the client, but requires at least 24 hours advance notice to the consultant. If a scheduled session is not canceled at least 24 hours in advance and/or if the client fails to attend a scheduled session, Lowcountry Academic Consulting, LLC reserves the right to charge for the total duration of the session that had been scheduled. Lowcountry Academic Consulting, LLC reserves the right to use its discretion to absolve this clause for extenuating circumstances.
10. The consultant and Lowcountry Academic Consulting, LLC reserves the right to cancel or reschedule any session at any time, but will make every effort to reschedule the session as soon as possible to ensure the continued academic success of the client.

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<sup>3</sup> In this contract, "session(s)" refers to any tutoring, mentoring, or other academic related service provided to a client or parent/guardian by the consultant.

## TARDINESS

11. If the client is late for any reason, the client agrees to contact the consultant as soon as possible. If the client is more than 15 minutes late for a scheduled session, the consultant reserves the right to terminate the session at that time. The client agrees to still be responsible for paying for the entirety of the session as it had been scheduled.
12. If the consultant is late for any reason, the consultant agrees to notify the client as soon as possible to make arrangements as needed. Any time lost shall be compensated for by extending the current or future session by mutual agreement and by such amount of time that was lost.

## LOCATION OF SESSION(S)

13. It is the client's responsibility to secure reliable technology and working internet in a suitable location, and to establish their own video conferencing accounts for virtual sessions prior to meeting.
14. It is the client's responsibility to secure a safe and suitable location to meet for in-person sessions.
15. If the consultant deems the location unsafe or unsuitable upon arrival, the consultant may refuse to meet with the client at that time.

## STANDARD RATES

16. **All Standardized Testing Preparation Sessions** (including, but not limited to SAT, ACT, GRE, GMAT, PRAXIS, etc.)
  - A. **Virtual Sessions** will be charged an hourly rate of \$125.00 per hour, plus any related fees as discussed below.
  - B. **In-Person Sessions** will be charged an hourly rate of \$150.00 per hour, plus any related fees as discussed below.
17. **All Other Tutoring, Mentoring, and Academic Coaching Sessions** (including, but not limited to Semester, [Academic] Year-Long, Express, Maymester, Summer Courses, etc.)
  - A. **Virtual Sessions** will be charged an hourly rate of \$100.00 per hour, plus any related fees as discussed below.
  - B. **In-Person Sessions** will be charged an hourly rate of \$125.00 per hour, plus any related fees as discussed below.

## GROUP SESSION(S) DISCOUNT

18. Clients will be notified if there is a possibility of a group session<sup>4</sup> (i.e. more than one student is requesting tutoring in the same course). A flat \$10 hourly discount will be given to each client participating in a group session. Each client that elects to be in a group session is subject to all of the same terms of service listed in this contract.

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<sup>4</sup> In this contract, "group session" refers to any session with more than one client.

## LOYALTY STUDENT DISCOUNT

*This discount is intended to incentivize former students to be proactive in seeking guidance in their courses early in the academic term to help foster the best possible learning outcome.*

### 19. Loyalty Student Discount

- A. A discount of 10% applied to the hourly rate will be applicable to **Virtual Sessions only** and clients must meet ALL of the following conditions:
  - i. The client **must have attended a minimum of 5 meetings prior to January 19, 2023** AND
  - ii. The client must be receiving tutoring services for a **course(s) that is a minimum of 12 weeks long** (i.e. most semester courses are a standard 15 weeks in length) AND
  - iii. The client has **scheduled regular weekly sessions** for the course(s) **starting the first week of classes** and completes *a minimum of 10 tutoring sessions* prior to the student's final exams for the current semester.
  - iv. If a student receiving this discount fails to meet the requirements listed above by the end of the semester, then the next bill will reflect a conversion to the standard hourly rate for all future and any previously discounted sessions for the semester.
- B. Eligible clients may receive the discount only for the period covering the duration of the course(s) and will need to meet the same eligibility conditions in the future to be eligible at that time.
- C. Any and all related fees as discussed below will still apply without any discount.
- D. All In-Person Sessions will be charged according to the standard rate(s) listed previously without any discount.

#### **LOYALTY STUDENT DISCOUNT ACKNOWLEDGEMENT:**

This student may qualify for the Loyalty Student Discount when applicable.

This student does not qualify for the Loyalty Student Discount this semester.

## PAYMENT OPTIONS

The client may opt to pay either of the following times:

20. When Service is Rendered

- A. Payment is due in full when service is rendered.

*\*Any session not paid in full at the time service is rendered will default to payment by invoice.*

21. Invoice - If the client elects to pay after the service is rendered, the client will be charged the hourly rate, plus a convenience fee of 5% of the total due.

- A. Invoices will be sent via email to the client as the address appears on this contract on the 1<sup>st</sup> and 15<sup>th</sup> of each month in which there is a balance.
- B. Invoices include an option to view the itemized bill which shows the session dates, times, and any associated fees at the time of the invoice.
- C. Invoices submitted by Lowcountry Academic Consulting, LLC to the client are due immediately upon receipt.
- D. There is a grace period of five days after the due date.
- i. It is the client's responsibility to inform Lowcountry Academic Consulting, LLC in writing within the five-day grace period if for any reason the client does not receive an invoice on the 1<sup>st</sup> and 15<sup>th</sup> of any month that there is a remaining balance. (This allows for the invoice to either be resent or other payment arrangements to be made in a timely manner.)
- ii. Any disputes regarding an invoice should be addressed with Lowcountry Academic Consulting, LLC in writing during the grace period.
- E. Invoices MUST be paid in full no later than 11:59 PM Eastern Time on the last day of the grace period or will be considered "Late Payment" (i.e. an invoice sent on February 1, 2024 MUST be paid in full no later than 11:59 PM Eastern Time on February 6, 2024).
- F. No partial payments will be accepted.

## PENALTIES FOR LATE PAYMENT

22. Any unpaid balance remaining after the end of the grace period will be subject to a one-time late penalty fee that is equal to 10% of the entire invoice.
23. In addition to the one-time late penalty fee, a daily late fee will be charged until the invoice and all penalty and late fees incurred are paid in full. This daily late fee will be equal to \$1 per day for the initial ten days after the end of the grace period. Eleven days after the end of the grace period, the daily late fee will increase to \$2 per day. Twenty days after the end of the grace period, the daily late fee will increase to \$5 per day.
24. Any invoice that remains unpaid after 35 days from the due date will be subject to legal action. The client will be responsible for all court, legal, and related collection fees incurred by Lowcountry Academic Consulting, LLC. and any parties acting on the company's behalf.

**ACCEPTED PAYMENT METHODS**

25. Venmo

- A. All Venmo payments MUST include: the client’s name AND either the date(s) of the session being paid OR associated invoice number
  
- B. Venmo transactions should be paid to the following account:



<https://venmo.com/u/LACLLC>

Business Name: Lowcountry Academic Consulting

Username: @LACLLC

**VENMO PAYMENT PREFERENCE:**

Primary Venmo Account (required for Venmo payments): @\_\_\_\_\_

*The above Venmo account will be associated with the student listed in this agreement. Any payment received by @LACLLC from the above account will be credited to the client’s balance.*

26. QuickBooks

- A. Once received, clients will have several payment options available through the attached electronic payment link.
  - i. Payment methods available via the invoice include Bank Transfer (ACH) or Credit Card (i.e. Apple Pay, Visa, Master Card, American Express, Discover).
  - ii. Payments are processed securely via QuickBooks.

**INVOICE PAYMENT PREFERENCE:**

Primary Email Address (required): \_\_\_\_\_

Additional Email Address (optional): \_\_\_\_\_

*ALL clients must have an email address listed above. Unless other payment has been received in full prior to the 1<sup>st</sup> and 15<sup>th</sup> of each month, the above email address(es) will be sent an invoice as previously described in this agreement.*

27. Cash or Check

- A. Checks should be made payable to “Lowcountry Academic Consulting, LLC” and if not delivered in person, should be mailed to:

Lowcountry Academic Consulting, LLC  
1801 Indigo Market Drive, Suite 307  
Mount Pleasant, SC 29464

**MINORS**

- 28. When and only when the client is a legal minor, the Parent/Guardian shall enter into this contract on behalf of the student and shall accept and agree to all the terms of service contained herein on behalf of the student.
- 29. When a student is a minor, it is the parent’s responsibility to ensure that a legally responsible adult, who is not affiliated with Lowcountry Academic Consulting, LLC, is present at all times for the duration of each meeting.

<b>MINOR CONTACT INFORMATION (required if student is under 18):</b>	
Parent/Guardian Name:	_____
Parent/Guardian Email:	_____
Parent/Guardian Phone Number:	( ____ ) ____ - _____

**GOVERNING LAW**

- 30. This Agreement will be governed by and construed in accordance with the laws of the State of South Carolina.

**RESERVED RIGHTS**

- 31. Lowcountry Academic Consulting, LLC reserves the right to update and/or change these terms at any time. Lowcountry Academic Consulting, LLC will endeavor to provide current clients advanced notice of any updates and/or changes to these terms. Current Terms of Service are always available at: <https://lowcountryacademicconsulting.com/legal>

## CLIENT'S CONTACT INFORMATION

Legal Name: \_\_\_\_\_

Preferred Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: ( \_\_\_ ) \_\_\_ - \_\_\_\_\_

### Permanent Address

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

### Current/College Address

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

*The undersigned acknowledges that they have read this agreement in its entirety and agree to be bound by the terms and conditions set forth above.*