



Apex **Tutorials**
Learning today, Leading tomorrow

TO THIS AGREEMENT ARE:

Name of Tutor:

Address: University Of Free State

Contact Number and Email: apextutorialsbloemfontein@gmail.com

Cell: 074 345 7663/083 994 5118

Website: <http://apextutorialsbloem.wixsite.com/apex>

(Hereinafter referred to as the "Tutor")

Name of Student: _____

Address: _____

Contact Number and Email: _____ (Hereinafter referred to as the "Student")

Name of Parent/Guardian if Student is a minor: _____

Address: _____

Contact Number and Email: _____

Whereas the Tutor shall provide tutoring to the Student in the following subject/s:

at the following address: University of Free State (Harmony residence)

FEES PAYABLE TO THE TUTOR:

R_____

Package options:

1 Hour x 4 lessons per Month (R500)

2 Hours x 4 lessons per Month (R800)

PAYMENT

The **Full Tutoring Fee** amount shall be payable **Monthly in advance** on or before the last day of the month. Late payments are charged at **R50 per day**. If payment is late by **7 days** the contract will be **terminated**.

Accepted methods of payment:

- () Cash deposit
- () Internet Transfer
- () Cash send (ABSA)
- () E-wallet (FNB)

Banking Details:

Bank: Capitec Bank
Account Number: 1382015524
Branch Code: 470010

OR

Bank: ABSA Bank
Account Number: 4080354637
Branch Code:

() Other _____

Name of person responsible for the payment of fees:

SCHEDULE OF LESSONS

Tutoring shall commence on the _____ day of _____ 20____ and thereafter at the following times:

Until the _____ day of _____ 20____.

OR

Tutoring shall commence on the _____ day of _____ 20____ and thereafter on an *ad hoc* basis as mutually agreed upon by Tutor and Student.

CANCELLATION OF LESSONS BY STUDENT

The Student may cancel tuition by giving at least one month 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.

OR

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

The Tutor may cancel lessons by giving one month prior notice to the 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 Student shall be refunded with such a missed lesson fee.

LATE ARRIVAL

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.

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 OF THE TUTOR

- * The Tutor undertakes to do all preparation prior to lessons and to structure lessons in such a way as to optimize time to the benefit of the Student.
- * The Tutor shall keep confidential all information of the Student and shall contact other parties involved in the education of the Student only if given written permission by the Student to do so.
- * The Tutor shall not assign any of his/her duties or obligations under this tutoring contract to a third party without the written permission of the Student.
- * The Tutor shall at no time be required or obliged to execute homework or assignments on behalf of the Student.

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 that assignments, exercises or homework form an integral part of tutoring and undertakes to complete such work timeously.

NO WARRANTIES

The Tutor makes no promises or warranties with regards to a Student's performance as a result of any tutoring provided.

STATUS OF THE TUTOR

It is expressly understood that the Student retains the services of the Tutor as an independent contractor and not as an employee. The Tutor shall be responsible for his/her insurance and for all statutory declarations and contributions with regard to income tax.

TERMINATION

This tutoring contract may be terminated by either party at any time by giving the other party one month prior written notice.

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.

WHOLE AGREEMENT

This agreement constitutes the entire understanding between the parties with regard to the subject matter thereof and the parties waive the right to rely on any alleged expressed or implied provision not contained herein. Any alteration to this agreement must be in writing and signed by both parties.

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.

Signed at _____ on this _____ day of _____20____.

The Tutor_____

Witness: _____ Witness: _____

Signed at _____ on this _____ day of _____20____.

The Student: _____

Witness: _____ Witness: _____

Signed at _____ on this _____ day of _____ 20____ on behalf of the
Student who is a legal minor.

The Parent/Guardian: _____

Witness: _____ Witness: _____