

Sixth Avenue Tutorials

Terms and Conditions for Private and One-on-One Tutorials 2006 / 2007

Please read these Terms and Conditions carefully before signing / co-signing. Any Membership Application, Terms and Conditions or Registration document completed by a person aged younger than 18 years must be co-signed by his/her legal guardian. All signatures should be originals; blue ink should be used. Private and one-on-one tutorials (“private tutorial” hereinafter) are the same for the purposes of these Terms and Conditions. Membership of Sixth Avenue Tutorials is annual and runs 1 July – 30 June; these Terms and Conditions apply only to the current year. Membership of Sixth Avenue Tutorials is required for registration for a private tutorial.

Private Tutorials

A private tutorial is a series of tutoring sessions arranged to cover the subjects and levels specified by the participants and agreed upon with the tutor. A private tutorial is limited to a maximum of four students; each student must register separately and sign separate Registration and Terms and Conditions documents.

The minimum number of sessions for each private tutorial is five, however there is no maximum. The first session consists of diagnostic activities, setting work expectations for the private tutorial such as review or preparation work to be done at home, work-planning for the tutorial and agreement on session dates and times.

Registration

Registration for each private tutorial is required; multiple sessions, or repeat sessions of the same tutorial, do not require a new registration however different tutorials, such as for different academic subjects, require separate registration for each. Registrations will be accepted at the ultimate discretion of Sixth Avenue Tutorials.

Times

A private tutorial is nominally one hour in length, comprising approximately fifty minutes of actual instructional time including review of previous sessions and/or work and setting review and/or preparation work for future sessions. The starting and ending times of each session are important; sessions will be deemed to have begun at the agreed time and will not be extended due to a participant’s late or non-arrival.

Behavior and Performance

Students are expected to behave appropriately at all times. Sixth Avenue Tutorials reserves the absolute right immediately to suspend and/or cancel any private tutorial, registration or membership at any time where a student has behaved inappropriately. Students will be expected to complete such review and/or preparation work as is set by the tutor; where such work is not done, the effects of the private tutorial will inevitably adversely be affected.

Initials /

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Good Faith

Sixth Avenue Tutorials devotes considerable resources to finding and selecting tutors; we trust that these efforts will be respected by our students and their families. Accordingly, any arrangements between a student or his/her family and a Sixth Avenue Tutorials tutor should only be made through the Sixth Avenue Tutorials office. Any student or family who has met a tutor through Sixth Avenue Tutorials and then engages a Sixth Avenue Tutorials tutor, outside of an arrangement through the Sixth Avenue Tutorials office and within twelve months of the last so arranged meeting, shall pay Sixth Avenue Tutorials an "Introduction Fee" of \$250.00. There can be no exceptions to this Condition.

Payment

Payments for a private tutorial include instructional materials, although students are expected to provide their own notebooks, paper and writing materials. Payments are non-refundable and non-transferable, and where a minimum of 48-hours notice of inability to attend a session is given, a session may be re-scheduled; where less than 48-hours notice is given, or where a student fails to arrive, no such credit will be applied.

Declaration

- In signing these terms and Conditions, I am intending to be legally bound. I understand that these Terms and Conditions are hereby incorporated into and form part of the standard Terms and Conditions of Sixth Avenue Tutorials.
- I hereby take responsibility for any loss of or damage to any Sixth Avenue Tutorials property and equipment caused by me / my child, howsoever caused, and agree to compensate Sixth Avenue Tutorials for any costs of repair to or replacement of such property or equipment at full current market value.
- I understand that if I make any private arrangements with any Sixth Avenue Tutorials tutor within twelve months of any Sixth Avenue Tutorials activity as described above, I shall be obligated to pay Sixth Avenue Tutorials an Introduction Fee of \$250.
- I hereby waive and discharge any rights and claims against Sixth Avenue Tutorials, its agents or its proprietors or against the owners of any premises used by Sixth Avenue Tutorials or their agents. I hereby absolve Sixth Avenue Tutorials, its agents or its proprietors and the owners of any premises used by Sixth Avenue Tutorials from any and all claims, injuries or actions sustained or suffered by me / my child in connection with a Sixth Avenue Tutorials event. I also intend that this waiver and discharge apply to any rights and claims which may later occur to me, my heirs or my representatives.

Participant Name

Participant Signature (All signatures should be originals, please use blue ink.)

If the student is under 18 years of age, a parent/guardian must also sign

Guardian Name (if applicable)

Guardian Signature Date