

Terms of Service for Dr. Ship Tutoring (Updated February 2025)

These Terms and Conditions ("Terms") govern your use of our website (www.drshiptutoring.com) and the tutoring services offered by Dr. Ship Tutoring ("Dr. Ship," "we," "us," or "our"). By using our website and engaging our tutoring services, you ("Student," "Parent," or "you") agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference. Please read both documents carefully.

1. Agreement and Acceptance

1.1 Binding Agreement: By accessing our website or using our services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree with any part of these Terms or the Privacy Policy, please do not use our website or services.

1.2 Electronic Consent: By accessing our website, you consent to these Terms and Conditions in electronic form. To withdraw this consent, you must cease using our website and terminate your account (if applicable).

1.3 Age Restriction: Users under 18 must review these Terms with a parent or legal guardian. If a parent or legal guardian does not agree, the user may not access the website or use our services.

1.4 Parties to the Agreement: This agreement is between Dr. Ship Tutoring and the Student and their Parent(s)/Guardian(s).

1.5 Changes to the Terms: We may update these Terms at any time. You are responsible for reviewing these Terms periodically for changes. Your continued use of our website and services following any changes constitutes acceptance of those changes.

2. Tutoring Sessions

2.1 Scheduling: Tutors will generally adhere to the agreed-upon tutoring schedule. However, both the tutor and the student/parent may propose schedule changes to ensure consistent tutoring. All schedule changes require mutual agreement. If a mutually agreeable schedule cannot be found, the student/parent may choose a different tutor, or if no suitable tutor is available, terminate the tutoring arrangement. We will make reasonable efforts to accommodate scheduling needs, but unforeseen circumstances may require adjustments.

2.2 Cancellations: Cancellations must be communicated via the WhatsApp group at least 24 hours in advance, except in special circumstances (e.g., emergencies, unexpected illnesses). Lessons cancelled with less than 24 hours' notice may incur the full fee, unless the cancellation is due to an emergency or unexpected illness. Tutors may reschedule or cancel sessions with at least 24 hours' notice, except in circumstances beyond their control.

2.3 Tutor Presence: If a tutor is present for a scheduled session, the full session fee is payable, except in cases of tutor illness or early termination of the lesson by the tutor.

2.4 Communication: Students must provide an email address for communication with the tutor before sessions begin.

2.5 Scheduling and Communication: All scheduling and communication regarding tutoring will occur via the designated WhatsApp group, involving the student (and/or parents), the tutor, and Dr. Ship.

2.6 Attendance Log: For each in-person tutoring session, both the tutor and student must sign an attendance log form, which records the number of sessions/hours. This form is the basis for tutor payment and must be submitted by the tutor to Dr. Ship by the end of each month (unless it is an online session).

2.7 Session Duration: Agreed tutoring hours include any breaks, which are typically 5 or 10 minutes (or as agreed between the tutor and student).

2.8 Weather Conditions: In case of inclement weather, in-person tutoring may be replaced by online tutoring upon mutual agreement between the student and Dr. Ship Tutoring.

2.9 Tutor Unavailability: If a tutor becomes unavailable during an ongoing tutoring period, Dr. Ship Tutoring will make every effort to find a suitable replacement. However, finding a replacement tutor is not guaranteed. If a replacement cannot be found or if parents prefer not to continue with a replacement tutor, they may choose to terminate the tutoring arrangement.

3. Payments

3.1 Payment Method: No cash payments should be made directly to the tutor. All payments must be made by bank transfer to the account of SHIP CHEE PENG (BE 49 3770 9423 8971). Direct payment to tutors is a breach of this agreement.

3.2 Invoicing and Confirmation: Invoices will be sent via email. On some occasions, a WhatsApp message may also be sent as confirmation of invoice receipt. If you receive such a WhatsApp message, please reply to it to acknowledge receipt of the invoice.

3.3 Payment Terms: Payments are due and must be credited to Dr. Ship's account within 5 days of the invoice date. Invoices are typically issued at the beginning of the month or a series of sessions.

3.4 Late Payment Charges: A €10 reminder fee may be charged for each reminder email (maximum one per month) sent after the due date. A late payment fee of €70 will also be applied. Tutoring will be suspended until all outstanding fees, including late charges, are paid in full. To resume tutoring, the full fees plus all late payment charges must be settled immediately. Contact Dr. Ship Tutoring before the due date if you anticipate a payment delay.

3.5 Advance Payment: The first lesson must be paid in advance, unless otherwise agreed. Subsequent lessons are also paid in advance, typically in blocks of 4 sessions or another agreed-upon amount per month. Unused sessions will be refunded. Students/parents are responsible for tracking their sessions.

4. Tutor Responsibilities

4.1 Provide quality instruction in the agreed-upon subject areas.

4.2 Be punctual and prepared for all tutoring sessions.

4.3 Communicate effectively with students and parents/guardians.

4.4 Adhere to Dr. Ship Tutoring's policies and procedures.

5. Tutor-Student Relationship

5.1 Dr. Ship Tutoring acts as a facilitator in connecting tutors and students.

5.2 The tutor-student relationship is directly between the tutor and the student (or parent/guardian).

5.3 Dr. Ship Tutoring is not responsible for the quality of instruction or any disputes between the tutor and student.

6. Miscellaneous

6.1 Termination of Services: Dr. Ship Tutoring reserves the right to terminate tutoring services at any time, with or without prior notice. We will make reasonable efforts to provide advance notice and may assist in finding a replacement tutor (though this is not guaranteed).

6.2 Referrals: Tutors must inform Dr. Ship Tutoring within 7 days of any referrals from existing clients that result in new tutoring arrangements. All tutoring work obtained through Dr. Ship Tutoring referrals must be reported to us.

6.3 Private Arrangements: Students/parents are prohibited from making private tutoring arrangements with tutors introduced by Dr. Ship Tutoring without our knowledge and involvement. Breach of this obligation may result in legal action.

6.4 Lesson Details: Students/parents must provide Dr. Ship Tutoring with details of each lesson upon request.

6.5 Liability: Dr. Ship Tutoring is not liable for any claims arising from tutoring provided by tutors we introduce.

6.6 Changes to Terms: Dr. Ship Tutoring reserves the right to modify these Terms and Conditions at any time. Students/parents are responsible for reviewing the Terms and Conditions periodically, with notification of changes provided on the Dr. Ship Tutoring website or via email.

6.7 Performance Follow-up: Dr. Ship Tutoring will follow up with parents/students regarding tutor performance, particularly after the initial sessions.

6.8 Use of Student Work/Images: Dr. Ship Tutoring may use student exam results or tutoring session photos on social media (e.g., Facebook, LinkedIn) unless the student/parent specifically opts out in advance. Consent is usually requested before posting.

6.9 Results Disclaimer: Acceptance of our services does not guarantee specific grades or outcomes.

6.10 Syllabus Coverage: We cannot guarantee syllabus coverage within a specific timeframe, as this depends on various factors, including session frequency, student learning pace, and available time.

6.11 Intellectual Property: All materials, content, and resources provided by Dr. Ship Tutoring, including lesson plans, study guides, and other materials, are the intellectual property of Dr. Ship Tutoring and may not be shared, reproduced, or distributed without our prior written consent. Students are not allowed to pass on any tutoring materials to friends and others for commercial purposes – any infringement will be subject to a penalty. Our tutors will not pass on any students' work to other students and have to follow confidentiality protocols, thus ensuring that the individual students' work is not distributed to other students. It means students doing assignments are assured that their work will not be compared to others.

6.12 Recordings: You agree that we may record all or any part of any live online classes and tutoring sessions (including voice chat communications and videos) for quality control and other purposes. You agree that we own all transcripts and recordings of such sessions, and you hereby irrevocably assign to us all rights in all such transcripts and recordings.

6.13 Submitted Materials: Any ideas, suggestions, survey responses, or testimonials that you submit to us will be deemed not to be confidential and may be used by us for any purpose. By submitting or sending such materials to us, you grant us and our affiliates a royalty-free, unrestricted, worldwide, perpetual