

Terms of Service of Dr Ship Tutoring (Updated 6 February 2025)

This document outlines the Terms of Service for Dr Ship Tutoring. It is a shortened version of our full Terms and Conditions, which are available on our website at www.drshiptutoring.com. By engaging our services, you agree to both this summary and the full Terms and Conditions on our website.

1. Lessons

1.1 Cancellation: 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.

1.2 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.

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

1.4 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.

1.5 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).

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

1.7 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. Scheduling Flexibility

2.1 The agreed-upon tutoring schedule serves as a starting point.

2.2 Schedule changes can be proposed by either the tutor or the student/parent, subject to

mutual agreement.

2.3 If a mutually agreeable schedule cannot be found, the student/parent may choose a different tutor or terminate tutoring.

2.4 Dr Ship Tutoring will make reasonable efforts to maintain the agreed-upon schedule, but unforeseen circumstances may require adjustments.

3. Tutor Unavailability

3.1 If a tutor becomes unavailable, Dr Ship Tutoring will attempt to find a suitable replacement.

3.2 Finding a replacement is not guaranteed.

3.3 If a suitable replacement cannot be found, or if the student/parent declines a replacement, the tutoring service may be terminated.

4. Payments

4.1 **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.

4.2 **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.

4.3 **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.

4.4 **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.

4.5 **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.

5. Tutor Responsibilities

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

5.2 Be punctual and prepared for all tutoring sessions.

5.3 Communicate effectively with students and parents/guardians.

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

6. Tutor-Student Relationship

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

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

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

7. Miscellaneous

7.1 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).

7.2 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.

7.3 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.

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

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

7.6 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 monthly, with

notification of changes provided on the Dr Ship Tutoring website or via email.

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

7.8 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.

7.9 Mid-Term Tutor Change: If a tutor stops working mid-term, Dr Ship Tutoring will attempt to find a replacement. If the parents refuse a replacement or change of tutor, they may terminate tutoring.

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

7.11 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.

8. Data Protection

8.1 Both Dr Ship Tutoring and the student/parent will comply with applicable Data Protection Laws.

8.2 Dr Ship Tutoring will ensure that all tutors comply with Data Protection Laws.

8.3 By agreeing to these terms, the student consents to Dr Ship Tutoring's use of their and their parent/guardian's personal data for service provision, including introductions to tutors, billing, fee collection, and communication.

8.4 "Data Protection Laws" refers to the Data Protection Act 1998 and all other applicable data protection legislation and regulations.

9. Governing Law and Jurisdiction

9.1 These Terms and Conditions are governed by the laws of Belgium.

9.2 The courts of Belgium have exclusive jurisdiction over any disputes arising under these Terms and Conditions.

10. Indemnification

You agree to indemnify and hold Dr Ship Tutoring and its tutors harmless from any claims, liabilities, costs, and expenses (including legal fees) arising from your use of our services or your breach of these Terms and Conditions.

11. Limitation of Liability

Dr Ship Tutoring and its personnel are not liable for any indirect, special, incidental, consequential, exemplary, or punitive damages related to your use of our services. Our total liability to you will not exceed the amount you paid us for services in the 12 months preceding the claim.

12. Disclaimer of Warranties

Dr Ship Tutoring provides its services "as is" and without any warranty of any kind, either express or implied. We do not warrant that our services will be uninterrupted, error-free, or that any specific results will be achieved. We disclaim all implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no representations or warranties about the accuracy, completeness, reliability, or suitability of the information or content provided through our services. While we strive to provide quality tutoring services, the success of tutoring depends on various factors, including student effort, learning style, and other circumstances beyond our control.