

Terms of Service of Dr Ship Tutoring (updated 03 January 2025)

1) This is a shorter and updated version of our full terms & conditions. Parents, Guardians, and Students are expected to read and understand our more detail terms & conditions as well, that is found on our website www.drshiptutoring.com. Acceptance of our services in the manners outlined as stated herein will be taken to represent agreement to these Terms and Conditions, both the website version and this updated version.

Agreement between Dr Ship Tutoring and The Student & Parents

1 Lessons

- a) If you wish to cancel lessons, pls do inform via WhatsApp group at least 24 hrs in advance unless under special circumstances. Lessons canceled less than 24 hours before the agreed date & time for the lesson may incur the full fee as booked (unless due to emergency reasons or unexpected illnesses). Tutors have the right to reschedule or cancel tutoring sessions, and in case of cancellation, they will inform students/parents at least 24 hrs in advance except under special circumstances that are out of their control.
- b) If the tutor is already present for the tutoring session, the full fees for the whole session would be charged except in cases of emergency due to sickness or the lesson ended earlier due to the tutor's side.
- c) Please provide an email(of the student) so that the tutor can be in contact with the student before the tutoring session begins.
- d) For all arrangements **regarding the lessons scheduling** & all communications about tutoring, it will be done via the whatsapp group between the student(and/or parents), tutor and Dr Ship.
- e) For each tutoring session, both the tutor and student have to sign the attendance log form which keeps track of the number of tutoring sessions/hours (unless it is online session). The tutor will be paid based on the completed log form submitted by the tutor to Dr Ship by the end of each month.
- f) Tutoring hours as agreed are inclusive of any break in between. Breaks could be 5 or 10 mins (or as agreed by both tutor & student) and as deemed necessary for the lessons.
- g) In case of bad weather conditions, in-person tutoring will be replaced by online tutoring upon mutual agreement with the student.

2 Scheduling Flexibility

- a) The agreed-upon tutoring schedule is the starting point.
- b) Both tutor and student/parent can propose schedule changes as needed to ensure consistent tutoring.
- c) Changes must be mutually agreed upon. If no suitable alternative can be found, the student/parent may choose a different tutor or terminate tutoring.
- d) While we strive to maintain the agreed-upon schedule, unforeseen circumstances may occasionally require adjustments. We will always work diligently to find a mutually agreeable solution.

3 Tutor Unavailability

- a) If the current tutor becomes unavailable during the tutoring period, Dr. Ship Tutoring will make every effort to find a suitable replacement.
- b) However, finding a replacement tutor is not always guaranteed.
- c) If a suitable replacement cannot be found, or if the student/parent prefers not to continue with a replacement, the tutoring service will be terminated under these circumstances.

4 Payments

- a) **NO cash payment should be made directly to the tutor.** Doing so may lead to a breach of this agreement and possible termination. Every tutor has signed a confidential agreement with Dr Ship Tutoring and is bound to the terms of services. Hence, there should be **no discussion on fees matter and about the contract/agreement with the tutor.**
- b) When an invoice is sent to you via email, you may also receive via Whatsapp a confirmation message that an invoice has been sent to you. You are requested to reply to the message for confirmation upon receipt of the invoice. A reminder may be sent if payment is not received on the evening of the due date.
- c) All payments should be made by bank transfer to the account of SHIP CHEE PENG with account no **BE 49 3770 9423 8971**. All payments are to be credited to my account within 5 days from the date of the invoice to avoid late payment charges. An invoice will be sent to the student/parent, and it is the student's (or Named Contact, e.g parents) responsibility to check that the invoices match up with their records of lesson times and durations. Parent/Named Contact will need to pay in advance for a block of 4 sessions or any agreed amount of sessions per month. Any unused sessions will be refunded. Parents/students are advised to keep track of the

number of sessions by referring to the attendance log form or keeping a record of the tutoring sessions by themselves.

- d) If payment is not received by the due date, within the 5 days given from the date of invoice, Dr. Ship Tutoring reserves the right to charge a €10 fee for each reminder email sent to the Student or Named Contact. These reminders will be sent no more frequently than once per month. Additionally, a late fee of €70 will be charged. To avoid late fees, please inform Dr. Ship Tutoring in advance via email if any unavoidable circumstances are preventing timely payment. The tutoring will be suspended until the tutoring fees with the late payment charges have been paid in full.
- e) For the first lesson, parents need to pay in advance before commencement of the first lesson unless a different arrangement is agreed upon. For subsequent lessons, parents will also need to pay in advance for subsequent lessons. Usually, invoice is issued at the beginning of the month or where appropriate at the beginning of a series of sessions.

5 Miscellaneous

- a) Dr. Ship Tutoring reserves the right to terminate any tutoring services at any time, without providing prior notice or reasons. However, as a courtesy, we will make every effort to notify clients in advance of any service termination. While not obligated to do so, we may also assist in finding a replacement tutor outside of Dr. Ship Tutoring.
- b) In the event that the Student/Parent puts the Tutor in contact with a third party who wishes to undertake Lessons with the Tutor (for this Agreement "New Student") the Tutor must inform Dr Ship Tutoring of the existence of the New Student within 7 days. If the Tutor agrees to provide Lessons to the New Student, these Terms and Conditions shall apply to the Tutor's dealings with that New Student as they apply to the Tutor's dealings with the Student. All tutoring work that the Tutor obtains through referrals by existing Clients of Dr Ship Tutoring must be reported immediately by the Tutor to Dr Ship Tutoring.
- c) The Student or Named Contact is not permitted to make private arrangements for tutoring with a Tutor introduced by Dr Ship Tutoring without involvement and knowledge of Dr Ship Tutoring. Should a Student or Named Contact breach this obligation, they, or their Named Contact should the Student not be of legal age, will be liable to account to Dr Ship Tutoring for all sums paid to the Tutor without deduction

and Dr Ship Tutoring shall be entitled to obtain an injunction against them to prevent further breaches. This obligation shall continue notwithstanding termination of this agreement.

d) On request, the Student or Named Contact must disclose, to Dr Ship Tutoring, details of each Lesson given by the Tutor.

e) Dr Ship Tutoring does not accept any liability for any claims by the Student or Named

Contact arising out of or related to the carrying out of the tutoring by a Tutor introduced by Dr Ship Tutoring.

f) Dr Ship Tutoring reserves the right to alter these terms and conditions at any time. It is

the Student or Named Contact's responsibility to review T&Cs on a monthly basis, any such modifications being made apparent with a note on the Dr Ship Tutoring website or via emails.

g) Dr Ship Tutoring will follow up with the parents/student on the tutor's performance especially *after the first few sessions*.

h) Dr Ship Tutoring may use the exam results of the students or pictures of tutoring sessions on social media e.g facebook, LinkIn unless the student/parent specifically opted out of it. This has to be informed or communicate in advance to Dr Ship Tutoring. In most cases, consent is always requested in advance before posting on social media.

i) If any tutor stops midway through the tutoring period, Dr Ship Tutoring will try to find a suitable replacement. If parents refuse another tutor or refuse a change of tutor, they can stop the tutoring.

6 Approval

a) Acceptance of our tutoring services does not guarantee your child will obtain a specific or expected grade.

b) We cannot guarantee that we can cover the syllabus on time because this will depend on several factors such as availability of time, frequency of the tutoring sessions, pace of learning of your child, etc.

7 Data Protection

a) Dr Ship Tutoring and the Student or Named Contact shall comply with their respective obligations under the Data Protection Laws.

b) Dr Ship Tutoring shall procure that each of the Tutors introduced to the Student or Named Contact by Dr Ship Tutoring shall also comply with their respective obligations under Data

Protection Laws.

c) By entering into this Agreement the Student consents to our use of their, and where the Named Contact is the parent or legal guardian of the Student receiving tuition to use that individual's personal data for the purpose of providing services which may include (without limitation) effecting introductions to Tutors, use of such data for billing and/or fee collecting purposes and/or to enable us to make contact from time to time.

d) For the purposes of this Agreement: "Data Protection Laws" means the Data Protection Act 1998, as well as any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data.

e)The parties agree that in the event of any dispute arising under these terms, the laws of Belgium shall apply, the courts of Belgium are to have sole jurisdiction in the event of any dispute between the parties.

8 Indemnification

You agree to defend, indemnify, and hold us and our tutors harmless from any and all claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from any content or other material you submit to us, or your breach of the law or these Terms and Conditions. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. In such cases, you agree to cooperate with our defense of the claim.

9 Limitation of Liability

We, including our directors, officers, employees, agents, and tutors (collectively, the "Protected Entities"), shall not be liable for any indirect, special, incidental, consequential, exemplary, or punitive damages that may arise from or be directly or indirectly related to your use of our tutoring services, content, materials, or any associated functionalities. This includes, but is not limited to, damages for lost business, lost sales, lost data, or loss of any other kind, even if the Protected Entities have been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so some limitations may not apply to certain users to the extent required by applicable law.

In no event will the Protected Entities be liable for any content posted, transmitted, exchanged, or received by or on behalf of any user or other person through our tutoring services. Our total

aggregate liability to you for all damages, losses, and causes of action (whether in contract or tort, including negligence or otherwise) arising from your use of our tutoring services, or any content or materials provided to you, shall not exceed the amount, if any, paid by you to us for our tutoring services in the 12-month period preceding the occurrence of the claim.