

Enrolment Terms of service

1. **THE PARTIES:** This agreement is between the customer (meaning the parent/guardian/adult student) who has signed page 1 of this agreement and **TUTOR DOCTOR EDUCATION SUPPORT SERVICES L.L.C.** (hereinafter referred to as Tutor Doctor) a franchise within the Tutor Doctor brand.
2. **TERM:** The term commences on the date both parties have signed this agreement and will terminate after the fulfillment of the block of hours (as stated on page 1) subject to renewal in accordance with paragraph 4. Upon one year of inactivity on your account with Tutor Doctor, any out- standing hours that have been funded will be forfeited and your account will be closed.
3. **NOTICES:** Anywhere in this Customer Enrollment Agreement: "Written notice" means (i) an email notice or (ii) a notice delivered via mail or facsimile, to any of the addresses for the customer and for Tutor Doctor listed on page 1 of the Customer Enrollment Agreement. "Notice" means a "written notice" as defined above.
4. **RENEWAL:** The customer and Tutor Doctor agree that this Customer Enrollment Agreement may be renewed, extended, or otherwise modified, and that the customer's credit card may be charged accordingly, by email notice with electronic signature (customer's name as it appears in the Customer Enrollment Agreement, set forth within an email notice, and preceded and followed by slashes; for example, /David P. Smith/). You must have a computer with hardware and software capable of receiving emails, downloading and reading documents (such as Adobe), and storing them on your computer. You may request a paper copy of the Customer Enrollment Agreement or any renewal, extension, or modification at any time for no additional fee, and the customer may revoke this consent at any time, by written notice to Tutor Doctor.
5. **APPROVED PAYMENT PLANS (if applicable):** Where post-dated cheques are not permissible and where the customer selects an approved payment plan, the plan will provide for automatic payments to avoid interruption of service.
6. **GUARDIAN:** A guardian must be present on the premises during each tutoring session with any minor (a minor is any student under the age of 8. A guardian means a person who is at least over the age of 18 .
7. **TUTORS:** It is understood that Tutor Doctor will do all it can to find a suitable tutor in a reasonable time solely defined by Tutor Doctor once deposit has been cleared. Tutor availability varies depending on season, subject, and student availability. All tutors are screened. Any concerns that a customer may have with a tutor match should be shared as soon as concern is noted and discussed with Tutor Doctor to allow opportunity for resolution.
8. **TUTOR SOLICITATION:** Tutor Doctor is required to ensure in writing that Tutors it has contracted are not allowed to accept direct employment or referrals from Tutor Doctor customers. Solicitations of services with a Tutor Doctor tutor, except through Tutor Doctor, are strictly prohibited.
9. **SESSION RESCHEDULING:** The customer must contact Tutor Doctor to arrange for rescheduling. We require a minimum of twenty-four (24) hours prior notice to reschedule a session. One session will be deducted from your account if sufficient notice is not provided. The authority to cancel/ reschedule sessions within 24 hours is only allowed by the customer (parent/guardian/adult student).
10. **NON-SUFFICIENT FUNDS (NSF PAYMENTS):** An NSF payment may result in the termination of this agreement at the sole discretion of Tutor Doctor. A replacement payment by cash, certified or cashiers cheques or money order plus an NSF fee of One Hundred Fifty Dirhams (AED 150) must be received by Tutor Doctor within five (5) business days after customer receives the NSF notification. Declined credit cards and stopped payments shall be considered as NSF payments.
11. **TRANSFERABLE SERVICE:** Hours are transferable to alternate tutors for alternate subjects as deemed necessary. Parents, guardians and adult students can reserve hours or place tutoring on hold for alternate courses or transfer them to other family members (living in the same household) as long as day's notice has been given in writing.
12. **TUTOR DOCTOR'S EXCLUSIVE RIGHT TO TERMINATE:** This agreement may be terminated at any time if, in Tutor Doctor's judgment, the tutoring is being conducted under circumstances not conducive to the student's success. This includes, but is not limited to, abusive, hostile or unsafe environments; unreasonable expectations placed upon the tutor; and any attempts by the customer or student to compromise the tutor's integrity. If Tutor Doctor terminates the enrollment, all paid unused hours will be refunded to the client.

13. TUTOR DOCTOR GUARANTEE: Parents, guardians, and adult students may request change of tutors within reason, as defined by Tutor Doctor. Used tutoring hours are non-refundable. Within 60 days of enrollment, with written notice, the account can be closed, and the closing balance determined as follows: Total monies received minus value of used hours (re-priced to the hourly rate applicable to the actual number of hours used), minus an AED 150 administrative fee. A negative balance is due in full to Tutor Doctor at time of cancellation. Tutor Doctor will refund any remaining positive balance within 30 days of cancellation. The Registration Fee is not refundable.