**TERMS & CONDITIONS**

**Parent/guardian or Guardian**

**You are to ensure that you are legally in the position to engage a home tutor for the student in the capacity of a parent/guardian or guardian.**

**Regarding the Tutor**

Kingsdale Education does not warrant that the description of the tutor is without error as the profile of the tutor is submitted by the tutor himself/herself. Kingsdale Education shall however endeavour to verify the truth of what the tutor submitted to us by requesting documentary evidence. The parent/guardian is advised to request the tutor to present his/her credentials and qualifications for validation on the first lesson so as to avoid any later misunderstanding.

**Unreasonable Requests**

**Parents/Guardians/Students is/are not to make unreasonable requests towards the tutor which is beyond the scope of the service which the tutor is supposed to provide. Tutors not abiding by the unreasonable requests of parents/guardians/students shall not form the basis of a complaint against the tutor. Unreasonable requests include (but not limited to) loading the tutor with loads of marking work outside tuition hours or telling the tutor to stay beyond the agreed duration of the tuition.**

**Tuition Fee Matters**

The tuition rate table serves as a basis for the amount of tuition fees payable by parent/guardians for private tuition services. Parent/guardians/guardians and tutors should adhere to the fee range indicated in the tuition rate table. Kingsdale Education reserves the right to amend the tuition rates at anytime on the website (teach.com.sg) based on prevailing market conditions. Any requested rates submitted by parent/guardians/tutors prior to any fee amendment will still be valid, but any subsequent requests made after any fee amendment

will have to follow the new fee table strictly.   
  
**Tuition Venue**

The tutor assigned by Kingsdale Education will teach at the residential address stated in the registration form unless otherwise indicated. The parent/guardian is to provide a conducive environment for the tutor to conduct his/her lessons.

**The First Meeting**

It is the parent/guardian’s responsibility to ensure that the tutor's credentials and qualifications are satisfactory by requesting to check the relevant educational documents during the first meeting. Parents/guardians are only allowed to change tutor if it is demonstrated that the tutor does not fit the description requested by the parent/guardian/guardian or that the tutor has been proven to be incompetent.

**Hours Per Session**

The minimum number of hours per session is 1.5 hours.

**Books & Materials**

The parent/guardian is responsible for getting all necessary study materials ready prior to each lesson. The tutor is not responsible for bringing any study materials or provide any books or worksheets for the student. The parent/guardian has to bear the cost of study materials purchased by the tutor at

the request of the student/parent/guardian.

**Confidentiality**

Before the first lesson, Kingsdale Education does not disclose the contact numbers of the tutors to the students/parent/guardians. Exchange of numbers can be done when the tutor meets up with the student on the first lesson.  
  
**Payment Arrangement**

Prior to the first lesson, the parent/guardian has to make payment equivalent to 50% of the fees for that month. If tuition classes are once a week, 50% of the fees for the month will be deemed as the fees for 2 lessons. For twice a week tuition classes, 50% of the fees will be deemed as fees for 4 lessons. For example, if the first lesson starts on the 15th August 2013, tuition classes will be until the 15th September 2013 for the purposes of this fee arrangement. After the first 4 weeks of tuition, the parent/guardian will pay the tutor for the 3rd and 4th weeks of tuition only. The tutor is entitled to be paid the full tuition fees after the first month of tuition and the parent/guardian is subsequently free to negotiate with the tutor on whatever terms he/she so wishes.

Payment can be made to Kingsdale Education’s Standard Chartered Bank’s ***SME Lite Chequeing Account*** **0102609160** via internet banking or ATM fund transfer. This is our commission fee and is therefore non-negotiable. The amount of our commission fee will not

be affected by lesson postponement/ cancellation. 

Neither you nor the tutor is allowed to negotiate the commission fee or tuition fee with each other in any way for the first month. You should inform us immediately if the tutor tries to negotiate the tuition fee or tries to bypass the Kingsdale Education. We will not hesitate to take up legal action against any party who tries to cheat us of our commission fee. If you decide to stop the tuition after the first lesson, you are only required to pay for that lesson. There

is no free lesson.

The tutor is not allowed to collect any payment on behalf of Kingsdale Education. If you wilfully pay our commission fee to the tutor and the tutor does or pay us the commission fee, you will be liable for our losses, and Kingsdale Education shall not be held liable for any inconvenience caused by you. Payment due by you is to be settled within 5 days or before the second lesson, whichever is earlier. Any delay will subject you to a $5 per week. If the delay is a month or more, we will submit the case to Small the Claims Tribunals

and you will indemnify us all costs involved in recovering our commission fee.  
  
**Unilateral Default**

After Kingsdale Education has successfully found you a tutor and you decide to terminate the tuition services even before the first lesson, you have to pay an administration fee of SGD$50 to compensate us for the trouble in finding you a tutor.

**Dispute Between Parties**

Kingsdale Education will not act as a mediator for any dispute or disagreement between the tutor and the student/parent/guardian. We cannot take sides and can only offer our opinions on the matter.

**Relationship of Parties**

By registering with Kingsdale Education, it will not create any partnership, joint venture, franchise, sales representation, or employment relationship between Kingsdale Education and you. You will have no authority to make or accept any offer or make representations on behalf of Kingsdale Education. You are strictly to adhere to the terms of the agency agreement.

**Limitation of Liability**

Kingsdale Education, its owners and employees, will not be liable for any damages, including but not limited to direct, indirect, special, incidental,

punitive or consequential damages arising out of our services. 