

Tutoring Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Tutoring Agreement

This Tutoring Agreement (this "Agreement") is made on [Date] between [Tutor's full legal name or business name] of [Tutor's address] (the "Tutor") and [Parent/guardian's full legal name] of [Parent/guardian's address] (the "Parent/Guardian"), who enters into this Agreement on behalf of, and as the person financially responsible for, [Student's full name] (the "Student"). Where the Student is entering into this Agreement in the Student's own right rather than through a parent or guardian, every reference in this Agreement to the Parent/Guardian means the Student, and the Student signs below in that capacity instead.

The Parent/Guardian engages the Tutor to provide tutoring to the Student in the subject or subjects, and on the schedule, set out below (the "Sessions"). This Agreement sets out the session rate and payment terms, the tutoring schedule, and what happens if a scheduled Session is changed, cancelled or missed.

1. The Parties and Their Contact Details

The Parent/Guardian can be reached at [Parent/guardian's telephone number] and [Parent/guardian's email address], and shall tell the Tutor of any change to these details as soon as it happens. Where the Student is old enough to communicate directly about scheduling, the Student may also be reached at [Student's telephone number or email, if applicable, or write "n/a"], but the Parent/Guardian remains responsible for confirming Sessions and for payment under clause 3.

The Tutor can be reached at [Tutor's telephone number] and [Tutor's email address]. The Tutor provides the Sessions as an independent contractor, not as an employee of the Parent/Guardian or of any school, and is responsible for the Tutor's own taxes. The Tutor confirms holding the following relevant qualifications, experience or certifications, if any: [Tutor's relevant qualifications, experience or certifications, or write "none"].

2. The Student and Tutoring Goals

The Tutor agrees to tutor the Student in the following subject or subjects, at the following level, working toward the following goals. The Parent/Guardian shall tell the Tutor of any change to the Student's school placement, curriculum or learning needs that affects the Sessions:

- (a) Subject or subjects to be tutored: [Subject or subjects to be tutored]
- (b) Student's current grade, year or level: [Student's current grade, year or level]
- (c) Goals for the tutoring engagement:

[Goals for the tutoring engagement, e.g. improve test scores, complete a specific course, prepare for an exam]

(d) Learning needs, accommodations or diagnoses the Tutor should be aware of, if any: [Learning needs, accommodations or diagnoses, or write "none"]

(e) School, teacher or curriculum contact the Tutor may coordinate with, if any: [School, teacher or curriculum contact, or write "none"]

3. Session Rate and Payment

The Parent/Guardian shall pay the Tutor

[Rate, e.g. \$40 per hour or \$150 per week for the schedule in clause 4] . Where the

Parent/Guardian books a Session outside the schedule in clause 4, it is charged at

[Rate for additional or one-off sessions] .

Payment is due

[Payment timing, e.g. before each Session, weekly in advance, or on receipt of a monthly invoice]

by [Accepted payment methods] . Payment unpaid

[Number of days before a late fee or pause applies, e.g. seven (7)] days after it falls due

[Consequence of late payment, e.g. "carries a late fee of [amount]" or "results in Sessions being paused until payment is received"] .

Where the Parent/Guardian prepays for a block or package of Sessions, unused Sessions are refundable on the following terms:

[Whether prepaid Sessions are refundable and on what terms, or write "non-refundable"] .

4. Scheduling and Format

Beginning [Start date for sessions] , Sessions take place

[Frequency, e.g. once a week, twice a week] , on [Days of the week sessions take place] ,

at approximately [Approximate time of day for each session] , each lasting approximately

[Length of each session] . Sessions take place

[Format, e.g. in person at the Student's home, in person at the Tutor's location, online by video call] ,

at or via [Location or platform for sessions] .

The Parent/Guardian shall request any addition, cancellation or change to a scheduled Session by [How schedule changes are requested, e.g. text message to the Tutor] at least

[Notice required to change a scheduled session, e.g. twenty-four (24) hours] before the

affected Session. A change requested with less notice is accommodated only if the Tutor is able to do so.

5. Cancellation, No-Shows and Make-Up Sessions

A Session cancelled by the Parent/Guardian with at least the notice required by clause 4 is not charged, and the Tutor shall offer a make-up Session at a mutually convenient time within [Number of days to offer a make-up session, e.g. seven (7)] days. A Session cancelled with less notice than that is charged in full under clause 3 and is made up only at the Tutor's discretion.

If the Student is not present within

[Grace period before a session counts as a no-show, e.g. fifteen (15) minutes] of the scheduled start time and the Parent/Guardian has not given notice, the Session is treated as a no-show, is charged in full, and is not made up.

If the Tutor is unable to give a scheduled Session, the Tutor shall tell the Parent/Guardian as soon as reasonably possible and shall reschedule the Session at no charge or, at the Parent/Guardian's choice, credit its fee against the next invoice.

6. Location, Safety and Supervision

Where Sessions take place in person at the Student's home or another location the Parent/Guardian controls, the Parent/Guardian shall ensure a suitable, quiet space for tutoring is available and, where the Student is a minor, that a parent, guardian or other responsible adult is present in the home for the duration of the Session. Where Sessions take place at the Tutor's location, the Tutor shall ensure a suitable, safe space is available and, where the Student is a minor, shall allow a parent, guardian or other responsible adult to remain on the premises during the Session if the Parent/Guardian requests it.

Where Sessions take place online, the Parent/Guardian is responsible for the Student having a working device and internet connection and, where the Student is a minor, for supervising the Student's use of the video call platform named in clause 4. Neither party shall record a Session without the other's advance written consent.

The Tutor shall conduct Sessions professionally and shall not meet with the Student outside the Sessions described in this Agreement without the Parent/Guardian's advance consent. The Parent/Guardian confirms that the arrangements described in this clause are acceptable before the first Session.

7. No Guarantee of Academic Results

The Tutor will provide tutoring with reasonable skill and care but does not guarantee any particular grade, test score, course outcome or admission decision. How much the Student benefits from tutoring depends substantially on the Student's own attendance, effort and completion of any work the Tutor assigns between Sessions, which are outside the Tutor's control.

8. Limitation of Liability

Except to the extent caused by the Tutor's negligence or wilful misconduct, the Tutor is not liable for the Student's academic performance or results, for any consequence of information the Parent/Guardian did not disclose under clause 2, or for any injury, loss or damage arising from a Session held at a location the Parent/Guardian chose or controls.

The Tutor's total liability under this Agreement is limited to the fees paid under it in the [Liability look-back period, e.g. three (3) months] preceding the event giving rise to the claim. Neither party is liable to the other for indirect or consequential loss. Nothing in this Agreement limits any liability that cannot lawfully be limited, including liability for death or personal injury caused by negligence.

9. Term and Ending the Agreement

This Agreement continues on the schedule in clause 4 until ended under this clause. Either party may end it by giving [Notice to end the agreement, e.g. two (2) weeks] written notice. Either party may end it immediately by written notice where the other party materially breaches this Agreement and, where the breach can be fixed, does not fix it within [Cure period, e.g. seven (7) days] of being asked to.

Ending this Agreement does not entitle the Parent/Guardian to a refund of fees for Sessions already given, except for any unused prepaid Sessions refundable under clause 3. Clauses 6, 7 and 8 survive the end of this Agreement.

10. Governing Law and General

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Colorado]. The parties submit to the exclusive jurisdiction of the courts of [Jurisdiction].

This Agreement is the entire agreement between the parties about the tutoring described in it and replaces any earlier understanding on that subject. It may only be amended in writing signed by the Tutor and the Parent/Guardian. Neither party may assign it without the other's written consent.

If any provision of this Agreement is held unenforceable, the rest continues in force. A failure to enforce a provision is not a waiver of it. Notices under this Agreement may be given by email or text message to the contact details in clause 1 and take effect when sent.

11. Signatures and Effective Date

This Agreement takes effect on the date of the last signature below. The parties may sign in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. Each party confirms that they have read this Agreement, that the details entered in it are accurate, and that they have received a copy.

Where the Parent/Guardian signs on behalf of the Student, the Parent/Guardian confirms being the Student's parent or legal guardian, confirms having authority to enter into this Agreement on the Student's behalf, and remains responsible for payment under clause 3 regardless of the Student's age at any later date.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Tutor

Signature: _____

Printed name: _____

Date: _____

Parent/Guardian (or the Student, if signing in the Student's own right)

Signature: _____

Printed name: _____

Date: _____