



Email: [minervatuition@gmail.com](mailto:minervatuition@gmail.com)

[www.minervatuition.com](http://www.minervatuition.com)

## Terms and conditions

These terms and conditions form the contract between the Client and **MINERVA TUITION HK**, a sole proprietorship registered in Hong Kong with certificate no. 56200979-000 whose place of registration is Room B, 11F, Wing Cheong Commercial Building, 19-25 Jervois St, Sheung Wan, Hong Kong ('Minerva HK').

It is understood that by accepting this document the Client confirms that she or he understands and agrees to these terms and conditions. These terms and conditions may be varied by Minerva HK from time to time by giving notice in writing.

IT IS AGREED AS FOLLOWS:

### 1. Interpretation

<b>'Client'</b>	parents/guardians who engage Minerva HK to provide Tutorial Services and/or related services
<b>'Student'</b>	the individual receiving the tuition
<b>'Tutorial Services'</b>	means tuition services and other associated services such as schools advice provided to the Clients of Minerva HK
<b>'Tutors'</b>	means those tutors engaged by Minerva HK to provide Tutorial Services

### 1. Services to be provided by Minerva HK

- 1.1 Minerva HK agrees to provide Tutorial Services to the Client, these Tutorial Services to comprise 1- to-1 tuition, unless otherwise agreed in prior discussion with Minerva HK. Tutorial Services will be provided by those Tutors engaged by Minerva HK.
- 1.2 Tutorial Services may be carried out either by electronic means (typically by skype or similar but in all cases such means to permit visual communication) or in person, as agreed between the Client and Minerva HK prior to the commencement of the Tutorial Services. If Tutorial Services are to be carried out in person, a suitable physical location, which may or may not comprise the Tutor's own premises, will be agreed between the Tutor, the Client and Minerva HK prior to the commencement of the Tutorial Services. Whether the Tutor's own premises or some other location, the Tutor will ensure that this physical location will provide a place where uninterrupted and peaceful learning can take place.
- 1.3 Tutorial Services will typically be provided in batches of sessions of 1 hour each, the precise number of sessions in each batch to be agreed between the Client and Minerva HK prior to the commencement of the Tutorial Services. Minerva HK will provide the Client with a review at the end of the batch of sessions.
- 1.4 The dates of the sessions will be agreed in advance by the Tutor and the Client. If the Tutor is unable to provide Tutorial Services to the Client on a prior agreed date and time due to illness or injury or other reasonable cause, the Tutor shall advise the Client and the session shall be re-arranged at a mutually agreed time.
- 1.5 In the event that a Client expresses dissatisfaction with the Tutor or the Tutorial Services being provided by the Tutor, Minerva HK will seek to rectify such a situation with the Tutor and the Client. Minerva HK reserves the right to offer the Client the Tutorial Services provided by another Tutor. However, there is no guarantee that Minerva HK will be able to so rectify such a situation.

### 2. Scheduling and Absences

- 2.1 The Client is responsible for ensuring that the Student is aware of lesson dates and times agreed with the Tutor.
- 2.2 Students should be ready to start promptly at the agreed start-time and with all materials required for the session. In the case of skype sessions, the Client should have ready any and all materials sent in advance by the Tutor. Where applicable, homework should have been sent to the Tutor for marking 24

- hours prior to the session unless otherwise previously agreed with the Tutor. The Client will at all times provide a safe environment where uninterrupted and peaceful learning can take place for the Student.
- 2.3 In the event of sudden illness, there will be no charge for the session but evidence such as a doctor's note, may be required, particularly if this becomes a regular occurrence.
  - 2.4 Where a session is cancelled by the Client with less than 24 hours' notice, or where the Client fails to attend a session, the session will be billed to the Client at the usual fee (unless good cause can be proven by the Client). Where good cause is proven by the Client to Minerva HK, the session will be rearranged at a time mutually agreed between the Client, Minerva HK and the Tutor.
  - 2.5 Frequent cancellations by the Client, and which Minerva HK perceives to be unreasonable and without good cause, will be considered for termination of the contract with the Client. In such event the Client will not be entitled to a refund in whole or in part of the fee.
  - 2.6 If the Client is late for a session without good cause, the Tutor is only required to provide the Tutorial Services until the prior agreed end time, and this will be considered to be a full session for the purposes of the provision of said Tutorial Services. The Tutor, at their discretion, may extend the session to the full hour.
  - 2.7 In the event that there is an interruption to the Tutorial Services due to technical or power issues which prevent the use of electronic transmission, the Tutor will agree a rescheduling of the session with the Client. In such event, no cause will be attributed to either the Tutor or the Client.

### **3. Fees**

- 3.1 Fees are payable in advance of the agreed sessions for which an invoice will be issued.
- 3.2 Fees will be agreed prior to arrangement of each batch of sessions, and payment should be made before the start of each batch. Where payment has not been received before the first session, then at the discretion of Minerva HK, this may result in the cancellation of Tutorial Services to the Client.
- 3.3 Means of payment will be agreed between Minerva HK and the Client at the time that sessions are arranged, and should be made either by cheque, cash or by electronic transfer.

### **4. Notice period**

- 4.1 Two weeks' notice is required by email should the Client wish to terminate the agreed Tutorial Services. Provided the requisite notice is given, fees for Tutorial Services not provided will be refunded. Minerva HK reserves the right to terminate the agreed Tutorial Services, as appropriate, upon the requisite notice (two weeks) given to the Client.

### **5. Insurance and liability**

- 5.1 Minerva HK will not be held accountable or responsible to the Client for the academic success or lack thereof demonstrated by any of its Clients. Although Minerva HK will do everything in its power to help academic levels and skills improve, it will offer no guarantee thereto to its Clients.
- 5.2 Minerva HK is not liable for any loss, damage or injury caused while providing Tutorial Services to a Client.
- 5.3 Where Tutorial Services are provided by the Tutor in a physical location, Minerva HK will advise parents / guardians of children to remain in the building with their child during the provision of the Tutorial Services. If parents/guardians choose to leave their child alone with the Tutor during the tutorial, they do so free of choice, and at their own risk.
- 5.4 Copyright in all materials and notes provided will remain with Minerva HK.

### **6. Confidentiality**

- 6.1 Minerva HK agrees to hold confidential information about any Client as securely as possible, and will not sell, rent or distribute such Clients' personal information, or any information relating to children, to any third parties.
- 6.2 Minerva HK will hold and maintain all data on the Client and the Tutorial Services in accordance with the data protection rules and regulations of Hong Kong.
- 6.3 From time to time Minerva HK will send out to all its clients circulars and updates of its activities by email; Clients may choose to opt out of receiving such emails by notifying Minerva HK accordingly.