SERVICE AGREEMENT FOR TUTORING SERVICES

# THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this day of

 **, .**

**CONTRACTOR**

Knowledge Bump

PO Box 28062 RPO Parkdale Waterloo Region

(the "Contractor")

**CLIENT**

(the "Client")

# BACKGROUND

1. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
2. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.
3. Parties identified in the agreement include: The Client, representing the student and their parent/guardian; the Student, representing the individual receiving the tutoring services; the Contractor, representing Knowledge Bump, and the Tutor, representing the individual conducting the tutoring lessons

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

# ONTARIO CONSUMER PROTECTION ACT, 2002

1. Consumer rights as outlined in the Ontario *Consumer Protection Act, 2002* can be found at the end of this Agreement in Appendix A.

# SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
	* The Contractor will assess the educational needs of the Client and/or their child or children (the "Student").
	* The Contractor will be in regular communication with the Client to ensure their needs are met.
	* The Contractor will assign a suitable tutor (the "Tutor") to the Student who will tutor the Student in an agreed-upon academic subject or subjects.
	* The Contractor will provide and facilitate online tutoring, essay help, or test prep, as defined by Knowledge Bump company policy document, found in Appendix B.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

**TERM OF AGREEMENT**

1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
2. In the event that the Client wishes to terminate this Agreement, they will be required to provide 7 days' written notice to the Contractor.
3. Clients cannot terminate the agreement before the first two weeks of service has been completed.
4. In the event that the Contractor wishes to terminate this Agreement, they will be required to provide 14 days’ written notice to the Client.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non- defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

# PERFORMANCE

1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
2. The Parties agree to adhere to the obligations as outlined in the Online Tutoring Company Policy document (see Appendix B).
3. The Parties agree that, while the Contractor is to do everything possible to provide the Client with an excellent tutoring experience, the Contractor makes no promises, guarantees, or warranties with regards to the student’s performance as a result of any tutoring service provided. In no event shall the Contractor’s obligations, expressed or implied, to the client, exceed those obligations noted in the aforementioned company policy in Appendix B.

# CURRENCY

1. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

# COMPENSATION

1. The Contractor will charge the Client for the Services at the rate of $35.00 per hour (the "Compensation").
2. The Client will be invoiced every two weeks, after the sessions have been completed.
3. Invoices submitted by the Contractor to the Client are due within seven days of receipt.
4. If the Client does not pay an invoice within the seven day period, the Client is subjected to an interest fee of 1.5% per month that the invoice remains outstanding.
5. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.
6. The Contractor will not award any refunds, for any reason.
7. The Contractor reserves the right to increase the charge for Online tutoring if the client has extended the need for the Services beyond 12 months (365 days). This is so that the Tutor carrying out the service can be awarded a salary raise in the event that it is necessary. Should the Contractor exercise this right and increase the hourly rate for the Services, the Contractor must give the Client 30 days notice of an increase, and cannot increase the rate more than $3 per year.

# CONFIDENTIALITY

1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
2. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
3. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

# OWNERSHIP OF INTELLECTUAL PROPERTY

1. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use licence of this Intellectual Property.
2. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

# RETURN OF PROPERTY

1. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

# CAPACITY/INDEPENDENT CONTRACTOR

1. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

# RIGHT OF SUBSTITUTION

1. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
2. In the event that the Contractor hires a sub-contractor:
	* the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
	* for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

# AUTONOMY

1. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

# EQUIPMENT

1. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor’s own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

# NO EXCLUSIVITY

1. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

# NOTICE

1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered either by post or electronically to the Parties at the following addresses:
2.
3. Knowledge Bump
tutoring@knowledgebump.ca

PO Box 28062 RPO Parkdale Waterloo Region

or to such other address as either Party may from time to time notify the other.

# INDEMNIFICATION

1. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

# ADDITIONAL CLAUSES

1. Cancelling a Session:

In the event that the Client and/or the Student need to cancel an upcoming session, the Client and/or the Student must provide the Tutor with at least 24 hours notice via email, otherwise be subjected to a "late cancellation" fee e equivalent to the cost of the hours that would have been worked in that scheduled session (i.e., if the session was scheduled for 1 hour, the Client will be billed $35 for that cancelled session). Personal emergencies are exempt from the late cancellation fee. The Contractor will determine whether the cancellation is to be classified as a Personal emergency or a late cancellation.

1. Missed Sessions:

The Student is expected to be prepared to begin the session with the Tutor at the agreed-upon time, which is to be scheduled in advance of the session. If the Student arrives late to the session, the Client will be billed the full duration of the scheduled session.

If the Student does not show up for the session within the first fifteen minutes of its scheduled start time, the Tutor will assume the Student will not be attending the session, and as such the Client will be subjected to a "no-show" fee, equivalent to the cost of the hours that would have been worked in that scheduled session (i.e. if a session was scheduled for one hour, the Client will be billed a $35 "no-show" fee).

1. Cancelling Sessions due to Technological Issues:In the event that there is a technology-related issue – either from the tutor’s end or the client’s end – the session will be cancelled, and the client will not be billed for the session. With that said, it is the client’s and the tutor’s responsibility to communicate this issue with each other, as well as the office.
2. Hours of Operation and Communication:

The Contractor agrees to adhere to the standard office hours, between 9am and 5pm, and can be reached by phone, email, or text message. The Contractor also agrees to respond to correspondences within 1 business day of receipt. The Client agrees to respond to correspondences, either by phone, text, or email, within two business days of receipt.

# MODIFICATION OF AGREEMENT

1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

# TIME OF THE ESSENCE

1. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

# ASSIGNMENT

1. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

# ENTIRE AGREEMENT

1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

# ENUREMENT

1. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

# TITLES/HEADINGS

1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

# GENDER

1. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

# GOVERNING LAW

1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

# SEVERABILITY

1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

# WAIVER

1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this day of , .

 (Client)

Knowledge Bump

Per: (Seal) Officer's Name:

**Appendix A**

**Your Rights under the Ontario Consumer Protection Act, 2002**

You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for cancelling during this 10-day period.

If the supplier does not make delivery within 30 days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligations within 30 days after the commencement date specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within 30 days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services.

To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you.

If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).

However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier.

**Appendix B**

**Online Tutoring Company Policy**

We pride ourselves on providing high-quality, affordable services to our clients. In order to be as transparent as possible, we have outlined our policy and procedures in this document, all for your convenience!

The policy outlined in this document is applicable to the following services: online tutoring; essay help; test prep. For our Editing Services Company Policy, please see the appropriate document, located on our website.

Hours of Operation and Communication Policy:

Knowledge Bump’s hours of operation are from Monday-Friday, 9am-5pm. Our Communication Policy states that we will respond to emails and voicemails within one business day. We ask that clients try to respond to voicemails or emails sent to them within two business days.

We are also available by text message! Please note that text communications are subjected to the same hours of operation and communication policy as our email and phone policy.

**How it works:**

* We offer free consultations for all new clients. After you send us an email inquiring about our services, we will set up a video conference with you and your child to discuss subject needs, learning style, and non-academic areas for growth.
* We will then talk about what type of services may work best for your needs, as well as scheduling. You will then be sent a service agreement and the company policy, to be read, signed, and sent back to us for processing.
* Once a schedule is in place, online tutoring can commence! You will be sent an initial email with a welcome package that includes this document, copies of the service agreement, and instructions for using our online tutoring platform, BitPaper. You will also be sent email calendar invites that include a link to your personal BitPaper session. You should consider creating an account using that link before the start of your first session.
* During this session, we also determine what kind of feedback/progress update you’d prefer to receive. For more information, see our “Feedback/Progress Update” policy on page 3 of this document.

**Signing Up:**

At Knowledge Bump, we want to give our clients the ability to see if our services are the right fit for them without having to spend a lot of money up-front. In fact, we are so confident in our quality of service, that we **don’t lock clients into lengthy contracts**. Instead, we simply **require clients to commit to at least the first two weeks of scheduled programming for our online tutoring services**. If you find that after the first two weeks you’re not satisfied, you can absolutely cancel our services and will only need to pay the first invoice.

**Billing:**

We want to make billing as easy and stress-free as possible. To achieve this, we have set-up the following payment schedule:

* Clients are billed bi-weekly, after the previous two weeks’ sessions have commenced.
* Clients then have 7 days to pay the invoice.
* Clients can pay online by credit card or by e-transfer. All e-transfers should be sent to payments@knowledgebump.ca and all credit card payments can be made online by clicking the link on your electronic invoice.
* If you are having trouble with an invoice, contact payments@knowledgebump.ca for assistance.

**Cancellations**:

***Missed Sessions:***

If you miss a session without having cancelled ahead of time, you will be charged a “no-show” fee equivalent to the full cost of the scheduled session. For example, if a session was booked for one hour, and the student doesn’t show up, the invoice will reflect a $35 “no-show” fee.

A session is also counted as a missed session if the student is more than 15 minutes late to the session. At that point, the tutor will log out of the online portal, assuming the student isn’t showing up, and a “no-show” charge will appear on the invoice.

***Client Cancelling Sessions:***

Clients can absolutely cancel a session, as long as they give us at least 24 hours notice, preferably by email or text message (so that we have it on record). Sessions cancelled with this amount of notice will not be charged on the invoice.

Sessions cancelled with less than 24 hours notice are subjected to a “late cancellation” fee, equivalent to the full cost of the scheduled session. For instance, if a session was booked for one hour, and a client cancel’s with less than 24 hours notice, the invoice will include a $35 “late cancellation” fee.

We understand that things happen – emergencies come up. If it is an emergency, please let us know! Personal emergencies are not subjected to late fees. With that said, it is up to the discretion of the office to waive the late fee, so please talk to us!

***Tutor Cancelling Sessions:***

If the tutor needs to cancel a session, they will give you at least 24 hours notice, unless there is an emergency. In either event, the tutor will work with you to reschedule the session. If the tutor is unable to reschedule that session, you simply won’t be billed for the cancelled session.

***Cancelling Sessions due to Technological Issues:***

In the event that there is a technology-related issue – either from the tutor’s end or the client’s end – the session will be cancelled, and the client will not be billed for the session. With that said, it is the client’s and the tutor’s responsibility to communicate this issue with each other, as well as the office.

***Client Cancelled Programming*:**

At Knowledge Bump, we believe in giving our clients the freedom to choose how they meet their tutoring needs. This means that we **don’t** lock clients into lengthy contracts that are difficult to get out of. Instead, we only require one week’s notice to cancel programming entirely: just enough time to wrap up any lessons that the tutor and student were currently working on. Please note that you will still be responsible for any outstanding invoices for sessions not yet billed or paid for.

Though it’s not required, we do ask that you send us feedback! We value what our customers have to say and want to know how we can improve our services. If you would like to provide us with feedback upon cancelling our services, please fill out the feedback form, which will be attached to the “confirmation of cancellation” email.

***Other Terminations****:*

Please note that, in the rare event Knowledge Bump needs to cancel programming with a student, we will provide the student/parent with 14 days notice of cancellation. The client will therefore be responsible for any outstanding invoices.

**Refunds**

Because Knowledge Bump does not use a pre-paid billing schedule and therefore does not bill for sessions ahead of time, we have a strict No Refund policy. Refund requests for any reason will not be honoured.

**Feedback/Progress Updates:**

Knowledge Bump ensures that parents and students are given valuable feedback in a timely manner, depending on each student’s and/or parent’s needs. We offer the following types of feedback/progress updates:

* Informal, verbal feedback – this can be completed however the tutor and parent/student see best. Examples include a short conversation at the end of each session, a quick phone call every month, etc. These are meant to be check-ins for the parent and/or student with the tutor, so these would be sorted out with the tutor during the first session.
* Formal, written feedback – these are formal reports (almost like report cards) that state the student’s progress. These can be emailed to the parent and/or student, highlighting their progress thus far. This type of feedback will have a set schedule for when the tutor needs to send it to the parent/student, such as monthly, bi-monthly, quarterly, or semi-annually.
* Scheduled phone calls - this type of feedback is best used when parents want to book time to have a chat with the tutor and/or with the office to receive information on something specific (i.e. progress with a specific skill or assignment, adjusting the program, etc.)

**Using BitPaper:**

We use a third-party platform, BitPaper, to host our online tutoring sessions. All that is required of the client is to sign up for an account! It’s free for clients to use (therefore, if it’s asking you to pay, please contact the office immediately!). It’s completely safe and secure, as only those who have access to the link – which would be the tutor and the student/family – can access the sessions.

If you experience issues using BitPaper, please contact the tutor and/or the office as soon as possible so we can resolve the issue.

Additionally, please do not login to BitPaper outside of the scheduled times. This is because the program is designed to allow students and tutors to pick up where they left off. If a student were to login without their tutor present, it may cause a discontinuation of the previous session, therefore causing an unwarranted amount of time needed to be spent to restore the work that may have been lost. While this would only occur in an extremely rare scenario, it is something that we believe parents and students should be aware of in order to prevent any unfortunate mistakes.

***How to use BitPaper*:**

BitPaper is an incredibly streamlined platform that is easy to use. Once you have created an account, you can use the link that will be sent to you to login to the online platform. This link will bring you to your private session with your tutor. For a full set of instructions, consult the BitPaper Instructions document, available on the website or located in your welcome package.

**Obligations of the Tutor:**

Below outlines the obligations and expectations that each tutor must adhere to:

* To assist the student in the previously agreed upon and defined areas that need attention to the best of their ability, both academically and non-academically
* To communicate with the student and/or parent/guardian in a timely manner
* To provide feedback/progress updates when necessary
* To prepare session activities, lessons, homework, etc. ahead of time
* To treat the student and parent/guardian with the utmost respect

**Obligations of the Student:**

Below outlines the obligations each student that uses our services must abide by:

* The student will help the tutor identify problem areas in which the student needs specific tutoring by being open and honest with the tutor.
* The student agrees to be prepared for every session by having any and all materials, utensils, homework, etc. ready and available.
	+ Additionally, any homework assigned by the school that is to be completed with the tutor’s assistance must be sent to the tutor electronically at least one day in advance.
* The student agrees that assignments, activities, exercises, or homework form an integral part of tutoring and will complete such work in a timely manner.
* The student will try their best in each session, using active listening, and showing respect for the tutor.

**Obligations of the Parent/Guardian:**

Below outlines the obligations any parent/guardian that uses our services must abide by:

* The parent/guardian will ensure that they are home and available while sessions are running.
* The parent/guardian is responsible for the student’s conduct and character during the sessions, including promptness, respectful behaviour, and staying on task.
* The parent/guardian is responsible for initiating any communication with the tutor.
* The parent/guardian is responsible for setting up the student’s BitPaper account and ensuring that the student has a way of logging in and accessing BitPaper for each session
* The parent/guardian agrees to ensure that the student has completed all work assigned by the tutor within the timeframe given.

**Warranties/Guarantees:**

While we strive to provide the best service possible, the tutor & Knowledge Bump make no promises, guarantees, or warranties with regards to a student’s performance as a result of any tutoring provided. In no event shall our obligations, expressed or implied, to any student or client, exceed those obligations specifically noted in the section above.