

TERMS OF USE

For *Achievements* Clients:

Due to the fact that scenarios can come up where a tutor, mentor or shadow (henceforth to be referred to as service provider) will arrive to provide services for client and client will not be available, guidelines will be put forth to be agreed upon by all parties:

I.

- 1) If client will notify the service provider at least three hours before start of session – or before 9:30 am that client will not be available, or
- 2) In an event that client was totally not at fault (explained on Page 2 – Appendix – of this agreement) for being unavailable,
- 3) and totally not at fault for not notifying the provider,
- 4) Client will not bear obligation for any compensation.

II.

- 1) In the event that client did not notify the service provider within the above mentioned times, or
- 2) In the scenario where the client would be considered at fault for not being available and/or not notifying the service provider,
- 3) The client will have to pay for half of the rate agreed upon for a regular session.

Payment Schedule:

Payments for services rendered are to be made at the end of every second week of services provided.

Payments can be made in check, cash, debit or credit card (please note that for debit or credit card payments there will be an additional 3.5 % processing charge).

Regardless of how client will choose to pay, client is to provide a debit or credit card for *Achievements* to store on file. If payment is not received by the next billing cycle – 14 days from when payment is due – *Achievements* will have the right to bill the debit or credit card on file.

\$_____ per session

Credit/Debit Card Information

Name_____

CC#_____

Security Code_____ Exp._____

_____ _____
Achievements *Client*

Appendix

To illustrate what is considered at fault and what is not, we present the following scenarios:

- I. In a case where
 1. The service provider came to client's house and child wasn't available because the family had to attend a *simcha* or other event/function that was previously known about and not unexpected, or
 2. If child was ill and did not come to school, and client was aware that child was ill and did not come to school, and
 3. client didn't warn provider within the timeframe mentioned,
 4. the client is at fault and would pay half of the rate agreed upon for a regular session.

- II. If the service provider came to school and
 1. The child wasn't available because the child's teacher/principle/substitute teacher/morah (etc.) unexpectedly gave a class recess at time of service provider's session, and
 2. the parent wasn't notified of this recess and wasn't able to notify provider within the mentioned times,
 3. this is considered not at fault and no compensation will be given.

- III. In cases where fault is unclear or there are several mitigating factors that no longer make the cases clear cut, Achievements and client will discuss to ascertain proper procedure.

- IV. If an agreement is not reached, Achievements and client agree to go to the Bais HaVaad for mediation.

Additionally,

If provider was notified even later than the times mentioned, such as after 9:30, and/or less than three hours within session, and provider didn't come to session, there will be no compensation given.