Tutoring Agreement

Australia version

This agreement is between _____ (the “Tutor”) and the parent or student signing below, for tutoring of _____ in _____.

1. Sessions

Sessions will take place _____, in person or online as agreed. The Tutor will plan lessons around the student’s goals and give regular progress updates.

2. Fees

The fee is $_____ per session, payable in advance monthly or at each session.

3. Cancellations

Sessions cancelled with less than _____ hours’ notice are charged in full, except in emergencies. If the Tutor cancels, the session will be rescheduled or refunded.

4. Safeguarding

Where the student is under 18, a parent or guardian will be at home during in-person sessions, and online sessions take place in a shared space where possible. The Tutor will hold any background check legally required for working with children.

5. Results

The Tutor will do their best to help the student improve but cannot guarantee exam results.

6. Ending

Either party may end this agreement at any time with one week’s notice. Prepaid unused sessions will be refunded.

7. Changes and waiver

Any change to this agreement must be in writing and signed by all parties, which may be done electronically. A failure or delay in enforcing any part of this agreement is not a waiver of that right.

8. Governing law and jurisdiction

This agreement is governed by the laws of _____, Australia. Each party submits to the jurisdiction of the courts of _____ and the courts that may hear appeals from them.

9. Electronic signatures and counterparts

This agreement may be signed electronically and in counterparts, each of which is an original and which together form one agreement. The parties agree that electronic signatures are valid and binding under the Electronic Transactions Act 1999 (Cth) and the corresponding legislation of _____, and have the same effect as handwritten signatures.

10. Signatures

Signed by the parties on the dates shown below.

Parent or Student

Full name

Email

Date

Tutor

Full name

Email

Date