

196 Paterson Ave., 3rd Fl. E Rutherford, NJ 07073

Tel: (201) 933-2322 Fax: (201) 939-0172 info@ivytp.com

TUTORING PAYMENT TERMS & CONDITIONS

1. Tutoring Fees & Payments

1.1 The Parent/Guardian shall pay Ivy Test Prep the applicable fee for tutoring services: You will be charged based on the program you select. It is parent's responsibility to pay the whole amount by the end of the program.

NOTE: Fees shall be charged on a per student basis.

- **1.2** Payments shall be made via check, money order or credit card. All checks or money orders shall be made payable to Ivy Test Prep. The bounced check fee is \$35. Credit cards we accept: All Major Credit Cards.
- **1.3** Payments shall be made via the following methods: in-person, mail, or electronically through our website. If payment is made in person, it must be given to one of the following employees at Ivy Test Prep: owner, administrator, or company secretary. Tutors are not authorized to accept payments on behalf of Ivy Test Prep
- **1.4** If the Parent/Guardian does not pay the fee in full before the specified time period, all future scheduled tutoring sessions provided by Ivy Test Prep shall be suspended until full payment is received.

2. Cancellation and Refunds

- **2.1** If the Parent/Guardian/Student cancels or reschedules a session the Parent/Guardian/Student must call Ivy Test Prep directly and/or inform Ivy Test Prep in person. Notice of Parent/Guardian/Student cancellation or rescheduling of a session must be received no later than 2 days in advance of the session except for the following emergency situations: death in the family and vehicle accidents for which the following amount of notice must be received immediately.
- **2.2** If the Parent/Guardian/Student does not provide the notice of cancellation or rescheduling specified in Ivy Test Prep reserves the right to charge an additional fee of \$35 per instance of inadequate cancellation or rescheduling.
- 2.3 Ivy Test Prep reserves the right to cancel any classes with insufficient students (less than 5) up to 5 days prior to the first day of a class. All payments will be refunded in full.
- **2.4** Ivy Test Prep reserves the right to postpone or reschedule a tutoring session in the event of extreme weather conditions, unexpected illness of the tutor, or other emergencies. Any rescheduled session(s) shall occur as conveniently as possible.
- **2.5** If the Parent/Guardian/Student pays in advance for a tutoring session or sessions and then wishes to withdraw from the tutoring program, a refund will be given according to the following terms only:
 - Cancellation received in writing at least 2 days prior to the first session will receive a full refund.
 - Cancellation received in writing 0 to 2 days prior to the first session will receive a 50% refund.
- **2.6** After classes start, there will / will not be a partial refund of tuition according to the chart below:



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Time of Withdrawal	<u>Refund</u>
10-30% of the class completion	<mark>50%</mark>
31%-60% of the class completion	<mark>25%</mark>
Beyond 61%	None

2.7 All refunds will be issued by Ivy Test Prep to the person who made the payment. It must be picked up in person or mailed after 5 days following the date the refund was requested. If the payment was made by credit card, Ivy Test Prep will credit the refund amount back to the card within 5 business days.

3. Late Arrival

3.1 Any student who arrives late for a scheduled session will not receive an extended session to compensate for the time lost. Regardless of what time the student arrived for tutoring, the session will end at the regularly scheduled time and no refunds for unused time will be issued.

4. Indemnification

- 4.1 The Parent/Guardian/Student shall not hold Ivy Test Prep responsible for any academic results that do not satisfy the Parent/Guardian/Student's expectations. Ivy Test Prep does not make any guarantees regarding the level of academic improvement the student will achieve.
- 4.2 The Parent/Guardian/Student Client shall not hold Ivy Test Prep responsible for any damages, personal injury, property damage or monetary loss incurred while being tutored.

5. Modifications

- 5.1 Modifications to this agreement can be made by Ivy Test Prep.
- 5.2 Ivy Test Prep shall provide written notice to the Parent/Guardian/Student of any modifications within 3 days.