



Academic Tutoring

Terms & Conditions of Service – Academic Tutoring Effective 1/20/2014

1. Definitions

- “Terms and Conditions” shall be defined as the Frontier Tutoring Terms and Conditions of Service – Academic Tutoring, as amended.
- “Service” shall be defined as the provision of academic tutoring services to Customers.
- “Customer” shall be defined to include the parent, guardian, or responsible party for Service
- “Student” shall be defined as the person receiving academic tutoring services (the Student may or may not also be the Customer).
- “Company” shall be defined as Frontier Tutoring LLC, an Alaska limited liability company.
- “Service Commencement Date” shall be defined as the first day that academic tutoring services are provided to the Student (i.e. the day of the Student’s first tutoring session).
- “Effective Date of Termination” shall be defined as 30 calendar days following the date the Customer provides Notice of termination, as defined in Section 3.
- Other terms may be defined in the following sections.

2. Price of Service

The Customer shall be charged an hourly or package service rate for each Student who participates in the Service. The amount of this service rate is provided to the Customer by the Company before Service begins. In the case of an hourly service rate, the hourly service rate shall be charged after each completed tutoring session. In addition, for academic tutoring services (excluding the Study Skills & Test Taking Program), the Customer shall be charged a recurring monthly fee (the “Monthly Service Fee”) (ordinarily \$10.00) for each Student who participates in the Service, unless the Customer receives a written exception authorization by the Company. The Monthly Service Fee shall be charged beginning on the Service Commencement Date and every month thereafter until the Effective Date of Termination after the Customer terminates Service.

3. Termination of Service

The Customer may terminate Service at any time by giving notice to the Company (“Notice”) using any of the following three methods: (i) by emailing info@frontiertutoring.com, (ii) by calling the Company office at 907-268-4233 and either speaking to an office representative or leaving a voice message, or (iii) by notifying his or her Tutoring Specialist. Once Notice has been provided, termination will be effective the on the Effective Date of Termination.



4. Contracting with Employees of Frontier Tutoring

The Customer agrees not contract directly with employees of Frontier Tutoring (independently of Frontier Tutoring) to purchase any services provided by Frontier Tutoring including, but not limited to, academic tutoring, SAT/ACT preparation, college admissions consulting, or classroom instruction services.

5. Payment Liability Policy

Session Length. The minimum tutoring session length is one (1) hour; any sessions less than one hour in length shall be charged the rate equivalent of one hour. The Customer shall be charged for all scheduled sessions (except as provided in “Cancelled, Missed, and Late Sessions” below). The Customer shall be charged for the length of the scheduled session unless the actual length—by mutual agreement between the Tutoring Specialist and the Customer—exceeds the scheduled length. In this case, the minimum session increment beyond the originally scheduled length is the half-hour (30 minute) increment. Actual session lengths in excess of one (1) hour shall be rounded up to the nearest half hour.

Cancelled, Missed, and Late Sessions. Except in the case of extenuating circumstances (e.g., sickness, emergencies, etc.), the Customer must notify a representative of the Company (including his or her Tutoring Specialist) at least 24 hours in advance if he or she expects to miss a scheduled session. If the Customer fails to meet the 24 hour advance notification requirement, he or she shall be charged for the full length of the scheduled session. If the Student arrives late for a scheduled session, The Customer shall be charged for the full length of the scheduled session, even if the length of the actual session is shorter than the amount of time originally scheduled.

6. Authorization to Charge Credit or Debit Card

The Customer authorizes the Company to charge his or her credit card or debit card for completed and/or scheduled tutoring sessions, as well as for the Monthly Service Fee, as provided in these Terms and Conditions. Should the Company be unable to charge the Customer’s credit card or debit card, the Customer agrees to promptly pay for any charges incurred under the Terms and Conditions upon receiving a written invoice from the Company in accordance with the terms of the invoice.

7. Third-Party Payer Policy

The Customer, with the prior authorization of the Company, may elect to have a third-party organization (e.g., charter school, government, or nonprofit organization with whom the Company has a business relationship) pay for Services provided under these Terms and Conditions. In the event the Customer makes such election, the Customer acknowledges that he or she—and not the third-party organization—is the Customer, as defined as these Terms and Conditions, and is ultimately responsible for payment of all charges incurred. Should the third-party organization fail to remit payment in a timely manner, the Customer agrees to promptly pay for any charges incurred under the Terms and Conditions upon receiving a written invoice from the Company in accordance with the terms of the invoice.



8. Limitation of Liability; Tutoring Meeting Policies

If the Customer receives tutoring in his or her home and the Student is under the age of legal majority in the State of Alaska, the Customer agrees to ensure that a parent, legal guardian, or adult over 21 years of age is present at all times while tutoring is taking place. For meetings taking place at locations other than the Customer's home (including, but not limited to, the Company office) where the Student is under the age of legal majority in the State of Alaska, the Customer agrees to promptly pick up the Student at the end of the scheduled tutoring session. Regardless of the location of the meeting, the Customer acknowledges that the Company shall not be responsible for any damage, loss, or bodily harm that occurs during, before, or after tutoring meetings.

9. Enforceability of Terms and Conditions

If any provision of these Terms and Conditions is rendered illegal by any present or future statute, law, ordinance, or regulation (collectively the "Law"), then such provision shall be curtailed or limited only to the minimum extent necessary to bring such provision into compliance with the Law. All the other terms and provisions of these Terms and Conditions of Service shall continue in full force and effect without impairment or limitation.

10. Revisions to Terms and Conditions

The Company reserves the right to revise the Frontier Tutoring Terms and Conditions of Service at any time. An electronic copy of the latest edition of this policy is available at <http://www.frontiertutoring.com/Pages/crc.aspx>.