

TUTORING & TEACHING

Conditions of Agreement / Contract with Foundations for Learning

FFL is an educational consultancy and shared services provider offering teaching and learning support to Students, teacher training, consultancy and educational advisory services etc. FFL's goal is to provide highly specialized educational support via a network of practitioners who will work within the schools and on a consultative basis, providing assessment, management plans, advice and training and teaching solutions to individuals and groups within the education community.

Art. 1 PURPOSE OF AGREEMENT

1. The purpose of this Agreement is, on the part of FFL, to understand, support and extend the learning of the Student by:
 - assessing the strengths and weaknesses of the Student,
 - providing a framework through which the Student, his/her teachers and Parents can understand his/her unique learning profile,
 - proposing and pursuing a management plan through which learning can be supported and extended.
2. The purpose of this Agreement is, on the part of the Parents, to provide the conditions for understanding, supporting and extending Student learning opportunities by
 - providing any existing information surrounding the learning difficulty,
 - supporting the assessment process,
 - listening to management proposals and supporting the fulfilment of these proposals in collaboration with FFL, either in the school and/or at the FFL location.

Art. 2 ENTRANCE PROCESS

1. The admission process may vary from one applicant to another due to a number of factors, including the availability of current educational reports related to the Student and the nature of the underlying difficulty.
2. The final decision concerning the enrolment of a Student rests with FFL.

Art 3 ADMISSION, SCOPE, DURATION AND CLOSURE

1. To the extent that each learning profile is unique, each approach to managing the learning profile is equally unique. The Approval Process will determine the steps taken towards understanding the support needs of the Student.
2. The approval of an admission may include some or all of the steps described in the Approval Process to thoroughly determine the level of need and the type of program required.
3. The scope and duration of support services will be directly dependent on the above-mentioned approval of admission.

Art. 3 COSTS, PAYMENT OF FEES, BILLING

1. The charge per hour is CHF 150.- and an invoice will be sent at the end of each month.
2. All consultancy and tuition fees are due within 10 days from the date of the invoice.
3. Services may be suspended if accounts remain unpaid after a written reminder.

Art. 4 CANCELLATION OF ORDERED HOURS

1. All efforts should be made to inform FFL of cancellations with as much notice as possible.
2. **Cancellations less than 48 hours before the commencement of group and/or individual appointments shall be paid in full by the Parents (this includes non-attendance of an appointment by the child).**

Art. 6 INSURANCE AND LIABILITY FOR DAMAGE

1. FFL will not provide any insurance coverage for the Student, particularly not health, accident, or liability insurance coverage.
2. Parents confirm to have their own health, accident and liability insurance for the Student.
3. Damage caused to people or property by the Student on his/her way to or at the premises of FFL, is the sole and full liability of the Student and the Parents.
4. FFL will not accept any liability in the case of theft to the disadvantage of the Student or the Parents.

ART. 7 CONFIDENTIALITY AND REPORTING

1. FFL and its practitioners uphold the strictest confidentiality.
2. In order for the client to benefit from the expertise and perspectives of a range of specialists, FFL will discuss cases with specialised third party professionals who work with FFL in order to ensure optimum services to the client.

ART. 8 MISCELLANEOUS

1. Any amendment or addition to this Agreement, as well as its mutual partly or totally annulment, shall be valid only if executed in writing. This also applies to the amendment, addition or annulment of this particular provision.
2. This Agreement shall be exclusively governed and construed by the laws of Switzerland (without reference to its conflict of law provisions).
3. All disputes arising out of or in connection with this Agreement, including disputes on its conclusion, binding effect, amendments and termination, shall be exclusively decided by the competent courts at the registered seat of FFL.