

ON-DEMAND COACHING CONTRACT

between

**E.T.A. Europe Tutorial Academy GmbH,
Gut Mühlenfeld 1, 24321 Helmstorf**

(hereinafter referred to as ETA)

and

NAME OF STUDENT

Address: _____

Tel. No: _____

Email: _____

(hereinafter referred to as the STUDENT)

PARENT or GUARDIAN if STUDENT is a minor

Name of Parent/Guardian: _____

Address: _____

Tel. No: _____

Email: _____

1. SERVICES PROVIDED

ETA shall provide for the STUDENT an online, on-demand coaching programme delivered by a nominated ETA Coach, consisting of a package of TEN hours 30 minutes online subject coaching on a dedicated whiteboard, to be delivered within a period of THREE MONTHS. For all subsequent on-demand coaching packages purchased for the same STUDENT with the same course code, the duration of the packages will be TEN hours to be delivered within a period of THREE MONTHS.

The course code for this service is **XXXX** .

The full fees for this service (which includes all the features outlined herein) are **€ 500.00** .

The on-demand coaching programme package for this service will be offered in the following subject(s):

XXXX ,

which consist of the following components:

1.1 A **preliminary assessment** in the form of a written assignment, test or live interview. The type of preliminary assessment will be determined by the type of coaching support required and the level of the programme content.

1.2 After **enrolment** on an ETA on-demand coaching package, a private and secure dedicated **coaching programme page on the ETA website** will be setup for the STUDENT, and the STUDENT will be issued with a password and instructions how to access their programme webpage.

1.3 The STUDENT will have open access to their own on-demand coaching page throughout the duration of the on-demand coaching package programme.

1.4 The STUDENT will have their own **interactive learning whiteboard** that is integrated into their coaching programme webpage. A User Guide on how to use the main functions of the learning whiteboard will be provided to the STUDENT on their coaching programme webpage.

1.5 The STUDENT will be able to login to their learning board anytime during the online coaching programme package.

1.6 Each On-Demand Coaching Programme will have its own **nominated ETA Coach** who will co-ordinate and guide the STUDENT throughout the duration of the on-demand coaching package. This coach will use the online learning whiteboard to lead live interactive sessions with the STUDENT.

1.7 The culmination of each on-demand coaching programme package will be a **summative END ASSESSMENT**, that will be completed by the STUDENT in an agreed time set with the programme Coach. Within ONE WEEK of the STUDENT completing the END ASSESSMENT, the STUDENT will receive from their programme Coach via email, a **REPORT with FEEDBACK and RECOMMENDATIONS** for further learning.

1.8 The on-demand coaching programme package service shall commence on the _____day of _____ 20____ .

1.9 The on-demand coaching programme package service will consist of the following components:

- i) **Set up instructions on how to connect to the ETA coaching programme webpage and integrated online whiteboard.**
- ii) **A STUDENT and course specific Preliminary Assessment.**
- iii) **ETA Coach live sessions (TEN hours 30m mins for the first package and TEN hours for subsequent packages purchased for a course with the same course code). Each**

individual On–Demand Coaching Package has a maximum duration of **THREE MONTHS**.

- iv) Open access to a private and secure dedicated online coaching webpage, with integrated secure learning whiteboard from which the STUDENT can access activities, exercises and content uploaded by the Coach.
- v) Offline interim homework course exercises, formative assessments and tasks (set by the ETA Coach) for the STUDENT to complete between the live Coaching sessions.
- vi) A final Summative Assessment and STUDENT Feedback Report with future Learning Recommendations.

2. PAYMENT

2.1 Full fees in the sum of 500.00 euros shall be immediately payable to ETA upon booking this On–Demand Coaching Programme Package Service. Upon receipt of the fee by ETA from (or on behalf of) the STUDENT, this Contract shall come into immediate effect.

2.2 Name of person responsible for the payment of fees: _____

3. CANCELLATIONS; TERMINATION and REFUNDS

3.1 The STUDENT has the **right to cancel this Contract, without giving any reason, within 14 days** of its coming into effect. To exercise the right to cancel, the STUDENT shall inform ETA of their decision to cancel this Contract by a clear written statement sent by email to info@europe-tutorial.com.

3.2 If the STUDENT cancels this Contract within 14 days, ETA shall reimburse to the STUDENT all payments received from them. The reimbursement shall be made without undue delay, and not later than 14 days after the day on which ETA receives the STUDENT's decision to cancel this Contract.

3.3 If the STUDENT cancels this Contract after 14 days of its coming into effect and the On–Demand Coaching Programme Package Service has not commenced, no refund of the booking deposit paid will be made under any circumstances.

4. OBLIGATIONS OF THE STUDENT

4.1 The STUDENT undertakes to assist the nominated ETA Coach in identifying problem areas in which the STUDENT needs specific coaching.

4.2 The STUDENT agrees that assignments, exercises or homework form an integral part of coaching and undertakes to complete such work timeously.

4.3 Fees are based upon the STUDENT's undertaking the full number of on–demand coaching hours with their ETA Coach (TEN hours 30m mins for the first package and TEN hours for subsequent packages purchased for a course with the same course code) within the **THREE MONTH** duration of the coaching package. No discount or refunds shall be given in respect of the STUDENT attending less than the designated on–demand coaching hours with their ETA Coach within the **THREE MONTH** duration of the coaching package.

5. OBLIGATIONS OF THE ETA NOMINATED COACH

5.1 The nominated ETA Coach undertakes to do all preparation prior to online coaching sessions in such a way as to optimize time to the benefit of the STUDENT.

5.2 The nominated ETA Coach shall keep confidential all information of the STUDENT and shall contact other parties involved in the education of the STUDENT only if given written permission by the STUDENT to do so.

5.3 The nominated ETA Coach shall at no time be required or obliged to execute homework or assignments on behalf of the STUDENT.

6. LIMITATION OF LIABILITY

6.1 ETA has taken every commercially reasonable precaution to ensure and to the best of its knowledge, any third-party online software does not contain any virus, and as such ETA will not be held responsible for any virus or similar code that may destroy, modify, alter, or cause the destruction, modification or alteration, in whole or in part, of the STUDENT's data, equipment, devices, networks, or software.

6.2 Without limiting the generality of this Clause 6 or of the Contract as a whole, ETA will not accept liability in the following circumstances:

- (a) if the failure or breach of this Contract is in whole or in part the fault of the STUDENT;
- (b) if the failure or breach of this Contract is in whole or in part attributable to any unusual or unforeseeable circumstances beyond ETA's control, the consequences of which could not have been avoided even if all reasonable care had been exercised.

7. NO WARRANTIES

ETA makes no promises or warranties with regards to a STUDENT's performance as a result of any coaching provided.

8. RELAXATION OF TERMS

No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any subsequent breach of any of the terms.

9. WHOLE AGREEMENT

This agreement constitutes the entire understanding between the parties with regard to the subject matter thereof and the parties waive the right to rely on any alleged expressed or implied provision not contained herein. Any alteration to this agreement must be in writing and signed by both parties.

10. MINORS

Where the STUDENT is a legal minor, the Parent/Guardian shall enter into this coaching contract on behalf of the STUDENT and shall accept and agree to all the terms and conditions contained herein on behalf of the STUDENT.

SIGNATURES

On behalf of ETA

Signed at _____ on this _____ day of _____ 20_____.

Name _____

Signature _____

Role in ETA _____

On behalf of the STUDENT

Signed at _____ on this _____ day of _____ 20_____.

Name of Parent/Guardian: _____ (if STUDENT is a legal minor).

Signature _____

Name of STUDENT: _____

Signature _____

E.T.A. Europe Tutorial Academy GmbH

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