



**THE
BLUE
MARBLE
ACADEMY**

INFO@THEBLUEMARBLE.CA

905-833-3233

TERMS & CONDITIONS OF SERVICE

EFFECTIVE AUGUST 1, 2020

1. Definitions

- “Terms and Conditions” shall be defined as The Blue Marble Academy Inc. Terms and Conditions of Service
- “Service” shall be defined as the provision of tutoring and/or classroom 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 tutoring and/or classroom services (the Student may or may not be the Customer)
- “Company” shall be defined as The Blue Marble Academy Inc. based in Ontario, Canada.
- “Service Commencement Date” Shall be defined as the first day that tutoring and/or classroom services are provided to the Student (i.e the day of the Student’s first tutoring and/or classroom 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 24 hours prior to the tutoring session. In the case of a package service rate, the monthly recurring fee will be charged at the beginning of each month or upon registration and at least 5 business days prior to the commencement of the monthly service.

Fees are based upon the Student’s undertaking to attend all sessions paid for and no discount or refunds shall be given in respect of lessons not attended by the Student.

3. Termination of Service

The Customer may terminate Service at any time by giving notice to the Company (“Notice”) using any of the following 2 methods:

1. by emailing info@TheBlueMarble.ca
2. by calling the Company at 905-833-3233 **and** leaving a voice message

Please note: It is **not** sufficient to contact your Instructor; please ensure you contact the Company directly by email or phone.

4. Contracting with Employees of The Blue Marble Academy Inc.

The Customer agrees not to contract with employees of The Blue Marble Academy Inc. (independently of The Blue Marble Academy Inc.) to purchase any services provided by The Blue Marble Academy Inc, including, but not limited to, tutoring, classroom programs, career advice, consulting or other types of instruction services.

5. Payment Liability Policy

a. 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 scheduled sessions unless the actual length – by mutual agreement between the Education 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.

b. Workshop Length

The minimum workshop length is one (1) hour; and can go up to 4 hours in any particular day. Workshops may take place as a one day event or over multiple days/weekends. The Customer shall be charged for all scheduled workshops. (except as provided in “Cancelled, Missed and Late Sessions” below)

c. 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 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. This is not applicable to workshops.

d. Cancelled, Missed and Late Workshops

Except in the case of extenuating circumstances (e.g., sickness, emergencies, etc.), the Customer must notify a representative of the Company at least 1 week (5 business days) in advance if he or she expects to miss a scheduled workshop. If the Customer fails to meet the 5 business days advance notification requirement, he or she shall be charged for the full length of the scheduled workshop. If the Student arrives late for a scheduled workshop, The Customer shall be charged for the full length of the scheduled workshop, even if the length of the actual workshop is shorter than the amount of time originally scheduled.

e. Makeup Sessions

For monthly packages, all sessions are to be completed within a 30-day timeframe in accordance with when the 1st session began. If sessions are cancelled on the part of the Customer/Student (within the 24-hour policy), a makeup session must be arranged within 14 days or those missed hours will be lost.

f. Makeup Workshops

For workshops over multiple days, if a Student misses 1 day, they can make up the session based on availability and scheduling. Some workshops are run seasonally or only in certain months, in this case there may not be makeup workshops available.

6. Authorization to Charge Credit or Debit card

The Customer authorizes the Company to charge his or her credit card or debit card for scheduled sessions or classroom programs. 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 an electronic invoice from the Company and must be paid prior to any sessions (tutoring or classroom). Accounts in arrears will not be permitted any sessions unless there is explicit written consent by the Company.

7. **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 Province of Ontario, the Customer agrees to ensure that a parent, legal guardian, or adult over 19 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 where the Student is under the age of legal majority in the Province of Ontario, 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.

8. **Respect in the workplace**

Each individual has the right to work in a professional atmosphere and in a workplace that prohibits discrimination and harassment, as well as retaliation against anyone who in good faith reports or participates in an investigation of discrimination or harassment. Any Customer or Student that does not behave in accordance with respect will have their program cancelled immediately and will not be permitted any discounts or refunds. The Blue Marble Academy Inc. has zero tolerance for obscene, rude or hurtful language, behavior, any form of aggressive or abusive body language or virtual bullying or forcefulness of any nature. The Blue Marble Academy Inc. has the right to pursue legal action on behalf of our employees.

9. **Enforceability of Terms and Conditions**

The 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 Blue Marble Academy Inc. Terms and Conditions of Service at any time. An electronic copy of the latest edition of this policy is available at: <https://www.thebluemarble.ca/policies>

By clicking accept, you have understood and agreed to The Blue Marble Academy Inc. Terms and Conditions of Services.