

## Background

When you enrol, you are accepting this agreement. If the student is under 18, the parent must accept this agreement and complete the enrolment process on your behalf.

Note that some terms used have a specific meaning. Refer to the final section “defined terms”.

## Scope

As an agency, we will;

- Provide tutoring services to you in the requested format (services) using reasonable care and skill.
- Take reasonable measures to ensure our services are effective in promoting success in your academic results.

## Student’s responsibility to assist the tutor assisting you

Students should take all measures to ensure they are getting the most value out of our services. The student must;

- Attend all classes in their program.
- Ensure clarity in information provided to tutors including marks.
- Take measures to act on and absorb direction and explanation.
- Take measures to complete all self-directed tasks and homework tasks set by the tutors.
- Only contact tutors through pre-approved communication channels.
- Be courteous and respectful to all students, tutors, and equipment in the centre.
- Take care for their safety, and the safety of others.
- Follow reasonable directions of all staff.

## Guarantee

Our Guarantee labelled, “love it or your money back guarantee” offers a service guarantee. The extent of this guarantee is governed by the terms below:

- The guarantee is applicable to the first lesson of the service. If 2 or more lessons are attended then the guarantee cannot be claimed.
- The guarantee will be void if during the session, the student is in violation of any of the responsibilities listed above, “Student’s responsibility to assist the tutor assisting you”. This is at the discretion of the agency.
- If the terms of the guarantee are met, the client is dissatisfied with the service and wishes to cease tutoring, they may request, at that time of un-enrolling, a full refund of fees paid – limited to the first lesson of the service as outlined above.

## Payment of fees

You agree to pay the fees associated with your ordinary enrolment. “Ordinary Enrolment” will herein refer to “lessons at a regular frequency (weekly, unless specified in writing) spanning the entirety of the school term in which the enrolment exists, between the dates outlined by the Department of Education”.

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These fees may be paid in full at the beginning of your enrolment (the school term, or the balance thereof). You may also pay through direct debit in weekly instalments. In either instance, you are committed to paying the entire ordinary enrolment.



You are entitled to a discount when paying for a full term. Discounts will not be granted for partial term enrolments i.e., you are enrolling late or for lessons at less frequency than weekly.

Fees for either instance are outlined below

Type	Charge (hourly)	Bulk Payment Charge*
Solo Tuition (general tuition).	\$68	\$670 (Save \$10)
Group Tuition (general tuition).	\$48	\$470 (Save \$10)

\*Not available in conjunction with any other deals. Savings are for a standard 10-week enrolment. Savings will be granted only for the full 10-week terms. No volume discount is available for shorter terms or mid-term enrolments.

### Resource Fee

Resource fees will be raised to your account once approved by you. This approval may be written or verbal. The resource fees are only applied where resources are consumed. General expendables such as paper, exercise books etc. will be supplied to the student at no cost. Other resources may be purchased from the agency at discretion between the client and the tutor. Resources shall be charged at the rate which the agency was charged.

Resources produced by the agency will be used during the lesson. Physical resources and merchandise is available for purchase a price denoted by the agency.

### Refund

The ACCC guarantees certain rights for consumers, and we are committed to ensuring that you receive the best service possible. To the point where our services were not delivered as outlined, you may request a refund. This does not include situations where the students do not make improvements, where all reasonable and expected steps are taken to promote improvement by us.

### Promotion

From time to time, the agency may offer promotions or deals. These are exclusive to new clients and not available for existing clients (unless stated otherwise).

### Basis of tuition

All sessions are booked on an enrolment basis, meaning, students will be enrolled in a termly program of tuition, as arranged at the beginning of your enrolment. This enrolment is ongoing on a school-term basis, the *ordinary enrolment*.

### Consistency

It is expected that students will make reasonable endeavours to attend all scheduled lessons. This ensures continuity in the students learning. Repeated missed lessons reduce the value of tuition. Students are expected to attend their sessions from week 1 of the school term to the final week of the school term.

**Ascend To Your Full Potential**

## **Trial Lesson**

Students may elect to have a trial session before executing their enrolment.

Parents/students must request this in advance of the lesson. Students currently or previously enrolled in any program of tuition are not eligible for a trial. Trial lessons are billable at full rate.

## **Tutors**

Our tutors are not necessarily qualified teachers, rather are appropriately trained and are hired by the agency as a fit for the role of a tutor. Tutoring is a much different profession to classroom teaching, and we are proud to offer tutors that are trained as tutors.

## **Additional Sessions**

For general tuition services, you may request additional sessions in solo or group format. These will be offered on an availability basis. We are committed to providing as much support to our students as they need, so, commonly, group sessions are added in the leadup to exams etc.

## **Program amendments/additional lesson for programs**

Sometimes, the agency may recommend more frequent sessions or amendments to the current program of tuition. Where these are accepted by the client, your enrolment terms are updated automatically to reflect this.

## **Substitution of tutors and request for a different tutor**

The agency reserves the right at any point to substitute a student's tutor without notice. The agency takes a courteous approach to this. We acknowledge the importance of continuity in learning and always aim to provide this. Clients reserve the right to request a different tutor. The agency aims to be accommodating but can guarantee no substitution can be made during the term.

## **Cessation of service & Early Exit**

Enrolments are binding for 1 full school term. If you wish cease your engagement with our service, you must provide written notice. Your service may not be terminated prior to the end of your enrolment, unless agreed between the agency and the client prior to the commencement of the enrolment. This agreement must be made in writing.

When you must terminate services prior to the end of the enrolment, 50% of the enrolment balance is still payable – as in line with the cancellation table below. In special circumstances, the agency and the client may agree to modify (in favour of the client) this fee. This modification must be agreed to in writing.

## **Agency's right to terminate services.**

The agency reserves the right to terminate tuition services with no notice period. The agency will terminate services in cases where the student has violated the code of conduct or is acting in an antisocial way.

## **Forfeiture of cancelled lessons**

Clients may not forfeit cancelled lessons between school terms. See above for specific terms when forfeiting lessons during the term.

## **Services**

### **General Tuition**

General tuition focuses on supporting students in their classes. This includes but is not limited to.

- Supporting in-class learning with further explanation, revision, and consolidation.
- Support and assistance with tasks set by the student's school such as homework and assessments

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Ultimately, the service is about giving students the skills and the understanding to succeed in their classes. Generally, it is of expectation that the student will outline what components of the course they require support in. We may ask the student for a course outline, in which case, the tutor may support the student based on the success criteria outlined in the document.

This type of service renders more meaningful and much more beneficial than 'homework help'. While our tutors are happy to support students with their homework, it should not be the sole focus of general tuition services.

This service is offered in both group and solo settings, where the expectation for students to be self-sufficient between tutor instruction is higher in groups.

### Learning Support Programs

Learning support programs (LSPs) focus on upskilling students on core skills, with the guidance of "long-term success" at the core of LSPs. This service includes but is not limited to;

- Utilization of Ascend's resources to conduct diagnostic assessments and complete complementary remedial work with direction and guidance from the tutor
- Utilization of resources to upskill students
- Assignment/conduction of complementary activities.

## Cancellations and Missed Lessons

### Cancellations

If you need to cancel your tuition lesson, you should provide as much notice as practical. Payment is still required for all cancelled sessions within your enrolment. This obligation for payment varies depending on the timeline behind the cancellation. See the table below for a breakdown of fees.

Cancellation Type	Notice Period	Charge
"Cancel"	Notice is given prior to the commencement of the term or extenuating circumstances.	\$0
"Soft Cancel"	24 Hours	50% or \$35 (the lesser of the two)
"Hard Cancel"	Less than 24 Hours	100% or \$68 (lesser of the two)
"Missed Lesson"	No notice	100%

If you meet the bounds of "soft cancel" or "cancel", we will attempt to offer a rescheduled lesson. While every effort is made there is no guarantee of a mutually available timeslot. Where a successful reschedule is made, you only pay for the rescheduled lesson – no additional fees.

We may offer a reschedule for a "hard cancel" in special circumstances.

### Cancellations due to COVID-19 or reasons preventing attendance in the centre

Where reasonable notice of 8 hours is given to the agency, we will offer an online session in replacement for sessions missed due to COVID-19. Note that we cannot offer online sessions for group sessions, and instead, may offer a one-on-one session at a different time. The balance of the solo session must be paid. While we take reasonable steps to provide an alternate time, we cannot guarantee a makeup session.

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## Communication of cancellations

All cancellations must be made via email to

[enquiries@ascendtuitioncentre.com.au](mailto:enquiries@ascendtuitioncentre.com.au). Cancellations made via other channels may not be honoured.



## Missed lessons

Where a lesson is missed, that is, the lesson is not attended without notice, we may offer a makeup lesson. There is no guarantee for a makeup session. If you select a makeup session, the fee will not be forfeited from the missed lesson – you must pay for both lessons.

## General Terms

### Materials

Students may be given access to our online or physical resources at any time during tutoring. It is the student's duty to ensure that these materials are returned at the end of enrolment. A fair use policy applies and students must not distribute internal materials. Physical resources may be used following the end of enrolment for study purposes, but may not be distributed.

### Accounts

You acknowledge that we collect and store information from you on our third-party lesson management software, and that we use this information for the benefit of your student. Your information is encrypted and stored securely. You agree that this information may be distributed internally.

### Media & Publishing

You acknowledge that from time to time we may photograph or video the happenings of our centre. You agree to and accept that we may post photographs or videos which include the student on our media channels. We will always seek your approval where photographs/videos show the student distinguishably.

We may from time to time publish the achievements of our students via media channels. You accept and agree to the agency publishing this nature of information. We will only ever identify first names and will not publish anything where explicitly stated not to.

### Privacy & Recording

We put your privacy first and only store information where it is encrypted and safe.

Online lessons may be recorded, and you accept and acknowledge that these recordings may be stored for future reference.

We may use CCTV in our centre to ensure the safety and integrity of all aspects of the agency. We aim to create the safest environment possible, and CCTV facilitates this. You acknowledge and consent to CCTV recordings being made and stored and utilized where necessary in the bounds of your privacy.

### Liability (General)

Whilst we will take reasonable care to control what occurs in our centre, we are not responsible for any personal property that is brought into the centre. We accept no risk in respect of that personal property.

You agree that if the student damages any part of the centre you will, on demand from us, pay the reasonable costs of repairing that damage.

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## WHS



We are required to take reasonable care of the health and safety of all people who enter the centre. All Students and their parent or guardian (where the student is under 18 years of age) are expected to comply with our reasonable directions regarding work, health and safety.

Where a student repeatedly fails to comply with our reasonable directions, we can terminate the provision of Services.

## Defined Terms

*Enrolment* – Your agreed booking with Ascend Tuition Centre. The agreed booking, by default, spans 1 school term in length. With agreement in writing, the specifics of the term enrolment will reflect the agreed terms of this written agreement.

*Services* – Any service that Ascend Tuition Offers.

*Ordinary Enrolment/full program* – Lessons at a regular frequency (weekly, unless specified in writing) spanning the entirety of the school term in which the enrolment exists, between the dates outlined by the department of education.

*Program of tuition* – Your bookings for the school term.