

Student Agreement, Terms and Conditions

Background

When you enrol, by completing the registration form, and indicating your agreement to the terms, 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

Ascend Tuition Centre, in fulfilling our service to you, will:

- Provide tutoring services to you using reasonable care and skill.
- Take reasonable measures to ensure our services are effective in promoting academic growth.

Enrolling in our service

Enrolling in tutoring with Ascend Tuition Centre constitutes a weekly, repeat booking, throughout the entire length of the student’s individual school term. Whereby, if you enrol in tutoring, you are committing to attend lessons at a regular frequency, on a weekly basis, at the time arranged at the beginning of the enrolment. You agree to pay the fees associated with your enrolment, and as in line with the cancellation policy outlined in this document. Note that the enrolment consists of all regular bookings – if you book multiple weekly sessions, then all these sessions are part of your enrolment.

You may increase your enrolment bookings by adding a lesson to your weekly program at any time.

You may also request one off additional lessons, if you are currently enrolled in a regular tuition program.

The enrolment spans the length of the school term, or the balance of the school term remaining, according to the term dates outlined by the department of education. That means that an enrolment constitutes lessons from Monday of week 1, to Friday of the final week of term, or the balance thereof if enrolling after the commencement of the term. Note that it is still expected that students attend their week 1 and final week lessons, even in the case that the student’s school starts/finishes earlier/later. Monday of week one is deemed the first day of an enrolment, and Friday of week 10 is deemed the final – disregarding if a student’s school finishes sooner in the week, starts later. These lessons are subject to regular billing policies.

Early Exit from the Service

Enrolments are for one full school term, or the balance thereof. If you wish to cease your service prematurely, you must provide written notice. Early termination of the service, before the end of the enrolment period, will not waive payment liability for the cancelled sessions that make up the balance of the enrolment.

Trial Lesson

All new students are entitled to a trial session. This session is subject to the regular lesson fee. Your first session is a trial lesson by default. The trial session enables you to try tutoring without being bound to the enrolment period/terms. If you wish to not continue lessons after your trial, you must let us know in writing at least 24 hours ahead of your next session. Your enrolment is automatically executed following the trial lesson if no notice is provided, and you will be liable for the full fees associated with your enrolment.

Cancelling Lessons

From time to time, you may need to cancel a lesson due to illness, bereavement or other commitments. Please note that cancelled lessons are billable, however, you are granted the opportunity to reschedule all cancelled lessons that fit the soft cancellation scope below, at no further cost.

Cancellation Type	Notice Period	Outcome/Fee
Hard Cancel	Less than 4 Hours' Notice	The full fee is payable, and a no cost reschedule is not <i>conventionally</i> available. You may reschedule at additional cost.
Soft Cancel	More than 4 Hours' Notice	The full fee is payable, but you may reschedule the lesson at a mutually convenient time during the same school term at no extra cost. The lesson may not be rescheduled to the school holidays.

If the student has absence planned during the enrolment period, e.g., holiday, school camp, medical treatment, please indicate this prior to the commencement of the term, and typically, an agreement to modify the typical enrolment terms is made.

Agreement to modify the terms of enrolment is by request and approval only, and will only be granted for legitimate reasons. We are unable to accommodate enrolments for part of the term due to preference.

Communication of cancellations

All cancellations must be made via email to admin@ascendtuitioncentre.com.au or through the Teachworks platform. Cancellations made via consultation with your tutor directly, or via phone message cannot be treated as formal cancellations.

Fees

As indicated in the "enrolling in our service" section, you are required to pay all the fees associated with your enrolment. You may pay these fees after each lesson through online invoicing or bank transfer. You may also set-up an automatic payment by following the instructions in your first invoice. You may also pay your fees in bulk, at the commencement of the term, before services are rendered. Bulk payments are due by the end of week 1, as noted by the due date on the invoice. Pay as you go invoices are due 3 days from the date of issue.

Lesson Type	Fee
Solo Tutoring (all subjects)	\$72 Per Hour Session
Group Tutoring (all subjects)	\$49 Per Hour Session
The Ascend Pass (subscription)	\$45/week (\$405 for a 10 week term – 9 week subscription)

General Terms

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 unsafe manner.

Forfeiture of cancelled lessons

As indicated in the cancellation table, you can reschedule any lesson with more than 4 hours of notice. Note that billing occurs at the time of the regular lesson – the rescheduled lesson will not be billed when attended. Note that cancelled lessons cannot be forfeited to the next school term – lessons that were cancelled and not rescheduled will expire.

Public Holidays, Start and End of Term

In line with the enrolment terms, the centre remains open on public holidays, and throughout the first and last weeks of the school term (Monday – Friday). Students are expected to attend sessions that fall on public holidays, or in the first and last weeks of the school term, whether the student's school has concluded. Cancellation policies apply as normal on these days.

Contact with Tutors & Exclusivity

At no point should students or parents contact tutors directly through social media, phone, email or other non-approved channels. Please note that all communications must be done through admin@ascendtuitioncentre.com.au. If you need to reach your tutor or provide them with documents such as a course outline etc., utilize the email above, with 'attention: YOUR TUTOR' in the subject.

Clients must not attempt to arrange tutoring services with their tutor outside the Ascend Tuition Centre system. If found to be in violation of this policy, tutoring services will be terminated by the agency. Our tutors report instances of this to Ascend admin and are bound by exclusivity agreements.

When a student is visibly unwell and attends tutoring

We reserve the right to decline our services to students who present to the centre visibly unwell or appear to be contagious. This is to protect the safety of other students, and our tutors. We may call you and request the student is picked up. Please note that payment is still required as per the cancellation policies above.

Student's responsibility to assist the tutor

Students must take measures to ensure they assist the tutor to assist them. This can include:

- Attending all classes in their program.
- Actively participate in the session, and act on recommendations and tasks set by the tutor.
- Be courteous and respectful to all students, tutors, and equipment in the centre.
- Take care for their safety, and the safety of others.
- Follow all reasonable directions of all staff.

Guarantee

Our Guarantee, "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. You cannot claim the guarantee if you have attended more than one session.
- The guarantee shall be void if the student is in violation of the code of conduct, or fails to meet the responsibilities outlined above, 'student's responsibility to assist the tutor'.
- If the terms of the guarantee are met, the client may advise in writing to claim the guarantee and cease tutoring. This must be done within 24 hours of the first lesson to be valid.

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 does 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).

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.

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.

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. Students are given a tutor that they work with on a regular basis, however in some cases, relief may be organised where the regular tutor is not available or unwell. 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 cannot guarantee substitution of tutors during an enrolment period.

Materials

Students may be given access to our online or physical resources at any time during tutoring. Students must not share these resources with peers.

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.

Privacy & Recording

We put your privacy first and only store information where it is encrypted and safe. Online lessons are recorded, and you accept and acknowledge that these recordings may be stored for future reference.

We use CCTV in our centre to ensure safety and integrity. You acknowledge and consent to CCTV recordings being stored and utilized where necessary in the bounds of your privacy.

Liability

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 or liability 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.

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.

Services Scope

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
- Mentoring and guiding students towards academic success

Individual Tutoring Programs (ITP)

Learning focus on upskilling students on core skills, such as literacy and numeracy. 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 and completion of complementary activities.
- Delivery of learning content and face to face instruction

The Ascend Pass

The Ascend Pass is a subscription service offered by Ascend which gives students access to many additional hours of extra tutoring through the week. The scope of the tutoring offered is different within the Ascend Pass, and the entitlements of an Ascend pass holder are bound by the terms below

- The centre will guarantee to make 6 hours of 'open classes' available at regular times throughout the week, and these times will be published at the beginning of each school term – prior to the sale of Ascend Pass subscriptions.
 - An open class is a class that has a student limit of 1 tutor to 5 students. The class prioritises assistance with each student's classwork, homework, assignments and test prep. Students can access practice resources from the centre/tutor running the session, too.
 - Students must book into these open classes each week – booking is available 72 – 4 hours prior.
- The centre will open additional classes where possible – typically with 24 hours or less notice – throughout the week resulting from student cancellations. There is no guarantee offered for the availability of these classes. The centre will act in good faith to make these available where reasonably practical
- Students holding an Ascend Pass can access incidental study skills workshops for free.
- Ascend Pass subscriptions are termly contracts – by subscribing you agree to pay the weekly fee either in bulk or in weekly instalments for the entire school term (excluding the final week of the school term, where Ascend Pass classes cease)
- Ascend passes can only be held by students with a current weekly booking.

Defined Terms

Enrolment – Your regular booking with Ascend Tuition Centre spanning the full length of the school term.

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.