



Set out below are the terms and conditions, including your rights and obligations, of you and as parent or guardian with Boost Your Learning. We recommend you read them carefully.

## **1.0 Boost Your Learning Participation and Responsibility**

**1.1 Rules:** You and the student who attends at Boost Your Learning (who shall together be referred to as “You”) agree to be bound by the terms and conditions as set out in this agreement, as amended from time to time (“Agreement”) and any additional rules posted from time to time in the centre (together the “Rules”).

**1.2 Changes:** You accept that the conditions including our opening and closing hours, services, tutors, facilities, fees and this Agreement may change from time to time. If that happens, we will try and inform you in advance.

**1.3 Differences in terms and conditions:** If this Agreement differs from anything you are told at the centre or over the phone, this Agreement will apply unless you receive written confirmation from one of the directors.

**1.4 You or child in your care participation:** Your payment of lesson fees allows the nominated child in your care (“student”) to participate in the centre lessons that the Student is enrolled for, according to the terms of this Agreement. If You breach any term of this Agreement or break our rules, the Student’s lessons may be cancelled.

**1.5 Changes to your situation:** You must tell us about anything that affects a student which will affect their participation, such as health/ wellbeing, and any changes to your contact details such as postal address, email address and phone numbers.

**1.6 Take care of Boost Your Learning equipment and facilities:** You must use our facilities and equipment correctly according to their proper use.

**1.7 Damages to Boost Your Learning equipment and facilities:** You are responsible for any damage to the equipment or facilities of Boost Your Learning caused by You or the Student, whether by negligence or otherwise.

**1.8 Take care of your personal property:** You or the student are responsible for any personal property (including, by way of example only, any vehicle or any personal property) that you bring onto Boost Your Learning premises. Any personal property that You or the student bring with you is at your own risk.

**1.9 Cancellation:** We have the right to cancel this Agreement without prior notice if You behave in a way that we consider is inappropriate or carries a serious risk of injury or damage to other members, facilities or staff such as by way of example only:

- a. failure to pay under this Agreement;
- b. threatening or harassing staff or other students;
- c. acting in a way that puts the safety of You or others at risk;
- d. damaging our equipment or facilities;
- e. using illegal substances.

## **2.0 Our Responsibilities**

**2.1 We promise to you:** When you sign this Agreement and for the duration, we promise to provide our services to the Students with all due competence, skill and care.

**2.2 No claim against us:** Where we have met our promise to You no claim may be made against us:

- a. For any loss or damage of any kind whatsoever to your personal property which you bring onto Boost Your Learning premises.
- b. For any loss or damage of any kind whatsoever to You or your personal property which has been caused by events that are beyond our control or that we could not have reasonably foreseen.

**2.3 Risk of injuries and release of liability:** We warn you that, while on our premises, You may be exposed to certain risks by virtue of the nature of the facility. You agree that you use our facilities and participate in Lessons at your own risk and release us from all liability.

**2.4 Breach of Agreement by us:** You can cancel the Agreement if we breach the Agreement and we do not fix the breach in a reasonable time after you have told us about it in writing. Complaints should be noted in writing to [manager@boostyourlearning.co.nz](mailto:manager@boostyourlearning.co.nz) within one term of the event.

**2.5 Medical permission for minor medical treatment:** You hereby give permission for Boost Your Learning staff to treat the Student if a minor accident occurs. In the case of a more urgent matter, an ambulance will be called first, then You will be notified.

**2.6 Self-medication:** You will notify Boost Your Learning if the Student carries medication with them and that they will self-medicate when necessary.

**2.7 Public Holidays:** Lessons will not take place on public holidays. You will not be billed for these days.

## **3.0 Session Changes and Catch-ups:**

- a) Tuition enrolment is on a per term or part term basis (e.g. if tuition commences in week 4 of term tuition will be until the end of that term) unless agreed by the director.
- b) Payment is expected at the beginning of the term (unless otherwise agreed by the director).

c) Lessons will be at a set time each week as agreed, upon enrolment for the term. Lesson times will be noted on your teachworks calendar. You will be sent a reminder 24 hours prior to the lesson occurring.

d) You must communicate known absences at the beginning of term (e.g. school camp or holiday) so that an correct invoice can be generated. Failure to do so will result in you being charged for the lesson.

### Lesson cancellation

In the event that you need to cancel a lesson please inform the tutor and subject coordinator as soon as possible. Refer to the flow chart below if cancelling a lesson:



a) For ongoing absence (major illness or surgery) that prevents a student from attending lessons, the lessons can be 'banked' until a time when the student is well. Banked Lessons must happen in the same term or first week of the school holidays or on a mutual agreement with the tutor and director.

b) **COVID CLAUSE** If lessons are delivered face to face: In the event of a positive COVID19 result an online lesson will be offered (within a 7 day period). If an online lesson is declined a refund will not be offered. If the student is too unwell to receive a lesson within the seven day period, the tutor **may** make an alternate later time available at their discretion but this is not guaranteed.

c) You are charged for lessons on public holidays. If yourself and tutor agree not to run the lesson on a public holiday, then a mutually agreeable alternative must be found.

### **3.1 Tutor Absences:**

- a) If a tutor knows in advance that they will not be able to deliver a scheduled lesson, they will close their Teachworks calendar and a lesson will not be booked at that time. This lesson will not be charged.
- b) If the tutor is unwell and/ or unable to deliver a lesson you will be offered one of the following three options:
  - i) Refund the lesson.
  - ii) Reschedule the lesson to a mutually agreed time within 7 days.
  - iii) Skip the lesson and a credit will be carried forward to the next term.

The coordinator will be made aware of this and issue refunds at the end of the term.

### **4.0 Session Termination**

This Agreement will continue on a termly basis, unless you fail to pay the fees in accordance with the Agreement.

- a) To cease tuition part-way through a term you must provide two weeks written notice to the director ([manager@boostyourlearning.co.nz](mailto:manager@boostyourlearning.co.nz))
- b) Refunds of remaining lessons will be given.

### **5.0 Payment**

**5.1 Fees:** The following rates apply:

**One-One Tuition**(Full payment for the term, or remainder of the term paid in advance, set day and time each week)

- a. \$75 per session (Thirty Minute Session)
- b. \$95 per session (45 Minute Session)
- c. \$110 per session (One hour Session)
- d. \$165 per session (90 minute lesson)

**Small Group Tuition:** (Full payment for the term, or remainder of the term paid in advance, set day and time each week)

- a. \$40 per session(Group size < 6)

**5.2 Assessment and Report:** There is a \$200.00 assessment and report fee for new clients. This is not mandatory but recommended to provide a clear action plan for learning.

### **5.3 Payment terms:**

- a) Term payments must be received in full within 14 days from the specified invoice date.
- b) Weekly payments must be received prior to your child's session.
- c) Any Casual Payments and Private 1-1 sessions must be paid in full 24 hours prior to the session taking place.
- d) Holiday Workshops must be paid in advance of the workshops. Any cancellations less than one week prior to the event are subject to 20% admin charge. Any cancellations during the event are non refundable.

### **5.4 Late and Non Payment**

If you do not pay your invoice by the due date your bookings will be removed and your slot will be given to new/ existing clients.

#### **5.5 No refunds**

No refunds or credits will be given for absences.

**5.6 Payment type:** We accept payment via bank transfer.

**5.7 Your payment responsibilities:** You are responsible for ensuring that the payment goes through.

**5.8 Changes to Boost Your Learning fees:** We may increase your fees at any time prior to the commencement of the term. We will make a reasonable effort to notify you about any fee increases one month prior to the date that our fees will increase from.

**5.9 Boost Your Learning fees include GST:** Our fees include goods and services tax (GST). Any increase in GST will increase your fees.

#### **6.0 Your Privacy**

**6.1 Storage and use of your personal information:** On registration you will provide us with and we will hold on file your personal information.

**6.2 Request a copy of information held:** You have the right to request from Boost your Learning a copy of the information about you retained by Boost Your Learning and the right to request that Boost Your Learning correct any incorrect information about you held by Boost Your Learning. You can view our full privacy policy on the website.

**6.3 Photographs of children and children's work:** Photographs of the Participant or items of their work completed at Boost Your Learning may be used at a later date for training, marketing and promotional purposes. You hereby give consent for this unless you explicitly inform Boost Your Learning in the enrolment form that you do not give permission.

**6.4 Audio/ Video Recording and Online Session Recordings:** Boost Your Learning reserves the right to record online learning sessions and in person lessons with the primary purpose of helping to ensure the safety of all users, staff, students, parents and visitors in a manner consistent with respect for an individual's privacy.

#### **7.0 Intellectual Property**

All Intellectual Property Rights in or arising out of or in connection with our tuition services shall be owned by Boost Your Learning. All materials supplied in accordance with the Service are the exclusive property of Boost Your Learning

#### **8.0 Your Acknowledgement and Acceptance**

By attending sessions (this includes a free consultation or assessment) at Boost Your Learning You agree that You have been given the opportunity and have read and understood

the Boost Your Learning terms of service set out above, and You agree to be bound by them.

**Disclaimer:** Boost Your Learning is committed to providing bespoke, professional tuition sessions for our students, however, we do not guarantee specific academic outcomes for our students.