

SUMMARY OF IMPORTANT TERMS AND CONDITIONS

The following terms and conditions must be read and agreed to by parents before accepting an offer of enrolment at Ngo and Sons Academic Coaching.

Definitions

“**Ngo and Sons**” and “**Ngo and Sons Academic Coaching**” refers to Ngo and Sons Pty Ltd (ABN 84 120 955 428) and DTA Education Pty Ltd (ABN 83 161 356 609).

“**You**” and “**Your**” refers to the student’s parent/s or guardian/s.

“**Student**” includes the child or children enrolling into Ngo and Sons Academic Coaching.

1 NEW STUDENT ENROLMENT POLICY

You or the student must proceed to reception before the student is permitted to enter their designated class. This is to ensure that the student’s profile can be generated, and the new enrolment can be processed.

You acknowledge and understand that when the student commences their first lesson, the class may be mid-way through, or near the end of a topic. It is the responsibility of the student to catch-up on the topics which have been covered. Ngo and Sons Academic Coaching may provide materials for the current topic only. **No materials and resources for past topics will be provided to new students.**

2 PAYMENT METHODS

Payments are to be made at reception via the following payment methods:

- (i) Cash,
- (ii) EFTPOS transactions (payments can be made using a credit card, however a 1.5% surcharge for this transaction will occur) or
- (iii) Cheque (addressed to Ngo and Sons Pty Ltd for Fairfield Campus or DTA Education Pty Ltd for Parramatta Campus). Dishonoured cheques may incur a \$30 fee.

All new students are expected to make a full payment for the term within the first two weeks of their commencement. Resource booklets and materials will not be provided to students until the full term’s payment has been processed.

3 PAYMENT POLICY

Invoices will be given in Week 10 of every term for the new term's payment showing all days absent and deductions allowed (maximum of two weeks per term). The invoice will calculate how much is to be paid for the next term. All payments must be made on the first week of every term, as indicated on the centre's calendar. The invoice must be presented when making payments.

All new students will be given an invoice on the first day of the commencement of their new class.

4 ABSENTEE POLICY

Deductions for absences will be capped at a maximum of 2 weeks for every 10-week term. Prolonged absence due to extracurricular activities, social and/or school events will not be considered as reasonable excuses for students to be away and affect the learning of their peers. Absences in the current term will be deducted in the following term's payment.

In the event that a student is absent due to an overseas trip which is longer than 2 weeks, an itinerary must be presented to reception showing student's name, date of departure and date of return prior to leaving. Please note: if the student is travelling mid-term, you must ensure that payment has been made prior to departure to avoid any late administrative fees.

Approved absences will be credited onto the following term and cannot be deducted prior. For example, if a student goes overseas for 4 weeks in Term 3, approved absences will be deducted in Term 4's payment.

5 LATE PAYMENT POLICY

Fee payments are expected to be made within the first 2 weeks of the new term. Any payment made after Week 6 will incur an administrative late fee of \$5.

The following protocol applies to the payment of fees:

1. An initial fee reminder notice will be sent out during class by a letter in Week 4 of the term. A text message reminder will also be sent to the nominated contact number.
2. A final fee reminder will be sent out in Week 6 of the term if payment has not been received. Any payment made after this reminder will incur a \$5 administrative late fee.
3. In the event that payment has not been received after Week 7, a temporary termination letter will be issued in Week 10. Students will not be allowed to attend class if fees have not been processed by Week 10. In this case, you are required to pay for the current term as well as the following term's payment.

6 REFUND POLICY

Ngo and Sons will offer a refund for a maximum of 2 weeks if a student chooses to discontinue a subject/s or cease their position during the term. It is assumed students continuing into the new term will have shown their commitment to finishing off the term at Ngo and Sons. We strongly recommend that you think carefully before paying for the full term as we do not offer refunds for change of mind.

In the case that a student ceases their tuition for extraordinary situations, the situation with regards to refunds will be assessed at the discretion of the Directors of Ngo and Sons Academic Coaching.

Your payment acknowledges your commitment to continuing the student's allocated class, day and time until end of term.

7 CATCH-UP CLASS POLICY

Please make every effort to attend your scheduled class as catch-up classes cannot be guaranteed. If your child misses his/her weekly scheduled class, a catch-up class may be arranged provided there is space in the class in any other class of the same level, anytime within the current term. Catch up classes will be arranged by the class teacher.

8 RESOURCES POLICY

Ngo and Sons' resources and materials refers to material copyrighted by Ngo and Sons Academic Coaching including but not limited to written theory notes, exam questions, papers and solutions, homework resources and solutions, course notes and programs.

All students enrolled in our course/s will receive materials and handouts which contains weekly homework at the beginning of each topic. **For new students, materials will only be provided once the full term's payment has been processed.** If a student loses the material during the course of a topic, a replacement will be issued, however, a fee may be applicable.

You and the student will not be eligible to request materials and resources from past topics. It is your responsibility to assist the student to catch-up on missed content.

All Ngo and Sons resources and materials are exclusive to Ngo and Sons students who are enrolled in the course and will not be available for purchase separately.

9 INTELLECTUAL PROPERTY

All resources and materials provided by Ngo and Sons Academic Coaching is owned and licensed by us and is protected by Australian laws. Ngo and Sons resources and materials includes, but is not limited to, written theory notes, exam questions, papers and solutions, homework resources and homework solutions, course notes and programs. Ngo and Sons Academic Coaching owns the Intellectual Property rights in these materials including but not limited to copyright.

These rights are non-transferrable and you must not breach our Intellectual Property rights by, including but not limited to:

- (i) Altering and modifying any of Ngo and Sons Academic Coaching material; or
- (ii) Creating unoriginal works from Ngo and Sons Academic Coaching material;
or
- (iii) Placing or uploading in a public domain; or
- (iv) Using Ngo and Sons Academic Coaching's material for commercial purposes;
or
- (v) Copying with the intent to sell or share; or
- (vi) Using the materials to teach or tutor another student outside of Ngo and Sons Academic Coaching.