



TERMS AND CONDITIONS

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

1.0 Zest Education Centre Participation and Responsibility

1.1 Rules:

You and the child/children in your care who attend at Zest Education Centre (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 us.

1.4 You or child/children in your care participation:

Your payment of lesson fees allows the nominated child in your care ("Participant") to participate in the centre lessons that the Participant is enrolled for, according to the terms of this Agreement. If You breach any term of this Agreement or break our rules, the Participant's lessons may be cancelled.

1.5 Changes to your situation:

You must tell us about anything that affects a Participant which will affect their participation, such as health, and any changes to your contact details such as postal address, email address and phone numbers.

1.6 Take care of Zest Education Centre equipment and facilities:

You must use our facilities and equipment correctly according to their proper use.

1.7 Damages to Zest Education Centre equipment and facilities:

You are responsible for any damage to the equipment or facilities of Zest Education Centre caused by You, whether by negligence or otherwise.

1.8 Take care of your personal property:

You are responsible for any personal property (including, by way of example only, any vehicle or any personal property) that you bring onto Zest Education Centre premises. Any personal property that You 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 Participants 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 Zest Education Centre 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.

2.5 Medical permission for minor medical treatment:

You hereby give permission for Zest Education Centre staff to treat the Participant 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 Zest Education Centre if the Participant carries medication with them and that they will self-medicate when necessary.

3.0 Lesson Makeup

3.1 Makeup:

If the Participant does not attend their lesson, You are still liable to pay for this lesson. We offer one makeup session per student, free of charge, for unforeseeable reasons such as illness or injury.

For foreseeable absences and timetable changes we can arrange makeup lessons when we are provided with 24 hours-notice. There is a \$30.00 administration fee for this service.

A makeup lesson must occur within the same term in which the lesson is missed and is subject to availability. It is the responsibility of You to organise a makeup session. Makeup lessons are not transferrable to our holiday programmes or the following terms. Special cases will be considered if submitted in writing.

4.0 Lesson Termination

4.1 Lesson Termination:

This Agreement will continue unless you fail to pay the fees in accordance with the Agreement or is otherwise terminated by you or us.

5.0 Payment

5.1 Fees:

The following rates apply:

- a. Casual Rate - \$65.00, applies to non-contractual bookings.
- b. \$52.50 for one session per week (contractual for the entirety or remainder of the term).
- c. \$50.00 for two family sessions or more per week (contractual for the entirety or remainder of the term).
- d. There is a \$2.50 surcharge per session for monthly and weekly payments (contractual for the entirety or remainder of the term).
- e. Additional sessions booked will be charged at the initial booking price.

5.2 Payment terms:

Full payment must be received within 7 days from the specified invoice date.

5.3 Enrolment charge:

There is a \$30.00 enrolment charge for each child.

5.4 No refunds:

No refunds or credits will be given for absences.

5.5 Additional charges:

In addition to the lesson charge there is a \$5.00 resource levy per child per term. This fee is non-applicable when the enrolment fee is charged.

5.6 Late payments:

If you do not fully pay your fees on the due date, we may:

- a. suspend participation: suspend your Participant's lesson attendance with us until your payments are up to date. We may need to pass on bank fees, legal costs and recovery costs associated with your late payment and you authorise us to do this;
- b. cancel this Agreement.
- c. remove any prompt payment discounts.
- d. will incur an additional \$5.00 per session for the entirety of the term.

5.7 Payment type

We accept payment via credit card, cash, cheque or EFTPOS. Please note our preferred method of payment is internet banking. Our bank account number is 12-3488-0025458-00.

5.8 Your payment responsibilities:

You are responsible for ensuring that the payment goes through.

5.9 Surcharge for Visa payments:

There is a \$1.00 surcharge per session for eftpos visa payments. All online payment charges will be disclosed at the time of payment.

6.10 Changes to Zest Education Centre 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.

6.11 Zest Education Centre 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 Zest Education Centre a copy of the information about you retained by Zest Education Centre and the right to request Zest Education Centre to correct any incorrect information about you held by Zest Education Centre.

6.3 Photographs of children and children's work:

Photographs of the Participant or items of their work completed at Zest Education Centre may be used at a later date for training, marketing and promotional purposes. You hereby give consent for this unless you explicitly inform Zest Education Centre in writing that you do not give permission.

7.0 Your Acknowledgement and Acceptance

By joining Zest Education Centre You agree that You have been given the opportunity and have read and understood the Zest Education Centre Terms and Conditions set out above, and You agree to be bound by them.