

## Terms and Conditions of Enrolment at NQT Education Centres:

### **1. GENERAL**

- 1.1 By allowing your child/children to attend NQT classes before their term fees have been paid in advance, you have automatically agreed to be bound by this set of terms and conditions, and have a legal obligation to pay for tuition fees for the whole term.
- 1.2 All classes, services and/or materials are provided subject to these terms and conditions and any prior warranty or representation made by or on behalf of the Vendor is hereby expressly withdrawn. I do not and the Student does not rely upon any prior warranty or representations made by or on behalf of NQT.
- 1.3 These terms and conditions embody the entire agreement between the parties in respect of the subject matter of the classes, services or materials provided by NQT and succeeds and cancels all other agreements, negotiations, commitments and writings and may not be discharged, changed or modified unless by a written instrument signed by the parties.
- 1.4 No time or indulgence or waiver of NQT's rights under these terms and conditions will constitute a waiver or release of any breach committed by the Student or their parents or guardians.
- 1.5 Any invalidity or unenforceability of any of these terms or part of any term shall in no way affect the remaining terms, and all other provisions that are self-sustaining and capable of separate enforcement without regard to any invalid provisions will be and continue to be valid and enforceable in accordance with their terms.
- 1.6 The person signing this application on behalf of the Student warrants that they have full authority and power to enter into this agreement and bind the Student and their parents or guardians and to personally guarantee the performance of all of the obligations of the Student and their parents or guardians under these terms.
- 1.7 These terms and conditions and the amount of any Fees payable may be varied by notice in writing to the Student and/or the parents or guardians of the Student.
- 1.8 These terms and any agreement between the parties and the rights and obligations of the parties under these terms will be made in, governed and interpreted by and enforced in accordance with the laws in force in the State of New South Wales.

### **2. ILLNESS – MEDICAL ATTENTION:**

- 2.1 I agree to provide full details of any medical condition and medical history of the Student to NQT and to provide written notice to NQT of any medication being taken or required to be taken by the Student, and any allergies suffered by the Student.
- 2.2 In the event that the Student is involved in an accident, sustains any injury or becomes ill whilst under the supervision or in the care of NQT:
  - (1) NQT will attempt to advise the Student's parents or guardians as soon as reasonably practicable, and will endeavour to obtain the consent of a parent or guardian prior to NQT seeking urgent medical treatment for students under the age of 18; and
  - (2) I hereby authorise NQT to obtain any medical treatment for the Student as may be deemed necessary by NQT or staff acting on behalf of NQT. I, the Student and each of the Student's parents or guardians agree to fully pay all expenses incurred by NQT or its officers, staff or agents as a result of any medical treatment obtained for or given to the Student and hereby indemnify and hold harmless NQT and its officers, staff and agents for any expense, loss, damage or liability of any kind and nature whatsoever and however caused or occasioned as a result of authorising or providing or arranging for any such medical treatment.

### **3. SUPERVISION:**

- 3.1 NQT will endeavour to provide reasonable care of the Student while the Student is under the care or supervision of NQT, if the Student is under 18 years of age. However, I understand, acknowledge and agree that NQT is not liable for any damage, accidents, injury, loss, expense or liability that may occur as a result of the Student undertaking classes or activities provided by NQT whilst under NQT supervision. I understand that all costs incurred as a result of any damage, injury, loss, expense or liability that may be caused to public and/or private property by the Student will be completely paid by me.

### **4. PAYMENT OF FEES:**

- 4.1 Tuition fees must be paid one term in advance, by the first day of each term and payments are governed by as follows:
  - (1) The fees and/or charges specified to these terms and conditions, and any other fees or charges notified by NQT by prior written notice from time to time ("the Fees") must be paid in advance for each TERM:
  - (a) ALL payments must be made in FULL and ON TIME in order to obtain any special offers or discounts made available by NQT. Existing Students are required to pay the full term's fees at re-enrolment, irrelevant to when the student starts attending classes. If you have notified NQT of your child's term start date at least 2 weeks in advance, you will be charged at a pro-rata rate. New students will pay the term's fees at enrolment, at a pro-rata rate to when the student starts attending classes. Parents MUST sign the consent section of the Application Form and provide NQT staff with Photo Identification at the time of Enrolment.
  - (b) Daily, weekly, fortnightly or monthly cash or cheque payments will no longer be accepted by NQT. If there is financial difficulty, NQT will come to an arrangement with parents and students to pay fees via an automatic arrangement daily, weekly, fortnightly or monthly.
  - (c) A late fee of \$5.00 for administration costs may be charged to students who do not pay their fees within the first two weeks from the beginning of each term. If you are issued with a Fee Payment Reminder Letter from NQT, your fees will be defined as being late, and this fee will apply also. Every additional Reminder Letter will also incur additional Late Fee costs.
  - (d) Term payments of the Fees CAN NOT be spread over a number of weeks or any other period of time - the full amount of the Fees must be paid in FULL on or before the first day of the term, failing which NQT reserves the right to suspend provision of classes or services to the Student in the absolute discretion of NQT.
  - (e) The Fees quoted are exclusive of and do not include any Goods and Services Tax ("GST") that may be payable in relation to the provision of the classes or services unless otherwise stated, and in the event that GST is payable, the Student or their parents or guardians must pay to NQT an additional amount equal to the amount of any GST payable by the supplier of those classes or services.
  - (f) NQT has the right to issue legal and debt recovery action against parents or guardians who have not paid overdue fees as requested. Parents and guardians will risk NQT listing their overdue fees with Credit Rating Australia, and have credit rating and history negatively and adversely affected.
- (2) Any special prices and/or offers which may be offered by NQT are quoted PER STUDENT, and PER TERM.
- (3) All payments are non-refundable and students will be charged for non-attendance for prepaid lessons. There will be no cash refunds for fees paid under any circumstances. We may offer credits or refunds to customers on a case-by-case basis, as determined by NQT Management due to extenuating circumstances. Credits will not be offered to customers who simply "change their mind". If a credit or refund is permitted, NQT reserves the right to deduct the cost of books and learning materials already supplied to the Student and other administration costs from the refunded fees.
- (4) If the Student is absent, the Student may pick up or have posted or e-mailed to them, the corresponding LESSON and/or HOMEWORK sheets for a lesson or period in which they were absent, in lieu of their pre-payment for their lesson(s). Additionally, students can attend a make-up lesson during an alternative day or session time so they do not miss out on the work in classes for which they will be absent.
- (5) Always ask for a receipt. You must retain your original receipt of payment of tuition fees at all times in order to verify and track payment of your child's fees. NQT staff have the right to ask you to provide proof of payment for term fees at any time. The Student and/or the Parents or Guardians of the Student must retain their original receipt of payment of the Fees issued by NQT at all times in order to verify and track payment of fees.
- (6) Upfront TERM FEE payments made by using a credit card will attract a surcharge of an additional 1.5% [on Visa or MasterCard only. AMEX, JCB and Diners Club attract a 3% surcharge] on the total invoice amount.
- (7) FEE payments which are made on a weekly, fortnightly or monthly basis on our direct debit facility, will attract an additional fee of \$1 per successful direct debit.
- (8) Students who lose their new term workbooks will be asked to replace it for a cost of \$20.00.
- (9) Parents and students who wish to upgrade or downgrade from standard to scholarship/selective classes or vice versa can now only do so in the first four weeks of Term.
- (10) To downgrade from a scholarship/selective class to a standard class, students will not be issued with a refund for any fee differences but will be provided with an additional standard class workbook for free. Students can keep their scholarship/selective workbook also at no charge.

- (11) To upgrade from a standard class to a scholarship/selective class, parents or students will need to pay a flat rate of \$60 to upgrade to the scholarship/selective class and receive a new workbook for the scholarship/selective class.
- (12) We do not provide free or paid trial classes.

### **5. CONDUCT**

- 5.1 I acknowledge and agree that the Student and each of the parents or guardians of the Student (including myself) will:
  - (1) Use best endeavours to ensure that the Student meets the requirements of any course or courses of study in which the Student is enrolled from time to time;
  - (2) Not engage in any unacceptable, delinquent, unlawful or criminal behaviour;
  - (3) Not do anything to vitiate or void any insurance policies of NQT;
  - (4) Use best endeavours to ensure that the Student attends all scheduled classes except where there is a legitimate reason for non-attendance which has been accepted by NQT;
  - (5) Observe and comply with these terms and conditions and any rules and/or code of conduct published or advised by NQT from time to time; and
  - (6) Use best endeavours to ensure that the Student is responsible for the Student's own books, materials, computers, equipment, personal items and/or property, does not cause any damage to property of other students or of NQT or its officers, staff or agents, and hereby releases, indemnifies and holds NQT harmless from and against any and all liability, damage, injury, loss or expense to such items however caused.

### **6. DISCIPLINE**

- 6.1 NQT reserves the right to undertake or administer any lawful and necessary disciplinary action in relation to or involving the Student arising from any breach of these terms or failure to comply with applicable rules and/or codes of conduct, including without limitation, engaging in any unacceptable, delinquent, unlawful or criminal behaviour. I understand that the consequences of such conduct may include NQT:
  - (1) seeking an interview with me and/or other parents or guardians of the Student to discuss troublesome or disruptive conduct, or behavioural problems;
  - (2) banning or excluding me or other parents or guardians of the Student from entering or being present in or at any premises or courses of NQT in the event of me or other parents or guardians of the Student engaging in any unacceptable, delinquent, unlawful or criminal behaviour; disrupting any classes provided by NQT; or disrupting the management or operation of NQT's business; and/or
  - (3) in extreme cases, suspending, expelling and/or excluding the Student from further classes and/or tuition.

### **7. CLASSES**

- 7.1 NQT reserves the right to cancel any or all classes at any time during the year. In the event of cancelled classes, any fees paid for classes will be completely refunded. I understand that NQT will not be made liable for any damages incurred as a result of cancelled classes.

### **8. LIMITATION OF LIABILITY**

- 8.1 I acknowledge and agree that NQT do not give any guarantee of improved academic results or of any particular level of academic achievement of the Student arising from provision of the classes, tuition, services or materials provided by NQT, and I acknowledge that any results obtained by the Student are dependent on factors not within the control of NQT, including the application and ability of the Student, their diligence, the amount of study and/or homework done by the Student, the nature and content of tests or examinations. To the maximum extent permitted by law, NQT do not give any warranty as to the nature, the characteristics, the suitability for their purpose or the quantity of any classes, tuition, services or materials provided by NQT.
- 8.2 NQT will not under any circumstances be liable for poor academic results, scholarship or selective school entrance exams results, or otherwise in the event that the Student does not receive a scholarship, receives a worse than anticipated academic report, or fails a test at school or other academic or educational institution.
- 8.3 NQT's liability for a breach of any condition or warranty implied by Div.2 of Part V of the Trade Practices Act 1974 (other than s. 69) and similar provisions of relevant State legislation in relation to classes, tuition, services or materials offered or provided by it is hereby limited to:
  - (1) in the case of goods, any one or more of the following:
    - (a) the replacement of the goods or the supply of equivalent goods;
    - (b) the repair of the goods;
    - (c) the payment of the cost of replacing the goods or acquiring equivalent goods; or
    - (d) the payment of the cost of having the goods repaired; or
  - (2) in the case of services:
    - (a) the supplying of the services again; or
    - (b) the payment of the cost of having the services supplied again, within a period not exceeding twelve calendar months after the classes or services have been provided.
- 8.4 Except as provided in these terms and to the extent permitted by law, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the classes, tuition, services or materials offered or provided by NQT otherwise are expressly excluded.
- 8.5 NQT will not be liable in contract, tort (including without limitation, negligence or breach of statutory duty) or otherwise in any way whatsoever to compensate the Student or their parents or guardians for:
  - (1) Any physical or financial injury, loss, damage, increased costs or expenses;
  - (2) Any loss of profit, revenue, business, contracts or anticipated savings;
  - (3) Any loss, damage or expense resulting from a claim by a third party; or
  - (4) Any special, indirect or consequential loss or damage of any nature whatsoever caused by any defect or delay or for any other reason whatsoever, arising out of the supply, provision or operation of the classes, tuition, services or materials provided or arising out of NQT's negligence or in any way whatsoever.

### **9. HOMEWORK**

- 9.1 NQT will only correct and/or mark homework if any such homework is returned to NQT for that purpose - it is the parent's responsibility to make sure the Student does any homework and submits it to NQT for marking or correction. It is not the responsibility of NQT to make any follow-up or to ensure that the Student makes any attempt to do or completes any homework. NQT provide a homework/tuition and correction service. NQT do not provide a parenting service or child care. NQT do not wish to lecture students about homework or impose it on them. NQT will provide homework but won't enforce attempt or completion of any such homework - ensuring attempt and/or completion of any homework is the responsibility of the Student and the parents.

### **10. FORCE MAJEURE**

- 10.1 NQT will not be liable for any failure to perform, and will be relieved of, its obligations under these terms occasioned by force majeure including (but without limiting the generality of the foregoing) war, legislation, civil commotions, fire, flood, tempest, earthquake, riot, theft, crime, war, explosion, act of God, strike, lockout, sabotage, embargo, labour employment difficulties, accident, breakdown, restriction, prohibition or any action by any government or quasi-government authority, and any other causes outside the reasonable control of NQT or their supplier.

### **11. INDEMNITY**

- 11.1 The Student, and if the Student is under 18 years of age, the parent(s) and/or guardians of the Student, for and on behalf of their children, heirs, executors, administrators and representatives, agree to release, indemnify and defend NQT ("indemnify" meaning protect by reimbursement or payment), with respect to all claims, liabilities, losses, suits or expenses (including costs and reasonable legal fees), made or brought by anyone, including a co-participant, third party, the Student, parents or guardians of the Student, or any member of the Student's family, arising out of any injury, damage, death or other loss in any way connected with the Student's enrolment or participation in NQT activities or use of NQT services, equipment, tuition, facilities or materials, however caused.

**FOR A FULL SIZED VERSION OF THESE TERMS AND CONDITIONS, PLEASE SEE NQT EDUCATION'S WEBSITE AT [www.nqt.com.au](http://www.nqt.com.au).**