

AHEADSTART LTD

TERMS & CONDITIONS OF TRADE

Note: "in writing" means either via text message to the tutor or director, or email to tutor@aheadstart.co.nz

TUTORIAL PROGRAM

The student/parent/guardian agrees to:

Tutorial Plan: either the Platinum, Gold, Silver or Group Plans and/or NCEA Workshops.

Tutorial Frequency: either weekly or casual tutorials (see below for more details).

The student's tutorial program can be altered in writing, with a minimum of 7 days' notice required.

WEEKLY TUTORIALS

1. Weekly tutorials are scheduled (at least) once a week on a regular day, time and location. Weekly tutorial details are organized in writing prior to the commencement of tuition.
2. Students having weekly tutorials have an ongoing commitment to attend (at least) one tutorial each week throughout New Zealand school terms: <http://www.education.govt.nz/ministry-of-education/school-terms-and-holidays>
3. Students are still required to attend weekly tutorials in the event a school is closed during the school term for teacher only days, local gala or show days, and in-service training days.
4. Students are not required to attend weekly tutorials on National & Canterbury public holidays, but may on mutual agreement with their tutor.

CASUAL TUTORIALS

5. Casual tutorials are scheduled, in writing, at the student's request. Previously available tutors and tutorial times may not always be available.

GENERAL

6. Tutorials are a minimum of 60 minutes in length, but longer tutorials may be arranged in increments of 30 minutes e.g. 90 minutes, 2 hours.
7. Scheduled tutorials generally occur during the school term, but may be requested during public holidays, term breaks and summer holidays.
8. The tutor will meet with the student at the entrance to the agreed location, so the tutor may easily find the student. When a tutor is unable to find a student on the agreed day, time and location, full payment for the tutorial is required.
9. When a student is late, or unable to attend a scheduled tutorial at late notice (less than 12 hours before the tutorial), the student/parent/guardian must immediately notify the tutor directly via text message or phone.

10. When a student is late to a tutorial, or leaves a tutorial early, full payment for the tutorial is required.
11. When a student does not arrive at a scheduled tutorial on time the tutor will wait for 30 minutes at the pre-arranged location. Beyond this time the tutor will leave under the assumption that the student is not coming, unless informed otherwise.
12. It is the responsibility of the student/parent/guardian to ensure that tuition that occurs in the student's home occurs in a communal living area.

CANCELLATION

13. Weekly tutorials continue until:
 - a. either the last day of school for the academic year (end of Term 4 in early December);
 - b. or notification of the termination date is provided in writing a minimum of 7 days prior to the final tutorial. Where 7 days' notice of the date of the final tutorial is not provided in writing, payment for a further tutorial will be required.
14. Students having weekly tutorials may only cancel one tutorial out of every 10 tutorials without charge, however, no charge applies when a medical certificate is provided. The following points applying:
 - a. Notice of a tutorial cancellation must be provided in writing a minimum of 12 hours in advance of the tutorial to be cancelled, otherwise full payment for the tutorial is required.
 - b. When more than one tutorial out of every 10 is cancelled, payment will be required for those cancelled tutorials, even when notice is provided 12 hours in advance. Cancelled tutorials must be paid before commencement of any subsequent tutorials.
 - c. When cancellation of tutorials occurs two times in a row, the scheduled tutorial time may not be available again.
15. A scheduled tutorial may be rescheduled to another date and time within the same week. Notice must be provided in writing a minimum of 12 hours in advance of the tutorial to be rescheduled, by the student/parent/guardian, otherwise full payment for the original tutorial is required, unless a medical certificate is provided.
16. When a student does not attend a scheduled tutorial, without providing prior notice a minimum of 12 hours in advance of the tutorial, full payment for the tutorial is required, unless a medical certificate is provided.

FEES

17. Tutorials occur at Christchurch City Public Libraries, Waimakariri Libraries, Selwyn Libraries or University of Canterbury Libraries for no travel fee.
18. Tutorials may occur at the student's home or other convenient location within Christchurch City, in which case an additional travel fee of \$12 per tutorial will apply.

19. Tutorials may occur at the student's home or other convenient location outside Christchurch City (e.g. Sumner, Tai Tapu, Lincoln, Kaiapoi, Rangiora), in which case an additional travel fee of \$15-\$20 per tutorial will apply.
20. When 10 tutorials are paid for together (usually in advance), a 10% discount rate will apply.
21. Prices may be subject to change, however 4 weeks advance warning will be given in writing.

PAYMENT

22. All fees are directly payable to AHeadStart Ltd by either cheque or direct banking. No payments are to be paid directly to the tutor.
23. Invoices for fees will be emailed to the student or parent/guardian.
24. Payment of fees can either be made per tutorial (full rate) or for 10 tutorials (10% discounted rate). The due date will be specified on the invoice.
 - a. All invoices for individual tutorials must be paid within 3 days of the date of the invoice, unless we agree or specify otherwise.
 - b. All invoices for 10 tutorials must be paid within 7 days of the date of the invoice, unless we agree or specify otherwise.
25. Unless expressly stated otherwise, all fees are inclusive of GST.
26. When 10 tutorials are paid in advance with a 10% discount, students must use these tutorials before the end of the academic year (end of Term 4 in early December) within which the tutorials were purchased.
27. When 10 tutorials are paid in advance with a 10% discount and weekly tutorials are terminated more than 2 weeks prior to the occurrence of the NCEA exams/end-of-year school exams, any remaining paid tutorials will not be carried over to the following academic year and no refund will be given.
28. If tutorials are terminated at the end of the academic year due to the occurrence of the NCEA exams/end-of-year school exams, any remaining paid tutorials may either be:
 - a. reimbursed within 12 months of the last tutorial; however, the 10% discount will no longer apply;
 - b. or be carried over to the following academic year.

DEFAULT ON PAYMENT, INTEREST & LEGAL EXPENSES

29. Where an invoice is not paid by the due date, a reminder notice will be emailed, with payment required within 2 days of the reminder notice.
30. Where an invoice is not paid following the reminder notice, AHeadStart Ltd reserves the right to terminate future services until the date the invoice is paid in full.
31. Where an invoice is not paid following the reminder notice, default interest on the amount outstanding will be calculated at the Principal bank lending rate plus 5% per month, and shall accrue until the date the invoice is paid in full.
32. Where an invoice is not paid, we may choose to recover outstanding amounts from the student/parent/guardian via a debt collection agency or we may choose to commence legal

proceedings against the student/parent/guardian to recover the costs incurred in recovering outstanding amounts.

33. All expenses incurred by AHeadStart Ltd for default in payment, including collection costs from obtaining the services of a debt collection company and/or legal fees in relation to any overdue amount will be added to the student's/parent's/guardian's account and they, as the client, are liable for its payment.

WARRANTY & REFUNDS

34. If a student is not satisfied with the first tutorial with a tutor and believes the tutor is completely unsuitable for teaching purposes tutorial fees will then be refunded, with the following provisos:
- a. Notice to discontinue with a tutor must be provided by the student/parent/guardian by email to tutor@aheadstart.co.nz within 24 hours after the tutorial. Otherwise full payment for the tutorial, is required.
 - b. Reasons for discontinuing tuition (within the bounds of the Human Rights Act 1993) must be provided in writing. This helps us to improve our services for future students.
 - c. By scheduling or attending second (and further) tutorials with a tutor, the student/parent/guardian forfeits the right to any refunds based on a tutor's performance.
35. Students are under no obligation to continue with the same tutor if they are not completely satisfied (within the bounds of the Human Rights Act 1993). At any stage, AHeadStart Ltd will do its utmost to arrange another more suitable tutor, on request.

HUMAN RIGHTS ACT 1993

36. AHeadStart Ltd is bound by the Human Rights Act 1993. As a result we are unable to unlawfully discriminate against either students/parents/guardians or our tutors on the grounds of age, colour, disability, employment status, ethical beliefs (lack of religious belief), ethnic or national origins (includes nationality and citizenship), family status (having dependents, not having dependents, being married to, or in a civil union or de facto relationship with, a particular person or being a relative of a particular person), marital status (single, married, in a civil union or a de facto relationship, separated, a party to a marriage or civil union now dissolved, widowed), political opinion (including having no political opinion), race & racial harassment, religious belief, gender or sexual orientation.
37. AHeadStart Ltd will not cancel tutorials on behalf of a student/parent/guardian based on the grounds of discrimination against a tutor as detailed in the Human Rights Act 1993.

ACADEMIC RESPONSIBILITY

38. AHeadStart Ltd strives to provide the best possible service. However, AHeadStart Ltd will not be held accountable or responsible for the academic success or lack thereof demonstrated by the student. Although AHeadStart Ltd will do everything in its power to help grades and skill sets improve, AHeadStart Ltd can offer no guarantee.
- 39.

PRIVACY ACT 1993

40. You, the student/parent/guardian, authorise AHeadStart Ltd to:
- a. collect, retain and use any information about yourself, for the purposes of assessing your creditworthiness;
 - b. disclose information about yourself to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default in payment by the student/parent/guardian.
41. You, the student/parent/guardian, shall have the right to request AHeadStart Ltd for a copy of the information about yourself retained by us, and the right to request that any incorrect information be corrected.
42. You, the student/parent/guardian authorises AHeadStart Ltd, its agents, distributors, business partners or any other third party to use your information for the purposes of marketing products and services.

CHANGES

43. These terms and conditions of trade are subject to change.
44. AHeadStart Ltd reserves the right to change these terms of use from time to time by publishing the changed terms on this website: <http://www.aheadstart.co.nz/terms-and-conditions-xidc37980.html>.
45. You, the student/parent/guardian, acknowledge that it is your responsibility to review these terms of use periodically to be aware of such changes. Your continuing access or use of the tutorial service provided by AHeadStart Ltd, following such publication, shall be deemed your acceptance of the revised terms of use.

LIABILITY

46. AHeadStart Ltd is not liable for any direct, incidental, consequential, indirect, special, punitive or similar damages arising out of use of its tutoring service, or any errors or omissions in the content of its materials. You, the student/parent/guardian, specifically waive any and all claims arising out of the use of this tutoring service.

NEWSLETTER

47. AHeadStart Ltd strives to provide the best possible service, which includes keeping parents and students informed about special offers, NZQA news, and relevant information about NCEA. You, the student/parent/guardian agree to receive the AHeadStart Newsletter, in accordance with the Unsolicited Electronic Messages Act 2007.

COPYRIGHT

48. All materials AHeadStart Ltd creates in-house are copyright, and provided to the student specifically as an educational aid. You, the student/parent/guardian agree that you will not publish or distribute any portion of any materials without prior written permission from the Director of AHeadStart Ltd, Melanie Coker.