



IMPACT TUTORING TERMS AND CONDITIONS – In-Person and Online Lessons

1. Lessons are booked in 1 hour time slots.
2. There is a minimum of 1 lesson per week.
3. Notification for a missed lesson is required by 11am on the day of the lesson or in advance.
4. A missed lesson will mean you are offered a Learning Pack OR Online course specific to your child from your Tutor. This will be emailed to you as a PDF or as a link.
5. A missed lesson, if a Tutor is absent, will mean you are offered a Learning Pack OR Online course specific to your child from your Tutor. This will be emailed to you as a PDF or as a link. All attempts will be made to cover the Tutoring lesson with another Tutor if possible.
5. No credits will be offered.
6. There is no refund for unexplained/missed lessons.
7. Maximum 2 missed lessons per term regarding Nos 4 & 5.

Billing and payment

1. Invoices will be sent in advance of the lessons taking place.
2. NZ Residents - Payment options;
 - a. Pay by the due date
 - b. 2 x Split payments
 - c. Weekly automatic payment.
3. Overseas Residents - We ask that you pay for your lessons in advance. If in the unlikely event of a cancelled lesson see No 4 above.
4. A 10% charge plus Administration fees will occur at the end of the agreed tuition period if the balance is not paid in full after the Friday 5 pm cut-off for end of Term. This will be added to the invoice total. Any balance outstanding must be paid in full.

5. Failure to pay an invoice will result in debt collection proceedings at your expense. You will be contacted prior, including fortnightly Xero statements throughout the Term, texting, emailing and phoning.
6. Cancellation charges - 2 weeks' notice to discontinue sessions. Your invoice will reflect this whether or not the sessions are used.
7. Withdrawal payment – For students withdrawing before the end of the term, payment in full is due on or before the date of the student's final lesson. This applies regardless of the end-of-term payment deadline set out in clause 4.

Privacy

1. Impact Tutoring will treat the personal information of all students as strictly confidential and it will not be shared with any third party unless authorized by the user or if requested officially by law enforcement agencies.

Copyright & Trademarks

1. Copyright relating to information on the website and resource materials is the property of Impact Tutoring. All rights are reserved. Unless stipulated otherwise by the relevant laws, no information on the website or resources can be reproduced, adapted, distributed or otherwise used for commercial gain unless expressly granted written permission by Impact Tutoring.

Links

1. There may be links to other websites used during the lessons. Impact Tutoring does not take legal responsibility for the nature of content in or obtained through such websites or for the security of information policies of those websites.

Police Check

1. Every Tutor will have a current Police Check in accordance with the Vulnerable Children's Act 2014.

Registration, Social Media Forms

1. Registration is a prerequisite to Tuition lessons, the Registration form Online link will be sent to you beforehand to complete and return.
2. Social media permission form is also required. This is included in the Registration form online link.
3. Please provide any information we may need to know on the registration form such as Custody issues, health issues if any.

Health and Safety

1. Impact Tutoring is committed to implementing a culture that ensures the health and safety and wellbeing of all workers, students, visitors and contractors in our workplace and online.

2. Online sessions will be recorded randomly.
3. Impact Tutoring will comply with the Health and Safety at Work Act 2015 and all other relevant legislation, rules, standards and codes of practice.
- 4 We will ensure there are safe systems in place which are reviewed regularly.

Human Rights Act 1993

1. Impact Tutoring is bound by the Human Rights Act 1993. As a result we are unable to unlawfully discriminate against either students/parents/guardians 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.
- 2 Impact Tutoring will not cancel lessons on behalf of a parent/guardian based on the grounds of discrimination against a tutor or student as detailed in the Human Rights Act 1993.

Academic Guarantee

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

Changes

1. These terms and conditions of trade are subject to change. Impact Tutoring reserves the right to change these terms of use from time to time by publishing the changed terms on this website. You, the 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 Impact Tutoring, following such publication, shall be deemed your acceptance of the revised terms of use.

Liability

1. Impact Tutoring 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 parent/guardian, specifically waive any and all claims arising out of the use of this tutoring service.

Communication

1. Impact Tutoring strives to provide the best possible service, which includes keeping parents and students informed about special offers, news, and relevant information about learning. You, the parent/guardian agree to receive the Impact Tutoring Newsletter and Communication, in accordance with the Unsolicited Electronic Messages Act 20

I have read and agreed with the Impact Tutoring Terms and Conditions.

