



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 Session Changes and Catch-ups

3.1

If the Participant does not attend their session, You are still liable to pay for this session.

- a) All session change and catch-up requests must be submitted in writing (with 24 hours notice).
- b) No charge for changes or catch-ups requests (with 24 hours notice). Strictly limited to 2 x session changes or catch-ups per student/per term. All further changes will incur a 50% session rescheduling fee.
- c) All change or catch-up requests (within 24 hours notice) will incur a 50% session rescheduling fee.
- d) All catch-up requests for missed sessions without notification will be rescheduled and invoiced for the full session fee. Notification within one hour of session start time will be deemed as missed and billable.
- e) Special requests to cancel, credit and/or defer contractual full term bookings to the following term will be re-invoiced at the casual rate for the sessions attended during the current term and the balance credited to your Zest account for the following term. All requests must be in writing and are subject to the full discretion of Zest Education Centre. A \$30.00 rescheduling administration fee will also apply.

- f) Changing from one subject to another or from a small group to a Private 1-1 session during the term will incur a \$30.00 administration fee.
- g) All change and catch-up requests are YOUR responsibility to organise and are subject to availability.

3.2

If the centre is closed or your child is unable to attend their session due to COVID19 related level changes, or medical concerns, an online session will be arranged. You are still liable to pay for this session.

All session change and make-up requests must occur within 7 days or within the same term. It is the responsibility of You to organise a session change. Session changes and make-up sessions are non transferable to our holiday programmes or the following terms. Special cases will be considered if a medical certificate is submitted. All changes and make-up requests are subject to availability.

4.0 Session 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 (per subject):

The following rates apply:

Term Payments (Full payment for the term, or remainder of the term paid in advance, set day and time each week)

- a. \$60 per session (groups of 3 students)
- b. \$75 per session (groups of 2 students)
- c. \$90 per session (Private 1-1)

Weekly Payments (contractual for the term, or remainder of the term, regardless of attendance, set day and time each week)

- d. \$65 per session (groups of 3 students)
- e. \$80 per session (groups of 2 students)
- f. \$95 per session (Private 1-1)

Casual Payments (no contractual obligation, payment required in full 24 hours prior to child's session)

- g. \$75 per session (groups of 3 students)
- h. \$95 per session (groups of 2 students)
- i. \$105 per session (Private 1-1)

5.2 Enrolment Fee:

There is a one off \$50.00 enrolment fee per student.

5.3 Payment terms:

- a) Term payments must be received in full within 7 days from the specified invoice date.
- b) Weekly payments must be received prior to your child's session.
- c) Casual Payments and Private 1-1 trial sessions must be paid in full 24 hours prior to your child's session.

5.4 Late and non payments:

If you do not fully pay your invoice by the due date your booking/s will be removed and your space will be offered to new and/or existing students. We kindly request that if you do not plan to continue your child/s tutoring sessions in the following term that you let us know via email, phone or by stopping by our reception desk.

5.5 No refunds:

No refunds or credits will be given for absences.

5.6 Payment type

We accept payment via credit card or EFTPOS in centre or online via credit card or bank transfer. Please note our preferred method of payment is internet banking. Our bank account number is 12-3488-0025458-00.

5.7 Your payment responsibilities:

You are responsible for ensuring that the payment goes through.

5.8 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.

5.9 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 that Zest Education Centre correct any incorrect information about you held by Zest Education Centre. You can view our full privacy policy here [Zest Education Centre privacy policy](#)

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.

6.4 Closed Circuit Television (CCTV) and Online Session Recordings

The system has been installed by Zest Education with the primary purpose of helping to ensure the safety of all users, staff, students, parents and visitors in a manner consistent with respect for an individual's privacy. You can view our full CCTV Policy here [Zest Education CCTV Policy](#) or by sending your request by email to learn@zesteducation.co.nz

7.0 Your Acknowledgement and Acceptance

By attending sessions (this includes a free trial or free assessment) at 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.