



Tuition Terms and Conditions - version2.2

These terms and conditions form the guidelines of our provision of service. We aim to deal with all students in good faith so feel free to talk to us if you have any issues and we will try to resolve it together.

1. Attendance and rescheduling

- a) Students will be allowed 1 makeup lesson **or** 1 reschedule per month.
 - i. 'Makeup' means that the lesson will not be counted as used
 - ii. 'Reschedule' means that the scheduled class is moved to another day in that same week - this is dependent on time slot or teacher availability.
- b) Notice for makeup lessons or rescheduling must be received and replied to at least 24 hours before your lesson to confirm your makeup. To ensure your makeup is accepted please contact us as early as possible.
- c) If the student is late, the lesson will still finish on the scheduled time.
- d) If the student does not turn up within 20 minutes of the scheduled lesson start time then we will assume that you have cancelled the lesson as you are too busy to attend. That lesson will be deemed to be used and you will be marked absent.
- e) Semi private lessons can only be made-up or rescheduled if all students agree on the reschedule and appropriate notice is given. If one student cannot make it to the class but if even one of the others cannot / will not reschedule, then the student wishing to reschedule will have to forfeit that lesson.
- f) Internet lesson students will be allowed 1 extra makeup or reschedule per month for connectivity problems on the student's side if the issue is present before the lesson starts and at least 24 hours' notice is given (as set out in b) and efforts have been made to remedy the problem.
- g) Internet connectivity issues present during the lesson will not be made up. If the student decides to disconnect and finish the lesson early because of connection problems then this lesson will be counted as used.
- h) Internet connectivity issues on the teacher's side will be made up as a special makeup (not counted as in 1a) if present before the start of the lesson and leads to the lesson being cancelled before it starts.
- i) Flex lessons cannot be rescheduled or made up once scheduled
- j) Changing your lesson timetable will only be allowed once a month. New class schedules are at our sole discretion and will depend on the availability of time slots and teachers. The changed time will become the student's new time slot. (The old scheduled time slot will be deleted).
- k) Putting a hold on your lessons may be possible to a reasonable extent and only for reasonable reasons, and notice must be received in advance. Putting a hold on lessons must be for a genuine reason and cannot be used instead of rescheduling or makeups. Acceptance of the hold is at our sole discretion. [a reasonable extent would be twice a year for example] There will be no guarantee that your old timeslot will be available for when you return however.
- l) If the lesson is interrupted for any reason on our side, the time lost due to the interruption will be added to the end of the lesson if possible. If it is not possible to extend the lesson at that time, it will be added on to a lesson at both the student's and teacher's most convenient time.



- m) In the unusual case that the lesson needs to be cancelled by the teacher part way through the lesson and cannot be finished, the entire scheduled duration of the lesson will be fully made-up regardless of the point at which it was abandoned and this will not be counted as a makeup as set out in 1(a). In addition, an extra 30 minutes of lessons will be given to you as appreciation for your understanding in this case.

2. Termination and refunds

- a) The student will pay any bank transfer fees or other such fees in the case of any refunds made by KIWI@HOME to the student
- b) Termination of your contract before tuition has commenced with full refund will be allowed up until 48 hours before your first class. We will return 100% of your tuition fee, minus an administration fee of \$50. Termination between 48 hours and the starting time of your first lesson will incur an administration fee of \$150.
- c) Refunds will not normally be given once tuition has commenced. If something beyond your control has come up and you cannot continue your tuition, please use alternatives such as internet lessons, transferring to another person or postponing lessons to a later date.
- d) Dishonesty is not tolerated and we have a strict policy against cheating and plagiarism. Asking any teacher to help a student cheat will not be accepted and persistent dishonest behaviour may result in termination of the tuition without refund.
- e) Refusal to follow study advice compromises the quality of our education provision. We reserve the right to cancel any student's contract at any time if the student does not remedy or seem to be trying to remedy the problem appropriately after being warned about it. Refunds of the unused portion of tuition will be given with an administration fee of \$150 deducted.
- f) We reserve the right to cancel the tuition of any student who after being made aware of a problem with their behaviour and is given a written warning by KIWI@HOME, still continues to act in a manner that we feel is threatening, causes discomfort, loss or inconvenience to any other student, teacher or to KIWI@HOME. A refund of the unused portion of tuition will be given with a deduction of an administration fee of \$150.
- g) We reserve the right to refuse the enrolment of any student at our sole discretion. This includes new enrolments, re-enrolments, continuation of tuition and transfer of tuition as set out on 3(a)

3. Currency of tuition

- a) Tuition can be put on hold for use at a later date, used for internet lessons or transferred to another person.
- b) If transferring tuition to another person, contact us first to arrange the lesson transfer to the new person. The person to whom you have transferred your remaining lessons must contact us within 6 days after your notifying us of the transfer for the transfer to be valid and we must approve of the transfer.
- c) Tuition is valid for a period of weeks; $1.5 \times$ the purchased hours from the start date of the first lesson. [For example if you purchase 40 hours of lessons, you must use those 40 hours within 60 weeks as $40 \times 1.5 = 60$ (1 year and 2 months)]



- d) Placing a hold on lessons or transferring them to another person will not affect the currency set out in 3(c) unless there are special circumstances and we agree to it in writing.
- e) The conditions of currency will apply only while there are lessons still active on the student's account
- f) Lessons will be counted as the number of hours a student has paid for at the appropriate rate for the lesson type. Recalculations of remaining lessons will be made based on the remaining monetary amount when changing lesson type.
- g) In the case of students who re-start tuition after finishing or after the validity term, as set out in 3(c) has expired, if the recommencement of tuition is within one year of the last current date of tuition, then the new tuition may be charged at the special discount rate, as set out in 5 (e).
 - i. If the recommencement of tuition is over one year from the last date of currency then the new tuition will be charged at the usual first time rate.
 - ii. All new tuition rates will be charged at the current rate of the time.

4. Complaints

- a) The first step should always be to discuss your concerns with Dan or Yoshimi
- b) Further complaints will be dealt with as per our complaints policy; complaints about unresolved issues must be made on the KIWI@HOME complaint form (available on request or downloadable from our website). Complaints which are not received and processed in this way will not be actioned.
- c) If an issue cannot be resolved to either parties' satisfaction after the complaint's process has been completed, refunds will not be given, but you may transfer your tuition as set out in 3(a).
- d) Complaints will only be accepted for consideration by students who have current tuition with us and who are currently taking classes with us.

5. Costs and discounts

- a) Students will pay any associated cost of transferring money for lessons to KIWI@HOME that are necessary depending on your bank or other money transfer system
- b) Discounts for longer term contracts will be rewarded as long as the total payment is made and received for the entire lesson term, before the lessons commence.
- c) The price schedule is worked out per hour, not per lesson.
- d) Lesson rates are reviewed periodically and special discounts may apply for certain packages. The most up-to-date rate will be the rates as set out in the Service Cost and Content document which will be the same as that advertised on our website <http://www.kiwi-at-home.co.nz/index.php/fees>
- e) The further discount for private lesson renewals is valid only after 40 hours of private lessons have been used
 - a. For parents and financially dependent children using the same contract, the 40 hours can be shared between all people.

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- f) Payments for lessons must be received at least 48 hours before the lesson is scheduled to start. If payment is not received before this time, the lesson will be not be scheduled and instead be postponed to the following week.
- g) Private lessons done at your house or place of work are subject to teacher availability and safety and will be accepted at our sole discretion.