



TERMS AND CONDITIONS

1. Payment of Fees

- 1.1. Tuition fees (**Fees**) are payable either yearly, termly or weekly.
- 1.2. The fees quoted are INCLUSIVE of Goods and Services Tax (**GST**).
- 1.3. Any special prices and/ or offers which may be offered by Spectrum Tuition are quoted PER STUDENT, PER YEAR and/ or PER TERM.
- 1.4. All payments of the Fees are non-refundable and the Student will lose their payments if they fail to attend lessons which have already been paid or pre-paid for.
- 1.5. A Credit Note may be issued to a Student at Spectrum Tuition's sole discretion.
- 1.6. If a Credit is issued to a Student, it will be provided as the balance of any fees paid less any lessons attended plus course materials charged at the weekly rate. A \$20 administration fee will also apply to all Credit Notes.
- 1.7. Credit Notes are not redeemable for cash.
- 1.8. No further discounts will apply on the discounted term rate or the yearly rate.
- 1.9. Students will be given an enrolment pass once they have made payment in full for their classes.
- 1.10. The enrolment pass must be given to their tutor in order to join the class.
- 1.11. These terms and conditions and the rules or policies for payment, and the amount of the fees or other fees or charges, may be varied by notice in writing to the Student and/ or parents or guardians of the Student.
- 1.12. Spectrum Tuition reserves the right to cancel any or all classes at any time during the year. In the event of cancelled classes, any fees for the remaining number of classes will be refunded.

2. Term Fees

- 2.1. The Term Rates are all outlined in the Schedule of Fees. The Schedule of Fees is available from Spectrum Tuition upon request.
- 2.2. The Discounted Term Rate (**Discounted Rate**) is only available for students who pay in full and on time (by the first day of each term).
- 2.3. If the Student and/ or parents or guardians of the Student does not make payment by the first day of the Term the Regular Term Rate (**Regular Rate**) applies if payment is made within the term that the student has attended classes or the weekly rate if payments are made after the term that the student has attended classes.

3. Yearly Fees

- 3.1. Yearly Payments must be paid in full by the last day of Term 1 of the calendar year in which a student enrolls.
- 3.2. Fees for Term 1 are required as a deposit for the Yearly Payment if it is not paid in full at the time of enrolment.

4. Super Early Bird Term Rate

- 4.1. The Super Early Bird Term Rate is only available for current Spectrum students who pay in full and on time by the LAST day of the previous term in which the students enrolls.
- 4.2. If the Student and/ or parents or guardians of the Student does not make payment by the last day of the previous term, the Discounted Term Rate or Regular Rate applies if payment is made within the term that the student has attended classes or the weekly rate if payments are made after the term that the student has attended classes.

5. Non-Payment

- 5.1. Spectrum Tuition reserves the right to suspend the provision of classes or services to the Student in the absolute discretion in the event of non payment.
- 5.2. All non-payments of outstanding fees and/or charges incurred by the parent or the guardian and/or the Student will be referred to a debt collection agency.
- 5.3. All fees, charges and incidental costs incurred in collection of outstanding fees and/ or charges will be payable by the parent or guardian of the Student.

6. Illness – Medical Attention

- 6.1. Full details of any medical conditions and medical history of the Student must be provided to Spectrum Tuition at enrolment.
- 6.2. 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 Spectrum Tuition:
 - 6.2.1. Spectrum Tuition will attempt to advise the Student's parents or guardians as soon as reasonably practicable, and will endeavour to obtain the consent of the parent or guardian prior to Spectrum Tuition seeking urgent medical treatment for students under the age of 18;
 - 6.2.2. If Spectrum Tuition is unable to obtain consent from the Student's parents or guardians for any reason whatsoever and medical treatment for the Student is deemed necessary by Spectrum Tuition or staff acting on behalf of Spectrum Tuition the Student's parents or guardians agree to fully pay all expenses incurred by Spectrum Tuition or its officers, staff or as a result of any medical treatment obtained for or given to the Student.

7. Supervision

- 7.1. Spectrum Tuition will endeavour to provide reasonable care of the Student while the Student is under the care or supervision of Spectrum Tuition.
- 7.2. The parent or guardian acknowledges and agrees that Spectrum Tuition 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 Spectrum Tuition whilst under Spectrum Tuition supervision.
- 7.3. The parent or guardian acknowledges and agrees 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 to Spectrum Tuition.

8. Indemnity

- 8.1. The parent (s) and/ or guardians of the Student agree to release, indemnify and defend Spectrum Tuition ("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, or other loss in any way connected with the Student's enrolment or participation in Spectrum Tuition activities or use of Spectrum Tuition services, equipment, tuition, facilities or materials, however caused.

Please note that by enrolling in classes at Spectrum Tuition you agree to all of the above Terms and Conditions in their totality.