



TERMS AND CONDITIONS

I understand and agree to the following terms and conditions:

1. SERVICES OFFERED

Termly Packages

- Lessons are scheduled once a week on a regular day, time and location.
- Students are still required to attend weekly lessons in the event a school is closed during the school term excluding National and Regional Public Holidays.
- Students are not required to attend weekly lessons that fall on National & Regional public holidays. These lessons are not charged for in termly packages.
- The full fee for the scheduled lesson still applies for all cancelled lessons.
- 2x make up lessons are available per term. A minimum of 24hrs notice of absence must be given and make up lessons must be booked within 2 weeks. All available make up lesson times are on TutorBird, no additional times will be made available.
- Make up lessons can not be guaranteed for paired/group lessons, unless you opt to attend another group at a similar level or upgrade to a 1:1 make up lesson.
- Payments are due 1 week in advance and must be on automatic payment.
- Should you wish to cancel an enrolment midterm, the full term payment is still required unless your lesson spot can be filled prior.

Weekly Packages

- Lessons are scheduled once a week on a regular day, time and location.
- Students are still required to attend weekly lessons in the event a school is closed during the school term excluding National and Regional Public Holidays.
- Students are not required to attend weekly lessons that fall on National & Regional public holidays. These lessons are not charged for.
- A minimum of 24hrs notice of absence must be given. By failing to provide adequate notice as described above, Study Nook reserves the right to charge the client the full fee for the scheduled lesson. No makeup lessons are available on weekly packages.
- Payments are due 1 week in advance.
- Should you wish to cancel midterm, a minimum of 1 weeks notice is required.

Lateness

- When a student is late, the client must immediately notify the educator directly via text message 0278653276 or via the TutorBird Homework Submission feature.
- When a student is late to a lesson or leaves a lesson early, full payment for the lesson is required.
- When a student does not arrive at a scheduled lesson on time, the educator will wait for 15 minutes. Beyond this time the educator will cancel the lesson under the assumption that the student is not attending, unless informed otherwise.



2. FEES AND PAYMENT

- The fees for Study Nook services are explicitly stated at the time of enrolling. All fees are GST inclusive.
- Prices may be subject to change, however 4 weeks advance warning will be given in writing, via email to the parent/guardian.

Terms of Payment

- Unless otherwise specified, all invoices must be settled on or before the due date of each invoice.
- Interest will be charged on all overdue invoices at a rate of 1% per week.
- The client agrees to pay all costs incurred by The Study Nook Limited in recovering any overdue monies owing by the client.

Cancellation & Non-Return Notice

Should you wish to not return for the following term, written notice must be provided via email to the Study Nook Director by the end of the current school term. Notice given after the completion of the school term may result in a late cancellation fee equivalent to two weeks of lesson fees.

The exception to this is the end of Term 4, where a re-enrolment form will be emailed to all families. If the re-enrolment form is not completed by the specified due date, it will be assumed that your child is returning for the following year and late cancellation fees will apply should you subsequently choose not to re-enrol.

3. WARRANTY AND REFUNDS

If the client is not satisfied with the first lesson with an educator and believes the educator is completely unsuitable for teaching purposes lesson fees (excluding Initial Assessment fees) will then be refunded with the following provisos:

- Notice to discontinue with a educator must be provided by the the client via email to the Study Nook Director within 24 hours after the lesson. Otherwise full payment for the lesson is required.
- Reasons for discontinuing learning support must be provided in writing. This helps us to improve our services for future students.

By scheduling or attending second (and further) lessons with an educator, the client forfeits the right to any refunds based on an educator's performance.

4. ACADEMIC RESPONSIBILITY

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



5. PRIVACY ACT 1993

You, the parent/guardian, authorise The Study Nook to:

- collect, retain and use any information about yourself, for the purposes of assessing your creditworthiness.
- 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.

You, the parent/guardian, shall have the right to request The Study Nook for a copy of the information about yourself retained by us, and the right to request that any incorrect information be corrected.

You, the parent/guardian authorises The Study Nook, its agents, distributors, business partners or any other third party to use your information for the purposes of marketing products and services.

6. CHANGES

These terms and conditions of trade are subject to change.

Study Nook reserves the right to change these terms of use from time to time by publishing the changed terms on this website.

You, the client, 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 learning support service provided by Study Nook, following such publication, shall be deemed your acceptance of the revised terms of use.

7. LIABILITY

Study Nook is not liable for any direct, incidental, consequential, indirect, special, punitive or similar damages arising out of use of its learning support service, or any errors or omissions in the content of its materials. You, the client, specifically waive any and all claims arising out of the use of this learning support service.



8. CHILD PROTECTION AND SAFEGUARDING

Study Nook is committed to the prevention of abuse and to the well-being of members, children, young people, and their families.

Study Nook is committed to acting at all times in the welfare and best interests of children and young people.

All educators engaged with Study Nook undergo police vetting checks to ensure suitability for working with children.

Study Nook recognises that all staff must act within the legal requirements of the Privacy Act, Oranga Tamariki Act, Health Information Act and all other relevant legislation. There are provisions within these Acts for sharing information needed to protect children and enable other people to carry out their legitimate functions.

In the event of a safeguarding concern, a thorough investigation will be conducted, involving relevant authorities as necessary, while ensuring confidentiality and sensitivity.

9. COMMUNICATION

Study Nook 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 client agree to receive Study Nook Newsletter and Communication, in accordance with the Unsolicited Electronic Messages Act 2007.

10. COPYRIGHT

All materials Study Nook creates in-house are copyright, and provided to the student specifically as an educational aid. You, the client agree that you will not publish or distribute any portion of any materials without prior written permission from the Director of Study Nook, Dani Archer.

By instructing The Study Nook Limited, the client signifies the client's acceptance of The Study Nooks Limited's terms and conditions as set out within this agreement.