

## Uplift Education Agreement to Terms and Conditions

The terms and conditions outlined in this document must be agreed to by parents and guardians before enrolment at Uplift Education. It is assumed that all parents and guardians of enrolled students have read and agreed to the terms and conditions of Uplift Education.

These terms and conditions

- constitute a legally binding agreement between the parent & student ('you') and Uplift Education ('we', 'us' or 'our');
- are intended to cover the enrolment of your child at Uplift Education as well as the use of our educational learning materials, resources and online learning platform(s).

If you do not agree with the terms and conditions specified in this document, **you should not enrol at Uplift Education**. Should you breach or violate our Terms and Conditions, Uplift Education reserves the right to terminate your enrolment.

We reserve the right to modify these terms and conditions at any time and for any reasonable reason. We will make you aware of any changes by updating the 'last updated' date of these terms and conditions. You waive any right to receive specific notice of any such change.

### Definitions

"**Uplift Education**" refers to Endeavour Tutoring Pty Ltd (ABN 60 142 941 982)

"**You**" and "**Your**" refers to the student, parents and/or guardians.

"**We**", "**us**" and "**our**" refers to Uplift Education.

## 1. Our Services

Uplift Education provides tuition and academic coaching to students in Years 6 to Year 12 in English, Mathematics, Science and Economics. Our objective is to prepare students for the Higher School Certificate Exam. We provide our services in the form of face-to-face and distance learning (online through our learning platform(s)). We aim to provide our services with the skill, commitment and care.

## 2. Student and Parent Code of Conduct

All students and parents are expected to exhibit conduct that is appropriate and mature. Uplift Education as a zero-tolerance policy for anti-social, inappropriate behaviour from both students and parents. Conversations between students, parents and any staff at Uplift must be cordial and outcome orientated with a focus on the best interests of the students.

Uplift Education is committed to offering a supportive and nurturing academic environment. Students are expected to:

1. Respect all staff and students.
2. Follow all reasonable rules and directions.
3. Attend all lessons and be on time for class with appropriate learning materials and stationery.
4. Complete homework on a weekly basis.
5. Respect Uplift Education property, equipment and facilities.
6. Not engage in any form of anti-social behaviour including bullying, discrimination, intimidation and violence. Students are prohibited from bringing weapons, illegal drugs, alcohol and tobacco (including vape kids and e-cigarettes) onto campus.

Uplift Education has a Zero Tolerance Policy in place to value our staff and members of the public. Anyone found to have verbally abused members of staff in person or over the phone will receive a written letter advising the behaviour is not tolerated. Any future incidents will result in termination of the student's position at Uplift Education with no refund provided.

At Uplift Education we do not tolerate aggressive, abusive or violent behaviour to members of staff and members of the public under any circumstance.

## 3. Mode of Study

Uplift Education offers two modes of learning: face-to-face and online. Both modes of study will have access to our online learning platform(s) for live lessons and lesson recordings. All lesson recordings will be available for **10 days** after the conclusion of the lesson. It is your responsibility to stay up to date with lessons and lesson recordings. If the lesson recording expires, **it is not the responsibility of Uplift Education to retrieve the lesson recordings for you.**

Please note the following important conditions that apply to each mode of study:

### i. Face-to-Face

Face-to-face lessons are conducted on campus. Due to limited classroom capacity, enrolment in this mode secures a reserved seat for the student in each lesson, regardless of actual physical attendance. All face-to-face students also receive full access to the online platform, which includes live-streamed lessons and recordings available for 10 days after the lesson.

If a student is unable to attend their face-to-face lesson, the student will be able to join online through our learning platform(s). If the student is unable to do this, a lesson recording will be available for **10 days** from the conclusion of the lesson. **No lesson credit or refund will be provided for lessons that are missed due to the availability of lesson recordings and digital learning materials.** Face-to-face students will

receive a physical copy of the class notes and are to submit their homework to their class teacher on a weekly basis.

### Important Note About Face-to-Face vs Online Fees

The face-to-face fee applies in full for students who have elected this mode, even if they choose to attend some or most of their lessons online.

*For example: If a student enrolled under the face-to-face option attends 3 lessons in person and 7 online, the face-to-face fee still applies. This is because a physical seat has been reserved for them, which impacts our overall capacity.*

#### ii. Online

Online students participate in their lessons exclusively through our learning platform(s). All online lessons are hybrid lessons, this means that students who join online will be tuning into lessons that are also being taught face to face. Lesson recordings will be provided for students who attend online and will be available for **10 days** from the conclusion of the lesson. Students who are absent from their live online lesson are expected to catch up on lesson recordings within a this period.

Please note that students enrolled in the online mode do not have a reserved seat in any physical classroom and must remain online for the duration of their enrolment unless a face-to-face spot becomes available and a formal mode change is requested.

### Changing Modes

Students and parents must contact Uplift Education directly to request a change in enrolment mode. Changes are not automatic and are subject to availability. If face-to-face spots are full, students will remain enrolled as online learners until space becomes available.

Please note that fee structures differ between face-to-face and online enrolment:

- If a student moves from **online to face-to-face**, any difference in fees will need to be settled before the change takes effect.
- If a student moves **from face-to-face to online**, a credit note will be issued and applied to the student's next invoice.

All mode change requests must be approved by Uplift Education administration and will not be backdated.

## 4. Intellectual Property

All resources and materials distributed by Uplift Education are owed and licensed by us. This prohibits you from copying, printing, uploading, selling and distributing any of our resources and materials to any third parties. This includes sharing your online classroom login credentials.

Uplift Education resources and material include, but are not limited to: class resources, theory notes, exam papers and solutions, course programs, term booklets. This applies to both physically distributed resources and materials along with digital resources and materials posted to our online classroom portal.

These rights are non-transferrable and you must respect our Intellectual Property. The following will be considered as a breach of our Intellectual Property rights:

1. Any form of altering and modifying of Uplift Education materials and resources (including, but is not limited to: removing Uplift Education logo, watermarks, header and footers); or
2. Creating unoriginal work from Uplift Education (including, but is not limited to: producing unoriginal work with an Uplift Education logo, watermarks, header and footers); or
3. Uploading and sharing Uplift Education resources and materials to a public domain; or

4. Copying and distributing Uplift Education resources and materials with the intent to sell or share; or
5. Using Uplift Education resources or material to mentor members outside of Uplift Education; or
6. Sharing online classroom portal content including online tutorial videos and content posted to any members outside of Uplift Education

## 5. Enrolment Policy

When enrolling at Uplift Education you are required to read and familiarise yourself with the Term and Conditions of Enrolment before settling your first invoice.

The Terms and Conditions will be made available in your onboarding process, you are also able to request a physical copy at reception or view these terms and conditions. **Payment of your invoice indicates acceptance of our terms and conditions.**

### i. Uplift Education Term Dates

Uplift Education operates on a flexible enrolment system, this means that students can enrol at any time within the calendar year. Our classes operate on a 48-week academic calendar year. Classes run continuously throughout NSW school term holidays.

We do not follow NSW's School Term Calendar, from the date your child enrolls they will be issued an invoice for their next 10-lessons, this is regardless of whether they commence at the beginning or middle of the NSW School Term Calendar.

The only scheduled closures are

- The Easter Long Weekend
- The annual end-of-year closure from mid-December to mid-January.

In the event that a class is cancelled by Uplift Education, prepaid lessons will be frozen and carried forward. No lesson will be deducted. The due date of the next invoice will be adjusted accordingly.

### ii. Attending your first free trial lesson

On your first lesson, students will proceed to our reception desk where our Administrative Staff will explain enrolment procedure details with the student and parent and process any enrolment details required before showing students to their designated class.

In the event the student does not proceed with formal enrolment at the conclusion of their free trial lesson, the student will not be eligible for another free trial lesson for that subject within a 12-month period. Students re-joining the subject will be issued a full 10-lesson invoice upon commencement should that fall within the 12-month period.

### iii. After your free trial lesson

After your free trial lesson, our Administrative Staff will contact you to see how your trial session went and if you wish to continue with your enrolment. Should you wish to continue, you will be issued a 10-lesson invoice to be settled prior to your next class, if payment is not finalised prior to your next lesson the student will be unable to join us. Uplift Education does not offer any refunds or credits on fees paid under any circumstances.

### iv. Commencing your enrolment

At Uplift Education should a student commence their enrolment mid-way through a topic, it is the student's responsibility to catch-up on previous content or topics. Uplift Education may provide materials for the currently topic only and no materials and resource prior to the student's enrolment will be provided.

In the event students wish to receive previous materials and resources, please speak to our Administrative Staff to purchase prior booklets and resources. The pricing will be dependent on the quantity of content for the topic.

## 6. Payment Policy

### i. Payment Methods

Uplift Education invoices can be settled with the following methods:

- Online, an invoice link is provided for each individual invoice
- Cash at reception
- EFTPOS (Visa & Mastercard only)
- Card Payment Over the Phone (Visa & Mastercard only)
- Netbank Transfer

### ii. Payment Periods

Uplift Education operates strictly on 10-lesson payment blocks from the commencement of the student's enrolment. Payments are to be made by the invoice due date, any payment made after risks the student's enrolment being delayed.

As we have a flexible enrolment system your 10-lesson payment block may begin from any week during the NSW School Term (dependant on when the student commences their enrolment). Payments are only to be made in 10-lesson blocks, we do not accept split or partial payments.

A student's enrolment is confirmed only upon full settlement of the issued invoice.

### iii. Invoices

Invoices for students are generated and issued to your email 2-3 weeks before the due date. The invoice will include the subject the student is enrolled in, the invoice due date and the amount payable.

Should you decide to discontinue from the subject, you must notify our Accounts Team via email ([accounts@uplifteducation.edu.au](mailto:accounts@uplifteducation.edu.au)) before the end of your payment period. Any lessons attended after your payment period has ended will be billed to you separately.

It is the parent's responsibility to ensure student's fees are up to date, **Uplift Education reserved the right to refuse service to students who have outstanding tuition fees.**

## 7. Student Absences

### i. Missed Lessons

No absence credit or refunds will be provided to a student who has missed a lesson for any reason. All lesson recordings along with content materials and resources are made available to all students through our online classroom portal for 10 days. Students are expected to catch-up on the lesson missed and attempt allocated homework within this 10-day period. It is the student's responsibility to ensure they have done so before the content expires.

### ii. Domestic/ International Travel

In the event the student is absent due to travel reasons they must notify Administrative Staff. Uplift Education can provide the students the lesson recordings and content materials and resources with an extension on the content expiry date and lesson credits will be deducted as per normal.

To request a temporary freeze of tuition fees during the travel period, a valid travel itinerary must be submitted via email to [liverpool@uplifteducation.edu.au](mailto:liverpool@uplifteducation.edu.au). The itinerary must clearly display the student's name and confirmed travel departure and return dates. During this time students will be unable to access their class materials.

Failure to provide a valid travel itinerary prior to the absence may result in continued deduction of lessons from the student's prepaid lesson block. Uplift Education reserves the right to decline fee freeze requests where sufficient documentation is not provided.

### iii. **Absent during NSW School Term Holidays**

Uplift Education runs classes throughout the entire calendar for the exception of the Easter Long Weekend and 4 weeks from mid-December to mid-January for the Summer Holiday.

Classes will be operating as per normal during the NSW School Term Holidays, should parents wish to take a break during these 2-weeks. There will be no credit or refunds provided, students will have access to the class recording and all class resources and materials required for their learning. A lesson recording will be available for 10 days from the conclusion of the lesson, it will be the student's responsibility to catch up on the content prior to the expiration date.

### iv. **Regular Attendance**

Regular attendance is essential for students to achieve their full potential. At Uplift Education attendance is recorded for both face-to-face and online students as proof to parents of frequent absences.

In the event a student is absent for two (2) consecutive lessons without prior notice to Administrative Staff or classroom mentor a phone call with the parent will be given to seek reason for absence. In the event we are unable to reach the parent an SMS will be sent home with the expectation the parents will return our call to discuss their child's attendance.

At Uplift Education, we impose a strict guideline of regular attendance from students. If we do not hear back from parents regarding the student's absence within 48 hours, the student will risk losing their position in the class where no credit or refund will be provided.

## **8. Class Schedules and Cancellations**

Uplift Education classes operate on a fixed weekly schedule across a 48-week academic calendar year. Should any classes be cancelled by Uplift Education, there will be no lesson deduction for that week from a student's prepaid fees. Our centre will inform you should a make-up class be arranged for the students.

### i. **Class Cancellation**

Should a class be cancelled or rescheduled by Uplift Education for operational reasons, students and parents will be notified in advance via email, SMS or other official communication channels. In such circumstances, prepaid lessons will not be deducted, and the applicable lesson will either be rescheduled or the student's payment period extended accordingly.

Classes will continue to operate as scheduled during religious observances, cultural events, public holidays (except Easter) and NSW school holiday periods. Uplift Education does not adjust, reschedule, freeze or provide alternative class times due to religious observances or personal commitments.

### ii. **Class Schedule**

If a student is unable to attend a scheduled lesson for any reason, the student will be directed to our online learning platform where a lesson recording and all relevant learning materials will be made available for 10-days from the conclusion of the lesson. No credits, refunds, make-up lessons or fee reductions will be provided for absences under any circumstances. It is the responsibility of the student to access the lesson recording and complete all required learning prior to the expiration of the 10-day access period. Uplift Education is not responsible for retrieving expired recordings.

## 9. Refund Policy

At Uplift Education payment indicates acceptance of our terms and conditions until the payment period finishes. We do not offer credit or refunds for change of mind.

### iii. Opting Out

Should a student choose to opt out of their enrolment, we strongly recommend doing so at the end of your payment period.

In the case that the student is opting out for extraordinary circumstances, the situation will be assessed by the Director(s) of Uplift Education at their discretion.

Opting out due to scheduling conflict such as sporting commitments/ new personal commitments or schedule changes will not be considered as a reasonable excuse.

### iv. Discontinuing a Subject

Should a student decide to discontinue a subject, no credit or refunds will be provided. We recommend that you notify our Administrative Staff and attend until the final lesson of your payment period. Should you wish to stop attending you will forfeit the remainder of your prepaid fees.

## 10. Resources

All Uplift Education resources and materials including but not limited to class resources, theory notes, exam papers and solutions, course programs, term booklets. This applies to both physically distributed resources and materials along with resources and materials posted to our online classroom portal.

All enrolled students will receive resources and materials during their enrolment only, students will not be eligible to request resources and materials for the previous or past topics covered prior to their enrolment.

## 11. Homework

Homework is set on a weekly basis by the class teacher, the homework is set to ensure that students consolidate the content covered during the lesson. Homework is expected to be submitted for marking and feedback by the student's next lesson.

Homework will be marked within 5-7 days and feedback will be relayed to students.

## 12. Student Progress

Students at Uplift Education are monitored by their class teacher through weekly homework submissions, class participation, quizzes, and topic exams.

Uplift Education does not provide termly report cards, however, parent's may request a student progress report via email or phone call from their child's mentor. A progress report will relay to the parent general feedback of the student's progression, their strengths, weaknesses, and recommendations from their mentors for improvement.

In the event the student's performance in class is poor or the teacher deems the student's effort during class is lacking. Parents will be notified of this situation by the class teacher.

## 13. Communicating with Mentors

All Uplift Education students can communicate with their mentors via our online classroom platform outside of classroom hours. Given this is outside classroom hours mentors will aim to respond to your child within a reasonable time frame.

Alternatively, students will be able to clarify any class content queries during class time when questions and queries are addressed.

#### **14. Photography**

Occasionally, photography and videography may be collected and used by Uplift Education for marketing purposes.

Photography and videography collected by Uplift Education may include your child from time to time. Should you wish for your child to opt out please inform our Administrative Staff so that we are able to update the student's profile with their preference.

If Uplift Education has used or published content with your child present and you do not consent use, please notify our Administrative Staff so the content can be removed.

UPLIFT EDUCATION