



NGO AND SONS ACADEMIC COACHING IMPORTANT TERMS AND CONDITIONS

Agreement to Terms

The following terms and conditions must be read, understood and agreed to by parents before accepting an offer of enrolment at Ngo and Sons Academic Coaching. Should the position at Ngo and Sons Academic Coaching be accepted, it is assumed that you have read and agreed to the terms and conditions and policies of Ngo and Sons Academic Coaching.

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Ngo and Sons Academic Coaching ("we," "us" or "our"), concerning your enrolment to Ngo and Sons Academic Coaching as well as use of our materials, resources and online platform (Zoom and Teachable).

If you do not agree with all of these Terms and Conditions, then you are to not accept an offer to Ngo and Sons Academic Coaching. Should you breach or violate our Terms and Conditions, Ngo and Sons Academic Coaching reserves the right to terminate your position immediately.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms and Conditions, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued enrolment after the date such revised Terms and Conditions are posted.

Definitions

"**Ngo and Sons**" and "**Ngo and Sons Academic Coaching**" refers to Ngo and Sons Pty Ltd (ABN 84 120 955 428) and DTA Education Pty Ltd (ABN 83 161 356 609).

"**You**" and "**Your**" refers to the student, parent/s or guardian/s

"**Student**" includes the child or children enrolled at Ngo and Sons Academic Coaching.

"We," "us" or "our" refers to Ngo and Sons Academic Coaching

Our Services

We provide learning and tuition services for students in Year 6 to Year 12 across a range of subjects with the focus of preparing students for Higher School Certificate. From Term 5, 2020, Ngo and Sons Academic Coaching will provide tuition services in the form of face-to-face or online learning study mode.

The services we provide to you under the Agreement will be tailored to your selected subjects, this is detailed in your Enrolment Agreement. We will provide the Services to you using due skill and care.

Each program has different conditions, such as those relating to tuition fees, tutorial privileges, subject selection, program inclusions and minimum enrolment commitments. If you change your enrolment during the Service Period, you may be required to pay additional fees.

Your Obligation

You are expected to exhibit good behaviour and not to act in an anti-social or disruptive manner. If inappropriate behaviour persists, whether it be by student or parent/guardian, Ngo and Sons Academic Coaching may terminate the student's position at the centre. You must abide by the conditions of your enrolment in all your behaviours in classes and online program and we reserve the right to cancel your enrolment should this be breached.

Mode of Study

Ngo and Sons Academic Coaching will offer two modes of study: face-to-face or online learning. Both modes of study will have access to Zoom for live lessons and our Online Teachable platform where the lesson's recording will be uploaded. All lesson recordings will be available for two (2) weeks before it is taken down. It is your responsibility to stay up to date with the recordings and lessons.

Below is how each mode of study is structured.

A. Face-to-face Mode of Study

Our face-to-face study mode means that you are enrolled on campus and will attend our lessons at our designated campus. A position for our face-to-face class will be dependent on room availability. All students who choose face-to-face mode will also get access to the online platform including Zoom and Teachable. Should a student miss out on a lesson, they will be able to join the lesson via Zoom live or watch the recording of the lesson. No absences or credit will be provided for missed lesson(s). You will receive printable handouts of our materials and you are to submit homework to your class teacher to be marked.

B. Online Learning Mode of Study

For students who choose to enrol via online learning, you will have access to the lessons live via Zoom as well as the lecture recordings to re-watch via our online Teachable platform. It is the responsibility of the student to watch and catch-up on the lessons before the video recordings are removed. Homework submissions will be via e-mail and handouts will be uploaded onto Teachable for students to access. Student will be able to receive a hard copy of the handout by visiting one of our branches. We will not mail out handouts to students.

Each term, you will get to choose which mode of study you would like for the new term. However, face-to-face availability is dependent on room availability; hence a first come first serve basis will apply. Should no positions be available, you will be placed on a waiting list for our face-to-face class and have the option to study online. Students who have requested for a face-to-face class position and continue online learning with us will be given priority over students who are currently not enrolled.

Once you have selected your mode of study, you are to commit to this mode of study for the remainder of the term unless agreed otherwise. Should you change mode of study, an additional fee may be incurred.

Intellectual Property

All resources and materials provided by Ngo and Sons Academic Coaching is owned and licensed by us and is protected by Australian laws. You are prohibited from copying, printing, uploading, selling or disclosing any of our materials and resources to a third party. This includes sharing of accounts to our online platform. Ngo and Sons' resources and materials includes, but is not limited to, written theory notes, exam questions, papers and solutions, homework resources and homework solutions, course notes and programs as well as our online learning platform. Ngo and Sons Academic Coaching owns the Intellectual Property rights in these materials including but not limited to copyright.

These rights are non-transferrable and you must not breach our Intellectual Property rights by:

- (i) Altering and modifying any of Ngo and Sons Academic Coaching material; or
- (ii) Creating unoriginal works from Ngo and Sons Academic Coaching material; or
- (iii) Placing or uploading Ngo and Sons material in a public domain; or
- (iv) Using Ngo and Sons Academic Coaching's material for commercial purposes; or
- (v) Copying Ngo and Sons Academic Coaching material with the intent to sell or share; or
- (vi) Using the materials to teach or tutor another student outside of Ngo and Sons Academic Coaching.
- (vii) Sharing of materials or resources including online videos with others who are not enrolled with Ngo and Sons.

It is your responsibility to maintain the confidentiality of any log-in credentials provided by Ngo and Sons Academic Coaching to access our online platform. You agree that you will notify us if you suspect any suspicious or unauthorised use of your account.

Student and Parent Conduct Zero Tolerance Policy

At Ngo and Sons, we value our staff members as well as members of the general public. Ngo and Sons' Zero Tolerance Policy has been put in place to protect members of our staff and students. Our staff members come to work with the purpose of caring and educating students in a safe environment. No member of staff should be subjected to violent, threatening or abusive behaviour.

Anyone found to have verbally abused members of staff or students either in person or over the phone will be sent a letter by our Centre Manager advising that that this behaviour will not be tolerated. Any future violation to this policy will result in the immediate termination of a student's position at Ngo and Sons Academic Coaching. There will be no appeal process.

Ngo and Sons does not tolerate aggressive, abusive or violent behaviours to members of our staff, students and members of the public under any circumstance.

1 STUDENT CODE OF CONDUCT

Ngo and Sons is committed to providing a supportive and safe learning environment for all students. For this reason, all students are expected to:

- (i) Respect other students, teachers and all Ngo and Sons staff
- (ii) Follow all Ngo and Sons classroom rules and directions made by Ngo and Sons staff members
- (iii) Attend all Ngo and Sons lessons and arrive on time for class. Student should be prepared every lesson and complete all set homework on a weekly basis. If a student is absent for a lesson(s), students are expected to catch-up on the content missed and attempt the homework for that week.
- (iv) Respect all Ngo and Sons premises and property.
- (v) Not engage in bullying, intimidation, discrimination or violent behaviour towards anyone at Ngo and Sons. Students are also prohibited from bringing weapons, illegal drugs, alcohol and tobacco onto Ngo and Sons premises.

Ngo and Sons has a zero-tolerance policy towards behaviour that is damaging to self and others. Ngo and Sons strives to maintain high quality teaching and learning in a safe environment.

2 NGO AND SONS ACADEMIC COACHING ENROLMENT POLICY

2.1 Term dates

Ngo and Sons Academic Coaching requires that you read and familiarise yourself with the Terms and Conditions before attending the accepting your position. The Terms and Conditions will be found in your Induction Pack, via e-mail and at reception. It is assumed that you have read and agreed to the Terms and Conditions should you accept our offer.

Ngo and Sons Academic Coaching operates on its own Term Calendar. We do not follow NSW's School Term Calendar. Ngo and Sons have 5 terms with each term being 10-weeks with the exception of Term 5 which is 9 weeks. Below are the Term Dates for Ngo and Sons in 2021:

TERM DATES FOR 2021

Term 1	11/01/2021 - 21/03/2021
Term 2	22/03/2021 – 30/05/2021
Term 3	31/05/2021 – 08/08/2021
Term 4	09/08/2021 - 17/10/2021
Term 5	18/10/2021 – 19/12/2021

Ngo and Sons classes run every week including school holidays as well as public holiday(s). Ngo and Sons will close only on Lunar New Year day and 3 weeks during December for Christmas and New Year and the first week of January or unless stated otherwise. For a full breakdown of Ngo and Son's terms, a 'Ngo and Sons Academic Coaching Calendar 2021' is available which you can access from reception at any of our Ngo and Sons campuses. All new students will receive a copy of the calendar on their first lesson from reception.

2.2 Before First Lesson

On your first lesson, for students who are studying face-to-face, you and/or the student must proceed to reception before the student is permitted to enter their designated class. This is to ensure that the student's profile can be generated and all necessary paperwork can be processed. Administrative staff will also re-explain to you and/or parent(s) and/or student centre policies. You or the student must proceed to reception or the student will not be permitted to enter the class.

For all new students, payment for the term must be made on the first lesson prior to entering class. If no payment is made prior to class, the student will not be permitted into class.

For students studying online, you are required to make full term's payment prior to accessing our online platform. Once payment has been processed, you will be given your Teachable login credentials which will give you access the Zoom link, recordings as well as our homework resources.

Ngo and Sons strongly recommend you to think carefully before paying for the full term as we do not offer refund or credit for change of mind.

2.3 First Lesson

You acknowledge and understand that when the student commences their first lesson, the class may be mid-way through or near the end of a topic. It is the responsibility of the student to catch-up on the topics which have already been covered. Ngo and Sons Academic Coaching may provide materials for the current topic only. **No materials and resources for past topics will be**

provided to new students. To request the current topic's material, student must ensure that they contact their class teacher directly.

Should you wish to receive materials and content of past topic(s), you can go to the administrative team to purchase these topic(s). The purchase of these topic(s) will include the recorded lessons of the topics as well as the handout. The pricing is dependent on how many recordings there for that topic.

3 PAYMENT POLICY

3.1 Payment Methods

Payments can be made at reception via the following payment methods:

- (i) Cash
- (ii) EFTPOS transactions (if paying by credit card, a 0.9% surcharge will apply)
- (iii) Cheque (addressed to Ngo and Sons Pty Ltd for Fairfield and Hurstville Campus or DTA Education Pty Ltd for Parramatta Campus). Dishonoured cheques may incur a \$30 fee.
- (iv) Over the phone payment (a 0.9% surcharge will apply to all payments made over the phone). A receipt will be e-mailed to you.

3.2 Payment Periods

Ngo and Sons Academic Coaching has 5 payment periods which correlates to our Terms as mentioned above. Our payment period are for 10-week blocks (with the exception of Term 5 which is 9 weeks). Payments are to be made before the new term commences. Any payments made after the term has commenced will result in your enrolment into class being delayed.

Our term fees, payment methods and promotions may be amended from time to time at our discretion, however, sufficient notice will be given.

For new students who enrol after Week 1 of the term, your fees will be calculated on a pro-rata basis depending on the number of remaining weeks in the term.

3.3 Invoices

Invoices are generated and given to all students in Week 6 for the new term's payment. Invoices will include the amount due for the new term based on the subject(s) students are currently enrolled in. Should you decide you are discontinuing a subject(s) in the new term, you must notify administrative staff who will update your invoice accordingly. Do not make payment until this has been amended. For students who choose to study online, a 10% discount will be applied to the term's total fees.

Invoices should be checked to ensure that the details and the amount on the invoice are correct. Should you believe that an error has occurred on the invoice, you should contact Ngo and Sons administrative staff immediately.

It is the responsibility of the student and parent(s) to request for the invoice should they believe that one has not been provided. Ngo and Sons also offers an e-mailing service which will send the invoice(s) to the preferred e-mail. To arrange for this, please organise with reception.

For new students, an invoice will be generated on the student's first lesson.

Students will not be permitted into class unless their tuition payment is up to date.

4 MISSED LESSON POLICY

4.1 Missed Lesson(s)

No absence credit or refund will be provided to student who miss lesson(s) for any reasons. All lessons from Ngo and Sons Academic Coaching are recorded and uploaded on our online platform and available for two (2) weeks from the date it is uploaded. Students will be able to catch-up and re-watch the lesson multiple times within the two (2) week period. It is the responsibility of the student to catch-up on the lesson before the video lesson is taken down.

4.2 Missed Lessons due to Domestic/International Travel

In the event that a student is absent due to an overseas trip(s), you are to notify reception with your itinerary with proof. Ngo and Sons will not provide credit for lessons missed. Students will be provided the video recordings for these lessons; however, we will give student sufficient time to watch these recordings to catch up. You are to fill out a "Missed Lesson(s) Due to Travel" form with the dates and details of your travel. Our administrative team will work around an arrangement for you to catch-up on these lessons.

For example, Student A is travelling overseas for 4-weeks between May-June and will miss 4 lessons. Student A will be required to fill out a "Missed Lesson(s) Due to Travel Form" with the details of travel. Our Ngo and Sons coordinator will work out a schedule to extend the time interval in which the missed lesson video may be watched. In this case, Student A decides that they would like to catch-up on the lessons after they return. Ngo and Sons will organise access to the videos once Student A returns from travel for an agreed time period e.g. 4 weeks to catch-up on these lessons.

5 CREDIT AND REFUND POLICY

Your payment acknowledges the student's commitment to continuing the allocated class, day and time until end of term. We strongly recommend that you think carefully before paying for the full term as we do not offer refunds or credit for change of mind.

5.1 Terminating a Student's Position

Should a student choose to cease their attendance at the centre, we strongly recommend students do so at the end of the term. You are to notify administrative staff in Week 9 or Week 10 of the current term. It is assumed that students continuing into the new term have shown their commitment to finishing off the term at Ngo and Sons.

In the case that a student ceases their tuition for extraordinary circumstances, the situation with regards to refunds will be assessed at the discretion of the Directors of Ngo and Sons Academic Coaching. Terminating a position due to scheduling conflict such as sporting commitments or changing tuition will not be considered a reasonable excuse.

5.2 Discontinuing a Subject(s)

If a student chooses to discontinue a subject(s), no credit or refund will be provided. Ngo and Sons recommends that if you intend to discontinue a subject(s), you do not make payment for the subject(s) for the new term. Should you discontinue mid-term, you forfeit the remainder of the term's fee.

6 RESOURCES POLICY

Ngo and Sons' resources and materials refers to material copyrighted by Ngo and Sons Academic Coaching including but not limited to written theory notes, exam questions, papers and solutions, homework resources and solutions, course notes and programs.

All students enrolled in our course/s will receive materials and handouts which contains weekly homework at the beginning of each topic or lesson. If a student loses the material during the course of a topic, a replacement will be issued, however, a fee may be applicable.

You and the student will not be eligible to request for materials and resources from past topics that has already been covered. It is the responsibility of the student to catch-up on missed topic(s) and content in their own time.

All Ngo and Sons resources and materials are exclusive to Ngo and Sons students who are enrolled in the course and will not be available for purchase separately.

7 HOMEWORK POLICY

Homework is set on a weekly basis by the class teacher. The homework set is aimed to ensure that students consolidate the concept(s) which has been covered during the lesson, applying the concept(s) taught to harder and more challenging questions and familiarising students to exam style questions, similar to that of school examinations.

Homework is collected during the next lesson and marked and returned in the following class. Homework is marked out of 10 with the focus being on effort and understanding by the student. It is expected that homework be completed with proper working out. The marker will look at not only the answer, but also the working out and method(s) used by the student for each particular question. Like that in school examination, showing working out is extremely important as not only do most mark(s) allocation come from a student's working out, but it also shows how well a student has understood and applied the concept(s) taught.

At Ngo and Sons, we believe it is extremely important that homework is completed every week as it allows for teachers to monitor a student's understanding and progress. For this reason, as a Ngo and Sons student, it is expected that the following protocols are followed:

- (i) Homework set by the class teacher is to be completed and handed in every week
- (ii) Incomplete or unsatisfactory homework will receive a fail homework letter. 3 incomplete or unsatisfactory homework in 1 term will result in a student's position at the centre be reviewed or terminated.
- (iii) If a teacher feels a student's homework is poor or inconsistent, class teachers may advise a student to move to a lower stream.

Tutorials, where possible, will be provided as part of homework help. These services are free of charge but not guaranteed. The tutorials are for the purpose of students asking homework questions set from Ngo and Sons. Teachers will not give extra help outside of teaching time. For our tutorials, it is the student's responsibility to attend their assigned tutorial class.

Ngo and Sons will never penalise a student for not understanding or being unable to do a question(s); we penalise for incomplete or poor effort in homework. Students have every opportunity to ask for help with homework so by the time homework is to be collected, all questions should have been attempted and completed.

8 TOPIC TEST

At the end of every topic, students will sit a topic test which will assess the student's understanding and also help teachers monitor how the student is progressing. Each topic test has basic, harder and challenging questions which will test the student's ability. It is expected that

- (i) All students sit the topic exam as it allows students to practice doing questions under exam conditions
- (ii) Student who are absent on the week of exam are expected to arrange with the class teacher an alternative day to come in to sit the exam before the next class
- (iii) If a student does not sit the exam within the week, the student will receive an automatic zero for the test
- (iv) If a student performs poorly in the topic exam, parents will be notified. If the student continues to perform poorly in upcoming exam(s), the student will be moved to a lower stream

The topic test will get marked and returned to students within 2 weeks after all students have sat the exam. Teachers will go through solutions for the exam in class.

9 STUDENT PROGRESS

A student's progress is monitored by the class teacher through weekly homework, class quizzes and topic exams. All marks are recorded and stored. Student marks will be e-mailed to parents at regular intervals.

At Ngo and Sons, report cards and progress reports are not provided. Ngo and Sons believes that a reporting system does not provide a true reflection of how a student is progressing. However, if the student is performing poorly or the teacher deems a student's effort lacking, parents/guardians will be contacted and notified of the situation.

If a parent wishes to receive updates on a student's progress, Ngo and Sons recommends parents/guardians communicate directly with the class teacher. The class teacher will provide a more detailed and constructive feedback with regards to a student's progress, focusing on not only the student's mark but also the student's behaviour in class. Parents are to speak to reception to organise a time to meet with the class teacher. The meeting will take place before or after a student's class if time permits.

10 STUDENT DECLARATION AND PERSONAL INFORMATION

10.1 Student Declaration

You acknowledge that at the time of the student's enrolment, the information provided to Ngo and Sons is true and correct to the best of your knowledge. You understand that misleading or incorrect information may lead to refusal of acceptance or cancellation of student's enrolment.

10.2 Use and Disclosure of Personal Information

Personal information that Ngo and Sons may collect includes student name, date of birth, grade, school, contact number(s) and e-mails address. Personal detail(s) of the student at time of enrolment may be used at Ngo and Sons for a variety of purposes, including but not limited to:

- (i) Internal record keeping
- (ii) Contacting and communicating to parents and student

- (iii) Market research and business development such as student surveys
- (iv) Ngo and Sons promotions and marketing information

Ngo and Sons will not disclose personal information of student and parent unless:

- (i) Required by the law
- (ii) Authorised by the law
- (iii) Parent/carer have consented to disclosing personal information

11 PHOTOGRAPHY AND FILMING

From time to time, photography, filming, digital images or audio may be collected and used by Ngo and Sons for a variety of purposes, including but not limited to:

- (i) Ngo and Sons website
- (ii) Marketing Purposes (e.g. pamphlets, posters)
- (iii) Social Media Platform (e.g. Facebook)
- (iv) Newsletter
- (v) Communication Platforms (e.g. e-mail)

Photography, filming, digital images or audio recordings may be collected at Ngo and Sons premises and/or during Ngo and Sons functions by one of Ngo and Sons representative(s). From time to time, these images or recordings may include your child. Should you or your child not permit the use of the image or audio, please advise our Ngo and Sons representatives and we will ensure that it is not used. In the case that Ngo and Sons has used or published photography, filming, digital images or audio recordings of your child and you do not consent to the use, please notify a Ngo and Sons representative and it will be removed immediately.

Updated as of November 2020