

Shichida Australia Pty Ltd (SAPL) Policy Statement



Terms and Conditions:

1. Personal Information

SAPL will protect the personal information we collect about you and your children by maintaining physical, electronic, and procedural safeguards. We will not disclose any of the above information that we collect to affiliates or third parties without your consent.

You will notify SAPL of any changes to your information provided on the enrolment form.

You give permission to SAPL to use the email address provided to contact you regarding account issues and updates with service newsletters and information.

2. Offer of Placement

To secure a placement in class students are required to enroll in a minimum of:

- 70% of weekday classes per term
- 90% Saturday classes per term

3. Payment

You understand the automatic payment plan with SAPL.

All enrolments on the auto payment plan will receive 5% discount with 90% attendance per term.

You understand that only informing a SAPL staff member of the intent to register without complete registration and program fee payment will not hold a student's placement. Full payment must be received at the time of registration. Commencement of classes is upon payment of classes.

You understand the SAPL fee schedule and agree to pay all fees incurred. You agree to pay any relevant additional charges including, but not limited to, late fees and price increases.

For re-enrolment each term, SAPL will send an email to notify all customers 2 weeks prior to the date of debit. Payment for the following term will be processed between week 5 and week 7 of each term. It is your responsibility to check your email about payment schedule.

It is your responsibility to make sure that there are sufficient funds in your account on the due date. Should your payment be dishonoured, the amount remains due and payable. In addition, an administrative fee of \$20.00 will be charged for the failed or late payment. If payment has failed after 3 attempts, the system will release the student's spot and it will be offered to those on the waitlist.

You will inform SAPL of any payment detail changes 7 days in advance prior to each deduction.

4. Parents/Guardians

We are only able to accommodate one parent or guardian per child in attendance. SAPL does not assume any responsibility for the well-being and safety of minors who are left unaccompanied by a parent/guardian on all Centre premises. If a parent or guardian leaves the Centre premises they must fill out the Indemnity form.

5. Suspension of Students

SAPL reserves the right to suspend students/families for non-payment of tuition or inappropriate conduct. We expect all students, parents and teachers to treat each other with respect and consideration.

6. Siblings

To ensure that SAPL offers the best educational environment for all families, siblings under 2-years-old in attendance is granted, provided that there is minimal disruption to the class. Instructors reserve the right to request parents remove siblings if a disruption occurs.

Siblings above 2-years-old or multiple siblings are not allowed to attend class.

7. Cancellation of Instruction/Change of instructor

SAPL reserves the right to withdraw any course or level of instruction, or to change an instructor for any lesson at any time without notice or liability.

For any classes in Mandarin/Japanese, in the event of absence of instructor due to illness or personal emergencies, the class may be conducted in English.

In the event of absence of instructor due to illness or personal emergencies replacement classes will be offered and no refund or credit will be offered

8. Absences

There can only be a **maximum** of 2 replacement classes per student in any one term.

All absences (for both usual classes and replacement classes) are to be reported **prior to the commencement of class**. If absence is reported late or a 3rd replacement class is to be rescheduled a medical certificate is required.

In the event that you have reported an absence and circumstances have changed and you are able to attend class, the class is subject to availability.

All replacement classes must be attended within the term in addition to the student's regular scheduled class.

Replacement classes are subject to availability and **no refund or credit** will be given in the event that you cannot attend the times offered. Booked replacement classes may also be rescheduled by SAPL in the event that the replacement class is taken by another student permanently. Customers will be contacted in advance with alternate replacement class times.

There is **no refund or credit** given for classes missed.

Reporting of absence can be done via email (absence@shichida.com.au) or by contacting us via telephone.

There will be no rescheduling in the event that:

- You do not report your absence within the stipulated time.
- You do not attend the replacement class scheduled.
- You do not book in within the stipulated time.

You agree to inform SAPL of any absence as soon as possible.

You agree to keep your child from attending the Program should they be suffering from any infectious or contagious diseases. SAPL reserves the right to deny entry to any student arriving at the Centre with demonstrated symptoms.

Exceptional circumstances such as lessons missed following the closure of school due to an event outside Shichida Australia Pty Ltd control (e.g. Pandemic, flooding etc.) will not be made up for or refunded.

9. Withdrawal from classes

The Centre manager must be notified in writing of your intention to withdraw. A minimum notice period of 4 weeks must be given prior to the next payment date, if that payment is to be stopped. Otherwise, the next term fee will be deducted in full and a cancellation fee of \$20.00 will apply. A departure form is to be completed and handed into admin.

10. Price increases

4 weeks notice will be given in writing of any price increases. The new fee will not be debited by SAPL until 4 weeks notice has been given.

11. Photos and Videos

No photos/videos can be taken during class. In the event that SAPL is made aware of this breach of conduct, SAPL reserves the right to expel the student/family. No technology is to be used in class by the parent or guardian, this includes smart watches.

12. Intellectual Property

The work and materials that we provide to you in carrying out the Services contains material which is owned by or licensed to us and is protected by Australian and international laws (Materials). We own the Intellectual Property rights in the Materials including but not limited to copyright which subsists in all creative and literary works incorporated into our Materials.

You agree that, as between you and us, we own all Intellectual Property rights to our Materials, and that nothing in these Terms constitutes a transfer of any Intellectual Property rights in our Materials, except as stated in these Terms or with our written permission.

Your use of our Materials does not grant you a license, or act as a right to use any Intellectual Property in the Materials, whether registered or unregistered, except as stated in these Terms or with our written permission.

You must not breach our Intellectual Property rights by, including but not limited to:

- (a) altering or modifying any of the Materials
- (b) creating derivative works from the Materials
- (c) using our Materials for commercial purposes such as on sale to third parties.

This clause will survive the termination of these Terms.

13. Changes to conditions

The above terms and conditions may be changed at the discretion of management.