

## Client Agreement

Between: **HSC CoWorks** (ABN) 88108410091 (“HSC CoWorks”) and the “Client” (who is legal guardian for the “Student”) and the Student.

### 1. Engagement

- (a) The parties wish to record an Agreement between them.
- (b) HSC CoWorks is engaged in the business of providing coaching and marking related to various HSC subjects (“Coaching”).
- (c) Client and Student wish to engage coaching and marking related to various HSC subjects (“Independent Learning”).

### 2. Fees

- (a) Client shall pay HSC CoWorks the fee as outlined in the E-Brochure for the agreed package.
- (b) Student shall not be enrolled and coaching shall not commence until payment has been set up by HSC CoWorks.
- (c) HSC CoWorks currently uses Braintree (a division of PayPal) as its electronic payment provider for its payment facility (“Payment Facility”). When you use the Payment Facility, you agree to abide by Braintree’s Terms of Use. Any transaction fees charged by Braintree are payable by HSC CoWorks and will automatically be deducted by Braintree from the payment they receive.
- (e) Payments shall be made by the following methods:
  - (i) Monthly Direct Debit – By choosing this option you authorise HCS CoWorks and its Payment Facility to debit the applicable monthly tuition fees from your nominated Bank Account or Credit Card as and when they falls due.
  - (ii) Full Payment at the time of the enrolment via our Payment Facility.
- (d) Packages may be changed to upgrade or downgrade the service at any time, due to start at the beginning of the next due payment.

**3. Late Payments:** If a Direct Debit payment is unsuccessful after the second attempt (usually 2-3 days later), the payment will be due immediately by another means or the Student will not be able to continue attendance until full payment is made.

**4. Commencement of the Coaching session:** The Coaching Sessions that you have enrolled in will commence on the student’s scheduled weekday after enrolment has been finalized and confirmed by HSC CoWorks.

**5. Monitoring of Attendance:** Attendance is monitored and if you have any queries regarding your Student's attendance record please email HSC CoWorks at: [coaching@hscworks.com.au](mailto:coaching@hscworks.com.au)

**6. Late Arrival and Delays:** Any Student who arrives late for or otherwise delays a scheduled coaching session will not receive an extended session for the time lost. Regardless of what time the Student arrived for coaching, the session will end at the regularly scheduled time.

**7. Rescheduling of Sessions:**

(a) Should the Client wish to reschedule a weekly coaching session, for any reason, HSC CoWorks need to be notified before the due session. This session will be rescheduled in the format of a Study Burst session (Sunday).

(b) HSC CoWorks reserves the right to postpone or reschedule a coaching session in the event of extraordinary weather conditions, Coach's unexpected illness, or other health or safety emergencies. Any rescheduled session(s) shall occur as soon as conveniently possible, normally this would be on the following Friday.

**8. Cancellation and Refund**

(a) Should the Student miss more than 7 coaching sessions in a row, without providing HSC CoWorks with sufficient prior notice, this Agreement may be terminated. In the event of such termination, no refund shall be given to Client for any remaining sessions that have already been paid for.

(b) Termination of enrolment for the Premium, Standard or Online Packages:

**Year 12 students** - for Term 1 of Yr 12 (Term 4 of HSC year), Term 2 (Term 1 of the HSC year) and Term 3 (Term 2 of the HSC year), Client may terminate the agreement with 30 days' notice. During this time the Student may continue to use the services that they have enrolled for. There are no cancellations for Year 12 students in Term 4 (Term 3 of the HSC year).

**Year 11 students** - Client may terminate any time with 30 days notice. During this time the Student may continue to use the services that they have enrolled for.

c) Any services that are not used are not transferable.

d) Further to the above, no refunds of payments will be made for:

- (i) any services that are paid for but not used the Student;
- (ii) the Student not achieving any level of HSC improvements; or
- (iii) a change of mind.

**9. Transferability** Weekend study sessions are not transferable between weekends or terms.

**10. Indemnification** Client shall indemnify and hold HSC CoWorks harmless for any HSC results that do not satisfy Client or Student's expectations. HSC CoWorks does not make any guarantees

regarding the level of HSC improvement the Student will achieve. Ultimately, it is the Student's responsibility to invest the time and effort needed to achieve HSC goals.

### **11. Student's Responsibilities**

- (a) The Student will adhere to the coaching schedule set forth at the time of enrolment.
- (b) The Student will make every effort to arrive on time for each scheduled coaching session.
- (c) The Student will come to each coaching session with the appropriate materials.
- (d) The Student will read and make their best effort to complete any materials and work assigned at the last session before arriving at the current session.
- (e) The Student shall participate actively in each coaching session and in the overall HSC CoWorks Coaching Programme.
- (f) The Student shall be courteous and respectful to the Coaches and other students.

### **12. Coaches' Responsibilities**

- (a) Coaches will adhere to the coaching employment terms and conditions.
- (b) Coaches shall bring any necessary forms or assignments to each coaching session.
- (c) Coaches shall provide a supportive and encouraging learning environment.

### **13. Notices**

- (a) Any notice, consent, offer, demand, request or other instrument required or authorised to be given or served upon a party pursuant to this Agreement shall be in English language and in writing and may be given by email, post or handed to that party at its address as appearing in this Agreement or otherwise advised to the other party in writing.
- (b) An instrument given or served in accordance with sub-clause (a) shall be deemed to have been received-
  - (i) in the case of an instrument given or served by email, on the day following the day of dispatch;
  - (ii) in the case of an instrument given or served by post to an address in the same country in which it is posted, on the second day following the day of posting; and
  - (iii) in the case of an instrument given or served by hand, at any time of delivery.

**14. Assignment** The Client and Student may not assign or purport to assign any rights under this Agreement. HSC CoWorks may assign any rights under this Agreement.

## 15. Interpretation

- (a) Words importing the singular include the plural and vice versa and words importing the masculine include the feminine and neuter.
- (b) Any headings are included for convenience and do not affect the interpretation of the Agreement.
- (c) If it is held by a Court of competent jurisdiction that any part of this Agreement is void, voidable, illegal or unenforceable that part shall be severable from and shall not affect the continued operation of the rest of this Agreement

## 16. Waiver

- (a) The waiver by any party of any right or entitlement or to claim in respect of any breach of this Agreement must be in writing signed by the party so waiving. No purported waiver that is not in writing and signed by the waiving party will have any effect whatsoever.
- (b) A waiver will not preclude that waiving party from relying upon any such right or entitlement arising in the future or to claim in respect of any subsequent breach of this Agreement even if that future right, entitlement or subsequent breach is the same as previously waived.

**17. Choice of Law and Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws of New South Wales. Courts of New South Wales shall have exclusive jurisdiction to entertain any action in respect of this Agreement.

**18. Entire Agreement** The terms of this Agreement set out the entire relationship between the parties and supersede all previous negotiations, representations, statements, contracts, Agreements or other relationships between the parties, and shall not be supplemented, modified, or amended except in writing by both parties.

## 19. Student's Medical Conditions

- (a) The Client must inform HSC CoWorks prior to commencement of enrolment if the Student has any Medical Conditions. Where applicable the Client is to also provide HSC CoWorks with the Medical Action Plan as required for the Student's Medical Conditions. If special medical equipment or medication is needed to be carried by the Student, HSC CoWorks must be notified, with supporting doctor's instructions.
- (b) For health and safety reasons, HSC CoWorks reserves its rights to decline a Student's enrolment if it forms the view that its staff members are unable to administer the requirements specified in the Student's Medical Action Plan.

## 20. Student's responsibility while attending the learning session on HSC CoWorks premises

- (a) It is the student's responsibility to take care of, protect his/her own health and safety and to avoid adversely affecting the health, safety and welfare of others while on HSC CoWorks premises.

(b) It is the student's responsibility to observe any (deleted) rules or behavior guidelines set by HSC CoWorks and to observe any lawful direction given by any HSC CoWorks staff member in order to ensure the safety of individuals and the orderly conduct of the learning programs.

(c) If the Student is feeling sick or unwell, she/he is to immediately inform a HSC CoWorks staff member so that contact can be made with the Student's parents and arrangements be made for the Student to be sent home.

(d) A Student must not leave HSC CoWorks premises prior to the end of his/her scheduled coaching session. If the student is required to leave HSC CoWorks premises for whatever reason, she/he must first inform a HSC CoWorks staff member so that appropriate arrangements can be made for the safety and welfare of the Student if they are unwell or a record kept of the reason for their early departure.

## **21. Our responsibility to the Student's health and safety at HSC CoWorks premises**

(a) HSC CoWorks will take reasonable measures to protect the Students from risks of injury that should have been reasonably foreseen.

(b) HSC CoWorks will take reasonable care that any Student on the premises will not be injured by reason of the state of the premises or of things done or omitted to be done in relation to the state of the premises.

(c) The Client/Student acknowledges that in the event the student breaches his/her responsibility under clause 19 above, the Client/Student will not hold HSC CoWorks liable of and will indemnify HSC CoWorks for any loss or injury to the Student and/or the behavior and action of the Student outside the premises.

## **22. Amendments**

(a) This Agreement may be amended or modified by HSC CoWorks in its sole discretion at any time, provided that:

(i) A copy of the amended Agreement is sent to the Client at the Client's nominated address or nominated email; and

(ii) The Client is provided with fourteen days' notice of the proposed changes to the Agreement.

(b) The Client is deemed to have accepted the changes to the Agreement if the Client (or the Student) continues to use HSC CoWorks' service following the expiry of the fourteen (14) days' notice period.

**23. Legal Advice** Each party acknowledges and represents to each other that it has had the opportunity to seek and obtain separate and independent legal advice before entering into this Agreement. If either party has entered this Agreement without first taking legal advice, it has done so at its sole discretion and it will not be entitled to rely on the absence of legal advice as a defence to any breach of the clauses of this Agreement.

## **Acceptance of Offer**

Enrolment at HSC CoWorks will indicate acceptance of our offer and your understanding of the above terms and conditions on which it is based.