

## **Client Agreement**

Between **HSC CoWorks** (ABN 88 108 410 091) “**HSC CoWorks**” and the “**Client**” (parent or legal guardian) on behalf of the “**Student**”. A Client must enter into this agreement on behalf of Students who are under 18 years of age.

### **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.

### **2. Term**

This agreement will take effect from the date of signing the agreement and will remain in force until the end of the Student’s HSC year or until the agreement is terminated in accordance with its terms.

### **3. Fees**

- a. The Client shall pay HSC CoWorks the fee as outlined 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 Westpac Payment Facility. When you use the Payment Facility, you agree to abide by Westpac’s Terms of Use and Privacy Policy. Any transaction fees charged by Westpac are payable by HSC CoWorks and will automatically be deducted by Westpac from the payment they receive.
- d. Payments shall be made by the following methods:
  - i. Monthly or Weekly Direct Debit – By choosing this option you authorise HSC 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.

### **4. Late or Failed Payments.**

If a direct debit payment is unsuccessful after the second attempt (usually 2-3 days later), payment of the Fees will be due immediately by an alternative payment method. Failed payments remain due and payable. Any costs incurred in the processing of your Fees will be passed on to you including administrative fees for late or failed payments.

### **5. Commencement of the Program:**

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.

### **6. Monitoring of Attendance:**

Attendance is monitored and if you have any queries regarding your Student’s attendance

record please email HSC CoWorks at: [coaching@hscCoworks.com.au](mailto:coaching@hscCoworks.com.au)

## **7. 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.

## **8. Rescheduling of Missed Sessions:**

- a. Should the Client miss their scheduled weekday session and notified HSC CoWorks prior to the session, the student will receive their choice of either;
  - i. A bonus 5 marking credits to use for expert feedback on your work, with no expiry date.
  - ii. A session credit to attend a make up Virtual Session, valid for the next 30 days.
- b. Missed weekend sessions do not receive any credits.
- c. HSC CoWorks reserves the right to postpone, reschedule or cancel a coaching session in the event of extraordinary weather conditions, a Coach's unexpected illness, pandemic, other health or safety emergencies or events that are outside the reasonable control of HSC CoWorks.

## **9. Cancellation, Downgrades and Refund**

- a. Year 11 & 12 Clients may terminate the agreement with 30 calendar days' advance notice in writing to HSC CoWorks. During the cancellation period the Student may continue to use the services that they have enrolled for.
- b. Year 9 & 10 Clients may terminate the agreement with 30 calendar days' advance notice or at the end of the NSW School Term (whichever comes first), in writing to HSC CoWorks. During the cancellation period the Student may continue to use the services that they have enrolled for.
- c. **Transferability.** Any Services that are not used are not transferable. Weekend study sessions are not transferable between weekends or terms.
- d. **Downgrades.** Packages may be changed to downgrade the service with 30 days notice.
- e. There are no refunds for missed coaching sessions.
- f. No refunds of Fees will be made for:
  - i. any Services that are paid for but not used by the Student;
  - ii. the Student not achieving any level of HSC improvements; or
  - iii. a change of mind outside of any free trial period.

## **10. Face to Face Program**

- a) Client accepts that supervision of Students only occurs during the Face-to-Face Program when the Student is present with the Coach. Before and after a training session, Client will be solely responsible for Student's safety.
- b) Once a Student arrives at a Face-to-Face program, Student should not leave before dismissal time. Where the Student does leave before the session's scheduled finish time, Client will be solely responsible for Student's safety.
- c) Client and Student accept that HSC CoWorks and Coach accept no risk or responsibility for Students that leave the Face-to-Face Program during the session without permission

or leave for a permitted break (e.g., meal break, toilet break) and do not return to the training session. If a Student is required to leave the Face-to-Face program before dismissal time, Client must notify HSC CoWorks in writing.

- d) Client accepts that HSC CoWorks will at times take photographs or videos of a coaching session for social media purposes and this footage may include partial views of their child.

#### **11. Virtual Program**

- a) The Virtual program may be provided through Zoom-delivered classes and other similar software platforms to support and monitor the appropriate conduct of remote online classes by Coach and Student.
- b) Client and Student consent to Student's name, image and voice being recorded during distance learning instruction and any personally identifiable information shared by the Student during instruction and agree that HSC CoWorks may collect Student's image, voice, name, personal views and opinions and training work.
- c) Students who participate in a Zoom or similar session with their video on or utilise a profile image are consenting to have their video, audio or image recorded (including anything visible in the background).
- d) The use of any video or audio will be for professional purposes only and in the interests of improving professional and ethical standards for the conduct of online classes.

#### **12. Role of HSC CoWorks**

- a) HSC CoWorks approves and assesses the suitability of Coaches.
- b) HSC CoWorks agrees to deliver the Services in a competent, ethical and professional manner seeking at all times to deliver quality and value to the Client and Student.
- c) HSC CoWorks will monitor Coaches to ensure they act in a competent, ethical and professional manner.
- d) HSC CoWorks has the right to refuse or remove Students from any of its programs if they or Client do not adhere to the terms of this agreement, or any other codes of conduct or policies of HSC CoWorks.

#### **13. Role of Client**

- a) Client is solely responsible for the accuracy of the information that is provided to HSC CoWorks and Client accepts that HSC CoWorks does not control, verify or endorse that information. It is the responsibility of Client to inform HSC CoWorks of any change to Client's contact and banking or payment details. In accordance with our Privacy Policy, we are only able to discuss the student's details with the nominated parent/s or guardian/s of the Student.
- b) Client shall:
  - i) pay HSC CoWorks in a timely manner;
  - ii) co-operate with HSC CoWorks in matters relating to the performance of the Services
  - iii) provide in a timely manner such access to Client's information and relevant documentation as is requested by HSC CoWorks in order to fulfill its obligations under this agreement;
  - iv) ensure that information provided to HSC CoWorks is accurate in all material

respects;

- v) ensure that material and instructions if any are provided to HSC CoWorks are clear and adequate; and
  - vi) be responsible (at its own cost) for preparing and providing the relevant information and documentation to HSC CoWorks so that HSC CoWorks can fulfil its obligations under this agreement.
- c) Client warrants that Student will take a full part in the activities of the coaching sessions and will attend these sessions punctually and comply with the rules and policies of HSC CoWorks .
  - d) The Client must direct the Student not to use any hardware or equipment at the venue other than as authorised by the Coach. The Client must pay for the cost of repair or replacement of any damaged hardware or equipment used at the venue without the permission of the Coach.
  - e) The Client will provide assistance and information to the Coach as reasonably required by the Coach in sufficient time to facilitate the execution of its Services.
  - f) The Client will have sole responsibility for ensuring the accuracy of all information provided to the Coach and shall use its reasonable efforts to assist in remedial efforts if so, requested by the Coach. It the Client's responsibility to read relevant communications, information and updates issued via email to the email address provided at the time of enrolment.
  - g) It is the Client's responsibility to collect their Student immediately after their coaching session has finished.

#### **14. 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 13 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.

#### **15. 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 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 and advise of the appropriate arrangements so that we can be assured of the safety and welfare of the Student once they have left the premises.

#### **16. Student's Medical Conditions**

- a) Client warrants that the Student has no medical or other condition that may affect their ability to participate in coaching sessions except as disclosed on the Student's enrolment application.
- b) The Client must inform HSC CoWorks prior to commencement of enrolment if the Student has any medical conditions. The Client must also provide HSC CoWorks with any applicable medical action plan that are required to treat 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.
- c) 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.
- d) In the event of a medical emergency, if Client is unreachable, Client agrees that HSC CoWorks and/or Coach have the right to call for an ambulance service for the Student.

#### **17. 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.

#### **18. 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.

## **19. 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.

## **20. 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

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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 defense 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 is it based.