

USIGN TERMS & CONDITIONS OF TRADE

Note: “in writing” means either text message to the teacher Kelly 0275377779, or email to kelly@usign.co.nz

TUTORIAL PROGRAM/COURSE

The student/parent/guardian agrees that the student shall abide by the terms and conditions contained herein:

GENERAL

- During Usign New Zealand Sign Language (NZSL) class time we “turn our voices off”. We do this because it is the best way to learn NZSL. We ask that all students respect this to enhance their learning experience and the experience of others on the course. During break time, you are encouraged to carry on with your “voice off”, although speaking is acceptable during this time.
- Online tutorials are a minimum of 60 minutes in length, but longer (up to two hours) with in-person tutorials)
- When a student is late, or unable to attend a scheduled tutorial at late notice (less than 12 hours before the tutorial), the student/parent/guardian must immediately notify the tutor directly via text message or email.
- When a student is late to a tutorial or leaves a tutorial early, no refund will be given.
- Students under the age of 12 should be accompanied by a parent or guardian when attending tutorial in person

TUTORIAL REMINDER MESSAGES

- Automated tutorial reminder messages are usually sent to students the day prior to tutorials.
- Arrangements directly with tutors take precedence, and not receiving a reminder does not mean a scheduled tutorial has been cancelled.
- If a student does not receive a reminder message, and they are unsure of whether a scheduled tutorial is going ahead, they should contact their tutor to check. Otherwise they should assume a previously scheduled tutorial is going ahead.

PANDEMIC OR OTHER ALERT LEVELS

- Our terms and conditions continue to apply, including those points relating to cancellation of tutorials.
- Tutorials will continue as usual either in person, if possible, or online, unless you are notified otherwise by the tutor

CANCELLATION

- Usign tutorials continue until:
 - Usign provide notification that a tutorial is postponed due to Teacher illness – a replacement tutorial will be arranged by the Tutor to make up this time.

- Where Usign considers in its sole discretion to reschedule tutorials where the circumstances warrant this such as emergency situations or there being a failure to meet the minimum number of 6 student registrations required by Usign to run the course (applies to in-person tutorials only). Should this occur a refund will be issued.
- If a student provides notice in writing to Usign that they wish to withdraw from the course up to 7 days prior to the first tutorial a maximum of 25% of the total course fee paid to Usign will be refunded.
- If a student provides notice in writing to Usign that they wish to withdraw from the course within 7 days of the first tutorial no refund will be made.

FEES

- Prices for in person and online courses and tutorials are published in advance when tutorials are open for registration
- Prices for online tutorials may change from time to time, please check the website or contact Usign in advance of registration to confirm price(s)
- Once registration has been confirmed for nominated course(s) or tutorial(s) the price will be fixed at the amount confirmed at time of registration

PAYMENT

- All fees are directly payable to Usign by direct banking only. No payments are to be paid directly to the director/teacher.
- Invoices for fees will be emailed to the student or parent/guardian.
- Payment of fees shall be made by payment of a 50% non-refundable deposit of the course fee. The balance of the course fee is due 14 days prior to the course start date to secure your place on the course.
- Unless expressly stated otherwise, all fees are inclusive of GST

DEFAULT ON PAYMENT, INTEREST & LEGAL EXPENSES

- Where an invoice is not paid by the due date, a reminder notice will be emailed, with payment required within 2 days of the reminder notice.
- Where an invoice is not paid following the reminder notice, Usign reserves the right to terminate future tutorial services until the date the invoice is paid in full.
- Where an invoice is not paid following the reminder notice, default interest on the amount outstanding will be calculated at the ASB bank floating interest rate plus 5% per month and shall accrue until the date the invoice is paid in full.
- Where an invoice is not paid, we may choose to recover outstanding amounts from the student/parent/guardian via a debt collection agency or we may choose to commence legal

proceedings against the student/parent/guardian to recover the costs incurred in recovering outstanding amounts.

- All expenses incurred by Usign for default in payment, including collection costs from obtaining the services of a debt collection company and/or legal fees in relation to any overdue amount will be added to the student's/parent's/guardian's account and they, as the client, are liable for its payment.

ACADEMIC RESPONSIBILITY

- Usign strives to provide the best possible service. However, Usign will not be held accountable or responsible for the academic success or lack thereof demonstrated by the student. Although Usign will do everything in its power to help skill sets improve, Usign can offer no guarantee.

PRIVACY ACT 1993

- You, the student/parent/guardian, shall have the right to request from Usign a copy of the information about yourself retained by us, and the right to request that any incorrect information be corrected.
- You, the student/parent/guardian authorises Usign to use your information for the purposes of marketing products and services.

CHANGES

- These terms and conditions of trade are subject to change.
- Usign reserves the right to change these terms of use from time to time by publishing the changed terms on its website and/or in its materials.
- You, the student/parent/guardian, acknowledge that it is your responsibility to review these terms of use periodically to be aware of such changes. Your continuing use of the tutorial service/course provided by Usign, following such publication, shall be deemed your acceptance of the revised terms of use.

LIABILITY

- Usign is not liable for any direct, incidental, consequential, indirect, special, punitive or similar damages arising out of use of its tutorial service/course, or any errors or omissions in the content of its materials. You, the student/parent/guardian, specifically waive any and all claims arising out of the use of this tutorial service/course.

COPYRIGHT

- All materials Usign creates in-house are copyright and provided to the student specifically as an educational aid. You, the student/parent/guardian agree that you will not publish or distribute any portion of any materials without prior written permission from the Director of Usign, Kelly Quirke.