

Terms & Conditions

Section #1 - Overview

1. The following terms and conditions apply to the supply of services by Speaking Schools Australasia Pty Limited (SSA) to the Purchaser (Terms and Conditions).
2. These terms and conditions shall apply to all Bookings made by the Purchaser. The Purchaser, by their payment of the Booking Fee, is deemed to have accepted these Terms and Conditions in full. To the extent that the Purchaser supplies terms and conditions after the Booking Fee is paid, the Purchaser's terms and conditions shall be of no legal effect and shall not constitute part of the agreement for the purchase and supply of the Services.
3. SSA agrees to provide the Services in consideration for the Booking Fee.
4. The Purchaser warrants that they are legally responsible for the Child, and are able to make legally binding guarantees under these Terms and Conditions for and on their behalf.
5. The Purchaser authorises SSA and other members of the Speaking Schools Australasia group to use any photographs of the Child, and/or any video of the Child, taken whilst at the Venue for publicity, marketing, promotional and/or advertising purposes in accordance with its Media Release Policy.

Last updated 30 April 2021



Speaking Schools
AUSTRALASIA

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Section #2 - The Services

1. The Purchaser will pay for the Services by way of PayPal, credit card or any other method (e.g. cash or direct deposit) allowed by SSA, at its absolute discretion.
2. The Purchaser provides permission for the Child to participate in the activities organised for the days and times on which the Child will be taking part in the Services.
3. The Purchaser warrants that, if required by SSA, they will ensure that the Child is signed in when the Child arrives at the Venue, and that the Child is signed out when the Child leaves the Venue.
4. The Purchaser warrants that students will be picked up promptly from the Venue at the end of the provision of the Services.
5. The Purchaser understands that students may be excluded from programs for any reason at the absolute discretion of SSA, including (but not limited to) failing to undertake or obtain medical clearance to attend and behavioural issues. If the Services are provided at a Venue, the Purchaser agrees they will be responsible for ensuring the Child is picked up from the Venue in a timely manner (if requested).
6. The Purchaser acknowledges and understands that SSA has a zero tolerance policy for any form of bullying or engaging in behaviour that is disruptive or compromises the safety of others (**Bullying**). The Purchaser further acknowledges that any Child that engages in Bullying, intentionally or otherwise, will be treated in accordance with SSA's Accidents & Incidents Policy. SSA will provide a copy of the Accidents & Incidents Policy upon reasonable request by the Purchaser.
7. The Purchaser further acknowledges that they will not be entitled to a refund or credit if a Child is excluded from the Services for Bullying or other inappropriate behaviour.



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Section #3 - Credits & Refunds

1. The Purchaser acknowledges and agrees that SSA is entitled to cancel the Services at any time at its absolute discretion.
2. If for whatever reason SSA does cancel the Services, SSA will attempt to contact the Purchaser by telephone and the Purchaser will be entitled to either reimbursement of the Booking Fee, or a credit of the Booking Fee to a future Service.
3. In the event that the Child does not or is unable to attend the Services for whatever reason after payment of the Booking Fee, SSA at its absolute discretion may provide a refund of the Booking Fee or credit the Booking Fee to a future Service.
4. To the fullest extent permitted by law, the Purchaser acknowledges that SSA is under no obligation to provide a refund of or credit for the Booking Fee if the Child does not or is unable to attend the Services for whatever reason.
5. Notwithstanding Section #3, the Purchaser acknowledges that SSA will not refund any 'Creative Kids Vouchers' provided by the NSW Government, and redeemed by the Purchaser in lieu of part or all of the Booking Fee, under any circumstances.



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Section #4 - Health & Safety

1. The Purchaser authorises SSA, in the event of accident or illness, to obtain all necessary medical aid and treatment for the child and agrees to meet all reasonable expenses associated with the same treatment.
2. The Purchaser acknowledges and agrees that the Child will not attend the Services if suffering from an infectious or communicable disease as identified by the Department of Health, or any other illness or injury which would preclude them from participating in the activities.
3. The Purchaser also acknowledges and agrees that the Child will not attend the Services if they are a close contact of someone who has been diagnosed with COVID-19, or they (or another member of their household) is awaiting a test result for COVID-19.
4. To the maximum extent permitted by law, the Purchaser acknowledges and agrees that neither SSA nor its officers, servants, agents, employees or contractors are responsible for any liability arising from personal injury, property damage, death or any other loss sustained by any Child or Purchaser as a result of his or her participation in the Services.
5. To the maximum extent permitted by law, the Purchaser agrees that they and their Child attend and participate in the Services at their own risk, and that neither SSA nor its officers, servants, agents, employees or contractors will be held liable for any negligent acts or omissions that lead to them being harmed.
6. To the maximum extent permitted by law, the Purchaser agrees that no actions will be brought against SSA or its officers, servants, agents, employees or contractors in contract, tort or any other action for any personal injury, property damage, death or any other loss referred to in clauses 4.3 and 4.4.
7. Notwithstanding clauses 4.3 and 4.4, and without limiting the provisions of Section 4 of these Terms and Conditions, the Purchaser agrees that no officer, servant, agent, employee or contractor of SSA will have any separate or individual liability to the Purchaser.



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Section #5 - Intellectual Property

1. Property, right and title in all Intellectual Property relating to the Services remains with SSA. The Purchaser will be entitled to a non-exclusive, non-transferable licence to use the Intellectual Property for the personal use of the Child.
2. The Purchaser warrants that he or she will take all reasonable steps to prevent the dissemination or use of the Intellectual Property for any purpose other than that outlined in clause 5.1.



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Section #6 - Definitions

1. The term "**Purchaser**" refers to the contact person who made the booking for the Services, and is privy to these Terms and Conditions.
2. The term "**Child**" refers to all children booked into the Services by the Purchaser.
3. The term "**Services**" refers to the course(s) booked by the Purchaser through this website or otherwise.
4. The phrase "**Booking Fee**" refers to the amount paid for the Services.
5. The term "**Venue**" refers to the location where the Services are held (and for the avoidance of doubt, may also include any online platform used to facilitate the Services).
6. The phrase "**Intellectual Property**" includes but is not limited to to all knowledge imparted, tasks engaged in and documents provided in the course of providing the Services.



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Section #7 - General

- 1.The entire Agreement is comprised of these Terms and Conditions and any documents referred to herein. This Agreement supersedes all previous arrangements, correspondence, tenders, proposals, understandings and communications, whether written or oral.
- 2.This Agreement will be governed and construed according to the laws of New South Wales, Australia.
- 3.Any provision in these Terms and Condition which is or becomes invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable. In the event that a provision cannot be read down, it is otherwise capable of being severed to the extent of the invalidity, without affecting the remaining provisions of these Terms and Conditions.
- 4.SSA is able to amend or vary these Terms and Conditions at any time without notice. These changes are not binding on any payment for the Services prior to the changes being available on the SSA website.

