



Registered School #s: 566985,578401
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Terms and Conditions
Effective 1st August 2010

Booking lessons with ITS means you concur with the terms and conditions set out in this document. Signing it constitutes a legally binding agreement. Please be sure you have read and understood it clearly. Please ask for clarification of any points about which you are unsure.

General

Communication

Generally, all communication will take place with the administrative staff and managers. Please note that any communication that may impact on billing must be made in writing i.e. bookings and cancellations. Tutors are forbidden to have contact with students outside of ITS so please do not ask for their phone numbers or email addresses. Parents are welcome to discuss their child's tuition with the tutors at the ITS premises – please make an appointment or come along at the beginning of a lesson or 5 minutes from the end. Alternatively, written communication to tutors may be provided via the ITS email address info@tuition.com.hk. Tutors have absolutely no involvement with billing, payments, bookings or cancellations. Please do not try to engage tutors with these tasks. If your child or helper is carrying an instruction or communication/payment from you, please tell them very clearly to approach the reception desk.

Booking

All bookings must be made by the authorized person/company who has an account with ITS. In the case of children taking lessons, it is the parent or guardian, or the company to which billing is made, who is the client. **Children cannot book tuition.** Older children (15-18 years old) are welcome to request lessons as they are clearly capable of doing so, but this must be followed by a written request from the authorized person before the booking can be confirmed and the lessons take place. **Please remember that a confirmed booking is a legal contract and the client is liable for all billing that comes from it. Please read all the terms and conditions carefully, especially the cancellation requirements, before confirming tuition.**

Holidays

ITS **does not** follow a traditional academic calendar. We follow a normal business calendar which allows us to provide education for more of the year. We are generally closed on gazetted public holidays but some tutors may elect to work and students will be given the option to attend if they wish. There is no obligation to attend a lesson whose schedule falls on a gazette public holiday. **Students should assume there is no lesson on a public holiday unless otherwise informed.**

Mainstream school holidays have no effect on ITS lessons. Just because a mainstream school is closed for Christmas for example, does not mean ITS is closed. ITS is open all year. **Students who do not wish to attend ITS during a mainstream school holiday must cancel in writing in the usual manner.**

Administration fees:

There is a one-off administration fee for **all** students of HK\$50 to process the student application and issue a student card. The card may be required by building security from time to time, especially in evening or week-end sessions. There may be additional administration fees for handling third party procedures such as public examination enrolment. Please ensure you ask about all admin fees relevant to you before signing these terms and conditions.

Fees:

ITS reserves the right to adjust fees from time to time as it sees fit. Fee changes will be notified on the website www.tuition.com.hk and on the client invoices for the month preceding the fee change.

Bad weather:**Tropical Cyclones**

ITS follows government regulations concerning weather conditions and the rules that schools must follow. The following table is taken directly from the EDB.

The following general arrangements will apply and appropriate public announcements will be made:

Weather condition	Action to be taken
When Tropical Cyclone Warning Signal No. 1 is issued	<input type="checkbox"/> All schools, including kindergartens, are to operate as usual.
When Tropical Cyclone Warning Signal No. 3 is issued*	<input type="checkbox"/> All kindergartens, schools for physically handicapped children and schools for mentally handicapped children are to close. <input type="checkbox"/> Other schools are to operate as usual unless advised otherwise.
When Tropical Cyclone Warning Signal Pre-No. 8 / No. 8 or above is issued*	<input type="checkbox"/> All schools are to close.
When Tropical Cyclone Warning Signal No. 8 or above is replaced by Signal No. 3	<input type="checkbox"/> All kindergartens, schools for physically handicapped children and schools for mentally handicapped children are to remain closed. <input type="checkbox"/> Other schools are to resume with the next session unless road or other conditions remain adverse.
When Tropical Cyclone Warning Signal No. 3 is replaced by Signal No.1 or when all signals are cancelled	<input type="checkbox"/> All schools are to resume with the next session.

For ITS the lowering of signals will have the following effect:

Lowered before 1pm – all classes scheduled from 3pm onwards will take place

Lowered between 1pm and 3pm – all classes scheduled from 5pm onwards will take place

Lowered after 3pm – ITS remains closed. No lessons take place that day.

Heavy Rain

If rainstorm warnings go up during lessons then the lessons will be completed. Parents should make appropriate arrangements for children to get home, including sending an adult to collect younger children.

Amber warning signal

ITS remains open and all students should attend as scheduled.

Red warning signal

ITS will close for primary students. Primary students need not attend. In the first instance we will try to rearrange the lesson. Otherwise it will be cancelled without charge. Primary students already travelling may come to school if it is a safer option than going home. All other students should attend. The lowering of signals will have the following effect:

Lowered before 1pm – all primary classes scheduled from 3pm onwards will take place

Lowered between 1pm and 3pm – all primary classes scheduled from 5pm onwards will take place

Lowered after 3pm – ITS remains closed to primary students. No primary lessons take place that day.

Black warning signal

ITS will close. Students already travelling may come to school if it is a safer option than going home and we will assist in making arrangements for them to return home safely. The lowering of signals will have the following effect:

Lowered before 1pm – all classes scheduled from 3pm onwards will take place

Lowered between 1pm and 3pm – all classes scheduled from 5pm onwards will take place

Lowered after 3pm – ITS remains closed to students. No lessons take place that day.

Course Types and Conditions

1. Tuition

Ongoing clients – definition

An ongoing client is someone who makes a commitment to attend weekly for an indefinite period of time. For example, a student at school in Hong Kong may want help for one hour a week on their Mathematics because they are struggling, but they don't know how long it will be before their problem is solved. In this case, the parent should request a particular day and time that would be convenient for their child to attend. ITS will try to allocate it, if it is available, or may offer an alternative. Once a day and time slot has been agreed with a client it is considered to be a permanent weekly booking until the client permanently cancels it in writing (please refer to cancellation policy below).

Ongoing clients are billed at the end of the month for the services used that month. Bills are due immediately. ITS does not provide credit terms. ITS reserves the right to charge interest on fees that are left overdue. In the extreme event that fees are left unpaid for 90 days, the case will be passed to a credit management agency for recovery and a service charge of 40% of the unpaid invoices will be levied.

Block-booking clients – definition

A block-booking client is someone who has a definite idea of a time period they wish to attend ITS and how many lessons they want. Usually, they will be a student on school holidays or on study leave prior to examinations. In this case, the parent should request a particular number of lessons per subject required, and indicate the first and last available dates the student can attend. ITS will construct a proposed timetable for parental approval, up to one month in advance of the start date. Once approved, a bill will be issued for the services provided. This must be paid in advance to finally confirm the lessons. Block-booked lessons that are not pre-paid by 7 days before the first lesson is due may be offered to other students.

Cancellations for Ongoing/Block-booking clients

All cancellations must be made by the authorized person/company who has an account with ITS. In the case of children taking lessons, it is the parent or guardian, or the company to which billing is made, who is the client.

Children cannot cancel tuition. Older children (15-18 years old) are welcome to inform us of upcoming cancellations, as they are clearly capable of doing so, **but this must be followed by a written request from the authorized person before the cancellation can be confirmed and the fees waived.**

Ongoing clients:

Ongoing clients should inform of required cancellations as soon as they know of them. For sudden cancellations you must inform us **two working days** before the scheduled lesson if it is to be cancelled. This must be done in writing, by letter, fax or e-mail. The administrative office operates from **10 am to 6pm, Monday to Saturday**. Thus a lesson scheduled for a Thursday afternoon must be cancelled before 6pm on the previous Tuesday, at the absolute latest. Note that Monday lessons must be cancelled on Saturday. Properly cancelled lessons will have their fees waived at the management's discretion. **Fees will not be waived where it is clear that reasonable notice could have been given and was not. For example, an examination date will be known months in advance so cancelling two days before is not acceptable.**

Permanent cancellations must also be made in writing at least two days before any scheduled lessons are to take place. A permanent cancellation received the day before a scheduled lesson will only apply from the following week. Please do not assume that ITS knows when you wish to finish tuition. The taking of examinations does not automatically mean that tuition will finish. Many students continue tuition after examinations have taken place. **You must cancel lessons in writing under all circumstances. Without written notice, the lesson remains scheduled and non-attendance will incur charges. The only way to have lesson fees waived is to cancel in writing at least two days beforehand.**

Extended leave:

Students who wish to take a break of three consecutive weeks or more should note that ITS reserves the right to re-allocate these slots should another student book them. Alternatives will be offered as close to the original booking as possible.

Sickness:

If you are able to provide a medical certificate then fees may be waived for lessons missed as a result of sickness at the management's discretion. Please let us know as soon as you know you cannot attend due to illness. The medical certificate can be provided afterwards but must be received **before the last day of the calendar month in which the sickness occurred.** If no certificate is provided within the relevant billing month, the missed lessons will be charged and must be paid for. Certificates must be from a medical practitioner. Certificates will not be accepted for non-medical reasons such as psychological counseling. Certificates will not be accepted from family members.

Attendance:

All ongoing students are expected to maintain a minimum of an 80% attendance record for their booking. Average attendance will be calculated over 3 months on a rolling basis e.g. Jan-Mar followed by Feb-Apr etc. Students failing to maintain an 80% record will be billed for the balance between what they have attended and what they should have attended. However, lessons cancelled more than a month in advance will not be included in the calculation. Please note that ITS never double books slots so a persistent failure to attend booked classes is incredibly unfair to other students who are waiting for times. The attendance calculation is inclusive of all absences regardless of reason, including sickness.

Block-booking Clients:

Block-booking clients will be given a payment deadline on an individual basis but it will generally be two weeks before the lessons start. Cancellations received after the payment deadline but at least one week before the start date will incur a cancellation fee of 10% of the value of the cancelled slots. Cancellations received within one week of the start date will incur a cancellation fee of 25% of the value of the cancelled slots. **Cancellations received within two days of a booked slot will forfeit the entire fee.**

Sickness:

If you are able to provide a medical certificate, fees may be waived for lessons missed as a result of sickness at the management's discretion. Please let us know as soon as you know you cannot attend due to illness. The medical certificate must be provided within seven days of the missed lesson(s). Certificates must be from a medical practitioner. Certificates will not be accepted for non-medical reasons such as psychological counseling. Certificates will not be accepted from family members.

2. Revision classes

Students attending revision classes for a particular syllabus – IGCSE, A-level, IB etc– must settle their invoice in full before the class starts to confirm their place. Payment deadlines will be issued on a course-by-course basis but will generally be two weeks before the course starts. Cancellations received after the payment deadline but at least one week before the course start date will incur a cancellation fee of 10% of the course fee. Cancellations received within one week of the start date will incur a cancellation fee of 25% of the course fee. **Cancellations received on or after the start date will forfeit the entire fee.**

3. SAT courses

Students attending SAT courses, whether extensive or intensive, must settle their invoice in full before the class starts to confirm their place. Payment deadlines will be issued on a course-by-course basis but will generally be two weeks before the course starts. Cancellations received after the payment deadline but at least one week before the course start date will incur a cancellation fee of 10% of the course fee. Cancellations received within one week of the start date will incur a cancellation fee of 25% of the course fee. **Cancellations received on or after the start date will forfeit the entire fee.**

4. IGCSE/A-level courses**Teaching:**

IGCSE and A-level courses are billed in advance on a monthly basis. The first invoice will be for two months – the first and the last of the course. Invoices will be issued on the 15th of each month for the following calendar month's lessons e.g. October's lessons will be invoiced on 15th September. Students whose accounts are not settled before the month's lessons start will be excluded from the class until the account is settled in full. These invoices will be issued in HK Dollars. Please note that the course fees do not include text books. ITS will recommend the purchasing of certain texts for each course but it is the student's responsibility to be properly equipped for the course. Students wishing to drop a course must give one month's written notice.

Administration fees: A fee of HK\$50 will be levied on every unit for which ITS processes the following: first enrolment; withdrawal; retake enrolment; remark. Administration fees are non-refundable.

Exam fees:

Students enrolling in Edexcel examinations will receive an invoice in GBP which must be settled in GBP to ITS. Payment will be accepted by bank transfer, cash or with a GBP cheque drawn on a Hong Kong GBP account. If paying by bank transfer, an additional GBP10 should be added to the invoice amount to cover bank charges. If paying by cash, the exact amount must be tendered as ITS does not hold GBP cash at its Hong Kong offices. GBP invoices must be settled immediately as payment needs to be sent on to Edexcel. Failure to pay promptly will mean students not being enrolled in their public examinations. ITS accepts no liability whatsoever for exclusions made by Edexcel for late payments. Refunds are at the discretion of Edexcel. You should read Edexcel's terms for refunds carefully. This is especially important for if bad weather prevents a student attending an examination. Any refund made by Edexcel to ITS on behalf of a student will be refunded to the student.

Invigilation:

Invigilation will be invoiced on a pro rata basis. Once final examination arrangements are in place, ITS will issue an invoice in Hong Kong dollars for invigilation which must be settled in advance of the first day of the examinations. Invigilation fees will only be refunded for properly withdrawn units.

5. Vocational courses

Students attending vocational courses, whether extensive or intensive, must settle their invoice in full before the class starts to confirm their place. Payment deadlines will be issued on a course-by-course basis but will generally be two weeks before the course starts. Cancellations received after the payment deadline but at least one week before the course start date will incur a cancellation fee of 10% of the course fee. Cancellations received within one week of the start date will incur a cancellation fee of 25% of the course fee. **Cancellations received on or after the start date will forfeit the entire fee.**

ITS reserves the right to cancel lessons at any time. We will of course do our utmost to give as much warning as we can and no charges will be made in such circumstances.

NOTE: Booking lessons with ITS means you concur with the terms and conditions set out in this document. Please be sure you have read and understood it clearly. Please ask for clarification of any points about which you are unsure. This document is issued on 1st August 2010 and supersedes any previous terms and conditions documents issued by ITS.

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For the purposes of this document the terms "ITS", "ITS Ltd", "International Tuition Services Limited", "ITS Tutorial School" and "ITS Tutorial School Mong Kok" are deemed to be interchangeable.
