

Introduction

Jess Manton Specialist Education Services ('we', 'our', or 'us') is owned and operated by Jessica Manton ABN: 71605431663. We are committed to providing quality services to you and your child. This Terms of Service outlines our ongoing obligations to you in respect of how we manage your and your child's personal information. We have also included information about fees, our cancellation policy and other requirements.

Terms of Service

By engaging us, you agree to be bound by these Terms and you also agree to be bound by the Privacy Policy located at jessmantonses.com (whether or not you expressly state your agreement to these Terms or the Privacy Policy). These Terms and the Privacy Policy form a contractual relationship between you and us. Please read both documents carefully. If you do not agree to these Terms, you must not engage our Service.

Disclosure of Personal Information

Jess Manton SES complies with the *Privacy Act (1988) (Cth)* by adhering to the National Privacy Principles. We are committed to child safety principles.

The information you provide is needed for:

- administrative purposes;
- billing purposes;
- discussions and other communications e.g. other allied health professionals, teachers etc.; and,
- security and workplace safety purposes e.g. to monitor the safety of our clients, workers and others.

There are some circumstances in which consent is not required to disclose your or your child's personal information:

- a court subpoena requesting information.
- a threat to the health or welfare of any person. (As a mandatory reporter, under the Children and Young Persons Act 1998).

Please note that your information will be seen and used by people working for or on behalf of *Jess Manton SES* and other service providers (without limitation). This includes the owner, educators and administrators, third-party professional advisors and service providers.

Consent to Contact Other Relevant Providers

To ensure the process of quality intervention and support, information about your child's assessment results and progress may be given with your consent to other relevant service providers who are involved with your child's learning progress. They may include teachers and educators; specialists and other professionals; and the NDIS and its agents.

Our Obligations

We will be available to provide lessons at the time we agree with you. We will undertake all required preparation prior to the sessions and structure sessions to best benefit each participant. We will participate fully and professionally in all therapy/tutoring sessions. We will use resources available to us for the best educational outcome for our students. We will not complete homework or assignments on behalf of students but may provide guidance in completing such tasks.

There can be no guarantee in relation to the outcome of therapy/tutoring or the academic growth of a student, but we aim to improve academic achievement where possible by developing student skills and/or understanding of subject content. We will provide you with a progress update via email when requested by you, or when deemed suitable by the educator.

Fees and Payments

When engaging with our service, you agree to pay our fees as and when they fall due. Sessions are invoiced weekly, with payment due within 7 days of the invoice being issued.

Payment can be made via direct bank transfer or Stripe. Once paid, receipts can be accessed via the Xero link sent with the invoice.

Sessions do not occur on public holidays. Parents will be informed of these at the beginning of each school term, and these dates will be excluded from billing. Students are expected to attend sessions until the end of the term for which they are enrolled (10-week term based on NSW State School Term Dates). If a student is withdrawn by a parent or guardian during the term, 50% of the fees for the remaining scheduled sessions that term are payable within 7 days.

If an invoice remains unpaid 14 days after its due date, a one-off \$20 late payment fee will be added to that invoice. The late payment fee applies separately to each invoice that becomes 14 days overdue.

We reserve the right to pause a student's access to services while an account remains overdue, unless an alternative payment arrangement has been agreed with us.

During a pause in services due to non-payment, the student remains enrolled and their regular session time and place in the program continue to be reserved for them. As this place is not made available to another student during this period, 50% of the standard session fee will continue to be charged for each scheduled session until the outstanding account is paid, an alternative payment arrangement is agreed, or the enrolment is terminated.

If the account remains unpaid for 14 days after services have been paused, we may terminate the student's enrolment and offer the place to another student. No fees for sessions scheduled after the effective date of termination will be charged. Session fees include ongoing sessions, communication regarding your child's progress, and any activities that may be useful to complete at home in support of our sessions. All fees are inclusive of GST unless stated otherwise.

Cancellation Policy

When engaging with our service, you are reserving a regular place in a scheduled program for the duration of the school term. As places are limited and students are carefully matched according to their learning needs, missed sessions cannot be rescheduled or made up.

If a student is unable to attend a scheduled session:

- At least 8 hours' notice: 50% of the session fee will be charged.
- Less than 8 hours' notice or non-attendance without notice: 100% of the session fee will be charged.

This policy applies to all student absences, including illness, holidays, school activities and other personal circumstances. If an educator is unable to provide a scheduled session, you will not be charged for that session.

Please ensure your child arrives on time. Session times cannot be extended, and time missed due to late arrival cannot be made up.

Location

In Clinic – some sessions are conducted in-clinic at The House, Level 1, 110 William St. Port Macquarie. Parents may wait in the designated waiting area or leave for the duration of the session. Parents are asked to return by the scheduled session finish time to collect their child. For transparency, an in-room camera will be used with recordings safely stored in the cloud via the Arlo subscription service during sessions. Access to recordings can be requested at any time.

Your Family's Safety

We are committed to applying the highest ethical standards in engaging with students and their parents/guardians. We will take reasonable steps to safeguard the interests, rights and well-being of the children we work with, including online.

Online via Zoom – A parent or responsible adult must be within the home during all sessions. Parents are asked that a designated area is allocated for students to work during sessions. Students are asked to present to an online session as they would in person in-clinic. The chat option will not be used by the educator unless to communicate technical issues with a parent or adult.

Any staff hired by us will be appropriately recruited and screened. At all times that we are providing services, all staff working with children will hold relevant qualifications and a valid working with children check.

Any sessions we undertake online will be with the reputable platform Zoom. As outlined above, all sessions occurring online will involve a parent or guardian being present.

Your Warranties

You warrant that:

- any information you provide us about your family or your child will be accurate, correct and up-to-date. If any of that information changes, you need to provide us with updated information;
- you will pay fees as outlined under 'Fees';
- you will at all times comply with these Terms;
- you and your family will always engage with us in a professional and courteous manner.

We may at our discretion pause, or terminate your access to our services.

Intellectual Property

All materials created by us and used in-clinic or distributed to students and/or a parent/guardian are the copyright of Jess Manton SES. Any portion of these materials are not to be published or distributed without our written consent.

Media and Promotion

At our discretion, the educator may take photos or video of session components and individual students to feature in promotional material and training via our website, social media channels or other avenue. Where you as a parent or guardian have provided testimonials (in any format), we may use these along with reference to you on our website and social media channels, for promotional and other purposes at our discretion.

Please contact Jess Manton SES via email if you do not wish for yourself or your child to be included in any media or promotional material and we will respond to your request within 7 days.

Amending these Terms of Service

We reserve the right to amend these Terms of Service from time to time. Any variations to these Terms and Conditions will be communicated to you via email.

Thank you for the opportunity to work with you and your child.