Focus Education & Consultation Services Terms and Conditions for private courses Effective: 13 June 2020

www.englishconversationcoursetutorhk.com www.communicationcoursehk.com www.jobinterviewcoursehk.com www.englishlessonhk.com (Chinese)

These Terms and Conditions set the rules between the Focus Education & Consultation Services (further on as School or we) and the student(s) of the School (further on as Student or you).

Private course: either one-to-one course or a course for a group of people (friends) who come and pay together and other people cannot join their course. This information relates only to our private courses.

## **Lesson scheduling**

A single lesson is 50 minutes. A double lesson consists of two 50-minute lessons without a break.

#### **Lesson times in our classroom**

| Monday, Tuesday, Wednesday, Friday |                          | Saturday                   |                          |
|------------------------------------|--------------------------|----------------------------|--------------------------|
| Single lesson (50 min.)            | Double lesson (100 min.) | Single lesson (50 minutes) | Double lesson (100 min.) |
| 16:15-17:05                        | 16:15-17:55              | 14.00-14.50                | 14:00-15:40              |
| 17:15-18:05                        | 17:15-18:55              | 15.00-15.50                | 15:00-16:40              |
| 18:15-19:05                        | 18:15-19:55              | 16:15-17:05                | 16:15-17:55              |
| 19:15-20:05                        | 19:15-20:55              | 17:15-18:05                | 17:15-18:55              |
| 20:15-21:05                        | 20:15-21:55              | 18:15-19:05                | 18:15-19:55              |
| 21:15-22:05                        |                          | 19:15-20:05                |                          |

The school is closed on Thursday, Sunday and public holidays.

# A, All the lessons must be scheduled first before the payment. That is, the student cannot pay for unscheduled lessons.

## B, Regular scheduling (recommended):

If the Student schedules all of their lessons on a weekly, regular basis (for the same day(s) and at the same time(s) each week) then:

- When scheduling, the student must tell the school if they want to skip a lesson on a specific day (e.g. if they are planning a holiday).
- The School reserves the Student's regular time for the student until 14 days before the first unpaid regular lesson time in the next course. After this payment deadline the School does not guarantee the regular time for the student and the "first pay first served" principle is used.

#### C, Irregular scheduling:

The school may accept irregular scheduling but usually just for a few weeks in advance.

## Changing a scheduled lesson

- 1. If the School does not hold a scheduled class for a reason risen solely on the School's side (e.g. the teacher is sick), then, at the discretion of the Student:
  - the class can be rescheduled or
  - the proportional part of the tuition fee for the cancelled classes will be paid back within a week after the student's last lesson if the Student does not want to pay tuition fee any more.
- 2. <u>If the student does not come for a scheduled class or he/she cancels it for any reason</u> except for extremely bad weather conditions (see below), <u>she/he will not get a refund and his/her class will not be rescheduled.</u>
  - The Student eligible for the lessons at the scheduled time only.
  - Once a class is scheduled, the Student cannot postpone it for a later day. The Student cannot bother the School by asking postponement for a later day. In case of any misunderstanding resulted from the violation of this rule, the Student bears all the consequences.
  - However, the Student can ask the School to hold the class earlier. The School, at its discretion, may accept or refuse this request. The student is encouraged to tell the school as soon as possible if they would like to come earlier because it makes it easier to find another time at least one day before the new time
  - The School asks the Student to notify the School as soon as possible if he/she wants to cancel a lesson.
  - If the Student cancels a class but later she/he wants to withdraw this cancellation, the School may refuse to hold the cancelled class and will not compensate the Student.
- **3.** Extremely bad weather conditions mean that there is No. 8 (or higher) Typhoon Signal or Rainstorm Black Warning hoisted.
  - The 2.00 lesson is cancelled if there is an effective bad weather signal any time after 10 a.m.
  - The 3.00 lesson is cancelled if there is an effective bad weather signal any time after 11 a.m.
  - The 4.15 lesson is cancelled if there is an effective bad weather signal any time after 12 noon.
  - The 5.15 lesson is cancelled if there is an effective bad weather signal any time after 1 p.m.
  - The 6.15 lesson is cancelled if there is an effective bad weather signal any time after 2 p.m.
  - The 7.15, 8.15 and 9.15 lessons are cancelled if there is an effective bad weather signal any time after 3 p.m.
  - The Student should call the school to clarify the situation if they do not know whether to come or not.
  - The cancelled class will be rescheduled for a mutually acceptable time. In the case of students who take classes regularly, it can be the first regular time for which the Student has not paid yet.
  - The following cases are **not** reasons for cancelling and rescheduling the lesson and the class will be held:
    - Other schools are closed or public exams are cancelled
    - Possibility of hoisting No. 8 (or higher) Typhoon Signal or Rainstorm Black Warning but it has not hoisted yet.
    - o Lower than Typhoon 8 signal; Red or Amber Rain storm signal; very heavy rain; very strong wind.
    - Online lessons will not be cancelled because of the bad weather.

- 4 Catch-up lesson. If the student misses lessons by cancelling it, they will get catch up lessons when they pay for the next course according to the following:
  - The number of catch-up lessons cannot be more than the number of missed lessons in the current course.
  - Take the smaller number of following two numbers: the number of lessons paid in the latest course (when the lessons are missed) and the number of lessons in the new course the student pays for. If the smaller number is:
    - o less than 10 lessons, the student cannot get any catch-up lessons.
    - o 10 19 lessons, the student can get maximum 1 catch-up lesson.
    - o 20 29 lessons, the student can get maximum 2 catch-up lessons.
    - o 30 39 lessons, the student can get maximum 3 catch-up lessons.
    - o 40 lessons or more, the student can get maximum 4 catch-up lessons.
  - If the student does not pay for a new course, they do not get any catch-up lessons.
  - The catch-up lessons are available for the student only if they continue the next course immediately, without a break. The student must pay on or before the last lesson of the course they are finishing to be eligible for the catch up lessons.
  - In the case of a group, the lesson is not regarded a missed lesson if at least one student showed up to the lesson. That is, the group considered as a unit and the number of catch-up lessons are not calculated for the individual students but for the whole group.
  - A single or double lesson is not regarded a missed lesson if the student showed up late.
  - Missed lessons cannot be accumulated from one course to another one, even if the number of catch-up lessons are less than the number of missed lessons.
  - For calculating the catch up lessons, the version of the Terms and Conditions that was effective when the Student paid for the course in which they missed the lessons will be used.
  - In case of dispute, the school will make the final decision.

## **Arriving on time**

- 1. The Student is asked to arrive on time and possibly not earlier than the class starts.
- 2. In case the Student is late and thus the class starts later, the class will be finished as it was scheduled to be finished.
- **3.** If none of the students shows up for a paid lesson within 30 minutes from the scheduled starting of the class and no student asks the teacher to wait, the teacher may leave. The Student cannot reschedule the class and will not get refund.
- **4.** If the student hasn't shown up and hasn't paid for the lesson and doesn't ask the teacher to wait, the teacher may leave after 10 minutes.
- 5. If the teacher is late, the Student must wait for 15 minutes. When the teacher is late and thus the class starts later, the Student will be compensated by extended class on that or another day. If the Teacher does not arrive within 15 minutes and does not notify the Student and ask him/her to wait, the class will be rescheduled for another time or the tuition fee for that class will be paid back to the Student.

#### Other

- > Smoking, eating, chewing gums are forbidden in the School. The student is asked not to bring drinks that can fall off and pour out. The Student must pay compensation for the damage he/she causes for the School.
- ➤ The school does not receive or send SMS, e-mail or fax to communicate with students, only phone calls. However, the student can send SMS to the teacher's mobile phone in English if he or she is late or does not come to the lesson. Please give your contact number to the school and notify it if it changes.

## **Payment methods**

We accept payment by deposit and transfer to our bank accounts, by cash and by cheques. See the detailed information below.

#### Bank transfer or ATM cash deposit

Our bank account numbers are:

- HSBC Bank: 033-680745-833
- Bank of China: 012-581-1-009857-9
- FPS Identifier: 4649422 In the payment method select "Pay to FPS Identifier" (not to a mobile number). The linked account is 033-680745-833 for checking reference.

The name of the bank account owner as it appears "Gregor Zoltan".

Please, use a payment method that makes the money appear on our bank account immediately. Do not use cheque deposit. Use cash deposit at the ATM or make an ATM transfer.

After you have paid to our bank account, you need to inform us about the payment, otherwise we do not know about your payment.

If we do not receive the payment notification before the payment deadline, we may cancel your booking without notifying you.

We may ask you to present the Customer Advice to the School.

Please bring the proof of payment with you to your first lesson.

## Payment by cheque

New students cannot pay by cheque. Students who are already taking a course can make their next payment by cheque if the school agrees with it. The cheque must be made payable to "Zoltan Gregor" or the "payable to" part must be kept empty. The payment is conditionally accepted when the School receives the cheque and is regarded completed if the bank accepts the cheque irrevocably.

## Cash payment

New students who want to make their payment by cash at the beginning of their first lesson can make their booking 1 day before their first lesson. We give priority in booking to students who pay in advance. Students who are already taking a course now can make their next course booking and pay by cash in advance in the classroom.

## Other payment method information

We do not accept other payments like credit card, ETC or Octopus payments. If there is any problem with your bank or cheque payment, we will contact you.

## Payment deadlines for booking in advance

When you book a lesson or a course in advance the School gives you a payment deadline:

- If your first lesson is tomorrow, the payment deadline is today 10 p.m.
- If your first lesson is after tomorrow, the payment deadline is 24 hours from the time when you make the booking.

If you cannot keep the payment deadline or want to cancel your booking, please contact us.

Do not make payment after the payment deadline without first contacting the School and clarifying your booking status.

## Other payment and booking related information

Except in cases that mentioned in the relevant Terms and Conditions:

- > Tuition fees are not refundable.
- > Once you have booked a lesson or course and you paid for them, you cannot change them.
- > If you do not come to a lesson, you lose that lesson without any compensation.

When a mistake happens at the calculation or payment of the tuition fee, it must be corrected.