



FULL SPECTRUM EDUCATION

Client Terms and Conditions

1. These terms and conditions form part of the client's (**You or Your**) standard contractual agreement with Full Spectrum Education (**FSE**) (**the Agreement**). By signing the Agreement with FSE, you agree that you have read and agree to be bound by these terms and conditions.

FSE Educators

2. FSE agrees to provide you with an educator to perform education services with a student.
3. The educator will be chosen by FSE staff based on an assessment of the student, where such an assessment is possible and desired.
4. Where an educator becomes unavailable, FSE will select another educator to replace the first educator.
5. For clarity, while FSE will listen and respond to the client's feedback on their educator, it is ultimately the decision of FSE as to who educates any given student.
6. Educators will use their best endeavours to arrive on time and maintain punctuality. However, educators cannot guarantee that they will always be on time for every lesson. You acknowledge and understand that session times are approximate and may change based on impacting circumstances.
7. Where educators arrive late, they are expected to complete the two-hour session where possible.
8. Where educators are unable to complete a two-hour session due to arriving late, they and the client will use their best endeavours to make up the time at a subsequent date.
9. Educators are expected to maintain communication directly with their allocated families, usually through phone or text.
10. Where educators or families are required to communicate outside of sessions, for example to reschedule sessions or to discuss feedback, this should occur directly at first instance.

During Sessions

11. You acknowledge that at all times, you remain responsible for the safety and wellbeing of your home and the student. Full Spectrum Education and/or the educator do not take any responsibility for maintain the student's safety and wellbeing during sessions. This includes, but is not limited to:
 - a. Administering any medication required to be taken;
 - b. Feeding or providing any caring services to the student;



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c. Ensuring the students physical safety in the home.

12. You acknowledge that it is your responsibility to care for and be responsible for the student during sessions. As such, you are responsible for ensuring that a responsible adult is home at all times while sessions occur.
13. For clarity, educators should not be left at home with students alone. Where this occurs, you acknowledge that FSE takes on no liability for the student's safety.

Rescheduling of Sessions

14. Clients and Educators may both need to reschedule sessions on occasion for personal reasons. Sessions may also be missed for other reasons, such as where FSE is required to replace the Educator or public holidays.
15. Even where sessions are required to be rescheduled, you acknowledge that the financial liability for these sessions accrues on the date that the session was originally scheduled to take place.
16. Where sessions are required to be rescheduled, you acknowledge that you must make all reasonable endeavours to accommodate that session during the term in which the lesson falls.
17. You acknowledge that, regardless of which party rescheduled the session, you remain financially liable for the lesson if it is not completed.
18. If the rescheduled session occurs in a term that is the client's last term with FSE, the rescheduled lessons must occur during that term or is forfeited, except where the session was rescheduled at FSE's initiative. In this case, the client may make up the lesson during the next term.
19. If the rescheduled session occurs in a term that is not the client's last term with FSE (that is, they continue with FSE in the next term), and the outstanding sessions were postponed by the client, the sessions may be made up in the term in which it was originally scheduled and may also be made up in the following term. For clarity, any sessions made up in the following term are on top of the 11 sessions which form part of that terms agreement.
20. If the rescheduled session occurs in a term that is not the client's last term with FSE (that is, they continue with FSE in the next term) and the sessions were postponed by FSE, the sessions may be made up in the term in which they were scheduled or alternatively may be credited as a paid session towards next term. For example, if one session is unable to be made up despite the reasonable endeavours of both parties to reschedule, and the session was postponed at FSE's initiative, that lesson may be credited to the next term and the client will only be required to pay for 10 sessions in that term.



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Complaints and Feedback

21. If the client wishes to make a complaint, they must do so by emailing complaints@fsedu.com.au.
22. You acknowledge that it is a fundamental term of the contractual agreement between the client and FSE that the complaints process is followed and that all reasonable steps are taken to resolve complaints in a mutually agreeable manner before requests for cancellation are considered for reasons of complaints.
23. FSE will reasonably endeavour to address and resolve complaints that are received in a fair and equitable manner, subject to the terms of our contract and these T&C's.

FSE term commitments

24. By signing the contractual agreement with FSE, you acknowledge that you are committing to a minimum of one standard term of the FSE program (pro-rated to the end of that term if starting during the term).
25. One FSE standard term is 12 weeks. This is 11 weeks of lessons, with one week allocated for make-up lessons or an extra session (at further cost) if agreed upon by the parties.
26. Unless you cancel the Agreement with FSE in the terms outlined in the Agreement and these terms and conditions, you acknowledge that your commitment will automatically roll-over from term to term.
27. Once you have 'rolled over' to the new term (after the final cut-off date for cancellation) you are committed for the full financial amount of the new term.
28. You acknowledge that these term commitments are reasonably necessary to protect the legitimate interests of FSE, including ensuring that FSE is able to properly prepare for a new term and to recruit and staff its business appropriately, and that cancellations in any other manner would cause significant disruption to FSE's services in a manner that would infringe on its capacity to run its business.
29. You acknowledge that you have been given reasonable opportunity under the Agreement to cancel services where required and that you are not subject to detriment (either financially or in any other manner) by the financial terms of the Agreement, including this cancellation policy.

Individual Learning Plans

30. Full Spectrum Education team will collaborate with parents to ensure that any reasonable learning adjustments and specific beneficial pedagogical approaches are made to ensure that students are able to access their one-on-one education.



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31. These adjustments will be conveyed to the educator through FSE's online platforms (e.g. Teach-works); this constitute an individual learning plan.
32. Educators are also expected to consider and apply relevant pedagogical approaches for each individual student in their class. The strategies implemented by educators should be outlined in their session notes on the teach works platform.
33. Clients agree to provide the educator information which is required to enable the ILP to be completed. This will include providing any existing ILP's in place at the student's school; access to the student's school curriculum and term planners, and any relevant medical information relevant to the student's learning needs.
34. You acknowledge that without these materials, it may not be possible for a curriculum based individualised plan to be completed.
35. You acknowledge that session time may be used by the Educator to complete lesson notes.