

## GENERAL TERMS AND CONDITIONS

### Enrollment

- Enrollment in some of the IMMERSE Courses may be subject to pre-course assessment to determine Student's suitability to enroll in lessons. IMMERSE reserves the right to refuse the admission of any Student who, in its opinion, does not meet the minimum requirement for courses and/or may impact learning of other Student's at the center.
- Students agree to fill out "Enrollment Questionnaire" which enable IMMERSE to understand background and goals of Students in order to provide them with targeted supports and coaching.
- IMMERSE reserves the right to discontinue a Student's enrollment at any time due to non-payment of the Course Fee, disruptive behavior in class or at the center, or negative impact on other Student's learning process.
- Enrollment will be on a first-come-first-serve basis. IMMERSE reserves the right to release Student's enrollment if Course Fees are not received in full by the indicated due date.
- IMMERSE reserves the right to change the class instructor as deemed appropriate or necessary.
- The Student's individual instruction schedule is drawn up by the Student and IMMERSE management or IMMERSE reception desk, and not between the Student and the instructors. Kindly refer to Cancellation and Make-Up Class Arrangement when Student is unable to attend a scheduled lesson.

### Statement of Prices & Hours

- IMMERSE services and products are charged at the prices that applied when the enrollment was confirmed.
- Depending on the program booked, an additional service charge for consultative and administrative expenses may apply. The exact amount is shown in the booking process as "service charge".
- A lesson has a duration of 1 hour minimum duration. IMMERSE does not offer a less than 60 minutes lesson.
- A lesson requested to be held outside of IMMERSE's premise has 1.5 hours minimum duration and one-time "Travel Fee" is applicable per lesson. The exact amount can be found in the Appendix.
- A Lesson conducted on a Hong Kong Public Holiday will have HKD100 surcharge on top of its hourly fee. No discount nor promotion rate applicable on surcharge.

### Payment

- All Course (package/ lesson) Fees must be paid in advance of the Student/Client attending IMMERSE Courses. IMMERSE reserves the right to prevent a Student/Client from attending class if Course Fees have not been paid.
- All payment shown on the invoice, including any service charges and/or travel fee, is to be made within 30 days of the date of invoice or on/before the commencement of the first class, whichever is earlier.
- Payments can be made by cash, cheque, bank transfer or credit card (including PayPal). Payments for online bookings must be made by bank transfer or credit card (including PayPal). Credit card payments are only possible for the full amount.
- IMMERSE reserves the right to apply late fees for late payment of Course Fees as follows:
  - 5% late charges apply on outstanding fees after 10 working days of Assigned Due Date
  - 10% late charges apply on outstanding fees after 15 working days of Assigned Due Date
- Once payment is successfully received and settled, Student/Client will receive a Reservation Confirmation Email along with an official receipt.
- All Course Fees are non-refundable after the course commencement with exceptions of the circumstances listed under Refund Policy.
- When Early Bird Discount is applicable to specified IMMERSE Courses, Course Fees must be received in full on or before the end of specified Early Bird Discount period for enjoyment of such discounts.
- In the case of an installment payment agreement, the first installment shall be due on the date shown on Invoice. The remaining installments are automatically due every 4 weeks commencing on the date of booking.
- Payment for all learning materials shall be due immediately upon receipt of the materials.

### Cancellation and Make-up Class Arrangements

- All cancellations must be made in writing (email, chat message, fax or letter) at least TWENTY-FOUR (24) hours prior to session to our administration who will advise the teacher and arrange for that time to be put to good use. Please do give us much advance notice as possible to enable us to schedule Students waiting for additional slots. Make-up class can be arranged with the Administration but that is dependable upon teacher's schedule.
- The re-scheduled lesson must be within 14 days from the date of the original lesson.
- IMMERSE will not accommodate a make-up class request for notification given less than EIGHT (8) hours prior to or after the scheduled class, unless a Doctor's certificate is submitted.
- Missed classes (no-show) / make-up classes are non-refundable and non-transferable between Students or IMMERSE Courses.
- No refund or additional make-up classes will be offered if a Student/Client is unable to attend any scheduled make-up classes.
- The Student/Client can have a maximum of THREE (3) make-up classes per Term/Package Course. Any additional make-up classes will only be offered at the complete discretion of IMMERSE.
- All Package Courses are to be completed within the designated scheduled time frame, with a possible extension of THREE (3) months from the original planned completion time. Courses not completed within the time frame are non-refundable and non-transferable between Students or IMMERSE Courses.
- If the Student allows the contract to rest for more than SIX (6) months in that the Student does not take any lessons, then IMMERSE is entitled to adjust the prices in the contract in line with the current prices. The Student shall be informed accordingly by IMMERSE office. Lessons that have been paid for but not taken shall be deemed to have been forfeited; where no refund or transfer to other is permitted.
- In event where IMMERSE has to cancel a class for any reason (such as but not limited to illness or annual leave of the teacher), IMMERSE will provide a substitute teacher. If no substitute teacher is available or the Student does not wish to have a substitute teacher, the class(s) will be re-scheduled.

### Course Withdrawal / Switching

- Course withdrawal is applicable only for Term/Package Course that extends over 6 months. Student/Client must provide IMMERSE with at least one month's prior notice in writing (email, fax or letter) if Student/Client wants to withdraw from any IMMERSE Courses. Without proper notification, IMMERSE will not accept the withdrawal and there's no refund on the following month Course Fees.
- Course switching is generally not encouraged for any Term/Package Course. A handling charge of HKD500 would apply when any switching request is made half-way through a committed Term/Package Course.

### Refund Policy

- In the case of IMMERSE closure prior to the commencement of an IMMERSE Course, we will refund in full the outstanding Course Fee to the Student/Client immediately.
- There is no refund for IMMERSE Courses confirmed by IMMERSE, *except* in the event that:
  - A confirmed IMMERSE Course needs to be canceled by IMMERSE
  - An IMMERSE Course which has commenced ceases to continue, and the Student/Client declines the revised arrangements offered by IMMERSE. IMMERSE will refund in full or on a pro-rata basis no later than one month after the notification date of Course cancellation.

### Student/Client's Responsibilities

Student/Client agrees:

- not to reproduce, distribute or show to any other person, in whole or in part, any of the class materials, lesson notes, assessments and tests distributed by IMMERSE without the prior written consent of IMMERSE;
- not to solicit or make private arrangements for tuition with instructors employed or contracted by IMMERSE, without prior consent of IMMERSE;
- to abide by the IMMERSE Code of Conduct;
- to check emails regularly for notifications from IMMERSE;
- to attend all classes of their enrolled IMMERSE Courses in order to gain the most value out of them

- to warrant the information provided on the Enrollment form or email at point of booking is accurate, up to date, and if any of this information changes, IMMERSE will be informed immediately;
- not to attend classes if they suffer from any serious illness or contagious disease or any similar thereto

### Technical Prerequisites for On-line Tuition

- In order to participate in tuition via IMMERSE Online Classroom, Student must have access to a fully functional headset and a broadband internet connection. The Student is responsible for ensuring that the technical requirements are met.

### Adverse Weather Conditions Policy

- All classes are automatically cancelled when of **Typhoon Signal No. 8 (or higher)** or **Black Rainstorm Warnings** are in force. Classes will not be refunded but can be re-scheduled.
- IMMERSE continues to service during **Amber/Red Rainstorm Signal** and **Typhoon Signal No. 1**. Cancellations during this time will be charged.
- Classes shall be held if Typhoon Signal No. 8 or Black Rainstorm Signal are lowered TWO (2) hours before the scheduled start time of the class.

### Rights

- IMMERSE reserves the right to change the terms and conditions at any time. Students/Clients will be informed of any changes through our website information or by email.
- IMMERSE reserves the right to cease studies for a Student whose parent has solicited IMMERSE staff to teach in a private capacity. Note that staff is under contract to bring such cases to our attention.
- Cessation of studies is a last resort. In the context of misbehavior, adequate warning and advice will be extended to the Student, and their parents duly informed before issuing notification of the cessation of their studies. All cessation is non-refundable.
- IMMERSE reserves the right to use all material, photographs and videos produced, in part or whole, on IMMERSE premises, in our publications.

### Laws and Enforceability

- All terms and conditions shall be governed by and constructed in accordance with the laws of Hong Kong Special Administrative Region (Hong Kong SAR)
- Disputes arising in conjunction with this legal notice shall be subject to the exclusive jurisdiction of the Hong Kong S.A.R. courts.
- If any part of these conditions is held to be illegal, invalid or unenforceable in any respect such invalidity, illegality or unenforceability shall not prejudice the effect of the rest of these Terms and Conditions to the extent that they are valid, legal and enforceable.