

PARENT AGREEMENT - AUSTRALIA

Preamble

This agreement is made between the parent/guardian and the Instructor as specified below of the Kumon Education Centre. Kumon is a long-term study programme that depends upon **parental support for its success**. For this reason, we ask you to read carefully and then sign this agreement, so that together, we can achieve our goals for your child. In this agreement, 'Kumon' and 'Kumon Agents' mean: Kumon (Australia) Pty Ltd and its franchisees, agents, contractors, employees and sub-contractors.

1. INSTRUCTOR'S COMMITMENT

To ensure that your child gains the maximum benefit from Kumon, I will always endeavour to do the following:

- A. Determine the appropriate starting point to ensure your child experiences success in his/her daily study.
- B. Prepare a study projection from the appropriate starting point.
- C. Prepare and administer worksheets at the appropriate level for your child to study each day.
- D. Keep accurate records of all worksheets and tests completed by your child as a record of his/her study and progress.
- E. Communicate regularly with you to discuss the progress of your child.
- F. Do such other matters or things that I believe to be for the benefit of your child's development.

2. PARENT'S COMMITMENT

- A. *To ensure that my child gains the maximum benefit from Kumon, I will make a strong commitment to:*
 - i. Ensure that my child attends each nominated session and studies at home on a daily basis according to the Instructor's guidance.
 - ii. Ensure that my child arrives for and is picked up from each nominated session on time (where the child attends a centre in person).
 - iii. Notify my Instructor as soon as possible if my child is unable to attend a session so that appropriate arrangements can be made.
 - iv. Ensure that my child completes his/her homework daily, including the recording of name, date, starting and finishing time and that I (or my child) mark and record worksheets according to the advice of my Instructor. I agree this is essential for my child's progress and for the keeping of accurate study records and analysis of home study by my Instructor.
 - v. Properly return or submit all worksheets, both completed and uncompleted, and record sheets to the centre for evaluation, recording, and, in the case of uncompleted worksheets, re-assignment.
 - vi. Support my Instructor to develop my child's reasonable level of understanding of a topic (measured by completion time and degree of accuracy) by accepting appropriate repetition of worksheets when required.
 - vii. Keep the Instructor informed, by email, phone, text, or in person, of any circumstances that could impact on my child's study progress.
 - viii. Read all materials provided and attend parent consultations as required in order to deepen my understanding of Kumon instruction and my child's study situation and thereby support my child's development.
 - iv. Support my child by recognising his/her effort and improvement with encouragement and praise.
 - x. Ensure that tuition fees are paid on time and acknowledge that worksheets may not be issued to my child if the fees have not been paid.

B. Fees and Charges

I agree and acknowledge that:

- i. The enrolment fee, monthly tuition fee and fees for study materials other than worksheets are **not refundable in part or in full** under any circumstances unless otherwise agreed by Kumon (Australia) Pty Ltd acting reasonably.
- ii. All monthly tuition fees are payable in advance on a calendar month basis. For example, October's monthly tuition fee is payable before the end of September.
- iii. Kumon encourages continuous study. However, in the event that my child is unable to attend the centre the following month (whether in person or online), I must notify the Instructor by the 15th of the current month. If notice is not given by the 15th of the current month, the full tuition fee for the following month is due and payable.
- iv. If my child is absent from the centre for three months, and does not resume and pay full fees in the fourth month, I will be required to pay another enrolment fee should I choose to re-enrol.
- v. If my child wants to transfer to another subject or centre, I must provide notice by the 15th of the current month. If such notice is not given, I accept that the monthly fee for the following month is payable.
- vi. The Kumon Education Centre reserves its right to change its days of operation or close for a certain period of time due to public holidays or holiday periods (e.g. for a period up to 3 weeks over the Christmas/New Year period) and/or any unforeseeable event (e.g. an act of God). In such event, the Kumon Education and/or Kumon (Australia) Pty Ltd will advise parents of such change as early as practicable through written and/or direct communication. I agree and acknowledge that no fees will be refundable given that worksheets will still be provided to my child during that closure period.
- vii. In the event that the fees are not paid by the due date, Kumon has the right to charge all reasonable costs and disbursements incurred by Kumon to process or recover such fees.

C. Liability

- i. I will inform the Instructor if my child suffers from any ailment or disease that may affect other students or if my child requires special medical attention.
- ii. If the Instructor determines that my child needs medical attention and for any reason I cannot be contacted, I authorise the Instructor to seek medical attention at my cost.
- iii. I hereby release Kumon and Kumon Agents from all claims, liabilities, and losses in respect of any damage, loss or injury suffered by me or my child except as a result of any negligence or wilful act of Kumon and Kumon Agents.
- iv. I hereby indemnify Kumon and Kumon Agents from all claims, costs or damages arising out of any loss, damage, or injury to any person or property caused or contributed by me or my child.
- v. I acknowledge that Kumon (Australia) Pty Ltd is bound by the Australian Privacy Principles under the Privacy Act 1988 (Cth) as amended and that any issues in connection with Kumon (Australia) Pty Ltd's approach to complying with these Principles should be directed to the Privacy Officer. If requested, a copy of Kumon (Australia) Pty Ltd's Privacy Policy will be provided.
- vi. I agree and acknowledge that the collection of personal information is for the purpose of administering the Kumon Education Centre and monitoring and improving the student's performance as well as the performance of the Kumon Education Centre.
- vii. I acknowledge that any private or personal information of my child ("Private Information") collected by the Kumon Education Centre and Kumon (Australia) Pty Ltd will only be disclosed to the child and the parent named below unless:
 - a) the parent provides a written consent to disclose the Private Information to another person; or
 - b) as may be required or authorised by or under an Australian law or a court/tribunal order.

3. PRIVACY COMMITMENT

- A. Kumon is bound by the Australian Privacy Principles established under the *Privacy Act 1988* as amended and New Zealand's 12 Information Privacy Principles established under the *Privacy Act 1993* ("Principles"). Protecting your privacy and the confidentiality of your personal information is fundamental to the way Kumon does business.
- B. Your personal information we collect or currently hold will be used for the purpose of administering our Kumon Education Centre and monitoring and improving the student's performance as well as the performance of our Education Centre.
- C. Your personal information may only be disclosed:
 - i. to your parent/guardian (if you are a minor),
 - ii. as may be required or authorised by or under applicable laws or a court/tribunal order, and/or
 - iii. to our overseas related entities including but not limited to Kumon Japan and Kumon North America.
- D. Kumon is committed to supporting and complying with the Principles that set clear standards for the collection, access, storage, use and disclosure of personal information which we may obtain from you as part of our business operation.
- E. If you have any query or complaint regarding our approach to compliance with the Principles, wish to access or correct your personal information held by us, and/or to request a copy of our privacy policy, please visit <http://au.kumonglobal.com> or contact the Privacy Officer on +61 2 9467 2260.

Declarations

Parent Agreement & Privacy Commitment

I have read and agreed to the Parent Agreement - Australia (English)

- A. I am the parent and/or legal guardian of the child(ren) who wish to be enrolled in this Kumon Education Centre whose details were entered as part of this registration;
- B. The information supplied on or with this form is correct;
- C. I am aware that I must immediately advise Kumon if any information provided in this form is incorrect or if there is a change in the student's circumstances that is relevant to his/her studies at the Kumon Education Centre;
- D. I have read and understand Kumon's Privacy Commitment;
- E. I acknowledge that I have read and fully understood the terms and conditions set out above and agree to be bound by them.
- F. I would like my child to be enrolled in the Kumon Education Centre I have selected while completing this registration.
- G. In the event that a new instructor takes over the Kumon Education Centre, by having my child(ren) remaining enrolled with the centre, I agree and acknowledge that all terms and conditions set out in this parent agreement will be binding upon me with respect to the new instructor. Any obligation of the parent which is due for performance before the new instructor takes over remains owing to the previous instructor (and vice versa).