



TERMS AND CONDITIONS - IELTS GUARANTEE PROGRAMME with Graceyard Education Limited ('we' or 'us' or 'our')

FLEXIBLE STUDY PERIOD - The study period is agreed by the student ('the student' or 'you' or 'your') upon or after enrolment to our IELTS TEST GUARANTEE PROGRAMME ("ITGP"). The study period is usually, but not necessarily, 180 days.

LESSONS – ITGP does not set a minimum number of lessons to host within the study period, but for students who enroll in chosen components - out of reading, writing, speaking, and listening - the tutor team will commit as much time as needed in their discretion in teaching and other work such as marking assignments for the student. For the writing component, for example, the tutors will teach writing and examination skills of the concerned test as well as mark a number of writing assignments for the student.

REFUND ON COMPONENTS –You are guaranteed to reach the required scores on individual components or overall scores, whichever are applicable, in either one of two test attempts (Referred to below as "2TA"). If the guarantee score cannot be achieved for certain components in all of 2TA, refund will be made proportionally. E.g. if all of the other two components have reached guarantee in at least one attempt, but not speaking and writing for a guarantee of all four individual components or an overall score, then 50% (i.e. two over four) of the fee will be refunded.

REFUNDABLE PORTION - Subject to mutual agreement between you and us, the commonly refundable amount (CRA) could be up to 100% of your payment or part thereof. In some cases, for example, we may charge and keep 50% of your payment as administration fee. This may happen when, say, we feel that your required scores are particularly hard to achieve, but we guarantee them anyway. In situations like this, the administration fee we charge reflects our extra risks of guaranteeing you, and so only the rest, in this example, being 50% of your payment will be the CRA, and thus subject to refund even if our guarantee for you completely miss all component targets in all 2TA.

MUST CHOOSE ALL FOUR COMPONENTS FOR UP TO 100% REFUND - Note that if you have not chosen all four components for ITGP, then only 50% of the CRA is subject to refund ('STR'), the other 50% will be kept by us and is non-refundable. So if you have chosen to guarantee only speaking and writing and pay, say, \$3000 of fee (and assuming 100% of payment is CRA), then 50% of CRA i.e. \$1500 will be charged and kept by us, and the maximum possibly refundable amount will be the rest being \$1500, and if eventually writing does not achieve the required score after 2TA, then \$750 will be refunded being the proportion specified in the paragraph REFUND ON COMPONENTS above.

BEST EFFORT COMMITMENT – The student commits to do his/her best in each test attempt. As such, he/she must achieve minimum scores in all four components in each of the attempts, which will be mutually agreed on upon signup to ITGP. If the score of a particular component (e.g. speaking) of a given test attempt fails to meet the minimum score, the attempt will be counted towards 2TA, but it cannot be construed as a score not reaching a guaranteed score. E.g. the speaking component has been agreed at a minimum of 4, and a score report shows 3.5 or lower, then the student cannot use that score for the sake of refund as the score is too low and does not reflect the true lowest ability of the student. That is, he/she has not honestly tried hard and that dishonest score will conversely be treated as having achieved the guaranteed score for that component, fulfilling our obligation for guarantee and ending the programme for him/her with no refund.

TIME TO TAKE THE TESTS - Unless otherwise mutually agreed, all test sittings must be taken after the preparation period, e.g. after 90 days of 180 days of study, after signing up for the guarantee arrangement. The student must notify us the dates of his or her tests by email to info@graceyard.hk, at least 72 hours before each test sitting begins.

EXAM VERSIONS – a student will sign up for an agreed version (e.g. 'Academic' or 'General Training'), which cannot be changed afterwards without prior written consensus from us.

TO GET REFUND, FAILED RESULTS MUST BE PROVIDED - To get refund for failed scores, the student must provide personal identity to prove that he or she is the test taker, as well as the corresponding test report. Results may be provided in electronic means acceptable to us, or physically (Note: presenting test result report with failed results is the only way to claim refunds. In other words, it's the student's responsibility to take and completely finish all two test sittings to the best of his or her ability before the study period expires). In the case of sickness, absence in the test or incomplete attempt(s) will not be counted as a sitting and must be re-attempted, and official medical proof must be provided to us within 30 days after the related test date.

EMAIL REFUND REQUESTS AS SOON AS POSSIBLE - A refund request email with proof of official test results must arrive at the email address info@graceyard.hk within 30 days after the official test result issuance date, which is usually the date printed on the official test

Graceyard Education Limited

The contract created by this agreement is governed by the laws of Hong Kong. (Terms Version 1.4, 2020.07.)



report. If we require an original copy, then it must be shown physically to us at our centre before a refund will be issued;

HOW REFUND IS MADE – Arrangement of refund takes up to 45 days after the request presentation of failed test results, or 30 days after provision of result proof, whichever is later. It will be paid back to your credit card or PayPal account but if that is unavailable, alternative arrangements such as bank account deposits will be made at our discretion.

CANCELLATION – We reserve the sole discretion to cancel the ITGP with you at any time. This may happen, say, when we believe that a student's request for guarantee scores or period is unrealistic although payment has been made, or he or she is not putting in enough study effort required by the tutor. If the cancellation is not due to disciplinary issues such as disruptive behaviours in lessons, the amount of STR will be refunded.

~ End of content ~