



Speech by

**Mr JIM PEARCE**

**MEMBER FOR FITZROY**

---

Hansard 22 October 2002

### **KINETIC EDUCATION**

**Mr PEARCE** (Fitzroy—ALP) (7.14 p.m.): Today I issue a warning to parents considering signing up for computer based educational programs designed to assist their children in making the most of their senior schooling. Of particular concern to me is a product called Your Learning Advantage, marketed by a company known as Kinetic Education, based in Victoria and contracted to families in Mackay, Rockhampton and the coal mining towns of the central highlands.

In issuing this warning I wish to highlight the case of Aaron and Tracey Pilcher, the problems their sons encountered with this program and the couple's subsequent efforts to secure a refund. In April 2001 the Pilchers purchased the Kinetic Education program through the company's authorised distributor in Mackay, a Mr Wayne Aspland of One World Education. They paid \$5,200 for a package designed to assist their two high school aged sons with their school work, particularly in the areas of senior maths and senior sciences.

Six months after the initial purchase Mr and Mrs Pilcher contacted Mr Aspland at One World Education with serious concerns about the program as a result of the poor marks their sons were receiving. In fact, after following the program the Pilchers' eldest son went from recording very high and high achievements to a low achievement in maths. The son also found it difficult to locate specific study areas on the program, not only in maths but also in chemistry and physics. A younger brother also had trouble finding units to help him with maths topics he was covering at school. Both boys were doing the lessons on the program but found they needed further information to assist them with their school studies, information that they clearly could not find in the program. A maths tutor visited the boys twice in the early days and confirmed that they were indeed using the program as directed. But given their worrying school results, Mr and Mrs Pilcher felt it was no longer appropriate to keep them on the program and they sought to return it to the company and claim a refund.

As the Mackay distributor for the product, Mr Aspland was the main point of contact for the Pilchers. In early discussions with the Pilchers Mr Aspland, under instruction from his employer, quoted the company line that the couple was not entitled to a refund of the purchase price because the boys had not consistently used the product as per the rules. Those rules, embedded in the contract, were that the program must be used consistently for 30 minutes three times a week for a full 12-month period, otherwise the money-back guarantee was void. The Pilchers were informed that, although their sons had used the programs occasionally, they had not used them consistently enough to be eligible for a refund. The reality is that, because of the negative impact the program was having on their results, the Pilchers had no alternative but to take their sons off the program before the end of the 12-month period. What parent would not have done the same when it was clear that the program was having such an adverse effect on their child's studies?

The last tutor to visit the family—a visit arranged by Mr Aspland—actually stated that they believed the company should refund the Pilchers their money. In an effort to mediate a solution agreeable to all parties, Mr Aspland eventually sought the assistance of the company's head office in Victoria. But Kinetic Education's Jonathan Sanghvi has continued to stick to his guns, maintaining that the family is not entitled to a refund.

In light of the last tutor's advice, Mr Aspland was finally convinced that a refund was warranted and felt the company should have bitten the bullet and given the Pilchers their money back. Mr Aspland has been so upset by Kinetic Education's continued refusal to do so he has now cut all ties with the company and is assisting the Pilchers in their fight for compensation. Mr Aspland by his action has ensured his own credibility on this issue. The company line is that a refund will not be granted if the program was not used in accordance with the conditions of the contract. The family's argument is that the contract's conditions were unrealistic and flawed in the first place.

Time expired.

---