



Lifetime Learners Pty Ltd

ACN 126 219 761



Fee Collection and Refunds Policy

This policy appears under clause 16 of Lifetime Learners' Terms and Conditions.

This policy must be read in parallel with Lifetime Learners' Terms and Conditions.

In the event of conflict between this policy and Lifetime Learners' Terms and Conditions, Lifetime Learners' Terms and Conditions will prevail.

1. Fees Collection and Refunds Policy

- a. All fees are payable prior to the commencement of any class. We accept payment by cash, cheque, Major Credit Card, EFTPOS, Direct Deposit or PayPal.
- b. Where invoices are issued, terms are strictly 14 days from date of invoice.
- c. Fees in arrears for more than 30 days may result in withdrawal of service and be subject to Lifetime Learners' collection procedures, including referral to our collection agents.
- d. You agree to pay all costs incurred by us in the collection of outstanding fees, including but not limited to Collection Agent's fees, solicitors fees on an indemnity basis or solicitor and own client basis, bank fees and charges, including dishonoured cheques and card payments. These costs will be added to the outstanding balance of your account.
- e. It is your responsibility to advise us of any difficulty that you have in paying your fees by the due date.
- f. *This part of our terms and conditions must be read in conjunction with s7, s10, s11, s12 and s16 (h).* Where fees have been paid in advance and the student's enrolment is terminated by you or by us, we reserve the right to charge the student at the *Pay As you Go* or *Casual* rate for all classes scheduled during the payment period up to and including the termination date of enrolment prior to calculating the amount of any refund that we make to you. A minimum fee equivalent to two (2) classes may be charged in respect of any termination of enrolment.
- g. *This part of our terms and conditions must be read in conjunction with s7 above.*
 1. Where a client chooses to "Pay As You Go" or pay at the "Casual" rate and cancels a scheduled class within 24 hours of class commencement, the full fee will still be charged unless the cancellation is made for unforeseen genuine medical or other emergencies. Proof of the emergency is required. Where the cancellation is made for unforeseen genuine medical or other emergencies, a make up tutorial may be scheduled at the discretion of Lifetime Learners. Where cancellation is made with at least 24 hours notice, the full fee will not be charged unless a make up tutorial can be arranged. Any and all make up tutorials must be taken within the same school term as the missed lesson or lessons.
 2. Where a client chooses a prepaid package of lessons and cancels a scheduled class within 24 hours of class commencement, the full fee will still be charged unless the cancellation is made for unforeseen genuine medical or other emergencies. Proof of the emergency is required. Where the cancellation is made for unforeseen genuine medical or other emergencies, a make up tutorial may be scheduled at the discretion of Lifetime Learners to be taken at any time up to the expiry date of the client's prepaid package. **No refunds are available for missed lessons. All prepaid lessons, including any make up lessons, must**

be used prior to the expiry date of the client's pre-paid package. Lessons, including make up lessons, unused after the expiry date of the client's prepaid package are lost.

3. Where a client chooses a prepaid package of lessons and cancels a scheduled class for any reason giving at least 24 hours notice prior to class commencement, the full fee will not be charged. The client may, by appointment, attend a makeup tutorial at any scheduled class time prior to the expiry of their prepaid package. **No refunds are available for missed lessons. All prepaid lessons, including any make up lessons, must be used prior to the expiry date of the client's pre-paid package. Lessons, including make up lessons, unused after the expiry date of the client's prepaid package are lost.**
- h. Where a student fails to attend a minimum 70% of scheduled classes within a term we reserve the right to cancel the student's enrolment or charge him/her at the "Pay As You Go" or "Casual" rate and thereafter refund any fees paid in advance on a pro-rata basis.
- i. Special refund provisions apply where a student's enrolment is terminated by us under s8,s10, s11, s12, s13 and s14 of Lifetime Learners' *Terms and Conditions*. A copy of these *Terms and Conditions* is provided to all clients at time of enrolment and is available upon request.
- j. Any and all disputes arising in respect of the payment of fees and charges will be subject to and settled in accordance with Lifetime Learners' *Disputes Resolution Procedures* and Lifetime Learners' *Terms and Conditions*. Copies of these documents are provided to all clients at time of enrolment and are available upon request.

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