



## Home Tutoring

### Terms and Conditions

#### 1. INTRODUCTION

- 1.1. The use of the words "The Company, Lifetime Learners, we, our and us" refer to Lifetime Learners Pty Ltd, its employees and its contractors. The words "client, you and your" refer to whoever is reading this or is making use of our services.
- 1.2. The term "Home Tutoring" refers to any services provided by Lifetime Learners, its employees and its contractors at a client's residence or at any other agreed location, for example but not limited to an institutional or a public library or a client's workplace.
- 1.3. The term "Home Tutoring" does not refer to any services provided by Lifetime Learners, its employees and its contractors at any Lifetime Learners Tutoring Centre or any online services including Assignment and Document Editing, Virtual Classroom or eLearning.
- 1.4. These terms and conditions refer to **Home Tutoring** services provided to you by Lifetime Learners.

#### 2. TUTORS

- 2.1. All Lifetime Learners tutors are independent contractors who are registered teachers or other professionals or University students who have current 'Working with Children' checks. Our tutor employment process is designed to ensure the quality of the tutor and the safety of students. We accept no liability for any grievances that occur during a tutoring session.
- 2.2. Our tutors are bound by their contract with Lifetime Learners, including our Tutor Code of Conduct and Non-Compete and Confidentiality clauses. As a client, **you also agree not to solicit, use or hire any of Lifetime Learners' tutors privately, but to make all arrangements for our tutor's services through Lifetime Learners.** Also, if you wish to recommend our tutors to friends and associates, you agree to put them directly in touch with us rather than with your tutor. We will make the tutoring arrangements with the other party.

#### 3. BOOKING A TUTOR

- 3.1. You can book and start tutoring at any time by **either:**
  - 3.1.1. Calling our office in:
    - **Queensland:** 07 3040 8627
    - **New South Wales:** 02 8091 5783
    - **Victoria:** 03 9015 9474; or

3.1.2. By completing an **Enquire Online** form at <http://www.lifetimelearners.com.au/Contact.html>

- 3.2. When you contact us, our consultant will take your details and ask you about the student and their tutoring and learning needs. Our consultant will also ask you about the type and level of tutor that you require.
- 3.3. We are unable to make any guarantee as to whether or not we are or will be able to provide a tutor for your particular circumstances. We will, of course, endeavour to do so.
- 3.4. While we aim to match you with the most suitable tutor as quickly as possible, depending on your location and / or your tutoring requirements, matching a suitable tutor may take between one (1) and five (5) working days.

#### 4. COMMENCING TUTORING

- 4.1. Once we have made a referral to a tutor, the tutor will contact you within two (2) business days to arrange for the commencement of tutoring.
- 4.2. Subject to agreement between you and the tutor, tutoring sessions can be scheduled for any suitable time, day or place, including but not limited to your home, workplace, school, child care or outside school hours care centre, institutional or public library and similar locations.
- 4.3. ***Tutoring commences when our tutor attends a place in Section 1.2 for the purpose of providing Home Tutoring.***
- 4.4. If you decide after the first session that our tutor is not a good match, we will attempt to refer another tutor to you at no extra cost.
- 4.5. Your tutoring continues from week to week, from one school term to another and from year to year until you tell us of your decision to terminate tutoring (See Section 13).

#### 5. REQUIRED NUMBER OF TUTORING SESSIONS

- 5.1. To gain the maximum benefit from tutoring, we recommend regular, weekly sessions with your tutor.
- 5.2. No minimum number of tutoring sessions is required except where you have purchased a **Tutoring Package** from us.

#### 6. TUTORING SESSION LENGTH AND CLASS SIZES

- 6.1. Lifetime Learners home tutoring is 1 to 1, face to face tutoring. We do not offer **Home Tutoring** in groups.
- 6.2. The length of a standard tutoring session is **60 minutes** (1 hour) of tutoring. This is the **minimum** time that our tutor must be on site. Tutoring in excess of 60 minutes must be taken in **10 minute blocks**.
- 6.3. Where a single tutor provides a tutoring session that is divided between multiple students, for example, 2 or more students in the same family, the **minimum amount of tutoring that each student receives** during the session must be **30 minutes of 1 to 1 tutoring**.

## 7. TUTORING SESSIONS

- 7.1. A parent or other responsible adult must always be at the agreed tutoring location during a tutoring session for any student under the age of 18 years. Our tutors are not authorized to transport students.
- 7.2. After each tutoring session, our tutor will complete their timesheet online. Each week, you will receive a copy of the tutor's timesheet listing all your tutoring sessions for the week. You are required to verify tutoring by providing verification electronically online. You can also reject the tutor's timesheet where it is inaccurate and provide us with a reason for rejection so that corrections can be made.
- 7.3. You agree to provide and maintain a safe working environment for our tutor at all times.
- 7.4. You must comply with our privacy policy, which can be viewed or downloaded at: <http://www.lifetimelearners.com.au/Policies/Centres/Privacy.pdf>

## 8. CHANGES IN SESSION TIME

- 8.1. If you need to change a session time due to illness, school commitments, specialist appointments etc., please advise your tutor as early as possible. Our tutors require a minimum of 24 hours notice of changes to your tutoring session.
- 8.2. If you fail to give the required notice, the tutor is entitled to record the scheduled session on their timesheet. Your session will be treated as "Missed" (see below).

## 9. LATE FOR TUTORING

- 9.1. If you are going to be late for a tutoring session, we would appreciate your courtesy by telephoning your tutor. If a student is more than 15 minutes late without explanation, the session will be treated as 'missed' (see below).

## 10. MISSED SESSIONS

- 10.1. **(Weekly / Casual Tutoring; Tutoring Packages – Post Paid)**
  - 10.1.1. When a minimum of 24 hours notice is provided for a cancellation, you will not be charged. Your tutor may, at their complete discretion and subject to their availability, offer to re-schedule the session for you.
  - 10.1.2. When a minimum of 24 hours notice is not provided for a cancellation, you will forfeit the session and incur a fee equal to the cost of the missed scheduled tutoring session.
- 10.2. **(Tutoring Packages – Paid in Advance)**
  - 10.2.1. Tutoring Packages requiring payment in advance are structured to be used within time limits that allow for some client absences. All tutoring sessions must be taken within the time limits specified for the Tutoring Package that has been purchased. Tutoring packages cannot be extended and no refunds will be given where a client cancels tutoring sessions and the time limit applicable to the Tutoring Package they have purchased subsequently expires.

10.2.2. When a minimum of 24 hours notice is provided for a session cancellation, your tutor may, at their complete discretion and subject to their availability, offer to re-schedule the session for you within the time limits of your Tutoring Package. A rescheduled session cannot, however, be guaranteed.

10.2.3. When a minimum of 24 hours notice is not provided for a session cancellation, your tutor is not required to reschedule the missed session.

## 11. EXTENDED ABSENCE

11.1. If you miss more than two consecutive tutoring sessions without explanation, your enrolment in tutoring may be terminated automatically by us. You will be required to pay for any tutoring sessions that you have used.

## 12. TUTOR ABSENCE

12.1. Our tutors are expected to extend the same courtesy to you as they expect from you if they cannot attend a tutoring session for any reason. If your tutor is absent and has not contacted you, attempt to contact them. If this fails, contact Lifetime Learners.

**You will not be charged for any absence by a tutor.**

## 13. TERMINATION OF TUTORING

13.1. You may terminate tutoring at any time by giving our office in person, by Post, by electronic means or by telephone the amount of notice in 13.2.

13.2. The amount of notice required when terminating tutoring is **5 business days**.

## 14. TUTORING FEES

14.1. The cost of tutoring will be quoted to you by our consultant and confirmed in writing by email at time of booking.

14.2. Once tutoring commences (Section 4.3), we consider **ALL** your scheduled tutoring sessions to be **FIRM BOOKINGS** and **normal fees and charges apply**.

14.3. We go to great lengths to ensure that we employ only the highest quality, best qualified and most reliable tutors. We believe that our tutors deserve to be paid for their work so **we do not give free trial tutoring sessions**.

14.4. The **minimum fee** that we will charge you is our fee for **60 minutes** of tutoring. **Tutoring in excess of 60 minutes** will be charged **in 10 minute intervals**.

14.5. You will be advised in writing at least two weeks prior to any change in tutoring or administration fees.

## 15. PAYMENT OF FEES

15.1. By engaging our tutor, you agree to pay for **ALL** tutoring sessions that you have scheduled with them.

15.2. Since our tutor is not able to offer your scheduled tutoring session to another student in the event of your absence, you **MUST** pay for **ALL** tutoring sessions that you have scheduled with the tutor, including those that you do not attend.

- 15.3. You **will not have to pay** for a scheduled tutoring session if the tutor is unable to attend or is, in some other way unable to provide the service.
- 15.4. You **will not have to pay** for missed tutoring under Section 10.1 where you and the tutor have agreed to cancel a scheduled tutoring session (e.g. during school holiday breaks) or where you cancel a tutoring session having given the amount of notice required.
- 15.5. You **will not have to pay** for missed tutoring under Section 10.2 where the tutor or Lifetime Learners, for reasons other than the effects of cancellations by you, have been unable to complete your Tutoring Package within its advertised time limit. In the event that we or our tutor are not able to complete your Tutoring Package within the advertised time, we will, at our discretion, either extend the time limit of your Tutoring Package or refund any unused pre-paid tutoring sessions.
- 15.6. If you have purchased a **Tutoring Package** for a fixed number of hours and you terminate tutoring before completing the package, any tutoring that you have used will be adjusted to and charged at the current '**Weekly-Direct Debit**' rate.
- 15.7. All tutoring fees must be paid within **7 days of Invoice**.
- 15.8. **Our tutors are not permitted to receive payments directly from clients.**
- 15.9. Payment may be made by:
- 15.9.1. **Direct Debit** from your MasterCard or Visa Card. If you pay by direct debit, the fees payable will be debited on the first working day of the week following the tutor notifying us that a tutoring session has taken place; **or**
- 15.9.2. **Any of the following methods:**
- 15.9.2.1. Internet or Telephone Banking using MasterCard or Visa.
- 15.9.2.2. BPay.
- 15.9.2.3. Post BillPay (at any **Australia Post Outlet**)
- 15.9.2.4. Cheque payable to "Lifetime Learners"
- 15.9.3. Details about how to make payments are listed at the bottom of your invoice
- 15.10. Tax Invoices will be emailed to you weekly on the first working day of the week. Your Tax Invoice will be itemised for any and all tutoring listed on our tutor's timesheet for the previous week plus any previously unbilled tutoring or other fees.
- 15.11. You may request a receipt or a Statement of your account at any time by contacting our office.
- 15.12. Overdue and unpaid fees will be handled in accordance with Section 16, below.

## 16. **NON-PAYMENT**

- 16.1. All tutoring accounts are payable within 7 days of invoice. Overdue accounts may be subject to **Late Payment Fees**.
- 16.2. If you do not pay your tutoring account, we may also suspend your tutoring until your account is paid.
- 16.3. If we suspend your tutoring and you do not pay your tutoring account within 14 days, we will terminate your tutoring without further notice.

16.4. Accounts that remain outstanding 30 days from invoice will be referred to our collection agent for recovery. Any additional costs incurred by us in the recovery of your fees will be added to your account to the extent permitted by law.

#### **17. REFUNDS POLICY**

- 17.1. Home Tutoring is billed to and paid for by the client after tutoring has taken place.
- 17.2. You should notify our office immediately that you become aware of any dispute or discrepancy in relation to our tutor's timesheet, the standard of tutoring provided or any invoice or Statement of Account that you receive from us.
- 17.3. All matters arising in 17.2 are governed by Section 22, below. You will not be required to pay for any matter under dispute until such time as the matter is resolved.
- 17.4. You will not be entitled to a refund for any booked sessions if you do not give us the amount of notice required under Section 10 or Section 13, above.
- 17.5. Tutoring Packages for a fixed number of hours that are terminated early (Section 15.6) will be adjusted before any refund is given.
- 17.6. We will refund to you any booking fee, deposit or pre-payment that you have made for **Home Tutoring** in the event that we are not able to supply a suitable tutor or suitable alternative tutor or tutors to carry out the tutoring.

#### **18. ACCEPTANCE OF TERMS AND CONDITIONS**

- 18.1. You have signified acceptance of these terms and conditions by utilizing our services. You will be prompted should you be required to accept any terms not stated in these terms and conditions.

#### **19. CLIENT WARRANTIES, LIABILITIES AND UNDERTAKINGS**

- 19.1. You agree to indemnify and keep indemnified and hold us harmless from and against any claim brought against us by a third party resulting from the provision of services by us to you.

#### **20. CHANGES TO TERMS AND CONDITIONS**

- 20.1. We may change the Terms and Conditions of this agreement at any time. Current Terms and Conditions will always be displayed on our website.

#### **21. CORRESPONDENCE**

- 21.1. The normal means of us contacting you or you contacting us for invoicing and other official business will be by Email, facsimile, post, SMS or telephone.
- 21.2. Our contact details can be found at:  
<http://www.lifetimelearners.com.au/Contact.html>

#### **22. GRIEVANCES and DISPUTES**

- 22.1. All grievances and disputes arising from the services outlined in these terms and conditions will be handled in accordance with Lifetime Learners' Disputes Resolution Policy. This policy may be viewed or downloaded at:  
<http://www.lifetimelearners.com.au/Policies/Centres/Disputes.pdf>