

Home & Online Tutoring

Terms of Service

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 terms “Home Tutoring” and “Face to Face Tutoring” refer 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 terms “Home Tutoring” and “Face to Face 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. The term “Online Tutoring” refers to any services provided by Lifetime Learners, its employees and its contractors using Lifetime Learners Virtual Classroom.
- 1.5. The term “Online Tutoring” does not refer to any services provided by Lifetime Learners, its employees and its contractors at any Lifetime Learners Tutoring Centre, 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 or any non-tutoring online services provided by Lifetime Learners including Assignment and Document Editing or asynchronous eLearning.
- 1.6. Except as outlined above, these terms of service refer to **All Home Tutoring** and **Online Tutoring** services provided to you by Lifetime Learners.

2. TUTORS

- 2.1. All Lifetime Learners Tutors are employees of the Company. All 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.
- 2.2. Our tutors are bound by their employment agreement with Lifetime Learners, including our Tutor Code of Conduct and Non-Compete and Confidentiality clauses. As a client, **you agree not to solicit, use, or hire any of our tutors privately, but to make all arrangements for our tutor’s services through us.**

2.3. We encourage you to recommend our service to your friends, family, and associates. If you wish to recommend our tutors, 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 **Online Enquiry** form via our website at www.lifetimelearners.com.au

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 may 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 assigned a tutor, they 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, childcare or outside school hours care centre, institutional or public library and similar locations, or online in or Virtual Classroom.

4.3. ***Tutoring commences when our tutor attends or logs into a place and at a time in Section 4.2 for the purpose of providing tutoring.***

4.4. If you decide after the first session that our tutor is not a good match for the student, we will attempt to assign 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.

5. REQUIRED NUMBER OF TUTORING SESSIONS

5.1. To gain the maximum benefit from tutoring, we recommend regular, weekly sessions with your tutor during the school term. Tutoring over school holiday periods may be available by consultation with your tutor.

5.2. No minimum number of tutoring sessions is required except where you have purchased a **Tutoring Package** from us for a specific number of hours.

6. TUTORING SESSION LENGTH AND CLASS SIZES

- 6.1. Home tutoring is generally 1 to 1, face to face tutoring.
- 6.2. Online tutoring is generally 1 to 1.
- 6.3. We may offer group tutoring subject to the conditions that our tutor is suitably qualified and that all students in the group are in the same year level and studying the same subject.
- 6.4. The length of a standard 1 to 1 tutoring session, whether Home Tutoring or Online Tutoring is **60 minutes** (1 hour) of tutoring. This is the **minimum** time that our tutor must be on site or online. Tutoring in excess of 60 minutes must be taken in **15-minute blocks**.
- 6.5. Where a single tutor provides a 1 to 1 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 **45 minutes of 1 to 1 tutoring for each primary student** and **60 minutes of 1 to 1 tutoring for each secondary student**.
- 6.6. All group tutoring sessions, whether Home Tutoring or Online Tutoring are limited to a **maximum of 5 students**.
- 6.7. **All group tutoring must be booked and paid for in advance.**

7. TUTORING SESSIONS

- 7.1. All tutoring in your home must take place in a public area of the house that is open to view by other adults. Bedrooms or any other secluded area in your home must not be used for tutoring.
- 7.2. Tutoring that takes place in a library or similar location must take place in a space or a room that is open to view by other adults. A study room may be a suitable place provided that it contains glass windows and/or doors that allow the tutor and student (s) to be observed from outside the room by other adults.
- 7.3. 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 or “baby sit “students.
- 7.4. After each tutoring session, our tutor will verify their attendance and submit their session notes to Lifetime Learners for approval, you will receive a copy of the tutor’s session record by email.
- 7.5. You must provide and maintain a safe working environment for our tutor whenever they are in attend your home to provide Home Tutoring.
- 7.6. Bullying and harassment in any form by any client, client representative, student, tutor or the associates of any of these is not acceptable and will not be tolerated. Incidents of bullying or harassment should be reported immediately to Lifetime Learners.
- 7.7. Lifetime Learners is committed to providing safe and nurturing learning environments for all children. Our Child Safety Statement can be viewed at: <https://www.lifetimelearners.com.au/Policies-Child-Safety.html> . Concerns or breaches of our Child Safety Statement should be reported immediately to Lifetime Learners.
- 7.8. You must comply with our privacy policy, which can be viewed or downloaded at: <https://www.lifetimelearners.com.au/Policies/Centres/Privacy.pdf>

8. SWITCHING BETWEEN FACE TO FACE AND ONLINE TUTORING

- 8.1. You may switch between Face to Face and Online Tutoring at any time without cost, subject to agreement between you and your tutor. Online tutoring sessions must be scheduled by Lifetime Learners, so you may need to allow 5 to 7 days for the change to be set up.

9. CHANGES IN SESSION TIME/CANCELLATIONS

- 9.1. If you need to change a session time or cancel a session 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.
- 9.2. If you fail to give the required notice, the tutor may, at their discretion and without further notice, submit the scheduled session as completed. Your session will be treated as “Missed” (see below).

10. LATE FOR TUTORING

- 10.1. 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).

11. MISSED SESSIONS

11.1. (All Standard 1 to 1 Tutoring and Group Tutoring Arrangements)

- 11.1.1. 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.
- 11.1.2. 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.

11.2. (Pre-Paid Tutoring Packages)

- 11.2.1. Tutoring Packages, where offered, require payment in advance and 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. Missed or otherwise unused hours remaining after the expiry of your Tutoring Package will be lost.
- 11.2.2. 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.
- 11.2.3. When a minimum of 24 hours notice is not provided for a session cancellation, your tutor is not required to reschedule the missed session.

12. EXTENDED ABSENCE

12.1. 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.

13. TUTOR ABSENCE

13.1. 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 delayed or otherwise 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.**

14. TERMINATION OF TUTORING

14.1. 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.

14.2. The amount of notice required when terminating tutoring is **24 hours**, except for pre-paid tutoring packages where **5 business days' notice is required**.

15. TUTORING FEES

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

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

15.3. 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**.

15.4. The **minimum fee** that we will charge you for 1 to 1 tutoring is our fee for **60 minutes** of 1 to 1 tutoring. **Tutoring in excess of 60 minutes** will be charged in **15-minute intervals**.

15.5. The **minimum fee** that we will charge you for Group Tutoring is our Group Tutoring fee for **90 minutes** of tutoring. **Tutoring in excess of 90 minutes** will be charged in **15-minute intervals**.

15.6. If you have purchased a **Tutoring Package** requiring pre-payment, we will Invoice you for the total **cost of the package in advance**, which you may pay either as a lump sum or by regular weekly instalments using Direct Debit.

15.7. Fees for tutoring are normally adjusted on 1st January each year and remain current until 31st December each year. We will advise you in writing at least two weeks prior to any change in tutoring or other fees that occur outside these dates.

16. PAYMENT OF FEES

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

- 16.2. 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 if you have not given the required notice of cancellation.
- 16.3. 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.
- 16.4. 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.
- 16.5. You **will not have to pay** for a missed online tutoring session where we have not been able to provide the service due to a service disruption, fault or failure of our hardware or software or that of our Virtual Classroom provider, "Electa Live".
- 16.6. You **will not have to pay** for support services provided by Lifetime Learners to ensure that you can connect to our Virtual Classroom.
- 16.7. You **will still have to pay** for a missed online tutoring session if a disruption, fault or failure occurs due to the quality or speed of your Internet connection, your computer or device hardware or software or their settings being incompatible with our Virtual Classroom or your failure to download and install the most recent version of our Virtual Classroom software on your computer or device.
- 16.8. You **will not have to pay** for missed tutoring under Section 10.2 where the tutor or Lifetime Learners, for reasons other than then 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.
- 16.9. 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 **Standard Tutoring** rate.
- 16.10. All tutoring fees must be paid within **7 days of Invoice**.
- 16.11. **Our tutors are not permitted to receive payments directly from clients.**

17. PAYMENT METHODS

17.1. Payment may be made by:

- 17.1.1. **Direct Debit** from your MasterCard or Visa Card. This is our **preferred payment method**. You will be asked to provide us with an authority to take payment directly from your account. You can revoke this authority at any time. If you pay by direct debit, the fees payable will be debited following tutoring. Direct Debit payments do not incur any service fees or charges.
- 17.1.2. **Any of the following methods:**
 - 17.1.2.1. Internet or Telephone Banking using MasterCard, Visa or BPay.
 - 17.1.2.2. Online payment using Amex, MasterCard, Visa or BPay.

17.1.2.3. Post BillPay (at any **Australia Post Outlet**)

17.1.3. Details about how to make payments are listed at the bottom of your invoice.

Payments made by methods **other than Direct Debit** may incur service fees and charges. These represent the actual cost to us of accepting your payment and will be added to your next invoice. **Please note that from 1st January 2019 Lifetime Learners will no longer accept payments by cheque.**

17.2. Tax Invoices will be emailed to you following tutoring. Your Tax Invoice will be itemised for any and all tutoring listed on our tutor's session record plus any previously unbilled tutoring or other fees. If you have paid by Direct Debit, you will still receive a Tax Invoice for your records. If you have paid by Direct Debit, your Tax Invoice will contain a "nil" balance.

17.3. You may request a receipt or a Statement of your account at any time by contacting our office.

17.4. Overdue and unpaid fees will be handled in accordance with Section 16, below.

18. NON-PAYMENT

18.1. All tutoring accounts are payable within 7 days of invoice. Overdue accounts may be subject to **Late Payment Fees**.

18.2. If you do not pay your tutoring account, we may also suspend your tutoring until your account is paid.

18.3. If we suspend your tutoring and you do not pay your tutoring account within 14 days, we will terminate your tutoring without further notice.

18.4. 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.

19. REFUNDS POLICY

19.1. Except for pre-paid tutoring packages, tutoring is generally billed to and paid for by the client after tutoring has taken place.

19.2. You should notify our office immediately that you become aware of any dispute or discrepancy in relation to our tutor's attendance, the standard of tutoring provided or any invoice or Statement of Account that you receive from us.

19.3. 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.

19.4. 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.

19.5. Tutoring Packages for a fixed number of hours that are terminated early (Section 15.6) will be adjusted before any refund is given.

19.6. We will refund to you any booking fee, deposit or pre-payment that you have made for Tutoring if we are not able to supply a suitable tutor or suitable alternative tutor or tutors to carry out the tutoring.

20. ACCEPTANCE OF TERMS OF SERVICE

20.1. You have signified acceptance of these Terms of Service by using our services. You will be prompted should you be required to accept any terms not stated in these terms and conditions.

21. CLIENT WARRANTIES, LIABILITIES AND UNDERTAKINGS

21.1. 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.

22. CHANGES TO TERMS AND CONDITIONS

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

23. CORRESPONDENCE

23.1. 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.

23.2. Our contact details can be found at:

<https://www.lifetimelearners.com.au/Contact.html>

24. GRIEVANCES and DISPUTES

24.1. 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:

<https://www.lifetimelearners.com.au/Policies/Centres/Disputes.pdf>

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