



Tutoring Terms and Conditions (2023/24)

1. Enrolment Commitment

- Enrolment with BrainFOOD Education is for one full term. The term dates for 2024 are as follows:
 - Term 1: 1 February – 3 April (9 weeks)
 - Term 2: 29 April – 6 July (10 weeks)
 - Term 3: 22 July – 28 September (10 weeks)
 - Term 4: 14 October – 7 December (8 weeks)
- Fees for mid-term enrolments will be charged on a pro-rata basis. Except in cases of extreme hardship or medical emergencies, fees are non-refundable.

2. Privacy Policy

- BrainFOOD Education is committed to protecting the privacy and security of our students' and their families' personal information. We adhere to all applicable privacy laws and regulations. Personal information collected is used solely for the purpose of providing educational services and will not be shared with third parties without consent, except as required by law.

3. Health and Safety Protocol

- The well-being of our students and staff is a top priority. We adhere to strict health and safety standards, including emergency procedures and hygiene practices. In response to public health situations like COVID-19, we may implement additional safety measures and will communicate these to all students and parents.

4. Payment Policy

- Term fees must be paid in full prior to the commencement of the term. Failure to pay by the specified date may result in loss of the student's place, as enrolment is not confirmed until payment is received.
- In certain cases, a payment plan for weekly or fortnightly advance payments may be available. Non-compliance with the payment plan may lead to enrolment cancellation, subject to the two-week cancellation policy.
- Accepted payment methods include credit card (2% service fee applies), direct deposit, and cash on premises. Lesson fees are listed GST exclusive. A late fee may apply for payments received beyond their due date.

5. Make-up Lessons and Absences

- A minimum 24-hour notice is required to qualify for a make-up lesson. Each student is eligible for one make-up lesson per term, subject to availability and the account being in good standing. Overdue fees result in forfeiture of make-up lessons, until the account is brought up to date.
- Make-up lessons must be completed within the same term and cannot be accumulated or rolled over.
- In the event of an unforeseen tutor absence, an alternate qualified tutor will be provided. We strive to maintain continuity but cannot guarantee the availability of the same tutor for make-up lessons.

6. Public Holidays and Adjustments

- Lessons falling on public holidays will be rescheduled. The make-up dates for 2024 are:
 - Fri 29 March (Public Holiday) / Make up date Fri 5 April
 - Sat 30 March (Public Holiday) / Make up date Sat 6 April
 - Mon 1 April (Public Holiday) / Make up date Mon 8 April
 - Mon 10 June (Public Holiday) / Make up date Mon 8 July
- If you cannot attend the rescheduled date, the lesson will be forfeited.

7. Cancellation and Suspension Policy

- Two-weeks notice is required for cancellation of enrolment. Refunds for cancelled classes beyond the Two week period will be processed after this period.
- For planned absences exceeding two weeks, such as family travel, please notify us in advance. Enrolment can be cancelled (subject to the 2-week policy) or continued with payment for the lessons to retain your spot, allowing for one make-up lesson.

8. Conduct and Behaviour

- BrainFOOD Education maintains a respectful and safe learning environment. We reserve the right to cancel enrolment in cases of bullying, harassment, or severe misconduct. Parents will be consulted before any action is taken.

9. Trial Lesson

- One free trial lesson is offered per new student. Existing students may trial an additional subject at a reduced rate, subject to availability.

10. Photography and Media Consent

- BrainFOOD Education occasionally captures photos or videos during sessions for training, promotional, or educational purposes. Consent will be sought from students or their guardians prior to any such activity. Any individual has the right to opt out of this activity by notifying us in writing. As a general rule, no photography is allowed on premises.

11. Limitation of Liability

- While BrainFOOD Education strives to provide the highest quality tutoring services, we are not liable for any indirect, incidental, or consequential damages that may arise from the use of our services. This limitation of liability does not preclude recovery for damages that may be proven to be the result of our gross negligence or intentional misconduct.

12. Intellectual Property Rights

- All educational materials provided by BrainFOOD Education, including workbooks, digital resources, and teaching tools, are the intellectual property of BrainFOOD Education or its licensors. These materials are provided for personal, non-commercial use only and may not be reproduced, distributed, transmitted, or used in any other manner without prior written consent.

13. Updates to Terms and Conditions

- We reserve the right to update or modify these terms and conditions at any time. The most current version will always be available on our website at brainfoodeducation.com.au/terms.pdf
- Changes will be communicated, but regular review of our terms on the website is encouraged. Continued enrolment after changes constitutes acceptance of the new terms.