

## Advance Learning Terms and Conditions

Last update 27 May 2025

Advance Learning, a registered Australian business with an ABN, provides in-person tutoring services. These Terms and Conditions govern your engagement with our tutoring services, including enrolment and payment. By enrolling a student or making a payment, you agree to be bound by these terms.

### 1. Terminology

- **“We”, “us”, “our”**: Advance Learning, registered address: 3/57 Eric Street, Como, WA.
- **“You”**: The parent or guardian enrolling a student in tutoring services.
- **“Services”**: In-person tutoring sessions provided by Advance Learning.
- **“Student”**: The individual receiving tutoring, as enrolled by you.
- **“Enrolment”**: A request to register a student for tutoring sessions, accompanied by payment.

These Terms and Conditions, along with your enrolment, form a contract between you and Advance Learning. This contract may not be amended without our written consent.

### 2. Amendments to Terms and Conditions

We may amend these Terms and Conditions from time to time. You will be notified of changes via email (to the address provided at enrolment) or by posting at our tutoring premises at least 30 days before they take effect. Significant changes (e.g., fee increases) will not apply to existing enrolments for the current term unless agreed in writing. Your continued engagement with our services after the notice period constitutes agreement to the updated terms.

### 3. Eligibility

To enrol a student in our tutoring services, you must:

- Be at least 18 years old.
- Provide accurate and complete information about yourself and the student.
- Be authorized to use the payment method provided.

### 4. Enrolment

- **Process**: You may enrol a student by completing an enrolment form (online or in-person) and paying the required fees.
- **Confirmation**: Enrolments are confirmed upon successful payment and our acceptance. We may reject enrolments (e.g., due to unavailable sessions or incomplete information).
- **Accuracy**: You are responsible for ensuring all information provided (e.g., student name, contact details, academic needs) is accurate. Advance Learning is not liable for errors caused by inaccurate information.

## 5. Pricing

- All prices are in Australian dollars (AUD) and include Goods and Services Tax (GST) where applicable.
- Prices for tutoring sessions are provided in writing at the time of enrolment.
- Fee changes will be notified at least 30 days in advance and will not apply to the current term unless agreed in writing.
- Additional fees (e.g., registration fees) will be clearly communicated before enrolment.

## 6. Payment

- **Methods:** Payments must be made using Visa, MasterCard, or other methods specified by Advance Learning.
- **Security:** Payments are processed by Merchant Warrior, a PCI DSS-compliant provider. Your payment details are encrypted and not stored by Advance Learning. See our Privacy Policy for details on data security and breach procedures.
- **Authorization:** You warrant that you are the authorized user of the payment method. We reserve the right to cancel enrolments if payment is declined or suspected to be fraudulent.
- **Receipt:** A receipt will be provided upon successful payment, detailing the total fees.

## 7. Tutoring Sessions

- **Delivery:** Tutoring sessions are conducted in-person at Advance Learning's campuses specified on your enrolment confirmation (Invoice).
- **Scheduling:** Session times and locations will be confirmed upon enrolment. You are responsible for ensuring the student attends on time.
- **Rescheduling:** If you need to reschedule a session, contact us at least 48 hours in advance. Missed sessions without notice are not eligible for refunds or make-up sessions, except as required by law.
- **Availability:** We strive to maintain scheduled sessions but may reschedule or cancel due to unforeseen circumstances. You will be notified promptly, and alternative arrangements or refunds will be offered.

## 8. Cancellations and Refunds

- **Your Cancellation:**
  - You may cancel an enrolment and request a full refund within 14 days of enrolment, provided no sessions have occurred.
  - For cancellations after 14 days or after sessions begin, we may offer pro-rata refunds or transfer credit to future terms at our discretion.
  - To cancel, contact us at [contact@advancelearning.com.au](mailto:contact@advancelearning.com.au) or 0401297121.
- **Our Cancellation:**
  - We may cancel a session or program (e.g., due to insufficient enrolments or tutor unavailability) and will provide a full refund for affected sessions.
  - We will notify you promptly via email or phone.
- **Consumer Guarantees:** Under the Australian Consumer Law, you are entitled to a refund or remedy if tutoring services are not provided with due care and skill, are not fit for purpose, or fail to meet reasonable expectations. Contact us to discuss remedies, which are not limited by the above cancellation terms.

## 9. Student Conduct

- Students must:
  - Behave respectfully during tutoring sessions, following instructions from tutors and venue rules.
  - Complete assigned homework to support their learning and ensure preparedness for sessions.
  - Attend sessions regularly and punctually, as outlined in Section 7.
- If a student's behaviour disrupts sessions or poses a safety risk, we will provide a written warning and opportunity to improve. We reserve the right to suspend or terminate participation:
  - Without refund for serious breaches (e.g., violence, safety risks).
  - With pro-rata refunds or credits for less severe issues (e.g., repeated non-attendance).
- You are responsible for ensuring the student complies with these expectations.

## 10. Privacy Policy

Our handling of your personal information is governed by our Privacy Policy, available at [www.advancelearning.com.au](http://www.advancelearning.com.au) or upon request at our premises. By enrolling a student, you consent to the collection, use, and storage of your and the student's information as described in the Privacy Policy.

## 11. Security of Information

We use industry-standard measures to protect your data, including encrypted payment processing. However, any information you provide (e.g., via email or in-person forms) is at your own risk. Once received, we take reasonable steps to secure your data. See our Privacy Policy for details on data breach procedures.

## 12. Intellectual Property

- All tutoring materials, worksheets, and content provided by Advance Learning are owned by us or our licensors and protected by copyright and other intellectual property laws.
- You and the student may use materials for personal, educational purposes only. You must not reproduce, distribute, or modify materials without our written permission.
- Content created by the student (e.g., homework, projects) remains the student's property, but we may use it for educational purposes (e.g., assessing progress) with your consent.

## 13. Liability

- **Limitation:** To the extent permitted by law, Advance Learning is not liable for indirect, consequential, or incidental losses (e.g., missed academic opportunities) arising from our services.
- **Consumer Guarantees:** Nothing in these terms excludes or limits your rights under the Australian Consumer Law, including guarantees for services.
- **Force Majeure:** We are not liable for failure to provide services due to circumstances beyond our control (e.g., natural disasters, government restrictions, venue closures).

#### 14. General

- **Waiver:** If we do not enforce any right under these terms, it does not constitute a waiver of that right.
- **Severability:** If any term is found to be invalid, unenforceable, or illegal, the remaining terms remain in full force.
- **Entire Agreement:** These Terms and Conditions, along with the Privacy Policy and your enrolment, constitute the entire agreement between you and Advance Learning.

#### 15. Governing Law and Disputes

- These terms are governed by the laws of Western Australia.
- Any disputes arising from these terms will be subject to the exclusive jurisdiction of the courts of Western Australia.
- You agree to attempt to resolve disputes in good faith through negotiation within 30 days before pursuing legal action. This does not limit your rights under the Australian Consumer Law or other laws.

#### 16. Contact Us

For questions or concerns about these Terms and Conditions, please contact:

Advance Learning

3/57 Eric Street, Como, WA

Email: [contact@advancelearning.com.au](mailto:contact@advancelearning.com.au)

Phone: 0401297121