

# Terms and Conditions

## 1. General

- 1.1. These terms and conditions constitute the complete, binding agreement between all parties with respect to all services and materials provided by Lore Tuition. This binding agreement is absolute and cannot be modified excepting any written document signed by the bound parties. Any other terms and conditions outside of this agreement are invalid and unenforceable.
- 1.2. Terms and conditions or part thereof that are invalid and/or unenforceable will in no way or form affect the validity and/or enforceability of the remaining terms and conditions.
- 1.3. These terms and conditions may be changed or varied at any time and at Lore Tuition's discretion. Parents and/or guardians will be notified in writing of if these changes or variations occur.
- 1.4. These terms and conditions, and the rights and obligations of the parties bound by these terms and conditions, will be governed, and interpreted according to Victorian and Australian law.
- 1.5. Signatory party is hereby defined as the person who signed the enrolment application.
- 1.6. The signatory party warrants that they have the authority to enter the student and their parents and/or guardians into this agreement and guarantees that all obligations will be met in full.

## 2. Fees

- 2.1. All tuition fees quoted by Lore Tuition are per student and must be paid in advance. Enrolment deposits are non-refundable for change of mind.
- 2.2. Tuition fees are non-refundable for change of mind. If the student fails to attend a paid class, no credits will be provided and tuition fees for the class will be forfeited. The Executive team has the right to determine the acceptability of each circumstance and the refund amount before offering a refund.
- 2.3. Refunds will be in the form of credit coupons. It is the responsibility of the student and their parents and/or guardians to hold on to the credit coupons and supply them at the reception when re-enrolling. Only a maximum of two weeks can be refunded per student under the Executive team's discretion.
- 2.4. Lore Tuition reserves the right to vary the fees at any time in our discretion and will notify parents and/or guardians in writing of the changes. If fees are changed, the new fee structure will be effective immediately and applied to all enrolments made after the fee changes.
- 2.5. Credit transfers between students are not permitted. Fees paid for a student cannot be transferred to another student.

- 2.6. Fees for Private Tuition and Online Tuition must be paid in advance. Where an appointment is made, but the student fails to attend without giving a 24-hour notice, a refund may not be issued for the session. Private Tuition and Online Tuition fees will expire and become non-refundable at the conclusion of each term if no contact is made.
- 2.7. Lore Tuition reserves the right to charge a late administrative fee of 2% per day for tuition fees that are overdue. If the fees are overdue for over a term, the weekly rate will be charged in addition to the late administrative fee. Lore Tuition may not allow students to continue attending classes if the fees are not fully paid upfront.
- 2.8. In the event of the account being in default and being referred to an external party for collection the parents and/or guardians shall be liable for all resulting costs arising from the recovery, including commission that would be payable if the account is paid in full and legal costs including demand costs
- 2.9. A deposit of at least \$50 or the fee of one lesson, whichever is greater, must be made to secure enrolment. Deposits are not refundable if the student decides not to enrol. Deposits will expire at the end of each term.

### **3. Tutorials**

- 3.1. Lore Tuition reserves the right to cancel any classes at any time. In the event that a class is cancelled, any fees already paid for the cancelled class will be refunded in full. Lore Tuition shall not be liable for any and all damages incurred as a result of class cancellations.
- 3.2. Attendance of classes will not be enforced by Lore Tuition. It is Lore Tuition's duty to teach students who are present, but responsibility for the student's attendance will be solely that of the student and their parents and/or guardians. However, a record of attendance will be taken and the record will be provided to parents and/or guardians on request.
- 3.3. Lore Tuition provides students with worksheets to complete during class and homework to complete outside of class. Lore Tuition will enforce the completion of homework; however, this responsibility also lies with the student and their parents and/or guardian.

### **4. Medical Attention**

- 4.1. Complete information – including treatment medications - pertaining to any medical condition or illness must be provided to Lore Tuition. A medical history is also required.
- 4.2. In the event that the student requires medical attention as a result of accident, injury, or illness whilst at Lore Tuition, parents and/or guardians will be advised as soon as reasonably possible and Lore Tuition will seek authorisation to attain treatment it deems appropriate for students under 18 years of age. All costs incurred by Lore Tuition or its officers, employees, and agents as a result of the event will be reimbursed in full by the signatory party.

## **5. Conduct and Supervision**

- 5.1. Lore Tuition endeavours to provide a safe and comfortable learning environment for our students. Students under 18 years of age will be supervised with a reasonable level of care. However, Lore Tuition is not liable for any related accidents, damage, injury, expense or liability that may occur whilst the student is under our care. All costs to the student relating to such events will be fully borne by the parents and/or guardians.
- 5.2. Whilst at Lore Tuition, students are expected to abide by the policies set forth and refrain from causing damage to all facilities including furniture. Lore Tuition is not liable for any and all damage caused to public and private property by the student. All costs incurred as a result of any damage, loss, expense, or liability that may be caused to public and private property will be completely paid by the parents and/or guardians.
- 5.3. Lore Tuition reserves the right to take disciplinary action against any student that does not abide by our policies or behaves in an unacceptable manner. Actions may include but are not limited to: suspension, expulsion, and/or refusal to accept further enrolment.

## **6. Advertisements**

- 6.1. From time to time, Lore Tuition will photograph or produce videos of students and parents. Lore Tuition reserves the right to use these photographs and video footages for promotional materials (i.e. website, newsletter, literature etc.) to advertise the services provided at Lore Tuition. Lore Tuition must be notified in writing if the student or parent feels uncomfortable appearing in Lore Tuition's promotional materials. In this case, Lore Tuition will take the necessary steps to remove the photograph and/or video footage from the advertising campaign.
- 6.2. Newsletters from Lore Tuition will be automatically sent to the email address supplied on the enrolment form. To unsubscribe, simply follow the prompts on the email or contact a staff member at Lore Tuition.

## **7. 10 students per class guarantee**

- 7.1. The 10 students per class guarantee apply to all group tuition classes with permanent term students. Lore Tuition guarantees that each group tuition class will have a maximum of 10 term-paying students. Students who pay weekly are not included as part of the guarantee as they are not permanent students.

## **8. Indemnity**

- 8.1. The student, or the parents and/or guardians if the student is under 18 years of age, and their agents agree to release, indemnify ("indemnify" meaning to protect by reimbursement or payment), and defend Lore Tuition against all claims, suits, losses, expenses, and liabilities brought against it by a co-participant, third-party, or parties related to the signatory party arising from damage, loss, expense, liability resulting from enrolment and associated activities at Lore Tuition however caused.

## 9. Promotions

- 9.1 **Free Trial Lesson:** Each student can only claim ONE free lesson for ONE SUBJECT only. This promotion is subject to availability. If the class is full, Lore Tuition reserves the right to reject the student. This promotion is not valid for existing students. This promotion is not valid in conjunction with any other promotions. Lore Tuition may, in our sole discretion, limit or cancel this promotion at anytime. Lore Tuition's existing terms and conditions apply.
- 9.2 **\$50 off Regular Term Rate:** This promotion is subject to availability. If the class is full, Lore Tuition reserves the right to reject the student. This promotion is not valid for existing students. This promotion is not valid in conjunction with any other promotions. Lore Tuition may, in our sole discretion, limit or cancel this promotion at anytime. Lore Tuition's existing terms and conditions apply.
- 9.3 **Health Care Card Offer:** Families with a Health Care Card may be eligible to receive this offer. The Health Care Card must directly belong to the student's parent or legal guardian. Proof may be required. This offer is only for students in Years Prep to 10 who are enrolling in Group Tuition for the whole or remainder of the term. This offer is valid on selected days at selected campuses only. Students cannot transfer to another day. Students must enrol in all specified subjects. No further discounts or deductions apply. Full payment must be made for the upcoming term before the end of the current term. Lore Tuition may, in our sole discretion, limit or cancel this promotion at anytime. Lore Tuition's existing terms and conditions apply.
- 9.4 **Referral Discount:** The referrer needs to be a current student who has enrolled and paid for the full term. The referee cannot be direct family members, i.e. siblings. The referee needs to enrol and pay for the full term in order for the referrer to receive the referral discount voucher. The value of the voucher is determined by the executive team of Lore Tuition. The voucher cannot be used on the spot, as approval is required. The voucher will be posted to the referrer if all conditions are satisfied. Lore Tuition may, in our sole discretion, limit or cancel this promotion at anytime. Lore Tuition's existing terms and conditions apply.
- 9.5 **Yearly Discount:** Students who enrol and pay for the whole year in advance can receive the Yearly Discount. This discount applies to the Regular Term Rate for Group Tuition students only. This promotion is not valid in conjunction with any other promotions. Lore Tuition may, in our sole discretion, limit or cancel this promotion at anytime. Lore Tuition's existing terms and conditions apply.
- 9.6 **Family Discount:** Families who enrol and pay for three or more students receive the Family Discount. This discount applies to the Regular Term Rate for Group Tuition students only. This discount is applied to each student in the family. Each student must have the same surname, and are siblings. Proof may be required. This promotion is not valid in conjunction with any other promotions. Lore Tuition may, in our sole discretion, limit or cancel this promotion at anytime. Lore Tuition's existing terms and conditions apply.

**BY ENROLLING YOU AGREE TO THE TERMS AND CONDITIONS.**