



Terms and Conditions of Service

Effective Date: 28 April 2026 | Version 0.0

These Terms and Conditions (“**Terms**”) govern the provision of the services provided by or on behalf of Learning & Co (ABN 91 695 875 711) to students (“**Student**”) and their parents or guardians. By registering for or booking our Services, you agree to be bound by these Terms.

These Terms are governed by the laws of New South Wales, Australia, and are intended to comply with all applicable legislation including: the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)), the Privacy Act 1988 (Cth), the Child Protection (Working with Children) Act 2012 (NSW), and the Education Act 1990 (NSW).

1. Definitions

In these Terms, the following definitions apply:

- 1.1 Agreement means these Terms and Conditions together with any Registration, Schedule of Services, or written confirmation of booking.
- 1.2 Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales.
- 1.3 Cancellation Policy means the policy set out in clause 8 of these Terms.
- 1.4 Confidential Information means any non-public information about us, our staff, our operations, other students, or our business, whether disclosed orally or in writing.
- 1.5 Enrolment means your completed registration and acceptance of these Terms, whether online, in writing, or by signing an Enrolment Form.
- 1.6 Fee or Fees means the amounts payable for the Services as set out in the Schedule of Services or as otherwise agreed in writing.
- 1.7 GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 1.8 Intellectual Property Rights means all present and future intellectual and industrial property rights including, but not limited to copyright, trademarks, design rights, patents, trade secrets, and know-how.
- 1.9 Learning Materials means any workbooks, notes, lesson plans, assessments, digital content, or other materials provided or created by us in connection with the Services.
- 1.10 Parent or Guardian means the parent or legal guardian of a Student who is under 18 years of age. References to you include the Parent or Guardian where applicable.
- 1.11 Privacy Policy means our Privacy Policy available at our premises and upon request.
- 1.12 Enrolment Form means the enrolment or registration document completed by you as part of the Enrolment process.
- 1.13 Schedule of Services means the written schedule (provided separately or on our website) setting out the details of the Services, session times, Fees, and payment options.

- 1.14** Services means the academic, tutoring, coaching, and educational support services provided by us as described in the Schedule of Services or Enrolment Form.
- 1.15** Session means each individual academic, tutoring, coaching, or educational session delivered as part of the Services.
- 1.16** Student means the person who will receive the tutoring sessions.
- 1.17** Term means an academic term as defined by the New South Wales school calendar, typically comprising ten (10) weeks, unless advised otherwise.
- 1.18** Tutor means any educator, instructor, tutor or team member engaged by us to deliver the Services.
- 1.19** Working with Children Check (WWCC) means a valid clearance issued under the Child Protection (Working with Children) Act 2012 (NSW).

2. About Learning & Co

- 2.1** Learning & Co provides Services that include, but are not limited to, academic, tutoring and educational support services to students. Our purpose is to support student learning and achievement through high-quality, personalised educational services.
- 2.2** By enrolling with us, you are entering into a binding agreement on the Terms set out in this document. Please read these Terms carefully before completing your Enrolment.
- 2.3** We reserve the right to amend these Terms from time to time. We will provide you with at least thirty (30) calendar days' written notice of any material changes, setting out the nature of the change and the date on which it will take effect. If you do not agree to the amended Terms, you may terminate this Agreement by providing us with written notice before the changes take effect, and we will refund any prepaid Fees on a pro-rata basis for Services not yet delivered at the date of termination. Neither party will have any further obligation to the other except in respect of rights and obligations that have already accrued. If you continue to use our Services after the notice period without notifying us of your objection, you will be taken to have accepted the amended Terms.

2.4 Your rights under the Australian Consumer Law

Nothing in these Terms is intended to, and nothing in these Terms should be read as attempting to, exclude, restrict, or modify any right, guarantee, or remedy conferred on you by the Australian Consumer Law or any other applicable legislation that cannot lawfully be excluded, restricted, or modified by agreement. This includes, without limitation:

- (a)** your Consumer Guarantees, including the guarantee that our Services will be rendered with due care and skill, and that they will be fit for any purpose you make known to us;
- (b)** your right to a remedy, including a refund, replacement, or compensation, where our Services fail to comply with a Consumer Guarantee; and
- (c)** any other right or protection conferred on you as a consumer under applicable Commonwealth or New South Wales legislation.

Where there is any inconsistency between a provision of these Terms and your rights under the Australian Consumer Law, your rights under the Australian Consumer Law will prevail to the extent of the inconsistency.

3. Enrolment and Registration

- 3.1** To access our Services, you must complete an Enrolment by providing all required information on the Enrolment Form and accepting these Terms.
- 3.2** As part of the Enrolment process, you will be required to provide information about you and the Student. This information includes, but is not limited to:
 - (a)** full name of the Student and Parent or Guardian;
 - (b)** Student's year level and school;
 - (c)** subjects or areas of study for which support is required;
 - (d)** contact details including email address, telephone number and residential address;
 - (e)** payment details (credit card, direct debit, or as we notify you of in writing); and
 - (f)** any other information reasonably requested by us.
- 3.3** You warrant that all information provided during Enrolment is accurate, complete, and up to date. You agree to promptly notify us of any changes to your details.
- 3.4** Where the Student is under 18 years of age, the Enrolment must be completed by a Parent or Guardian, who accepts these Terms on behalf of themselves and the Student.
- 3.5** In the event that a Student turns 18 years of age during the enrolment period, the Student will be deemed to have accepted these Terms in their own right upon continuing to attend Sessions after their 18th birthday and will from that date be personally bound by these Terms as if they had executed them directly.
- 3.6** Enrolment is not complete, and no binding obligation arises on our part, until we have confirmed your Enrolment in writing and received any required prepayment.
- 3.7** We reserve the right to decline any Enrolment at our reasonable discretion and without being obliged to provide detailed reasons. Any refund of amounts paid in connection with a declined Enrolment will be processed within ten (10) Business Days.

4. Services

- 4.1** We will provide the Services as described in the Schedule of Services and confirmed in your Registration.
- 4.2** We will use reasonable endeavours to ensure that the Student is matched with a suitably qualified Tutor. However, where necessary due to availability, illness, or unforeseen circumstances, we may substitute a Tutor with another suitably qualified person. We will notify you of any Tutor change as soon as reasonably practicable.
- 4.3** All Tutors engaged by us hold a valid and current Working with Children Check in accordance with the Child Protection (Working with Children) Act 2012 (NSW).
- 4.4** Sessions will be held at the times and locations (in-person or online) agreed during Enrolment or as otherwise notified to you.
- 4.5** We will provide Learning Materials reasonably necessary to support the Services. The cost of additional materials (such as workbooks or other resources) are set out in the Schedule of Services and may be charged separately.
- 4.6** We make no guarantee as to any specific academic result or outcome. Academic performance depends on many factors, including the Student's effort, attendance, and engagement, which are beyond our control. We will, however, deliver our Services with due care and skill in accordance with our obligations under the Australian Consumer Law.
- 4.7** We are not responsible for matching a Student to a specific Tutor beyond the initial assignment, and we do not guarantee that the same Tutor will be available throughout the entire enrolment period.

4.8 If you wish to vary the Services (for example, adding subjects or changing session times), you must submit a request to us in writing. We will confirm whether we can accommodate the request and any corresponding change to the Fees.

4.9 Our Services are strictly limited to academic tutoring and educational support as described in these Terms. Our Services do not constitute, and must not be treated as a substitute for, childminding, babysitting, after-school care, or any other form of child supervision or care service.

We accept no responsibility for the supervision, safety, or welfare of any Student outside of the direct delivery of a scheduled Session, including immediately before or after a Session at our premises, except to the extent that any loss or harm arises from our own negligence or wilful misconduct. Parents and Guardians are responsible for ensuring appropriate arrangements are in place for the Student's supervision and care outside of scheduled Sessions, including ensuring the Student is collected promptly at the conclusion of each Session.

4.10 In the event of a medical emergency involving a Student during a Session, Learning & Co will attempt to contact the Student's parent or guardian as soon as practicable using the emergency contact details provided at Enrolment. Where a parent or guardian cannot be contacted in a timely manner, you authorise Learning & Co to consent to such emergency medical treatment as a registered medical practitioner, paramedic, or other qualified health or emergency services professional considers necessary in the circumstances.

You agree to provide accurate emergency contact details and any relevant medical information (including known allergies, conditions, or medications) at the time of Enrolment and to promptly update this information if it changes. Any gap costs or private treatment costs not covered by Medicare or private health insurance in connection with emergency medical treatment remain the responsibility of the parent or guardian.

Learning & Co will not be liable for any decision made in good faith in connection with emergency medical treatment where a parent or guardian could not be contacted in time, except to the extent that liability arises from our own negligence or wilful misconduct.

4.11 Learning & Co may, from time to time, take photographs or video recordings of classroom activities for educational or promotional purposes. Images or recordings of Students will only be used with the prior written consent of the Student's parent or guardian, which will be sought via a separate written consent. Acceptance of these Terms does not constitute consent to the photography, recording, or promotional use of a Student's image.

You may withdraw consent at any time by notifying us in writing. Withdrawal of consent will not affect any use of images already made prior to the date of withdrawal.

5. Fees and Payment

5.1 The Fees for the Services are set out in the Schedule of Services. All Fees are expressed in Australian dollars and are inclusive of GST unless otherwise stated.

5.2 Payment is due in full prior to the commencement of the Term. Upon receipt of payment in full, the Student's place in the relevant Term is secured, subject to these Terms including our rights to suspend or terminate under clauses 6.3 and 14.

5.3 All payments must be made via credit card, direct debit, or such other method as we notify you of in writing. We do not accept cash.

5.4 Payment is due by the date specified in the Schedule of Services or as otherwise notified to you in writing. If we do not receive payment by the due date, we will notify you in writing and allow a grace period of five (5) Business Days from the date of that notice before exercising any right to suspend or reschedule the relevant Sessions. If payment remains

outstanding following that grace period, we reserve the right to suspend or reschedule the relevant Sessions until payment is made in full.

- 5.5** Subject to these Terms and your rights under the Australian Consumer Law, Fees are generally non-refundable once the Term has commenced, except as expressly set out in these Terms. Where the Agreement is terminated by either party after the Term has commenced but before all Sessions have been delivered, any refund entitlement will be assessed in accordance with clause 9, having regard to the number of Sessions delivered and the circumstances of termination.
- 5.6** No pro-rata adjustment will be made to the Fees for Sessions missed by the Student, unless the missed Session was caused by us or constitutes a failure to provide a consumer guarantee under the Australian Consumer Law.
- 5.7** We reserve the right to adjust our Fees from time to time. Any Fee changes will be communicated to you in writing at least thirty (30) days before taking effect and will apply from the next Term following notification. If you do not wish to continue at the adjusted Fee, you may notify us in writing before the change takes effect and we will not apply the increased Fee to any Term not yet commenced.

6. Student Conduct and Obligations

6.1 You agree that the Student will:

- (a) attend all scheduled Sessions punctually and prepared to engage with the material;
- (b) complete any preparatory tasks or homework assigned by the Tutor;
- (c) treat all Tutors, staff, and other students with respect and courtesy;
- (d) comply with any reasonable directions given by the Tutor during Sessions;
- (e) not engage in any conduct that disrupts, intimidates, or harms other students or staff; and
- (f) not engage in any conduct that may bring Learning & Co into disrepute.

6.2 You agree that you (as Parent or Guardian) will:

- (a) ensure the Student attends Sessions on time and is collected promptly at the conclusion of each Session;
- (b) provide us with accurate and up-to-date information about the Student's educational needs, learning difficulties, or any other relevant circumstances;
- (c) notify us promptly if the Student is unwell or unable to attend a Session; and
- (d) cooperate with us reasonably in supporting the Student's learning outcomes.
- (e) communicate respectfully with our staff and not engage in behaviour that is abusive, threatening, or disruptive.

6.3 We reserve the right to suspend or terminate the provision of Services to any Student whose conduct is, in our reasonable opinion, disruptive, harmful, or inconsistent with a safe and productive learning environment. Before exercising this right, except where immediate action is required to protect the safety or wellbeing of any person, we will notify you of our concerns in writing and provide you with a reasonable opportunity to respond, which will be no less than forty-eight (48) hours unless the circumstances require otherwise.

Any decision to terminate under this clause will be communicated to you in writing with reasons, and we will refund any prepaid Fees attributable to Sessions not yet delivered at the date of termination.

- 6.4** We reserve the right to refuse attendance where a Student is unwell or poses a risk to the health or safety of others.

7. Academic Integrity

- 7.1** Our Services are intended to support student learning in a manner that is consistent with the academic integrity policies of schools, universities, and educational institutions.
- 7.2** You agree that you and the Student will not use our Services for any form of academic dishonesty, including but not limited to:
- (a)** requesting Tutors to write, complete, or substantially draft any assignment, essay, project, or examination response on behalf of the Student;
 - (b)** submitting work produced or significantly altered by a Tutor as the Student's own work; or
 - (c)** any other conduct that violates the academic integrity policy of the relevant institution.
- 7.3** If we reasonably suspect that our Services are being used in a manner contrary to this clause 7, we will notify you in writing of our concerns and provide you with a reasonable opportunity to respond before determining whether to suspend or terminate the Agreement. Where the circumstances require immediate action, we may suspend the Services pending investigation and will notify you in writing as soon as practicable after doing so.

Where Services are suspended pending investigation under this clause, Sessions suspended during that period will not be forfeited. If the Agreement is subsequently terminated following investigation, we will refund any prepaid Fees attributable to Sessions not yet delivered at the date of termination, except where the termination arises from a breach of clause 7.2 that is established to our reasonable satisfaction. Depending on the circumstances, we may terminate the Agreement in accordance with clause 14.

8. Cancellation and Rescheduling Policy

Cancellation by the Student

- 8.1** Once a Session has been booked and the required funds have been received, it is considered confirmed and is subject to this Cancellation Policy.
- 8.2** If you need to cancel or reschedule a Session, you must notify us as soon as practicable. The following cancellation terms apply:

Notice Given	Cancellation Consequence
More than 24 hours before Session	Session may be rescheduled at no additional charge (subject to availability)
Between 1 and 24 hours before Session	50% of the Session fee will be forfeited and no credit or reschedule will be provided.
Less than 1 hour before Session or no-show	The Session fee will be forfeited in full and no credit or reschedule will be provided.

- 8.3** Notwithstanding clause 8.2, no cancellation fee will apply where:
- (a) the Student is genuinely ill and is unable to attend. Evidence, such as a medical certificate, must be provided within 48 hours of our request, if we reasonably request one;
 - (b) there is a genuine family emergency;
 - (c) the Student is required to appear in court;
 - (d) the cancellation is caused by an event of Force Majeure as defined in clause 16; or
 - (e) we agree in writing to waive the cancellation fee.
- 8.4** Rescheduled Sessions are subject to Tutor availability and cannot be guaranteed. Rescheduled Sessions must be taken within the same Term where possible.
- 8.5** After two (2) or more no-shows or cancellations with less than one (1) hour's notice within a single Term, we reserve the right to terminate the Agreement in accordance with clause 14. Where we elect to continue the Agreement following such conduct, we may require, as a condition of continued enrolment, that prepayment of Fees for any subsequent Term be received by us no later than fourteen (14) days prior to the commencement of that Term.

Cancellation by Learning & Co

- 8.6** We reserve the right to cancel or reschedule a Session due to Tutor illness, force majeure, or other circumstances beyond our reasonable control. In such cases, we will use reasonable endeavours to:
- (a) notify you as early as possible;
 - (b) offer a rescheduled Session at a mutually convenient time; or
 - (c) provide a credit towards a future Session.
- 8.7** If we cancel a Session and are unable to reschedule it within the same Term, we will provide a pro-rata refund or credit for that Session.

9. Refund Policy

- 9.1** Subject to these Terms and your rights under the Australian Consumer Law, Fees are generally non-refundable once the Term has commenced, except as expressly set out in these Terms.
- 9.2** Where you are entitled to a refund under the Australian Consumer Law or where we have agreed to a refund in writing, refunds will be processed within ten (10) Business Days via the original payment method.
- 9.3** If you are unhappy with the quality of a Session, you must notify us in writing within forty-eight (48) hours of that Session. We will acknowledge your complaint within two (2) Business Days and complete our investigation within ten (10) Business Days of receipt, keeping you reasonably informed of our progress.

Where we determine that the Service fell short of the standard reasonably expected, and the failure does not constitute a major failure under the Australian Consumer Law, we may, at our election, offer one of the following remedies:

- (a) a replacement Session; or
- (b) a partial or full credit for that Session.

Where we determine that the failure constitutes a major failure under the Australian Consumer Law, you may elect one of the following remedies:

- (a) a refund of the Fee attributable to the affected Session or Sessions; or
- (b) a replacement Session or Sessions.

10. Child Safety and Safeguarding

- 10.1** The safety, wellbeing, and dignity of all students is our highest priority. We are committed to maintaining a safe environment for all children and young people in our care.
- 10.2** All Tutors and staff engaged by us who work with children hold a valid Working with Children Check clearance in accordance with the Child Protection (Working with Children) Act 2012 (NSW). Copies of clearance numbers are maintained on file and are available for inspection upon request.
- 10.3** We have a zero-tolerance policy for any form of abuse, harassment, bullying, or inappropriate conduct towards students.
- 10.4** In accordance with our obligations under the Children and Young Persons (Care and Protection) Act 1998 (NSW), we are required to report to the appropriate authorities where we have reasonable grounds to suspect that a child or young person may be at risk of significant harm.
 - (a) Where such concerns arise, we will comply with all mandatory reporting obligations and may report the matter to the relevant government authority, including the NSW Department of Communities and Justice (DCJ) or other appropriate agencies.
 - (b) To protect the safety and wellbeing of children, and in accordance with applicable child protection laws and protocols, we may not inform parents, guardians, or other parties if a report has been made. Our primary responsibility is to act in the best interests of the child and to support their safety and wellbeing.
- 10.5** If you have any concerns about the safety or wellbeing of a student in our care, you should contact us immediately. In an emergency, please contact NSW Police or the Child Protection Helpline on 132 111.

11. Intellectual Property

- 11.1** All Intellectual Property Rights in the Learning Materials remain vested in us. Nothing in these Terms transfers ownership of any Intellectual Property Rights to you.
- 11.2** We grant you a limited, non-exclusive, non-transferable licence to use the Learning Materials solely for the personal educational use of the Student during the period of the Agreement.
- 11.3** You must not:
 - (a) copy, reproduce, distribute, publish, or transmit the Learning Materials (in whole or in part) to any third party;
 - (b) use the Learning Materials for any commercial purpose; or
 - (c) modify or create derivative works from the Learning Materials without our prior written consent.
- 11.4** If you provide us with any materials, feedback, or information relating to the Student's learning (Student Materials), you grant us a limited licence to use those Student Materials solely for the purpose of providing the Services.

12. Privacy and Data Protection

- 12.1** We are committed to protecting your privacy and handling your personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.
- 12.2** We collect personal information about you and the Student in order to:
- (a) provide and administer the Services;
 - (b) process payments;
 - (c) communicate with you about the Student's progress;
 - (d) comply with our legal obligations; and
 - (e) improve our Services.
- 12.3** We will not disclose your personal information to third parties except:
- (a) where required or authorised by law;
 - (b) with your prior written consent;
 - (c) to our Tutors and staff to the extent necessary to provide the Services; or
 - (d) to our service providers (such as payment processors) on a confidential basis.
- 12.4** You have the right to access and correct personal information we hold about you. To make a request, please contact us in writing. We may require verification of your identity to facilitate updates to data held.
- 12.5** Our full Privacy Policy is available on our website and sets out in detail how we handle personal information.
- 12.6** Where Sessions are delivered online, you consent to those Sessions being conducted via our nominated digital platform. We do not record Sessions without the prior written consent of you and the Student. Any recordings are held securely and used only for the purposes set out in our Privacy Policy.

13. Confidentiality

- 13.1** You agree to keep confidential any non-public information about our Tutors, other students, our internal business operations, and our proprietary teaching methodologies that is disclosed to you in connection with the Services and that is not otherwise publicly available. For the avoidance of doubt, nothing in this clause prevents you from discussing your own experience of the Services, including the Fees you have paid, with family members, advisors, or for the purposes of making informed comparisons with other service providers.
- 13.2** We agree to keep confidential all information you provide about the Student, including academic records, learning needs, and personal circumstances.
- 13.3** Neither party will disclose the other's Confidential Information to any third party without prior written consent, except where required by law.

14. Termination

- 14.1** Either party may terminate this Agreement by providing fourteen (14) days' written notice to the other party. Where you exercise your right to terminate under this clause and the Term has already commenced, you will not be entitled to a refund of Fees already paid for that Term, except as otherwise set out in clause 9, having regard to the number of Sessions delivered and the circumstances of termination. Where we exercise our right to

terminate under this clause, we will refund any prepaid Fees attributable to Sessions not yet delivered at the date of termination.

14.2 We may terminate this Agreement immediately by written notice if:

- (a) you are in material breach of these Terms and have failed to remedy that breach within seven (7) days of written notice from us;
- (b) the Student engages in conduct that is, in our reasonable opinion, harmful, abusive, or threatening towards any Tutor, staff member, or other student, subject to the procedure set out in clause 6.3 except where immediate action is required to protect the safety or wellbeing of any person;
- (c) you fail to pay any amounts due and payable under these Terms within fourteen (14) days of the due date; or
- (d) we are required to do so by law.

Where we terminate this Agreement under this clause 14.2, we will notify you in writing setting out the ground or grounds for termination. Where termination is on the ground in clause 14.2(c), we will refund any prepaid Fees attributable to Sessions not yet delivered at the date of termination, less any amounts outstanding and owing to us at that date.

14.3 You may terminate this Agreement by written notice to us if we are in material breach of these Terms (including any failure to provide the Services to the standard required by the Australian Consumer Law) and have failed to remedy that breach within seven (7) days of written notice from you.

14.4 Upon termination:

- (a) all amounts owing to us under these Terms become immediately due and payable;
- (b) any rights to use the Learning Materials cease immediately; and
- (c) clauses which by their nature are intended to survive termination (including clauses 11, 12, 13, 15, and 17) will continue in full force.

14.5 If we terminate this Agreement under clause 14.2 due to your breach, we are not obliged to provide any refund of Fees paid, except as set out in clause 9.

14.6 If you terminate this Agreement under clause 14.3 on the grounds of our alleged material breach, we will refund any prepaid Fees attributable to Sessions not yet delivered at the date of termination. For the avoidance of doubt, any such refund shall not constitute an admission of liability, wrongdoing, or breach on our part.

15. Limitation of Liability

15.1 Subject to clause 2.4, and except in respect of any liability for death or personal injury caused by our negligence or wilful misconduct (which cannot be limited), our total liability to you in connection with the Services or these Terms (however arising, whether in contract, tort including negligence, under statute, or otherwise) is limited to the total Fees paid by you to us for the Term in which the event giving rise to the claim occurred. Where the event giving rise to the claim cannot be attributed to a specific Term, our liability is limited to the total Fees paid by you to us in the twelve (12) months preceding the event giving rise to the claim.

15.2 Subject to clause 2.4, we are not liable to you for any:

- (a) loss of anticipated academic results or outcomes;
- (b) indirect, special, consequential, or incidental loss or damage;
- (c) loss of data; or
- (d) loss suffered as a result of a third party's actions or omissions.

15.3 To the extent permitted by the Australian Consumer Law, where our Services fail to comply with a Consumer Guarantee and that failure is not a major failure, our liability is limited to one or more of the following remedies at our election:

- (a) resupplying the Services; or
- (b) paying the cost of having the Services resupplied.

Where our Services fail to comply with a Consumer Guarantee and that failure is a major failure, you may elect one of the following remedies:

- (a) a refund of the Fees paid for the affected Services; or
- (b) compensation for the reduction in value of the Services below the price paid.

For the purposes of this clause, a major failure has the meaning given to that term under the Australian Consumer Law.

16. Force Majeure

- 16.1** Neither party will be liable for any delay or failure to perform its obligations under these Terms to the extent that such delay or failure is caused by an event of Force Majeure.
- 16.2** Force Majeure means any event or circumstance beyond a party's reasonable control including but not limited to natural disaster, pandemic, government-imposed restrictions, power outages, internet or system failures, fire, or flood.
- 16.3** The party affected by a Force Majeure event must notify the other party as soon as practicable and will use reasonable endeavours to minimise the impact of the event.
- 16.4** If a Force Majeure event prevents us from delivering Sessions, we will use reasonable endeavours to reschedule those Sessions. If rescheduling is not possible within the same Term, we will provide a pro-rata credit.

17. Indemnity

- 17.1** You agree to indemnify and hold harmless Learning & Co, its Directors, Tutors, staff, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising from:
 - (a) your material breach of these Terms;
 - (b) any wilful misconduct or negligence by you or the Student; or
 - (c) any false or misleading information provided by you during Enrolment or in connection with the Services,except to the extent that any such claim, liability, damage, loss, or expense arises from or is contributed to by our own negligence, breach of these Terms, or wilful misconduct.

18. Dispute Resolution

- 18.1** If a dispute arises between the parties in connection with these Terms or the Services, the parties agree to attempt to resolve the dispute in good faith before commencing any legal proceedings (other than for urgent interlocutory relief).
- 18.2** The party claiming a dispute must give written notice to the other party setting out the nature of the dispute, the outcome sought, and the steps proposed to resolve it.

- 18.3** Within fourteen (14) days of receipt of the notice, the parties must meet (in person, by telephone, or by video conference) and attempt, in good faith, to resolve the dispute by negotiation.
- 18.4** If the dispute is not resolved within fourteen (14) days of the meeting (or such longer period as the parties may agree in writing), either party may refer the dispute to mediation administered by the Law Society of New South Wales, or such other mediator as the parties may agree in writing.
- (a) Each party shall bear its own legal costs and expenses in connection with the dispute resolution process.
 - (b) The costs of mediation shall be shared equally between the parties, unless the parties otherwise agree in writing.
 - (c) Each party acknowledges that their conduct during the dispute resolution process, including any unreasonable delay, misrepresentation, or deliberate obstruction, may be taken into account by a court in exercising its discretion as to costs in any subsequent legal proceedings commenced under clause 18.5.
- 18.5** If the dispute is not resolved through mediation, either party may commence legal proceedings in the courts of New South Wales.
- 18.6** Nothing in this clause 18 prevents either party from seeking urgent injunctive or other interlocutory relief.

19. Governing Law and Jurisdiction

- 19.1** These Terms are governed by and construed in accordance with the laws of New South Wales, Australia.
- 19.2** The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia, in relation to any dispute arising out of or in connection with these Terms.

20. General Provisions

- 20.1 Entire Agreement.** These Terms, together with the Enrolment Form and Schedule of Services, constitute the entire agreement between the parties with respect to the Services and supersede all prior agreements, representations, and understandings.
- 20.2 Severability.** If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be severed and the remaining provisions will continue in full force and effect.
- 20.3 Waiver.** A waiver by either party of a breach of any provision of these Terms does not constitute a waiver of any subsequent breach of the same or any other provision.
- 20.4 Assignment.** You may not assign or transfer any rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations to a related body corporate or successor entity without your consent, provided we give you at least thirty (30) days' written notice and the assignee agrees to be bound by these Terms in our place. If the assignment would materially reduce the quality or nature of the Services you receive, you may terminate this Agreement by written notice within fourteen (14) days of receiving notice of the assignment and we will refund any prepaid Fees for Sessions not yet delivered.

- 20.5 Notices.** All notices under these Terms must be given in writing and delivered by email, post, or hand to the addresses set out in the Enrolment Form or as otherwise notified by the parties. Notices sent by email are deemed received on the next Business Day following transmission.
- 20.6 Relationship of Parties.** Nothing in these Terms creates a relationship of employment, partnership, joint venture, or agency between the parties. Our Tutors are not employees of yours.
- 20.7 Independent Legal Advice.** We recommend that you obtain independent legal advice before accepting these Terms if you have any concerns about your rights and obligations.

21. Contact Details

If you have any questions about these Terms, the Services, or our policies, please contact us:

Learning & Co

Address: C/- Martin & Lucombe Pty Ltd, Suite Z2, 14-28 White Cross Rd, Winmalee NSW 2777
New South Wales, Australia

Email: hello@learningandco.com.au

Website: www.learningandco.com.au

Acceptance of Terms

By completing the online enrolment process, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions (including any schedules or annexures incorporated herein) in their entirety. You accept these Terms on behalf of yourself and, where applicable, the Student.

By proceeding with enrolment, you further represent and warrant that:

- (a) you have the legal capacity and authority to enter into this Agreement on behalf of yourself and the Student;
- (b) all information provided during the enrolment process is accurate, complete, and not misleading;
- (c) you understand that these Terms constitute a legally binding agreement between you and us from the date of completed enrolment; and
- (d) where you are accepting these Terms on behalf of a minor or another person, you have the requisite authority to do so and accept personal responsibility for ensuring compliance with these Terms.

If you do not agree to these Terms and Conditions in their entirety, you must not proceed with enrolment or access our services.

Schedule of Services: Fees and Payment Terms

1. School Readiness Program

- 1.1. The School Readiness Program is charged at a rate of AUD \$37.50 per hour (inclusive of GST).
- 1.2. Each session is two (2) hours in duration.
- 1.3. The program is delivered over a ten (10) week term, comprising a total of twenty (20) hours.
- 1.4. The total fee for the program is AUD \$750 (inclusive of GST) per term.
- 1.5. All fees are payable in full in advance of the commencement of the term.

2. Learning Labs

- 2.1 Learning Labs are charged at a rate of AUD \$50 per hour (inclusive of GST).
- 2.2 Each session is one (1) hour in duration.
- 2.3 The program is delivered over a four (4) week period, comprising a total of four (4) hours.
- 2.4 The total fee for the program is AUD \$200 (inclusive of GST).
- 2.5 All fees are payable in full in advance of the commencement of the program.

3. One-to-One Tutoring (Primary)

- 3.1 One-to-one tutoring (Primary) is charged at a rate of AUD \$95 per hour (inclusive of GST).
- 3.2 Each session is one (1) hour in duration.
- 3.3 Fees are payable in advance on a per-session basis, unless otherwise agreed in writing.

4. One-to-One Tutoring (Secondary)

- 4.1 One-to-one tutoring (Secondary) is charged at a rate of AUD \$100 per hour (inclusive of GST).
- 4.2 Each session is one (1) hour in duration.
- 4.3 Fees are payable in advance on a per-session basis, unless otherwise agreed in writing.