

Terms and Conditions of Trade – Super Kids Tutoring (ABN 53 734 612 721)

Super Kids Tutoring means Fotini Ligonis trading as Super Kids Tutoring (ABN 53 734 612 721)

Customer means the party engaging the services of Super Kids Tutoring

Our Prices and Fees

1. All charges & prices for services carried out by Super Kids Tutoring is not subject to GST. Super Kids Tutoring reserves the right to become registered for GST and include GST in its pricing structure and invoicing without prior notice.
2. All prices quoted are in Australian Dollars.
3. All prices quoted, are for the listed and mentioned services only and are subject to change in line with third party providers, the Australian dollar and other unforeseen circumstances. There are no hidden fees charged by Super Kids Tutoring or remuneration received for its referrals to third parties.

Payment of our Invoices

4. Super Kids Tutoring requires payment for the services provided in full, upfront. If enrolling after the commencement of a program, that the payment will be pro-rated.
5. Failure to make the requisite payment will result in services being placed on hold or the Customers child or children's place in any program cancelled.

Refund Policy and Cancellation Policy

6. Super Kids Tutoring has a 'no refund' policy due to the individualised content of each program developed for Customers. This is subject to Australian Consumer Law. If there are any issues with the packages and service you have been provided, please contact Super Kids Tutoring via email to fay@superkidstutoring.com. We would like the opportunity to work with you in relation to your issues, whatever they may be.

7. With the exceptions provided by Australian Consumer Law, a Customer may only cancel a program or services that they have enrolled their child or children in, with four (4) weeks' notice, in writing to Super Kids Tutoring. To ensure services are kept to a high standard, Super Kids Tutoring has a finite capacity in relation to the services that it can provide, and requires the payment associated with this notice period in order to cover the opportunity cost associated with the cancellation.
8. In the event of illness certified by a medical professional, the personal attendance of the child may be suspended by the Customer upon request, in writing to fay@superkidstutoring.com. In these circumstances, Super Kids Tutoring will provide work to the Customer for the child to complete off premises, under the supervision of the Customer.
9. Upon enrolment, customers are entitled to a seven (7) day cooling off period for any enrolments. This period will automatically terminate on the earlier of seven (7) days from accepting these terms and conditions, or the first service being provided to the Customers child or children by Super Kids Tutoring.

Our Services

10. Super Kids Tutoring provides one on one and group tutoring to children between the ages of 3 to 8 years old. Super Kids Tutoring may work with children older than 8 years at their discretion. Super Kids Tutoring also provides consultancy services to Customers. These terms and conditions are applicable to all services provided by Super Kids Tutoring to Customers and their child or children.
11. The main services of Super Kids Tutoring run for nine (9) weeks within school terms. However, this may change from term to

term. Customers will be notified in advance of any changes.

12. The Customer agrees that Super Kids Tutoring may engage agents, employees or subcontractors to provide the services from time to time. Those agents, employees or subcontractors shall be bound by these terms and conditions as though they were Super Kids Tutoring notwithstanding any legal structure to the contrary.
13. Given the nature of the services provided, the Customer is responsible for the behaviour of their child or children enrolled, including but not limited to the Customer Code of Conduct provided herewith.
14. The consulting services provided by Super Kids Tutoring are merely indicative and general in nature, the advice is not directive, nor does it amount to counselling, therapy, financial, nor legal advice. Any such advice should be sought from a qualified expert.
15. The Customer agrees that Super Kids Tutoring may, in the provision of the services, may have one on one contact with their child.
16. Super Kids Tutoring is a certified member of the Australian Tutoring Association ('ATA'). In becoming a certified member, Super Kids Tutoring has adopted the ATA Code of Conduct. The Code of Conduct can be made available to the Customer upon request.
17. The Customer warrants their child or children is/are medically fit to undertake the programs offered by Super Kids Tutoring. The Customer further warrants that they have provided Super Kids Tutoring with all information that may affect the delivery of the service to their Child or Children, as known to them at the time of entering this agreement. Super Kids Tutoring requires disclosure on an ongoing basis, as reasonably necessary, so that they may provide a safe environment to the child or children of the Customer and other children enrolled.
18. The Customer requests the services at his or her own risk. Super Kids Tutoring will not be held liable for any losses or damages caused as a result of services purchased from Super Kids Tutoring. Super Kids Tutoring does not guarantee any results.
19. The Customer agrees that any strategies implemented by Super Kids Tutoring remain the intellectual property of Super Kids Tutoring, and may not be used outside the terms of this engagement, save for where expressly provided for.
20. The Customer is also responsible for the accuracy of their instructions to the Super Kids Tutoring. Super Kids Tutoring will not accept responsibility/liability for infringements or inaccuracies caused by any wrongly supplied instructions or materials.
21. Super Kids Tutoring makes no guarantee or warranties, either express or implied, outside of that required by Australian Consumer Law.

Child Safety

22. Super Kids Tutoring complies with all Australian Laws relating to Child Safety.
23. In addition to this, and the ATA Code of Conduct, Super Kids Tutoring ensures that all service providers execute the Child Safe Code of Conduct, which requires any individual working with the child or children of the Customer to observe child safe principles and expectations for appropriate behaviour towards and in the company or children. The Customer may request a copy of the Child Safe Code of conduct.
24. Tutors engaged by Super Kids Tutoring have satisfied requisite Working with Children Checks.

25. The premises of Super Kids Tutoring are located at a serviced office at 377 New South Head Road, Double Bay NSW 2028. Prior to acceptance of these terms and conditions, Customers are encouraged to attend the premises to ensure they find the delivery of the services, and the child safety principles acceptable. This includes the fire evacuation polices that may be in place at the premises, and the location and use of bathroom facilities. Further, Super Kids Tutoring provide detailed photographs, and a description of the premises and the delivery of the services on its website.
26. In accepting these terms and conditions, the Customer agrees that they have considered the child safety policies of Super Kids Tutoring, and have scrutinised the premises in which the services are delivered, and consent to their child or children being subjected to the same.

Customer Code of Conduct

27. The Customer agrees to be bound by this Code of Conduct, failing compliance with, Super Kids Tutoring may immediately terminate the agreement without notice.
28. The Customer must:
- i. Provide full Disclosure regarding the child's needs and requirements;
 - ii. Be Patient with the Child, Super Kids Tutoring, and the Process;
 - iii. Communicate fully; and
 - iv. Comply with all laws and policies that are adopted by Super Kids Tutoring from time to time, including:
 - a. Child Safety Laws; and
 - b. Super Kids Tutoring's Anti-Bullying Policy.
29. The Customer acknowledges that the behaviour of their child or children is subject to this Code of Conduct.
30. In the event that Super Kids Tutoring terminates the agreement with the

Customer pursuant with non-compliance with the Code of Conduct, no refund is to be provided.

Privacy

31. Super Kids Tutoring takes your privacy seriously. Super Kids Tutoring will protect your personal information regarding the use of personal information as required by Australian Privacy Laws Privacy Laws. Super Kids Tutoring will not use your personal information except for the purpose of entering into and completing a transaction for their services. The Customer must ensure that before disclosing any personal information to Super Kids Tutoring that the Customer is entitled to disclose that information and without taking any further steps as required by the Australian Privacy Laws Super Kids Tutoring may use and disclose such information for the purpose of entering into any transaction under these Terms of Trade. If the Customer becomes aware of any breach or alleged breach of the Privacy Laws concerning information disclosed by Super Kids Tutoring to the Customer or any other party, or by the Customer to Super Kids Tutoring, then the Customer must notify Super Kids Tutoring immediately via email to fay@superkidstutoring.com. Likewise, Super Kids Tutoring will notify the Customer, and if necessary, the Office of the Australian Information Commissioner if Super Kids Tutoring becomes aware of any breach or any alleged breach of the Privacy Laws concerning information disclosed.

Security

32. Any transactions completed with Super Kids Tutoring are completed using SSL technology, which provides the high level encryption for online transactions.
33. The Customer's credit card information is not retained by Super Kids Tutoring.

34. Any online payment is transacted via third party providers and subject to the terms and conditions imposed by those providers.

Conditions of Trade by electing to engage the services of Super Kids Tutoring.

General

35. Super Kids Tutoring reserves all rights in relation to intellectual property created and used by it on its website and in any documentation. Super Kids Tutoring has taken every measure to ensure that it has permission to use the intellectual property of others. Any misuse of copyrighted material by Customers or users of any website or publication operated by Super Kids Tutoring is strictly prohibited.
36. The Customer agrees that Super Kids Tutoring may photograph or otherwise record the experience, including photographing or recording the Customer or the customer's child or children, which may identify the Customer or their child or children. The Customer agrees that this material may be used in marketing material by Super Kids Tutoring. This also includes any testimonials provided by Customers. The Customer may expressly opt out of this clause.
37. Terms and Conditions may be changed at any time without prior notice to its Customers. Notification will be sent to all Customers at the time of the Terms and Conditions alterations.
38. Super Kids Tutoring shall be under no liability if it should be unable to carry out any provision of this agreement for any reason beyond its control. If Super Kids Tutoring is responsible for the inability to provide any of the services, then Super Kids Tutoring undertakes to arrange a make-up class in order to satisfy its obligations. Alternatively, at the sole discretion of Super Kids Tutoring, a credit for the missed class may be offered in lieu of a make-up class.
39. The Customer understands and agrees fully to Super Kids Tutoring's Terms and