

BRIGHTSPACE EDUCATION

Tutoring Terms & Conditions

Last updated: September 2026

1. Tutoring Services

I provide one-to-one and small-group online tutoring tailored to students' individual learning needs, goals and year level.

Lessons are provided at the agreed day and time and for the agreed lesson duration.

Tutoring is designed to support a student's learning and development. I will make reasonable efforts to provide high-quality, appropriately targeted tutoring, but I do not guarantee a particular grade, academic result or outcome.

2. Booking & Ongoing Sessions

Once a regular tutoring time has been agreed, that time is reserved for the student each week.

Tutoring continues on an ongoing basis until either the Parent/Carer or Tutor ends the arrangement in accordance with these Terms & Conditions.

There is no minimum-term commitment unless otherwise agreed in writing.

3. Fees & Payment

The tutoring fee will be confirmed with the Parent/Carer before regular tutoring begins.

Payment is made through the agreed payment method, generally via recurring payments through Stripe.

The Parent/Carer is responsible for ensuring that their nominated payment method is valid and available for scheduled payments.

A lesson that has been provided remains payable even if a subsequent payment attempt is unsuccessful.

4. Failed or Outstanding Payments

If a scheduled payment fails, the Parent/Carer will be contacted and asked to update their payment details or arrange payment of the outstanding amount.

If an outstanding payment remains unresolved, future tutoring sessions may be paused until the account is brought up to date.

I am not required to continue providing ongoing tutoring services where there is an outstanding balance for previously provided lessons.

No additional late-payment or penalty fee will be charged unless this has been clearly communicated in advance and is permitted by applicable law.

5. Cancellation

- 24 hours or more notice: No cancellation fee will apply.
- Less than 24 hours' notice: 50% of the lesson fee may be charged.
- No-show: The full lesson fee may be charged.

Cancellation notes

Because a regular tutoring session reserves a specific time for the student, cancellations can affect my ability to offer that time to another student.

Unexpected circumstances can occur. Genuine exceptional circumstances will be considered reasonably and on a case-by-case basis.

Nothing in this cancellation policy is intended to remove or restrict any rights the Parent/Carer may have under the Australian Consumer Law.

6. Rescheduling

Where at least 24 hours' notice is provided, I will make reasonable efforts to offer an alternative lesson time where availability allows. A replacement lesson cannot always be guaranteed.

Where a lesson is cancelled with less than 24 hours' notice, any rescheduling will be subject to my availability and discretion.

7. School Holidays

School holiday arrangements will be discussed with the Parent/Carer in advance.

Parents/Carers should provide as much notice as reasonably possible if they do not require tutoring during school holidays.

A temporary school holiday break does not automatically end the ongoing tutoring arrangement. The regular tutoring time will generally remain reserved unless the Parent/Carer confirms that they wish to discontinue tutoring.

8. Ending Tutoring

The Parent/Carer may end tutoring at any time. Where possible, 7 days' notice is requested so that the regular tutoring time can be offered to another student. This is a request rather than a requirement, and there is no termination fee.

Any lessons already provided remain payable. Lessons scheduled during any notice period remain subject to the usual cancellation and rescheduling terms.

I may also end the tutoring arrangement by providing reasonable notice. Tutoring may be suspended or ended without the usual notice period where reasonably necessary, including circumstances involving serious inappropriate behaviour, safeguarding concerns or persistent non-payment.

9. Online Lessons & Technology

Tutoring is provided online using Zoom.

The Parent/Carer is responsible for ensuring that the student has access to a suitable device, internet connection and appropriate learning environment.

Reasonable technical difficulties will be dealt with fairly. If a significant technical issue prevents a lesson from taking place, I will work with the Parent/Carer to determine an appropriate solution.

Lessons will not be recorded unless this has been separately discussed and agreed.

10. Parent/Carer Responsibilities

- Providing accurate information about the student's year level, learning needs and relevant educational circumstances.
- Ensuring the student is available and ready at the agreed lesson time.
- Providing appropriate equipment and internet access.
- Communicating relevant information that may affect the student's participation in tutoring.

- Ensuring payments are made when due.
- Communicating cancellations or changes as early as reasonably possible.
- Providing a suitable environment for the student to participate in online tutoring.

11. Australian Consumer Law

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us and receive a refund for the unused portion, or compensation for its reduced value. You are also entitled to compensation for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have the problem rectified within a reasonable time and, if this is not done, you may be entitled to cancel your contract and obtain a refund for the unused portion. These consumer guarantees apply automatically and cannot be removed by these Terms & Conditions.

12. Changes to These Terms

I may update these Terms & Conditions from time to time to reflect changes to my services, business practices or applicable legal requirements.

Where a change materially affects an ongoing tutoring arrangement, reasonable notice will be provided.

13. Contact

Questions about these Terms & Conditions can be directed to:

Brightspace Education Email: emma@brightspaceeducation.com