



## Central Coast Maths Club – Terms and Conditions

### 1. Introduction

These Terms and Conditions (“Terms”) govern the provision of tutoring services by **Central Coast Maths Club** (“CCMC”, “we”, “us”, or “our”). By booking or using our services, parents or legal guardians (“you” or “your”) agree to these Terms on behalf of the student.

### 2. Services

Central Coast Maths Club provides a range of mathematics related education services to school-aged children, including mathematics tutoring programs. Our tutoring programs are aligned with and support the NSW Education Standards Authority (NESA) Mathematics syllabus for Stages 4, 5, and 6.

Services may be delivered:

- in person (small group sessions); or
- online (small group sessions)

as agreed at the time of booking.

For school mathematics tutoring services, students are tutored in groups of minimum 2 and maximum 4. Students are grouped according to Stages of learning in line with NESA as follows (unless otherwise agreed):

- Stage 4: Year 7 and 8
- Stage 5: Year 9 and 10
- Stage 6: Year 11 and 12

By booking or using our services, you confirm you are the parent or legal guardian of the student and agree to these Terms on their behalf.

### 3. Session facilitators/tutors

We may use different qualified facilitators/tutor, including subcontractors, to deliver our education services. This means that a student’s facilitator/tutor may change from one term to another. By using our services, you agree to this arrangement. Qualification of facilitators/tutors are available upon request or listed on our website [www.ccmathsclub.com.au](http://www.ccmathsclub.com.au).

As part of our quality assurance and training, a new tutor (or a more senior tutor) may occasionally observe a session with your assigned tutor. We will always notify you beforehand. If you decline the observation, the session will proceed as normal with only your assigned tutor present.

### 4. Bookings and Payments

## 4.1 Payment Obligations

All sessions must be booked in advance. Full payment is required at the time of enrolment prior to the start of the school term, the initial session or holiday programs, unless otherwise agreed.

Fees will be clearly communicated and may be updated with reasonable notice. Our fees are based on a **10-week NSW school term** (or pro rata if joined during the term), except school holidays programs.

## 4.2 Pricing Errors

If we discover an error in the stated fees, we will contact you as soon as reasonably possible. You may choose to:

- Proceed at the corrected fee; or
- Terminate tutoring service.

If you terminate tutoring service and payment has already been made, any amount paid will be refunded to your original payment method, less the cost of any sessions already delivered.

## 5. Cancellations and Rescheduling

At least **24 hours' notice** is required to cancel or reschedule a session. Cancellations must be emailed to [tutor@ccmathsclub.com.au](mailto:tutor@ccmathsclub.com.au).

Sessions cancelled or rescheduled with less than 24 hours' notice, or missed without notice, may be charged in full, as this time has been reserved for your child and cannot typically be offered to another student.

We reserve the right to reschedule sessions due to tutor illness or unforeseen circumstances.

## 6. Refunds and statutory Guarantee

Nothing in these Terms excludes, restricts, or modifies any guarantees, rights, or remedies under the Australian Consumer Law. While refunds are generally not provided for completed sessions, we acknowledge your right to a refund or remedy if our services fail to meet statutory standards, such as being provided with due care and skill or being fit for the purpose described.

Prepaid sessions that have not yet occurred will be refunded if you terminate tutoring service.

## 7. Termination of Tutoring Services

Either party may terminate tutoring services by at least **7 days written notice** via email to [tutor@ccmathsclub.com.au](mailto:tutor@ccmathsclub.com.au).

Any unused balance for prepaid sessions will be refunded in accordance with Clause 6 (Refunds and Statutory Guarantee).

## 8. Attendance and Student Conduct

Students are expected to attend sessions on time and behave respectfully. Students should arrive a few minutes early to allow time to settle in before the session begins. If a student arrives late, the session will still end at the scheduled time. Late arrival does not entitle the student to additional time or a refund, and the session will be charged as a full session.

Repeated disruptive, unsafe, or inappropriate behaviour may result in suspension or termination of services.

In the event that a student misses three consecutive scheduled sessions, CCMC may reassign the reserved lesson slot to another student. We will always contact parents/guardians to discuss the situation before any permanent change is made.

## **9. Child Safety and Safeguarding**

### **9.1 Commitment to Safety**

We are committed to providing a safe, respectful, and supportive learning environment. All tutors hold a valid NSW Working With Children Check (WWCC) and adhere to the Australian Tutoring Association Code of Conduct.

### **9.2 Professional Conduct**

All interactions—in-person and online—must be conducted in a professional manner. Bullying, harassment, inappropriate behavior, or misconduct by tutors, students, or parents will not be tolerated and may result in immediate termination of services.

### **9.3 Recording & Privacy**

To protect the privacy of both the student and the tutor, sessions **must not be recorded** (audio or video) by any party without prior written consent from us, except where required by law.

### **9.4 In-Person Sessions (Public Spaces):**

- **Supervision:** For sessions held in public venues (e.g., public libraries), the tutor's responsibility for the student begins strictly at the scheduled start time and ends at the scheduled finish time.
- **Collection:** Parents/Guardians must be present to collect students promptly at the conclusion of the session. Tutors are not permitted to leave a student unattended in a public space or provide transport.
- **Independent Commuters:** If a student (Year 10–12) has parental permission to arrive or depart the library independently, a signed waiver must be provided to Central Coast Maths Club in advance.

## **10. Results and reporting**

### **10.1 Student results**

While we aim to support students in achieving their academic goals, we do not guarantee any specific academic outcomes, grades, or results.

Each student's progress depends on a range of factors, including effort, attendance, and individual learning needs. We provide guidance and support, but decisions made by students and parents and their outcomes remain their responsibility.

## 10.2 Progress Reporting

For students enrolled for at least one full semester, CCMC will provide a progress report (either written or verbal) at least once per semester. Results from any formal or informal assessments conducted during our sessions will be made available to parents or guardians upon request.

## 11. Limitation of Liability

To the maximum extent permitted by law, our total liability for any loss or damage arising out of or in connection with the tutoring services is limited to the total fees paid for the relevant tutoring services.

We are not liable for any indirect or consequential loss, including loss of academic opportunity, anticipated results, profits, or future earnings.

Nothing in these Terms limits your rights under the **Australian Consumer Law**.

## 12. Indemnity

You agree to indemnify us against any loss, damage, or expense arising from:

- misuse of the tutoring services or any platforms that we use to conduct our services;
- breach of these Terms; or
- unlawful or inappropriate conduct by the student or their representative.

## 13. Privacy

We collect and use personal information in accordance with the **Privacy Act 1988 (Cth)**. Your personal information collected by Central Coast Maths Club (including name, email address, phone number and address) are stored and used at our client relation management system TeachWorks (<https://teachworks.com/>). Personal information is used only for providing tutoring services and communicating with parents or guardians. This may include the occasional promotion activity. When you terminate tutoring services with us, you can request to have all your information removed from our CRM platform by emailing us at [feedback@ccmathsclub.com.au](mailto:feedback@ccmathsclub.com.au).

## 14. Changes to Terms

We may update these Terms from time to time. We will notify you of any material changes to these Terms via email at least one week before they take effect. The most current version will always be available on our website

## 15. Governing Law

These Terms are governed by the laws of New South Wales, and the courts of NSW have exclusive jurisdiction.

## **16. Complaints and Disputes**

### **16.1 Internal Process**

We aim to resolve all complaints quickly and fairly. Upon receiving a written complaint, we will provide feedback regarding the action taken to resolve the matter within ten (10) days. If a resolution requires more time, we will acknowledge receipt within seven (7) days and provide a revised timeframe. All feedback and complaints can be written to [feedback@ccmathsclub.com.au](mailto:feedback@ccmathsclub.com.au).

### **16.2 External Referral**

If a complaint cannot be resolved internally, you have the right to refer the matter to the Australian Tutoring Association (ATA) for independent mediation.