

# AUSTRALIA TOP TUITION



Polished. Professional. Proficient.

## Agreement Form

*Welcome to Australia Top Tuition!*

*This document outlines the terms and conditions for participating in our LANTITE Literacy Tutoring sessions. It is essential that you read this document carefully before agreeing, as it contains important information. Your acceptance of these terms is mandatory for participation in our sessions.\**

We request that you carefully read and agree to the terms and conditions outlined in this form and as specified via our website [here](#). Kindly note that we cannot proceed with tutoring until this form has been completed in full.

It is imperative that you fully understand the agreement, as we strictly adhere to our terms and conditions, which cannot be modified to accommodate personal circumstances. By signing this document, you confirm your understanding and acceptance of our policies on refunds, bookings, and all other matters as specified.

Please submit your completed form in Canvas or email a copy of the completed form to [admin@australiatoptuition.com](mailto:admin@australiatoptuition.com). Ensure that all fields are completed. In accordance with our privacy policy, your information will remain confidential and will not be shared with any third party. For more details, please refer to our [privacy policy](#).

*\*Australia Top Tuition reserves the right to update or modify these terms and conditions at any time. Any changes will be communicated to you via our website.*

# Agreement Form

I, (first name/last name)\_\_\_\_\_ have read and agree to the following terms and conditions:

## 1. Acceptance of Terms

By enrolling in our investment, pricing or membership plans, purchasing a product, or using the online tutoring services provided by Australia Top Tuition, hereafter referred to as "we" or "us", you agree to comply with and be bound by the following Terms and Conditions. If you do not agree with these Terms and Conditions, please do not use our tutoring services.

## 2. Service Description

Australia Top Tuition offers online tutoring services in the LANTITE Literacy component of the Literacy and Numeracy Test for Initial Teacher Education. The details of our tutoring services, including pricing and schedules, can be found on our website or by contacting our customer support team. These services are recommended for individuals requiring assistance with the LANTITE Literacy exam.

## 3. Privacy Policy

Your use of our tutoring services is also governed by our [Privacy Policy](#), which outlines how we collect, use, and protect your personal information. Please review the Privacy Policy to understand how we handle your data.

## 4. Registration and Account Security

To use our tutoring services, you may need to create an account on our website. You are responsible for maintaining the security of your account, including your login credentials. You agree not to share your account information with others. Any actions taken using your account will be your responsibility. Any third party account registrations you may make while under our tutelage are also your responsibility.

## 5. Payment Terms and Store Credits

Payment for our tutoring services is due upon booking. Please note that Australia Top Tuition is unable to offer refunds for any product or service, including but not limited to, individual bookings, investment plans and store products. However, if you wish to cancel a scheduled tutoring session or investment plan, we offer the option to receive a store credit for the amount paid. The store credit can be used for future tutoring sessions or to purchase store products. Store credits are honoured for 6 months.

**5.1)** Refunds or reimbursements will not be issued for any membership or service payments, regardless if clients have failed to adhere to the requirement of checking the website and official booking calendar to review service hours. It is the responsibility of the client to stay informed about any changes in service hours, including closed periods, as these may fluctuate without prior notice. Failure to verify the schedule and subsequent failure to sign up with agreement to the designated service hours will not warrant a refund or reimbursement under any circumstances.

## 6. User Content and Communication

You may have the opportunity to provide feedback or submit content related to your tutoring sessions. You are solely responsible for any content you submit, and it must comply with our content guidelines. We reserve the right to remove or reject any content that violates our guidelines. In addition, the following conditions are expected to be fulfilled by both parties:

**6.1)** reserving all communication for business hours;

**6.2)** communicating reasonably, respectfully and in a civilised manner at all times;

**6.3)** arriving to meetings, appointments or sessions promptly and at their scheduled times, unless otherwise altered.

**6.4)** If you have purchased an investment plan or individual session and are unresponsive to all communication from us for at least two weeks from date of purchase, we will consider this an immediate cancellation, even if you choose to contact us after the two-week period. Every effort

will be made to contact you before this occurs. A refund cannot be applied to this immediate cancellation; however, you may be eligible for a store credit. This will be assessed on a case-by-case basis at the discretion of the tutor.

## **7. Cancellation Policy**

**7.1)** If you need to cancel a booking, please notify us at least 24 hours prior to the scheduled session time. Cancellations should be made through [your online account](#) or by [contacting our customer support](#).

**7.2)** You have the option to reschedule the session or request a store credit when you cancel. We will do our best to accommodate your reschedule request, but this is ultimately subject to availability. Late cancellations will not be eligible for a store credit or the option to reschedule.

**7.3)** Failure to attend your session within 10 minutes of the start time will be considered a 'no show' and the option to reschedule or request a store credit is void. It is the responsibility of the customer or consumer to take any time zone differences into account where applicable and arrive to class on time.

**7.4)** In the event that the cancellation of a session is necessary by Australia Top Tuition, and mutual agreement on a replacement session cannot be reached, supplementary instructional materials will be provided to ensure comprehensive coverage of the missed class. This provision will be considered as fulfilment for the missed session, accounting for the class as satisfactorily addressed.

## **8. Booking Policy**

**8.1)** To book tutoring sessions with Australia Top Tuition, students or their authorised representatives must create an account on our website or contact our customer support. Sessions can be scheduled based on tutor availability, subject to our booking policies. Upon successfully booking a session, you will receive a confirmation email with the details of the scheduled session, including the date, time, and tutor information. In the case that the tutor books a session on your behalf, it is the client's responsibility to satisfy all payment 24 hours prior to the scheduled start time. They must also account for any time zone differences.

**8.2)** Failure to attend up to three scheduled appointments with no prior notice will result in the client being blacklisted from accessing future services with a loss of investment. Clients will be notified of this status immediately. Continuing to book our services once a blacklisting has been issued will result in a forfeit of any investment made.

**8.3)** When booking a Diamond Plan, it is imperative that the client acknowledges the limitations of the tutor's availability. It is essential for the client to maintain reasonable availability and recognise that, in the context of a Diamond Plan, the entitlement to select any date or time for booking is not guaranteed. Booking requests for out-of-hours classes can be requested, provided that such requests are made within reason and are agreeable to the tutor. All session times for the Diamond Plan must be discussed and agreed upon either prior to or immediately upon purchase. The tutor cannot ensure availability beyond the specific dates and times mutually negotiated by both parties, and the client is expected to adhere to the agreed-upon plan. Any changes to the client's schedule, at any point, do not entitle them to alter the pre-established agreements, and failure to adhere to the original agreement may result in a forfeiture of their investment. Failure to disclose or request out of hours requests prior to purchasing a membership or individual session will not be granted by the tutor at any time after a purchase is made, and the client may forfeit investment.

**8.4)** The termination dates of investment plans are set as rigid benchmarks and are not subject to adjustments to accommodate personal circumstances, misunderstandings, or any other factors. It is incumbent upon clients to diligently note and adhere to their plan's expiration date. Regardless of whether all available sessions within the plan have been utilised, clients are unequivocally ineligible for benefits beyond this stipulated date. The onus lies entirely with the customer, client, or consumer to assure the accuracy of the pre-scheduled dates and times, attend sessions punctually as scheduled, and abide by the stipulations delineated in our cancellation policies.

## **9. Payment Policy**

9.1) Payment for tutoring sessions is due at the time of booking. We accept payment through Visa, MasterCard, Afterpay, and others. Fees are as specified on our website or provided to you at the time of booking. Customers or consumers are encouraged to select products and services wisely, as refunds are not provided for a change of mind or any other circumstances.

## **10. Availability**

Tutoring sessions are subject to tutor availability. Australia Top Tuition will make every effort to accommodate your preferred date and time for tutoring. However, availability may be limited during peak periods. Australia Top Tuition accepts no liability for any missed appointments. It is your responsibility to book all sessions in your investment plan/s as soon as possible and recognise the availability of the tutor prior to making a purchase. If you need to reschedule a session, please refer to our Cancellation Policy for details.

**10.1)** Standard service hours are as published on the website. During these hours, Australia Top Tuition will be available for appointments, consultations, and other services.

**10.2)** We reserve the right to alter our availability on a case-by-case basis and at our own discretion outside of the established service hours. This means that we may choose to be available or unavailable for appointments or consultations outside of the standard service hours.

**10.3)** While we strive to provide notice of any changes to availability, there may be instances where changes are made without prior notice. We will make every effort to inform you of any changes as soon as possible.

**10.4)** By making any purchase or scheduling an appointment or consultation with Australia Top Tuition, you agree to these availability terms and conditions.

## **11. Session Materials and Requirements**

**11.1)** It is the responsibility of the student to have all necessary materials, textbooks, and digital tools required for the tutoring session. Please ensure you are prepared for the session by having relevant study materials available. Please do not begin working on the session materials prior to your class, unless you have been directed to do so. Failure to comply will result in automatic cancellation.

**11.2)** Australia Top Tuition may have specific technical requirements for online tutoring sessions. Please ensure that your computer, internet connection, and any required software are in working order to maximise the benefits of the session.

**11.3)** The client must have attended a [private consultation](#), completed the [Initial Test](#) and have signed the Agreement Form before tutoring can commence. If the customer or consumer has not fulfilled these requirements, the session may be cancelled, or the requirements may need to be completed in class, at the tutor's discretion.

**11.4)** Upon enrolling in any of our tutoring plans, you will be granted access to the class materials and student portal associated with the plan. The duration of access to these materials and this portal is contingent upon the specific terms of your chosen plan. The conclusion of your tutoring plan, as defined by its completion or fulfilment, will also result in the termination of access to the class materials and the student portal. Once your plan is deemed concluded, you will no longer be able to access or utilise these materials or portal resources. In cases where you have booked individual tutoring sessions rather than participating in a structured plan, access to class materials for those sessions will be provided only for the duration of the session itself and will expire upon the conclusion of the session, or upon the conclusion of the last booked session. The student portal is not accessible to non-members. Where no further individual classes have been scheduled, access to the materials will cease.

**11.5)** Clients do not have the freedom to request specific materials covering particular topics, but Australia Top Tuition will strive to meet your needs to the best of our ability.

## **12. Store Products**

When proceeding with the purchase of a digital product in your cart, it is imperative to recognise that you are procuring access to said product, not ownership of the product itself. Consequently, sharing, downloading, or printing the product is not permitted. You may, however, open and view the product online on an unlimited basis. Your access to the product will remain uninterrupted as long as Australia Top Tuition remains operational and in business.

Upon completion of your purchase, a link from our Google Drive account will be dispatched, affording you access to the product. Products can only be shared to the email addresses provided by you at checkout.

## **13. Intellectual Property**

All content provided during our tutoring sessions, including study materials, documents, and communication, is the property of Australia Top Tuition and is protected by copyright and other intellectual property laws. You agree not to use, reproduce, or distribute this content without our written permission. If you are found to circulate or share these materials in any form, you will face an automatic blacklisting from our services, and additionally this will result in a loss of investment funds.

## **14. Disclaimer of Warranties**

Our tutoring services are provided "as is," and we do not guarantee the outcome of any tutoring sessions. While we make every effort to provide quality education, we cannot guarantee specific results. Our recommendations are estimations only.

## **15. Limitation of Liability**

**15.1)** To the extent permitted by law, Australia Top Tuition will not be liable for any indirect, incidental, or consequential damages arising from the use of our tutoring services.

**15.2)** The client is responsible for managing their own education and, as such, should continue to refine their study outside of sessions with us. Tutoring is supplementary and should be supported by your own efforts outside of class.

**15.3)** Any ACER queries (e.g. reasonable adjustments or special considerations) will need to be lodged to ACER. Australia Top Tuition is not a representative of the ACER Organisation and may not be able to provide support in these matters, though we will do our best to help you contact ACER with an inquiry if necessary.

## **16. Termination**

We reserve the right to terminate or suspend your access to our tutoring services at our discretion, without notice. Disrespectful, abusive, and antisocial behaviour will not be tolerated. Choosing to behave in this way may result in immediate blacklisting and loss of investment.

## **17. Changes to Terms and Conditions**

We may update these Terms and Conditions from time to time. Any changes will be posted on our website, and your continued use of our tutoring services will constitute your acceptance of the revised terms.

## **Acknowledgment and Acceptance of Terms**

By signing this document, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions outlined above. You also acknowledge that you have been given the opportunity to ask questions and seek clarification on any part of these terms and conditions.

Furthermore, you accept that Australia Top Tuition reserves the right to update or modify these terms and conditions at any time. Any significant changes will be communicated to you via our website. Your continued use of our services following any such changes constitutes your acceptance of the updated terms.

**Please sign and date below to indicate your acknowledgment and acceptance of these terms and conditions.**

**Date:** \_\_\_/\_\_\_/\_\_\_ **Full Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_