



FUTURE PLUS

EDUCATION SERVICES

CLIENT TERMS AND CONDITIONS

1. Nature of Engagement

- a. Future Plus Education Services ('Future Plus') facilitates relationships between Tutors and clients. Future Plus Education Services is not, and does not hold itself out to be, a Tutoring service.
- b. You are referred to in this contract as 'the Client', and you are the other party to this contract. You agree to the purchase of Tutoring services on behalf of 'the Student'. 'The Student' may be yourself or another person. The Student is the person who receives the Tutoring service through sessions of Tutoring.
- c. You engage us to provide Services to you or the Student on these Terms & Conditions.
- d. These Services will automatically renew for the following billing cycle, unless the student has finished year 12, or you advise us in writing prior to expiration of the current billing cycle that you do not wish for the Services to continue for the new billing cycle. If you pay the Fee for the new billing cycle or the student attends a session for the new billing cycle, you/the students are automatically deemed to have accepted the Services for the new billing cycle.
- e. The Tutoring services are provided by the Tutor under a separate agreement between the Client and the Tutor. See below for this agreement.
- f. Tuition Sessions will be conducted:
 - at such times agreed upon between you and the Tutor
 - either online or at your location or by such medium as agreed upon between you and the Tutor; and
 - if in person, in an open and accessible area (not in a bedroom).

2. General

- a. The Client acknowledges that these terms govern the legal rights and obligations between the Client and Future Plus. Future Plus may amend this agreement from time to time, and the Client agrees to check these Terms and Conditions from time to time and be bound by any amendments.
- b. No variation or alteration of these terms by the Client shall be valid unless expressly approved in writing by Future Plus.
- c. This agreement is governed by the laws of Queensland.
- d. You must advise us of any change in contact detail (address, email and/or telephone). We will not be responsible in any respect if you do not advise us of any contact detail change.



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3. Agreement with the Tutor for the provision of Tutoring services

- a. A Tutor will be deemed to have been introduced to the Client by Future Plus in the event that either the name of the Tutor is provided to the Client by Future Plus following the request for a Tutor by the Client, or Future Plus arranges for a Tutor to contact the Client following such request for a Tutor provided by the client to Future Plus.
- b. By booking a Session with the Tutor, the Client agrees to be bound by these Terms and Conditions and by the Terms and Conditions which govern their relationship with the Tutor.
- c. The Tutor is self-employed and engaged by the Client to provide tuition to the Student. Clients should be aware that the Tutor does not have power to bind Future Plus in any way, and the Tutor is neither an Agent nor Employee of Future Plus.
- d. Client must treat the Tutor with respect at all times. Any abuse, threatening harmful or like conduct to the Tutor will be a breach of these Terms & Conditions.

4. Prohibition of other Arrangements

- a. The Client will not agree to any alternative fees with the Tutor and agrees not to render any direct payments to the Tutor.
- b. The Client is not permitted to enter into any private arrangements with any Tutor introduced by Future Plus Education Services. The Client undertakes to make all bookings with Tutors introduced by Future Plus Education Services exclusively through Future Plus.
- c. The Client agrees not to refer the Tutor to any other clients without using Future Plus as agent.
- d. A breach of these terms will render the Client liable to account to Future Plus all sums received by the Tutor direct from the Client or from a new Client without deduction, and Future Plus shall be entitled to seek injunctions against the Client to prevent further breaches. These obligations continue beyond the termination or conclusion of this agreement.
- e. Should the Client wish to recommend one of Future Plus' Tutors to any other Potential or Actual Client, that Client must contact Future Plus to make a booking through the agency.

5. Commitments of the Agent

- a. Future Plus agrees to assign to the Client a suitable Tutor for the student. In assessing suitability, Future Plus shall consider teaching style, time commitments, level of student, content of subject, and any other needs as discussed between Future Plus and the Client.

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- b. The Client may engage Future Plus to organise a Course of Tuition, being a set number of tuitions for a prescribed time. The Client may also choose to engage Future Plus to organise continuous educational support of the student.
- c. If the Tutor is unable to complete the Course of Tuition, or the Client requests a replacement Tutor because they are not satisfied with the original Tutor assigned to them, Future Plus will endeavour to find up to two suitable replacement Tutors with regard to the level and subject for which tuition is required.
- d. If Future Plus is unable to find such a suitable replacement Tutor within a reasonable time to complete the remaining Sessions of the Course of Tuition, Future Plus will refund a portion of the fees pre-paid by the Client representing the number of sessions that the Tutor or any replacement Tutor has been unable to complete.
- e. If the replacement Tutors meet Future Plus Tutors criteria for suitability for the job in terms of subject and level knowledge and is available at the times that are convenient for the Client, then Future Plus has fulfilled its obligations; if the Client then wishes to terminate the Tuition mid-Course, the provisions of paragraph 7 will apply.

6. Payment

- a. Future Plus will charge the Client for lessons planned four weeks upfront from the week of the first lesson. Any additional lessons conducted will be invoiced in the next billing cycle. Any lessons rescheduled/cancelled will become credits on the Client's account in accordance with the cancellation policy in Section 7.
- b. The Fee for a billing cycle is non-refundable where:
 - the client cancels the Services during the billing cycle without allowing Future Plus to find suitable replacement tutor(s) for the client if the cancellation is caused by not being satisfied with the current tutor; or
 - Future Plus terminates these Terms & Conditions as a result of Client's breach of conduct.
- c. The Client will pay by methods discussed between the Client and Future Plus.
- d. The Client agrees to pay, at the latest, within seven (7) days of the session occurring. A \$5 late fee will apply for payments after the due date.
- e. The Client acknowledges that payment consists of a payment to Future Plus for managing the Tutor and Clients services. The payment of the Tutor will be managed by Future Plus, for a price agreed upon between the Tutor and Future Plus.
- f. Future Plus may vary the Fees at any time; however, we will not vary the Fee during a billing cycle or where you have committed to a longer upfront payment (more than four weeks in advance).
- g. Fees are inclusive of GST and in Australian dollars.

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- h. You may be charged an additional Fee if:
 - you pay the Fee by way of credit card or direct debit;
 - any payment of the Fee is dishonoured or declined;
- i. We are required to take action to recover any overdue amount from you (including legal expenses on a solicitor/client basis, collection agency charges (if permissible by law) or any other reasonable associated cost).

7. Client's Responsibilities and Cancellation Policy

- a. Clients should be aware that there can be considerable preparation involved before each Session of tuition, in addition to travel time and cost to the Tutor. The Client shall notify Future Plus Tutors immediately and without delay and in any event within 24 hours if the Tutor fails to attend work or notifies the Client that they are unable to attend work for any reason.
- b. The Client shall make a committed effort to follow the program as established between themselves and Future Plus and to commit to the scheduled meetings.
- c. Should the Client need to reschedule a meeting, this is to be negotiated between the Tutor and the Client. However, Future Plus is available to assist in rescheduling where required.
- d. Should a Client need to reschedule a meeting, they are to give twenty-four (24) hours' notice.
- e. Should a Client cancel a meeting within 12 hours, they will be liable to pay the cost of the agency fee (\$20.00).
- f. Should a Client cancel within 3 hours of the meeting, the Client will be liable to pay the full agreed cost of the session.
- g. Cancellation fees may be discounted or waived where Future Plus believes the cancellation to be for a reasonable reason.
- h. Cancellations by the Client on a regular basis, or that which Future Plus perceive as unreasonable, regular cancellations, may lead to Future Plus choosing to no longer offer services, or to be considered as termination of agreement of existing contractual agreements.

8. Termination

- a. The Termination or Conclusion of the Agreement occurs when all of the obligations under this contract are complete or discharged, excluding the ongoing undertakings in paragraph 4 of this contract. Conclusion of the Agreement will typically occur at the end of the final lesson but may occur at another time in accordance with Section 6 of this contract.



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- b. If the Client wishes to terminate the Tuition mid-Course for any reason, no refunds can be granted for the balance of sessions that have been taught; furthermore, one week's notice must be provided. In that week the Client may choose to utilise the Session or Sessions that were planned to occur during that week, or not, but will not be refunded if the Client chooses not to utilise the Session or Sessions during that week.
- c. Future Plus may terminate or suspend the Services if the Client fail to pay any of the Fee, and if the Client breach these Terms & Conditions and fail to remedy the breach within 10 days of request by us to do so.

9. Liability

- a. Future Plus does not accept any liability for any claims by the Client arising out of or related to the provision of Tutoring services by the Tutor.
- b. Future Plus does not, and cannot, warrant or guarantee the desired grade result of any Student and do not accept responsibility or liability for a Student's overall performance in any examination or on an assessment piece.
- c. Future Plus does not exclude liability that is not permitted to be excluded by law.
- d. Future Plus will not be liable to the Client or any third party for any act, omission or error (whether wilful, negligent or otherwise) of the Tutor.
- e. Whilst every effort is made by Future Plus to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Tutors and further to provide them in accordance with the Client's needs, Future Plus is not liable for any loss, expense, damage or delay arising from the negligence, dishonesty, misconduct, accidental or deliberate damage to property during the assignment or lack of skill of the Tutor.
- f. The Client shall indemnify and keep indemnified Future Plus against any costs, claims or liabilities incurred by Future Plus arising out of any Assignment or as a result of any breach of these Terms by the Client.
- g. Future Plus is not responsible for insurance arrangements in respect of the Tutor providing Tutoring services.
- h. Tutors enter the home of Clients under their own arrangement and business practice, and any damage, act, or consequences arising from their actions are theirs and theirs alone. Future Plus makes no undertaking, accepts no liability, and has no control over Tutors actions during and outside of sessions.