



Terms and Conditions

Definitions

“CLEAR” – Advantage Line Tutoring Pty Ltd “Trading as” CLEAR Education. ABN 53 169 658 208

“Tutoring Service” - Tutoring Lesson(s) provided by CLEAR in exchange for payment(s)

“Customer” – person who engages and pays CLEAR for tutoring services. If paid by a parent or guardian, then they are considered a “Customer”.

“Term” – the calendar school term as provided by the Department of Education (Australia). Usually around 10 weeks.

“Month” - the calendar month for which the lessons are provided

“Tutor” - the staff member of CLEAR who provides the lesson to the Customer

“Lesson” - an appointment with a Tutor to receive lesson

About

These terms and conditions are provided to ensure clarity for the Customer. They are hosted on our [website](#).

CLEAR assumes that the Customer has read and understands these terms and conditions.

1. Services provided

1. CLEAR provides Tutoring services which provide a Customer with extra resources as they attempt to complete assessments with their education provider.
2. CLEAR provides services from Kindergarten through until Year 12, including extension 1 & 2. and adult lessons.
3. CLEAR will recommend a strategy based on the specific needs of each Customer, including, but not limited to: number of appointments; content; workload and tasks.
4. CLEAR will seek to match the Customer with a best available Tutor, to ensure the most optimal outcome for the Customer.

2. Accountability

1. CLEAR will provide a Tutoring Service which best suits the Customer. However, the onus of completing the recommended workload and fulfilling all other assigned tasks, lies solely with the Customer.
2. CLEAR's Tutors are ex-customers of CLEAR and therefore have an inherent understanding of accountability
3. CLEAR's Tutors are employed based on cultural fit and possession of the desire to see the Customer succeed in their assessments

3. Payment for services

1. CLEAR's prices are listed on the CLEAR website – www.cleareducation.com.au
2. CLEAR's prices are for a 60 minute lesson
3. CLEAR's prices are inclusive of GST
4. CLEAR invoices for the number of lessons as per our term. For example, Term 2 of 2018 is 10 weeks, so the invoice for Term 2 will be for 10 lessons.
 - a. You can elect to pay for the term in full or;
 - b. You can elect to subscribe to weekly payments, which are debited automatically each week (as at Term 2 2018).
 - i. A one time setup fee of \$2 will be incurred if payment is made via the weekly subscription option.
5. CLEAR provides 2 options for paying
 - a. Debit card payment
 - b. Credit card payment via the issued invoice.
 - i. Customers can enter credit card details via secure online invoicing system
6. CLEAR requires payment before the first lesson(s)
 - a. Customers who join CLEAR prior to the commencement of the Term, are charged for the full Term.
 - b. Customers who join CLEAR during the Term, are charged from the first appointment to the completion of the Term.
7. CLEAR retains the right to charge a customer's credit card in the event of a dishonoured payment, regardless of when the original invoice was sent.
8. Upon request CLEAR can provide an "activity statement" every Term or Month which details payments made and lessons provided.
9. A Customer can order an activity statement by emailing: karene@cleareducation.com.au

4. Rescheduling

1. CLEAR understands that at times, a Customer may need to reschedule a lesson, based on reasons such as school excursions, sporting events, family events and ill health.
2. CLEAR strongly advocates for consistent lessons to maximise each Student's learning.
3. Additionally, CLEAR also agrees with Fairwork policies and commits to providing a minimum number of hours to staff members per shift. Therefore we have implemented policies to try meet all stakeholders needs.
4. If a Customer wishes to reschedule a lesson, the lesson MAY be rescheduled depending on the availability of the Tutor.
5. CLEAR needs at least 24 HOURS NOTICE to reschedule a lesson, or the lesson will be charged as per usual.
6. If a Customer chooses to cancel their lesson they will be charged for the lesson. CLEAR may be able to offer a refund depending on the circumstances.
7. If a Tutor becomes unavailable, due to foreseen or unforeseen circumstances, CLEAR will provide an interim replacement Tutor.
 - a. If CLEAR cannot provide a replacement Tutor, then a refund or a makeup lesson will be credited to the Customer.
8. CLEAR may cancel lessons due to unexpected events, such as a natural disaster. Refunds or credits will be provided for these cancellations.

5. Lesson scheduling and notifications

1. CLEAR currently operates outside of normal school hours and on Saturdays. All lessons are provided during these times.
 - a. If requested by the Customer, lessons can be scheduled for other times, such as Sunday and early morning. Due to higher costs to CLEAR, this abnormal scheduling and delivery of lessons can carry up to a 50% surcharge.
2. Upon CLEAR being engaged and paid to provide services to the Customer, CLEAR will send a booking confirmation for the first lesson to the Customer via email.
 - a. The email will be titled "Your booking appointment is confirmed".
 - b. There will be an option to save the appointment details to your personal calendar in your device or software. CLEAR recommend using these personal calendars to manage your lessons.
 - c. The email contains the tutoring service name; the tutor's name; the address; the date; the time and the payment required for the lesson
 - d. Any changes to this lesson will be sent with an email notification titled "Appointment change for". If there is a new time and date, the Customer must update their own personal calendar
3. 24 hours before the lesson, a reminder email notification for every lesson will be sent to the Customer. The notification will be titled "A reminder of your appointment".
 - a. The email contains the tutoring service name; the tutor's name; the address; the date; the time and the payment required for the lesson.
4. Clear will invoice on a term to term basis, based on the Catholic School Term. If a Child's lesson falls on the public holiday. It is up to the discretion of the tutor and student/parent to decide whether they will conduct the lesson on the public holiday or reschedule the lesson to later in the term.

6. Privacy and Social Media

1. CLEAR adheres to strict confidentiality and privacy policies to ensure Customer information is kept safe and secure from any privacy breaches.
2. CLEAR may at times request from the Customer, the right to publicly publish the Customer's results. All requests are made via email.
3. CLEAR reserves the right to publicly publish the results of all Customer, without identifying each individual Customer.
4. CLEAR may request the use of photographs of the Customer for advertising means, such as print media, social media and other marketing forms. All requests are made via email. The Customer reserves the right to refuse these requests from CLEAR.
5. CLEAR values the privacy of every person and is committed to protecting information that CLEAR Education collects.
6. CLEAR only provides school reports and ordinary school communications to parents who have a legal right to that information.

7. Other

1. Upon request, CLEAR can provide:
 - a. A "Working with children" certificate for all staff members
 - b. A "Certificate of Currency" for Public Liability insurance
2. Due to unexpected events such as a natural disaster, CLEAR reserves the right to change the location of the lesson