ENROLMENT, PAYMENT AND CANCELLATION POLICY

A. ENROLMENT POLICY & PROCEDURE

1. It is compulsory for all Reception to Year 10 students enrolling in regular Maths and/or English small group classes to take a free initial assessment prior to enrolment. No initial assessments are required for Year 11 or Year 12 or for individual tuition classes.

2. Parents and caregivers must complete the **Enrolment Process** by completing the online enrolment form and updating all the required fields on the **Tutors SA Spark* Online Portal** and each of their student's Spark accounts.

3. CONDITIONS OF ENROLMENT

Parents and caregivers agree that students are enrolled at Tutors SA according to the following terms and conditions:

3.1 **Annual enrolment:** For regular tuition and extension courses, enrolment continues throughout the calendar year and automatically rolls over into the following year, except for students completing Year 12 or a course with a specified end date. Parents and caregivers may discontinue enrolment at a term boundary by following **Section B**. Mid-term cancellations are not permitted.

3.2. The enrolment fee for students new to Tutors SA is applied during the enrolment offer stage, and is charged and payable during the submission of the **Enrolment Form.** The enrolment form must be completed before proceeding with any lessons.

3.3. Once the offer of enrolment is made, it is required to accept the offer within 3 business days by completing and submitting the Enrolment Form to confirm the allocation.

3.4. A place reserved for a student may be offered to another student if the enrolment procedure and fee payments are not observed.

3.5. It is compulsory for all Reception to Year 10 regular group class students to sit for the End of Term Tests each term to measure their ongoing performance and progress.

3.6. Unsatisfactory discipline and/or attendance of students may result in termination of enrolment and Tutors SA has the full right to do so. No refunds will be provided for such terminations.

B. ENROLMENT CANCELLATION POLICY

1. **Current-term commitment:** Once a term commences, tuition fees remain payable for the full term. For mid-term enrolments, this commitment covers the remaining scheduled sessions from the agreed start date. Stopping attendance does not cancel enrolment. No refund or credit applies to unused sessions arising from a change of mind, personal scheduling commitments or non-attendance.

Please refer to Appendix 1 for the conditions of enrolment for individual tuition, Appendix 2 for conditions of enrolment for ACER®, Ignite & STEM Scholarship courses and ACER® Primary Scholarship courses, and Appendix 3 for special cancellation terms for students who pay for the full year by following the **Exclusive Loyalty Program – Save 10% of 2027 Annual Tuition Fees.**

2. **Cancellation notice:** To discontinue enrolment for an upcoming term, parents and caregivers must complete and submit the **Request to Cancel Form at least four weeks before the first day of that term,** identifying the student and the subjects or courses to be cancelled. Please refer to the table below for each term's cancellation deadline and to **Appendix 1** for the cancellation notice requirements for individual tuition.

Cancellation notice is deemed received only when the completed form is submitted to Tutors SA. Tutors SA will confirm the effective cancellation date and any applicable charges.

Email, telephone or verbal notification, including notice given to a tutor, does not replace the required form. Non-attendance does not constitute cancellation.

TERM	Deadline to submit the Request to Cancel Form
TERM 1	Monday 21st December 2026
TERM 2	Friday 26th March 2027
TERM 3	Friday 18th June 2027
TERM 4	Friday 10th September 2027

3. **Late cancellation fee**

3.1 Cancellation requests received after the published deadline but before the upcoming term commences attract a $55 late cancellation administration fee per student, regardless of the number of subjects cancelled. The fee applies once per student for that term, whether or not tuition fees have already been charged.

3.2 Tuition charges for the cancelled upcoming term will be reversed or refunded, less the applicable cancellation fee. Annual prepayments remain subject to the discount adjustments in Appendix 3.

3.3 Requests received after a term commences remain subject to the current-term commitment under B.1. No additional late cancellation fee applies to that current term where its full tuition fees remain payable.

C. PAYMENT POLICY

1. **Payment in advance:** All tuition fees must be paid in advance by the due date stated in the invoice or before commencing classes, whichever occurs first.

2. **Payment method and initial payment:** Our centres are cashless. Tuition fees are collected by **Direct Debit/Auto Charge** through the Spark payment portal using Visa or Mastercard credit or debit cards.

The enrolment fee and initial tuition payment specified in the enrolment offer are payable when the enrolment form is submitted. Enrolment is confirmed after the required payment is successfully processed.

Payment details must be entered in Spark as part of the enrolment process.

3. **Ongoing automatic payments:**

3.1 The payment authority accepted during enrolment authorises Tutors SA to charge the nominated card for accepted subjects and courses, including term-to-term and annual rollovers. Separate approval is not required for each scheduled charge covered by that authority.

3.2 Tutors SA will issue an invoice or payment schedule stating the amount and charge date before processing payment. Charges may occur before the next term commences. Upcoming-term fees and material enrolment changes will be communicated before the cancellation deadline.

3.3 Parents and caregivers must maintain valid card details, sufficient available funds and an active automatic payment authority in Spark throughout enrolment. Expired, cancelled or invalid card details must be updated promptly.

3.4 Tutors SA will notify the payer of failed payments. If card details become invalid or payment authority is withdrawn, valid details and authority must be restored by the deadline specified in the written notice. Failure to comply may result in suspension of attendance or termination of enrolment under this policy.

3.5 A failed payment, removal of card details or withdrawal of payment authority does not cancel enrolment, extend payment deadlines or remove amounts lawfully owed.

4. Tutors SA do not accept any direct bank transfers of fees and take no responsibility to track and reconcile any fees directly paid towards any of the Tutors SA bank accounts via a direct bank transfer.

5. Parents and caregivers agree to pay all tuition fees and any other fees promptly.

6. For regular group and extension classes, fees are payable in full-year in advance, full-term in advance or instalments payment only.

7. There is a 2.5% discount as part of our early bird offer, applicable for full-term payments of regular tuition made by the due date specified by Tutors SA as per our Schedule of Fees & Charges.

8. There is a 2.5% premium applicable for all instalment payments of regular tuition made by the due date specified by Tutors SA as per our Schedule of Fees & Charges. This offer is not applicable for parents enrolling for the first time, and available only for subsequent terms.

9. A separate payment schedule is applicable for the individual tuition and all special courses including ACER®, Ignite & STEM Scholarship course, ACER® Primary Scholarship course as detailed in their specific information package.

10. **Mid-term enrolments:** Any student commencing classes once a term has started will pay the fees for the remaining number of sessions in that term. No discounts are applicable.

11. **Overdue payments:** A one-off **$30 late payment administration fee** applies where tuition fees remain unpaid more than 14 calendar days after the original due date, following a written reminder. The fee is capped at **$30 per family for invoices with the same due date.** The fee does not apply to Tutors SA or payment-system errors, approved payment arrangements being honoured, or amounts under genuine investigation.

12. Parents and caregivers agree that if they do not comply with the payment policies:

12.1.Tutors SA has the full right to terminate the enrolment without notice.

12.2.Tutors SA can take steps to recover monies owed, including professional debt collection action, and parents and caregivers agree to pay the costs or expenses incurred in the collection of overdue amounts.

13. A student cannot commence a new term whilst fees and charges from the previous term remain unpaid.

14. Parents and caregivers agree to be bound by Tutors SA's **Schedule of Fees & Charges,** which are subject to change from time to time, including Terms and Conditions of Payment. Please refer to our **Schedule of Fees & Charges** for further information on the fees, payment deadlines, payment method and options.

15. Parents and caregivers agree to provide proof of payment of any fees upon request by Tutors SA to verify payments. If proof of payment cannot be provided, Tutors SA is not liable for the missing funds and has the right to request payment of that invoice.

D. ATTENDANCE POLICY FOR REGULAR TUITION GROUP CLASSES

1. Students are required to attend all classes during the scheduled time and day in which they are enrolled.

Requests for permanent change of enrolled classes during a term:

2. These are based on class availability and initial assessment results. If we are unable to accommodate the request, students are required to continue their enrolled classes until the end of the Term. As per B.1 there will be no refunds or credits if parents and caregivers decide to cancel classes during the term.

Replacement class policy due to absence (see Appendices for individual tuition and special courses):

3. If a student were to miss a lesson, students are required to replace the class in the same week of absence from their original scheduled class, so that students can catch up on the same content for the missed lesson.

3.1 In Terms 1, 3 and 4, Tutors SA commences each new teaching week from Saturday, as the first day of these terms falls on a Saturday.

3.2 **Term 1 Adjustments:** Week 12 operates on a Tuesday-to-Sunday cycle, from 30 March to 4 April. Week 13 operates on a Monday-to-Sunday cycle, from 5-11 April. Replacement classes must be scheduled within the corresponding academic week.

3.3 **Term 2 Adjustment:** The academic week operates on a Monday-to-Sunday cycle throughout Term 2. Replacement classes must be scheduled within the same Monday-to-Sunday week.

3.4 For all other weeks across Terms 1 (Weeks 1-11), 3 and 4, replacement classes must follow the standard Saturday-to-Friday academic week.

3.5 Parents and caregivers are encouraged to refer to the Full Class Timetable for their child's year level when arranging replacement classes. This ensures that the replacement class aligns with the correct lesson content for that academic week.

4. To increase your chances of securing a replacement class, parents and caregivers should notify Tutors SA of any absences by emailing **info@TutorsSA.com.au** at least 7 days prior to the original scheduled class.

5. If not informed on time, the option of a replacement class may not be available.

6. If available there is a maximum of two (2) replacement classes per subject, per term which cannot be rolled over to the next term.

7. If two (2) replacement classes are utilised, no further replacement classes will be offered, and the class material and/or lesson outline will be provided for the missed session.

8. If a class is cancelled by Tutors SA at any time, Tutors SA will provide:

8.1. A replacement class with the date and time set by Tutors SA, where students can join face-to-face or online using the Hybrid Tuition Model at Tutors SA.

8.2. For students who cannot attend the replacement class set by Tutors SA, a credit will be issued to the value of the class missed for the following term.

8.3. If the student is not continuing with Tutors SA the following term, a refund to the same value will be provided at the end of the term.

In the event of a situation where we cannot utilise our centre facilities for example due to a lockdown, we will provide our classes in an online format, and parent agree to accept this as the only solution.

E. OTHER TERMS AND CONDITIONS

1. AMENDMENT

Tutors SA reserves the right to amend our Terms and Conditions at any time without notice.

2. SUPERVISION

2.1. Tutors SA will endeavour to provide reasonable care of the student while the student is under the care or supervision of Tutors SA during the student's enrolled class times.
2.2. Tutors SA is not liable for supervision of students outside of their enrolled class times.

3. LIABILITY

3.1. **Emergency medical assistance:** Parents and caregivers authorise Tutors SA to provide appropriate first aid and arrange urgent medical assistance, including ambulance transport, where reasonably necessary. Tutors SA will make reasonable efforts to contact the parent, caregiver or emergency contact. Treatment decisions and consent remain subject to applicable law. Parents and caregivers are responsible for associated costs, except to the extent caused by Tutors SA's negligence or unlawful conduct.

3.2. The parents and caregivers acknowledges and agrees that all costs incurred as a result of any damage, injury, loss, expense or liability that may be caused to public and/ or private property by the student will be completely paid to Tutors SA.

3.3 **Liability:** To the extent permitted by law, Tutors SA is not liable for loss, damage or injury except to the extent caused or contributed to by its negligence, breach of contract or unlawful conduct, or that of its employees or contractors. Nothing in this policy excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded under the Australian Consumer Law or other applicable law.

4. DROP OFFS AND PICK-UPS

4.1. Parents are required to drop their student(s) off at most 10 minutes before the class starts and pickup immediately after the class ends. Any drop offs earlier or pick up later than the specified time frame is not acceptable. Tutors SA does not provide supervision outside of class attendance and therefore does not take responsibility for any consequences due to early drop-offs or late pick-ups.

4.2. Parents are required to pick up their student(s) as soon as their class session has finished. For students attending the last class of the day, if a late pick-up prevents our reception team from closing the centre on time, a late pick-up fee of $25 for every 5 minutes will be invoiced within 7 days and payable by the due date.

4.3. We strongly advise parents and caregivers to walk your student into the centre during drop offs (especially younger students) and walk into the centre to pick up your student for safety and security reasons.

5. INDEMNITY

5.1 Parents and caregivers agree to indemnify Tutors SA against substantiated losses and reasonable costs, including reasonable legal costs, to the extent caused by their or the student's negligence, wilful misconduct or unlawful conduct. This indemnity does not apply to the extent that Tutors SA or its employees or contractors caused or contributed to the loss through negligence, breach of contract or unlawful conduct.



6. COMMUNICATION

6.1 Parents and caregivers give consent to receive any form of communication from Tutors SA related to important updates, events, and promotions from time to time to the contact details provided upon submission of the enrolment form.

6.2 Parents and caregivers acknowledge that they have read and understood this policy and agree to comply with its terms and conditions.

APPENDIX 1

ADDITIONAL POLICY NOTES FOR INDIVIDUAL TUITION

1. The minimum enrolment period is one term per subject upon the agreed enrolment start date.

2. Full payment in advance before the start of the class is required to secure the enrolment.

3. Payments are to be made by Direct Debit/Auto Charge via Visa or Mastercard. Our Centres are cashless to ensure the safest environment for our students. Payment details are accepted at the point of enrolment during the enrolment process. Tutors SA accept credit or debit cards with MasterCard/Visa function.

4. Tutors SA do not accept any direct bank transfers of fees and take no responsibility to track and reconcile any fees directly paid towards any of the Tutors SA bank accounts via a direct bank transfer.

5. No discounts are applicable for individual tuition.

6. Enrolment automatically rolls over from one term to the next, unless the cancellation of enrolment for the new term is notified to us by completing the **Request to Cancel Form at least 4 weeks prior** to the first day of the new term. Please refer to the table below for the cancellation notification deadline set out for each term.

TERM	Deadline to submit the Request to Cancel Form
TERM 1	Monday 21st December 2026
TERM 2	Friday 26th March 2027
TERM 3	Friday 18th June 2027
TERM 4	Friday 10th September 2027

LATE CANCELLATION FEE

7. Cancellation deadlines will be strictly enforced, and clients are responsible for ensuring cancellations are submitted on time to avoid delays, late fees, or refund processing complications.

8. If a cancellation request is submitted after the stated deadlines and the client has already been charged for the upcoming term, the $55 late cancellation fee will apply.

9. If the client changes their mind after being charged, the $55 fee will be deducted from any applicable refund.

Cancellation or Rescheduling Requests of Individual Tuition Sessions by Parents

10. **Requests and notice:** All cancellation or rescheduling requests must be emailed to **info@TutorsSA.com.au**. Notice is measured from receipt of the email to the original lesson start time. Replacement lessons are subject to tutor and student availability.

11. **At least 48 hours' notice:** Parents and caregivers are entitled to one (1) replacement lesson per term for Individual Tuition without an administrative fee, provided at least 48 hours' notice is given in accordance with clause 10. The original lesson remains fully chargeable.

12. **Additional replacement lessons:** Once the fee-free replacement entitlement has been used, a $50 administrative fee applies to each additional replacement or rescheduling arrangement, including where at least 48 hours' notice is given.

13. **Between four and 48 hours' notice:** Requests received at least four (4) hours but less than 48 hours before the lesson may be accommodated, subject to availability. A $50 administrative fee applies, including where the fee-free replacement entitlement has not been used.

14. **Less than four hours' notice or non-attendance:** If a parent or caregiver cancels a lesson with less than four (4) hours' notice, or the student does not attend for any reason, including medical reasons, the original lesson remains fully chargeable. No refund, credit or replacement lesson entitlement applies. Online attendance at the original scheduled time may be offered where feasible.

15. **Confirmation and lesson charges:** Any applicable administrative fee is charged only when a replacement lesson is confirmed. Until then, the original lesson remains scheduled and fully chargeable. If a replacement cannot be arranged, or the family chooses not to reschedule, no refund or credit applies.

Cancellation or Rescheduling Requests of Individual Tuition Sessions by Tutors SA

16. If Tutors SA had to cancel a scheduled lessons due to an unavoidable reason, the class missed will be rescheduled to the next date or offered online subject to tutor and student availability. While Tutors SA endeavour to reschedule a missed lesson within one(1) week, Tutors SA may not be able to do so in all cases.

17. For absences or cancellations within 48 hours of the session, an online class may be offered at the scheduled time. Requests to reschedule may not be possible. If the absence or cancellation is due to medical emergencies, we require a medical certificate to be emailed to **info@TutorsSA.com.au** before attempting to reschedule.

18. All face-to-face classes are held at the Tutors SA designated centres.

19. If a session must be cancelled or rescheduled due to Tutor SA-related reasons (e.g., tutor absence, centre closure), the replacement will be provided at no cost.

Requests to change the day and/or time of enrolled classes during a term:

20. These are assessed on an individual basis. If we are unable to accommodate the request, students are required to continue their enrolled classes until the end of the Term. As per B.1 there will be no refunds or credits if parents/caregivers decide to cancel.

21. Requests to transition from individual tuition to group classes can only occur at the start of a new term subject to the requested class being suitable and available.

22. This request must be notified to us by completing the Request to Cancel Form at least 4 weeks prior to the first day of the new term.

APPENDIX 2

ADDITIONAL POLICY NOTES FOR ACER®, IGNITE & STEM SCHOLARSHIP COURSES, and ACER® PRIMARY SCHOLARSHIP COURSES

1. Conditions of Enrolment: These are special courses with highly limited spaces, and enrolments are offered based on an initial selection and grouping test outcome. **Once a student is enrolled, no cancellations are allowed, and it is compulsory to attend all the scheduled sessions in these special courses.**

2. **Attendance:** It is compulsory for all students to attend both the Maths and English components, which are conducted during each scheduled session. These two components together constitute one complete session.

3. If a student was to miss a lesson, the student is required to replace the class in the same week of absence from their original scheduled class, so that student can catch up on the same content for the missed lesson.

3.1 It is recommended that parents to be aware of the classes available for the respective course of your student based on respective special course timetable in order to be able to plan for the replacement class accordingly.

3.2 To increase your chances of securing a replacement class, parents and caregivers should notify Tutors SA of any absences by emailing info@TutorsSA.com.au at least 7 days prior to the original scheduled class.

3.3. If not informed on time, the option of a replacement class may not be available.

4. If a student fails to attend classes during the scheduled period, neither credits nor refunds will be provided.

5. More information about this course and fee payments is provided in respective information packages.

APPENDIX 3

ADDITIONAL POLICY NOTES FOR THE EXCLUSIVE LOYALTY PROGRAM – SAVE 10% OF ANNUAL TUITION FEES

1. This loyalty program is offered exclusively for students currently enrolled in term 4 2026, and valid only for the end of year enrolment rollover process.

2. The offer is valid only till 12 February 2027.

3. If a parent decides to cancel the enrolment after paying the full year tuition fees with 10% discount, the applicable adjusted discounts for the terms completed is changed as per the table below.

TERM Cancelling From	Deadline to submit the Request to Cancel Form	Applicable adjusted discount for the terms completed
TERM 2	Friday 26th March 2027	2.5% for Term 1
TERM 3	Friday 18th June 2027	5% for Terms 1 and 2
TERM 4	Friday 10th September 2027	7.5% for Terms 1, 2 and 3

GLOSSARY OF TERMS

Regular tuition group classes – refers to the Reception – Year 10 Maths, English, and General Science subjects; SACE subjects; Extension Classes.

- END -

Your partner in academic excellence!