



FULL SPECTRUM EDUCATION

TERMS AND CONDITIONS FOR CLIENTS

1. NATURE OF ENGAGEMENT

- a. Full Spectrum Education ('Full Spectrum') facilitates relationships between Tutors and clients. Full Spectrum Education 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. The Tutoring services are provided by the Tutor under a separate agreement between the Client and the Tutor. See below on this page for this agreement.
- d. 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 5c and 5d 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.

2. GENERAL

- a. The Client acknowledges that these terms govern the legal rights and obligations between the Client and Full Spectrum Education. Full Spectrum Education 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 Full Spectrum Education
- c. This agreement is governed by the laws of Queensland.

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 Full Spectrum in the event that either the name of the Tutor is provided to the Client by Full Spectrum following the request for a Tutor by the Client, or Full Spectrum arranges for a Tutor to contact the Client following such request for a Tutor provided by the client to Full Spectrum.
- 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 Full Spectrum in any way, and the Tutor is neither an Agent nor Employee of Full Spectrum.

4. PROHIBITION OF OTHER ARRANGEMENTS

- a. The Client will not agree 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 Full Spectrum. The Client undertakes to make all bookings with Tutors introduced by Full Spectrum exclusively through Full Spectrum.
- c. The Client agrees not to refer the Tutor to any other clients without using Full Spectrum Education as an agent.
- d. A breach of these terms will render the Client liable to account to Full Spectrum all sums received by the Tutor direct from the Client or from a new Client without deduction, and Full Spectrum 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 Full Spectrum's Tutors to any other Potential or Actual Client, that Client must contact Full Spectrum to make a booking through the agency.

5 COMMITMENTS OF THE AGENT.

- a. Full Spectrum agrees to assign to the Client a suitable Tutor for the student.
- b. In assessing suitability, Full Spectrum shall take into account teaching style, time commitments, level of student, content of subject, and any other needs as discussed between Full Spectrum and the Client.
- c. The Client may engage Full Spectrum to organise a Course of Tuition, being a set number of tuitions for a proscribed time. The Client may also choose to engage Full Spectrum to organise continuous educational support of the student.
- d. 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, Full Spectrum will endeavor to find up to two suitable replacement Tutors with regard to the level and subject for which tuition is required.
- e. If Full Spectrum Education is unable to find such a suitable replacement within a reasonable time to complete the remaining Sessions of the Course of Tuition, Full Spectrum Education 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
- f. If the replacement Tutors meet Full Spectrum Education's criteria for suitability for the job in terms of subject and level knowledge and is available at the same time or another time convenient for the Client, then Full Spectrum has fulfilled its obligations; if the Client then wishes to terminate the Tuition mid -Course, the provisions of paragraph 5g will apply.
- g. 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.

6. PAYMENT

- a. The Client will pay by methods discussed between the Client and Full Spectrum Education.
- b. The Client agrees to pay, at the latest, within seven (7) days of the session occurring.
- c. The Client acknowledges that payment consists of a payment to Full Spectrum for managing the Tutor and Clients services. The payment of the Tutor will be

managed by Full Spectrum, for a price agreed upon between the Tutor and Full Spectrum.

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 Full Spectrum Education 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 Full Spectrum, 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, Full Spectrum 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 24 hours, they will be liable to pay the cost of the agency fee (\$20.00 per hour).
- f. Should a Client cancel within 4 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 Full Spectrum believes the cancellation to be for a reasonable reason.
- h. If the Student or Client chooses to terminate a Session early (for example, after one hour of a two-hour session), the Session will be charged at the usual price.
- i. Cancellations by the Client on a regular basis, or that which Full Spectrum perceive as unreasonable, regular cancellations, may lead to Full Spectrum choosing to no longer offer services, or to be considered as termination of agreement of existing contractual agreements.

8. EXPENSES

- a. Provided the Client gives clear prior consent in writing, the Tutor may obtain educational resources such as textbooks on behalf of the Client/Student. As stated in Prohibition Of Other Arrangements, the Client agrees not to render any direct payments to the Tutor. Full Spectrum must be informed of any such arrangement to obtain educational resources, and will arrange reimbursement for the Tutor via invoice to the Client.

9. LIABILITY

- a. Full Spectrum 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. Full Spectrum does not exclude liability that is not permitted to be excluded by law.
- c. Full Spectrum 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.
- d. Whilst every effort is made by Full Spectrum 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, Full Spectrum 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.
- e. The Client shall indemnify and keep indemnified Full Spectrum against any costs, claims or liabilities incurred by Full Spectrum arising out of any Assignment or as

a result of any breach of these Terms by the Client.

- f. Full Spectrum does not accept any liability for the consequences of tuition, including, but not limited to, exam results and assignment scores
- g. Full Spectrum 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. Full Spectrum makes no undertaking, and accepts no liability, and has no control over, Tutors actions during and outside of sessions.

10. DATA PROTECTION

- a. The Client agrees that they will not disclose any confidential information concerning the Tutor or Full Spectrum to any person for the duration of this agreement and for a period of five years after termination of the agreement, save as required by law, court order or any governmental or regulatory authority. More detailed information is available in the Privacy and Data Collection Policy available on Full Spectrum's Website.

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