

# **Terms and Conditions**

## INTELLECTUAL PROPERTY NOTICE

The logos, graphics, pictures, design, and layout ("Contents") of all resources given to students, electronically or otherwise, are the exclusive property of Tenacity Tutoring. The Contents shall not be reproduced, attached, copied, or linked to or from, any website or any other print or electronic medium without the express written consent of Tenacity Tutoring.

## **PRIVACY POLICY**

Tenacity Tutoring ("Tenacity") is bound by the Privacy Act 1988 (Cth) ("Privacy Act") and will protect your personal information in accordance with the Australian Privacy Principles. These principles govern how we can collect, use, hold and disclose your personal information. Protecting your privacy and the confidentiality of your personal information is fundamental to the way Tenacity does business.

We advise that much of the information that you may have provided or may be asked to provide to Tenacity is 'personal information' as defined by the Privacy Act. Tenacity collects and holds personal information such as the student's name, gender, date of birth, age, school year, address, and the parents/guardians' details such as their names and contact details.

We typically collect and hold such information by requesting students to fill out a Student Enrolment Form which is completed by the student's parent or guardian. We may store your information in hard copy or electronic format, in storage facilities that we own and operate ourselves, or that are owned and operated by our service providers. We take reasonable steps to maintain the security of your information and to protect it from unauthorised disclosures.

Collection of your personal information is required for the following purposes:

- Monitoring and improving the performance of students
- Developing and improving Tenacity learning materials and instructional methods
- Providing training to employees and instructors of Tenacity
- Any other purposes the student's parent/carer has been given notice of in the Enrolment form or otherwise.

We may also use your personal information to keep you informed of upcoming events and/or to offer you our products or services that we believe may interest you. If you do not want to receive such communications from us, please contact us.

In accordance with the Australian Privacy Principles, your personal information may only be disclosed (i) to you and your parent/guardian (if you are a minor), or (ii) as may be required or authorised by or under an Australian law or a court/tribunal order.

You are entitled to access your personal information held by Tenacity upon request. If you wish to access or correct your personal information held by Tenacity, please contact us on 0401 455 112 or at <u>admin@tenacitytutoring.com</u>.

## **FEES AND CHARGES**

In the event that the fees are not paid by the due date as indicated on the invoice, Tenacity reserves the right to charge reasonable administrative fees or late payment charges to recover outstanding amounts. Parents will be informed of any applicable late fees in advance.

If a student is unable to attend a scheduled lesson, Tenacity may, at its discretion, offer a make-up lesson based on availability. However, refunds or partial credits will not be issued for missed lessons unless otherwise agreed in writing.

Tenacity may, at its discretion, offer discounts based on specific promotions, sibling enrolments, or other criteria. Any applicable discounts will be clearly communicated to parents before enrolment.

Tenacity reserves its right to change its days of operation or close for a certain period of time due to public holidays or holiday periods (e.g. over the Christmas/New Year period) and/or any unforeseeable event (e.g. an act of God). In such an event, Tenacity will advise parents of such change as early as practicable through written and/or direct communication.

Tenacity reserves the right to modify these Terms and Conditions, including fees and policies. Parents will be provided with at least 14 days' written notice of any significant changes.

### AGREEMENT AND CONTACT INFORMATION

By enrolling a student with Tenacity Tutoring, you acknowledge and agree to these Terms and Conditions.

For any questions or concerns, please contact us at:

Phone: 0401 455 112 Email: admin@tenacitytutoring.com