

MindPath Tutoring – Terms and Conditions

1. Introduction

1.1 Who We Are

Welcome to MindPath Tutoring (ABN 17 500 446 154), a NSW-based tutoring provider committed to high-quality, face-to-face and online academic support for students from Kindergarten to Year 12.

1.2 Our Commitment

Our goal is to endeavour to provide the best service to ensure both student and parent/guardian learning needs are met, which is reflected in improved academic results and confidence for the student.

1.3 Acceptance of Terms

By accessing our services, you agree to these Terms and Conditions and any guidelines or additional terms shared with you. Additionally, by submitting an online enquiry or booking form via our website, you acknowledge and accept these Terms & Conditions.

2. Services Provided

- MindPath Tutoring connects parents/students with vetted tutors for academic coaching.
- Tutoring may be delivered in person or online.
- We aim to match students with a suitable tutor based on subject, availability, location and preferences.
- For face-to-face sessions, if a student is more than **15 minutes late**, the tutor is entitled to leave the session location, and a **half lesson fee will apply**. Tutors are not required to wait beyond this period unless previously arranged with both the parent and MindPath Tutoring.

3. Bookings and Payments

3.1 Booking Lessons

- Lessons are booked as either ongoing weekly arrangements or one-off sessions.
- Sessions are co-ordinated directly with MindPath Tutoring.
- In the event of tutor unavailability, MindPath Tutoring will endeavour to provide a suitable replacement. We cannot guarantee the same tutor for the duration of the engagement.

3.2 Pricing and Payment

- Tutoring starts at \$65 +GST/hour. Rates vary depending on method of delivery, level, tutor experience, travel requirements and delivery format.
- Payment is handled via our invoicing platform Xero. All clients are emailed weekly via email with payment details.
- Payment is required **weekly** for casual sessions and on a recurring cycle for ongoing bookings.
- Invoices must be paid within 7 days of a lesson occurring. Late payments will result in lesson suspension until payment is received.
- An initial 2 lesson upfront payment is required upon commencement and after completion of these 2 lessons payments will revert to weekly invoices after completion of each lesson.

3.3 Pricing Schedule

- Effective from 10th August 2026. All amounts are \$AUD.

Service	Face-to-face	Online
1 student - 1 hour lesson	\$80 (GST included)	\$65 + GST
2 students - separate 1 hour lessons	\$160 (GST included)	\$130 + GST
2 students - shared 1 hour lesson (total fee)	\$100 (GST included)	\$85 + GST
Cancellation - 8+ hours notice	No charge	No charge
Cancellation - less than 8 hours notice/failure to attend	50% of lesson fee	50% of lesson fee

No-Show Wait Time: Tutors will wait up to 15 minutes from the scheduled lesson commencement time. If the student has not attended within this period and no prior notice has been provided, the lesson will be deemed a no-show and 50% of the scheduled lesson fee will be charged.

MindPath Tutoring may waive cancellation or no-show fees in exceptional circumstances at its discretion.

- An additional travel allowance may be considered to accommodate travel of more than 20 minutes by the tutor to attend face-to-face sessions.
- Payment options are also available to make multiple session term payment upfronts.
- If a tutor needs to reschedule, we'll provide a replacement or alternative time. If a replacement or the alternative time cannot be agreed upon between parent/guardian/student and the tutor a credit or refund to the customer will be provided.

4. Tutor Responsibilities

- Tutors are required to:
 - Hold a valid NSW Working With Children Check (WWCC)
 - Willingness to undertake periodic WWCC checks in the Office of Child Safeguarding (OCG) portal
 - Meet the requirements and adhere to MindPath's Child Safe Policies. A 'Tutor Pack' which includes specific 'Child Safe' policies will be emailed to Parents/Students prior to the commencement of the first tutoring lesson.
 - Sign off and follow our MindPath 'Child Safe Code of Conduct.'
 - Communicate professionally and respectfully
 - Arrive on time to undertake lessons
 - Prepare relevant material for each lesson

5. Parent & Student Responsibilities

Parents/guardians/students agree to:

- Adhere to the MindPath Tutoring Terms and Conditions
- Ensure students are prepared and attend each session on date and time. Note that each session can be changed prior to the session commencing on agreement with the parent and tutor and subject to the specific cancellation notice periods as detailed in the MindPath Terms and Conditions. Failure to attend or not providing the minimum cancellation notice means that a session cancellation fee will apply for the absent session. This applies to both face-to-face and online lessons.
- Be present in the home if lessons are occurring in-person.
- Ensure students are well behaved and respectful throughout the duration of the lesson.
- Communicate with MindPath Tutoring regarding any issues or concerns.
- Meet the requirements and adhere to MindPath's Child Safe Policies. A 'Parent Pack' which includes specific 'Child Safe' policies will be emailed to Parents/Students prior to the commencement of the first tutoring lesson.
- Take responsibility for ensuring students have a stable internet connection, access to the latest browser version, a microphone and camera and a quiet learning environment during online lessons. MindPath is not liable for disruptions caused by poor internet or inadequate setup.
- Pay for the service as per MindPath Tutoring 'Pricing Schedule.'

6. Child Safety and Confidentiality

- MindPath is committed to child safety. All tutors undergo regular background checks and receive our Child Safety 'Tutor Pack' as part of the onboarding process.
- MindPath conducts periodic checks of all tutor's WWCC's.
- All personal data collected is securely stored and only used for operational or legal purposes.

7. Limitation of Liability

- While we aim to ensure educational outcomes, MindPath Tutoring cannot guarantee specific academic results.
- We are not liable for any incidental damages or loss caused by scheduling conflicts, tutor availability, or session content.

8. Intellectual Property

- All worksheets and resources provided by MindPath Tutoring remain the property of MindPath Tutoring and may not be redistributed or sold.
- Any tutor-created resources shared during lessons remain the intellectual property of MindPath Tutoring.

9. Termination of Services

MindPath Tutoring reserves the right to cancel tutoring services in the event of:

- Repeated late payments
- Repeated cancellations of lessons
- Breaches of code of conduct
- Unsafe behaviour from students or parents

Likewise consumers have the right to expect certain things when they buy a product or service. These basic rights are called ‘Consumer Guarantees.’ This includes the rights to a refund where a product or service fails to meet the consumer guarantee. You may cease lessons at any time by providing written notice. If an issue arises, parents are encouraged to raise it with MindPath Tutoring directly. We will work in good faith to strive to resolve any concerns promptly and fairly.

10. Governing Law

These Terms are governed by both the state and federal laws of New South Wales and Australia respectively. By using our services, you agree to submit to the jurisdiction of its courts.

11. Acceptance

These Terms & Conditions may be accepted electronically, including by written confirmation via SMS, email or other electronic communication.