

Cancellation Policy

1. About this policy

- 1.1. The purpose of this policy is to provide clear guidelines to all Tutors, Students and parent and legal guardians as to the cancellation of lessons that have been scheduled via the Learnmate Platform. Once a lesson (regardless of whether it is in-person or online) has been scheduled between a Student and a Tutor, this arrangement is final, subject to the terms of this Policy.
- 1.2. The key definitions relevant to this Policy can be found in Appendix A.

2. Cancellation by a Student

- 2.1. A Student may cancel a Scheduled Lesson at no charge:
 - (a) by giving the Tutor at least 24 hours' notice; or
 - (b) at any time, provided that the Student has a Valid Reason.
- 2.2. If a Student cancels a Scheduled Lesson with less than 24 hours' notice without a Valid Reason, including for the reason set out in clause 4, the Tutor may charge the Student a Cancellation Fee.

3. Cancellation by a Tutor

- 3.1. A Tutor may cancel a Scheduled Lesson by giving the Student at least 24 hours' notice (unless the Tutor's unavailability was reasonably unforeseeable and arises within said notice period, in which case the Tutor shall notify the Student at the Tutor's earliest practicable opportunity).
- 3.2. If a Tutor cancels a Scheduled Lesson, the Tutor must, as soon as reasonably practicable:
 - (a) notify Student and provide an explanation as to why the Scheduled Lesson is not proceeding; and
 - (b) contact the Student to reschedule the lesson.
- 3.3. For the avoidance of doubt, a Student may not be charged a Cancellation Fee where the cancellation of a Scheduled Lesson is attributable to a Tutor.

4. Lateness and failure to attend

- 4.1. The failure of either a Student or a Tutor to arrive at the agreed location of a Scheduled Lesson within 20 minutes of its agreed start time will constitute a cancellation attributable to the person who was late or failed to attend.

5. Variation of a Scheduled Lesson

- 5.1. A Student and a Tutor may at any time vary the arrangements of a Scheduled Lesson by mutual agreement.
- 5.2. A Scheduled Lesson that is varied in accordance with clause 5.1 shall not be taken to be cancelled.

6. Waiver of Cancellation Fee

- 6.1. A Tutor may in their absolute discretion choose to waive a Cancellation Fee that would otherwise be payable under the terms of this Policy. Learnmate encourages Tutors to be deliberative, considerate and mindful of maintaining an ongoing relationship with a Student before charging a Cancellation Fee.

Appendix A – Key Terms

In this policy:

Cancellation Fee means a non-refundable charge of up to 100% of the agreed fee payable to a Tutor for a Scheduled Lesson, chargeable by marking a Scheduled Lesson as 'attended' on the Learnmate Platform.

Cancellation Policy means this policy.

Learnmate means Learnmate Tutoring Pty Ltd ACN 608 761 682.

Learnmate Platform means the Learnmate website at www.learnmate.com.au, including its subdomains and any other website that we operate from time to time.

Student means:

- (a) a person who uses the Learnmate Platform to seek or receive Tutoring Services; or
- (b) in circumstances where such a person is under 18 years of age, both the person who seeks or receives Tutoring Services and, where applicable, that person's parent or legal guardian.

Scheduled Lesson means either:

- (a) A lesson that a Student and a Tutor have mutually agreed (either verbally, in writing or on the Learnmate Platform) to hold at a specific time and location (either in-person or online); or
- (b) A lesson that a Student and a Tutor have mutually agreed to hold regularly for a period of time (i.e. an agreement to hold a lesson every Monday evening for the remainder of the school semester), even if the specific times and locations of those lessons has not yet been agreed.

Tutor means a person that provides, or seeks to provide, Tutoring Services to a Student.

Tutoring Services means tutoring and related services offered or rendered to Students, including but not limited to private or group tutoring lessons, coaching, teaching, mentoring and lesson preparation.

Valid Reason means:

- (a) the Tutor cancels the lesson for any reason;
- (b) the Student is sick (as certified by a medical practitioner) and did not have a reasonable opportunity to inform Tutor more than 24 hours before the lesson was scheduled to take place;
- (c) the Student has an appointment which is:
 - (i) important and urgent; and
 - (ii) unable to be rescheduled;
- (d) the Student and the Tutor mutually agree to cancel the lesson without charge;
- (e) the Student is required to appear in court for any reason;

- (f) the Student experiences technical issues through no fault of the Student, which prohibits Student from attending, or materially impedes the Student's ability to participate in any meaningful way in, the lesson; or
- (g) any other unforeseeable event which should reasonably take precedence over the Student's attendance at the lesson.

For the avoidance of doubt, the following reasons are not considered valid reasons:

- (h) the Student's lateness, including but not limited to lateness due to transport delays;
- (i) a reasonably foreseeable or regular event which would otherwise satisfy any of the valid reasons for cancellation set out above, with the exception of a court appearance;
- (j) any event which is unable to be rescheduled due to a lack of planning by the Student;
- (k) other work or study commitments; or
- (l) any unexplained failure to attend the agreed location and/or time of the lesson.