



Terms and Conditions





Thrive Learning Co (TLC)

Terms and Conditions

1. Introduction

1.1 Who we are

These Terms and Conditions ("Terms") set out the basis on which **Thrive Learning Co** ("**TLC**", "**we**", "**us**", "**our**") provides tutoring services to Students and their Parents/Guardians.

1.2 Parties to this agreement

This agreement is between:

- **Thrive Learning Co (TLC)**; and
- the **Parent or Legal Guardian** of the Student ("Parent/Guardian", "you", "your").

The **Student** is also bound by these Terms in relation to participation, behaviour and use of TLC systems, but the primary legal relationship is between TLC and the Parent/Guardian.

1.3 Where we operate

TLC currently operates from premises in **New South Wales and Queensland** and provides services to students in Years 5–12, with the intention to expand nationally. These Terms apply to all services, whether delivered online or in person at TLC's premises.

1.4 Related policies

These Terms should be read together with the following TLC documents, which form part of our overall commitment to safety, privacy and quality:

- **Privacy and Confidentiality Policy**
- **Safeguarding Policy** (including Code of Conduct and Safeguarding Code of Conduct)

If there is any inconsistency, matters relating to **privacy, safety and safeguarding** are interpreted in line with those policies.





2. Services and Eligibility

2.1 Services we provide

TLC offers:

- One-on-one tutoring (online and in person at TLC premises)
- Group tutoring programs operating on a fixed timetable and term structure
- Customised learning plans
- Access to our Learning Management System (LMS), including Vedamo Virtual Classroom
- Learning resources, assessments and activities
- Reflective review and feedback as part of each session

2.2 Eligibility

TLC provides services to students in **Years 5–12** only.

2.3 No home or offsite visits

All in-person tutoring is conducted **only at TLC premises**. TLC does not conduct home visits, school visits, or offsite sessions.

3. Enrolment and Responsibilities

3.1 Enrolment

Enrolment is confirmed when:

- All required enrolment information is provided.
- Payment is made in advance, or an approved payment plan is in place; and
- The Parent/Guardian has accepted these Terms (for example, by signing an enrolment form or proceeding with payment).





3.2 Parent/Guardian responsibilities

By enrolling with TLC, the Parent/Guardian agrees to:

- Provide accurate and up-to-date personal, medical and contact information.
- Disclose any learning needs, medical conditions, allergies or behavioural considerations that may affect the student's participation or safety.
- Ensure the Student attends sessions on time.
- Support the Student's engagement with TLC's learning activities.
- Comply with these Terms, including payment and cancellation requirements.

3.3 Student responsibilities

Students are expected to:

- Attend all scheduled sessions (online or in-person) prepared and ready to learn.
- Participate actively and respectfully.
- Follow TLC's behaviour expectations and technology use guidelines.
- Use the LMS and learning materials appropriately.
- Uphold academic integrity and not engage in cheating or plagiarism.

4. Session Types and Duration

4.1 One-on-one sessions

One-on-one sessions may be delivered:

- **Online**, via Vedamo or other approved platforms; or
- **In person**, at TLC's premises.





4.2 Group sessions

Group sessions are:

- Delivered according to a **fixed timetable**.
- Structured on a **term basis**; and
- Attended by multiple students.

4.3 Session duration

Each tutoring session is scheduled for **50 minutes**, which typically includes:

- Approximately **40–45 minutes of focused tutoring**, plus
- **5–10 minutes of reflection, review and feedback** (for the student and/or Parent/Guardian where appropriate).

5. Fees, Payments and Packages

5.1 Payment in advance

All sessions and programs must be **paid in advance** before tutoring commences, unless a written payment plan has been agreed with TLC.

5.2 Payment methods

Payments may be made:

- Via TLC's website upon application.
- Via a secure payment link issued by the TLC administration team; and
- Through **PayPal** as the payment processor.

5.3 One-on-one session packages

One-on-one sessions may be purchased as:

- Single sessions;
- Packs of **5 sessions**; or
- Packs of **10 sessions**.

Bulk purchase **discounts** may apply.





5.4 Bulk packages – non-refundable

Discounted bulk session packages (e.g. 5 or 10 session packs) are **non-refundable** due to the discount applied. Subject to the cancellation policy, sessions within a package may be rescheduled or credited (see section 6), but **unused discounted sessions are not refundable**.

5.5 Payment plans

Payment plans may be available upon discussion with the TLC administration and enrolment team. Any agreed payment plan must be documented and followed; failure to comply may result in suspension of services.

6. Cancellations, Rescheduling, Credits and Refunds

6.1 One-on-one sessions

6.1.1 Session cancellations by Parent/Guardian (24 hours)

- A minimum of **24 hours' notice** is required to cancel or reschedule a one-on-one session without charge.
- If less than 24 hours' notice is provided, the session **may be charged in full**, and no refund will be provided.
- Where appropriate notice is given, TLC will make reasonable efforts to reschedule the session.

6.1.2 Cancellations by TLC

If TLC cancels a one-on-one session, we will:

- Offer to reschedule the session, or
- Issue a **session credit** for future use.

If no mutually acceptable reschedule or credit option can be agreed, a **refund** for that session will be provided.

6.1.3 Session credits and expiry

Session credits (e.g. where sessions are cancelled by TLC or agreed as a credit instead of a refund):

- Must be used within **90 days** of the date of issue; and
- Will **expire after 90 days** and are **not refundable**.





6.1.4 Exceptional circumstances

Refunds for one-on-one sessions (beyond those described above) are only considered in **exceptional circumstances**, for example:

- Serious illness, injury or hospitalisation of the student.
- Family bereavement or critical family emergency.
- Natural disaster or major event affecting the student's ability to attend.
- Documented medical or psychological reasons that prevent ongoing participation.
- Relocation where ongoing participation (including online) is not reasonably possible.

TLC will assess exceptional circumstances on a case-by-case basis and may request supporting documentation.

6.2 Group sessions (fixed term programs)

6.2.1 No standard refunds or credits

Group sessions operate on a fixed timetable and term structure. Once enrolled:

- **No refunds or credits** are available for missed or unattended group sessions; and
- Make-up classes are not guaranteed.

6.2.2 Group session exceptional circumstances

In **exceptional circumstances** like those in clause 6.1.4, TLC may, at its discretion:

- Offer a partial credit,
- Offer transfer to another program where feasible, or
- Consider other reasonable alternatives.

This decision will be made by TLC management, guided by your Safeguarding and Privacy obligations.





6.3 Ending ongoing enrolment (two weeks' notice)

6.3.1 Notice requirement

For ongoing weekly or term-based enrolments, the Parent/Guardian must provide **a minimum of two (2) weeks' written notice** to cancel the enrolment.

6.3.2 Fees during notice period

The Parent/Guardian remains responsible for **all fees within the two-week notice period**, regardless of attendance, as TLC will have reserved that time and resources for the student.

6.3.3 Refund of unused sessions

For prepaid one-on-one sessions (excluding non-refundable bulk-discount packages):

- Unused sessions after the end of the two-week notice period will be **refunded within 10 business days**, or
- May be converted to credits at the Parent/Guardian's request (subject to the 90-day expiry).

This does **not** apply to group term programs or discounted session packs, which remain non-refundable except in exceptional circumstances.

7. Behaviour and Technology Use

7.1 Behavioural expectations

TLC is committed to a safe, respectful and inclusive environment. Students are expected to:

- Treat Tutors, staff and other students with courtesy and respect.
- Avoid bullying, harassment, discrimination or intimidation.
- Use appropriate language and act responsibly during all sessions.
- Follow Tutor instructions and participate constructively.





7.2 Academic integrity

Students must:

- Complete their own work;
- Not cheat, plagiarise, or misuse AI/online tools to misrepresent their learning;
- Use assistance from Tutors as guidance, not as a replacement for their own efforts.

7.3 Technology use (online sessions & LMS)

When participating in online sessions or using the LMS (Vedamo):

- Students should log in on time and be prepared;
- Camera use may be requested by TLC to ensure engagement and safety;
- Devices must be used for learning purposes only during TLC sessions;
- Students and Parents/Guardians must **not record**, copy, or distribute any part of the session or TLC materials without written permission.

7.4 Safe communication

All communication with students should occur through official TLC channels (e.g. Vedamo, TLC email, TLC phone) in line with TLC's **Safeguarding Policy**. Private,

informal contact between Tutors and Students outside these channels is not permitted.

7.5 Consequences of breach

TLC may suspend or terminate access to services where there are serious or repeated breaches of behaviour, technology use, or safeguarding expectations.





8. Recording of Online Sessions

8.1 Recording for quality and safety

Online sessions delivered through Vedamo are **recorded by TLC** for:

- Quality assurance and staff training.
- Safety and safeguarding.
- Parental/guardian review, upon request.

8.2 Storage and retention

Recordings are:

- Stored securely in line with our **Privacy and Confidentiality Policy** and Vedamo's platform policies.
- Retained for **30 days** from the date of the session; and
- Permanently deleted after this period, unless required by law or in connection with an ongoing investigation or incident.

8.3 Access to recordings

Within the 30-day period, a Parent/Guardian may request access to view a recording for review purposes, subject to privacy and safeguarding considerations.

8.4 No unauthorised recording

Students, Parents/Guardians and third parties must not record, download, copy or share TLC sessions or recordings without prior written consent from TLC.





9. Health, Medical Conditions and In-Person Safety

9.1 Disclosure of medical conditions

The Parent/Guardian must inform TLC of any:

- Medical conditions, allergies or anaphylaxis risks.
- Physical, cognitive or psychological needs.
- Medications that may affect the student's participation or safety.

This information enables TLC to take reasonable steps to support the student's safety and wellbeing.

9.2 In-person safety at TLC premises

TLC is responsible for:

- Providing a safe learning environment at our premises.
- Taking reasonable steps to manage risks.
- Maintaining emergency procedures and first aid capability.

9.3 Emergency procedures

In the event of an emergency:

- TLC may contact emergency services first (e.g. ambulance, police), and
- Then contact the Parent/Guardian using the details provided.

9.4 Severe medical conditions and allergies

For Students with **severe allergies, anaphylaxis, epilepsy, severe asthma or other high-risk conditions**, TLC may require:

- That a Parent/Guardian (or nominated responsible adult) remain **on TLC premises** during sessions; and/or
- That specific medical plans or documentation be provided.

TLC staff are not medical personnel and will only provide first aid within their training and capabilities. TLC is **not responsible** for specialised medical treatment beyond reasonable first-aid measures and emergency escalation.





10. Safeguarding and Child Protection

10.1 Safeguarding commitment

TLC has **zero tolerance** for abuse, neglect or exploitation. Our approach is guided by our **Safeguarding Policy**, which applies to all staff, tutors, volunteers, contractors and third parties.

10.2 Working with Children and Blue Cards

All relevant TLC staff hold appropriate **Working with Children Checks**, Blue Cards, or equivalent screening, depending on the jurisdiction.

10.3 Reporting concerns

Concerns about safety, abuse, grooming or exploitation will be handled in accordance with TLC's Safeguarding Policy, which includes:

- Clear reporting pathways (overt and confidential).
- Mandatory reporting obligations to relevant authorities.
- A structured incident management and investigation process.

11. Privacy and Confidentiality

11.1 Your information

TLC collects, uses, stores and discloses personal information in accordance with:

- The **Privacy Act 1988 (Cth)** and Australian Privacy Principles (APPs); and
- TLC's **Privacy and Confidentiality Policy**.

11.2 Use of third-party platforms

TLC uses third-party providers (including Vedamo) to deliver services and host data. Personal information processed through these platforms is subject to their security and privacy controls as described in our Privacy and Confidentiality Policy.

11.3 Access to information

Parents/Guardians and Students (where appropriate) may request access to their personal information in line with the Privacy and Confidentiality Policy.





12. Intellectual Property

12.1 Ownership

All materials provided by TLC, including lesson plans, resources, LMS content, videos and recordings, remain the **intellectual property of TLC** (or its licensors).

12.2 Permitted use

You and the Student may use TLC materials solely for the student's personal educational purposes and must not:

- Copy, distribute, publish, or commercialise any TLC materials; or
- Share login details or content with unauthorised individuals.

13. Limitation of Liability

13.1 Service delivery

TLC will deliver services with due care, skill and diligence. However, TLC does **not** guarantee specific academic outcomes (such as grades or results).

13.2 Extent of liability

To the extent permitted by law, TLC's liability is limited to:

- The resupply of services; or
- The cost of having the services resupplied.

13.3 No liability for external factors

TLC is not responsible for:

- Technology outages or internet issues outside our control.
- Inaccurate or incomplete information provided at enrolment.
- Acts or omissions of third-party providers, subject to applicable law.





14. Termination of Services

14.1 By Parent/Guardian

You may terminate ongoing enrolment by providing **two weeks' written notice** (see section 6.3). Any applicable refunds or credits will be managed in line with these Terms.

14.2 By TLC

TLC may suspend or terminate services where:

- Fees remain unpaid.
- There is serious or repeated misconduct or breach of behaviour/technology expectations.
- Safety or safeguarding concerns arise.
- There is misuse of TLC systems or intellectual property.

14.3 After termination

Once services end:

- Access to TLC systems, LMS and materials may be withdrawn.
- Any remaining obligations for fees, refunds or credits will be addressed in accordance with these Terms.

15. Contact and Communication

If you have questions, need to cancel, reschedule, or raise concerns, you can contact us via:

- **Email:** hello@thrivelearningco.com.au
- **Phone:** 02 6672 9100
- **LMS:** Messaging through the **Vedamo** learning portal

We will make reasonable efforts to respond to queries in a timely manner.





16. Changes to These Terms

TLC may update these Terms from time to time, for example, to reflect changes in our services, policies or legal requirements. We will notify Parents/Guardians of material changes and continued use of services after notification will constitute acceptance of the updated Terms.

17. Governing Law

These Terms are governed by the laws of **New South Wales, Australia**, together with applicable **Australian Consumer Law**. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from those courts.

