



Apollo Tuition Parent/Guardian Agreement

2026 Tutoring Agreement

V1.0

Legal Agreement

This agreement is entered into on the date the Parent registers for tutoring services.

The parties to this Agreement are:

Apollo Tuition (“the Company”) ABN: 21557170618

AND

The Parent or legal guardian who registers for tutoring services (“the Parent”).

BACKGROUND:

1. The Parent requires tutoring service for their child identified as (“the Student”).
2. The Parent contracts the Company wishing to pay for tutoring services for the Student.
3. The Company will provide said tutoring services for the Student with the help of (“the Tutor”) acting on the Company’s behalf.

Both parties understand that this document is legally binding. Both parties also understand that they are required to follow the conditions within this contract.

DEFINITIONS:

“Company” means Apollo Tuition.

“Parent” means the parent or legal guardian who registers for tutoring services.

“Student” means the child receiving tutoring services.

“Tutor” means any tutor engaged by the Company to provide tutoring services.

1. SERVICES:

- 1.1. This agreement is exclusively for the Student to receive tutoring services from the Company. No other services are provided nor expected to be provided from either party.
- 1.2. The services provided by the Company are either through home visits with the Tutor physically attending the Parent's residence for tutoring services, or through online methods such as Zoom or Microsoft Teams, whichever is deemed appropriate by the Tutor.

2. PAYMENTS:

- 2.1. The Student's sessions are charged at an hourly rate and vary in price depending on whether the service is done in person or online.
- 2.2. Lessons are invoiced once a term. The terms follow standard Queensland public school schedule. *The rates are further elaborated in the schedule section.*
- 2.3. Each student receives a trial lesson that's 50% off the standard session rate as their first lesson with the Company. If the Parents wish to not continue with services, they will be required to pay only for the discount trial lesson and will be invoiced as such. If the Parent chooses to continue, they will be invoiced for the first lesson at the 50% discounted rate in addition to the rest of the term at the full price rates.
- 2.4. The discounted trial lesson is offered only once to every Student, invoices after the first invoice will not receive the discount.
- 2.5. If the Tutor is unable to attend a scheduled session and the session cannot be rescheduled or covered by a substitute Tutor provided by the Company, the session will be deemed cancelled and the Parent will receive a full refund for that session.

3. FEES:

- 3.1. If the Parent requires to cancel a tutoring session for any reason, it can be done so by contacting their designated tutor.

3.1.1. If the cancellation is done prior to the 48 hours before the session, a refund worth 75% of the session cost is provided to the Parent with the remainder 25% retained as an administration fee.

3.1.2. If the cancellation is done within 48 hours of the session, the session will be charged in full.

3.2. A flat \$25 late fee is applied to any invoice paid 7 days after the initial invoice issue date.

4. TERMINATION:

4.1. The Parent can opt out of the tutoring service by providing written notice via email to the Company before paying their next termly invoice.

4.2. The Company may terminate or suspend services immediately for breach of this Agreement, non-payment, or misconduct.

5. CHILD SAFETY:

5.1. The Tutor's role is limited to the provision of tutoring services only. Services provided do not include supervision, childcare, or responsibility for the Student beyond the provided tutoring sessions.

5.2. The Parent is solely responsible for the Student's wellbeing and safety both before and after the tutoring session. The Parent is responsible for general supervision during the tutoring session.

5.3. The Tutor is not responsible for the Student outside of tutoring sessions. This includes before and after the appointed tutoring sessions.

5.4. Both the Tutor and the Parent must comply Apollo Tuition's Child Safety Policy. The Parent agrees to cooperate with and not act inconsistently with that policy.

6. LIMITATION OF LIABILITY:

6.1. To the maximum extent permitted by law, the Company does not guarantee any specific academic outcomes or results from the provision of tutoring services.

6.2. To the extent permitted by law, the Company's total liability arising out of or in connection with the provision of tutoring services, is limited to the total fees paid by the Parent to the Company in the preceding three months.

6.3. The Company is not liable for any indirect, incidental, special, or consequential loss, including but not limited to loss of opportunity, loss of academic results, or emotional distress.

6.4. Nothing in this agreement excludes, restricts, or modifies any consumer guarantee, right, or remedy which cannot be excluded under the Australian Consumer Law.

7. TUTOR ASSIGNMENT AND SUBSTITUTION:

7.1. The Company provides no guarantee of a Tutor for the Parent. If the Tutor is unavailable for the tutoring session the Company reserves the right to attempt to organise a substitute before refunding the Parent as per clause 2.5.

7.2. Continuity of services from the Company to the Parent is not guaranteed. If the Company is unable to provide services for any reason, refund policy as per clause 2.5 will be used for the rest of the invoiced period.

8. INTELLECTUAL PROPERTY:

8.1. The Company provides the Tutor with intellectual property such as worksheets for the Student. Resources are available for personal use however redistribution is prohibited.

9. CODE OF CONDUCT:

9.1. The Parent and Student must both treat the Tutor with respect.

9.2. Abusive, threatening, discriminatory, or inappropriate behaviour towards Tutors or Company staff will not be tolerated.

9.3. The Company reserves the right to suspend or terminate tutoring services immediately where it reasonably considers that behaviour by the Parent or Student is unsafe, inappropriate, or disruptive.

10. GOVERNING LAW:

10.1. This Agreement is governed by the laws of Queensland, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

11. ENTIRE AGREEMENT & VARIATION:

11.1. This agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior discussions, representations, or agreements.

11.2. Any variation to this agreement must be in writing and approved by the Company.

11.3. The Company may update its policies from time to time, provided that such updates do not materially disadvantage the Parent without reasonable notice.

12. DISPUTE RESOLUTION:

12.1. If a dispute arises in connection with this agreement, the Parent must first notify the Company in writing and allow the Company a reasonable opportunity to resolve the dispute informally.

12.2. If the dispute cannot be resolved within 14 days, either party may pursue mediation or any other remedy available under law.

SCHEDULE 1

1. PRICING

a. Table of Session Prices:

	Session Type	
	Online	Home Visit
Full Price	\$65.00	\$75.00
50% Trial Lesson	\$32.50	\$37.50

2. INVOICING STRUCTURE

a. Termly Invoices emailed and paid for via Stripe's service.

b. Payments done after the initial 7 days from the invoice issue date are required to have an extra \$25.00 administrative fee.

3. CONTACT DETAILS

a. Company Email: help@apollotuition.com.au

b. Company Website: apollotuition.com.au