

# Terms and Conditions

**Version: 4**

**ABN: 98 194 363 739**

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**The following Terms & Conditions apply to all Lunar Academy tutoring centres.**

By enrolling a student at Lunar Academy, you, as the legal parent or guardian, acknowledge that you have read, understood, and agree to these Terms & Conditions.

**Any reference within these Terms & Conditions to written approval pertains to approval provided by either Sophia Franklin, Chee Lim or Amy Chen. If you have any questions, concerns, or require an exception to any part of these Terms & Conditions, please contact us immediately to discuss your situation.**

We may occasionally update our Terms & Conditions. The most current version will always be available in our academy and on the student's report. We will notify you of any changes by announcing them via your preferred contact and making them available in our academies at least 14 days in advance. By continuing to use our services after such notice, you accept the updated Terms & Conditions.

**If you have any questions, please do not hesitate to speak to Sophia, Chee or Amy.**

**Thank you for your continuous support of Lunar Academy.**



**Amy Chen**

Vice Principal Tutor

**Sophia Franklin**

Founder and Principal Tutor

**Chee Lim**

Head of Operations

## Section 1. Enrolment and Payment

### 1. Enrolment Period

- Students must enrol for a minimum of 10 weeks to secure a tutoring spot.
- Term lengths may vary (11, 12, or 13 weeks), depending on the calendar.
- Classes **continue across school holiday breaks and public holidays**.

### 2. 2025 Operational Dates

- Lunar operates on the following dates. **Please note that we continue teaching during school holidays and public holidays.** For details about missed classes and our cancellation policy, please refer to [Section 3](#).

Term	Start Date	End Date	Weeks
Pre Term	12 January	25 January	2 Weeks
Term 1	26 January	19 April	12 Weeks
Term 2	20 April	12 July	12 Weeks
Term 3	13 July	4 October	12 Weeks
Term 4	5 October	20 December	11 Weeks
Holidays (PREARRANGED ONLY)	21 December	11 January	2 Weeks

### 3. Payment Requirements

- Full payment for the term is required.
- A payment plan can be arranged on request. Payment plans must be discussed and approved before the invoice due date. Written approval from Lunar Academy's admin is required to confirm the arrangement.
- There are processing fees associated with payment plans, as outlined in [Section 2](#).
- It is your responsibility to pay your fees before the due dates. Late fees are outlined in [Section 4](#).
- If you opt for a payment plan, you are obligated to pay for the entire term according to the agreed schedule, regardless of attendance. Please refer to [Section 3](#) for details regarding missed classes.

### 4. Payment Deadlines and Late Fees

- Payment must be provided at least seven (7) days before the scheduled start of classes.
- Late fees will apply for payments not received by the due date. Please refer to [Section 4](#) for additional details.



5. **Pricing Information:** The table below outlines the starting fees for each grade. Please note that the pricing is based on an hourly rate. Pricing includes tutor fees and standard material. Requests for additional material may occur an additional fee.

Grade	Private	Group
Kindergarten - Grade 2	\$60	\$30
Grade 3 - Grade 6	\$50	\$25
Grade 7 - Grade 10	\$60	\$30
VCE/IB	\$70	\$35

Note: Selected enrolments prior to 2025 may continue at initial prices with written approval.

5. **Material Fee:** There is a once per term \$20 material fee.

- This is a flat fee and applies regardless of the number of subjects a student is enrolled in.
- The full material fee is payable at the beginning of each term. No discounts or pro-rata adjustments apply for students who commence part-way through the term.

6. **Online Classes:** Online classes will receive a 10% discount on standard rates.

7. **Additional Fees:**

- Additional fees may apply under certain circumstances, including but not limited to the following. These fees will always be discussed and agreed upon between Lunar Academy and you prior to taking effect.
  - Travel Costs: If the tutor travels to your residence, a fee of \$5–\$10 per session will apply, depending on your location.
  - Materials and Printing: Fees may apply for requests involving additional materials or printing.
  - Specialised Support: If a student requires support beyond what a typical tutor provides, the fee will reflect the extra care and resources needed to ensure the best outcomes.

8. **Discounts:** For information on current discounts and promotions, please refer to [Section 8](#).

9. **Class Attendance**

- Students are expected to arrive on time for their scheduled classes.
- Students must not arrive more than 5 minutes before their class, or stay more than 5 minutes after their designated class time without prior written permission. Outside of scheduled class times, supervision may not be available. A **fee of \$1/minute** will be incurred for unannounced extended supervision of students.
- Late attendance will not result in an extended lesson. The student is still required to pay for the full duration of the lesson.
- Tutors are not obligated to teach outside the designated class times. If a student requests additional time, it will depend on tutor availability. Overtime fees will be charged if the tutor agrees to extend the lesson.



## Section 2. Processing Fees

- By agreeing to a specific payment plan, you acknowledge that a processing fee will be charged for each term and must be paid in full with your first payment.
- The processing fee is non-refundable and remains the same, even if you join partway through the term.
- The table below shows the processing fee for each payment plan.

Payment Plan	Processing Fee (Per Term)
Full Payment	\$0
Half Payment	\$5
Monthly	\$10
Fortnightly	\$15
Weekly	\$20

## Section 3. Missing Classes and Cancellation Policies

1. **Notification Timing:** The cancellation period is calculated from the scheduled start time of the class.

*Example: If Sophia's class is scheduled from 5:00–7:30 pm, she must notify staff by 5:00 pm one week in advance for a 7-day notice.*

2. **More than 7 Days' Notice:** Cancellations with over 7 days of written notice will receive credit equivalent to that class. This credit can be used for any class, including those outside the current term.

*Example: Sophia is going on holiday in Term 1 and notifies the admin team two weeks in advance via text. She is now entitled to use the fees she paid for any class, even outside Term 1.*

3. **7 Days to 24 Hours' Notice:** Make up lesson or 30% material cost

Students may choose between:

- **Make up lesson:** Students may attend a make-up lesson of equal or shorter length. Longer sessions will be charged at the normal rate. No materials fee applies if a make up lesson is taken.
  - Make up classes are not guaranteed and must be scheduled within two (2) weeks of the missed class.
  - Unscheduled make-up lessons expire two weeks after the missed class.
- **Materials fee:** If a make up lesson is not attended, a 30% fee will be charged to cover the cost of prepared materials. The worksheet will be provided in the next class. Please note that materials are prepared one week in advance; this fee supports the cost of printing and staff time. The remaining 70% of the class fee will be credited for future use.

*Example: Sophia has a last-minute party during Term 1. She notifies the admin team at 4:00pm the day before her 5:00–7:30 pm class. She can now schedule a makeup class within two weeks from that date before it expires, or needs to pay 30% of her class fee to cover materials.*



#### 4. Doctor's Certificate:

- The doctor's certificate must be provided to the admin staff within 24 hours after the scheduled class to claim a make-up lesson or 30% material fee. Failure to submit the certificate within this time will result in forfeiting the makeup class.
- Make up classes are not guaranteed and must be scheduled within two (2) weeks of the missed class.

*Example: Sophia falls ill and receives a doctor's certificate. If her class is from 5:00–7:30 pm, she must submit the certificate to the admin staff by 5:00 pm the next day.*

#### 5. Less than 24 Hours' Notice / No Notice:

- If cancellation occurs less than 24 hours before the class, on the day of the class, after the class, or with no notification, the class is considered void. No credit, refund, or make-up lesson will be issued. Fees remain payable in full.
- Failure to provide notice will result in continued charges for the missed classes, with no adjustments or pauses to the fees.
- In some cases, a make-up class may be offered at the discretion of the admin team. If approved, a \$10 rescheduling fee will apply. If not approved, the standard policy applies: the class is void and no credit, refund, or make-up lesson will be issued.

*Example: Sophia forgot to inform the admin team that she wouldn't attend her class. Unfortunately, she cannot claim any makeup classes, credit or refund. She must still pay for the class.*

#### 6. Summary of Cancellation Policy:

Time Notified	Condition
More than 7 days before the class	Credit equal to the class fee.
7 days to 24 hours before the class	Make-up lesson OR 30% of material cost.
With doctor's certificate	Make-up lesson OR 30% of material cost.
Less than 24 hours, same day, after class, or no notification	No credit or make-up lesson*. Full fee is required.

#### Key Terms:

- **Credit:** Credit can be used for any class, including those outside the current term.
- **Make-Up Lesson:** Students may attend a make-up lesson of equal or shorter length (longer sessions charged at the normal rate). Make-up lessons are not guaranteed and must be scheduled within two weeks of the missed class, otherwise they will expire.
- **30% Material Cost:** If a make-up lesson is not taken, 30% of the fee will cover prepared materials (provided in the next class). The remaining 70% will be credited for future use.
- \*In some cases, admin staff can approve a make-up class with a **\$10 rescheduling fee**. If not approved, the standard policy applies: the class is void and no credit, refund, or make-up lesson will be issued.



## Section 4. Failing to Pay

1. **Advance Payment Requirement:** We have a strict **pay before your class** policy. Payment is due at least seven (7) days before your scheduled class.

2. **Late Payment After Due Date:** If payment is not received by the required date, a penalty fee of \$20 will be charged.

3. **Failure to Pay:** If payment for two classes, or an amount exceeding \$100 is overdue, enrolment and tutoring services will be suspended until the balance is cleared. A formal warning will also be issued. Students who receive multiple warnings can face permanent removal from classes.

## Section 5. Cancellation of Classes by Lunar Academy

- We reserve the right to cancel any class. Reasons for cancellation may include illness, insufficient enrolment numbers, or other circumstances beyond our control.
- In the event of such a cancellation, students will receive a credit equivalent to the value of the missed class. This credit can be applied to any future class, including those outside the current term.

## Section 6. Transfers

- Class fees are not transferable between Lunar Academy tutoring centres.
- You cannot transfer your class fees, credit or makeup classes to another student.

## Section 7. Non-Refundable Fees

- In accordance with Australian Consumer Law, fees are non-refundable, including for change of mind.
- If the tutoring service is cancelled by the provider, credit will be provided

## Section 8. Discounts and Promotions

### 1. Claiming Discounts and Promotions:

- Only one discount or promotional offer may be applied per term.
- Discounts cannot be combined with other promotions or offers.
- To claim any discount or promotion, you must inform us that you wish to apply on the issued invoice.
- Failure to notify us is not the responsibility of Lunar Academy, and no refunds will be provided if you miss out on a discount or promotion.
- Only the discounts listed below are current. Any past discounts or prices are void and will not be honoured.

2. **Familial Discounts:** For each family member enrolled in our classes, the class with the lowest fee will receive an additional 5% discount per student. The family members must be immediate family (direct siblings). Other relations, such as cousins or family friends, are not considered.

3. **Reviewing our Business:** Leaving a Google review with a rating of four or five stars will earn you credit equivalent to 10% of your next class from the time the review is submitted.

4. **Referring a Friend:** If you refer a student who enrolls in our classes, you will receive a \$50 credit to use towards any of our services. To qualify, both you and your friend must notify us in writing of the referral prior to their enrolment. The credit will be issued after the referred student completes 10 weeks of classes.



### **Section 9. Termination of Services by the Student**

- If you wish to terminate your enrolment with Lunar Academy, you must provide at least two weeks' written notice, unless immediate cessation of services is required due to serious issues.
- Failure to provide adequate notice may result in a \$30 dishonour charge.
- No refunds will be issued for any unused credit or makeup classes.

### **Section 10. Termination of Services by Lunar Academy**

- Lunar Academy reserves the right to terminate services if the student fails to attend at least 50% of classes in a term, refuses to complete assigned work, or behaves inappropriately during sessions. In such cases, no refunds will be issued.
- A minimum of 14 days' notice will be given before termination, with no refund provided, unless immediate cessation of services is required due to serious issues.

### **Section 11. Property**

- You are responsible for your personal property and cannot hold Lunar Academy liable for any damage, loss, or theft of personal items that may occur while on the premises of our centres.
- We ask that all individuals treat the centre's property with respect. Any damage to or theft of Lunar Academy property may result in fees to cover the cost of repairs or replacement.

### **Section 12. Agreement to Terms**

By enrolling your child in Lunar Academy, you agree to these terms and conditions. Any violation of these terms may lead to the suspension or termination of tutoring services, without eligibility for a refund.

### **13. OUR RIGHTS**

If we do not enforce our terms and conditions under any agreement with you at any time, we have not waived those rights.

