



BRAINIACS ACADEMY ENROLMENT TERMS AND CONDITIONS

Carefully read through the terms and conditions before accessing or using our website and service

1. INTRODUCTION AND REPLACEMENT

The following terms and conditions form a binding agreement between the client (parent/ guardian) and Brainiacs Academy. We reserve the right, at our sole discretion, to modify or replace the terms and conditions by posting the updated agreement on our website. We will endeavour to highlight any significant or substantive changes where possible. The continued use of our services after any change means the client has accepted the changed terms and conditions.

By completing an enrolment, the client acknowledges and agrees to these terms and conditions. All new enrolments and any new enrolment changes are to be made in writing and agreed to by Brainiacs Academy.

2. LOCATION

All sessions will be conducted in the learning space of Brainiacs Academy – Unit 4/ 228 Union Street, Merewether, NSW 2291

3. TUITION FEES FOR 2026

- (i) All Early Years Enrichment classes (2 hours) are \$82.00 (incl GST) per session per child.
- (ii) All Early Years Enrichment classes (3 hours) are \$120.00 (incl GST) per session per child.
- (iii) All Mini Movers & Makers classes (1.5 hours) are \$60.00 (incl GST) per session per child.

- (iv) All One-on-One Tutoring (1 hour Classes) are \$115.00 (incl GST) per session per child. Each child is required to sign up for the duration of the term (unless a different block length is negotiated with the teacher).
- (v) All One-on-One Tutoring (45 minute Classes) are \$82.00 (incl GST) per session per child. Each child is required to sign up for the duration of the term (unless a different block length is negotiated with the teacher).
- (vi) All One-on-One Tutoring (30 minute Classes) are \$60.00 (incl GST) per session per child. Each child is required to sign up for the duration of the term (unless a different block length is negotiated with the teacher).
- (vii) All Small Group Tutoring (45 minute Classes) are \$65.00 (incl GST) per session per child. Each child is required to sign up for the duration of the term (unless a different block length is negotiated with the teacher).

GST and other taxes and duties that may be applicable shall be added to the fees except when they are expressly included in the fees.

If you decide to withdraw the student from enrolment prior to the end of the term, there will be a cancellation fee equivalent to 50% of the remaining term's fees, which shall be payable by you within 7 days of cancelling the enrolment.

The parent/ guardian acknowledges and agrees that we may increase the fees from time to time at our discretion.

For the purpose of this Clause 3, "GST" means the tax payable on taxable supplies within the meaning of mean the A New Tax System (Goods and Services Tax) Act 1999 and any related legislation imposing such tax or legislation that is enacted to validate, recapture or recoup such tax.

4. PAYMENTS

Where more than one legal parent or guardian has agreed to these terms and conditions, they shall be jointly and severally liable for all payments of the fees.

An invoice will be sent at the beginning of each term. The amount of fees will be calculated based on the number of weeks per term (**Enrolment Fees**). Time for payment for the services shall be of the essence and will be stated on the invoice. If no time is stated, then payment shall be due seven days following the date of the invoice.

Payments are to be made via bank transfer, credit card, or EFTPOS. If payments are not received by the due date, Brainiacs Academy has no obligation to fulfil lessons until payments are received. Where fees are paid by direct debit, clause 23 will apply.

Alternatively, we offer the option of two half payments of the Enrolment Fees - one at the beginning of the term and one at the mid-term point. If you would like to take advantage of this option, please inform Melanie and Lisa two weeks prior to the start of the first session.

Casual class bookings for Early Years Enrichment classes are available and must be paid in full at the time of booking through the designated booking link. By completing a booking, you acknowledge and accept the Terms and Conditions, including all payment, cancellation, and participation policies. Bookings are not confirmed until payment has been successfully processed.

A late fee equivalent to 20% of the outstanding fees applies for payments two (2) weeks or more overdue applies. You acknowledge and agree at the time of agreeing to these terms and conditions the late fee does not constitute a penalty and that it is instead a genuine pre-estimate of the costs and likely losses of Brainiacs Academy having regard to its legitimate and probable business expenditure.

Without prejudice to any other remedies Brainiacs Academy may have, if at any time you are in breach of any obligation under these terms and conditions (including those relating to payment), Brainiacs Academy may suspend or terminate the supply of services to the student and any other of its obligations under these terms and conditions.

Subject to clause 9 and clause 22, we will only provide a refund of the fees paid if we are unable to continue to deliver the services to you, or if we, in our absolute discretion, determine that it is reasonable to do so.

Confirmation of registration for the following term is required in writing by the second last week of the current term.

5. TUITION TIMES AND DAYS

Sessions	Days	Length
Kindy Ready Rock Star (School Readiness)	Mondays, Tuesdays, Wednesdays, Thursdays and Fridays	2 - 3 hours

Mini Movers & Makers (School Readiness)	Mondays, Tuesdays, Wednesdays, Thursdays and Fridays	1 hour 30 minutes
One-on-One Tutoring (45 min Classes)	As scheduled via telephone or email, subject to availability	30 minutes
One-on-One Tutoring (45 min Classes)	As scheduled via telephone or email, subject to availability	45 minutes
One-on-One Tutoring (1 hour Classes)	As scheduled via telephone or email, subject to availability	1 hour
Small group Tutoring (45 minutes)	As scheduled via telephone or email, subject to availability	45 minutes

Any changes to the schedule will be communicated to parents or guardians in advance.

6. DROP OFF & COLLECTION

All children must be dropped off and picked up from the venue by a parent or guardian and signed in at drop-off. Please arrive promptly at your child's scheduled class start and end times and wait in the designated undercover area outside the venue. All students must be collected within 10 minutes of the conclusion of their class; otherwise, a late fee will be charged.

If another adult is collecting your child, please confirm this via email or text message prior to the start of the lesson.

If a child is late to their session, they may complete the remainder of the session, but no additional time will be offered.

7. STUDENT ATTENDANCE

The student is required to attend their weekly session for the term, unless a session is rearranged for a time that is mutually convenient to both the teacher and the student- please refer to the Cancellation and Non-attendance Policy.

8. CANCELLATION/ NON-ATTENDANCE

If you need to cancel your session, a minimum of EIGHT (8) hours notice is required via email to admin@brainiacsacademy.com.au. Any cancellation or rescheduling made less

than EIGHT (8) hours will result in a cancellation fee of an amount equivalent to 50% of the Enrolment Fees attributable to the cancelled session, as determined by us having regard to the proportion that the cancelled session has in the total amount of sessions in the term. In the event of a true, unavoidable emergency, all or part of your cancellation fee may be applied to future services at the discretion of Brainiacs Academy.

You acknowledge that, if both teachers are sick or absent, the session will be cancelled (**Missed Session**). Missed Sessions will be rescheduled for an available day during the term at no additional cost to the parents/guardians (**Make-Up Session**). If you are unable to attend the Make-Up Session or if Brainiacs Academy cannot offer a Make-Up Session, a full refund for the Enrolment Fees attributable to the Missed Session, as determined by Brainiacs Academy having regard to the proportion that the Missed Session has in the total amount of sessions in the term, will be issued to you.

Please refer to the Cancellation and Non-attendance Policy on our website. By purchasing the tutoring services, you acknowledge and accept the Cancellation and Non-attendance Policy. In the event of an inconsistency between the Cancellation and Non-attendance Policy and these terms and conditions, you agree the Cancellation and Non-attendance Policy will prevail.

9. ILLNESS

Please do not bring your child to class if they are unwell. If your child is unwell, teachers at Brainiacs Academy reserve the right to refuse to accept your child in the lesson and request they be taken home. This request can be made at any point during the lesson.

10. STUDENT CONDUCT AND BEHAVIOUR

In the course of attending lessons, students must not do anything that is unreasonably disruptive or damaging to others or the Brainiacs Academy facility, environment and personnel. If your child breaches this rule, teachers at Brainiacs Academy reserve the right to request that they are removed from the class. This request can be made at any point during the lesson.

If Brainiacs Academy determines a student's conduct is unreasonably disruptive or damaging to others or the Brainiacs Academy facility, environment and personnel, we may terminate this agreement and enrolment in other classes and services.

You agree to pay for damage caused by the student to others or the Brainiacs Academy facility, environment and personnel whilst they are a student at Brainiacs Academy.

11. SAFE PRACTICES

Brainiacs Academy will, at all times, apply required safety procedures. In the unlikely event of an accident, Brainiacs Academy takes no responsibility for damage to student's property or them personally.

In the case that unforeseen injury or illness may arise, we give Brainiacs Academy permission to:

- (i) call an ambulance;
- (ii) seek urgent medical care;
- (iii) transport your child to the nearest health professional (doctor/ dentist etc);
and
- (iv) I/we agree to settle to assume all costs associated with the above treatments or transportation.

12.MEDICAL

It is essential the parent/ guardian informs Brainiacs Academy before your child is enrolled if he or she has any medical conditions. This must include any known allergies.

You should also contact Brainiacs Academy as soon as you are aware of any newly diagnosed allergies, other medical conditions or changes to an existing condition. This will assist Brainiacs Academy to support the safety and wellbeing of your child and allow planning to occur to determine the best way to meet the individual health and support needs of your child. This is important information for your child's safe participation at Brainiacs Academy.

13.BATHROOM FACILITIES

You acknowledge that Brainiacs Academy shares a bathroom facility with Stepping Stones Therapy for Children and that this bathroom is used by clients and staff members from both Brainiacs Academy and Stepping Stones. The student must comply with our relevant policies regarding use of the bathroom facilities, as updated from time to time.

Brainiacs Academy students will always be accompanied to the bathroom by an adult.

Please note, all students must be fully toilet trained.

14.COMMUNICATION

Teachers at Brainiacs Academy will communicate with parents/ guardians via email, telephone, text message and Class Dojo.

Informal and brief progress updates can be communicated verbally during pick-up and drop-off times. For more formal discussions, meetings can be scheduled at a mutually convenient time outside of regular classes.

You must, as appropriate, not contact teachers out of class hours and only contact teachers through approved channels.

15.ASSESSMENT & REPORTING

Brainiacs Academy will conduct ongoing assessments throughout the year to aid in tailoring a program to meet each child's specific learning needs.

Student learning samples and updates will be shared with parents/guardians through Class Dojo, an online digital portfolio.

16.NO WARRANTIES

The parent/guardian acknowledges that Brainiacs Academy is not accountable or responsible for the academic success or lack thereof of the student. While we strive to prepare your child to the best of our ability, we are not liable, nor can we guarantee any performance increase within any learning task.

17.PRIVACY

At Brainiacs Academy, we are committed to protecting the privacy of the child and parent/ guardian. We use the information we collect to maximise the services that we provide to the client. We respect the privacy and confidentiality of the information provided by the parent/ guardian, and will not be given to any other party except as agreed to by the client in the course of business terms and conditions, or if formally requested by law enforcement agencies. You may change your details at any time by advising us in writing via email.

We may take photographs, videos and audio recordings during sessions for marketing and promotional purposes. If you do not wish for your child to be included in such materials, please indicate this in writing on the enrolment form.

Please refer to the Privacy Policy on our website for further details. By purchasing the tutoring services, you agree for Brainiacs Academy and its authorised third parties to use your and the student's personal information in accordance with the Privacy Policy.

18.LIMITATION OF LIABILITY AND INDEMNITY

In no event will Brainiacs Academy be liable for any direct or indirect damages arising out of access to, or use of, its services beyond its service fee received from clients. As a condition of use of this service, the client agrees to indemnify Brainiacs Academy from and against any and all liabilities, expenses (including legal fees) and damages arising out of or related to the carrying out of the teaching by an educator introduced by Brainiacs Academy. You agree to fully indemnify and hold Brainiacs Academy (and our employees) harmless against any expenses, costs, loss or damage (including consequential loss) that Brainiacs Academy may suffer or incur as a result of, or in connection with, your or the student's use of the service and any breach by you or the student of this Agreement.

19.COPYRIGHT, TRADEMARK AND INTELLECTUAL PROPERTY

Copyright in all information and other materials used within (including information and its arrangement) are owned by Brainiacs Academy. All rights are reserved. Copyright in materials provided through the service is either owned by Brainiacs Academy or licensed (whether explicitly or implicitly to us).

Except as permitted under applicable laws, no part of our services may be reproduced, adapted, distributed, displayed, transmitted, or otherwise exploited for any commercial purpose without the express written consent of Brainiacs Academy. You may imprint, copy, download, or temporarily store extracts from our services for your personal use or when utilising Brainiacs Academy products and services. You must not alter any content. Specifically, you may not use any part of the Brainiacs Academy website on any other website, or link any other website to the Brainiacs Academy website, without the express written consent of Brainiacs Academy.

Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 (Cth) and similar legislation throughout the world, and except as expressly authorised under such legislation by this Agreement, with Brainiacs Academy prior written permission or where you are the owner of copyright in the materials in question, you may not in any form or by any means reproduce, copy, adapt, translate, store, distribute, re-distribute, purport to sub-license, on-sell, print, display in public, perform, communicate to the public or create derivative works from the materials Brainiacs Academy provides or make available in the course of providing the service, or any substantial part thereof. Such materials are licensed to you/the student for personal,

private, non-commercial use only.

Any resources given to the client by an employee of Brainiacs Academy should not be shared with other students who do not attend lessons with Brainiacs Academy. Instead, they should be kept to the benefit of the client.

The learning materials and any accounts belong to Brainiacs Academy. Students are permitted to use the materials while they are a student of Brainiacs Academy. Once the student ceases to be a student of Brainiacs Academy they can continue to use any physical materials provided by Brainiacs Academy but only for their own study and personal use. Any accounts issued by Brainiacs Academy will be deleted at the end of your child's enrolment and data may be lost. You agree that you will not, at any time, distribute or make copies of the materials to give to third parties.

20. DISCLAIMER

The information contained in this document has been prepared for general information and it is not intended that the information be relied on by recipients. Brainiacs Academy does not give any warranty as to the accuracy, reliability, or completeness of the information and accepts no responsibility for updating or correcting any part of the information.

Brainiacs Academy and its employees, contractors and consultants do not accept any liability (whether arising in contract, or tort, or negligence or otherwise) for any error, omission or misrepresentation in relation to the Information or for any loss, damage, cost or expense (whether direct, indirect, consequential or otherwise) incurred by any person whatsoever arising out of or referable to the information in this document.

By agreeing to use and pay for the service provided by Brainiacs Academy, you agree to these terms and conditions of service. If a breach of any of these terms is found, the client's service will be terminated.

We disclaim any warranty that any information, advice and material obtained while providing the service will be accurate, complete, reliable, current, useful or error-free. To the extent permissible at law, the service is provided on an "as is" and "as available" basis, without warranties of any kind other than those prescribed under the Australian Consumer Law or other applicable law.

Brainiacs Academy does not make any representations or warranties that the website, and/or student access to the service and/or the centre will be uninterrupted or always available. Brainiacs Academy does not guarantee that any given appointment or other planned activity will always be available or performed as scheduled.

Brainiacs Academy will provide the tutoring services to your child using reasonable care and skill. Brainiacs Academy does not represent or warrant that using the service will lead to any particular academic outcome and disclaim any warranty that the service can be relied upon. By purchasing the tutoring services, you accept this disclaimer.

Subject to the extent permitted by law, all terms, guarantees, representations or conditions which are not expressly stated in these Enrolment Terms and Conditions are expressly excluded.

21.AUSTRALIAN CONSUMER LAW

The services of Brainiacs Academy come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- (i) to cancel your service with Brainiacs Academy; and
- (ii) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure, you are entitled to have the problems with the service rectified in a reasonable time and, if this is not done, to cancel your service and obtain a refund for the unused portion of the service. For more information on your rights see:

<https://www.accc.gov.au/consumers/problem-with-a-product-or-service-you-bought/repair-replace-refund-cancel>.

A major failure could occur where the services of Brainiacs Academy:

- (i) Have a problem that would have stopped you buying if you had known about it;
- (ii) Are not fit for their purpose, i.e. to teach the course material, and this cannot be fixed in a reasonable time;
- (iii) Do not fit your specific purpose and this cannot be fixed in a reasonable time;
- (iv) Are unsafe.

In these cases of major problems, you are entitled to ask for a replacement of the services or a refund. Where you are entitled to, and request, a refund you must return

all materials Brainiacs Academy have provided to you and your child and cease accessing the Brainiacs Academy learning systems. Where a refund is to be paid, you acknowledge that it may take Brainiacs Academy up to 30 days to process.

In the case of a minor problem, Brainiacs Academy will use its reasonable endeavours to correct any problem within a reasonable time of being informed of it. Brainiacs Academy may, at its discretion, provide credits against future service or permit cancellation of the tutoring services. There may be other rights a consumer has under Australian Consumer Law - for more information see:

<https://www.accc.gov.au/consumers/problem-with-a-product-or-service-you-bought/repair-replace-refund-cancel#toc-minor-problem-with-a-product-or-service>.

22. General

- (i) If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- (ii) If Brainiacs Academy sells or otherwise changes control of its business to a third party, Brainiacs Academy reserves the right, without giving notice or seeking your consent, to transfer or assign the personal information, content and rights that Brainiacs Academy has collected from you and any agreements it has made with you in accordance with these terms and conditions.
- (iii) These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales.
- (iv) The failure by Brainiacs Academy to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the rights of Brainiac Academy to subsequently enforce that provision.

I, the Parent / Guardian, acknowledge that I have read and understood the Enrolment Terms and Conditions and agree to act in accordance with the Enrolment Terms and Conditions. I am aware of the classes and services which the student will participate in and consent to the student participating.

I warrant that I have full authority and entitlement to enter into this agreement as the legal parent or guardian of a student to whom the classes and services will be provided.

Name:

Signature:

Date: