

BRAINIACS ACADEMY CANCELLATION AND NON-ATTENDANCE POLICY



DEFINITIONS

Enrolment Block: A commitment to a set number of consecutive weekly sessions (e.g., 5 weeks, 10 weeks, or a full term). This includes before and after school tutoring, and Early Years Enrichment Classes. These guarantee a student's place in the program for the agreed block.

Casual Bookings: One-off or flexible session bookings made on a week-to-week basis through Square or Bookeo. Families selecting this option do not commit to a block of sessions and instead book as required, subject to availability. Casual Bookings are accepted on the understanding that they provide flexibility but do not guarantee ongoing placement in future sessions.

Holiday Workshops: Special programs scheduled during school holiday periods, booked in advance through Square or Bookeo.

1. Student Cancellation - Enrolment Block

1.If you need to cancel your session, a minimum of EIGHT (8) hours notice is required. Any cancellation or rescheduling made less than EIGHT (8) hours will result in a cancellation fee of 50% of the session. 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.

2.If cancellation is made due to sickness, holiday, etc. and at least EIGHT (8) hours notice has been given, every effort will be made to rebook a make-up session. This make-up session must be within the current term. Make up-lessons cannot be carried over into the next term.

3.To be eligible for a make-up lesson, your absence must be recorded via email to admin@brainiacsacademy.com.au with a minimum of EIGHT (8) hours' notice. Make-up lessons will not be granted if notice is not given.

4. Each child is allowed a maximum of ONE (1) make-up session per term.
5. Make-up lessons are subject to availability and the same teacher cannot be guaranteed.
6. If you are unable to attend the scheduled make-up lesson, it will be forfeited.
7. It is the parent/ guardian's responsibility to book make-up lessons by emailing admin@brainiacsacademy.com.au
8. We **do not** offer refunds for cancellations by parents/guardians as a result of illness, holidays, change of mind or issues outside of our control, whether foreseen or unforeseen.
9. Please note that students are expected to attend sessions until the end of the term/ block for which they are enrolled. Cancellations of enrolments before this time will incur a fee of 50% for all remaining sessions of that term.

Teacher Cancellation

10. Missed sessions due to teacher absence will be rescheduled for an available day during the term at no additional cost to the parents/guardians.
11. If the client is unable to attend the make-up lesson or if Brainiacs Academy cannot offer a make-up lesson, a full refund for that class will be issued to the client.

2. Student Cancellation - Casual Bookings Including Holiday Tutoring, Trial Sessions & Homeschooling Tutoring Sessions

1. Payment for all Casual Bookings must be made prior to commencement (via payment link, EFTPOS, or invoice), excluding students whose fees are covered through NDIS funding.
2. Notice of cancellation must be provided via email to admin@brainiacsacademy.com.au or by text to 0494 180 244.
3. If at least EIGHT (8) hours' notice is given, Brainiacs Academy will make every effort to reschedule the session within the same term.

4. If a mutual day/time cannot be coordinated, a refund for that session will be issued.
5. Each student is entitled to ONE (1) rebooked session per term under casual booking arrangements.
6. No shows or cancellations with less than eight hours' notice will be charged 50% of the total session fee.
7. Brainiacs Academy reserves the right to cancel future bookings in cases of repeated no-shows or late payments.

Teacher Cancellation

8. Missed sessions due to teacher absence will be rescheduled for an available day during the term at no additional cost to the parents/guardians.
 9. If the client is unable to attend the make-up lesson or if Brainiacs Academy cannot offer a make-up lesson, a full refund for that class will be issued to the client.
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3. Student Cancellation - Early Years Enrichment Class Casual Bookings

1. When booking any Early Years Enrichment casual class through Square or Bookeo, you are accepting the terms and conditions listed on the booking site.

Teacher Cancellation

2. Missed sessions due to teacher absence will be rescheduled for an available day during the term at no additional cost to the parents/guardians.
 3. If the client is unable to attend the make-up lesson or if Brainiacs Academy cannot offer a make-up lesson that is mutually agreed upon, a full refund for that class will be issued to the client.
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4. Student Cancellation - Holiday Workshops

1. All payment for holiday workshop sessions must be made in full prior to commencement via the Square/Bookeo system.

2. Holiday Workshop bookings are final. No refunds or credits will be issued for cancellations, illness, change of mind, holidays, or issues outside of our control.

3. Notice of cancellation must be provided via email to admin@brainiacsacademy.com.au or by text to 0494 180 244.

4. Workshop places are limited. Due to planning, staffing, and resource requirements, we are unable to accommodate rebooked sessions for missed workshops.

Teacher Cancellation

6. If Brainiacs Academy cancels a workshop, families will be offered either a credit towards a future program or a full refund.

Notice of Cancellation

1. Notice of a cancellation must be given via email to admin@brainiacsacademy.com.au.
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Australian Consumer Law

2. 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 contract with Brainiacs Academy; and
 - (ii) to a refund for the unused portion, or to compensation for its reduced value.
3. You are also entitled to be compensated for any other reasonably foreseeable loss or damage.
4. 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 contract and obtain a refund for the unused portion of the contract. 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>.

5. 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.
6. 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.
7. 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 contract to provide 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>.

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I, the Parent / Guardian, acknowledge that I have read and understood the

Cancellation/Non-attendance Policy and agree to act in accordance with the Cancellation/Non-attendance Policy.

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: