MindBridge Education Student Code of Conduct



Prepared by: MindBridge Team MindBridge Education Brisbane, Queensland March 2025 www.mindbridgeedu.com.au



1.1 Acknowledgment of Agreement

By enrolling in the MindBridge Education tutoring program and submitting payment for the program, you (the student or the parent/guardian of the student, if applicable) hereby acknowledge, agree, and confirm the following:

- Legally Binding Contract: You enter into a legally binding agreement with MindBridge Education, which governs your participation in the tutoring program.
- Agreement Acceptance: By proceeding with payment and enrollment, you voluntarily accept and agree to comply with all terms, conditions, and expectations set forth in this Student Code of Conduct.
- Full Understanding and Consent: You confirm that you have read, understood, and accepted all provisions in this agreement, including the legal implications of the terms. This includes acceptance of MindBridge Education's liability protections, limitations, and the consequences of non-compliance with the code of conduct.

By submitting payment and enrolling in the program, you expressly waive any right to challenge or contest the terms of this agreement once accepted.

1.2 Legal Protection for MindBridge Education

This agreement is drafted to **fully protect MindBridge Education**, its tutors, staff, and any affiliated entities from any liability, claims, damages, losses, or expenses arising out of the student's participation in the tutoring program. The legal protection extends to **all possible situations**, regardless of whether the student's actions or behaviors contribute to the situation. The following key protections are part of this agreement:

- No Liability for Losses or Damages: MindBridge Education, its employees, tutors, or agents will not be liable for any damages or losses, including but not limited to personal injuries, property damage, academic failures, or any other indirect or direct loss that occurs during, before, or after the tutoring sessions, regardless of the cause. This includes any damages that may arise from the student's actions or behavior.
- Limitation of Liability: Except in cases of gross negligence or intentional misconduct directly attributable to MindBridge Education or its tutors, the company will not be held responsible for any consequences related to the tutoring program. You acknowledge that participation in the program involves inherent risks, including the potential for injury, and you voluntarily assume all such risks.
- Indemnification and Hold Harmless: By agreeing to these terms, you (the student or parent/guardian) agree to indemnify and hold harmless MindBridge Education, its staff, tutors, agents, and affiliates from any and all claims, damages, losses, liabilities, costs, and expenses (including legal fees) arising from:
 - The student's participation in the program, regardless of the circumstances.
 - The student's actions, behavior, negligence, or failure to comply with this agreement or the program's rules.

You acknowledge that this indemnification applies whether the damages are caused by the student's negligence, misconduct, or any external factors beyond MindBridge Education's control.

- Waiver of Claims: You waive any claims or rights to legal action that may arise in connection with the student's participation in the tutoring program. This waiver applies even if damages are caused by an act of negligence on the part of MindBridge Education or its staff. You acknowledge that this waiver of claims extends to:
 - Personal injuries.
 - Property damage.
 - Any form of academic dissatisfaction or failure, including but not limited to lack of improvement in exam scores, grades, or academic outcomes.

- No Guarantee of Academic Results: MindBridge Education does not make any guarantees regarding academic outcomes, including but not limited to improvements in UCAT scores, school grades, exam results, or university admissions. Success depends on factors outside MindBridge Education's control, including the student's prior knowledge, effort, and engagement. Therefore, no refunds or compensation will be provided based on academic performance or dissatisfaction with results.
- **Responsibility for Personal Belongings**: **MindBridge Education** is not responsible for any personal belongings brought to tutoring sessions, including but not limited to personal electronics, books, clothing, or any other items. The student and their parent/guardian agree that any items brought to the tutoring program are done so at their own risk.
- Right to Refuse or Terminate Service: MindBridge Education reserves the right to:
 - $_{\circ}$ $\,$ Refuse service to any student at any time.
 - Suspend or expel any student from the program if they violate the terms of this agreement, exhibit disruptive or aggressive behavior, or fail to comply with the Student Code of Conduct.
 - **No Refund** will be issued for any remaining sessions if the student is expelled or suspended from the program for any reason.
- Legal Compliance: This agreement is governed by the laws of Queensland, Australia, and complies with all relevant education, consumer protection, and liability laws. Should any part of this agreement be found unenforceable, the remainder of the terms will still remain in full force.

2. Definitions and Scope

2.1 Definitions

For the purposes of this agreement, the following terms shall have the meanings ascribed to them below:

- **Student**: The individual enrolled in the MindBridge Education tutoring program who will be receiving tutoring services. If the student is under the age of 18, "Student" refers to the minor and includes their parent or legal guardian in all applicable provisions.
- **MindBridge Education**: The entity providing the tutoring services, including its staff, tutors, agents, contractors, and affiliates. "MindBridge Education" also includes any third parties engaged by the company to assist in delivering tutoring services.
- **Agreement**: The legally binding contract between MindBridge Education and the student (or the student's parent/guardian, if applicable), which governs all interactions, behaviors, responsibilities, and liabilities associated with the tutoring program.
- **Terms**: The specific conditions, rules, and responsibilities outlined in this document, including all provisions related to participation in the tutoring program, liability, behavior, academic integrity, and payment terms.
- **Parent/Guardian**: The parent or legal guardian of the student, who agrees to uphold the terms of this agreement on behalf of the student if the student is under the age of 18.
- **Tutoring Program**: The educational services provided by MindBridge Education, which may include one-on-one tutoring, group sessions, workshops, exam preparation, or any other related academic support activities offered by MindBridge Education.
- **Sessions**: The individual tutoring appointments or classes provided as part of the program, whether in-person or through any other format authorized by MindBridge Education.
- **Code of Conduct**: The set of rules and expectations outlined in this agreement that governs the behavior, participation, and responsibilities of the student while enrolled in the tutoring program.

2.2 Scope of Agreement

This agreement governs the student's participation in the **MindBridge Education tutoring program**, and applies to the following:

- **In-Person Sessions**: All tutoring sessions held at designated school locations or any other location specified by MindBridge Education.
- **Tutoring Services**: This includes, but is not limited to, individual tutoring, group study sessions, workshops, practice exams, academic counseling, and any other related services provided by MindBridge Education to assist in the student's academic progress.
- Responsibilities of the Student: The student agrees to follow all instructions, attend all sessions on time, actively participate, and comply with all rules and policies as outlined in this agreement.
- **Responsibilities of MindBridge Education**: MindBridge Education is responsible for providing tutoring services in a professional manner, ensuring the safety of the student during sessions, and maintaining a safe and productive learning environment.
- Liability and Protection: This agreement protects MindBridge Education from liability, claims, or damages arising out of the student's actions during the tutoring sessions, except in cases of gross negligence or intentional misconduct by MindBridge Education.
- Termination of Agreement: If the student violates any terms of this agreement, including the Code of Conduct, MindBridge Education reserves the right to terminate the agreement and remove the student from the program, with no refund for unused sessions.

2.3 Limitations of Scope

- Tutoring Outside Program Hours: This agreement only applies to tutoring services provided during scheduled sessions. MindBridge Education is not responsible for any academic guidance or support provided outside of the tutoring sessions, unless specifically agreed upon in writing.
- **Student Responsibility**: While **MindBridge Education** provides the services, the student (and their parent/guardian) is ultimately responsible for their learning outcomes. MindBridge Education is not liable for any academic failures, lack of progress, or failure to meet educational goals.
- **Non-Academic Services**: This agreement does not cover services that fall outside of the scope of the tutoring program, including but not limited to career counseling, school admission assistance, or other unrelated academic services unless separately specified and agreed upon.

3. Attendance and Participation

3.1 Mandatory Attendance

- Attendance Expectations: The student is required to attend all scheduled tutoring sessions in person and on time. Attendance is critical to the student's academic progress and the success of the tutoring program.
- **Punctuality**: Students must arrive at the designated tutoring location on time for each session. Late arrivals will not receive extra time, and the session will proceed as scheduled.
- **No Make-Up Sessions**: MindBridge Education does not offer make-up sessions for missed tutoring classes under any circumstances, including illness, emergencies, school activities, or other personal matters. If a session is missed, the student will forfeit that session, and no compensation (refunds or rescheduled sessions) will be provided.
- **Tardiness**: Late arrivals (more than 15 minutes after the session start time) will result in the student being marked absent. Late arrivals will not be provided with additional time to catch up on missed content. Repeated tardiness will result in disciplinary actions, including suspension or expulsion from the program, at **MindBridge Education**'s discretion.

3.2 Absences

• Advance Notice: If the student is unable to attend a scheduled session, the parent/guardian must notify MindBridge Education at least 24 hours in advance of the

missed session. Notice must be provided in writing through the designated communication channels (email, phone call, or online portal).

- No Refunds or Make-Up Sessions: MindBridge Education does not provide refunds, credits, or the option to reschedule missed sessions, regardless of the reason for the absence. This includes absences due to illness, personal emergencies, or unavoidable circumstances such as travel, school events, or family obligations.
- **Multiple Absences**: If a student misses more than **three (3) sessions in a term** without proper notice or explanation, their enrollment may be reviewed. Continued non-compliance with attendance requirements may result in suspension or termination from the program without refund.

3.3 Active Participation

- **Full Engagement Required**: The student is required to actively engage in all tutoring sessions. Active participation includes, but is not limited to:
 - Completing all assigned homework or practice work.
 - Actively listening during sessions.
 - Asking questions when clarification is needed.
 - Engaging in discussions and participating in any group work or activities.
- Disruptive or Non-Participating Behavior: If the student consistently refuses to participate, engages in disruptive behavior, or fails to follow tutor instructions, MindBridge Education reserves the right to issue verbal or written warnings. Continued disengagement or disruptive behavior will result in suspension or expulsion from the program.
- **Responsibility for Own Learning**: The student is responsible for their own learning outcomes. **MindBridge Education** provides tutoring services to guide and support the student's academic development, but the ultimate responsibility for success lies with the student. Failure to actively engage in learning, complete assignments, or seek help when needed may result in **MindBridge Education** terminating the student's participation in the program.

3.4 Consequences of Non-Compliance

• First Instance of Non-Compliance (Minor Violations):

If the student is absent without notice, late for a session, or fails to participate, they will receive a **verbal warning** from the tutor or staff member, and the incident will be documented.

- Second Instance of Non-Compliance (Repeated Minor Violations): If the student continues to miss sessions or fails to comply with attendance and participation expectations, they will receive a written warning, and their parent/guardian will be notified of the violation. A meeting may be scheduled to discuss further action.
- Third Instance of Non-Compliance (Major Violations): Continued failure to comply with the attendance and participation requirements or engaging in repeated disruptive behavior will result in immediate suspension from the tutoring program. A meeting with the student, their parent/guardian, and MindBridge Education administrators will be scheduled to determine whether the student will be reinstated, and if so, under a strict behavioral contract. If suspension or expulsion occurs, no refund will be issued for unused sessions.

Serious Violations or Ongoing Issues: For serious violations, such as excessive unnotified absences, chronic tardiness, or repeated disruptive behavior, the student may be expelled from the program, and MindBridge Education reserves the right to refuse re-enrollment in the future. Any unused sessions will not be refunded.

4. Behaviour and Conduct

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4.1 Respectful Behaviour

- Respect for Tutors and Peers: The student agrees to treat MindBridge Education tutors, staff, and fellow students with the utmost respect at all times, both during and outside of tutoring sessions.
 - Zero Tolerance for Bullying or Harassment: The student must refrain from engaging in any form of bullying, harassment, or discrimination, whether verbal, emotional, physical, or psychological, towards any individual within the tutoring program. This includes online interactions related to the program.
 - Maintaining a Positive Learning Environment: The student must contribute to maintaining a positive and inclusive learning environment by respecting the diverse backgrounds, perspectives, and opinions of others. Offensive language, insults, or inappropriate jokes are strictly prohibited.
- Commitment to a Safe Environment: Any behavior that causes distress, discomfort, or harm to others, whether intentional or unintentional, will result in immediate disciplinary action. MindBridge Education has a zero-tolerance policy for actions that create an unsafe or uncomfortable environment for other students, staff, or tutors.

4.2 Prohibited Behaviour

Disruptive Behaviour:

- **Examples**: Talking excessively, making unnecessary noise, distracting others, ignoring tutor instructions, or failing to follow the established session rules.
- Consequence: Students engaging in disruptive behavior will receive a verbal warning. If the behavior continues, further disciplinary action, including suspension or expulsion, may be taken.

Aggressive or Violent Conduct:

- Examples: Verbal aggression (yelling, threatening language), physical aggression (pushing, hitting, throwing objects), or any form of intimidation or violent conduct towards others.
- Consequence: Any instance of physical aggression, verbal threats, or intimidation will result in immediate suspension from the program. If necessary, law enforcement may be contacted, and the student may be permanently expelled from the program.

Vandalism and Property Damage:

- **Examples**: Defacing, damaging, or tampering with **MindBridge Education** materials, the school's property, or the personal belongings of others.
- Consequence: The student and their parent/guardian will be held financially responsible for the repair or replacement costs of damaged property. Repeated offenses may result in expulsion from the program.

Possession of Prohibited Items:

- **Examples**: Bringing **weapons**, **illegal substances** (drugs, alcohol, tobacco), or any dangerous items to tutoring sessions.
- **Consequence**: Possession of prohibited items will result in **immediate expulsion** from the program and, if necessary, law enforcement may be notified.

Inappropriate Use of Technology:

 Examples: Unauthorized use of mobile phones, tablets, laptops, or other electronic devices during sessions, including texting, gaming, social media browsing, or accessing inappropriate websites.



• **Consequence**: Use of electronic devices without tutor approval will result in the confiscation of the device for the remainder of the session. Continued misuse will lead to suspension or expulsion.

4.3 Compliance with Instructions

- Following Tutor Instructions: The student is required to follow all instructions given by the tutor during the tutoring session. This includes instructions related to academic tasks, behavior expectations, and any safety procedures.
 - **Emergency Procedures**: In the event of an emergency, the student must immediately comply with all emergency procedures and safety instructions provided by the tutor or **MindBridge Education** staff.
 - **Non-Compliance Consequences**: If the student refuses to comply with tutor instructions or emergency procedures, disciplinary action will be taken. This may include suspension or removal from the program.

4.4 Consequences of Misconduct

First Instance of Misconduct (Minor Violations)

- **Examples**: Disruptive behavior, minor disrespect, ignoring instructions.
- Action: The student will receive a verbal warning, and the incident will be documented. The student will be informed of the consequences of future violations.

Second Instance of Misconduct (Repeated Minor Violations or Moderate Violations)

- **Examples**: Continuing disruptive behavior, disrespectful communication, failure to participate, repeated non-compliance with session rules.
- Action: A written warning will be issued, and the parent/guardian will be notified. The student may be placed on **behavioral probation**, where further violations will lead to suspension or expulsion.

Third Instance of Misconduct (Major Violations or Continued Moderate Violations)

- **Examples**: Aggressive conduct, vandalism, possession of prohibited items, or serious disrespect to tutors or peers.
- Action: The student will be **immediately suspended** from the program, and a mandatory meeting will be scheduled with the tutor, program administrator, and parent/guardian. A decision will be made regarding reinstatement, and the student may be placed on a **strict behavioral contract**.

Severe Violations

- **Examples**: Violence, bullying, theft, possession of illegal substances, or any criminal activity.
- Action: The student will be immediately expelled from the program with no refund. In some cases, **law enforcement** may be contacted if criminal activity is involved.

5. Academic Integrity and Results

5.1 No Guarantee of Academic Results

- Student Responsibility: The student acknowledges that MindBridge Education provides tutoring services to support and guide the student's academic progress. However, MindBridge Education does not guarantee any specific academic outcomes, including but not limited to:
 - Improved grades, UCAT scores, or school exam results.
 - Successful completion of assignments, exams, or any academic goals.
- External Factors: The student understands and agrees that academic success is influenced by a variety of factors, many of which are beyond the control of MindBridge Education, including:
 - The student's prior academic knowledge.
 - The student's personal effort, time management, and study habits.

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- School-related or exam-related factors outside the tutoring sessions.
- No Liability for Academic Failure: MindBridge Education is not liable for the student's academic failure or inability to achieve the desired results. The student assumes full responsibility for their learning and academic outcomes.
- 5.2 Honest Effort and Academic Commitment
 - Active Participation: The student is required to actively engage in all tutoring sessions. Active participation includes completing assignments, following tutor feedback, preparing for sessions, and applying the learning strategies provided.
 - Commitment to Success: The student (or their parent/guardian) agrees to encourage and support the student in maintaining the commitment necessary for success in the tutoring program. This includes ensuring that the student:
 - Attends all sessions as scheduled.
 - Completes all assigned tasks, practice exercises, and study materials.
 - Actively asks questions and seeks clarification when needed.
 - Failure to Participate: If the student repeatedly fails to participate, complete assignments, or demonstrate academic commitment, **MindBridge Education** reserves the right to issue a warning and place the student on behavioral probation. If the student continues to disengage, they may be expelled from the program.

5.3 Prohibited Academic Misconduct

- **Cheating and Plagiarism**: The student agrees not to engage in any form of academic dishonesty, including but not limited to:
 - **Cheating**: Using unauthorized materials or assistance during tutoring sessions or assessments.
 - **Plagiarism**: Submitting someone else's work as their own, copying answers, or misrepresenting personal academic work.
 - **Misleading Tutors**: Providing false information about coursework, assignments, or exam results.
- **Collaboration Violations**: The student agrees not to allow other students to copy their work or submit work that they have not completed themselves.
- Misuse of Tutoring Time: The student agrees not to misuse tutoring sessions for nonacademic purposes. This includes engaging in unrelated conversations, gaming, texting, or using devices for personal use during the session.

5.4 Consequences of Academic Misconduct

• First Instance of Misconduct (Minor Violations):

- **Examples**: Submitting incomplete work, minor cheating or plagiarism (e.g., copying a single question answer), or failure to engage in the academic process.
- Action: The student will receive a verbal warning, and the incident will be documented. The student will be reminded of academic integrity policies and the consequences of future violations.
- Second Instance of Misconduct (Repeated Minor Violations or Moderate Violations):
 - **Examples**: Continued plagiarism or cheating, submitting significant portions of work that are not the student's own, or engaging in other forms of dishonesty.
 - Action: A written warning will be issued, and the student's parent/guardian will be notified. The student may be placed on academic probation and may be required to complete additional academic integrity training before continuing in the program.
- Third Instance of Misconduct (Major Violations):
 - Examples: Severe cheating or plagiarism, submitting work that is wholly plagiarized, or engaging in significant dishonesty that impacts the integrity of the tutoring sessions.
 - **Action**: The student will be **immediately suspended** from the program, and a mandatory meeting will be scheduled with the student, their parent/guardian, and

MindBridge Education administrators. Expulsion from the program may result in the forfeiture of any unused sessions with no refund.

Severe Violations:

- **Examples**: Intentional and substantial academic dishonesty that constitutes a breach of trust (e.g., forging documents, facilitating cheating for others).
- Action: The student will be expelled from the program immediately, and no refund will be provided for any unused sessions. In serious cases, law enforcement may be notified.

6. Use of Equipment and Materials

6.1 Responsibility for Resources

- **Student Responsibility for Materials**: The student agrees to handle all educational materials, books, devices, and stationery provided by **MindBridge Education** with the utmost care. These resources are for the student's personal use during the tutoring program and must not be removed from the designated tutoring areas without prior approval from **MindBridge Education**.
- **Misuse or Damage of Resources**: The student agrees to use all materials responsibly. Any **misuse**, **rough handling**, **or intentional damage** to educational resources or property will not be tolerated.
- Financial Responsibility: If any educational materials, books, or devices provided by MindBridge Education are lost, damaged, or destroyed due to the student's negligence or intentional actions, the student (or their parent/guardian) will be held financially responsible for the repair or replacement costs. This includes, but is not limited to, damage to textbooks, laptops, and any other equipment provided for the student's use.
- No Unauthorized Reproduction: The student agrees not to copy, distribute, or reproduce any materials provided by MindBridge Education for purposes outside of the tutoring program. This includes distributing study materials, worksheets, or any proprietary content without express written permission from MindBridge Education.

6.2 Electronic Devices

- Use of Electronic Devices: Students may be permitted to use personal electronic devices (e.g., mobile phones, tablets, laptops) during tutoring sessions, only with explicit permission from the tutor. Devices must be used solely for academic purposes as directed by the tutor.
- **Prohibited Use**: The student agrees not to use electronic devices during sessions for nonacademic purposes such as texting, gaming, social media browsing, or any other activity unrelated to the tutoring program. Unauthorized use of personal devices will result in the device being confiscated for the remainder of the session.
- **Confiscation of Devices**: If the student fails to comply with the rules regarding electronic devices, **MindBridge Education** reserves the right to confiscate the device for the duration of the session. Repeated misuse will lead to further disciplinary action, including possible suspension or expulsion from the program.
- **Responsibility for Personal Devices**: **MindBridge Education** is not responsible for any **loss, theft, or damage** to personal electronic devices or other personal belongings brought to the tutoring sessions. The student (or their parent/guardian) assumes full responsibility for any personal items they bring to the program.

6.3 Recording and Media Use

- Prohibited Recording: The student is strictly prohibited from recording, photographing, or videoing any part of the tutoring sessions without explicit written consent from MindBridge Education. This includes recording audio, capturing photographs, or filming video footage of tutors, other students, or the content being discussed.
- Unauthorized Distribution: The student agrees not to share, distribute, or publish any content from tutoring sessions, including study materials or session recordings.



Unauthorized sharing of session-related materials is a serious violation and will result in disciplinary action, which may include immediate expulsion from the program.

• **Social Media**: The student is prohibited from posting or sharing any content related to tutoring sessions on social media platforms, messaging services, or external forums without written permission from **MindBridge Education**. Any breach of this policy will result in severe consequences, including potential expulsion from the program.

6.4 Digital Tools and Software

- Usage of Learning Tools: MindBridge Education may provide access to specific digital learning tools, online resources, or software during tutoring sessions. The student agrees to use these tools solely for educational purposes and in accordance with the tutor's instructions.
- **Unauthorized Software**: The student agrees not to use any unauthorized software, apps, or tools during tutoring sessions unless approved by the tutor or **MindBridge Education**. Using tools that interfere with the tutoring process or are inappropriate for educational purposes will lead to disciplinary actions.

7. Safety and Supervision

7.1 Designated Areas

- **Tutoring Locations**: The student is required to remain in the **designated tutoring area** during all sessions. Leaving the designated tutoring area without permission is strictly prohibited.
- Authorized Movement: If the student needs to leave the tutoring area for any reason (e.g., restroom breaks), they must seek prior permission from the tutor or MindBridge Education staff. Unauthorized movement outside the tutoring area during sessions may result in disciplinary action.
- **Non-Compliance**: If the student leaves the designated area without permission or engages in any disruptive behavior, **MindBridge Education** reserves the right to suspend or expel the student from the program. The student's participation may be terminated if their behavior jeopardizes the safety or integrity of the learning environment.

7.2 Supervision Limitations

- **Tutoring Hours**: **MindBridge Education** is responsible for supervising students only during **scheduled tutoring hours**. Supervisors, including tutors and staff, will ensure the student's safety and well-being while they are present for the tutoring session.
- **Outside Tutoring Hours**: **MindBridge Education** is **not responsible** for the student outside of scheduled tutoring hours. This includes before or after tutoring sessions, during breaks, or while traveling to and from the tutoring location.
- **Parent/Guardian Responsibility**: Parents/guardians are responsible for ensuring the student's safe arrival and departure from the tutoring session. **MindBridge Education** is not liable for any incidents or accidents that occur **outside of scheduled session times**, including during arrival or departure.
- Late Pick-Up: If a student is not picked up promptly after a session, MindBridge Education reserves the right to contact the parent/guardian. Repeated late pick-ups may result in the termination of the student's participation in the program.

7.3 Health and Safety Reporting

- Injuries and Illnesses: The student must immediately report any injuries, accidents, or illnesses that occur during the tutoring session to the tutor or staff member. MindBridge Education will take reasonable steps to address the situation, and parents/guardians will be notified as soon as possible if an injury or medical issue occurs.
- Emergency Procedures: The student is required to follow all emergency procedures during an emergency situation (e.g., fire, medical emergency, security threat). Failure to comply with these procedures will result in disciplinary action.

- Medical Conditions and Special Accommodations: If the student has any pre-existing medical conditions (e.g., allergies, asthma, or other health concerns), it is the responsibility of the parent/guardian to inform MindBridge Education before enrollment. The parent/guardian must also inform the tutor of any special accommodations the student may need during sessions.
- First Aid and Medical Assistance: In the case of a medical emergency, MindBridge Education staff may call emergency services if the situation requires urgent medical attention. The parent/guardian will be contacted immediately. However, MindBridge Education is not responsible for administering any medication to the student.

7.4 Supervision During Breaks

- **Break Times**: During scheduled breaks, the student is required to remain in the designated break area or under the supervision of **MindBridge Education** staff. Students are not allowed to leave the premises or engage in unsupervised activities during breaks.
- Supervision During Breaks: MindBridge Education will ensure that students are appropriately supervised during any breaks. However, if a student violates safety rules or engages in unsupervised activities, they will face consequences, which may include suspension or expulsion from the program.

7.5 Safety of Others

- **Respecting Others' Safety**: The student agrees to behave in a manner that ensures the safety of themselves and others. This includes:
 - Avoiding any physical, verbal, or emotional conduct that could harm or threaten other students, staff, or tutors.
 - Reporting any concerns regarding safety or inappropriate behavior observed during the tutoring session to a **MindBridge Education** staff member.
- Compliance with Safety Instructions: The student agrees to comply immediately with any safety instructions given by MindBridge Education staff or tutors, especially during emergencies or when handling equipment or materials.

8. Privacy and Confidentiality

8.1 Confidentiality Requirements

Confidentiality of Personal and Academic Information:

The student (and their parent/guardian, if applicable) agrees to maintain the confidentiality of all personal, academic, and session-related information. This includes, but is not limited to, the following:

- **Student Personal Information**: Any personal details of the student, including their name, contact information, or any sensitive data shared during tutoring sessions.
- Academic Progress and Work: Any academic information such as grades, assignments, test scores, or assessments that are discussed or provided during tutoring sessions.
- Session Content: Any discussions, teaching materials, or instructional content that is shared during the tutoring sessions, including proprietary methods, resources, or strategies provided by MindBridge Education.

Prohibition on Sharing Information:

The student (or parent/guardian) agrees not to share or discuss any confidential information obtained during the tutoring sessions with any third parties, including family members (except those directly involved in the student's academic progress), classmates, or anyone outside of the program. This includes sharing any **academic materials, strategies, or notes** with others.

Social Media and Public Forums:

The student (or parent/guardian) agrees not to post, share, or discuss any **session-related content** on social media platforms, public forums, private groups, or messaging services

without explicit written consent from **MindBridge Education**. This includes photographs, videos, or any other content related to the tutoring sessions.

8.2 Data Protection

Compliance with Privacy Laws:

MindBridge Education complies with all applicable data protection and privacy laws, including the **Information Privacy Act 2009 (QLD)** and other relevant Queensland and Australian privacy regulations. The company takes reasonable measures to protect the student's personal data from unauthorized access or disclosure.

• Data Collection and Use:

The student's personal data (e.g., name, contact information, academic progress, and session attendance) will be collected, processed, and stored solely for the purpose of providing educational services. This data will not be shared with third parties unless required by law or with explicit consent from the student or parent/guardian.

Secure Storage of Data:

MindBridge Education ensures that all student data is stored securely and protected from unauthorized access. This includes both physical and electronic records of the student's academic progress, attendance, and personal details.

Access to Data:

Parents/guardians (for students under the age of 18) may request access to their child's personal and academic data held by **MindBridge Education**. Requests for data access should be submitted in writing, and **MindBridge Education** will provide the requested information in compliance with privacy laws.

Retention of Data:

MindBridge Education will retain the student's data for a reasonable period after the conclusion of the tutoring program to comply with legal and operational requirements. After the retention period, the data will be securely disposed of or anonymized.

8.3 Breach of Confidentiality

Consequences of Breach:

If the student (or parent/guardian) is found to have breached the confidentiality requirements outlined in this agreement (e.g., by sharing private academic materials, session content, or personal student data), **MindBridge Education** reserves the right to take disciplinary action, including suspension or expulsion from the program without refund.

Reporting a Breach:

If a breach of confidentiality is suspected, the student (or parent/guardian) must immediately report the issue to **MindBridge Education**. Any violation of confidentiality will be investigated, and appropriate actions will be taken in accordance with company policies.

Legal Action for Severe Breaches:

In cases of severe breaches of confidentiality, such as sharing copyrighted or proprietary materials without consent, **MindBridge Education** reserves the right to take **legal action** to protect its intellectual property and the confidentiality of the student's academic information.

9. Consequences for Misconduct

9.1 Warnings

Minor Violations:

Minor violations include, but are not limited to, **disruptive behavior**, **failure to participate actively**, **failure to follow instructions**, or **minor disrespect** towards tutors, staff, or peers.

• First Offence (Minor Violation):

The student will receive a **verbal warning** from the tutor or staff member. The violation will be documented, and the student will be reminded of the rules and

expectations outlined in this agreement. The student will be informed of the consequences of repeated violations.

Documentation:

All verbal warnings will be documented, and **MindBridge Education** reserves the right to monitor the student's progress and behavior moving forward. If the student continues to engage in minor violations, further action may be required.

9.2 Suspension or Expulsion

Repeated or Serious Violations:

If a student continues to engage in misconduct after receiving multiple warnings or if the misconduct is serious (e.g., aggressive behavior, academic dishonesty, property damage), **MindBridge Education** reserves the right to suspend or expel the student from the program.

Suspension:

- If a student is **suspended**, they will be temporarily removed from the program for a specified period, and their parent/guardian will be notified.
- The student may be required to attend a meeting with the tutor, program administrator, and parent/guardian to discuss the reason for the suspension and the student's future participation in the program.
- **Suspended students will not receive a refund** for any sessions during the suspension period.

• Expulsion:

- In the case of serious misconduct or if the student's behavior does not improve after suspension, MindBridge Education may expel the student from the program entirely.
- Expelled students will be permanently removed from the program and will not be allowed to re-enroll.
- **No refund** will be provided for any unused sessions in the event of expulsion.

• Severity of Violations:

Serious violations that may result in immediate suspension or expulsion include, but are not limited to:

- Physical violence or threats of harm.
- Theft or intentional damage to MindBridge Education property.
- Aggressive verbal behavior or intimidation towards other students, tutors, or staff.
- Cheating, plagiarism, or any form of academic dishonesty.
- Possession of prohibited items, such as weapons or illegal substances.

9.3 Financial Liability

Responsibility for Damages:

If the student is responsible for damaging or losing **MindBridge Education** property, personal belongings of other students, or any school property, the student (or their parent/guardian) agrees to cover the full **cost of repair or replacement**.

- This includes **damage to materials, equipment**, or **study tools** provided during the tutoring sessions.
- Failure to compensate for damages may result in further disciplinary action, including potential expulsion from the program.

9.4 Legal Action for Severe Violations

• Serious Violations:

In cases of extreme misconduct, such as physical assault, theft, or illegal activity (e.g., possession of weapons or illegal substances), **MindBridge Education** may involve **law enforcement** and take legal action to address the issue appropriately.

• Referral to Authorities:

If the violation involves criminal activity or poses a serious safety risk to the student, tutors,



or other participants, **MindBridge Education** reserves the right to **contact law enforcement authorities** immediately.

9.5 Right to Refuse Service

• **MindBridge Education** reserves the right to refuse service to any student who does not comply with the **terms and conditions** of this agreement, or who engages in disruptive, harmful, or illegal behavior during or outside of tutoring sessions.

• Termination of Enrollment: In cases of continuous or severe misconduct, MindBridge Education may terminate the student's enrollment in the tutoring program, and no further tutoring services will be provided. Students who are terminated will not receive any refunds for unused sessions.

10. Limitations of Liability

10.1 No Guarantee of Academic Results

- No Academic Guarantee: MindBridge Education does not guarantee any specific academic outcomes or improvements, including but not limited to:
 - Improved grades, UCAT scores, or any other examination results.
 - Successful completion of academic goals or achievements.
 - Admission to educational institutions or programs.

• Student Responsibility for Outcomes:

The student (and parent/guardian) acknowledges that academic success is influenced by many factors, including:

- **Prior academic performance** and foundational knowledge.
- The student's effort, commitment, and engagement in the program.
- **External factors** beyond the control of **MindBridge Education**, such as school teaching quality, exam conditions, or personal circumstances.

No Liability for Academic Failure:

MindBridge Education is not liable for any **academic failure**, lack of improvement, or failure to achieve academic goals, regardless of the tutoring services provided.

10.2 Injuries or Accidents

Personal Injury:

MindBridge Education is not responsible for any **injuries** or accidents that occur before, during, or after tutoring sessions, except in cases of **gross negligence** or **intentional misconduct** on the part of **MindBridge Education** or its staff.

Health Conditions:

The student and their parent/guardian are responsible for disclosing any pre-existing medical conditions (e.g., allergies, asthma, or other health concerns) to **MindBridge Education** before the start of the tutoring program. Failure to disclose relevant health information may result in **reduced liability** for **MindBridge Education** in the case of medical emergencies.

Liability for Accidents:

MindBridge Education is not responsible for any accidents that occur outside of the tutoring sessions or during any unsupervised periods. The parent/guardian is responsible for ensuring that the student is **safe during non-session hours** (e.g., while arriving, departing, or during breaks).

10.3 Personal Property

Property Loss or Damage:

MindBridge Education is not responsible for any **loss**, **theft**, or **damage** to personal property (including personal electronics, books, or other belongings) brought to tutoring sessions.

• **MindBridge Education** is not liable for **damaged or lost personal items**, including any personal technology or valuable items that may be brought to tutoring sessions.

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Students are advised to leave unnecessary or valuable items at home, as
MindBridge Education will not replace or reimburse personal property.

Student Responsibility for Belongings:

The student (and parent/guardian) agrees that they are solely responsible for their personal belongings. **MindBridge Education** will not be held liable for any items that are misplaced, lost, or stolen during tutoring sessions.

10.4 Limitations on Liability for Program Services

Program Limitations:

MindBridge Education provides tutoring services in good faith and strives to offer highquality educational support. However, **MindBridge Education** makes no representations or warranties regarding:

- The effectiveness or quality of tutoring services.
- The **improvement** in academic performance as a result of tutoring.
- The **availability** or **quality** of resources provided during the tutoring sessions.

No Liability for Results:

MindBridge Education is **not liable for the student's failure** to achieve academic success, whether in **exams**, **assignments**, or **school performance**, due to factors outside the control of **MindBridge Education**, such as the student's effort, prior knowledge, or external circumstances.

10.5 Indemnification

Indemnification Clause:

The student (and their parent/guardian) agrees to **indemnify and hold harmless MindBridge Education**, its staff, tutors, and affiliates from any claims, losses, damages, liabilities, costs, or expenses (including legal fees) arising from the student's participation in the tutoring program, including but not limited to:

- **Personal injury** caused by the student's actions or behaviors during the tutoring sessions.
- Property damage caused by the student's actions.
- **Claims related to academic performance** or dissatisfaction with the tutoring services.
- Legal Defense:

In the event that a claim arises due to the student's actions or any situation covered by this indemnification clause, the student (or their parent/guardian) agrees to defend **MindBridge Education** against any claims and reimburse the company for any legal costs incurred in defending the claim.

10.6 Right to Modify the Agreement

Right to Change Terms:

MindBridge Education reserves the right to modify, amend, or update the terms of this agreement at any time. Modifications may be made to ensure compliance with **applicable laws**, improve the quality of the services, or for any other reasons deemed necessary by the company.

Notification of Changes:

If the terms of the agreement are amended, **MindBridge Education** will notify the student (or parent/guardian) of the changes via **email** or through other communication channels. The student's continued participation in the program after such updates constitutes acceptance of the new terms.

11. Amendments to Terms and Conditions

11.1 Right to Modify Terms

 Modification of Agreement: MindBridge Education reserves the right to modify, amend, or update any part of this Student Code of Conduct and Terms and Conditions at any time, without prior notice, in order to:

- Ensure compliance with **current laws** and **regulations** (including changes in education or consumer protection laws).
- Improve the quality of services and the tutoring experience.
- Adapt to changes in operational procedures or business practices.

No Obligation to Notify:

While **MindBridge Education** may notify students (or their parent/guardian) of significant changes to this agreement, **MindBridge Education** is not obligated to provide prior notice of every change. **MindBridge Education** will not be held liable for failure to notify or any delays in notifying students regarding modifications.

11.2 Notification of Changes

Method of Notification:

When **MindBridge Education** updates or modifies the terms of this agreement, it will provide written notice to students (or their parent/guardian) through one or more of the following methods:

- **Email**: Sent to the email address provided at the time of enrollment.
- **Official Website**: Posting the updated terms on the official **MindBridge Education** website or any online platform where the agreement was initially accepted.
- **Printed Materials**: In rare cases, printed materials may be provided during tutoring sessions if significant updates to the agreement occur.

Responsibility to Review Changes:

It is the responsibility of the student (or their parent/guardian) to regularly review the terms and conditions of this agreement. **MindBridge Education** encourages all students to review the updated terms as provided, either via email or the website.

Acceptance of Changes:

The student (or parent/guardian) acknowledges and agrees that continued participation in the **MindBridge Education tutoring program** after the changes have been posted or communicated constitutes **acceptance of the updated terms**. If the student or parent/guardian does not agree to the modified terms, they must immediately cease participation in the program.

11.3 Binding Effect of Amendments

Automatic Application:

All amendments to this agreement will automatically apply to the student's participation in the tutoring program, and will be binding upon the student (or their parent/guardian) once they are notified of the changes, whether they have read or reviewed them.

Continued Enrollment:

The student's continued enrollment in the tutoring program, and any participation in tutoring sessions after the changes have been made, constitutes the student's acceptance of the modified terms. If the student or parent/guardian disagrees with the new terms, they are required to **discontinue participation** in the program and will not receive a refund for unused sessions.

11.4 Invalid or Unenforceable Terms

• Severability:

If any provision of this agreement is found to be invalid, unenforceable, or in conflict with applicable law, that provision will be removed, and the remaining provisions will continue in full force and effect.

Modification of Invalid Terms:

MindBridge Education may, at its discretion, modify any part of the agreement that is found to be unenforceable in order to comply with applicable law, and the modified provision will be legally binding upon the student (or their parent/guardian).



12.1 Acknowledgment of Terms and Conditions

Understanding of Agreement:

By enrolling in the **MindBridge Education tutoring program** and submitting payment, the parent/guardian acknowledges that they have read, understood, and agree to all terms and conditions outlined in this **Student Code of Conduct** and **Terms and Conditions**.

Binding Agreement:

The parent/guardian agrees that by proceeding with the enrollment, this agreement constitutes a **legally binding contract** between **MindBridge Education** and the student (or the student's parent/guardian, if applicable), governing the student's participation in the tutoring program.

No Coercion:

The parent/guardian affirms that they have entered into this agreement voluntarily, without any form of coercion or undue influence, and that they fully understand the expectations and responsibilities placed upon them and the student.

12.2 Parent/Guardian Responsibility

Oversight of Student Participation:

The parent/guardian acknowledges their responsibility to oversee the student's participation in the tutoring program, including ensuring that the student adheres to the **attendance**, **participation**, and **behavior** expectations outlined in this agreement. This includes supporting the student in maintaining a positive and respectful attitude and ensuring that they follow all instructions provided by tutors and staff.

Communication with MindBridge Education:

The parent/guardian agrees to maintain open communication with **MindBridge Education** regarding the student's progress, attendance, and any concerns that may arise. They understand that they may be contacted by **MindBridge Education** regarding their child's performance, behavior, or any issues related to their participation in the program.

Financial Responsibility:

The parent/guardian agrees to be **financially responsible** for the tuition fees and any additional costs associated with the tutoring program, including costs for any damage to **MindBridge Education** property, and acknowledges that all payments are final and non-refundable, except as otherwise stated in the agreement.

Legal Responsibility:

The parent/guardian acknowledges that they are legally responsible for ensuring that the student adheres to the terms and conditions of the agreement, and will be held financially liable for any damages caused by the student during their participation in the program.

12.3 Acknowledgment of Liability Limitations

Acknowledgment of Liability Limitations:

The parent/guardian agrees and acknowledges that **MindBridge Education** is **not liable** for academic performance, personal injury, or the loss/damage of personal property during the tutoring sessions, except in cases of gross negligence or intentional misconduct by **MindBridge Education** or its staff.

Indemnification:

The parent/guardian agrees to **indemnify and hold harmless MindBridge Education**, its tutors, staff, and affiliates, from any claims, losses, or damages resulting from the student's actions or participation in the tutoring program, including those arising from personal injury, academic performance, or property damage.

12.4 Consent for Participation

Consent for Tutoring Program Participation:

The parent/guardian gives consent for the student to participate in the **MindBridge Education tutoring program** under the terms outlined in this agreement. They acknowledge that the student's participation is voluntary and based on the student's commitment to follow the rules and expectations of the program.

Medical Consent:

In the case of an emergency involving the student during tutoring sessions, the parent/guardian authorizes **MindBridge Education** staff to seek medical attention for the student if necessary. The parent/guardian agrees to provide emergency contact details and medical information to ensure appropriate action can be taken if needed.

13. General Provisions

13.1 Governing Law

Applicable Law:

This agreement shall be governed by and construed in accordance with the laws of the **State of Queensland, Australia**, without regard to its conflict of law principles. The student (or parent/guardian) agrees that any disputes related to this agreement shall be resolved in the courts of Queensland.

Jurisdiction:

By agreeing to these terms, the student (or parent/guardian) consents to the **exclusive jurisdiction** of the courts in Queensland for any legal matters arising from or relating to the tutoring program.

13.2 Dispute Resolution

Informal Resolution:

In the event of any dispute, controversy, or claim arising from this agreement, the parties agree to first attempt to resolve the issue informally. The student (or parent/guardian) and **MindBridge Education** will work together in good faith to resolve the matter through discussion and negotiation.

Mediation:

If the dispute cannot be resolved informally, both parties agree to attempt **mediation** with a neutral third-party mediator before pursuing any legal action. The mediation process will take place in Queensland, and any costs associated with mediation will be shared equally between the parties.

• Arbitration:

If the dispute remains unresolved after mediation, the parties agree to submit the dispute to **binding arbitration** under the rules of the **Australian Centre for International Commercial Arbitration (ACICA)**. The decision of the arbitrator will be final and enforceable in a court of law. Arbitration will be conducted in Queensland.

No Class Actions:

Any dispute or claim arising out of or relating to this agreement must be brought on an individual basis, and the student (or parent/guardian) agrees not to participate in any class action, representative action, or consolidated claim.

13.3 Entire Agreement

Complete Understanding:

This agreement, including all documents referenced herein, represents the **entire understanding** between **MindBridge Education** and the student (or parent/guardian) regarding the tutoring program and supersedes any prior discussions, agreements, or representations, whether written or oral.

No Additional Agreements:

No other statements, promises, or agreements, whether made by the tutors, staff, or any other individuals, shall alter or modify this agreement unless explicitly stated in writing and signed by an authorized representative of **MindBridge Education**.

13.4 Severability

Severability of Provisions:

If any provision of this agreement is found to be invalid, unenforceable, or contrary to law,

such provision will be modified to the extent necessary to make it enforceable while maintaining the original intent. The remaining provisions of the agreement will remain in full force and effect.

13.5 Force Majeure

Non-Performance Due to Force Majeure:

MindBridge Education will not be held liable for any failure or delay in performance of its obligations under this agreement due to events beyond its reasonable control, including but not limited to:

- Natural disasters (earthquakes, floods, fires).
- Government actions or changes in law.
- Strikes, labor disputes, or other unforeseen work stoppages.
- Health emergencies (e.g., pandemics).

Notification of Force Majeure:

In the event of a force majeure event, **MindBridge Education** will notify the student (or parent/guardian) as soon as possible and will take reasonable steps to mitigate any disruptions to the tutoring program.

13.6 Assignment

No Transfer of Rights or Obligations:

The student (or parent/guardian) may not assign, transfer, or subcontract their rights or obligations under this agreement to any third party without the prior written consent of **MindBridge Education**.

MindBridge Education's Right to Transfer:

MindBridge Education reserves the right to assign or transfer its rights and obligations under this agreement to any affiliate or third party without the student's consent, provided that the student's rights under this agreement are not adversely affected.

13.7 Headings and Interpretation

Headings for Convenience:

The headings and titles of sections in this agreement are for convenience only and will not affect the interpretation or application of the terms and conditions.

Interpretation:

The use of singular or plural terms, and references to gender (e.g., he, she, or they), in this agreement shall be interpreted as appropriate to the context. References to "student" shall include both minors and adults enrolled in the program.

14. Final Agreement and Acceptance

14.1 Acknowledgment of Full Understanding

Complete Understanding of Terms:

By enrolling in the **MindBridge Education tutoring program** and submitting payment, the student (or parent/guardian) acknowledges that they have **fully read**, **understood**, **and agreed to** all the terms, conditions, and policies outlined in this agreement. This includes:

- Student Code of Conduct
- Attendance and Participation Policies
- Behavioral Expectations
- Academic Integrity
- Liability Limitations
- Medical Consent and Emergency Procedures
- Financial Obligations
- No Questions or Concerns:

The parent/guardian confirms that they have had the opportunity to ask any questions regarding the terms of this agreement and have received clear answers to their satisfaction. If any questions remain, they have been addressed before proceeding with enrollment.

14.2 Binding Legal Agreement



Legally Binding:

This agreement, once accepted, is a **legally binding contract** between **MindBridge Education** and the student (or their parent/guardian). By submitting the payment and completing the enrollment process, the parent/guardian acknowledges that the student's participation is subject to all the rules, terms, and conditions outlined in this agreement.

• Consent to Participate: The parent/guardian grants full consent for the student to participate in the MindBridge Education tutoring program and agrees to uphold the obligations set forth in this agreement.

14.3 No Further Modifications

Final Terms:

The parent/guardian acknowledges that these terms represent the final and complete understanding of the agreement between the student (or parent/guardian) and **MindBridge Education**. No changes, alterations, or modifications will be made to these terms unless agreed upon in writing by both parties.

Non-Transferability:

This agreement is personal to the student (and their parent/guardian) and may not be transferred or assigned to any other person or entity without the prior written consent of **MindBridge Education**.

14.4 Agreement Acceptance

Electronic Acceptance:

By submitting payment and completing the enrollment process online, the parent/guardian (or student, if applicable) accepts all terms and conditions of this agreement electronically. The electronic submission shall have the same legal effect as a signed document.

Confirmation of Acceptance:

The parent/guardian confirms that they have read and understood the terms of this agreement, and by proceeding with payment, they agree to be legally bound by these terms.

15. Acknowledgment

By proceeding with the payment and enrolling in the **MindBridge Education tutoring program**, the student (or their parent/guardian, if applicable) acknowledges the following:

• Reading and Understanding:

The student (or their parent/guardian) confirms that they have **fully read**, **understood**, and **agreed to** all the terms, conditions, and policies outlined in this agreement, including, but not limited to:

- **Student Code of Conduct**: Expectations for behavior, participation, and academic integrity.
- **Attendance and Participation Policies**: The requirements for attendance, punctuality, and participation in tutoring sessions.
- **Behavioral Expectations**: The rules regarding respectful conduct towards tutors, peers, and staff.
- **Academic Integrity**: Guidelines on honesty and fairness in academic work, including prohibitions on cheating, plagiarism, and dishonesty.
- Liability Limitations: A clear understanding that MindBridge Education is not responsible for academic results, personal injury, or loss of property, except in cases of gross negligence.
- **Medical Consent**: Consent for emergency medical care if necessary, and the responsibility to disclose any relevant medical conditions.

Opportunity to Ask Questions:

The student (or their parent/guardian) has been given the opportunity to ask questions

about any terms of this agreement. Any concerns regarding the program, its policies, or the terms have been addressed before proceeding with payment.

- Financial Responsibilities: The parent/guardian acknowledges their responsibility for any financial obligations associated with the student's enrollment in the MindBridge Education tutoring program, including tuition fees and any costs for damage caused by the student during their participation.
- Acceptance of Program Conditions:

By proceeding with the payment, the student (or their parent/guardian) affirms that they agree to the terms set forth in this agreement and are committed to upholding the rules and policies established by **MindBridge Education**.

 Understanding of Program Scope and Limitations: The student (or parent/guardian) acknowledges that participation in the tutoring program is voluntary and that the student's involvement is subject to the conditions of this agreement. MindBridge Education has provided clear information on the scope of the program and any limitations related to academic results, personal property, and the company's liability.