



Terms of Service

1. About

1.1 **CoachU Australia** is an online platform that connects Students with other Users who provide Tutoring Services through the CoachU Platform.

1.2 **Acknowledgment:** By using the CoachU Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

1.3 **Definitions:** All defined terms in this User Agreement have the meaning given to them in Appendix A.

2. User Obligations

2.1 **Registration:** Users must create an account to access the platform's services. Users agree to provide accurate and complete information during the registration process and keep all personal information up-to-date.

(a) Users must be at least 18 years of age to become a User. If under 18, a parent or guardian must conduct activities on your behalf. CoachU assumes users are either over 18 or have a parent/guardian accessing the platform on their behalf.

2.2 **Account Security:** Users are responsible for maintaining the confidentiality of their account information and all activities under their account.

(a) Users are responsible for all content they upload, post, or make available on the platform. CoachU reserves the right to remove any content that violates these Terms of Service.

2.3 **Appropriate Use:** Users agree to use the platform according to all applicable laws and not engage in harmful, illegal, or rights-violating conduct.

(a) Users agree not to make any comment or engage in any conduct that may bring CoachU into disrepute.

(b) Users agree not to bully, harass, or act threateningly or violently against any of our directors, employees, other contractors, or clients.

2.4 **Confidentiality:**

(a) All confidential information provided by CoachU, including proprietary information, student records, and personal information, must be kept confidential and not disclosed to any third party unless required by law or with prior written approval from CoachU.

(b) You acknowledge that damages may be inadequate to protect CoachU's interests if you breach this clause and that CoachU is entitled to seek and obtain injunctive relief or any other remedy in court against you for such a breach.

3. Student Obligations

3.1 Logging Lessons, Bypassing, and Solicitation:

(a) All Tutoring Services provided by a Tutor to a Student must be scheduled and paid for through the CoachU Platform.

(b) Users acknowledge that tutors are in a contractual arrangement with CoachU, and you agree not to procure, solicit, approach, or induce a Tutor to provide services outside the CoachU Platform, nor use the platform to solicit a Tutor for competitive services.

4. Tutor Obligations

4.1 Quality of Service:

(a) Tutors agree to provide high-quality educational services in line with CoachU's standards and guidelines.

(b) Tutors agree to ensure that any shared content is accurate, correct, and up-to-date.

(c) Tutors agree to review CoachU's onboarding session before providing services to students on the platform.

4.2 Logging Lessons, Bypassing, and Solicitation:

(a) Tutors must not procure, solicit, approach, or induce users to make or receive payments outside of the CoachU Platform.

(b) If CoachU determines a breach of this obligation, it may cancel or suspend your account and seek injunctive relief or other remedies.

(c) Tutors must not engage with clients outside the CoachU platform for academic services while these Terms are in effect and for 12 months after termination.

(d) Bypassing CoachU and soliciting users outside the platform will cause harm to CoachU. Tutors found in breach will pay \$2000 per student as liquidated damages.

4.3 Compliance: Tutors must comply with all applicable laws and regulations, including providing a valid Working With Children Check.

4.4 Insurance: Tutors are recommended to obtain and maintain public liability and professional indemnity insurance.

5. CoachU Obligations

5.1 Support: Provide necessary resources, training, and support to help tutors deliver high-quality services.

5.2 Scheduling: Assist in scheduling lessons and managing appointments through the online platform.

5.3 Marketing: Handle marketing and Student recruitment.

5.4 Matching: Pair students with tutors to provide educational services

5.4 Billing: Collect lesson fees from clients and pay tutors as per agreed terms.

6. Payment Terms

6.1 Lesson Fees: Payment for tutoring sessions is charged at an hourly rate, as listed on the CoachU Australia website: <https://coachuaustralia.com.au/tutoring-services>.

6.2 Commission: CoachU will retain a Commission Fee from each lesson payment, as agreed with the Tutor via contractual arrangement. For the avoidance of doubt, Tutor Funds comprise the Lesson Price less the Commission Fee.

6.3 Payment Processing: Payments will be processed through secure third-party payment processors. Users agree to provide accurate payment information and authorize CoachU to deduct fees as specified. The User acknowledges and agrees that

(a) CoachU will invoice the User after every session by email. Invoices may also be accessed via our Teachworks Portal.

(b) Users can select to either set up a Direct Debit or choose to pay each invoice individually.

(c) Payment must be made within 24 hours after the invoice is issued

(d) If a Direct Debit has been set-up, payment will be automatically deducted within 24 hours unless payment has already been made.

(e) In order to set up direct debit, we ask Users to provide a mandate through Stripe.

(f) With regard to payment, please note the following:

- Users are guaranteed a refund if (in the highly unlikely event) a payment is erroneously taken
- CoachU is a cashless platform and accordingly, cash, direct transfer or payment through any other kind is not accepted by CoachU

(g) If a User's payment method is determined to be expired, invalid or otherwise not able to be charged, CoachU may restrict a User's account (including suspending any future lessons) until all fees have been paid.

6.4 Payment Processing fee: A payment processing fee will be charged in addition to the Lesson Fee. This fee covers the costs associated with processing payments through our payment provider, Stripe.

7. Payment Facility

7.1 To ensure tutors are paid for their lessons and for the security of all Users, CoachU uses a third party Payment Provider to charge Users via their preferred payment method.

Relevant terms at [Stripe](#) are incorporated into these Terms and Conditions.

7.2 If CoachU changes its Payment Provider you may be asked to agree to any further additional terms with those providers. If you do not agree to them, you will be given alternative means of payment.

8. Cancellation Policy and Refunds

8.1 Cancellation by Student: Students may cancel an arranged lesson up to 24 hours before the scheduled time without penalty. Cancellations made within 24 hours of the lesson may be subject to a cancellation fee, as determined by CoachU's Cancellation Policy (Appendix B).

8.2 Cancellation by Tutor: Tutors may cancel a lesson up to 24 hours before the scheduled time. Students may receive a refund or reschedule at no additional cost if a Tutor cancels within 24 hours.

8.3 Refunds: Refunds for lessons are subject to the cancellation policies outlined above. All

refund requests must be submitted through the CoachU Platform and will be processed within 7-10 business days

9. First Session Satisfaction Guarantee Policy

9.1 CoachU is committed to providing the highest quality Tutoring Services. To ensure our clients have a fulfilling experience, we offer a Satisfaction Guarantee for the first session with a new Tutor. In the event a Student is not satisfied with the first session, this policy outlines the conditions under which a refund can be claimed.

9.2 To qualify for the Satisfaction Guarantee, Users must notify CoachU of their dissatisfaction within the window between the end of the first session and before the commencement of a second session, if scheduled. Users must communicate this via email to admin@coachuaustralia.com.au

9.3 Client feedback is crucial in our ability to improve our services. To claim the Satisfaction Guarantee, we request Users to complete a brief feedback form detailing their experience and areas of dissatisfaction. This step is mandatory to process the refund, as it helps us better understand the issue and prevent similar situations in the future.

9.4. As a part of the Satisfaction Guarantee, dissatisfied clients are required to try a session with a second Tutor from CoachU. Our Operations Manager will assist in the selection of another Tutor who aligns better with the Student's needs and requirements.

9.5. Regarding payment terms, Users should be aware of the invoicing process. CoachU requests payment within 24 hours after a session has been completed. If clients notify us of their dissatisfaction within this 24 hour period, we will adjust the invoice to reflect a \$0 price.

(a) However, if Users notify us after the invoice has been processed, a refund must be processed through our payment provider, Stripe. Please note that the timeframe for

processing refunds may vary based on Stripe's policies, but we will initiate the refund process as soon as we receive notification of dissatisfaction.

9.6. CoachU always aims to align students with the appropriate Tutor for their needs. The Satisfaction Guarantee refund, however, is limited to one student-tutor match per student. If the second tutor does not meet the client's standards, we commit to continuing the search for replacements until a suitable match is found. Please note that these additional sessions are not subject to a refund under this policy.

(a) For clarity, the Satisfaction Guarantee is applicable each time a Student engages with a new Tutor for a new service. This means that if a student has previously utilised our Satisfaction Guarantee for a service (e.g., Maths Tutoring), they are still eligible for the Satisfaction Guarantee if they begin a new service with a different Tutor (e.g., English Tutoring). The Satisfaction Guarantee policy is in effect separately for each individual service provided by CoachU.

9.7. This policy is intended to address the concerns of first-time sessions with a new Tutor. It does not cover any subsequent sessions.

10. Intellectual Property

CoachU does not grant Users any right to any Intellectual Property belonging to CoachU.

11. Privacy

11.1 Collection and Use: Personal information is collected and used per CoachU's Privacy Policy. A current version of CoachU's Privacy Policy can be accessed on CoachU's website and is incorporated into this User Agreement by reference.

11.2 Restrictions: Users will not use any contact information of another user for any purpose other than fulfilling, organizing, receiving, or providing Tutoring Services.

12. Termination

12.1 CoachU reserves the right to terminate or suspend access to the CoachU Platform for any user who violates these Terms of Service.

12.2 Users may cancel a request for Tutoring Services at any time, in which case Users may be charged a cancellation fee in accordance with CoachU's Cancellation Policy (Appendix B).

13. Disclaimer of Warranties and Limitation of Liability

13.1 CoachU does not guarantee uninterrupted, timely, secure, or error-free service.

13.2 No warranty for the accuracy or reliability of service results.

13.3 . The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

13.4 To the maximum extent permitted by law, CoachU, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from (i) your use of or inability to use the CoachU Platform; (ii) any conduct or content of any third party on the CoachU Platform; (iii) any unauthorized access, use, or alteration of your transmissions or content.

14. Changes to Terms of Service

14.1 Any new features which are added to the current CoachU Platform shall also be subject to the Terms of Service.

14.2 CoachU reserves the right to update, change, or replace any part of these Terms of Service by posting updates on our website. Users can review the most current version of the Terms of Service at any time on this page.

14.3 It is the User's responsibility to check this page periodically for changes. A User's continued use of or access to the Platform following the posting of any changes constitutes acceptance of those changes.

15. General

15.1 **Governing Law:** These Terms of Service are governed by the laws of Victoria, Australia.

Appendix A – Defined Terms and Interpretation

1. Definitions:

- **CoachU Platform:** The CoachU website and related services.
- **Student:** A user who receives tutoring services.
- **Tutor:** An independent contractor providing Tutoring Services.
- **User:** Any individual using the CoachU Platform, including students, parents, and tutors.
- **Tutoring Services:** Educational services provided through the platform.
- **Lesson Fee:** The agreed hourly (or pro-rata per hour) price for Tutoring Services provided by a Tutor and paid or payable to CoachU by a User.
- **Commission Fee:** Fee retained by CoachU
- **Payment Processing Fee:** Any transaction fees charged by the Payment Provider when a Student is charged the Lesson Fee.
- **Tutor Funds:** The Lesson Fee less the Commission Fee.
- **CoachU:** CoachU Australia Pty Ltd ACN 676 363 465.
- **User Agreement:** This Terms of Service document
- **Payment Provider:** An entity appointed by CoachU that manages and accepts payments from and payments to Users.
- **Intellectual Property:** Any intellectual property rights, including the following rights:
 - (a) patents, copyright, rights in circuit layouts, designs, trade and service marks (including goodwill in those marks), domain name and trade names and any right to have confidential information kept confidential;
 - (b) any application or right to apply for registration of the rights referred to in paragraph (a); and

(c) all rights or forms of protection of a similar nature or having equivalent or similar effects of any of the rights in paragraphs (a) or (b), which may subsist anywhere in the world (including Australia), whether or not such rights are capable of registration.

Appendix B – Cancellation Policy

1. **Final Arrangement:** Once a lesson has been arranged, CoachU considers this arrangement to be final, subject to this Cancellation Policy. That is, the User agrees to pay for the arranged lesson unless specified otherwise in this document.
2. **Definition of an 'arranged lesson':**

(a) An arranged lesson is one which the Student and Tutor have agreed to hold at a particular time. The agreement can be verbal or written. A lesson will be considered to have been arranged even if the Tutor or Student knew or ought to have known at the time of arrangement that the lesson would have to be cancelled. If an agreement is reached to continue holding lessons regularly for a period of time, it will be considered that lessons have been arranged, even if specific times and places have not been agreed.
2. **Student Cancellations:** A Student may cancel a Scheduled Lesson at no charge, provided they notify their Tutor at least 24 hours before the scheduled lesson (the Tutor must then cancel the Scheduled Lesson in the calendar on the CoachU Platform).
3. **Tutor Cancellations:** A Tutor may cancel a Scheduled Lesson with at least 24 hours notice by clicking 'Cancel Lesson' on the relevant lesson on the CoachU Platform and ensuring to reschedule the lesson at a mutually convenient time with the Student. For the avoidance of doubt, a Student cannot be charged for a lesson where the cancellation of a Scheduled Lesson is attributable to the Tutor (i.e. the Tutor failed to appear or was more than 10 minutes late to a lesson).
4. **Cancellation Fees:** Cancellations made within 24 hours of the scheduled lesson time, will be subject to a cancellation fee equivalent to 50% of the Lesson Fee.

5. **Waiver of Fees:** CoachU understands that in certain situations cancellation may be unforeseeable and unavoidable, such as, a new-onset illness or a sudden emergency. In this situation, we ask that Students contact their Tutor directly as soon as possible. Whilst the CoachU still retains the right to charge for the lesson, in most cases Tutors will be happy to reschedule the lesson for another time that week.
- (a) Please also do not contact CoachU management to cancel/reschedule a session with less than 24 hours notice, as they may be unable to pass the message along to the Tutor in time. Notice must be provided directly to the Tutor.
6. **Repeated Cancellations:** After two no-shows or last-minute cancellations less than 24 hours before the arranged lesson time, the Tutor may choose not to tutor the Student any longer. This decision may be made at the Tutor's discretion, or at CoachU's discretion acting as the agent of the Tutor.

For any questions or concerns regarding these Terms of Service, please contact us at admin@coachuastralia.com.au

This policy is effective as of 15 July 2024.