

Our Terms and Conditions

By purchasing services from My Academy Pty Ltd (My Academy Educational Services) or using this website the purchaser ("The Customer"), agrees to the following terms and conditions of sale.

The provisions of the Fair-Trading Act 2010 (WA), these terms will be read subject to the application of those Acts, and in the case of any conflict, the provisions of that Act will apply.

My Academy Pty Ltd (My Academy Educational Services) shall not be liable to the Customer for any incidental, indirect, special or consequential damages arising out of or in connection with the purchase or our services.

Website Access: My Academy Pty Ltd (My Academy Educational Services) hereby grants you permission to access and view the content appearing on this site, for personal, non-commercial use only. You agree not to use any device, method or software to interfere with the proper functioning of our website.

Without the expressed written permission of My Academy Pty Ltd (My Academy Educational Services), you may not use any device, method or software including, but not limited to: spiders, robots, avatars, agents, data mining, gathering or extraction tools and attempts to probe, scan or test or breach security and authentication measures. The contents of the website are the copyright of My Academy Pty Ltd (My Academy Educational Services) and no part of the website may be distributed or copied for any commercial purpose or to any non-commercial third parties. You may not use any part of it in any work of any form. No part of this website may be published, copied, transmitted or stored.

Copyright & Trademarks: You agree that the content you access and view and the software used to create it, remains the property of My Academy Pty Ltd (My Academy Educational Services) as defined by Australian and International Intellectual Property Laws, including but not limited to Copyright and Trademark laws. You agree not to modify or alter the content in any way, or make it available to any third parties including distribution for non-commercial use.

Communications: By creating an online or in person transaction with My Academy Pty Ltd (My Academy Educational Services) you consent to receiving electronic communications from My Academy Pty Ltd (My Academy Educational Services). These communications will include: account status updates, order status updates, promotional and marketing materials, and other information relating to the service. You may choose at anytime to not receive these communications. Your personal details will not be made available to any third party.

For more information please see our Privacy Policy.

Notice of Copyright Infringement: My Academy Pty Ltd (My Academy Educational Services) respects the copyrights of others. If you feel that data is used by My Academy Pty Ltd (My Academy Educational Services) services in a manner that your copyright has been infringed upon, as pursuant to Part 2 of the Copyright Act 1994, please write to us at: PO Box 1092, Claremont, WA 6910 and include the following details:

- Identification of the copyrighted work that has allegedly been infringed upon and that you wish to have removed. Please include a web address (URL).
- A statement that the complaining party believes what constitutes infringement under the Copyright Act 1994 has occurred.
- A statement that you are the copyright holder or authorised to act on their behalf.

- Contact details including an email address where the complaining party may be contacted.

Liability: While reasonable care has been taken to ensure the facts stated on the website are accurate and the opinions given are fair and reasonable, neither My Academy Pty Ltd (My Academy Educational Services) nor any of our employees, to the fullest extent permitted by law, will be responsible for errors or misstatements or be liable whether in contract, tort (including negligence) or otherwise for any loss or damage caused.

Service Information: While most services displayed on the website are available at My Academy Pty Ltd (My Academy Educational Services), they may have sold out. All information given on the website is for your guidance but does not afford a guarantee of use.

Privacy Policy: My Academy Pty Ltd (My Academy Educational Services) is dedicated to keeping your details private. Any information we collect in relation to you is kept strictly secured. We do not pass on, sell or swap any of your personal details with anyone. We use this information to identify your orders, provide you with our monthly newsletter and to personalise your service experience with us.

Payment Policy:

Ongoing Termly Tuition payment is scheduled one of the following options:

- 1) Term paid in full before the first session.
- 2) Weekly Direct Debit for the duration of the term.

Workshop Payment:

All workshops must be booked and paid for through the My Academy Pty Ltd (My Academy Educational Services) website.

To make a workshop booking in person or over the phone, full payment must be received before the booking will be confirmed. No place is guaranteed before payment. My Academy Pty Ltd (My Academy Educational Services) accepts no liability should a service have sold out after an enquiry but before payment is made.

GST: All prices are Australian GST inclusive unless otherwise stated.

Cancelling Orders: My Academy Pty Ltd (My Academy Educational Services) reserves the right to cancel orders that we believe to be fraudulent, or constitute a mis-use or where a promotional or marketing activity error has occurred including but not limited to errors relating to pricing.

Cancellations:

All cancellations must be made in writing:

Ongoing Termly Tuition Cancellations:

- i. For any cancellations due to sickness 24 hours' notice must be given in writing, make-up times will be offered and this session can also be made up during the school holidays, any late cancellations will be charged.
- ii. If a 1 on 1 session needs to be moved as a one off, 3 possible alternative time slots will be given. If none of these are chosen, then that weeks' session will be charged as if missed.
- iii. If camps or holidays interfere with a tutoring session, then admin must be informed at the start of term to avoid being charged for that week.

iv. If finishing the term early for any reason, then admin must be informed at the start of term to avoid being charged for the final weeks of tutoring.

Workshop Cancellations:

If the purchaser requires to cancel a workshop, they will not automatically be issued a refund. My Academy Pty Ltd (My Academy Educational Services) will endeavour to re-sell the place on the workshop, if this can be done a refund will be issued. If My Academy Pty Ltd (My Academy Educational Services) is not able to fill that space in the workshop the purchaser will not be issued a refund.

Refunds:

Our aim is to delight you with our services.

If you would like to request a refund, credit or replacement because:

- 1) The service purchased was not provided
- 2) You are no longer able to commit to the allocated time.

We will assess your claim for a refund, credit or replacement.

You are not entitled to a refund if you:

- Simply change your mind or no longer want the service.
- Realise you cannot afford the service.
- Found the same item at a cheaper price elsewhere.
- Selected the wrong item.

UNUSED SERVICES:

Where the purchaser chooses to cut short their tuition a refund is not available for any unused portion of the booking.

We will refund using your original payment method where appropriate and we reserve the right to replace or refund the sale at our discretion. Refunds or replacements will be fully processed within 7 days upon the agreed action.

Terms: We will supply services to you on these Terms only (as we may need to amend them occasionally). The only circumstance where any variation to these Terms will apply is where we have expressly agreed in writing to that variation. If there is any conflict with other terms of trade, these Terms will take priority over any other terms of trade.

Changes to Terms and Conditions: We reserve the right to change these Terms at any time by notifying users of the existence of revised terms and conditions through the website. By continuing to access the website and in person services, you agree to be bound by the amended terms and conditions.