

M-GROUP ENGLISH

TERMS & CONDITIONS

Last updated: September 2026

Welcome to M-Group English.

These Terms & Conditions are designed to keep our tutoring arrangements clear, fair and straightforward for students, families and educators.

Tutoring and educational services offered under the M-Group English name are provided by **Mariam Oganessian, a sole trader based in New South Wales, Australia** (“M-Group”, “we”, “us” or “our”).

By booking or purchasing tutoring or educational services through M-Group, the client agrees to these Terms & Conditions. Where a student is under 18 years of age, the parent or legal guardian arranging the service agrees to these Terms in connection with the student's tutoring and is responsible for the applicable booking and payment arrangements.

These Terms should be read together with our Privacy Policy.

1. OUR SERVICES

M-Group provides personalised tutoring and educational support, which may include Primary and Secondary tutoring, HSC and NAPLAN preparation, IELTS and PTE preparation, English language learning and other academic support offered from time to time.

Services are primarily delivered online. Face-to-face tutoring may also be available by prior arrangement in selected locations.

Tutoring may be provided by Mariam Oganessian or by another educator engaged to provide services through M-Group.

Students may be matched with an educator having regard to their subject, year level, learning needs, goals, availability and suitability.

While we aim to provide consistency, the ongoing availability of a particular educator, lesson day or lesson time cannot be guaranteed. Where circumstances change, reasonable efforts will be made to offer a suitable alternative.

2. BOOKINGS

All lessons are subject to availability.

A lesson, recurring lesson time or other tutoring arrangement is not confirmed until M-Group has accepted the booking and the required advance payment has been received.

Regular bookings do not create an indefinite entitlement to a particular educator, day or time.

Clients are responsible for ensuring that contact details, booking information and relevant student information provided to M-Group are accurate and current.

3. FEES AND PAYMENT

All tutoring services are paid in advance.

The applicable fee will be communicated to the client before the relevant tutoring arrangement commences.

Depending on the arrangement, payment may be requested per lesson, weekly, fortnightly, monthly, as a prepaid package, or according to another payment schedule communicated to the client.

Regardless of the billing frequency, payment must be received in advance of the lesson or tutoring period to which the payment relates.

If payment is not received by the applicable due date, M-Group may decline to confirm future lessons, pause tutoring or release a reserved lesson time until payment has been received.

Fees may be reviewed from time to time. Any change affecting an existing client will apply to future services, and reasonable notice will be provided before the new fee applies.

4. 24-HOUR CANCELLATION POLICY

We understand that plans sometimes change. At the same time, lesson times are reserved specifically for individual students and educators.

For this reason, **more than 24 hours' notice is required to cancel a scheduled lesson and remain eligible for a make-up lesson.**

Where more than 24 hours' notice is provided:

The cancelled lesson will be eligible for a make-up lesson, subject to educator availability. The lesson fee is not ordinarily refundable for a change-of-mind cancellation.

Where 24 hours or less notice is provided:

The lesson will be considered a late cancellation. The full prepaid lesson fee will be retained and the lesson will not ordinarily be eligible for a make-up lesson or credit.

Where a student does not attend:

Failure to attend a confirmed lesson without the required notice will be treated as a no-show. The full lesson fee will be retained and no make-up lesson or credit will ordinarily be provided.

M-Group may exercise reasonable discretion in genuine exceptional circumstances.

Nothing in this policy excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law.

5. MAKE-UP LESSONS

A make-up lesson is available where the original lesson was cancelled with **more than 24 hours' notice**, subject to these Terms.

Make-up lessons are subject to educator availability and:

- may be offered on a different day or at a different time;
- may, where appropriate, be provided by another suitable educator;
- should ordinarily be used within **30 days of the original scheduled lesson**, unless another arrangement is agreed;
- cannot be exchanged for cash or refunded merely because the client chooses not to use the make-up lesson; and

- are subject to the same cancellation policy once confirmed.

A particular make-up date, time or educator cannot be guaranteed.

6. REFUNDS

M-Group does not provide refunds merely because a client changes their mind, decides not to continue tutoring, fails to attend a lesson or cancels without satisfying the applicable cancellation requirements.

Prepaid lessons remain subject to the cancellation and make-up lesson provisions contained in these Terms.

Nothing in this section excludes, restricts or modifies any refund, remedy, consumer guarantee or other right that cannot lawfully be excluded under the Australian Consumer Law.

7. LATE ARRIVAL

Students are encouraged to be ready to begin their lesson at the scheduled time.

Where a student arrives or joins late, the lesson will ordinarily finish at the originally scheduled finishing time and the full lesson fee will apply.

An educator is not required to extend a lesson where doing so would interfere with another student's lesson or another professional commitment.

8. CHANGES OR CANCELLATIONS BY M-GROUP

Occasionally, M-Group or an educator may need to change or cancel a lesson because of illness, emergency, technical difficulties or another unforeseen circumstance.

Where this occurs, reasonable efforts will be made to offer a replacement lesson, an alternative educator, a credit or another suitable arrangement.

Where M-Group is unable to provide a prepaid service or reasonable alternative, any remedy required under applicable Australian consumer law will be provided.

9. ONLINE LESSONS AND TECHNOLOGY

For online tutoring, students are responsible for having a suitable device, adequate internet connection and access to the agreed online platform.

Students should attend from an environment reasonably suitable for learning.

Where teaching time is lost solely because of the student's internet connection, device, software or another circumstance outside M-Group's reasonable control, M-Group is not ordinarily required to provide additional teaching time.

Where a substantial technical problem originates from M-Group or the educator and materially affects the lesson, reasonable arrangements will be made in relation to the affected teaching time.

10. STUDENTS UNDER 18

Where a student is under 18 years of age, tutoring should ordinarily be arranged or authorised by a parent or legal guardian.

M-Group educators maintain professional, education-focused relationships with students.

Parents or guardians may be contacted regarding matters reasonably connected with their child's tutoring, including scheduling, attendance, payments, learning needs, progress, behaviour and safety or wellbeing concerns.

Parents and guardians are responsible for providing accurate contact information and any information reasonably necessary for the provision of tutoring.

11. RESPECTFUL CONDUCT

M-Group aims to provide a positive, professional and respectful learning environment for students, families and educators.

Students, parents, guardians, educators and M-Group representatives are expected to communicate respectfully with one another.

Abusive, threatening, discriminatory, harassing, intimidating or seriously inappropriate behaviour will not be accepted.

Where behaviour makes a lesson unsafe or unreasonable to continue, an educator may end the lesson.

Where serious or repeated concerns arise, M-Group may discontinue the tutoring arrangement where it is reasonable to do so. Any prepaid services that will not be supplied will be dealt with in accordance with these Terms and applicable law.

12. COMMUNICATION OUTSIDE LESSON TIME

We welcome reasonable communication from students and families regarding bookings, learning goals and tutoring.

However, lesson fees do not automatically include unlimited educational assistance outside scheduled lesson time.

Extensive marking, editing, assessment review, additional teaching, consultation or other substantial work outside a scheduled lesson may require a separate lesson or additional service.

Where an additional fee would apply, this will be communicated before the additional paid service is undertaken.

Messages will be responded to within reasonable business availability. Immediate or continuous availability cannot be guaranteed.

13. PARENT AND STUDENT RESPONSIBILITIES

Tutoring is a collaborative educational service.

Students are expected to participate appropriately in lessons and, where relevant, undertake reasonable independent practice.

Parents, guardians and students remain responsible for matters including school attendance, submission of schoolwork, compliance with school requirements and decisions relating to the student's broader education.

Clients should provide information reasonably necessary for the educator to understand the student's learning goals and relevant requirements.

14. ACADEMIC INTEGRITY

M-Group's role is to teach, guide and support students — not to complete assessable work on their behalf.

Educators may explain concepts, discuss ideas, model techniques, provide feedback and help students develop and improve their own work where this is consistent with applicable school, institution or examination requirements.

M-Group will not knowingly complete an assessment that is required to be the student's own work, impersonate a student, undertake an examination or assessment on a student's behalf, or knowingly assist a student to breach applicable academic integrity requirements.

Students and parents are responsible for advising the educator of any specific rules or restrictions applying to an assessment.

15. EDUCATIONAL PROGRESS AND RESULTS

Every learner is different, and educational progress may be influenced by factors including attendance, engagement, independent practice, prior learning, individual learning needs and external school or examination requirements.

For this reason, M-Group does not guarantee any particular mark, grade, HSC band, ATAR, NAPLAN result, IELTS or PTE score, school placement, university admission or other educational or professional outcome.

Our commitment is to provide professional, personalised teaching and meaningful educational support to help each learner work towards their individual goals.

16. SCHOOL AND EXAMINATION REQUIREMENTS

M-Group educators provide educational teaching, feedback and guidance based on their professional knowledge and the information available to them.

M-Group cannot guarantee that advice, feedback or an educator's interpretation will always correspond exactly with the marking decision, expectations or interpretation of a particular classroom teacher, school, examination authority or educational institution.

Students remain responsible for complying with the requirements of their school, course, assessment or examination provider.

17. LEARNING MATERIALS AND INTELLECTUAL PROPERTY

Original worksheets, presentations, lesson resources and other educational materials created by M-Group remain the intellectual property of M-Group or the relevant rights holder, unless otherwise stated.

Materials provided to students are intended for the student's personal educational use.

M-Group materials must not be sold, commercially distributed, publicly uploaded, reproduced for another tutoring or educational business, or otherwise commercially exploited without prior written permission.

Nothing in this section restricts any right that cannot lawfully be restricted.

18. RECORDING LESSONS

Students, parents and other participants must not audio-record, video-record, photograph, screen-record, publish or distribute a private tutoring lesson without prior agreement.

M-Group will likewise not record a private tutoring lesson without appropriate notice and consent where required.

19. PRIVACY AND PERSONAL INFORMATION

M-Group may collect personal information reasonably necessary to respond to enquiries, arrange and administer lessons, process payments and provide educational services.

Information may include names, contact details, year level, educational goals and other information voluntarily provided in connection with tutoring.

Information may be shared with an educator providing services to the student where reasonably necessary to arrange or provide tutoring.

Personal information will be handled in accordance with M-Group's Privacy Policy and applicable Australian law.

20. CONCERNS AND COMPLAINTS

If a client has a concern about their tutoring experience, we encourage them to contact M-Group promptly so that the matter can be understood and addressed.

Clients should provide sufficient information for M-Group to understand and, where appropriate, investigate the concern.

M-Group will make reasonable efforts to consider genuine concerns fairly and professionally.

Nothing in this section restricts any consumer right or remedy available under applicable law.

21. ENDING AN ONGOING TUTORING ARRANGEMENT

A client may choose to discontinue future tutoring by notifying M-Group.

Any prepaid lessons remain subject to these Terms, including the cancellation, make-up lesson and refund provisions.

M-Group may discontinue an ongoing tutoring arrangement where there are reasonable grounds, including repeated breaches of these Terms, persistent payment issues, repeated late cancellations or no-shows, serious or repeated inappropriate conduct, inability to provide a suitable educator, or circumstances that make continuing the arrangement impracticable.

Where reasonably practicable, M-Group will communicate with the client before discontinuing an ongoing arrangement.

Any amounts relating to services that will not be supplied will be dealt with in accordance with these Terms and applicable law.

22. AUSTRALIAN CONSUMER LAW

Nothing in these Terms & Conditions excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the **Competition and Consumer Act 2010 (Cth)**, **including the Australian Consumer Law**, or other applicable legislation.

If any provision of these Terms is inconsistent with a mandatory legal requirement, that requirement will prevail to the extent of the inconsistency.

23. CHANGES TO FEES OR TERMS

M-Group may review its fees, services and these Terms & Conditions from time to time for legitimate business, operational or legal reasons.

Changes will apply prospectively.

Where a material change affects an existing ongoing tutoring arrangement, reasonable notice will be provided before the change applies.

24. GOVERNING LAW

These Terms & Conditions are governed by the laws of New South Wales and applicable Commonwealth laws.

Nothing in these Terms limits any right a consumer may have to access a court, tribunal, regulator or other remedy available under applicable law.

25. CONTACT

For questions regarding these Terms & Conditions, please contact:

M-Group English

Mariam Oganessian

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Phone: +61 452 099 664

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ACCEPTANCE OF TERMS

By booking or purchasing tutoring or educational services through M-Group English, the client acknowledges that they have had a reasonable opportunity to read these Terms & Conditions and agrees to them, subject always to any rights that cannot lawfully be excluded under applicable Australian law.

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