121 Tutors – Terms and Conditions

Last updated: June 2026

1. About 121 Tutors

121 Tutors operates an online learning marketplace that enables tutors to advertise their services and enables parents, students and other users ("Clients") to browse, contact and engage tutors directly.

121 Tutors does not provide tutoring services, does not employ tutors, and is not a party to any agreement entered into between tutors and Clients.

2. Accounts and registration

To access certain features of the Platform, you may be required to create an account.

You agree to provide accurate, current and complete information, keep your login details secure, and notify us of any unauthorised use of your account.

You are responsible for all activity that occurs under your account.

3. Tutors

Tutors may create a public profile advertising their services, experience, qualifications, availability and rates. All information provided in tutor profiles is supplied by the tutor.

121 Tutors does not independently verify tutor credentials, qualifications, experience or suitability. Where tutors upload documents (including CVs, qualifications or Working With Children / Blue Card details), this does not constitute endorsement or verification by 121 Tutors.

Tutors set their own rates, availability and service offerings. 121 Tutors does not determine, control or approve tutor pricing.

Tutors are solely responsible for the accuracy of information in their profile, their conduct with Clients, compliance with applicable laws (including child safety requirements), and determining whether professional indemnity or other insurance is appropriate.

4. Clients

Clients may browse tutor profiles and contact tutors through the Platform.

Clients acknowledge that tutors operate independently and that 121 Tutors does not guarantee tutor availability, suitability or outcomes.

Any agreement for services is made directly with the tutor.

5. Platform Communication and Non-Circumvention

5.1 Platform Introductions

121 Tutors operates as a marketplace that introduces tutors and Clients. Any connection made between a tutor and Client through the Platform is considered a “Platform Introduction”.

5.2 Platform Communication Requirement

All initial communication between tutors and Clients must take place through the 121 Tutors Platform.

Users must not request, share or exchange personal contact details (including phone numbers, email addresses, social media accounts or messaging apps) for the purpose of moving communication or tutoring arrangements off the Platform.

5.3 Non-Circumvention

Tutors and Clients must not attempt to circumvent the Platform by arranging tutoring services outside the Platform where the introduction occurred through 121 Tutors.

Circumvention includes, but is not limited to:

- sharing personal contact details in order to arrange tutoring privately
- requesting or accepting payment outside the Platform
- encouraging Clients or tutors to book sessions privately to avoid Platform fees
- arranging tutoring services outside the Platform following a Platform Introduction

5.4 Continuing Platform Requirement

Where a tutor and Client are introduced through the Platform, all tutoring sessions and payments relating to that introduction must continue to be arranged and paid for through the 121 Tutors Platform.

5.5 Monitoring and Detection

121 Tutors may monitor Platform communications and activity to detect attempts to circumvent the Platform or avoid Platform fees.

Where suspicious activity is detected, 121 Tutors may investigate and take appropriate action, including issuing warnings, suspending accounts or terminating accounts.

5.6 Breach of Terms

Sharing personal contact details for the purpose of arranging tutoring services outside the Platform, or otherwise attempting to bypass Platform communication or payment systems, constitutes a material breach of these Terms.

Accounts found to be in breach may be suspended or permanently removed from the Platform.

6. Payments and Fees

All payments for tutoring services introduced through the 121 Tutors Platform must be made through the Platform using approved payment methods.

Tutors and Clients must not request, offer or accept payment outside the Platform, including cash or direct payment, for services introduced through 121 Tutors.

121 Tutors charges tutors a platform fee of 0% on each completed tutoring session booked through the Platform.

Payment processing fees charged by third-party payment providers are separate from the platform fee and are payable by the tutor. These fees are deducted from the tutor's payout and reflect standard transaction processing costs.

Payments are processed via third-party payment providers, including FatZebra. 121 Tutors does not store, process or retain credit or debit card details.

Non-Circumvention Period

Tutors must not provide tutoring services outside the Platform to any Client they were first introduced to through 121 Tutors for a period of twenty-four (24) months from the date of introduction.

7. Cancellations and refunds

Cancellation and refund arrangements are determined between tutors and Clients unless otherwise stated on the Platform.

121 Tutors is not responsible for enforcing cancellation or refund agreements.

8. Platform use

You agree not to use the Platform for unlawful purposes, provide false or misleading information, interfere with the operation of the Platform, or circumvent Platform fees, communication tools or payment systems.

We reserve the right to suspend or terminate accounts that breach these Terms.

9. Intellectual property

All Platform content (excluding tutor-provided content) is owned by or licensed to 121 Tutors.

You may not reproduce, distribute or exploit Platform content without permission.

10. Disclaimers
The Platform is provided “as is”.

We do not guarantee uninterrupted or error-free access or any tutoring outcomes.

Nothing in these Terms excludes rights under Australian Consumer Law that cannot be excluded.

11. Limitation of liability
To the maximum extent permitted by law, 121 Tutors will not be liable for any loss, damage or claim arising from use of the Platform, tutor services, or interactions between tutors and Clients.

Our liability is limited to resupplying the Platform services or the cost of doing so.

12. Indemnity
You agree to indemnify 121 Tutors against any claim, loss or damage arising from your use of the Platform, your breach of these Terms, or any dispute between tutors and Clients.

13. Privacy
Your use of the Platform is subject to our Privacy Policy.

14. Changes to Terms
We may update these Terms from time to time.

Updated Terms will be published on the Platform and apply from the date of publication.

15. Governing law
These Terms are governed by the laws of Queensland, Australia.

16. Contact
Email: info@121-tutors.com.au