

# Code of Conduct

## 1. Purpose

- 1.1. The purpose of Learnmate's Code of Conduct is to clearly outline the Company's core values, expected standard of behaviour for all employees and tutors in their interaction with or in the presence of children and young people and actions in relation to ethical conduct.
- 1.2. Learnmate recognises that each code of conduct is unique and is dependent on the context of contact with children and must consider the age and development of children, their backgrounds, abilities and cultural and support needs. Our Code of Conduct has been designed to reflect the highest standards of practice in the environments in which our tutors can reasonably expect to engage children and young people.
- 1.3. Our Code of Conduct is shared with families and students to ensure they are aware of and can help facilitate the behavioural and environmental minimum standards we expect our tutors to be able to operate against.

## 2. General

- 2.1. Learnmate will conduct its business honestly and ethically wherever we operate. We will constantly improve the quality of our services and operations and will create a reputation for honesty, fairness, respect, responsibility, integrity, and trust.
- 2.2. The Company expects that all directors, senior management, officers, employees, contractors, consultants and other persons that act on behalf of the Company, and associates of the Company, will:
  - (a) act in accordance with the stated values and in the best interests of the Company;
  - (b) act honestly and with high standards of personal integrity;
  - (c) comply with the Company's policies and all laws and regulations;
  - (d) act ethically and responsibly;
  - (e) treat fellow staff members with respect and not engage in bullying, harassment or discrimination;
  - (f) deal with all customers, tutors and suppliers fairly;
  - (g) disclose and deal appropriately with any conflicts between personal interest and duties within the Company;
  - (h) not take advantage of the property or information of the Company or its customers for personal gain or to cause detriment to the entity or its customers;
  - (i) not take advantage of their positions or the opportunities arising therefrom for personal gain; and
  - (j) report breaches of this Code to the appropriate persons within the Company.

### 3. Tutor Code of Conduct

3.1. In order to establish and maintain Learnmate's reputation as a leading marketplace for Australian tutors, and to ensure tutors maintain the best service standards possible, we ask tutors to agree to act and conduct themselves as follows in the administration of providing services to customers:

(a) **professionalism and quality**

- (i) to act professionally and in the interests of creating and maintaining a meaningful friendship when dealing with customers (whether parents or students);
- (ii) to do all things reasonably necessary and expected to provide and maintain a high-quality tailored tutoring experience to customers and prepare for all tutoring sessions to maintain that standard across all tutoring sessions provided by tutor;
- (iii) to provide tuition with the customer's desired outcome, ambition or goals in mind and ensure the service being provided has been prepared, tailored and rendered accordingly;
- (iv) to use best endeavours to offer and provide valuable tutoring services for the pre-determined scheduled time and, should the session run overtime, not to charge for such overtime without the pre-approval of the customer or the customer's parent;
- (v) in the knowledge that tutors who repetitively provide poor experiences, are the subject of various complaints by members of the Learnmate community, or who we are made aware breached this Code of Conduct may be subject to a suspension or termination of account and/or any ongoing tutoring engagements;

(b) **communication, punctuality and responsiveness**

- (i) if tutor accepts a request for tuition, to endeavour to contact customer as soon as reasonably practicable but no later than 48 hours after the request is made to answer any queries the customer has and, if applicable, to confirm, arrange and schedule a tutoring session;
- (ii) to confirm each scheduled session in advance, and no later than 24 hours prior to the scheduled session;
- (iii) to be punctual and prompt in arriving (if the session is in person) or logging into the relevant platform (if the session is online) for all tutoring sessions prepared and ready to commence the session at the scheduled time and with capacity to perform the minimum assigned hours. Tutor recognises that this is critical in ensuring that Learnmate's customers receive value for money for the services;
- (iv) to give customer and Learnmate no less than 24 hours' notice if tutor cannot attend a scheduled session (and provide Learnmate an explanation as to why the session is not proceeding) unless the tutor's unavailability was reasonably unforeseeable and arises within said notice period, in which case tutor should notify customer and Learnmate at the tutor's earliest practicable opportunity and schedule a make-up session;

(c) **payment and pricing**

- (i) in the knowledge that cash payments and direct transfers between customers and tutors are not accepted on Learnmate’s platform. Solicitation or attempts to bypass payment occurring on Learnmate’s platform may result in immediate account termination and any lessons conduct and paid for outside of Learnmate’s platform will not receive the benefit of Learnmate’s Payment Guarantee, insurances or any other benefit or protection that ordinarily applies to lessons conducted through Learnmate;
  - (ii) to ensure seamless transfer or payment of funds, please ensure banking and credit card details are up to date in your account;
  - (iii) to publish all pricing is published on their public profile, including any variation in pricing for age, year level, subject or method of delivery (i.e. online or in-person);
  - (iv) to state prices on a per hour basis; and
  - (v) to state prices inclusive of Learnmate’s commissions and fees and not exclusive;
- (d) **online engagement**
- (i) as online tutoring is more of a closed environment in contrast to in-person lessons, tutors should ensure both tutors and students:
    - partake in the lesson while in public areas or areas shared with other persons respectively (i.e. a public venue, living or lounge room with a guardian or witness nearby);
    - to the extent possible, keep their speakers on loud and talk into their device through its in-built microphone to allow a guardian or witness to overhear or witness the lesson;
    - do not share any material, content or other information that is not appropriate to share either in view of the camera or through a screenshare, particularly material or content of a sexual or mature nature;
- (e) **identity, record and qualification**
- (i) to ensure that Learnmate remains a trusted community platform that is positive and safe for all, all users are required to self-identify with a profile photo and name that accurately identifies them. Tutors are required to specific their relevant qualifications and academic track record by specifying the degree, diploma or certificate they have received and/or SCALED and RAW study scores and ATAR that they received in school;
  - (ii) users are not permitted to use fake, miscellaneous or alias photos, names qualifications or academic results on Learnmate and should a user refuse or fail to comply with a request to upload or correct their profile details, their account may be suspended or terminated;
- (f) **publicly sharing private information**
- (i) in the interests of Learnmate’s integrity, tutors can only share private contact information for the purposes of engaging with customers to provide tuition or in the provision of ongoing tuition;
  - (ii) to protect every Learnmate user’s safety and security, private contact details and 3<sup>rd</sup> party links cannot be shared on public profiles or areas of Learnmate. This includes, but is not limited to, business websites, Facebook, LinkedIn, Twitter, personal emails, phone numbers, addresses or personal websites;
- (g) **Child safety and standards**

- (i) to ensure that all tuition provided to children and young people is provided in accordance with Learnmate's Child Safety Policy;
- (ii) to uphold the rights of children and children who they come into contact with to ensure they feel heard on matters relevant to their safety so they feel safe and protected;
- (iii) to provide a welcoming, inclusive and safe environment that supports and values the ideas and opinions of children and young people and treats them with respect regardless of race, colour gender identity, sex, sexual orientation, language, religion, political or other opinion, national, ethnic or social origin, culture, property, disability or other status;
- (iv) to empower children and young people by providing an environment where they can actively participate and 'have a say', to help them expand their boundaries and explore ideas and issues, particularly those that are important to them;
- (v) to recognise Learnmate takes a zero-tolerance approach to child abuse, child harm and neglect and will take all allegations of reportable conduct and safety concerns very seriously, ensuring such conduct is dealt with in accordance with Learnmate's Child Safety Policy and the law;
- (vi) to recognise that Learnmate is committed to preventing child abuse, child harm and identifying risk early and removing or reducing that risk;
- (vii) to listen and respond to the views and concerns of children and young people, including where it relates to concerns that they feel unsafe;
- (viii) to listen to and empower children and young people who come into contact with Learnmate and help them fulfil their potential;
- (ix) to recognise that they and Learnmate have moral and legal obligations to contact authorities when there are concerns about a child or young person's safety, which will be followed rigorously;
- (x) to provide a safe environment for, and consider the needs of, children and young people with a disability, and consider their needs in providing that environment;
- (xi) to provide a safe environment for, and consider the needs of, children and young people who have suffered trauma, and consider their needs in providing that environment;
- (xii) to provide a safe environment for, and consider the needs of, same sex attracted and intersex children and young people, and recognise gender diversity in providing a safe environment, and consider their needs in providing that environment;
- (xiii) to ensure that under no circumstance should a lesson commence or continue if the parent or responsible guardian of the child or young person is absent and, if the service is being provided in person at a child's home, must leave the home or property, unless the parent or responsible guardian has otherwise consented for the service to commence or continue in their absence;
- (xiv) to ensure that tutoring should be conducted in rooms where there are windows, so that a person outside the room can see into the room, or a door is open so that tutoring can be viewed and/or overheard. Furthermore, no child or young person should be disciplined by a tutor;

- (xv) to ensure that tutoring takes place only in a public part of the home with a parent or responsible guardian present, within sight or earshot of the lesson. Under no circumstances should tutoring take place in a child's bedroom. At the end of each lesson occurring in a child's home, a responsible guardian who was present in the home throughout the duration of the tutoring, should sign off the session as having been conducted appropriately and in a public space and a record should be retain of said sign-off;

Learnmate is committed to Child protection and tutors' awareness, understanding and training in this respect is critical. Amongst other things, tutors should be absolutely clear on their obligations under Learnmate's [Child Safe Policy](#) and in particular, their [reporting obligations](#) should they suspect or become aware of the occurrence or risk of occurrence of child abuse, child harm or neglect.

**If a child or young person is in immediate danger, call 000**

**(h) prohibited behaviour**

- (i) not to condone or participate in behaviour that is illegal, unsafe or abusive to children and young people;
- (ii) not to ignore or disregard any concerns, suspicions or disclosures of child abuse, child harm whether from staff, parents, children or young people;
- (iii) not to discriminate against children and young people on the basis of age, gender identity, sex, race, cultural or sexual orientation;
- (iv) not to develop inappropriate relationships with children or young people, or engage in unnecessary physical contact or exhibit behaviours which may be construed as inappropriate;
- (v) not to conduct a sexual relationship with a child or young person or indulge in any form of sexual contact with a child or young person;
- (vi) not to put children and young people at risk of harm (for example, by allowing unnecessary one-adult/one-child encounters to occur);
- (vii) not to use any computer, mobile phone, video or digital camera to exploit or harass children and young people or to expose them to offensive, sexualised or mature content;
- (viii) not to exchange personal contact details with a child or young person such as phone number, social networking sites or email address, unless reasonably necessary to provide tuition;
- (ix) not to have unauthorised contact with a child or young person or their family outside of providing tuition, including online, on social media or by phone;
- (x) not to not use Learnmate contacts to advance private business or personal interests at the expense of the Company, its clients or affiliates;
- (xi) not to give or accept bribes or other similar remuneration or consideration to any person to attract or influence business activity;
- (xii) to avoid gifts, gratuities, fees, bonuses or excessive entertainment, in order to attract or influence business activity;
- (xiii) to avoid exaggerating or disparaging comparisons of the services and competence of their competitors;
- (xiv) not in any circumstance use alcohol or non-prescribed drugs or be under the influence of alcohol or non-prescribed drugs while on any Learnmate premises or during any tuition lesson or to use, sell or possess alcohol or non-prescription drugs while on any Learnmate premises or during any tuition lesson;
- (xv) not to discuss:
  - any Confidential Information with Customer, which for the avoidance of doubt includes, without limitation, Learnmate's financial information, rates, fees and commission structure (other than what is already publicly available on Learnmate's website);
  - any other personal, political, private, religious, sexual or other topic or information not within the scope of the provision of services that a reasonable person would reasonably deem to be an inappropriate topic of conversation to talk about with customer; and

## 4. Public and media

- 4.1. Individuals, including staff, contractors, tutors and customers have a right to voice their opinions on political and social issues in their private capacity as members of the community. Learnmate asks that such opinions or profile on the mediums to which such opinions are shared are qualified by a caveat that they do not represent the views of Learnmate;
- 4.2. No employee, contractor, tutor or other affiliate or associate of Learnmate may make any official comments on Company related matters unless:
  - (a) they are authorised to do so by the CEO or COO; or
  - (b) are authorised or required by law to do so;
- 4.3. No employee, contractor, tutor or other affiliate or associate of Learnmate may make release or publish any privileged Company information unless authorised to do so by the CEO or COO, unless authorised or required by law to do so.

## 5. Security of Learnmate information

Employees must ensure that any confidential and sensitive information is not accessible to unauthorised personnel and any such material should be securely stored; only to be disclosed or discussed with authorised personnel who have been granted access to it by the CEO or COO. The deliberate release of confidential and sensitive information will be treated seriously by Learnmate.

## 6. Intellectual property and copyright

Learnmate is the owner of intellectual copyright created by employees in the course of their employment unless a specific prior agreement has been made. Written approval is required for the use of any such property for purposes other than as required by the employee's role.

Intellectual property includes the rights relating to scientific discoveries, industrial designs, trademarks, service marks, commercial names and designations, and inventions.

## 7. OH&S

All employees must act in accordance with occupational health and safety legislation, regulations and policies applicable to their respective organisation and to use any security and safety equipment provided (as applicable). Employees must follow any OH&S directives from management, advise or report areas of risk to safety or suspicious occurrences and minimise any such risks in the workplace.

## 8. Discrimination and Harassment

No employee may harass, discriminate or support others who harass or discriminate against others on the grounds of sex, pregnancy, marital status, age, race (including colour, nationality, descent, ethnic or religious background), physical or intellectual impairment, sexuality or gender.

Such harassment or discrimination will be treated seriously and may constitute an offence under legislation.

**Violation of this Code of Conduct may be punishable under legislation or result in disciplinary action, including in some instances immediate suspension or termination.**

**Learnmate encourages that matters of concern relating to the Code of Conduct (including alleged breaches of it) be raised with the CEO and/or COO of Learnmate or emailed to [hello@learnmate.com.au](mailto:hello@learnmate.com.au).**

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