



Terms and Conditions – English Language Services
Hendersons Educational Services

1. Agreement

By booking an English Language course, workshop, or service with Hendersons, you agree to these Terms and Conditions.

Students under 18 years of age may participate in certain English Language Services where permitted by Hendersons. However, Excursions and Australian Cultural Experiences are restricted to participants aged 18 years and over unless Hendersons expressly states otherwise in writing. If you make a booking on behalf of a student under 18 years of age, you confirm that you are the student's parent or legal guardian and accept these Terms on their behalf.

These terms apply to all English language products and services listed on our website, including bookings made online. For Terms & Conditions related to all other services, please refer to our Terms & Conditions of Sale on our website.

2. English Language Services

We provide English Language Services including, but not limited to:

- IELTS Intensive workshops
- IELTS Preparation courses
- IELTS Practice assessments
- IELTS Strategy and skills sessions
- English Conversation Classes
- Australian Cultural Experiences

Full details of your service (including dates, times, format and location) will be provided in your booking confirmation email.

Some English Language Services may include off-site activities, excursions, or Australian Cultural Experiences ("Excursions"). Participation in Excursions may be subject to additional requirements,

including the provision of emergency contact details, medical information, consent (where applicable), and compliance with safety instructions issued by Hendersons or third-party providers.

Excursions are intended for participants aged 18 years and over only. Hendersons does not permit persons under 18 years of age to participate in Excursions or Australian Cultural Experiences unless expressly stated otherwise in writing.

We may make reasonable changes to:

- Teachers
- Schedule or duration
- Excursion venues, activities, transport arrangements, or itineraries where required for operational safety, weather, or other reasonable circumstances.

We will notify you as soon as reasonably practicable if changes occur.

3. Bookings and Payment

- All English Language Services (including IELTS) bookings must be made through our website or directly with our team
- For services including an Excursion, bookings close ten (10) days before the scheduled Excursion date, unless otherwise advised by Hendersons. Full payment must be received before a booking can be confirmed.
- Full payment is required at the time of booking
- A booking is only confirmed once payment has been received
- All prices are in AUD and include GST

We reserve the right to cancel any unpaid bookings.

4. Cancellations, Transfers and Credits

4.2 Before the Service Starts

For English Language Services that do not include an Excursion:

If you cancel your booking more than 7 days before the service start date, you may request:

- a refund; or
- a transfer to another service; or
- a credit for future use

If you cancel within 7 days of the service start date, a credit may be issued for future use.

Some Services may be subject to minimum participant numbers to proceed. Where minimum numbers are not met, we reserve the right to cancel, postpone or reschedule the Service. In such circumstances, participants will be offered a full refund, transfer or credit.

For Services that do include an Excursion:

- A minimum of three (3) participants is required for an excursion to proceed. If fewer than three (3) participants are booked by the closing date, Hendersons may cancel the excursion and will provide a full refund of all excursion fees paid.
- As tickets and admissions are purchased from third-party providers in advance, participants who cancel within ten (10) days of the excursion date are not entitled to a refund if the excursion proceeds, except where required by Australian Consumer Law.

4.2 After the Service Starts

Once the service has commenced, no transfers or credits will be provided, except where required under Australian Consumer Law.

4.3 Missed Sessions

If you miss a session, activity or excursion, it will not be refunded or rescheduled. Makeup sessions are not provided.

4.4 Exceptional Circumstances

In cases of serious illness or exceptional circumstances, a credit may be considered at Hendersons' discretion. Supporting documentation, such as a medical certificate, may be required.

For Services including an Excursion, Hendersons may, at its sole discretion, issue a credit note for the excursion fee less any non-refundable ticket, admission or third-party costs already incurred.

5. Service Attendance

- Students must attend the service they are booked into
- Late arrival does not extend session times
- Students are responsible for attending all sessions and completing any assigned work
- We recommend students attend all sessions to achieve the best outcomes.

6. Student Conduct

Students are expected to behave respectfully in accordance with Hendersons' Student, Parent/Guardian and Visitor Code of Conduct and follow teacher instructions.

We may remove a student from a session or cancel enrolment if behaviour is:

- Disruptive
- Unsafe
- Inappropriate

No refund will be provided in these circumstances, except where required under Australian Consumer Law.

6A. Excursions and Australian Cultural Experiences

Where a service includes an Excursion or Australian Cultural Experience:

- Excursions and Australian Cultural Experiences are available only to participants who are 18 years of age or older on the date of the Excursion.
- Hendersons reserves the right to request proof of age before confirming or permitting participation in an Excursion.
- Students must comply with all directions given by Hendersons staff, activity providers, venue staff, and transport operators.
- Students are expected to behave respectfully and safely at all times.
- Students must remain with the designated group unless expressly authorised otherwise by Hendersons staff.
- Hendersons may refuse participation in, or remove a student from, an Excursion where the student's conduct is unsafe, disruptive, or otherwise inappropriate.
- No refund, transfer, or credit will be provided where participation is refused or terminated due to student misconduct, except where required under Australian Consumer Law.
- Hendersons may cancel, postpone, modify, or substitute an Excursion due to weather conditions, venue closures, safety concerns, minimum participant numbers, transport disruptions, or other circumstances beyond our reasonable control. Where practicable, an alternative activity or date may be offered.

7. Course and Service Materials

- Course and Service materials are provided for personal use only
- Materials may be provided digitally or in print
- Access to digital materials may be time-limited

Students must not:

- Share materials
- Upload materials online
- Use materials for teaching or commercial purposes

Additional copies may incur a fee.

8. Intellectual Property

All course content and materials remain the property of Hendersons.

They must not be:

- Copied
- Reproduced
- Distributed
- Commercially used

9. Privacy

We collect and use personal information in accordance with the *Privacy Act 1988 (Cth)*.

Your information is used for:

- Service delivery
- Communication
- Service improvement

Please refer to our Privacy Policy for further details.

10. Results Disclaimer

Outcomes from English Language Services depend on many factors including:

- Student effort
- Prior ability
- Practice outside class
- Performance in the actual test

We do not guarantee specific assessment results, English language proficiency levels, test scores, visa outcomes, academic outcomes, employment outcomes, or other individual results.

11. Limitation of Liability

To the extent permitted by law, including the Australian Consumer Law:

- We provide our services with due care and skill
- If a service is not provided in accordance with consumer guarantees, we will:
 - re-supply the service; or
 - provide an appropriate remedy

We are not liable for:

- indirect or consequential loss
- loss of opportunity
- assessment outcomes or results

Participation in Excursions and Australian Cultural Experiences may involve travel, physical activity, interaction with third-party providers, and attendance at public venues. While Hendersons takes reasonable steps to promote participant safety, participants acknowledge that such activities carry inherent risks. To the extent permitted by law, Hendersons is not liable for loss, damage, injury, delay, or disruption arising from acts or omissions of third-party providers, transport operators, venues, or circumstances beyond our reasonable control.

Nothing in these Terms excludes or limits any rights you may have under the Australian Consumer Law.

12. General

- These Terms are governed by the laws of Victoria, Australia

- If any clause is found to be invalid or unenforceable, the remaining clauses remain in effect
- These Terms form the entire agreement between you and Hendersons

13. Promotional Codes and Offers

From time to time, Hendersons may issue promotional or coupon codes.

- Promotional codes are issued to specific individuals or groups and are **non-transferable**. They must not be shared, reproduced, or distributed without our prior written consent.
- Use of a promotional code is **subject to eligibility criteria**, which may include (but is not limited to) course or service type, booking period, or student profile.
- Promotional codes may only be used by the **intended recipient** and remain the property of Hendersons.
- Only one promotional code may be used per booking unless otherwise stated.
- Promotional codes cannot be applied retrospectively to existing or completed bookings.
- We reserve the right to **refuse, cancel, or reverse any booking or discount** where a promotional code has been used incorrectly, fraudulently, or in breach of these Terms.

Related Hendersons Policies

[Privacy Policy](#)

[Student, Parent/Guardian & Visitor Code of Conduct](#)

[Terms & Conditions of Sale](#) (other products and services)

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