



# Terms and Conditions

## 1. Terms

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- 1.1 All the Terms form part of the Agreement between Hendersons and the Customer. All prior negotiations, representations, understandings, arrangements, publication, website, or any other advice (whether oral and/or in writing), are superseded by the Terms.
- 1.2 The Terms cover each and every, and all supply of Services from Hendersons to the Customer.
- 1.3 Hendersons may vary the Terms from time to time by notice to the Customer. Any request for Services placed after the variation date will be deemed an acceptance of such varied Terms.
- 1.4 The Customer acknowledges that no employee or agent of Hendersons has any right or authority to make any representation, warranty, or promise in relation to the Services other than as contained in these Terms.
- 1.5 No amendments, alteration, waiver, or cancellation of any of these Terms are binding on Hendersons unless by Hendersons to the Customer in writing.
- 1.6 In the event of any inconsistency between the Terms and any other terms and conditions (of the Customer or otherwise), the Hendersons Terms prevail.

## 2. Definitions

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- 2.1 In these Terms:

**Booking** means a customer requesting a service on a particular day or time and at a price that they have agreed to pay within the terms and conditions.

**Business Day** means a day that is not a Saturday, Sunday, public holiday, or bank holiday in Victoria.

**Customer** means the purchaser of Services from Hendersons for one Student only.

**Hendersons** means Hendersons Educational Services Pty Ltd - ABN 97 070 097 639.

**Individual Tuition Session** means a session specifically designed for the Student.

**Materials** means any documents or things that relate to the Services including but not limited to, any materials, PowerPoints, worksheets, or bonus materials, practice exams, workbooks.

**Program** means a collection of services Hendersons has collated into one product at a discounted rate.

**Practice Exam** means an individual Workshop provided by Hendersons for the purposes of these Terms.

**School Term** means as gazetted by the Victorian Government Schools.

**Services** means all Services provided by Hendersons to the Customer including but not limited to Workshops, practice exams, portfolio assistance, interview preparation, tuition, with the Student and essay correction services.

**Session** means an individual day of a multi-day Workshop.

**Student** means the person receiving the Services purchased and paid for by the Customer.

**Terms** means these Terms and Conditions.

**Workshop** means a Hendersons' Workshop – a full Workshop whether that be a single day or multi-day Workshop.

### 3. The Services

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- 3.1 The Customer, by engaging Hendersons to provide the Services:
- (a) acknowledges and agrees that it is expressly contracting with Hendersons on the Terms and is bound by the Terms;
  - (b) has read, understood, and agrees to the Terms;
  - (c) agrees that it will, in a timely manner, provide a full description of all necessary information and materials pertaining to the provision of Services; and
  - (d) further warrants that all such information provided by the Customer to Hendersons is accurate, and that Hendersons can rely on such information in the provision of the Services.
- 3.2 Hendersons in providing the Services to the Customer:
- (a) provides the Services in accordance with the Customer's schedule;
  - (b) the Individual Tuition Session is provided throughout the year except for Christmas period and commences at a set time as allocated in the schedule. Hendersons accepts no responsibility for any Student arriving late to a Session and the Session duration will not be extended under any circumstances;
  - (c) will not be under any obligation to supply any Services to the Customer until Hendersons has received payment for the Services from the Customer;
  - (d) shall not be responsible for any delays occasioned by the failure of the Customer to provide all necessary information or materials in a timely manner;
  - (e) will be responsible for the work of all its employees and other persons engaged by Hendersons in the performance of the Services; and
  - (f) reserves its right to cancel or change the location, time, or teacher including re-scheduling the Services by giving reasonable notice or as soon as practicable to the Customer.
- 3.3 The Services does not include make up sessions unless otherwise agreed by the parties with extra costs to be incurred by the Customer.

### 4. Pricing, Billing and Payments

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- 4.1 When booking the Services:
- (a) The Customer must book all Services online via the Hendersons website, or by contacting Hendersons Customer Service Team on (03) 9813 0277 or [info@hendersons.com.au](mailto:info@hendersons.com.au).
  - (b) Hendersons will issue a tax invoice to the Customer and booking confirmation once the Services have been booked.
  - (c) The booking confirmation will be emailed to the Customer and will include:
    - (i) Details of the Services ordered by the Customer;
    - (ii) confirmation where discount has been applied;
    - (iii) the date, time, venue, and commencement of the Services including whether the Services will be held face to face or online; and
    - (iv) the total price of the Services.

- (d) The tax invoice will include:
  - (i) the amount of the invoice;
  - (ii) the due date for payment of the invoice(s); and
  - (iii) any discount which is to be applied, any such discount being subject to clause 4.2.

**(Tax Invoice or confirmed via email, together referred to as Tax Invoice)**

4.2 The price of the Services:

- (a) will be specified in the invoice or statement, provided to the Customer by Hendersons agreed at the time the booking is made by the Customer and shall remain fixed unless otherwise agreed by the parties;
- (b) unless otherwise stated, the price for the supply of Services as stated on an invoice includes GST. The Customer must pay to Henderson the amount of GST in addition to the price for the supply of Services;
- (c) may be subject to a discount if a Program offered by Hendersons is selected by the Customer at the time of booking and where no alternation is made to the Program; and
- (d) will not be subject to discount where the Customer makes alteration or removes any items of the Services in the Program.

4.3 Hendersons billing and payments:

- (a) the Customer is required to pay the invoice within 14 days from the date of the Tax Invoice, unless the Services are scheduled less than 14 days in which case the Tax Invoice must be paid at the time of booking;
- (b) Hendersons have the discretion to cancel the Services without notice if the Tax Invoice amount is not paid in full within 14 days from the date of the Tax Invoice;
- (c) where the Services were purchased via instalments, the same payment terms apply as set out in clause 4.3(a); and
- (d) Hendersons have the discretion to cancel any Services without notice (even if some Services have already been provided) if any instalment amount on the Tax Invoice is not paid in full within the time specified on the Tax Invoice.

## **5. Cancellation and Refund Policy**

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5.1 All requests for cancellation of Services including Individual Tuition Session must be in writing via Hendersons email: [info@hendersons.com.au](mailto:info@hendersons.com.au).

5.2 Cancellation of Services:

- (a) where the Customer cancels the Services or part of the Services less than 14 days prior to the commencement of the Services a refund will not be issued in full or part,
- (b) without limiting clause 5.2(a), if the cancellation of Services is not day 2, 3 or 4 of a multiday workshop the Customer may either:
  - (i) re-schedule the Services (if available) and one make-up class is allowed for tuition only if prior notice is made by 9:00am on the day of service, provided a doctor certificate is supplied or 14 days' notice given; or
  - (ii) receive a credit note which is valid for 12 months from the date of issue. If the Customer fails to utilise the credit note within 12 months from the date of issue, it will be forfeited,

- (c) a \$50.00 administrative fee will apply if the Customer opts for option 5.2(b)(i) or (ii), which will only be waived at Hendersons sole discretion if a medical certificate is from a registered medical practitioner that is not a family member of the Customer and the cancelation is made within 24 hours of the commencement of the scheduled Services.
- (d) where a Customer cancels part of the Services more than 14 days prior to the scheduled Services, and the part of Services to be cancelled are not day 2, 3 or 4 of a multiday workshop then:
  - (i) the cost of the cancelled component part of the Services will be refunded less any discount applied to the full program and the remaining components will be charged in full amount;
- (e) a refund will not be issued to the Customer for parts of the Services not provided for the reasons pursuant to clause 6.1(c).

## 6. Customer Obligations

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### 6.1 The Customer must:

- (a) provide all information in relation to the Student including:
  - (i) full medical condition to the extent that Hendersons reasonably required to be aware of, in providing the Services;
  - (ii) any changes to the Student's medical condition, treatment or any medical action plan; or
  - (iii) any relevant information which is reasonably necessary for Hendersons to be notified which may affect the provision of the Services,
- (b) notifying Hendersons of any changes to the Customer's personal information such as, but not limited to, postal address, email address, telephone number, and emergency contact details;
- (c) ensure that the Customer and the Student display behaviour in accordance with Hendersons' policies or guidelines it may implement from time to time (**Policies**), a breach of Policies may result in Hendersons terminating the Services without notice and no refund will be issued in accordance with clause 2(e); and
- (d) keep Hendersons notified of Customer's correct name, postal address, email address and phone number. Multiple contact information is preferred in case of emergency.

### 6.2 Without limiting clause 6.1(a)(i), the Customer must:

- (a) ensure the Student is medically fit when attending the Services, Hendersons may use its discretion and refuse to provide the Services as a result of the Student being medically unfit;
- (b) immediately collect the Student if contacted by Hendersons informing that the Student is unwell;
- (c) if the Student suffers from a medical condition provide to Hendersons prior to the commencement of the Services:
  - (i) in writing, from the Student's treating medical practitioner, the prescribed medications required to be taken by the Student including, the dose, route and frequency;
  - (ii) ensure that the Student carries with them the prescribed medications during and throughout the provision of the Services;

- (iii) any medical action plan developed by the Student's treating medical practitioner; and
- (iv) ensure that all medications such as an Asthma Pump and EpiPen **must** accompany the Student and be sighted by Hendersons Staff on every occasion the Services is provided by Hendersons and where that the Student enters Hendersons' premises.

6.3 A failure by the Customer to comply with clause 6.2 may result in Hendersons refusing to accept the Student from attending the scheduled Services, or removal from the scheduled Services. The cancellation policy under clause 5 applies.

## 7. Hendersons' Obligations

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7.1 Hendersons in performing the Services:

- (a) will use all reasonable care and skills and to a reasonable standard;
- (b) the Student shall:
  - (i) receive a printed copy of Materials and other reasonable resources where the Services are held as face to face;
  - (ii) receive an email containing Materials and other resources where the Services are held online (some Materials and other resources are provided via Digify which cannot be downloaded to protect Intellectual Property and Copyright);
  - (iii) a \$30.00 administration fee will apply upon request for the Materials and other resources to be printed and posted to the Customer if the Services are provided online,
- (c) will charge the Customer an extra fee of \$30.00 to re-print the Materials.

## 8. Materials

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8.1 Hendersons will provide the Student Materials to complete the Workshop:

- (a) for a face-to-face Workshop, Students will be provided with a printed copy of the Materials;
- (b) for an online Workshop, Materials:
  - (i) will be emailed to the Student prior to the Workshop and any bonus material is accessible via a link to Digify which the Student can access for period of 12 months only; and
  - (ii) the Student can request for the Materials and can be collected from the Hendersons' premises at a designated time (free of charge) or posted to the Customer for a fee of \$30.00.

## 9. Intellectual Property Rights (IPR) and Copyright

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9.1 Hendersons reserves ownership in any IPR and Copyright in any of the Materials provided to Students in providing the Services (including any associated software) and any corresponding resources (**Protected Items**). Nothing in these Terms operate or is intended to deny

Hendersons or its related bodies corporate, or confer on the Customer, the IPR or any other IPR in the Protected Items.

- 9.2 The Customer and Student agree not to infringe Hendersons' copyright in any way.
- 9.3 The Customer must not use or make the Protected Items available to third parties without the prior written consent of Hendersons.
- 9.4 The Customer must only use the Protected Items and any associated IPR for the purposes of the Services provided by Hendersons and only for the specific Student accessing the Services.
- 9.5 The Customer must not use, reproduce, or copy any materials or software associated with the Services, without prior written consent of Hendersons.
- 9.6 If the Customer becomes aware of any actual, threatened, or suspected infringement of the IPR or Henderson' copyright, the Customer must promptly inform Hendersons of the actual, threatened, or suspected infringement.
- 9.7 The Customer shall indemnify Hendersons for and in respect of claims by any third party in relation to Services where such claims arise from, or can be attributed to, the special requirements or specifications of the Customer.
- 9.8 All confidential information, Materials and IPR supplied by Hendersons belong to Hendersons.
- 9.9 The Customer agrees not to disclose any confidential information including the contents of the Materials or practice exams, trade secrets or other matters of a similar nature relating to Hendersons to any third parties except who require the confidential information.

## **10. Privacy**

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- 10.1 In its collection, use and disclosure of the Customer's information, Hendersons will comply with the *Privacy Act 1988* (Cth), including the Australian Privacy Principles contained in Schedule 1 of that Act, the *Privacy Regulation 2013* (Cth) (if applicable) and any other relevant State or territory law which regulates the collection, management, use and disclosure of personal information.

## **11. Liability**

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- 11.1 To the extent permitted by law, the liability of Hendersons arising from or in connection with the Services as agreed and signed by the parties whether in contract, tort, statute or otherwise shall, at the election of Hendersons be limited to:
  - (a) re-supply of all or part of the relevant Services; or
  - (b) payment of an amount enabling the Customer to have the Services supplied again.
- 11.2 To the extent permitted by law, all express or implied warranties by Hendersons are expressly excluded.
- 11.3 In providing the Services, Hendersons has relied on the information provided to it by the Customer, and the Services provided is limited to the matters arising out of the information.
- 11.4 The Customer is responsible for updating Hendersons with any changes to the Customer's information which may affect the provision of the Services.
- 11.5 Hendersons shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of negligence.
- 11.6 Hendersons shall not be liable under any circumstances to the Customer or Student or any third party for any indirect or consequential loss of profit or other economic loss suffered by the Customer or Student howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

11.7 Hendersons makes no promises for the success of any Student's ability to gain entry into a chosen school.

## **12. General provisions**

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12.1 Governing law and jurisdiction:

- (a) these Terms are governed by and construed under the law in the applicable State or Territory; and
- (b) any legal action in relation to these Terms or the Services against any party or its property may be brought in any court of competent jurisdiction in the State of Victoria.

12.2 Third parties

These Terms confer rights only on a person expressed to be a party to it, and not on any other person.

12.3 Further assurances

Each party must execute any document and perform any action necessary to give full effect to these Terms, whether before or after the performance of these Terms.

12.4 Waivers

Any failure by a party to exercise any right under these Terms do not operate as a waiver. The single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

12.5 Remedies

The rights of a party under these Terms are cumulative and not exclusive of any rights provided by law.

12.6 Severability

Any clause of these Terms, which is invalid in any jurisdiction, is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining clauses of these Terms or the validity of that clause in any other jurisdiction.

12.7 Entire Agreement

These Terms, contain the entire understanding between the parties and supersedes all prior communications between the parties.