

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF SERVICE

1. INTERPRETATION

In these Terms:

- 1.1. "Hendersons" means Hendersons Educational Services Pty Ltd - ABN 914 0140 0914 639.
- 1.2. "Customer" means the purchaser of Services from Hendersons.
- 1.3. "Order" means a selection of Services including, not limited to Programs and Packages.
- 1.4. "Program" means a pre-determined selection of service/s provided at a fixed price.
- 1.5. "Student" means the person receiving the Services purchased and paid for by the Customer.
- 1.6. "Services" means all Services provided by Hendersons to the Customer including but not limited to Program/s, packages, Workshops, practice exams, portfolio assistance, interview preparation, tuition, and essay correction services.
- 1.7. "Terms" means these Terms and Conditions of Sale.
- 1.8. "Workshop" means a Hendersons Workshop – a full Workshop whether that be a single day or multi-day Workshop. NB: Each practice exam provided by Hendersons is an individual Workshop for the purpose of these Terms.
- 1.9. "Session" is an individual day of a multi-day Workshop.

2. APPLICATION

- 2.1. No amendment, alteration, waiver or cancellation of any of these Terms is binding on Hendersons unless confirmed by Hendersons in writing.
- 2.2. The Customer acknowledges that no employee or agent of Hendersons has any right to make any representation, warranty or promise in relation to the Services or the Sale of the Services, other than as contained in these Terms.
- 2.3. These Terms and Conditions of Sale supersede and take precedence over any prior Terms and Conditions of Sale of Hendersons, or anything to the contrary contained in any current or former Hendersons document, publication, website etc; or any other advice or general understanding in respect to the Hendersons Terms and Conditions of Sale.

3. PRICES, BILLING AND PAYMENT

- 3.1. Prices are determined at the time of booking your schedule and are subject to change without notice. Once the Service has been paid for, the price shall remain fixed for the Customer and under no circumstances shall Hendersons refund the difference should the price of that service decrease.
- 3.2. Hendersons Services must be booked online via the Hendersons Website, or via our Customer service team on (03) 9813 021414 or Info@hendersons.com.au.
- 3.3. On Completion of the Order, a Tax Invoice and Booking Schedule will be emailed to the Customer. The Tax Invoice will detail the total value of your Order. The Booking Schedule will detail the Individual items within your Order, the scheduled date, time, venue (including online Services) and total payment due.
- 3.4. Invoices are payable within 14 calendar days of Receipt of Invoice. All Services will remain unconfirmed until payment is made and as such can be cancelled without notice.
- 3.5. Program/s will not be subject to any further discounts.

4. CANCELLATION POLICY

- 4.1. If a Customer cancels a Service with less than 14 calendar days' notice, a \$50 administrative fee will be applied. If the service is a multi-day service, then a \$50 administrative fee will be applied to each of those days. No refund is applicable; however, the customer is offered the opportunity to reschedule, and the credit will be held in your account until the end of that financial year at which point the credit will be lost.
- 4.2. Programs must be purchased as one entire unit. Any cancellation of individual Services within a Program will not be refunded. If you change a date of any individual service within a Program, 14 days' notice must

be provided, or a \$50 administrative fee will be charged. If the service is a multi-day service, then \$50 will apply to each of those days.

- 4.3. Requests for cancellation of Services Ordered from Hendersons by the Customer must be made by email: info@hendersons.com.au. To receive a refund more than 14 calendar days' notice must be provided.
- 4.4. No refund will apply to any Session already completed.
- 4.5. No refund will be provided under any circumstances if soft or hard copy materials have already been supplied to the Customer for that service.
- 4.6. Management reserves the right to refund where extenuating circumstances apply. If a medical certificate is requested, it must be completed by a relevant, qualified, and independent Medical Practitioner.
- 4.7. Hendersons reserves the right to change the location, time or teacher of a Session.
- 4.8. Make up sessions are not offered.
- 4.9. Hendersons reserves the right to cancel or re-schedule any Service where there are insufficient Bookings or for any other reasons at the discretion of Hendersons.
- 4.10. If Face to Face Services are not permitted due to Victorian Government Directive alternative arrangements will be investigated and offered as deemed appropriate. Customers will be notified prior to the commencement of class.

5. INDIVIDUAL TUITION

- 5.1. Individual Tuition is available as a full-term package. The term begins the second week of Victorian School Term and completes one week prior. A maximum of **ONE** makeup Session is available if a Session is missed. Prices will vary in accordance with the length of the School Term. Details are available by contacting our tuition team: tuition@hendersons.com.au.
- 5.2. Each tuition Session runs for a set duration of 1 hour as per your schedule. Hendersons accepts no responsibility for any Session starting late and will not extend the Session under any circumstances.
- 5.3. No settlement discount applies to Individual Tuition.
- 5.4. Cancellation of Individual Tuition may be made by a Customer no later than seven calendar (14) days prior to the first Session of a tuition Package for a full refund. Cancellations of the Package or Individual Sessions after that date, will not be accepted and no refunds will apply.
- 5.5. Cancellation of any individual Session will not receive a refund regardless of notice provided. Tuition is a Term package.
- 5.6. Hendersons Tutors are only available to discuss the Student's needs or progress within the 1 hour allocated tuition Session. This generally takes place within the first or last few minutes of a Session.
- 5.7. As a courtesy to the Students' Tutors, Hendersons requests the Customer to advise Hendersons Staff prior to a scheduled Tuition Session if the Student will not be attending that Session via email and phone.
- 5.8. All other Terms of sale also apply.

6. PROGRAMS AND PACKAGES

- 6.1. All Programs are purchased as a single item, no refund will be provided should any singular item within that service be cancelled or if a Student fails to attend.
- 6.2. All other Terms of sale apply.

7. STUDENTS WITH A MEDICAL CONDITION OR INFECTIOUS DISEASE

- 7.1. Hendersons requests Customers refrain from sending their child to a Session when they are too unwell to learn. The teacher of an individual Session has the right to refuse to teach a child, whom they believe is too unwell to proceed. In such circumstances, the parent will be called and will be required to collect their child immediately. For online Sessions, the parent will be called, and a recommendation given that their child discontinue and re-enrol at a later date. No refunds will apply. See item 4.5 for cancellation where a medical certificate has been provided.

- 7.2. Any Customer booking a Hendersons Service for a Student that has a medical condition, or allergy that requires medication, or possible medical intervention, must declare this in writing to Hendersons at the time of the Booking and provide an Action Plan completed by a Medical Practitioner prior to the commencement of any service.
- 7.3. Medications such as an asthma pump and epipen must accompany the Student and be sighted by Hendersons Staff on every occasion that the Student enters Hendersons premises.
- 7.4. Failure to comply with this requirement will result in the Student not being permitted to attend the Session and the Customer will be required to remove the Student from Hendersons premises. No refunds will apply in these circumstances.

8. CUSTOMER OBLIGATIONS

To enable Hendersons to perform their obligations, the Customer and Student must:

- 8.1. Provide Hendersons with any information reasonably required, especially related to a Student's Medical condition.
- 8.2. Keep Hendersons notified of their correct name, postal address, email address and phone number. Multiple contact information is preferred in case of emergency.
- 8.3. In the event that the Student is unable to attend the Session due to unforeseen technical difficulties, please inform Hendersons within 15 minutes from the commencement of the Session. Failure to notify via email will be considered non-attendance and NO refund or reschedule will be available.
- 8.4. Should a Teacher have technical difficulty resulting in a Session starting late, Students must notify Hendersons via email or phone if the delay is longer than 15 minutes and no longer wish to wait for the class to commence. No makeup class or refund will be provided in this instance.
- 8.5. Comply with all statutory requirements – particularly in regards to data protection and confidentiality.
- 8.6. Comply with Hendersons Code of Conduct, which includes, but not limited to the following:
 - Unruly behaviour and/or Class disruption by a Student will not be tolerated under any circumstances. Where a Student breaches the Code of Conduct, the staff member in charge will take action as appropriate. If the matter is deemed serious in nature, it will be escalated to Management and the parent will be contacted and class continuation will be reviewed. In these cases, no refund will be issued to the Customer.
 - Unacceptable conduct or behaviour by a Customer or Student includes, but is not limited to:
 - touching, handling, pushing Students, teachers or administrative staff;
 - physically or sexually engaging with Students, children or others in a manner which is not appropriate and may endanger the health, safety and wellbeing of that person;
 - any form of physical or verbal violence including fighting, assault or threats of violence;
 - any form of cyber bullying or cyber abuse;
 - any form of threatening language, gestures or conduct;
 - language or conduct which is likely to offend, harass, bully or unfairly discriminate against any employee, contractor, volunteer or other;
 - theft, fraud or misuse of Hendersons' resources; and
 - the use of inappropriate or profane words or gestures and images.
 - Customers or Students who breach the Code of Conduct will be contacted by the Management team either via letter (delivered via email), or telephone. Appropriate action may include the immediate cancellation of all service with NO REFUND applied. They may also be banned from re-enrolling any Student in Hendersons Programs in the future and prohibited from entering Hendersons premises and contacting Hendersons staff via any and all means of communication. The seriousness of the breach and the appropriate action is at the absolute discretion of the Executive Management Team.

9. SUPPLIER OBLIGATIONS

- 9.1. Hendersons shall perform the Services with reasonable skill and care and to a reasonable standard.
- 9.2. Hendersons is under no obligation to provide Customers or Students with hard copy materials.
- 9.3. Any materials provided to a Customer via a Document Security Service is only valid until the completion of the Financial Year in which the associated Services were offered.
- 9.4. If your child attends an online Workshop, you will be emailed the presentation slides and a test/worksheet. You are encouraged to print the test or worksheet as the child will need to complete this during class. Printing of the slides is not required as the teacher will be sharing their screen but it is available should you choose to. Students attending a face-to-face Workshop will have both presentation slides and test/worksheet printed for them.
- 9.5. Hendersons also provides Students additional bonus material that they may wish to refer to for revision purposes prior to the real exam. This material is not core content and is not required to be completed during the Workshops. Hendersons provides this material in a protected, non-printable format, via a digital rights management software called 'Digify'. Under no circumstances will you be emailed this material in soft copy. A printed copy can be provided for and additional fee .

10. CONTRACT

The Terms of the Contract are wholly contained in these Terms and any other writing signed by both parties.

11. COPYRIGHT

All Hendersons materials are protected by the Copyright Laws of Australia. All rights are reserved. No material may be reproduced, photocopied or used by any person other than the original Student.

12. FORCE MAJEURE

Hendersons will not be liable for any breach of Contract due to any matter or thing beyond the control of Hendersons (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lock-outs, work stoppages, pandemic or major health event, wars, riots or civil commotion, intervention or public authority, explosion or accident).

13. WAIVER OF BREACH

No failure by Hendersons to insist on strict performance of any of these Terms is a waiver of any right or remedy which Hendersons may have and is not a waiver of any subsequent breach or default by the Customer.

14. NO ASSIGNMENT

Neither the Contract, nor any rights under the Contract may be assigned by the Customer without the prior written consent of Hendersons, which is at Hendersons absolute discretion.

15. SEVERABILITY

If any provision contained in these Terms and Conditions is held by a Court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.

16. GOVERNING LAW

These Terms and the Contract shall be governed by the Law of Victoria and the parties submit to the Courts of Victoria in respect of any dispute arising.

17. LIMITATION OF LIABILITY

- 17.1. Hendersons shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of negligence.



- 17.2. 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.
- 17.3. Hendersons makes no promises for the success of any Student's ability to gain entry into a chosen school.

Registered Business: Hendersons Educational Services Pty Ltd. A.B.N. 96 0140 0914 639.

Terms of sale last updated 1st July 2021.