

WORKSHOPS TERMS AND CONDITIONS

Terms and Conditions

This Agreement is entered into between us and you, together the **Parties** and each a **Party**.

Background

We operate CV and cover letter workshops designed to help you create effective job application documents. We offer both in-person and online workshops (**Workshops**), which will be provided to you in accordance with the terms of this Agreement.

1. Acceptance

- 1.1 You accept these Terms when you sign up to receive the Workshops.

2. Workshops

- 2.1 You may be required to sign up to a website or application (**Platform**) to receive the Workshops.
- 2.2 We will provide the Workshops in accordance with this Agreement, whether ourselves or through our Personnel.
- 2.3 Once you have been provided access to the Workshops, we will use our best endeavours to make the Workshops available at all times.
- 2.4 We will endeavour to provide you with reasonable notice, where possible, of any interruptions to access and availability of the Workshops.
- 2.5 **Recording of Workshops:** We may record online Workshops for future promotional or educational use. By participating in our online Workshops, you consent to being recorded and to our use of the recordings for promotional or educational purposes. If you do not wish to be recorded, please inform us before the Workshop begins.
- 2.6 While we use reasonable attempts to ensure the accuracy and completeness of the Workshops, to the extent permitted by law, we do not warrant the accuracy, completeness or suitability of any of the Workshops. The Workshops are not intended to, and do not, constitute legal, business, immigration, or financial advice. The Workshops contain factual information only,

are not comprehensive and are for general information purposes only.

3. Your Obligations

You agree to:

- (a) comply with this Agreement, our reasonable requests or requirements, and all applicable Laws; and
- (b) provide all assistance, information and permissions reasonably necessary to enable us to comply with our obligations under this Agreement or at Law.

4. Fees

- 4.1 You agree to pay us the fees as set out on our Platform (**Fees**) and in accordance with these Terms. All amounts are stated in New Zealand dollars and are exclusive of GST (unless otherwise stated).
- 4.2 The payment methods we offer for the Fees are set out on our Platform. We may offer payment through a third-party provider. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.
- 4.3 If you fail to make payment of the Fees or any amount payable under these Terms, we may:
- (a) charge interest at a rate equal to the Reserve Bank of New Zealand's cash rate, from time to time, plus 5% per annum, calculated daily and compounding monthly, on any such amounts unpaid 7 days after the relevant date for payment;
- (b) cancel these Terms in accordance with clause 12.2; and/or
- (c) commence proceedings against you and recover from you, our additional costs (including legal costs) in doing so.
- 4.4 You agree that we may set-off or deduct from any monies payable to you under these Terms, any amounts which are payable by you to us (whether under these Terms or otherwise).

- 4.5 We may need to change the Fees from time to time. If we change the Fees, we will provide you with 30 days' notice of the change. After 30 days, we will charge the updated Fees. If the updated Fee is not acceptable to you, you may terminate these Terms in accordance with the clause 12.

5. Cancellation and Refunds

- 5.1 For paid Workshops, the following refund policy will apply:
- (a) If you cancel at least 3 days before the Workshop, you will receive a full refund.
 - (b) If you cancel with less than 3 days' notice, you will receive a credit for a future Workshop or material purchase. the course duration has elapsed.
- 5.2 We reserve the right to cancel or reschedule Workshops. In the event of cancellation, we will provide a full refund of any fees paid.

6. Warranties

- 6.1 You represent, warrant and agree that:
- (a) you have full legal capacity, right, authority and power to enter into this Agreement, perform your obligations under it and to carry on your business;
 - (b) this Agreement constitutes a legal, valid and binding agreement enforceable in accordance with its terms;
 - (c) you will not access the Workshops unless you are at least 18 years old;
 - (d) there are no legal restrictions preventing you from entering into this Agreement;
 - (e) all information and documentation that you provide to us in connection with this Agreement is true, correct and complete;
 - (f) you have not relied on any representations or warranties made by us in relation to the Courses (including as to whether the Courses is or will be fit or suitable for your particular purposes), and you acknowledge that you have agreed to participate in the Courses in reliance on your own investigations and judgement and that you understand the Courses are not an accredited course and we are not an

accredited or registered education institution;

- (g) the Workshops are provided to you solely for your benefit and you will not (or you will not attempt to) disclose, or provide access to, the Workshops to third parties without our prior written consent; and
- (h) any information, advice, material, work and training (including the Workshops) provided by us under this Agreement does not constitute legal, financial, immigration, employment or business advice.

7. Intellectual Property

7.1 As between the Parties:

- (a) we own all Intellectual Property Rights in Our Materials; and
- (b) nothing in this Agreement constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials.

7.2 As between the Parties, ownership of all Intellectual Property Rights in any New Materials or Improvements will at all times vest, or remain vested, in us upon creation. To the extent that ownership of such Intellectual Property Rights in any New Materials and/or Improvements do not automatically vest in us, you agree to do all things necessary or desirable to assure our title in such rights.

7.3 We grant you a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use Our Materials that we provide to you, the New Materials and Improvements, solely for the purposes of your participation in the Workshops.

7.4 In the use of any Intellectual Property Rights in connection with this Agreement, you must not commit any Intellectual Property Breach.

7.5 This clause 7 will survive termination or expiry of this Agreement.

8. Confidential Information

8.1 Subject to clause 8.2, you must:

- (a) keep confidential; and
- (b) not use or permit any unauthorised use of,

- all Confidential Information.
- 8.2 Clause 8.1 does not apply where:
- (a) the disclosure is required by Law; or
 - (b) the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with this Agreement and provided that you ensure the adviser complies with the terms of clause 8.1.
- 8.3 To the maximum extent permitted by law, you indemnify, and continue to indemnify, us against all Liability we suffer or incur arising from or as a consequence of a breach of this clause 8.
- 8.4 This clause 8 will survive the termination or expiry of this Agreement.
- 9. New Zealand consumer laws**
- 9.1 If you are participating in the Workshops for personal use:
- (a) Certain legislation, including New Zealand Consumer Law and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the Workshops which cannot be excluded, restricted or modified (**Consumer Law Rights**). Nothing in this Agreement excludes your Consumer Law Rights as a consumer under the NZCL.
 - (b) You agree that our Liability for the Workshops is governed solely by the NZCL and this Agreement.
 - (c) Subject to your Consumer Law Rights, we exclude all express and implied warranties, representations and guarantees of any kind (whether under statute, law, equity or on any other basis) and all materials, work, goods and services (including the Workshops) are provided to you without warranties, representations and guarantees of any kind, except where expressly provided in this Agreement.
- 9.2 If you are participating in the Workshops for the purposes of trade, the Parties agree that:
- (a) to the maximum extent permitted by law, the Consumer Guarantees Act 1993 and sections 9, 12A and 13 of the New Zealand Fair Trading Act 1986 do not apply to the Workshops or the Agreement; and
 - (b) it is fair and reasonable that the Parties are bound by this Agreement, including this clause 9.1.
- 9.3 This clause 9 will survive the termination or expiry of this Agreement.
- 10. Exclusions to liability**
- 10.1 Despite anything to the contrary in this Agreement, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with:
- (a) your acts or omissions;
 - (b) any use or application of the Workshops by a person or entity other than you, or other than as reasonably contemplated by this Agreement;
 - (c) any goods, materials or items which do not form part of the Workshops (as expressed in this Agreement), or which have not been provided by us;
 - (d) any Third Party Inputs;
 - (e) the Workshops being unavailable, or any delay in us providing the Workshops to you, for whatever reason; and/or
 - (f) any event outside of our reasonable control.
- 10.2 This clause 10 will survive the termination or expiry of this Agreement.
- 11. Limitations on liability**
- 11.1 Despite anything to the contrary in this Agreement, to the maximum extent permitted by law:
- (a) we will not be liable for Consequential Loss;
 - (b) a Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party; and
 - (c) our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to us resupplying the Workshops to you or, in our sole discretion, to us repaying

- you the amount of the Fees paid by you.
- 11.2 Despite anything to the contrary in this Agreement, to the maximum extent permitted by law, you are liable for, and agree to make good, indemnify us and hold us harmless in respect of, any Liability that we may suffer, incur or otherwise become liable for, arising from or in connection with:
- your acts or omissions; or
 - your use of the Workshops or performance of the movements demonstrated.
- 11.3 This clause 11 will survive the termination or expiry of this Agreement.
- 12. Termination**
- 12.1 You may request to terminate these Terms at any time by notifying us via email.
- 12.2 These Terms will terminate immediately upon written notice by a Party (Non-Defaulting Party) if:
- the other Party (Defaulting Party) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
 - the Defaulting Party is unable to pay its debts as they fall due.
- 12.3 Should we suspect that you are in breach of these Terms, we may suspend your access to the Platform while we investigate the suspected breach.
- 12.4 Upon expiry or termination of these Terms:
- If you have paid Fees in advance, you may continue to access the Platform until the end of the period you have paid for.
 - Where we terminate these Terms as a result of your unrectified default, you also agree to pay us our reasonable additional costs directly arising from such termination, including recovery fees.
 - Where termination is due to our breach of these Terms, we agree to refund you for any prepaid unused Fees on a pro-rata basis.
- 12.5 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under these Terms.
- 12.6 This clause will survive the termination or expiry of these Terms.
- 13. General**
- 13.1 **Amendment:** This Agreement may only be amended by a written instrument executed by the Parties.
- 13.2 **Assignment:** You must not assign or deal with the whole or any part of your rights or obligations under this Agreement without our prior written consent (such consent is not to be unreasonably withheld).
- 13.3 **Counterparts:** This Agreement may be executed in any number of counterparts that together will form one instrument.
- 13.4 **Disputes:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree on how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the President of the New Zealand Law Society to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- 13.5 **Email:** You agree that we are able to send electronic mail to you and receive electronic mail from you. You release us from any Liability you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.
- 13.6 **Entire agreement:** This Agreement contains the entire understanding between the Parties, and supersedes all previous

discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter. Without limiting the previous sentence, the Parties agree to contract out of sections 9, 12A and 13 of the Fair Trading Act 1986, and that it is fair and reasonable that the Parties are bound by this clause 13.6.

- 13.7 **Further assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to this Agreement and their obligations under it.
- 13.8 **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under this Agreement if such delay is due to any circumstance beyond our reasonable control.
- 13.9 **Governing law:** This Agreement is governed by the laws of New Zealand. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New Zealand.
- 13.10 **Notices:** Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 13.11 **Online execution:** This Agreement may be executed by means of such third party online document execution service as we nominate subject to such execution being in accordance with the applicable terms and conditions of that document execution service.
- 13.12 **Privacy:** We agree to comply with the legal requirements of the New Zealand Privacy Act 2020 and any other applicable legislation or privacy guidelines.
- 13.13 **Publicity:** You agree that we may advertise or publicise the broad nature of our provision of the Workshops to you, including on our website or in our promotional material.
- 13.14 **Relationship of Parties:** This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

- 13.15 **Severance:** If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement.

14. Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the following meanings:

Agreement means these terms and conditions and any documents attached to, or referred to in, each of them.

Business Day means a day on which banks are open for general banking business in New Zealand, excluding Saturdays, Sundays and public holidays.

Confidential Information includes information which:

- (a) is disclosed to you in connection with this Agreement at any time;
- (b) is prepared or produced under or in connection with this Agreement at any time;
- (c) relates to our business, assets or affairs; or
- (d) relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever you receive that information.

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

Improvements means any development, modification, adaptation or improvement of Our Materials or any New Materials made by or on behalf of either Party, or in respect of

which Intellectual Property Rights are acquired by, either Party during the Term.

Intellectual Property means any domain names, know-how, inventions, processes, techniques, trade secrets or Confidential Information, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

Intellectual Property Breach means any breach by you of any of our Intellectual Property Rights (or any breaches of third party rights including any Intellectual Property Rights of third parties), including, but not limited, to you:

- (a) copying, altering, enhancing, adapting or modifying any of our Intellectual Property;
- (b) creating derivative works from our Intellectual Property;
- (c) providing or disclosing our Intellectual Property to, or allowing our Intellectual Property to be used by, any third party;
- (d) assigning or transferring any of our Intellectual Property Rights or granting sublicenses of any of our Intellectual Property Rights, except as expressly permitted in this Agreement;
- (e) reverse engineering or decompiling any of our Intellectual Property Rights, except where permitted by Law; or
- (f) using or exploiting our Intellectual Property for purposes other than as expressly stated in this Agreement (including, without limitation, using our Intellectual Property for commercial purposes or on-selling our Intellectual Property to third parties).

Intellectual Property Rights means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property.

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any person with the authority to bind the relevant Party in connection with this Agreement or the provision of the Workshops.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise.

New Materials means all Intellectual Property developed, adapted, modified or created by or on behalf of us or you in connection with this Agreement or the provision of the Workshops, whether before or after the date of this Agreement.

NZCL or New Zealand Consumer Law means the consumer laws applicable in New Zealand, including but not limited to, the Consumer Guarantees Act 1993 and the Fair Trading Act 1986, as amended, supplemented or replaced, from time to time.

Our Materials means all work, processes, technologies, materials, information, documentation and Workshops that we may provide to you under this Agreement, and which may contain material which is owned by or licensed to us, and is protected by New Zealand and international laws.

Personnel means any of our employees, consultants, suppliers, subcontractors or agents.

Third Party Inputs means third parties or any goods and Workshops provided by third parties, including customers, end users, suppliers, transportation or logistics providers or other subcontractors which the provision of the Workshops may be contingent on, or impacted by.

Workshops means the Workshops that we agree to provide you access to under this Agreement.

15. Interpretation

In this Agreement, unless the context otherwise requires:

- (a) a reference to this Agreement or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;

- (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (c) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;
- (d) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
- (e) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns and persons substituted by novation from time to time;
- (f) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (g) a reference to time is to local time in New Zealand; and
- (h) a reference to \$ or dollars refers to the currency of New Zealand from time to time.