

# PRIMER-e

## STANDARD TERMS AND CONDITIONS FOR COURSES

### 1 STANDARD and SPECIFIC Terms

- 1.1 These terms and conditions (**Standard Terms**) are the standard terms and conditions on which Quest Research Limited, company number 3214606, trading as PRIMER-e (**PRIMER-e**) provides courses and workshops.
- 1.2 Other terms and conditions (**Specific Terms**) may apply to certain courses, as specified on PRIMER-e's website or in PRIMER-e's course information document or registration form for the specific course, or otherwise notified to you in writing by PRIMER-e prior to you registering for the course.
- 1.3 By registering for a course with PRIMER-e, the signatory to the registration form or the person completing the course registration process on PRIMER-e's website (**you, your**) agrees to these Standard Terms and the Specific Terms (together, the **Terms**).
- 1.4 Where you register for a course acting on behalf of a company or other entity:
- you confirm that you are authorised to, and do in fact, agree to the Terms on that company's or other entity's behalf and that, by agreeing to the Terms on that company's or other entity's behalf, that company or other entity is bound by the Terms; and
  - you and your** includes that company or other entity.

### 2 REGISTRATION

- 2.1 An individual person can register, and you can register an individual person, for a specific course offered by PRIMER-e by:
- returning to the PRIMER-e office a signed registration form for that course; or
  - completing the course registration process on PRIMER-e's website for that course. The information provided to PRIMER-e *via* completing the website's course registration process will be deemed to be equivalent to a signed registration form for that course.
- 2.2 Registration for a given course must be received by the PRIMER-e office no later than the deadline date specified on PRIMER-e's website or on the registration form for that particular course.
- 2.3 A separate individual registration form must be submitted for each person registering, or being registered, to attend the course.

- 2.4 Upon receipt of a signed or online registration form, the nominated individual will be contacted by PRIMER-e to confirm the reservation of their place on the course.
- 2.5 By submitting a signed or online registration form, you acknowledge that you:
- are committed to the payment of the full course fee (plus any associated software costs, if requested), as invoiced; and
  - acknowledge that you have taken full notice of the Terms, including the Standard Terms and Specific Terms, as well as the cancellation and refund policy articulated in clause 4 below.

### 3 FEES

- 3.1 The fees for each course (**Fees**) will be as advised by PRIMER-e in writing, as specified on PRIMER-e's website or in PRIMER-e's course information document or registration form for the specific course.
- 3.2 The Fees exclude GST, VAT, sales tax, and any taxes of a similar nature, which you must pay where applicable, subject to PRIMER-e providing you with a valid tax invoice.
- 3.3 You will be invoiced for the Fees, along with any requested software that you intend to purchase at a discount along with the course registration, directly upon receipt by the PRIMER-e office of your completed and signed or completed online registration form. Any other discounts for which you may be eligible will be applied upon invoicing.
- 3.4 You must pay the Fees:
- within 30 days of the invoice date *or* on the due date shown on the invoice *or* on the last business day prior to the start of the course, whichever is the earliest;
  - in the same currency and amount as shown on the invoice;
  - using one of the payment options shown on the invoice; and
  - in cleared funds without any set off or other deductions.
- 3.5 Where PRIMER-e agrees in writing that you are not required to pay the Fees prior to the commencement of the workshop, PRIMER-e may charge interest on overdue amounts at the rate of 1% per month.

## **4 CANCELLATION and REFUND POLICY**

- 4.1 You, or the registered course participant should notify PRIMER-e immediately of any cancellation in writing.
- 4.2 If cancellation occurs before the deadline date shown on the registration form, the total course Fees will be refunded, less any associated bank fees and administration costs.
- 4.3 If a registered participant is unable to attend the course and is unable to cancel before the registration deadline date, a substitute/proxy individual may be sent to attend the course in their stead. In this case, you, or the registered course participant, must notify the PRIMER-e office directly and provide it with all appropriate registration details for the substitute/proxy.
- 4.4 If a registered participant fails to attend the course (a "no show"), the Fees are non-refundable and you are liable for the full registration Fees.
- 4.5 In the unlikely event that the course itself must be cancelled, PRIMER-e will refund registration Fees in full to you but shall not refund and will not be liable for any additional associated costs, expenses, or losses incurred by you or your participants.

## **5 PARTICIPANT CONDUCT**

- 5.1 During the course, participants must behave in a respectful and considerate manner towards the presenter(s) and all other participants.
- 5.2 Participants must adhere to any safety guidelines and instructions provided during the course.
- 5.3 Where a course is held at a venue other than your premises:
  - a the participant must provide PRIMER-e with their emergency contact information;
  - b the participant must treat the hosts and other staff and students at the venue in a respectful and considerate manner;
  - c the participant must not cause any damage to any part of the venue; and
  - d you are solely liable for any damage to any part of the venue caused by you or your participant and must fully reimburse PRIMER-e or the hosts directly for any damage so caused.
- 5.4 Any participant who engages in disruptive or inappropriate behaviour may be asked to leave the course without a refund.
- 5.5 PRIMER-e accepts no liability for any damage to, loss of or theft of any of your belongings or other items brought to the course by you.

## **6 ON-SITE COURSES**

Where a course is held at your premises, you must provide PRIMER-e's personnel delivering the course, and all external and internal participants attending the course, with:

- a safe access to your premises to provide the course, subject to PRIMER-e's personnel and any internal or external participants complying with your security, health and safety and other applicable policies notified by you to PRIMER-e;
- b all other facilities reasonably required by internal and external participants for them to attend the course; and
- c all other facilities reasonably required by PRIMER-e's personnel to deliver the course.

## **7 INTELLECTUAL PROPERTY**

- 7.1 PRIMER-e (and its licensors) own all intellectual property rights to all materials provided, presented or used by PRIMER-e in connection with a course or workshop, other than materials contributed by you.
- 7.2 You may use any materials provided by PRIMER-e in connection with a course for your own business, academic or personal purposes only. You must not reproduce, publish or deal with such materials in any way for any commercial use.
- 7.3 You may not film or photograph a presenter, a course or any course content without first obtaining express consent by the course presenter and PRIMER-e.
- 7.4 PRIMER-e (and its licensors) may record (video and audio) the lectures, practical sessions, question & answer sessions, or any other component of a course, for purposes of providing the course participants the option to review presented material for their own benefit.
- 7.5 You consent to PRIMER-e creating the (video and audio) recording of the course, in whole or in part, for purposes of review by course participants.
- 7.6 Access to video recordings of courses is provided to participants for their own use over a limited period of time during the course itself and for a period of 4 weeks after the end of the course. Such video recordings, or any part thereof, may not be reproduced, re-filmed, re-recorded, or otherwise utilised for any commercial or other purposes.

## **8 CONFIDENTIALITY**

Each party (PRIMER-e and you, including any individual course participant) must keep any information that is not public knowledge and that is obtained from the other party (including, in PRIMER-e's case, information that is obtained from any participant) either during or in connection with a course confidential, and must not use or disclose that

information to any third party without the prior written consent of the other party except to the extent that:

- a disclosure is required by law;
- b the relevant information is already in the public domain; or
- c it is reasonably required to obtain professional advice.

## **9 WARRANTIES AND LIABILITY**

- 9.1 To the maximum extent permitted by law:
- a PRIMER-e's warranties are limited to those set out in the Terms; and
  - b any implied condition or warranty is excluded.
- 9.2 Where you register for a course for the purposes of trade, the parties agree that:
- a to the maximum extent permitted by law, no consumer protection laws apply to the course or the Terms; and
  - b it is fair and reasonable that the parties are bound by the Agreement, including clauses 9.1 and 9.2.
- 9.3 Where applicable law implies into the Terms a condition or warranty that cannot be excluded or modified by contract, that condition or warranty is deemed to be included in the Terms. However, to the maximum extent permitted by law, PRIMER-e's liability for any breach of that condition or warranty is limited as set out in clauses 9.6 and 9.7.
- 9.4 In providing a course, no person is providing you with professional advice. PRIMER-e is providing training, training materials, templates, supportive ideas and guidance only.
- 9.5 PRIMER-e is not liable in any way for the outcomes or results of any statistical analyses carried out by you or the participant:
- a with PRIMER-e's assistance either during or after a course; or
  - b utilising materials or guidance obtained from a course.

- 9.6 To the maximum extent permitted by law, the maximum aggregate liability of PRIMER-e, whether in contract, tort (including negligence), breach of statutory duty or otherwise, in connection with any course, will not exceed the Fees paid by you for the course.
- 9.7 To the maximum extent permitted by law, PRIMER-e will not be liable for:
- a any travel, accommodation or other costs incurred by you in making arrangements to attend a course;
  - b any loss of profit, data, savings, business, revenue, and/or goodwill, or other indirect, consequential or incidental or special loss or damage of any kind; or
  - c any failure to perform its obligations under the Terms to the extent caused by an event that is beyond its reasonable control.
- 9.8 Nothing in the Terms limits or excludes PRIMER-e's liability for personal injury or death, fraud, or any other liability for which it is unlawful to limit or exclude liability. To the extent PRIMER-e's liability cannot be excluded but can be limited, PRIMER-e's liability will be limited as set out in clause 9.6.

## **10 GENERAL**

- 10.1 The Terms set out everything agreed by the parties relating to the course and supersede and cancel anything discussed, exchanged or agreed prior to you booking the course. The parties have not relied on any representation, warranty or agreement relating to the subject matter of the Terms that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you registered for the course.
- 10.2 Any illegality, unenforceability or invalidity of a provision of the Terms does not affect the legality, enforceability or validity of the remaining provisions of the Terms.
- 10.3 Any variation to the Terms must be in writing and signed by both parties.
- 10.4 The Terms are governed by, and must be interpreted in accordance with, the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with the Terms.