



Terms applying if you enrol for an Academy course

These Terms and Conditions ('Terms') apply to the provision of courses advertised on www.nzawep.co.nz (the '**Website**'). Please read these Terms carefully before enrolling on a course.

For the purposes of these Terms:

- '**we**' and '**us**' means the **Academy** who will provide the Services to you. The Services are provided by the **Academy**.
- '**you**' means the learner receiving the Services;
- '**enrol**' means the process of enrolling for a course and the term "enrolment" shall be construed accordingly. When you enrol this will involve you completing the relevant application forms;
- '**Services**' means (i) the provision of the Course Materials in printed format via Australia Post unless you have requested that the Course Materials be provided in some other format where that option applies; and (ii) the provision of tutorial and other support;
- '**Course Materials**' means the materials required to complete the Course; and
- '**Course Fee**' means the fee payable for the provision of the Services.

1. Provision of the Services

When you enrol for an **Academy** course you will be issued with a learner reference number which will be retained by you throughout your relationship with **Academy**.

We will provide you with access to the Course Materials once you have enrolled. Your Course Materials are delivered in either an offline format or via our Virtual Campus. Distance Learning materials will be dispatched within 48 hours of cleared funds.

Tutorial support will be provided via email and phone and be available during the normal working hours. Your tutor will be allocated to you upon enrolment.



2. Your Right to Cancel the Course

Once you have enrolled for a Course, if you decide that you wish to cancel your enrolment, you may do so provided that:

- you notify us in writing within 7 days of enrolment
- you have not accessed the Course Materials or obtained tutorial support.

3. Quality of the services

We will use reasonable skill and care in the performance of the services. We will provide the services in accordance with the course description which is set out on the Website or which was made available to you when you enrolled.

We do not make any commitment to you that the content of the services will meet any specific requirements that you have (except to the extent that your requirements match the course description which is on the Website or which was made available to you when you enrolled) and we expect you to take reasonable care to verify that the course in question will meet your needs, particularly if you are in receipt of funding in respect of your course. Further, we do not make any commitment to you that you will obtain any particular result from your receipt of the services or that you will obtain any particular qualification from your receipt of the services (unless stated otherwise in the course description on the Website, subject to your successful achievement of that qualification).

All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, statute or otherwise) are hereby excluded to the maximum extent permissible at law.



4. Payment by you of the Course Fee

We reserve the right from time to time to change the amount of the Course Fee. The current Course Fee for any course at any given time will be displayed on the Website or notified to you by our course brochure. In the unlikely event that due to a technical error, the amount of the Course Fee is incorrect, we will notify you as soon as we reasonably can. You will then be entitled to choose between receiving a refund of the monies that you have paid to us (in which case you will not be enrolled on the course) or to pay the balance of the Course Fee to us. :

5. Complaints

In the event that you are not satisfied with any aspect of the services, please contact us by phone.

If, having raised the issue with us, you are still not satisfied; please contact us in writing either via email or post so we may look into the matter further.

6. Our Liability to You

The exclusions and limitations of liability contained in these Terms do not apply to:

- any loss or damage resulting from death or personal injury caused by our negligence;
- loss or damages arising from our fraudulent misrepresentation; or
- any other losses which may not be excluded or limited by law.

We shall not be responsible to you in the event that we cannot provide the Services to you due to an event beyond our reasonable control, which includes (but is not limited to) events such as, fire, flood, storm, strikes or other industrial action, failure of telecommunications services, war, riot, or the actions of any government or public body. In the event that we are prevented from providing the services by such an event, we will take all reasonable steps to try to reinstate the provision of the services to you as soon as is reasonably practicable.



In no event shall we be responsible to you for any loss of profit, loss of earnings, loss of anticipated savings, loss of revenue or loss of goodwill that you may suffer. Further, in no event shall we be liable to you for any indirect or consequential loss that you may suffer.

We are not responsible to you for any data that you lose either (a) as a result of accessing the Course Materials; or (b) during completion of any course via the Website. It is your responsibility to ensure that you regularly save and back up (i) all data which you hold on the computer from which you are accessing the course materials, and (ii) all data that you are inputting when completing the course.

Except where the above applies, our maximum aggregate liability to you for any claim that you may have against us under or in connection with the provision by us to you of the services which is not otherwise excluded in these Terms (including without limitation where such claim arises as a direct result of any negligent technical advice provided by us) shall be limited to the amount of the course fee which has been paid or is payable by you or on your behalf (before such course fee is reduced by the amount of any public funding for which you are eligible).

Each provision of this paragraph shall be construed separately as between you and us. If any part is held by a court to be unreasonable, inapplicable or unenforceable, then the other parts shall still apply.

7. Your Right to Use the Course Materials and your Related Obligations

In consideration of receipt by us of the course fee, we grant to you a non-exclusive, non-transferable license [i.e. not to be used by, or transferred to, another person] for you to use the Course Materials for the sole purpose of non-commercial home or work use in connection with the receipt of the Services. You may not make copies of any Course Materials supplied to you in hard copy format.

Save as expressly set out in these Terms, you may not modify, copy, reproduce, re-publish, upload, post, transmit or distribute in any way any of the Course Materials. Any use of the Course Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of our copyright or our other intellectual



property rights, and / or the copyright or other intellectual property rights of our licensors.

8. General

Subject to the terms of any agreement we conclude with you if you enrol on an **Academy** course, we reserve the right to withdraw all or part of the materials or tutor support at any time.

These Terms are governed by and shall be construed in accordance with New Zealand law. Any dispute arising between us under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the New Zealand courts.

These Terms constitute the entire agreement between us in relation to the provision by us to you of the Services, and they replace and supersede any prior arrangements between us in relation to the Services. You acknowledge that you are not relying on any statement made by us or any of our representatives with regard to the Services other than those expressly set out in these Terms (which includes, for the avoidance of doubt, the description of the Services set out on the Website). Nothing in this Paragraph shall exclude or restrict our liability for fraud or fraudulent misrepresentation.

The agreement between us which is comprised of these Terms is not intended to be for the benefit of any third party, and shall not be exercisable by any other person under the Contracts (Rights of Third Parties) Act 1999 or otherwise.