

Catalyst Training – Terms and Conditions

- 1.1 **Agreement:** These terms and conditions constitute a binding agreement between you (the “Client”) and Catalyst.Net Limited (“Catalyst”) for the provision of courses and other training services (the “Services”) as described in the course schedule: <https://catalyst.net.nz/training/upcoming-training> (the “Course Schedule”).
- 1.2 **Course Schedule:** The Course Schedule is accurate at the time of publication, and Catalyst reserves the right to change it from time to time by publishing a new version on its website. All registered participants and potential participants who have expressed an interest in a given course will be notified of any changes to that course.
- 1.3 **Participation:** All participants must meet any required prerequisites for a course. All courses are subject to minimum numbers of participants registering. Catalyst reserves the right to cancel a course or alter the date of the course (for example, where a course does not have the minimum number of participants required).
- 1.4 **Confidentiality:** Both parties agree that they will not use or disclose to any third party, other than for the purpose of performing their obligations under this Agreement, any confidential information about the other party or any third party. For the purposes of this clause, confidential information includes, but is not limited to information which is, or may be, proprietary or commercially sensitive to Catalyst, the Client or a third party, or concerns the personal or business affairs, arrangements or relationships of Catalyst, the Client or a third party, or the agents thereof, but excludes information which:
 - a. was rightfully in the possession of the disclosing party prior to the commencement of this Agreement;
 - b. is public knowledge (including the information contained in the Course Schedule) or becomes such (otherwise than as a result of a breach of this clause);
 - c. is trivial or obvious; or
 - d. is required to be disclosed at law or by a parliamentary, governmental or judicial process or convention.

2. Payment and Cancellations

- 2.1 **Payment Terms:** The Client must pay the fee defined in the Course Schedule no later than ten (10) business days prior to the commencement of a course. All course costs are exclusive of GST.
- 2.2 **Cancellation by Notice:** The Client may cancel enrolment in a course at any time by providing notice to Catalyst, and will receive:
 - a. a full refund, where the cancellation is made at least ten (10) business days prior to the commencement of the course;
 - b. a refund of half of the course fee, where the cancellation is made between five (5) and ten (10) business days prior to the commencement of the course; or
 - c. no refund, where the cancellation is made less than five (5) days prior to the commencement of the course.

- 2.3 **Cancellation by Catalyst:** The Client will receive a full refund of any fees for a course which has been cancelled by Catalyst, or which has been rescheduled by Catalyst where the Client cannot attend either on the rescheduled date or an alternative date.
- 2.4 **Default:** In the event that any fees remain unpaid after the due date specified in the relevant invoice, and no alternative payment arrangement has been agreed between Catalyst and Client:
- a. interest will be payable on the outstanding fee at a rate of 3% per month; and
 - b. Catalyst will be entitled to recover from the Client all debt recovery costs, including any legal costs at the full solicitor-client rate and any disbursements including all costs incurred by Catalyst using a debt recovery agency.
- 2.5 **Substitution:** Course participants may be changed provided that the new participants meet the relevant course's prerequisites.

3. Privacy

- 3.1 Any personal information that we collect or store will be done so in accordance with Catalyst's privacy policy, the Privacy Act 2020 and other applicable law.
- 3.2 The Client agrees that Catalyst may, from time to time, send the Client communications about current and upcoming training courses that Catalyst believes the Client may be interested in. The Client may opt out of receiving these emails at any time.

4. Attendance

- 4.1 **Behaviour:** The Client warrants that in the context of receiving the Services it will:
- a. act in accordance with the laws of New Zealand;
 - b. follow Catalyst's reasonable instructions;
 - c. not attempt to circumvent any security protocol or access restriction put in place by Catalyst; and
 - d. use Catalyst's premises, systems and resources only to the extent necessary for the purpose of receiving the Services.

5. Liability

- 5.1 **Indirect Damages:** Catalyst shall not be liable to the Client for indirect or consequential loss or damages (including but not limited to loss of business profits, business interruption, loss of business information, data, goodwill or other non-pecuniary loss) arising out of or in connection with this Agreement or the provision of the Services, whether arising from negligence, breach of contract or otherwise.
- 5.2 **Maximum Liability:** The maximum aggregate liability of Catalyst for all lawfully limitable claims under this Agreement (whether arising from negligence, breach of contract or otherwise) shall be an amount equal to the total fees paid by the Client under this Agreement during the calendar year in which the claim is made.
- 5.3 **Indemnity:** The Client agrees to defend, indemnify and save Catalyst, its affiliated and subsidiary corporations, its officers, directors, employees, agents, successors, shareholders and assigns

harm from and against all liability, loss, expense, fines, penalties, or damages (including legal costs) to the extent that such claim arises out of or is in any way connected with the non-performance or breach of any obligation imposed on the Client by this Agreement or other general laws and obligations or by reason of and to the extent of the fraud, negligence or wilful misconduct of the indemnifying party or any agent or employee of the indemnifying party.

- 5.4 **Disclaimer:** Catalyst makes no representations and gives no warranties, guarantees or undertakings concerning its performance of the Services, except as expressly set out in this Agreement. Other warranties, express or implied, by statute or otherwise (including but not limited to the warranties of merchantability, fitness for a particular purpose, and satisfactory quality) are excluded from this Agreement. The parties intend this clause 5.4 to apply only to the maximum extent permitted by law: it is not intended to exclude the application of the Consumer Guarantees Act 1993 or similar law where Catalyst is providing the Services to consumers.

6. General

- 6.1 **Contact Details:** Catalyst may be contacted at:

Catalyst.Net Limited

Level 6, 150-154 Willis Street, Te Aro, Wellington 6011, New Zealand

PO Box 11053, Manners Street, Wellington 6142, New Zealand

+64 (0) 4 499 2267

training@catlyst.net.nz

- 6.2 **Governing Law:** This Agreement shall be governed by the laws of New Zealand and the courts of New Zealand shall have exclusive jurisdiction to hear and determine all issues that may arise under or in relation to this Agreement.
- 6.3 **Force Majeure:** Neither party to this Agreement will be liable for any act, omission, or failure to fulfil its obligations under this Agreement to the extent that such act, omission or failure arises from an event outside of that party's reasonable control. The affected party will will notify the other party in writing of the reasons for its failure to fulfil its obligations, and use reasonable endeavours to avoid or remove the cause of its failure to perform those obligations.
- 6.4 **Survival:** Clauses 1.4, 2, 3, 5 and any other clause that by its nature should survive the termination of this Agreement shall remain in full force and effect following that event.
- 6.5 **Waiver:** No waiver or indulgence by a party to this Agreement shall be binding upon the parties unless in writing. No waiver of a breach of any term or condition of this Agreement shall operate as a continuing waiver unless so expressed in writing, nor operate as a waiver of another breach of the same or any other term or condition of this Agreement.
- 6.6 **Severability:** In the event that any term, condition or provision contained herein is determined to be invalid, unlawful or unenforceable, this Agreement shall be deemed amended by modifying such a provision to the extent necessary to make it legal and enforceable while preserving its intent. If it is not possible, another provision that is legal, enforceable and that achieves the same objective shall be substituted. The remainder of this Agreement will be binding on the parties.
- 6.7 **Entire Agreement:** This Agreement sets out the entire agreement and understanding of the parties and supersedes all previous representations, understandings or arrangements, whether written or oral, relating to its subject matter.