

# Executive Education Terms and Learner Agreement

## Background

- A. Whakangungu Ngaioatanga | Executive Education is a department of Te Kura Umanga, Te Whare Wānanga o Waitaha | UC Business School, University of Canterbury (**UC, we, our, us**).
- B. Executive Education provides a range of short courses, continuing professional development (**CPD**) courses for individuals and employers (**you, participant**), and bespoke programmes for businesses and organisations (**Course/s**).
- C. UC recognises that professional development is a critical component of the growth and success of businesspeople in today's fast-paced and ever-changing business environment. As such, UC expects all attendees of its Courses to conduct themselves in a professional and appropriate manner at all times.

## Agreement

- D. This Learner Agreement (**Agreement**) governs the relationship between you and UC. You acknowledge and agree that the following terms and conditions form part of the agreement between you and UC for the UC Executive Education Courses that you have registered to attend.
- E. By registering for or participating in a Course (including any short course, CPD course, or micro-credential), you agree to the terms of this Agreement.

## Subscriptions

- F. If you have agreed to subscribe to our Courses, then this Agreement applies during the entire term of your subscription and in the case of organisations – to every person that you send on one of our Courses. UC offers two subscription options, which offer value for money and excellent course offerings to organisations.
- G. A subscription gives individuals, organisations, and their teams the freedom to book and attend as many Courses as they want within the respective subscription period, subject to the maximum number of permitted attendees. Subscriptions also provide organisations with business certainty regarding budgeting for annual professional development.

**1. Respectful Behaviour:**

- 1.1 You must show respect to all individuals on UC's Campuses, including faculty members, staff, students, contractors, and fellow attendees. This includes refraining from any behaviour or language that could be deemed offensive, or discriminatory on the basis of race, gender, sexual orientation, religion, or any other characteristic protected by law.

**2. Directions:**

- 2.1 While attending any Course, you must comply with and follow the reasonable directions of UC's staff, while on UC Campuses, and comply with all applicable UC policies, such as, our Campus Drug and Alcohol Policy, Smokefree Policy, Health, Safety and Wellbeing Policy, Internet Usage Policy, and Prevention of Harassment and Bullying Policy, which may be updated from time to time.

**3. Registrations / Bookings:**

- 3.1 By registering for a Course, you confirm that you have determined that the Course is suitable for you by reading the details provided on the Course description and information page (as applicable), including the outlined Course content. UC makes no warranties and/or representations to you that the Courses will be suitable for your individual or business purposes, and before registering, you must satisfy yourself that the Courses are suitable.
- 3.2 You understand that your registration may not be accepted unless you pay the relevant fees in accordance with this Agreement.
- 3.3 You acknowledge and agree that you will not:
- a) receive academic credit from UC for taking a Course;
  - b) receive an official academic transcript from UC; or
  - c) be entitled to access or use of any resources or to receive any benefits or privileges at UC, beyond the Courses that you have registered in.

**4. Subscriptions:**

- 4.1 This clause only applies to organisations entering a subscription for the Courses on behalf of the organisation and individuals purchasing a subscription. The following subscriptions are available for organisations and individuals to purchase:
- a) 12-month subscription – from 1 January to 31 December or 1 July to 30 June; or
  - b) 6-month subscription – from either 1 January to 30 June or 1 July to 31 December in each respective yearly period.
- 4.2 If you purchase a subscription individually or for your organisation, then the subscription fees payable are recorded in the relevant Subscription Schedule to this Agreement. The subscription fees are non-refundable, and in the case of organisations, the number of attendees permitted under a subscription is limited to the amount specified in the relevant Subscription Schedule.

**5. Health and Safety:**

- 5.1 While present on UC Campuses, you must always comply with the Health and Safety at Work Act 2015. By entering into this Agreement, you agree to abide by our Health, Safety and Wellbeing Policy, which can be found here - [Health, Safety and Wellbeing Policy \(canterbury.ac.nz\)](https://www.canterbury.ac.nz/health-safety-and-wellbeing-policy), as updated from time to time.

**6. Intellectual Property:**

- 6.1 The content in Courses is protected by copyright laws. All Course materials, including any texts, video, images, examinations and other instructional materials provided are for your personal, non-commercial use, in connection with those Courses only. Except where expressly permitted by UC, you must not transfer, retransmit, distribute, publish, commercially exploit or create derivative works of the Courses, or their content.
- 6.2 All rights in Courses and their content, if not expressly granted, are reserved by UC (and/or its third-party licensors, where applicable). Certain reference documents, digital textbooks, articles and other information may be made available to you with the permission of third parties, and use of that third party material may be subject to certain rules and conditions, which we will post along with the material, or otherwise inform you about.

## **7. Fees and Payment:**

- 7.1 You (or the third party funding your participation in the relevant Course) must, by the relevant due date, pay the full amount of the Course fees and any other applicable charges or expenses. You acknowledge that short courses, CPD courses and micro-credentials are not eligible for a Studylink Student Loan and/or Student Allowance.
- 7.2 All payments must be made by the due date.
- 7.3 If any amounts are not paid by the due date, you acknowledge and agree that you are not entitled to participate in the relevant Course(s) and UC has the right to cancel or suspend your registration for or participation in the Course. You also agree to reimburse UC for all reasonable third-party legal fees and/or collection costs incurred by UC in recovering any overdue amounts from you.
- 7.4 If a third party is funding your participation in a Course under a third-party scholarship, the payment of fees is made directly between the third party and UC, and any statement of fees you may receive is for your reference only. If you register (or UC registers you) under the assumption that the third party is funding your participation in the Course, and a third party is not funding you, then UC reserves the right to charge you the full cost of the Course, including any reasonable ancillary costs and expenses, and you will be liable to pay these in full.
- 7.5 All fees are in New Zealand Dollars (NZD) and the amount you are charged in any other currency will be determined by the exchange rate provisioned through the payment portal and your payment provider (e.g. Credit Card company).
- 7.6 You acknowledge that UC reserves the right to charge any additional taxes payable in New Zealand or in the country of study, if required by any relevant legislation.
- 7.7 You are responsible for your own costs incurred in participating in the Courses, for example, your internet connection, technology devices, and the costs of any additional materials.

## **8. Withdrawals, Refunds and Cancellations:**

- 8.1 A written notification of withdrawals or substitutions must be sent via email to UC's Business School Executive Education Team at: [execed@canterbury.ac.nz](mailto:execed@canterbury.ac.nz)

## **9. Substitutions:**

- 9.1 Participants who have registered for a place on a Course may be substituted at no extra charge, where at least two business days' notice is given prior to the Course start date, via email to [execed@canterbury.ac.nz](mailto:execed@canterbury.ac.nz).

## **10. Cancellations:**

10.1 UC reserves the right to cancel any Course for any reason. Course fees are fully refundable for Courses cancelled by us. However, UC will not be responsible for other expenses, including but not limited to airfares, accommodation, or any other associated costs incurred by participants.

## **11. Refunds:**

11.1 No refund will be given where the participant fails to attend the Course, or if the participant withdraws from the course part of the way through for any reason. Any cancellations received less than 10 business days from the Course start date are subject to the penalty fees recorded at clause 12 below) excluding GST as detailed below. Where a cancellation is received 15 or more days before the Course start date, a full refund will be made (minus booking fees, where booked via Humanitix, which is UC's booking platform provider). All subscriptions purchased, whether by an organisation or an individual are non-refundable.

## **12. Notification Received:**

- a) 15 or more days: A full refund will be provided, minus any booking fees, where booked via Humanitix
- b) 8 – 14 days: 50% of Course fee, minus any booking fees, where booked via Humanitix
- c) 7 days or less: no refund is payable.

## **13. Our Obligations:**

13.1 UC will use its reasonable endeavours to provide the Courses to a professional standard, and to act reasonably and fairly in exercising its powers under this Agreement.

13.2 If UC receives information that causes concern about your engagement or progress in the Courses, or if UC believes your health and safety, or the safety of others is in jeopardy, then you acknowledge and agree that UC may contact your nominated/emergency contact person (if applicable), the New Zealand Police, or other relevant person or agency.

13.3 UC may make changes to its Courses, (including the offering, content, fees, or timing for delivery of Courses). UC will give you reasonable notice (having regard to the circumstances) of these changes.

## **14. Privacy:**

14.1 You agree that UC may collect, use, retain and disclose personal information about you in accordance with the privacy statements available at: [www.canterbury.ac.nz/privacy](http://www.canterbury.ac.nz/privacy), the UC Privacy Policy, the UC Privacy Declaration, and the Privacy Act 2020.

## **15. Disputes:**

15.1 We must both attempt to settle any dispute under this Agreement quickly, amicably and in good faith.

15.2 If any dispute cannot be resolved within 15 business days of it being notified, then either party may refer the dispute to mediation. The date, terms and rules of the mediation will be decided by the President of the New Zealand Law Society.

## **16. No Warranty or Representation:**

16.1 UC provides Courses in good faith but gives no warranty and/or representation that the Courses or micro-credentials and their content are accurate, complete or up-to-date, or that they will meet your personal or business requirements, nor that content is non-infringing.

16.2 UC accepts no responsibility or liability for your use of Courses and their content, and your use is entirely at your own risk. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs through any of our platforms, we accept no liability for viruses or malicious programs.

16.3 If you do not, or cannot, comply with the requirements of this Agreement, UC may terminate this Agreement and your registration in any Course(s).

#### 17. Liability:

17.1 To the maximum extent permitted by law, UC's liability to you is limited to the greater amount of:

- a) an amount equal to the fees (if applicable) that you have paid for your Courses; or
- b) NZD \$1,000.

17.2 Neither you or UC is liable to the other (in contract, tort (including negligence) or equity) for any damages of any kind arising out of or in connection with this Agreement that are indirect, special or consequential (including loss of opportunity, loss of future earnings or loss of reputation).

#### 18. General:

18.1 Certain provisions in this Agreement shall continue to apply after your Course or registration has come to an end. These include the following clauses Intellectual Property, Fees and Payment, Withdrawals, Refunds and Cancellations, Privacy, and General.

18.2 This Agreement is subject to and governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts.

### **2023/2024 Subscription Schedule**

**Individual Subscription** – attend an unlimited number of courses.

<b><i>For one named individual</i></b>	<b><i>6 month subscription (ex GST)</i></b>	<b><i>12 month subscription (ex GST)</i></b>
<i>e.g. John Smith</i>	\$3500	\$5950

**Corporate Subscription** – select anyone from your team to attend, up to a maximum of 3 participants can join an unlimited number of courses.

<b><i>Number of Attendees Subscribed</i></b>	<b><i>6 month subscription (ex GST)</i></b>	<b><i>12 month subscription (ex GST)</i></b>
1	<u>\$5850</u>	<u>\$5950</u>
2	<u>\$9250</u>	<u>\$14500</u>
3	<u>\$15000</u>	<u>\$22190</u>