

TERMS AND CONDITIONS

These terms and conditions (“the **Terms**”) apply to Training Courses provided by Burswood Information Solutions Limited (BIS) (“**us**”) to the attendee (“**you**”).

You acknowledge that in viewing, booking and/or making payment (in part/full) of a Training Course Fee you are agreeing to these Terms.

KEY DEFINITIONS

- **Training Course**, unless expressly stated otherwise, means all training courses held worldwide by BIS, including but not limited to pre-recorded webinars, videos, self-paced courses, web-based training, classroom training and onsite training (held at your premises).
- **Training Course Fee** or the **Fee** means the fee payable by an Attendee for attendance on the Training Course.
- **BIS** means Burswood Information Solutions Limited, which is a registered New Zealand entity.
- **Attendee** means the company/person responsible for the Fee (where payable) and/or anyone who attends/accesses a Training Course.
- **Written notice** means:
 - Where you are giving notice, in writing by email to training@bursol.co.nz or
 - Where we are giving notice, in writing by email to the email address submitted by you in your Training Course registration.

BOOKING PROCEDURE

You can book/access Training Courses online via **the BIS [web site](#)** or by contacting training@bursol.co.nz.

CONFIRMATION & PAYMENT

With the exception of onsite training (where the Fee is payable on the date stated on the invoice), all other Training Courses will require full payment of the Fee (as per the payment instructions provided to you) at least **10 days** before the Training Course start date to confirm your place. Subject to availability of places and payment being received, we will send you a Training Course confirmation.

Attendance on the course will not be confirmed until payment has been received and processed.

For late registrations on all web-based Training Courses, we will allow full payment of the fee 1 day before a Training Course starts on the basis that this is paid via credit card and places are available.

DISCOUNTS

We reserve the right to offer discounts on the Fees on any basis we see fit.

CANCELLING OR TRANSFERRING YOUR TRAINING COURSE

You may cancel or transfer your confirmed Training Course to another Training Course provided that you give us written notice. Any notice given:

1. **Not less than 10 days** prior to the confirmed Training course start date will entitle you to a full refund (for cancellations) or full credit (for transfers) of your Fee.
2. **Between 5 and 10 days** prior to the confirmed training course start date may, at our discretion, be subject to 50% forfeiture of your Fee with the remaining 50% being refunded (for cancellations) or credited (for transfers) to you.

3. **Less than 5 days** prior to the confirmed training course start date may, at our discretion, be subject to 100% forfeiture of your Fee. For the avoidance of doubt, non-attendance without prior written notice will be treated in the same way.

If you elect to transfer a Training Course and there is a difference in cost between the confirmed Training Course and the new Training Course, you will be charged/refunded accordingly (after taking into account any credit owing to you).

You may transfer your confirmed Training Course to another attendee at any time by providing written notice.

We reserve the right to cancel a Training Course for any reason at any stage. Should cancellation occur we will give you the option of a full refund (for cancellations) or full credit (for transfers) of the Fee.

However, please note that we take no responsibility for any direct/indirect costs you may have personally incurred in relation to the Training Course including, but not limited to, your travel and accommodation expenditure.

LIABILITY

To the maximum extent permitted by law, we exclude all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise for any negligence, misconduct or lack of skill in delivering any Training Course.

Our total liability to you arising directly or indirectly from the delivery of a Training Course regardless of the form of action giving rise to such liability (whether in contract, tort (including negligence), or otherwise) shall not exceed the amount actually paid by you for a Training Course. The Training Courses are delivered on an "as is" basis without any warranty, whether express or implied and we specifically disclaim any warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by law.

NOTICE

Written Notice will be deemed to have been given on transmission.

PRIVACY OF INFORMATION

For the avoidance of doubt, we maintain a privacy policy that sets out the parties' obligations in respect of personal information. You should read that BIS Privacy [policy](#) and you will be taken to have accepted that policy when you accept these Terms.

PREPARATION AND CONDUCT AT A TRAINING COURSE

You agree to comply with all regulations and procedures established and communicated for a Training Course.

We rely on you to be adequately prepared for the Training Course to get the maximum benefit out of it. Moreover, with specific regard to onsite training, where we have advised you of such, we will rely on you to provide certain items necessary to conduct the Training Course, including but not limited to an adequate training area, internet access and technology (where applicable) and any other relevant equipment. We will not be held accountable for any loss of benefit/lack of effectiveness in our Training Course (including delays and cancellations) owing to a lack of preparation of your behalf.

We reserve the right to exclude you from attending any course due to disorderly conduct or failure to observe any of our rules of participation. No refund/transfer of fees shall be paid/credited to you in such circumstances.

For onsite training, you are requested to come to the training site 30 minutes before the start of a Training Course. You shall remain responsible for your activities and behaviour while attending a Training Course and you will be liable to pay for any damage that is caused by you to any property belonging to us.

TRAINERS

We may use our own employees or third parties to provide Training Courses, as we deem appropriate. All our trainers will meet the necessary criteria to fulfil any obligations we have to our 3rd party supplier organisations.

COMPLAINTS

If you are not happy with any element of the Training Course, please contact us on training@bursol.co.nz.

GOVERNING LAW

If the Training Course is being offered in/from New Zealand then the laws of New Zealand will govern these Terms and you submit to the exclusive jurisdiction of the courts of New Zealand for all disputes arising out of or in connection with these Terms. If the Training Course is being offered in/from Australia then the laws of Australia will govern these Terms and you submit to the exclusive jurisdiction of the courts of Australia for all disputes arising out of or in connection with these Terms.