

## Terms and Conditions for NZ Textile Experiences (“NZTE”)

### **1. General**

- a. By using the NZTE website, you confirm that you have read, understood and agree to these Terms and Conditions.
- b. All Participants in a workshop facilitated by NZTE must be over 18 years of age at the date of commencement of the workshop.
- c. All prices advertised via NZTE are given in New Zealand dollars and are inclusive of GST unless otherwise stated.
- d. NZTE reserves the right to review these Terms and Conditions at any time.
- e. All Participant communications must be directed to our email address at [info@nztextileexperiences.co.nz](mailto:info@nztextileexperiences.co.nz).
- f. A failure by NZTE to exercise any right under these Terms and Conditions is not a waiver of, or variation to, that right.
- g. Workshop Bookings will be accepted via the NZTE website and may if acceptable to NZTE be accepted via direct email enquiry. However, places will not be guaranteed until payment is received in full. All Participants must pay the registration fee prior to the start of the workshop and Participants are also advised to have a copy of their payment slip when arriving at their workshop.
- h. Workshops advertised on the NZTE website are subject to availability and Workshop Bookings are not finalised until email confirmation is sent by NZTE confirming the booking.
- i. NZTE shall not be liable in any way to you or be deemed to be in breach of these Terms and Conditions if the Workshop Provider fails to supply the services ordered by you as a result of anything outside of NZTE’s reasonable control.

### **2. Limitation of Liability**

- a. On the NZTE website, Participants have the ability to book workshops with selected Workshop Providers (“**Workshop Providers**”) approved by NZTE.
- b. The result of this process is that the booking will be made directly with the Workshop Providers and not with NZTE. Participants acknowledge that NZTE is not the Workshop Provider or the contractual party for the Participant, but is merely a means of providing the technical connection between the Participant and the Workshop Providers.
- c. By making a booking via NZTE, Participants agree to be bound by the terms and conditions of that particular Workshop Provider and attendance and participation in the Workshop will be subject to the terms and conditions of that Workshop Provider.
- d. While all efforts have been made by NZTE to procure that Workshop providers meet their obligations to you (as provided in the description of the workshop on the NZTE website), other than the obligations of NZTE outlined in these Terms and Conditions, NZTE has no obligation to the Participants relating to the quality or fitness for purpose of the Workshop and no warranty is given in this regard.
- e. Except to the extent required by law, NZTE will not be liable to you for any loss, damage or expense you may suffer or incur in connection with the Workshop providers provision of services to you, and in any case, the liability of NZTE will be limited to the actual direct damages suffered by you and will under no circumstances exceed the price of the work shop booked by you.
- f. NZTE does not accept any liability for damages of any nature sustained by Participants, or loss of, or damage to their personal property as a result of the Workshop. In the event of industrial disruption or other unforeseen circumstances, NZTE accepts no liability for loss of monies incurred by Participants. Workshop Participants should make their own arrangements

with respect to personal insurance and NZTE strongly recommends that all visitors to New Zealand take out travel insurance to cover expenses in case of unforeseen circumstances.

- g. NZTE does not accept any liability for healthcare and ambulance services during a Workshops. NZTE accept no responsibility of any nature whatsoever for personal injury, death, loss or damage to property or participants however caused or arising.

### **3. Payment**

- a. Bookings and Registration Fees for Workshop Bookings will be accepted via PayPal on the NZTE website. However, as outlined above, places will not be guaranteed until payment is received in full. All Participants must pay the registration fee prior to the start of the workshop. Participants are also advised to have a copy of their payment slip when arriving at their workshop.
- b. If Participants have a New Zealand bank account, payments will be accepted by direct credit to the NZTE bank account number which will be made available upon request. However, as outlined above, places will not be guaranteed until payment is received in full. All Participants must pay the registration fee prior to the start of the workshop. Participants are also advised to have a copy of their payment slip when arriving at their workshop,

### **4. Cancellation and Refund Policy**

- a. Due to the small number of Participants in the Workshops, NZTE are unable to facilitate refund payments if Participants do not attend a booked Workshop or do not give the minimum required notice requesting a change to the date of the booked Workshop.
- b. The following timeframes apply to all cancellations:
  - i. If the Participant cancels their Workshop Bookings at least 30 days prior to the commencement date of the Workshop, the Participant will be refunded in full less a booking admin fee of 20% of total workshop fee and any transaction fees paid at the time of Workshop Booking or that NZTE have paid on behalf of the Participant.
  - ii. If the Participant cancels their Workshop Bookings within 30 days prior to the commencement date of the Workshop no refund will be given.
  - iii. Notwithstanding the above, if a Participant needs to cancel their Workshop Booking within 30 days prior to the commencement date of the Workshop, NZTE will work with Participants to try to book an alternative Workshop with the same Workshop Provider on another date (if possible). If it is not possible to make alternative bookings, no refund will be given.
- c. If for reasons beyond the Participants or NZTE's control a booked Workshop is not able to go ahead for whatever reason then NZTE will work with Participants to try to book an alternative Workshop with the same Workshop Provider on another date (if possible). If it is not possible to make such alternative Bookings, then a full refund will be provided to the Participants.

### **5. Workshop Attendance**

- a. If Participants have any special needs, requirements, conditions, or injuries, which may impact or affect the Participants ability to participate in any booked Workshop, the Participant must contact NZTE prior to the Booking so that NZTE can liaise with the Workshop Provider to ensure such special needs can be catered for by the Workshop Provider, and to ensure that participation, safety, and enjoyment of the Workshop is achievable. If through consultation with the Workshop Provider it becomes clear that such special needs or requirements cannot be catered for, the Participant will be advised and given the option of booking into an alternative Workshop that can cater for such special needs or requirements, or alternatively, a refund (in the event that payment has already been made).
- b. Workshops will commence on or near to time so please ensure you are punctual in arriving to avoid missing any part of the Workshop. Any parts of a Workshop that have been missed due to late arrival may not be able to be repeated.

- c. All Participants are required to follow the rules and guidelines provided by the Workshop Providers. This includes complying with all workplace health and safety processes and procedures, including but not limited to using or wearing any safety clothing and/or equipment.

## **6. Complaints Procedure**

- a. If you have any problems, questions, concerns or a complaint on the day of your Workshop, please bring this to the Workshop Provider's attention on the day of the Workshop in the first instance so that any issues may be addressed immediately where possible.
- b. If you are not able to resolve the problem directly with the Workshop Provider, contact NZTE at [info@nztextileexperiences.co.nz](mailto:info@nztextileexperiences.co.nz)
- c. At the conclusion of the Workshop there will also be an opportunity to provide your written feedback on the NZTE workshop feedback form.

## **7. Privacy**

- a. In registering for Workshops, relevant details (usually including full name, email address, telephone numbers, and emergency contact information) will be incorporated into a participant list for the benefit of all Workshop Providers and other Participants.
- b. From time to time we take photographs during the workshop of participants. These photographs are used for NZTE promotional purposes only including online and print. As a condition of enrolment your consent is implied. Should you not wish us to take and use photographs of you please notify us in writing prior to commencement of the workshop.
- c. Participants acknowledge in agreeing to these terms and conditions that NZTE may use these details to inform Participants of workshop updates or future workshops via email. Participants are responsible for advising NZTE if they do not wish to have their email address included in NZTE distribution lists for future events.

## **8. Copyright / Intellectual Property Rights**

- a. From time to time we take photographs during the workshop of participants artworks. These photographs are used for NZTE promotional purposes only including online and print. As a condition of enrolment your consent is implied. Should you not wish us to take and use photographs of your works please notify us in writing prior to commencement of the workshop.
- b. NZTE retains the copyright for all design, photographs, features, systems, logos and other trademarks associated with this Website. The unauthorised use, or misuse of the Website is strictly prohibited.
- c. You may not copy, sell, transfer, distribute, modify, transmit or modify this Website without the permission of NZTE.
- d. We may update or modify these terms from time to time and without notice in our sole discretion. Any new Terms will be published on the Web Site and will be effective from the date of publication. Your continued access to, use of, booking and/or browsing on this Website shall be deemed to be your acknowledgement that you agree with any updated or modified Terms and Conditions.