

The Hospitality Company Education Limited's Terms and Conditions

By purchasing a Subscription Plan or Individual Course Materials from The Hospitality Company Education Limited (**The Hospitality Company**), you (**you, your**) acknowledge and agree to the following Terms and Conditions.

1. Course Materials

- 1.1 The Hospitality Company will make available the Course Materials to you on either:
- (a) a Subscription Plan basis; or
 - (b) for purchase as, Individual Course Materials.
- 1.2 The Course Materials will be made available via access from The Hospitality Company's Website. You are responsible for all hardware requirements to access the Website.

2. Fees

- 2.1 You will pay:
- (a) the Subscription Fees; or
 - (b) the one-off fee (if purchasing Individual Course Materials),
- as stated on the Website of The Hospitality Company.
- 2.2 The Hospitality Company reserves the right to increase the Subscription Fees at the start of each Billing Period.
- 2.3 Any changes to the Subscription Fees will be notified to you via email giving at least 7 days' notice.

3. Charges and Payment

- 3.1 The Hospitality Company will invoice Subscription Fees in advance.
- 3.2 Payment must be made on or before the due date by authorised automatic charges or direct debits to your credit card or bank account to an account advised by The Hospitality Company. You authorise The Hospitality Company to charge you the Subscription Fee automatically in accordance with your Subscription Plan.
- 3.3 If you are using a debit or credit card to set up payments under a Subscription Plan, you represent and warrant that you are authorised to use the card, and all charges may be billed to that card and will not be rejected. The Hospitality Company reserves the right to retry the card details you provided to The Hospitality Company in the instance of failed payment.
- 3.4 If The Hospitality Company does not receive payment when due for any reason, then without prejudice to any of The Hospitality Company's other rights and

remedies The Hospitality Company may, without liability to you:

- (a) disable access to your Subscription Plan and/or
- (b) cease to provide any of the Course Materials; while the invoice(s) concerned remain unpaid.

3.5 All amounts stated on the Website are:

- (a) exclusive of all applicable taxes, levies and duties (if any) and inclusive of GST; and
- (b) unless otherwise stated, specified in New Zealand dollars.

4. Intellectual Property

- 4.1 The parties acknowledge and agree that:
- (a) the Course Materials constitute Intellectual Property owned by The Hospitality Company;
 - (b) any material developed or created by The Hospitality Company in connection with the Course Materials is owned by The Hospitality Company;
 - (c) you may not modify, adapt, enhance or develop any of the Course Materials or Intellectual Property owned by The Hospitality Company.
- 4.2 Upon purchase of a Subscription Plan or a one-off purchase of Individual Course Materials, The Hospitality Company grants you a non-transferrable, non-exclusive license to utilise the Course Materials.
- 4.3 Clause 4.2 is subject to your ongoing payment for the Subscription Plan or the one-off payment for the Individual Course Materials in full.

5. No unauthorised distribution of Course Materials

- 5.1 You will not distribute, duplicate, republish, transfer, assign or grant unauthorised access to the any of the Course Materials to any third parties.
- 5.2 You will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Course Materials and, in the event, or any such unauthorised access, promptly notify The Hospitality Company.

6. Liability, indemnity and disclaimer

- 6.1 The Hospitality Company's aggregate and total liability for any and all claims arising under or out of these Terms and Conditions (including for negligence) or otherwise is limited to direct damages and will not exceed the amount of Subscription Fees paid or actually paid by you in respect of the Subscription Plan or Individual Course Materials purchased giving rise

the liability in the 6 months preceding the date of the relevant claim.

- 6.2 To the maximum extent permitted by law, The Hospitality Company is not liable to you for any incidental, special, indirect, consequential, or punitive losses of any character, including damages for loss of business or goodwill, loss of opportunity, work stoppage, loss of revenue, profit or anticipated savings, any other commercial or economic loss of any kind, in association with use of the Course Materials or otherwise.
- 6.3 The Hospitality Company Limited will not be held liable for any disruption to your access to their Subscription Plan or Individual Course Materials due to software failures including Website outage, video disruption, broken code or any other technological failures.
- 6.4 You shall indemnify The Hospitality Company in respect of any damage, loss, liability or expense suffered or incurred by The Hospitality Company as a result of a third party claim against The Hospitality Company caused or contributed to by an act or omission of you or your employees, agents or contractors.
- 6.5 You acknowledge that the content of the Course Materials is generic advice and is not specific advice for your particular business and/or circumstances.

7. Termination

- 7.1 The Hospitality Company reserves the right to immediately terminate your Subscription Plan if you:
- (a) have breached these Terms and Conditions; or
 - (b) defaulted on your payment for your Subscription Plan.
- 7.2 The Hospitality Company reserves the right to immediately revoke your access to Individual Course Materials purchased by you if you have breached these Terms and Conditions.
- 7.3 You can terminate the Subscription Plan with a minimum of 7 days' written notice to The Hospitality Company.
- 7.4 If you provide notice to terminate your Subscription Plan between Billing Periods, The Hospitality Company is not obliged to provide any refund of fees paid up until the end of the relevant Billing Period.

8. Definitions and interpretations

- 8.1 **Definitions:** In these Terms and Conditions, unless the context requires otherwise:

Billing Period means the period of access to the Subscription Plan (which may be a month or other such period as agreed).

Course Materials or Course means the educational Course Materials available for purchase on The Hospitality Company's Website.

GST means goods and services tax under the Goods and Services Tax Act 1985, at the rate prevailing at the relevant time.

Individual Course Materials means the individual courses available for purchase on The Hospitality Company's Website for a one-off fee

Intellectual Property means all intellectual property rights, including trademarks, service marks, logos, trade names, domain names, rights in designs, copyright (including Course Materials), rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all other rights or forms of protection having equivalent or similar effect anywhere in the world.

Subscription Fees means the monthly fees payable by you to The Hospitality Company for access to the Subscription Plan.

Subscription Plan means the 'Frontline Growth' plan, the 'Career Development' or the 'All Access' plan.

The Hospitality Company means The Hospitality Company Education Limited

Website means the website of The Hospitality Company at the domain:
<https://www.thehospitalitycompany.co/>

- 8.2 **Interpretation:** In these Terms and Conditions, unless the context requires otherwise:

- (a) wherever the words includes or including (or any similar words) are used, they are deemed to be followed by the words "without limitation";
- (b) all monetary amounts on the Website are stated inclusive of GST and in NZD.

9. General

- 9.1 **Variation of Terms and Conditions:** These Terms and Conditions may be varied by The Hospitality Company at any time, effective upon the posting of modified Terms and Conditions on the Website, or by email to you.
- 9.2 **Relationship between the parties:** Nothing in this Agreement will constitute either party as the partner, agent, employee or officer of the other party, and neither party will make any contrary representation to any other person.
- 9.3 **Governing law and jurisdiction:** This Agreement is governed by the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this Agreement.