

## **TERMS AND CONDITIONS**

### **Legal**

1. These Terms and Conditions govern your access and use of this Website.
2. By accessing this Website, you agree to be bound by these Terms and Conditions. If you do not accept these Terms and Conditions then you must not use or access this Website.
3. These Terms and Conditions may change or be updated from time to time. It remains your responsibility to access and check these Terms and Conditions whenever you access the Website. Your continued use of the Website represents your agreement to be bound by the Terms and Conditions as amended from time to time.

### **Overview**

4. This Website is owned and operated by Master Plumbers, Gasfitters & Drainlayers NZ Inc. (**MPGD**).
5. The Website provides information on MPGD, its Members, and a platform upon which Members can access membership materials and register and pay for Events.

### **Information**

6. In accessing and utilising the Website, you undertake that:
  - 6.1 all the information (including personal information) you provide to MPGD shall be true and correct and up to date (including, without limitation, any email addresses and payment information); and
  - 6.2 you will act honestly, professionally and in good faith in respect of your interactions on the Website.
  - 6.3 you will not damage, interfere with or harm the Website, its functionality, or any network or system underlying or connected to the Website or its function, or attempt to do so.
7. You must not use a robot, spider, scraper or other unauthorised automated means to access and/or use the Website, or any information contained on the Website or accessed via the Website.

### **Access**

8. You are responsible for all matters associated with your access to this Website and for all third party fees associated with your use of this Website (including, without limitation, applicable internet service provider charges).

### **Events - Payments**

9. If you register for an Event on the Website you will be charged the Fee applicable for that Event. This Fee must be paid by you at the time of registration or as directed.
10. The Fees for Events are detailed on the Website (from time to time) along with the description of the Events.
11. If, in its absolute discretion, MPGD cancels or reschedules an Event, it will refund in full any Fees paid for these Events.

12. If you notify MPGD in writing that you are unable to attend an Event:
  - 12.1 within 10 working days of the date of the Event, MPGD may chose, at its sole discretion, to refund 50% of your Fee;
  - 12.2 before 10 working days of the date of the Event, MPGD may chose, at its sole discretion, to refund 100% of your Fee.
13. Except for refunding Fees in accordance with clauses 11 and 12, MPGD shall not be liable for any other costs incurred by you in relation to or in any way connected with an Event.

#### **Website content**

14. The content of this Website is for your information only. You must make your own assessment of the suitability and appropriateness of the information contained in this Website.
15. Although we have endeavoured to ensure that the content on this Website is current, accurate and complete, to the extent permitted by law, we do not warrant or guarantee that such content will be current, accurate or complete when you access it.

#### **External websites**

16. This Website may contain links to other websites or resources over which MPGD does not have control (**External Websites**). Such links do not constitute an endorsement by MPGD of those External Websites. You acknowledge that MPGD is providing these links to you as a convenience, and further agree that MPGD is not responsible for the content of such External Websites. Your use of External Websites is entirely at your own risk and is subject to the terms and conditions of use and privacy policies located on the External Websites.

#### **Privacy policy**

17. We collect personal information about users when they access and/or use this Website. This may include (without limitation) information such as registration details and profiling, particulars of use, regularity of access, and the content viewed. You agree to allow MPGD the right to use any personal information collected in pursuit of the MPGD achieving its goals and to provide better information and services to users.
18. MPGD will not sell or knowingly allow third parties to access your personal information without your consent. Despite this MPGD reserves the right to release personal information where we believe (acting on honest belief) release is required to:
  - (a) comply with the law (either at the direction of a court or by a person exercising some statutory authority);
  - (b) enforce and investigate potential violations of these Terms and Conditions, including use of the Website to participate in, or facilitate, activities that infringe the law; or
  - (c) protect the rights, property, or safety of MPGD, any Member (or Member's employees and contractors), the Website, customers or the public.
19. MPGD may send you communications, including by email, relating to MPGD, your membership of MPGD, events, or marketing or promoting MPGD related products and services to you.
20. You represent and warrant that:

- 20.1 any and all information that you provide to MPGD on or through this Website is accurate and complete; and
- 20.2 if you are providing personal information to us relating to any person other than yourself, that you are authorised to provide that information to us.

### **Content**

- 21. You agree in respect of any content (including text, images, video, sound, data, information, or software) uploaded or posted, transmitted, transferred, disseminated, distributed, on to the Website that it does not:
  - 21.1 infringe any intellectual property rights of any third party;
  - 21.2 infringe the privacy rights of any third party and does not attempt to harvest, collect, store, or publish private or personally identifiable information, such as passwords, addresses, or other contact information without their foreknowledge and willing consent;
  - 21.3 detrimentally affect the brand or reputation of MPGD or any affiliates or partners of MPGD;
  - 21.4 contain inaccurate, ambiguous, exaggerated, defamatory, untrue, or out of date information;
  - 21.5 encourage, counsel, incite or suggest any criminal or unlawful acts;
  - 21.6 seek to take advantage of any individual or any individual groups by virtue of their circumstances;
  - 21.7 contain profane, vulgar and/or suggestive languages or images or innuendo or slang of a sexual, immoral, racial, discriminatory or violent nature;
  - 21.8 misrepresents the source of anything posted, including impersonation of another individual or entity;
  - 21.9 promote or provide inflammatory or demeaning opinions of an individual or group;
  - 21.10 provide or create links to external sites that violate these Terms and Conditions;
  - 21.11 harm or disrupt another user's computer or allow others to illegally access software; or
  - 21.12 bypass security on websites, or services including but not limited to spamming.
- 22. MPGD reserves the right to remove or edit any content uploaded at its sole discretion and without notice, regardless of whether or not it is, in the opinion of any third party, in breach of these Terms and Conditions.

### **Intellectual Property**

- 23. MPGD (and any person who it licences from, as applicable) owns all Intellectual Property Rights. You must not:
  - (a) assert any ownership or rights in respect of the Intellectual Property Rights;

- (b) reverse assemble, reverse engineer, modify, alter, adapt, disassemble, decompile or amend the Intellectual Property Rights or any of the underlying materials in any way whether directly or indirectly (by allow anyone else to do so); or
  - (c) exploit, sell or generate profit from the Intellectual Property Rights.
24. You may not without prior written permission:
- (a) adopt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from, any part of the Website; or
  - (b) commercialise, copy or on-sell information, or material obtained from any part of the Website.

#### **No warranties**

25. We will utilise our reasonable efforts to maintain an acceptable performance of this Website, however we do not guarantee continuous operation of the Website or integrity of the data stored or transmitted via the Website, internet or any services. The warranties in this clause 24 replace all other representations or warranties (statutory, express or implied) and all such representations and warranties (save any which may not be lawfully excluded).

#### **Limitation of liability**

26. We are not liable for direct, indirect, special, incidental, consequential, punitive or exemplary damages of any kind whatsoever including any lost data, lost business, lost profits, injury, claim, liability or damage or failure of security resulting in any way from the access or use of the Website whether foreseeable or not. Termination of your contractual relationship with MPGD shall be the sole and exclusive remedy for any and all damages or injuries suffered by you.
27. Despite any other provision in these Terms and Conditions, if we are determined liable to you for losses, our liability is limited to a maximum amount equal to the fees (if any) you have paid to us for the one month preceding the event causing the loss.
28. You indemnify and hold MPGD, its subsidiaries, affiliates, partners, officers, employees and contractors harmless from any liabilities, claims, expenses or demands including legal fees and costs made by any third party due to or arising out of:
- (a) your use or misuse of the Website;
  - (b) any negligence or wilful default, by you (including in respect of any claim by any third party); or
  - (c) the violation by you of any laws, rules, regulations or these Terms and Conditions.
29. MPGD reserves the right, at its own expense, to assume the exclusive defence in control of any matter otherwise subject to the indemnity given by you in clause 28, in which event you agree to cooperate with MPGD in asserting any available defences.

#### **Dispute resolution**

30. You will not commence any court or arbitration proceedings relating to a question, difference or dispute relating to these Terms and Conditions or the services provided by MPGD (**Dispute**) unless you have first complied with this section.

31. Where any Dispute arises, you (or your representative) and MPGD will meet and negotiate in good faith in an attempt to resolve the Dispute amicably by good faith discussion.
32. Where the representatives of the parties do not resolve the Dispute within five (5) working days (or as agreed) of initiating negotiations, the relevant parties agree to mediate any Dispute in terms of the LEADR New Zealand Incorporated Standard Mediation Agreement. The mediation will be conducted by a mediator and at a fee paid by the parties to the Dispute.
33. If the parties fail to settle the Dispute by mediation then either party may initiate arbitration (but not litigation) in accordance with the Arbitration Act 1996 to resolve the Dispute.
34. For the avoidance of doubt, MPGD is free to choose any forum or process in respect of any breach of these Terms and Conditions or law by you.
35. Nothing in this section will preclude a party from taking immediate steps to seek urgent injunctive or equitable relief before an appropriate court.

### **Complaints**

36. Any problems that occur whilst accessing this Website should be notified in writing (including, by email) to [accounts@masterplumbers.org.nz](mailto:accounts@masterplumbers.org.nz) at MPGD at the earliest opportunity.

### **General**

37. These Terms and Conditions are governed by the laws of New Zealand. The parties submit to the non exclusive jurisdiction of the Courts of New Zealand in respect of any matter arising out of or in connection with these Terms and Conditions or the Website.
38. These Terms and Conditions constitute the entire understanding and agreement between you and MPGD and supersede any and all prior oral or written communication on the subject matter contained in them.
39. If any provision in these Terms and Conditions is held invalid, then such provision (to the extent it is invalid) is deemed severed from these Terms and Conditions and the remainder shall not be affected.

### **Defined terms**

40. In these Terms and Conditions, unless the context otherwise requires:

**Event** means any event listed on the Website (including any training courses) which a Member or other authorised person can register to attend.

**Fee** means the fee required to register for an Event.

**Intellectual Property Rights** means all trade marks, domain names, copyright, patents, registered designs, circuit layouts, rights in computer software, databases, content and lists, rights in inventions, know-how, and trade secrets and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, and all rights of action, powers and benefits of the same in respect of the Website, any software developed by us and applied in the Website, and any underlying materials contained on the Website.

**Member** means a member of MPGD as defined by the rules of MPGD (from time to time), which, for the avoidance of doubt, can be either a company (or other corporate entity) or an individual.

**Terms and Conditions** means these Terms and Conditions.

**Website** means [www.masterplumbers.org.nz](http://www.masterplumbers.org.nz), [www.dontriskit.co.nz](http://www.dontriskit.co.nz) and any other website provided by MPGD.