



WEBSITE TERMS OF USE

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PLEASE READ THESE TERMS CAREFULLY BEFORE USING OUR SITE OR PURCHASING ANY ONLINE GOODS OR SERVICES

This website (**Site**) is operated by **Tradie Terms®**, a trading name of **SCW Consulting Limited** a company incorporated in New Zealand under company number 7659640, and its affiliates and related entities (referred to as **we, our** or **us**).

These Terms of Use together with our **Privacy Policy** and our **Terms of Service** (copies of which are available on our Site) apply to all Site visitors, subscribers to our membership or newsletter services, clients, customers, and all other users of the Site (referred to as **user, you** and **your**).

We may, at any time and at our discretion, vary these Terms by publishing the varied terms on our Site.

How to Read these Terms

There are **four sections** to these Terms:

Section A: Website Terms of Use

Section B: Use of Tradie Terms® Materials

Section C: Online Courses

Section D: General

Glossary

Account Means a registered profile for a Training Participant or Subscriber.

Affiliate Means a company, member organisation or not-for-profit entity who promotes our Templates or Online Courses to their members or community.

Competitor Means any entity or any natural person who owns or is employed by a business which provides services which compete or conflict with the Services we supply.

Confidential Information Means all confidential information, non-public or proprietary information, including intellectual property, technical, commercial, financial or other information, exchanged between



either one of us or known to either one of us before, on, or after the date any one or more of the Online Goods and Services commences.

Customer Means a purchaser of any Online Goods and Services from this Site.

Information Content Means any online published information that is contained on our Site or included within any marketing, promotional or informational content issued by us to you and which is free to download, view or browse.

Online Goods and Services Means one or more of the following (whether purchased or made available free of charge or on a trial basis):

- Tradie Terms® Materials
- Online Courses
- Information Content

Online Course Means any one of our online, on-demand training services as described in the Services section or as offered on our Site from time to time. This includes any free trial Course Place.

Site Means our website www.tradieterms.com or www.tradieterms.co.nz

Subscriber Means a subscriber to our Membership Services.

Tradie Terms® Materials Means any materials supplied by us to you in connection with the Services and includes, without limitation, the following:

- Templates (including terms of trade templates, legal templates, tender templates and business templates)
- Workbooks
- Course guidance documents
- Presentations
- Handouts
- Recordings, videos, audio files
- Blogs
- Transcripts
- Any other materials or outputs supplied in connection with the Services

Training Participant Means an individual who will undertake an Online Course.

You or your Means any one or more of the following as the context requires:

- a browser or user of this Site
- a Customer
- a Training Participant
- a Subscriber

Working Day Means a day on which banks in New Zealand are ordinarily open and excludes a Saturday, a Sunday or a public holiday. Any other reference to a 'day' shall mean a calendar day.



SECTION A: WEBSITE TERMS OF USE

Acceptance of these Terms

How you accept You accept these Terms when you access or use this Site or access or purchase any Online Goods and Services provided on or via this Site.

Use of Site

Unregistered browsing You can browse and view the Site as an unregistered user.

Your promises about you By using the Site, accessing or purchasing any Online Goods and Services, you warrant that:

- you are over 18 years of age and have the legal capacity to enter into a legally binding contract;
- have read and accepted these Terms; and
- will comply with these Terms.

If you use this Site on behalf of someone else If you are agreeing to these Terms not as an individual but **as a business in trade** on behalf of a company, an organisation in trade, incorporated entity or other legal entity (**Represented Entity**), then “you” means the Represented Entity and you are binding the Represented Entity to these Terms. If you are accepting these Terms and using our services on behalf of a Represented Entity, you represent and warrant that you are authorised to do so.

Supplemental Terms May Apply These Terms supplement and incorporate our policies and terms and conditions posted within the Online Goods and Services you purchase from us.

Third Party Sites Our Site may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse, or approve, and are not responsible for, the content on those websites. You should make your own investigations with respect to the suitability of those websites.

Discontinuance of Site We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person from using our Site, at any time and at our sole discretion. We are not responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

No Professional or Legal Advice

No professional or legal advice You acknowledge and accept that your use or purchase of any Online Goods and Services does not constitute professional or Legal advice.



Online Goods and Services are information only All content, including the Online Goods and Services made available to you on this Site, contains general information and does not take into account your specific needs, objectives or circumstances. You acknowledge that by purchasing, downloading and customising any template that forms part of the Tradie Terms® Materials does not create a solicitor-client relationship with you or provide you with legal advice.

Tradie Terms® is not a law firm You acknowledge and accept that we are not a law firm. All Online Goods and Services are legal and/or business information only and should not substitute for and do not constitute professional legal or other professional advice.

Updates to Information Content

Information Content is subject to change without notice. We do not undertake to keep our Site up-to-date, and we are not liable if any Information Content is inaccurate or out-of-date or does not meet your specific purposes or needs.

Creation of Account

Creation of Account You may be required to register and create an Account with us to access and purchase the Online Goods and Services.

Information for Accounts You must provide basic information when registering for an Account including name, email address, and location. Any username you choose to use must not (i) be offensive or in other ways insulting or (ii) contain characteristics which belong to a third party, including names of famous persons, or personal names to which you do not own the rights.

Account Profile Once you have registered an Account, your account information will be used to create a profile that you may then curate (**Profile**). Your Profile is personal, and you must not transfer it to others, except with our written permission.

Keeping your account details up to date You must provide accurate, current, and complete information during the registration process and you must update such information to keep it accurate, current, and complete.

Keep your Account details confidential You are responsible for keeping your Account and Profile details and your username and password confidential and you will be liable for all activity on your Account, including purchases made using your Account details, whether or not you authorised such activities or actions.



Inform us if there is unauthorised use You will immediately notify us of any unauthorised use of your Account. At our sole discretion, we may refuse to allow any person to register or create an Account and will always refuse access to persons aged 18 years or under.

Suspension or withdrawal of Accounts We reserve the right to suspend, withdraw or cancel your Account at any time, in our sole discretion, if you breach any provision of the Terms or applicable law or where your conduct impacts our reputation or use of the Online Goods and Services.

SECTION B: USE OF TRADIE TERMS® MATERIALS

Using Tradie Terms® Materials

Licence to use Tradie Terms® Materials By accessing, using, downloading or viewing our Tradie Terms® Materials, we grant you a non-exclusive, royalty-free, revocable licence to use the Tradie Terms® Materials for your own business or personal use only.

Prohibition on sharing You may not assign or transfer the Tradie Terms® Materials to any other person without our express written consent. Where you share with your advisors, we do not grant them a licence. We reserve the right, in our sole discretion, to accept or refuse to provide the Online Goods and Services to you at any time for any reason.

No guarantees from us regarding fitness for purpose You accept and acknowledge that whilst we confirm that our Tradie Terms® Materials are authored by qualified personnel for the country, territory or state for which they are offered or sold, we do not provide any warranties or guarantees regarding the Tradie Terms® Materials and make no representations that they are suited to your specific needs.

No Commercial Use or Sharing of Tradie Terms® Materials or Information Content

No Commercial Use or Sharing No Tradie Terms® Materials or Information Content may be copied, reproduced, transmitted electronically or otherwise used in any way in whole or in part for the purpose of commercial gain by you or any third party for either personal use or in competition with us.

Audits regarding infringement We reserve all rights, from time to time and at our sole discretion, to perform online audits using available third party technology and search tools to establish if any breach of these terms and infringement of our intellectual property rights has occurred. This is subject to applicable privacy and cyber security laws which we shall not breach in the performance of such audits.



SECTION C: ONLINE COURSES

Purchasing an Online Course

Online Booking Our Online Courses are designed to be purchased online and no in-person training is available via use of this Site.

Eligibility Online Courses are available to the general public, however, a Training Participant must be at least 18 years of age to make a purchase from us.

Warranties When registering for a course, the Training Participant warrants to us that all information provided is complete and accurate.

Completing an Online Course

Time to complete is indicative only Any suggested duration of an Online Course is to be used as an indication only of the amount of time required to complete the course.

Failure to complete an Online Course Where a Training Participant has not completed an Online Course, no refunds or credits are available.

Withdrawal mid-course Any withdrawal from an Online Course after the course has begun will result in the loss of any online progress/results in the corresponding online module.

Failure to commence an Online Course Any failure by a Training Participant to login, complete, engage or attend an Online Course will result in the forfeiture of all payments made, or complimentary Course Places used, in connection with the Course Place for that Training Participant for that particular Online Course .

Online Course Fees

Online Course Fee Options We will detail the specific Online Course fees and payment options on our Site. Payment methods will be one of the following:

- Fees may be payable in full in advance
- Fees may be offered in instalments or via a payment plan

No refunds We do not offer a refund for cancellations or non-use of an Online Course for any reason.

Online Course Content

Online Course delivery We will make all reasonable efforts to deliver the course as outlined on the Site.



Online Course syllabus may vary We reserve the right to make reasonable amendments and updates to the content and syllabus of a course when necessary.

Technical issues To ensure Training Participants can successfully participate in our online courses, we recommend that they review the performance of their technology as we cannot accept any responsibility for slow loading, latency or failure to view or access streamed sessions, recordings, audio or other online content forming part of our Online Courses.

No Accreditation We offer no accreditation in connection with our Online Courses.

SECTION D: GENERAL

Additional Affiliate Terms

Affiliate Terms Apply Where we offer an Affiliate Programme that pays a commission to an Affiliate or incentivises the issuance of discount codes, this is subject to our **Affiliate Terms & Conditions** (a copy of which shall be supplied at the time of registration as an Affiliate). Those terms may be subject to the term of use of any third-party affiliate software or plugin operated in conjunction with this Site shall apply in addition to these Terms. Where there is any inconsistency, the third-party terms shall apply.

Online Payments

Payment gateway We use the Stripe Payment Gateway for our online card transactions. Stripe processes online credit card transactions securely for thousands of merchants globally, providing a safe and secure online payment service. Payments are processed in real-time.

No access to card details We do not have access to full card numbers. All applicable debit or credit card payment is secured by Stripe. Please visit www.stripe.com/nz for more information.

Security Stripe has been audited by a PCI-certified auditor and is certified to [PCI Service Provider Level 1](#). This is the most stringent level of certification available in the payments industry. To accomplish this, we use the best-in-class security tools and practices to maintain a high level of security at Stripe. Learn more about the security of using Stripe to handle your payments at <https://stripe.com/docs/security/stripe>.

Currency All prices are in New Zealand Dollars and we charge your credit or debit card in New Zealand dollars. If you live outside New Zealand, the New Zealand amount will be charged to your card using your provider's current exchange rates.



Exchange and transaction fees Please remember that buy/sell exchange rates can be different depending on when your card provider processes the transaction, so the amount that appears on your card statement may be slightly different to the converted invoiced amount. Card companies may also charge international payment fees and/or commission for selling you foreign currency. Please contact your card provider directly for their terms and conditions.

Additional Payment Methods We may set out or offer several payment methods on this Site. The payment method you choose may be subject to additional terms and conditions imposed by the applicable third-party payment processor.

Failed Card Payments Where a repeating subscription transaction or online card payment fails, we reserve all rights to suspend or withhold Online Goods and Services until a successful payment has been made.

Complaints

Please email us at info@tradieterms.com and we will do our best to resolve the issue.

Governing Law

Law Your use of our Site and these Terms are governed by the laws of New Zealand.

Jurisdiction You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in New Zealand and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

Testimonials and Reviews

We can re-post reviews you leave Where you leave us a review, you accept and acknowledge that we may pre-post, copy or repurpose this for our marketing and promotional purposes.

Testimonials Where you consent to supply us with a testimonial, you are granting us permission to publish this, including your image, name, business name and logo across any social media channels or printed materials that we choose to use.

End of Terms