

## Immunity Advisory Centre (IMAC) Terms and Conditions for Immunity Courses

The Immunity Advisory Centre (IMAC, we, our) offers immunity courses on the following terms and conditions. When you (participant, you) register for an immunity course, you enter into an agreement with IMAC on these terms and conditions (Agreement).

### Fees and payment

- Immunity course fees (fees) are expressed and must be paid in New Zealand dollars. Fees include GST. You must apply any valid discount codes at the time of payment.
- You must make full payment of the fee for an immunity course (unless otherwise agreed with us):
  - for in-person immunity courses, on or before the immunity course start date, otherwise we may cancel this Agreement and your registration in the immunity course
  - for online immunity courses, before we will provide you with access to immunity course material
- Payment for an immunity course can be made via credit card. If you would like to request payment by invoice, please email [imaceducation@auckland.ac.nz](mailto:imaceducation@auckland.ac.nz). Please note that we do not accept payment by invoice for amounts less than \$1000 New Zealand dollars.

### Withdrawal and refunds

#### Online immunity courses

- You must give written notification of your withdrawal from an online immunity course to [imaceducation@auckland.ac.nz](mailto:imaceducation@auckland.ac.nz).
- Online immunity course fee payments are final. No refund will be made if you withdraw from an online immunity course and we do not allow substitutions or transfers for online immunity courses.

#### Online immunity courses with an In-person workshop

- All notifications of in-person immunity workshop withdrawals, transfer requests and substitutions must be given in writing to [imaceducation@auckland.ac.nz](mailto:imaceducation@auckland.ac.nz).
- Registered participants may be substituted at no extra charge if written notice is given at least 10 business days before the in-person immunity course start date.
- Registered participants may transfer to an equivalent in-person immunity course if written notice of a request to transfer is given at least 10 business days before the in-person immunity course start date and we notify you that we agree to the transfer request.
- If you give written notice of your withdrawal from an in-person immunity course before the start date of the course, we will refund the fee you have paid for that course less the applicable cancellation fee set out in the table below. No refund will be paid if you withdraw from an in-person immunity course on or after the immunity course start date.

Notification period	Cancellation fee
15 or more business days before immunity course start date	No cancellation fee is charged
8 to 14 business days before immunity course start date	Cancellation fee is 25% of immunity course fee
2 to 7 business days before immunity course start date	Cancellation fee is 50% of immunity course fee
1 business day or less before immunity course start date	Cancellation fee is 100% of immunity course fee

## Changes to immunisation courses

- We may make changes to immunisation courses at any time (including the offering, content, mode of delivery, or timing for delivery) including where such changes are required because of changes in funding, staffing, legislation, Government directions, or circumstances beyond our reasonable control (e.g. weather). We will give you reasonable notice (having regard to the circumstances) of any such changes.

## Cancellation of immunisation courses

- We reserve the right to cancel an immunisation course at any time. If we cancel your immunisation course, we will contact you to register you for the next available immunisation course.
- If there is no suitable alternative immunisation course date the fee you have paid for the course will be fully refunded, but we are not responsible for any other costs or expenses arising from the immunisation course cancellation.

## IMAC obligations

- We will use reasonable endeavours to provide you with tuition of a professional standard in the immunisation course in which you are registered.
- We will act fairly and reasonably when exercising our powers.

## Participant conduct

- You are to update us as soon as practicable if any information that you have provided to us changes (including your contact details and contact details for your next of kin or emergency contacts).
- You are to behave in a manner consistent with our [Code of Conduct](#) and our applicable [policies and procedures](#) and comply with the [Campus Rules](#) when courses are hosted on University of Auckland sites. You understand that we do not tolerate discrimination, racism, bullying, harassment or abuse.
- You are to comply with our health and safety policies and requirements and the reasonable instructions of IMAC staff.
- If you do not, or cannot, comply the terms of this Agreement we can:
  - immediately terminate this Agreement and your registration in the immunisation course by giving you written notice
  - suspend your access to or participation in the immunisation course for a specified period by giving you written notice.

## Intellectual property

- We own the intellectual property rights (including copyright) in all immunisation course content and materials. Nothing in this Agreement gives rise to any transfer of ownership of our intellectual property rights to you.
- All immunisation course content and materials are provided to you for your personal non-commercial use in connection with the immunisation course you are registered for. You must not copy, transfer, retransmit, distribute, publish or otherwise make available to any person the immunisation course content and materials.
- Some resources may be provided to you with permission from third parties, and the use of that third-party material may also be subject to specific terms and conditions which will be notified to you.

## Personal information

Our [Privacy Notice](#) sets out how we may hold, use, and disclose any personal information we collect from you when you register for an immunisation course and during or after your participation in the immunisation course.

## Limitation of liability

If at any time we are liable to you under this Agreement, you agree that to the maximum extent permitted by law:

- our liability to you is limited to the amount of the fee you have paid for the immunisation course you are registered for
- we are not liable to you for any indirect or consequential losses (including loss of opportunity, loss of future earnings or loss of reputation)
- we are not liable to you for any losses, costs or damages that you suffer or incur as a result of a breach of this Agreement by us where that breach has been caused by circumstances beyond our reasonable control.