

## STANDARD TERMS AND CONDITIONS

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ALL LEGAL EMPOWERMENT PRODUCTS ARE SUBJECT TO THESE TERMS AND CONDITIONS  
PLEASE READ THEM CAREFULLY

### 1. General Terms

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- 1.1. All references to **Legal Empowerment** in these terms and conditions incorporate both Legal Empowerment Limited (NZBN 9429035724919), and Legal Empowerment Pty Limited (ACN 606 839 132).
- 1.2. **Legal Empowerment Products** include, but are not limited to, courses, presentations, manuals, course materials, articles, books and web-based products.
- 1.3. Unless otherwise stated, all Legal Empowerment Products ordered through Legal Empowerment Ltd will be charged in NZ dollars and be subject to goods and services tax law as it applies in New Zealand; and all Legal Empowerment Products ordered through Legal Empowerment Pty Ltd will be charged in Australian dollars and be subject to goods and services tax law as it applies in Australia.

### 2. Copyright

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- 2.1. Legal Empowerment owns the copyright in all Legal Empowerment Products either exclusively or jointly with one of its partners. Any material contained in Legal Empowerment Products may not be reproduced in any form or used without the express written permission of Legal Empowerment.

### 3. Payment

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- 3.1. Payment for Legal Empowerment Products should be made in the way indicated in publicity material and on the website for each Product or by agreement with a Legal Empowerment representative.
- 3.2. Other payment terms are stated on your invoice.
- 3.3. It is Legal Empowerment policy to recover all debts and associated court costs and legal fees incurred in so doing. We reserve the right to charge interest at 3% over bank base rate on overdue invoices.

### 4. Legal Empowerment Trainers

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- 4.1. Any contract entered into with Legal Empowerment for the provision of Legal Empowerment Products is on the express term that the trainer we appoint to present or author the product will not be approached independently by you or a third party acting on your behalf to present training or create other material to you or any other party within a two year period following the delivery of the product without our prior written consent.

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**Legal Empowerment Pty Ltd** (ACN 606 839 132)  
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Level 3 | 88 The Terrace | PO Box 10-632 | Wellington 6143, NZ | t: +64 21 515 395

[www.legalempowerment.legal](http://www.legalempowerment.legal)

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## 5. Cancellation and Postponement

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- 5.1. For all public courses, in house trainings, conferences, presentations and workshops cancellations must be in writing and received by us at least 21 days before the event.
- 5.2. For case-specific lay and expert witness training, cancellations must be made in writing and received by us at least 5 working days before the first day of the event.
- 5.3. All cancellations will be subject to an administration charge of \$25 + GST.
- 5.4. We will not accept cancellations that have not been received by us, so please obtain proof of sending. Cancellations not giving the required notice, and those not received in writing, will not be accepted and the agreed course fee will be due.
- 5.5. Attendees' names may be changed at any time without charge.
- 5.6. Postponements will be accepted at no charge if notified in writing at least 21 days before the event; those received between 14 and 20 days of the event will be charged at 25% of the agreed course fee; and those received between 7 and 13 days will be charged at 50% of the agreed course fee. Thereafter, postponements will be charged at the full course fee.
- 5.7. Legal Empowerment reserves the right to vary the timing, date and venue of a course where the occasion necessitates, or to cancel the event and issue a full refund of any fees paid. Legal Empowerment cannot be held responsible for events outside of its control.

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## 6. Confidentiality

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- 6.1. It is Legal Empowerment policy that all matters arising from the delivery of Legal Empowerment Products are confidential. This confidentiality will end with the consent of our clients, or where we are required by law to disclose, or where there is an overriding public interest, including where the information concerns misconduct, illegality or gross immorality.

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## 7. Legal Advice

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- 7.1. Legal Empowerment staff, material writers, presenters and trainers are not authorised to advise on the interpretation and application of the law to particular circumstances or matters and any such comments made by them will not constitute and must not be relied upon as advice.
  - 7.2. The Legal Empowerment Products have been designed solely for the learning benefit of clients attending such courses or presentations or participating in such web-based products. The material does not necessarily stand on its own and is not intended to be relied upon for giving specific advice.
  - 7.3. To the fullest extent permitted by law, neither Legal Empowerment staff, material writers, presenters and trainers will be liable by reason of breach of contract, negligence or otherwise for any loss or damage (whether direct, indirect or consequential) occasioned to any person acting or omitting to act or refraining from acting upon the material within Legal Empowerment Products, except to the extent that any such loss or damage does not exceed the price of the Legal Empowerment product arising from or connected with any error or omission in the material. Nothing in this paragraph shall be deemed to exclude or limit the liability of Legal Empowerment staff, material writers, presenters and trainers for fraud or fraudulent misrepresentation.
  - 7.4. Loss and damage as referred to above shall be deemed to include, but is not limited to, any loss of profits or anticipated profits, damage to reputation or goodwill, loss of business or anticipated business, damages, costs, expenses incurred or payable to any third party (in all cases whether direct, indirect or consequential) or any other direct, indirect or consequential loss or damage.
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