

Website Terms and Conditions

Policy version: V2
Policy last updated: 31st August 2025
Approved by: Jenny Turner, Director, Human Fabric

PURPOSE

These terms and conditions (the "Terms and Conditions") govern the use of www.humanfabric.co.nz (the "Site"). This Site is owned and operated by Human Fabric Limited.

CONSENT

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

These terms and conditions contain a dispute resolution clause that impacts your rights about how to resolve disputes. Please read it carefully.

INTELLECTUAL PROPERTY

All content published and made available on our Site is the property of Human Fabric Limited and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

SALE OF SERVICES

These Terms and Conditions govern the sale of services available on our Site. The following services are available on our Site:

- Individual registrations for courses
- Coaching sessions and packages

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

PAYMENTS

We accept the Credit Card as a payment method on our Site.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

REFUNDS

Individual registrations for courses will be fully refunded if they are cancelled at least 5 working days before the course was scheduled. Registrations can also be transferred to a later date up to 24 hours before the course.

Coaching sessions and coaching packages will be fully refunded if they are cancelled at least 24 hours before the first coaching session was scheduled to be provided. Coaching sessions cancelled within 24 hours will receive a 50% refund. Coaching packages cancelled after the package has commenced will be refunded based on the number of sessions used, charged at the full rates set out on our website. Coaching sessions may be rescheduled to a different date and time, with 24 hours' notice.

CONSUMER PROTECTION LAW

Where the *Consumer Guarantees Act 1993*, the *Contract and Commercial Law Act 2017*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under

that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

LINKS TO OTHER WEBSITES

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third-party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third-party websites before using these sites.

LIMITATION OF LIABILITY

Human Fabric Limited and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

INDEMNITY

Except where prohibited by law, by using this Site you indemnify and hold harmless Human Fabric Limited and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

APPLICABLE LAW

These Terms and Conditions are governed by the laws of New Zealand.

DISPUTE RESOLUTION

Subject to any exceptions specified in these Terms and Conditions, if you and Human Fabric Limited are unable to resolve any dispute through informal discussion, then you and Human Fabric Limited agree to submit the issue before a mediator. The decision of the mediator will not be binding. Any mediator must be a neutral party acceptable to both you and Human Fabric Limited. The costs of any mediation will be shared equally between you and Human Fabric Limited.

Notwithstanding any other provision in these Terms and Conditions, you and Human Fabric Limited agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

SEVERABILITY

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

CHANGES

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site.

CONTACT DETAILS

Please contact us if you have any questions or concerns. Our contact details are as follows: support@humanfabric.co.nz c/o B:Hive 72 Tahoroto Road, Takapuna, Auckland, 0622

You can also contact us through the feedback form available on our Site.