



## ONLINE END-USER TERMS & CONDITIONS

### 1. DEFINITIONS

- 1.1 In this Agreement, unless inconsistent with or otherwise indicated by the context:
- 1.1.1 **“Account”** means the Account created for the User by International Culinary Studio on registration and enrolment of the User for online studies.
  - 1.1.2 **“Agreement”** refers to this Online End-User Terms & Conditions
  - 1.1.3 **“International Culinary Studio”** means International Culinary Studio Ltd with registration number 9429041932049, a limited liability company registered in accordance with the laws of New Zealand.
  - 1.1.4 **“Intellectual Property”** refers to all present and future intellectual property rights in and to the Website and/or any and all of the Website Contents, in whole or in part, including but not limited to trademarks, all rights of copyright (whether existing not or in the future) together with all related know-how, source codes, confidential information and all rights of a similar character whether registered or capable of being registered and all applications and rights to apply for protection of same, wherever the rights arise in the world;
  - 1.1.5 **‘The effective date’** means the date of submission of the Student Registration Form by the applicant.
  - 1.1.6 **‘The signature date’** means the date of signature of this Agreement
  - 1.1.7 **‘Fees’** means the fees charged and received by International Culinary Studio from the application in terms of registration and courses.
  - 1.1.8 **“Login Details”** refers to the combination of username and password, ascribed to every User in terms of clause 12 below.
  - 1.1.9 **“Service”** means the Service provided to Users by International Culinary Studio as depicted in clause 4 below.
  - 1.1.10 **“Student/s”** means individuals and entities registered and enrolled with International Culinary Studio as online Students and accessing the Website for the purposes of online studies;
  - 1.1.11 **‘The course’** means the programme of study offered and conducted by International Culinary Studio in respect of which programme the student has registered and enrolled
  - 1.1.12 **“Third Party”** means any other person subscribing to the Service, requesting information from International Culinary Studio or from whom International Culinary Studio obtains certain materials or provides a Service to International Culinary Studio in connection with the Website.
  - 1.1.13 **“User”** means all individuals and entities accessing the Website for any reason.
  - 1.1.14 **“Website”** means the Website at [www.internationalculinarystudio.com](http://www.internationalculinarystudio.com), or such other Website(s) which may be prescribed by International Culinary Studio from time to time;
  - 1.1.15 **“Website Content”** refers to all content on the Website including, but not limited to, software, images, documents, pictures, videos, audio and text.

### 2. CONSENT AND DURATION

- 2.1 Access to the Website, the Service and Website Contents are subject to the terms and conditions of this Agreement, the Copyright Notice, Code of Ethics and Privacy Policy.
- 2.2 The User immediately accepts the terms and conditions of this Agreement and is automatically bound by them, upon initial access to the User's Account.
- 2.3 This Agreement shall immediately commence upon initial access and shall continue on an indefinite basis until termination is affected in terms of clause 31 below

### **3. GRANT OF RIGHTS**

Subject to the provisions of this Agreement, International Culinary Studio grants the User a non-exclusive, personal, non-commercial and non-transferable right to use the Website, the services and Website Contents.

### **4. DESCRIPTION OF MAIN SERVICES**

This Agreement sets out the terms and conditions relating to International Culinary Studio's Service of providing online training in terms of learning courses, modules and study programmes offered to Users through the Website and learner management system. Specific information and detail pertaining thereto is stated on the relevant web pages and is subject to change in terms of clause 28 below.

### **5. COOLING OFF PERIOD**

- 5.1 The student has the right to return goods or services purchased from International Culinary Studio within five (5) days. This right does not extend to the following goods and/or services:
  - 5.1.1 For financial services, including but not limited to, investment services, insurance and reinsurance operations, banking services and operations relating to dealings in securities.
  - 5.1.2 By way of an auction
  - 5.1.3 For the supply of foodstuffs, beverages or other goods intended for everyday consumption supplied to the home, residence, or workplace of the consumer
  - 5.1.4 For services which has begun with the student's consent before the end of the five-day period.
  - 5.1.5 Where the price for the supply of goods or services is dependent on fluctuations in the financial markets and which cannot be controlled by International Culinary Studio
  - 5.1.6 Where the goods:
    - 5.1.6.1 Are made to the consumer's specifications.
    - 5.1.6.2 Or clearly personalised
    - 5.1.6.3 By reason of their nature cannot be returned.
    - 5.1.6.4 Or are liable to deteriorate or expire rapidly
  - 5.1.7 Where audio or video recordings or computer software were unsealed by the consumer
  - 5.1.8 For the sale of newspapers, periodicals, and magazines
  - 5.1.9 For the provision of gaming and lottery services; or
  - 5.1.10 For the provision of accommodation, transport, catering, or leisure services and where International Culinary Studio undertakes, when the transaction is concluded, to provide these services on a specific date or within a specific period.

### **6. PAYMENT OPTIONS**

- 6.1 All study fees are to be paid in full to International Culinary Studio upon registration of the User and must be affected by way of electronic payments.
- 6.2 International Culinary Studio reserves the right to use third party electronic payment processes and/or financial institutions to process payments made by and to the User in connection with the User's utilisation of the Service, the Website, and the Website Contents.
- 6.3 International Culinary Studio's fees, as outlined above, are charged in the currency of the New Zealand Dollar (NZD).

## **7. FEES**

- 7.1 The study fees for various courses, modules and programmes are contained on the relevant web pages and are subject to change in accordance with clause 19 below.
- 7.2 All study fees include the costs of any requisite study material and are inclusive of GST.
- 7.3 All students enrolling with ICS will be charged course fees, except where courses are fees free. An administration fee may also be charged. The administration fee is not refundable.

## **8. REFUND OF FEES**

- 8.1 Students are entitled to a refund of the course fees paid subject to any applicable withdrawal fees, on withdrawal, if they apply in writing to the Academic Head and the application to withdraw is received no later than 28 consecutive days from the official start date of the enrolment period.
- 8.2 Students who withdraw after 28 consecutive days from the official start of the enrolment period or are withdrawn at the initiative of the PTE, because of not engaging with the course are not entitled to any refund of course or administrative fees.
- 8.3 The refund will be made in accordance with specific conditions and schedules determined by the Director, including the PTE's Terms and Conditions of Enrolment. Course fees which have been paid by student loan, employer or third party will be refunded to the payer
- 8.4 Any failure of the student to complete his/her training and assessment will not result in any reduction or refund of fees.
- 8.5 No student is entitled to a refund of fees because of the student not completing a course, failing a course, or because of having been suspended or excluded from a course on the grounds of misconduct.

## **9. STUDENT WITHDRAWAL**

- 9.1 A student may apply in writing to the Academic Head to withdraw from any programme, course, or training scheme. Withdrawal from a programme or training scheme will constitute withdrawal from all the courses.
- 9.2 Where a student withdraws within 28 consecutive days from the official start date of the enrolment period, the enrolment will not be noted on their academic record nor counted for external reporting purposes. The student is entitled to a refund of the course fees paid. The administration fee is not refundable.
- 9.3 Where a student withdraws after 28 days and up to 75% of the enrolment period, the enrolment will be recorded as "Withdrawn" on their academic record and be counted for government reporting purposes. The student is not entitled to any refund of fees.
- 9.4 Withdrawals applied for after 75% of the enrolment period has passed will not be accepted. The enrolment will be recorded as an unsuccessful completion on the student's academic record and be counted for government reporting purposes. The student is not entitled to any refund of fees.

## **10. DEFERRALS OF ADMISSION**

- 10.1 Requests to defer an offer of admission will be reviewed by International Culinary Studio on a case-by-case basis and may be granted for reasons including, but not limited to illness, military service, and travel or some other extraordinary opportunity. Supporting documentation must be provided with the application for deferment.
- 10.2 An admission deferment may be granted for a maximum period of one (1) year.
- 10.3 Requests for deferral must be made in writing to International Culinary Studio and may only be made by students once International Culinary Studio confirms the student's registration, in accordance of the terms in clause 12
- 10.4 Failure to meet any of these terms may result in the revocation of admission. In such a case, an applicant will need to reapply for admission to International Culinary Studio.

## **11. STUDY MATERIAL**

- a. International Culinary Studio provides all study material to the User upon payment of the study fees as specified in clause 7 above.
- b. All study material is provided online and made available to the User through the User Account, accessed via the Student Portal (Learning Platform).
- c. The downloading of any study material is done at the sole and absolute risk of the User.

## **12. REGISTRATION AND USER ACCOUNTS**

- a. Each User will receive a unique Username and password when registered and enrolled by International Culinary Studio as an online student.
- b. Each User will be able to access their individual User Account by inserting their Login Details through the Student Portal on the Website.
- c. Each User will only have access to the Service and the Website Contents upon admittance to their Account through the Student Portal.

## **13. OBLIGATIONS OF INTERNATIONAL CULINARY STUDIO**

- 13.1 International Culinary Studio undertakes to use its reasonable endeavours to train, assess and moderate the student and to assist the student, where practicable, in completing the course.
- 13.2 Subject to the provisions of this agreement, International Culinary Studio shall be entitled to perform its duties hereunder in such manner as it may think fit.
- 13.3 International Culinary Studio shall undertake to keep all student records and personal information private and confidential.

## **14. STUDENT'S OBLIGATIONS**

- 14.1 The student shall, at his/her own cost and expense, attend the examinations presented by the relevant accreditation body at their examination centre, should the student opt to undertake the final examination for that accredited qualification.
- 14.2 The student shall be responsible for all additional training costs such as ingredients, materials and equipment required in practical assessments and tasks.
- 14.3 The student is liable for the payment of all fees.
- 14.4 The student shall be liable for all costs linked to his/her Mentor Chef
- 14.5 The student shall always abide by the Regulations and Code of Conduct of International Culinary Studio. Without limiting the generality of the foregoing, the student shall adhere to International Culinary Studio's policies and guidelines in respect of lodging any grievances or complaints, in respect of any course offered by International Culinary Studio or with International Culinary Studio itself.
- 14.6 The student shall ensure that all information contained in the attached registration form is complete and accurate in every respect.
- 14.7 The student shall ensure that all courses are completed within the time periods therefore allotted.

## **15. TRAINING**

- 15.1 All training and formative assessment between International Culinary Studio and the student will take place online.
- 15.2 International Culinary Studio shall make available such number of instructors as may be determined by International Culinary Studio to mark assignments and assist students.
- 15.3 All summative practical assessments will take place between the student and the student's chosen Mentor Chef (a qualified industry chef), using International Culinary Studio's summative assessment criteria and documents and will be verified by a qualified International Culinary Studio Chef Instructor.
- 15.4 Study material supplied to students may not be passed on or access given to anyone other than the registered student.

15.5 International Culinary Studio does not accept responsibility for a student's eligibility or entry for public examination.

## **16. EXCLUSION OF DAMAGES AND THE LIMITATION OF LIABILITY**

16.1 Under no circumstances will International Culinary Studio be liable to the student for any direct, consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable, based on a claim against the student by any third party, arising out of the breach or failure of any expressed or implied warranty, breach of contract, misrepresentation, negligence, strict liability in delict or otherwise resulting from the student's use of information and/or training acquired while on the course or resulting from any advice given by the student to any third party based on instruction received by the student during the course.

16.2 The student hereby indemnifies International Culinary Studio against any claim by any third party against the student arising from any cause whatsoever or howsoever caused by implementation of any aspect of the course and the student undertakes to take all reasonable steps to limit their liability in this regard.

## **17. INDEMNITY**

17.1 The student fully understands and accepts that all practical course activities shall be undertaken at the student's own risk and on behalf of themselves, their spouses, their executors and the student, to indemnify, hold harmless and absolve International Culinary Studio, its associated companies and organisations and their employees and representatives acting in such capacity, against and from any claims whatsoever, which may arise in connection with any loss and/or damage to the person and/or property of the student in the course of such activities.

## **18. SECURITY**

18.1 The User undertakes not to disclose his/her Login Details to any other person or permit any other person to utilise the Service or Website Contents through the User's Account.

18.2 The User agrees that:

- (i) He/she is solely responsible for all use of the Service and Website, Website Content, accessed through the User's Account, with or without the User's authorisation;
- (ii) He/she may be held criminally or civilly liable for any damage, loss or liability suffered by International Culinary Studio as a result of any such authorised or unauthorised access, and
- (iii) He/she shall only have one User Account with International Culinary Studio and shall not open multiple Accounts with International Culinary Studio.

## **19. AUTHORITY**

International Culinary Studio retains authority over the issuing, maintenance and closing of any User's Account on the Website and any decision in regards thereto is taken at the sole and absolute discretion of International Culinary Studio, and is not subject to review or appeal.

## **20. PRIVACY**

International Culinary Studio's Privacy Policy covers all details in relation to the protection of the User's right to privacy in his/her use of the Service and his/her User Account. The Privacy Policy should be read carefully by the User, who by agreeing to the provisions of this Agreement, simultaneously agrees to the terms and conditions contained in the Privacy Policy.

## **21. INTELLECTUAL PROPERTY**

21.1 The User agrees that:

- (i) Save for the limited rights to use the Service as set out in this Agreement, the User has no rights to and/or title in, to or in respect of the Intellectual Property found on the Website, including but not limited to software, text, graphics, icons, hyperlinks, and designs:
- ii. The Intellectual Property found on the Website is the property of, or licensed to, and strictly reserved by International Culinary Studio and as such are protected by infringement by local and international legislation.
- iii. In his/her use of the Website he/she obtains no rights to any of the Website Content, of any part thereof.
- iv. It is not permitted to copy or distribute any of the learning material without the consent, in writing from International Culinary Studio.

## 22. DISCLAIMER

- A. INTERNATIONAL CULINARY STUDIO DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE WEBSITE CONTENT AND TECHNOLOGY AVAILABLE FROM THE WEBSITE, WHICH IS PROVIDED TO THE USER "AS IS".
- B. INTERNATIONAL CULINARY STUDIO DOES NOT MAKE ANY WARRANTY THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE WEBSITE OR THE WEBSITE CONTENTS OR THE TECHNOLOGY USED TO PROVIDE THE WEBSITE SHALL BE FREE FROM VIRUSES, BUGS OR ANY CONTAMINANTS.
- C. THE USER ACKNOWLEDGES THAT THE WEBSITE AND WEBSITE CONTENTS ARE USED SOLELY AT HIS/HER OWN RISK AND THAT IT IS THE SOLE RESPONSIBILITY OF THE USER TO SATISFY HIM/HERSELF THAT THE SERVICE AVAILABLE FROM AND THROUGH THESE WEBSITES WILL MEET THE USER'S INDIVIDUAL REQUIREMENTS AND WILL BE COMPATIBLE WITH THE USER'S HARDWARE AND/OR SOFTWARE.
- D. IT IS SPECIFICALLY RECORDED THAT ANY INFORMATION, IDEAS AND OPINIONS EXPRESSED ON THE WEBSITE DO NOT REPRESENT THE OFFICIAL OPINION OF INTERNATIONAL CULINARY STUDIO, UNLESS OTHERWISE EXPRESSLY PROVIDED.
- E. HYPERLINKS PROVIDED ON THE WEBSITE TO OTHER SITES ARE PROVIDED "AS IS" AND INTERNATIONAL CULINARY STUDIO WARRANTS THAT IT DOES NOT NECESSARILY AGREE WITH, EDIT OR SPONSOR THE CONTENT PROVIDED ON SUCH OTHER SITES. ANY MATERIALS CONTAINED IN SUCH OTHER SITES ARE ACCESSED AT THE SOLE RISK OF THE USER AND INTERNATIONAL CULINARY STUDIO DOES NOT CLAIM ANY RESPONSIBILITY FOR ANY DAMAGE OR LOSS SUFFERED BY THE USER AS A RESULT OF THE ACCESSED MATERIAL.
- F. ICS GIVES NO WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE IN RELATION TO ANY OF THE SERVICES. ICS SPECIFICALLY AND EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMISSIBLE IN LAW THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ALL OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR CUSTOM IN RELATION THERETO, PROVIDED THAT NOTWITHSTANDING THE AFOREGOING, ICS DOES NOT EXCLUDE LIABILITY TO THE EXTENT THAT SUCH LIABILITY MAY NOT BE EXCLUDED OR LIMITED BY LAW.
- G. SUBJECT TO ANY LIMITATIONS TO ITS LIABILITY SET OUT IN THESE TERMS, ICS HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS USER ARISING FROM ANY ACT, OMISSION OR FAILURE TO ACT BY ICS, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, WHICH ACT, OMISSION OR FAILURE TO ACT IS IN MATERIAL BREACH OF ICS'S OBLIGATIONS UNDER THIS AGREEMENT AND/OR ANY VIOLATION OF ANY LAW PROVIDED THAT (I) ICS SHALL, UNDER NO CIRCUMSTANCES, BE LIABLE IF AND TO THE EXTENT THAT ANY LOSS, DAMAGE, LIABILITY OR EXPENSE RESULTS FROM THE NEGLIGENCE OR WILFUL OR RECKLESS MISCONDUCT OF USER, (II) ICS SHALL, UNDER NO CIRCUMSTANCES, BE LIABLE IF AND TO THE EXTENT THAT ANY LOSS, DAMAGE, LIABILITY OR EXPENSE RESULTS FROM ANY ACT, OMISSION OR FAILURE TO ACT BY USER WHICH ACT, OMISSION OR FAILURE TO ACT IS IN BREACH OF STUDENT'S OBLIGATIONS UNDER THESE TERMS AND/OR ANY VIOLATION OF ANY LAW, (III) ICS'S LIABILITY SHALL AT ALL TIMES AND IN ANY EVENT BE LIMITED TO THE PROCEEDS, IF ANY, OF THE INSURANCES HELD BY OR FOR ICS IN RELATION TO THE DAMAGES CONCERNED. UNDER NO CIRCUMSTANCES SHALL ICS BE LIABLE TO ANY PERSON, INCLUDING WITHOUT LIMITATION ANY STUDENT, FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON A CLAIM AGAINST ANY STUDENT BY ANY THIRD PARTY, ARISING OUT OF THE BREACH OR

FAILURE OF ANY EXPRESSED OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN DELICT OR OTHERWISE.

## **23. APPLICABLE LAW**

This agreement shall be read and constructed according to the laws of New Zealand, and the parties submit to the jurisdiction of that State or the relevant overarching jurisdiction within the countries of the parties involved.

## **24. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the User and International Culinary Studio and supersedes any previous agreement, understanding or arrangement between the User and International Culinary Studio.

## **25. SELF REGULATION, ACCREDITATION AND CODE OF ETHICS**

International Culinary Studio confirms the following:

- a. International Culinary Studio offers support in relation to City & Guilds & NZQA qualifications.
- b. International Culinary Studio is registered as a member of NZCA (New Zealand Chef's Association).
- c. International Culinary Studio's Code of Ethics covers all details pertaining to the conduct and ethical standards applicable to International Culinary Studio staff and Students. The User should carefully read the Code of Ethics.
- d. International Culinary Studio is approved for the Worldchefs Recognition of Quality Culinary Programme

## **26. SEVERABILITY**

Every provision of this Agreement (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of this Agreement. If any of the provisions of this Agreement (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) is found by any court of competent jurisdiction to be invalid and/or unenforceable, then, notwithstanding such invalidity and/or unenforceability, the remaining provisions of this Agreement shall be and remain of full force and effect.

## **27. DOMICILIUM CITANDI ET EXECUTANDI**

International Culinary Studio chooses the following address as its *domicilium citandi et executandi* in respect of all purposes arising out of or in connection with this Agreement at which address all processes and notices arising out of or in connection with this Agreement may validly be served upon or delivered to International Culinary Studio:

1-116 William Street  
Kaiapoi  
7630  
New Zealand

## **28. AMENDMENTS**

- a. International Culinary Studio reserves the right to update or modify this Agreement, or any part thereof, at any time and without notice to the User or without acquiring the User's prior written consent.
- b. The User will be bound by the amended terms and conditions of this Agreement within fourteen (14) days of such amendments being made.

## 29. DISPUTE

In the event of any dispute arising between the User and International Culinary Studio, of any nature whatsoever, in relation to any matter provided for or arising out of this Agreement, New Zealand law will apply and the appropriate courts of New Zealand will have jurisdiction.

## 30. CESSION AND ASSIGNMENT

- a. The User shall not be entitled to cede, assign, or transfer any of his/her rights or obligations under this Agreement without the prior written consent of International Culinary Studio.
- b. International Culinary Studio shall be entitled to cede, assign and transfer any of its rights under this Agreement without providing prior notice or without the User's consent, subject to the third party being bound by the Privacy Policy and Code of Ethics.

## 31. TERMINATION AND BREACH

- a. International Culinary Studio reserves the right to take any action as it sees fit should the User breach any terms and conditions of this Agreement, including but not limited to, termination of this Agreement.
- b. Upon termination of this Agreement, International Culinary Studio reserves the right to block the User's access to the Service and terminate the User's Account on the Website.
- c. The User agrees to fully indemnify International Culinary Studio from and against all claims, howsoever caused, which may arise due to:
  - i. The User's breach of this Agreement.
  - ii. Violation by the User of any governing law or any third-party rights.
  - iii. Use by the User of the Service or use by any other person of the Service, accessed through the User's Account, with or without the User's consent.

## 32. MISCELLANEOUS

### 32.1 **Warranties:**

32.1.1 Each party warrants to the other party that it has the power, authority, and legal capacity to sign and perform this Agreement.

32.1.2 International Culinary Studio does not warrant that an extension shall be given to any student who does not complete the course within the period therefore allotted. 32.1.3 The student warrants that use of International Culinary Studio's online suite and all related content thereon will be entirely at their own risk and the website and all of its contents are provided on an "as is" basis and International Culinary Studio makes no representations or warranties of any kind, whether express or implied, to the accuracy of the contents of the website and International Culinary Studio does not warrant that the website's functions will be uninterrupted or error free or that the site or its server is free from viruses or other harmful components.

32.1.4 The student warrants that International Culinary Studio, its agents or suppliers, shall not be responsible for any direct or indirect special consequential or other damage of any kind whatsoever suffered or incurred by you, related to your use of, or your inability to access or use, the content or the website or any functionality of the website or of any linked website, even where International Culinary Studio is expressly advised thereof and the student will indemnify International Culinary Studio, its owners, directors, employees, officials and agents and keep them fully indemnified, from and against any loss or damage suffered or liability incurred in respect of any third party, which arises from your use of the website.

### 32.2 **Payment and Interest:**

32.2.1 All payments in terms of or arising out of this Agreement shall be made free of bank exchange, commission and all other deductions to the party entitled thereto.

### 32.3 **Whole Agreement:**



32.3.1 This Agreement constitutes the whole Agreement between the parties as to the subject matter hereof and no agreement, representations, or warranties between the parties other than those set out herein are binding on the parties.

32.3 **Variation:**  
No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorized representatives.

32.5 **Relaxation:**  
No latitude, extension of time or other indulgence which may be given or allowed by any party to any other party in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise effect of that party's rights in terms of or arising from this Agreement or stoop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof

### **33. APPLICABLE LAW**

This agreement shall be read and constructed according to the laws of New Zealand, and the parties submit to the jurisdiction of that State or the relevant overarching jurisdiction within the countries of the parties involved.

### **34. GENERAL INFORMATION**

International Culinary Studio may be contacted on [info@internationalculinarystudio.com](mailto:info@internationalculinarystudio.com) or [www.internationalculinarystudio.com](http://www.internationalculinarystudio.com)