

## Schedule 6 – APIL webinars

This schedule contains additional terms and conditions which apply to an APIL online training event ('the webinar') purchased from APIL by the Customer. This schedule forms part of the Contract.

### Definitions

#### Booking form

means the form which must be completed by the Customer and returned to APIL to book a place at the Webinar

#### Delegate

means the individual who views and/or listens to the Webinar

#### Webinar Date

means the date(s) set out in the Contract upon which the Webinar takes place

#### Intellectual Property

means all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information

#### Trainer

means an individual who delivers a seminar, meeting, conference, symposium or forum at the Webinar on behalf of APIL

#### Webinar

means the seminar, meeting, conference, symposium or forum transmitted online by APIL either live or in a pre-recorded form.

### 1. Payment

- 1.1 The price for the Webinar is stated on APIL's booking form.
- 1.2 Payment of the Price in full must be sent to APIL with the Customer's booking form and in any event in advance of the Webinar.

### 2. Cancellation and variation by APIL

- 2.1 APIL reserves the right to cancel the Webinar. In the event of cancellation APIL will invite the Customer to attend an equivalent Webinar, where available, at the same Price. Alternatively, the Customer will be entitled to a full refund of the Price.
- 2.2 APIL reserves the right to arrange an alternative date for the Webinar. In such an event APIL will invite the Customer to attend an equivalent webinar, where available, at the same Price. Alternatively, the Customer will be entitled to a full refund of the Price.
- 2.3 APIL shall not be liable for any other loss or expense arising as a result of either the cancellation or variation of the Webinar in accordance with clause 2.1 or 2.2 of this Schedule.

### 3. Cancellation, Transfers and Substitutions by the customer

- 3.1 No refund of the Price will be given where the Customer cancels this contract before the Webinar Date.

3.2 No refund of the Price will be given where the Customer fails to view and/or listen to the Webinar.

3.3 Where the Customer is unable to attend the Webinar, APIL will accept a substitute delegate provided the substitute delegate is an APIL member.

#### **4 General**

4.1 All Intellectual Property associated with the Event shall remain vested in the owner be it APIL, its Trainers or others identified within the Event Pack.

#### **5. Force Majeure**

5.1 APIL shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

#### **6. Conflict**

6.1 If there is a conflict between the terms contained in this Schedule and the Main Contract Terms and Conditions, this Schedule shall prevail.