

Terms and Conditions

Invoicing

Clients will be invoiced upon course completion towards the end of the month. Clients who require a PO number are asked to record this online or in the area provided below and returned to training@asurequality.com. Credit Card payments can be requested and card number recorded below. Card payments are processed after the course date. Invoices with Purchase Order numbers will be forwarded to the Accounts Payable contact where possible. Credit Card payments will generate an invoice and the card holder will be provided with this documentation noted as paid. Any registration whereby this information is not provided, invoices will be directed to the registered trainee at the employer contact email or company address. All figures are recorded in NZD for New Zealand courses.

Withdrawal fees

Notification of cancellations and transfers must be made in writing. Please note AsureQuality reserves the right to cancel any course due to insufficient numbers or circumstances beyond our control.

- If the client withdraws from the course before it starts, no fee is charged.
- Courses under 3 months: If the client withdraws from the course within the first 5 days from course commencement, a 25% withdrawal fee will be charged.
- Courses over 3 months: If the client withdraws from the course within the first 10 days from course commencement, no course fee will be charged, only incurred administrative costs (10% of course fee or \$500, whichever is the lesser amount). If the withdrawal occurs after 10 days, the full course fee will be charged.

Liability

Delegates will be notified as early as practical and offered a transfer to another course. AsureQuality is in no way liable for any loss whatsoever (including consequential loss) incurred by the Client as a result of the Services. Both parties will at all times comply with the Health and Safety Employment Act 1992 and any other applicable legislation. For the purposes of the New Zealand Health and Safety Employment Act 1992,

the parties agree that where AsureQuality's personnel are providing the Services at the Client's Location, the Client is the person in control of the place of work. The Client will indemnify AsureQuality in respect of any claim, loss, damage, accident or injury (whether to persons or property) suffered by AsureQuality in providing the Services.

AsureQuality is required to ensure that international students enrolled in courses with a duration of two weeks or more take out appropriate and current medical and travel insurance to cover themselves against accident or illness, theft, loss of or damage to their personal property for the duration of their visa.

Termination

The parties may terminate this Contract by mutual agreement. If either Party is unable to pay its debts if and when they are due, gives notice of cessation of business, commits an act of bankruptcy, goes into liquidation, or has a receiver or manager appointed by any charge holder, the other party may terminate this contract immediately. Termination does not affect any rights or obligations of the parties that have arisen prior to termination.

Misconduct and Disciplinary Procedure

Misconduct includes: Irregular attendance of class, theft, use of alcohol, drugs, disruptive and disrespectful behaviour and non-compliance with laws of New Zealand.

AsureQuality reserves the right to terminate the training of any trainee at any time for misconduct subject to the points stated below or any other reason as they think fit after fair and reasonable notice & consideration of the student perspective.

- A disciplinary problem will be formally acknowledged by one verbal warning from AsureQuality Trainer or Assessor to the trainee concerned. If the student fails to rectify his or her behaviour, the AsureQuality Trainer or Assessor will formally notify the Compliance Administrator who will write to the student with their concern and notice of their intention to exclude the trainee.
- Upon receiving written notification from the Compliance Administrator, a trainee shall no longer

be permitted to attend any further class or classes on any course if the enrolment is terminated.

- The AsureQuality Trainer or Assessor reserve the right to exclude students from a course if behaviour is not adequate, following one verbal warning.
- If the behaviour of any participant is considered dangerous, the AsureQuality Trainer or Assessor reserves the right to expel them from the course without any verbal warning.

Miscellaneous

The Client acknowledges that the Intellectual Property is AsureQuality's sole and exclusive property. To the extent that any Intellectual Property does not vest automatically in AsureQuality under this Contract or at law, the Client agrees to assign the Intellectual Property to AsureQuality. The Client will fully disclose any Intellectual Property to AsureQuality of which it becomes aware. Any dispute between the parties concerning this Contract will be discussed between them in the spirit of goodwill with a view to a resolution. If the dispute cannot be resolved by the parties, either party may request that the dispute be referred to mediation, or arbitration under the Arbitration Act 1996.

Confidentiality

We confirm this service on the basis that it will remain confidential in every respect and will not be disclosed to any other party without AsureQuality's prior written approval.

Special Requirements

The client will inform AsureQuality, in writing, if there are any special requirements needed to cater for the trainees participating in the training event. Special requirements include anything in addition needed to assist with reading, writing, language, disabilities, cultural needs etc.

International students

International students will be required to submit a copy of their passport and visa, and if required, evidence of meeting the English Language requirements for the course.

Purchase Order Number: (if required) _____

Credit Card Option: Yes No

Card Number: _____

Name on Card: _____

Credit Type: VISA Mastercard Expiry Date: _____ / _____

Amount: \$ _____ Signature: _____

Name: _____ Signature: _____

Course: _____ Course Date: _____