

# AsureQuality Academy Terms and Conditions

## Invoicing

Clients will be invoiced upon course completion towards the end of the month or after the withdrawal period for Meat Inspection courses (from the eleventh working day after the start of the course). Clients who require a PO number are asked to record this in the area provided below and returned to training@asurequality.com. Credit Card payments can be requested. 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.

## Cancellation and Rescheduling

Notification of cancellation or rescheduling of training courses and booked services must be made in writing to training@asurequality.com as soon as possible to avoid cancellation or rescheduling fees.

Cancellation fees are based on full course costs and will be incurred as follows:

- Where you have given notification to AsureQuality Ltd at least 10 working days' prior to scheduled training or booking there is no cancellation or reschedule fee.
- Where you have given notification to AsureQuality less than 10 working days' prior to scheduled training or booking there is a 10% cancellation or reschedule fee to cover administration costs or \$500, whichever is the lesser.

Please note AsureQuality reserves the right to cancel any course due to insufficient numbers or circumstances beyond our control and we will notify you as soon as possible to reschedule.

## No-shows or Failure to attend

In the following situations, the student will be treated as having withdrawn from the course:

- Where the student fails to attend the course (no-show); or
- Where the student attends the course during the refund or withdrawal period, but stops attending the course before the end of refund or withdrawal period.

In these situations, the withdrawal fees below will apply according to the course duration and withdrawal periods.

## Withdrawal fees

Notification of withdrawals must be made in writing. Withdrawal fees apply as follows:

- Course duration: Two days or less  
Withdrawal period: None  
Withdrawal fee: 100% of the course fee will be charged.
- Course duration: More than two days but under five weeks  
Withdrawal period: If withdrawal occurs up to the end of the second day after the start of the course.  
Withdrawal fee: 50% of the course fee will be charged.
- Course duration: Over five weeks but less than three months  
Withdrawal period: If withdrawal occurs up to the end of the fifth day after the start of the course.  
Withdrawal fee: 25% of the course fee will be charged.
- Course duration: Over three months  
Withdrawal period: If withdrawal occurs up to the

end of the tenth working day after the first day of the course.

Withdrawal fee: Administration costs up to %10 of course fee or \$500, which ever is the lesser.

or If the withdrawal occurs after the withdrawal period, 100% of the 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 at Work Act 2015 and any other applicable legislation. For the purposes of the New Zealand Health and Safety at Work Act 2015, 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, cheating and 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 three verbal warnings 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 Compliance who will write to the student with their concern and notice of their intention to exclude the student.
- Upon receiving written notification from Compliance, a trainee shall no longer be permitted to attend any further class or classes if the enrolment has been terminated.
- The AsureQuality Trainer or Assessor reserve the right to exclude students from a course if behaviour is not adequate, following three verbal warnings.
- 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.

Note - Where the training is being delivered in-house, the AsureQuality Trainer or Assessor will notify the relevant employer contact to discuss misconduct and remedial actions.

## 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.

## Entry requirements

NZQA Approved Training Schemes require a level of written and oral English equivalent to IELTS 5.5 or higher to be eligible to enrol. The person responsible for making bookings to the course or the authoriser must agree to these Terms and Conditions prior to acceptance of their student(s) onto the course.

Students will also be required to meet any other entry requirements stated on the course information. These may include being currently employed in the industry or have relevant experience in a specific field.

## Pre-Course and/or Post-Course Requirements

The client accepts full responsibility for failure to abide by any pre-course or post-course requirements. This includes, but is not limited to, completing and returning course documents, evidence of competency, attestation forms.

## Attestation and/or Verification Forms

Some courses require attestations or verification forms to be completed and returned to AsureQuality. Clients will be given a timeframe to complete these forms. Failure to return a completed attestation or verification before due date may prevent the unit standard being processed as competent.

## In-House Courses

If training is held at the client's premises, the client and AsureQuality will agree on the facilities the client will be required to provide according to the course requirements.

## Representations

The Client may not use the AsureQuality logo or make any public reference to AsureQuality or AsureQuality's provision of the Services, including on packaging or in any advertising or promotional material, without the prior written approval of AsureQuality, which approval may be given or withheld in AsureQuality's absolute discretion.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Course: \_\_\_\_\_

Course Date: \_\_\_\_\_ PO Number: \_\_\_\_\_

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