

TERMS AND CONDITIONS OF ENROLMENT WITH ELITE SAFETY TRAINING LIMITED



Elite Safety Training Terms and Conditions: In signing our enrolment forms and/or accepting our training quotes/estimates you undertake to comply with the Elite Safety Training Terms and Conditions of Enrolment and published policies and regulations of Elite Safety Training with regard to attendance, academic integrity and progress, health and safety, conduct and behaviour and use of information systems, and cancellation and refund terms and conditions (available through www.elitesafety.co.nz).

1. Parties and Definitions of Agreement:

- 1.1. "Elite Safety Training" is Elite Safety Training Limited, any person or entity/company acting for or on behalf of Elite Safety Training Limited or with the permission or authority of Elite Safety Training Limited.
- 1.2. "We", "Us", and "Our" means Elite Safety Training.
- 1.3. "You", "Your", "Trainee", "Student" or "Learner" means you the customer.
- 1.4. "Website" means the Elite Safety Training website at www.elitesafety.co.nz.
- 1.5. "Customer", "Employer" includes any person registering for a service from Elite Safety Training

2. **Changes to Terms and Conditions:** We reserve the right to update these terms and conditions from time to time. If we make any revisions and amendments, these will be reflected and tracked by the date and version number of this document.

3. Enrolment and Entry Criteria:

- 3.1 Your enrolment is subject to meeting our entry requirements. Your enrolment is also subject to Elite Safety Training receiving all fees from you on or before the first date of teaching starts (unless otherwise mutually agreed – see Fees and Charges below).
- 3.2 You agree to give Elite Safety Training promptly any information required relating to your enrolment or continued enrolment with Elite Safety Training.
- 3.3 The pre-requisite and entry criteria of each course/programme or assessment, will be made available in the programme documentation, and will be made available on the Elite Safety Training website. The learner and/or employer accepts full responsibility for failure to abide by any pre-requisites.
- 3.4 Trainees/learners are required to produce evidence of identity and citizenship/residency. Elite Safety Training does not enrol overseas international learners.
- 3.5 **National Student Number:** If you are unable to locate your NSN Number, you can contact NZQA to find this: Call NZQA on 0800 697 296 or use the following link to submit a request for your NSN number: <https://www2.nzqa.govt.nz/about-us/contact-us/question/>. Elite Safety Training will take all reasonable steps to assist the learner with securing their NZQA NSN number to allow reporting of qualifications and unit standards.
- 3.6 **Results Reporting:** Elite Safety Training will withhold academic results for learners who have not provided identification, until such time as relevant identification is supplied and is satisfactory.
- 3.7 Acceptance of your enrolment in a new course/programme or assessment will not be given if you still owe course fees and charges from a previous enrolment.
- 3.8 Elite Safety Training reserves the right to decline a request for enrolment.
- 3.9 **Equipment/Personal Protective Equipment:** You agree that any materials, books, special clothing, safety equipment (including PPE), and other items that may be required, are to be provided by you for your programme of study. In accordance with HSWA, all learners are required to comply with any instruction, policy or procedure issued by Elite Safety Training in relation to the use of PPE. This includes but is not limited to, hard hats, safety footwear, Hi-Visibility Vests. Failure to comply may result in the learner being removed from the course in the interest of safety. Should it be for the student to return to complete the course/programme or assessment at a later date, Elite Safety Training reserves the right to pass on any associated costs to the learner or their employer.

4. Contact Information

- 4.1 Learners are required to ensure that Elite Safety Training has their current contact information at all times.
- 4.2 Elite Safety Training will use your preferred contact details as the main point of contact. If you need to update your personal contact information, please contact Elite Safety Training direct – training@elitesafety.co.nz or 03 409 0899.
- 4.3 If you have enrolment via your employer, they will be our main point of contact for all course/programme related enrolment and correspondence.
- 4.4 Elite Safety will make contact with your emergency contact, where we deem there is a serious threat to the student's life or health.

5. **Company Specific Courses:** If training is held at the Customer/Employer's premises, the customer agrees to provide all facilities including training room, air conditioning/heating, bathroom access, power outlets, tables, chairs, whiteboard, projector screen/white wall or TV, and tea/coffee facilities. The customer also agrees to pay the minimum charge for the specific course/programme or assessment regardless of how many employees attend.

6. Fees and Charges, and Payment Terms

- 6.1 Elite Safety Training course fees and charges are established by the Elite Safety Training governing body.
- 6.2 Upon acceptance of enrolment, you will be issued with an invoice for payment and a receipt once paid in full as follows:
Credit Account Customers Only - All invoices issued by Elite Safety Training for training shall be paid by the learner (or their employer) to Elite Safety Training no later than the 20th day of the following month of the invoice date.
All other Customers - All invoices issued by Elite Safety Training for Goods and Services shall be paid by the Learner (or their employer) to Elite Safety Training within 7 working days from the date of the invoice, or before the course/programme/ assessment date, whichever is sooner.

6.3 The following fees will apply when learners/students choose to cancel their booked places on a course, programme or assessment:

a.

Course/Programme/ Assessment Duration	Withdrawal/Cancellation period	Refund Amount
For Courses of 2 days duration or less:	5 working days or more before the commencement of the course/programme/assessment start date	Full refund given. No charge applies.
	4 working days or less before the commencement of the course/programme/assessment start time	No refund given. Full charge applies.*
	<i>Please note - If the learner cancels within 5 working days before the course/programme or assessment and chooses to move their booking to another date it is at our discretion if a charge will be applied or not. The full charge of the rebooked course/programme or assessment will still apply and payment must be made before the new booked date.</i>	
For courses of more than 2 days but under 5 weeks duration:	Up until the end of the 2 nd calendar day of the course commencing	Minimum 50% of the amount the learner has paid in respect of the course. If the learner has paid for 2 days only, Elite Safety Training reserves the right to retain 100% of the payment.
For courses of 5 weeks or more duration but less than 3 months:	Up until the end of the 5 th calendar day of the course commencing	Minimum 75% of the amount the learner has paid in respect of the course. From day 6 onwards any refund is at Elite Safety Training's discretion.
For Courses over 3 months duration:	Up until the end of the 8 th calendar day of the course start date	Elite Safety Training will make a refund equal to the full amount paid, less \$500 or 10% of the course fees, (whichever is the less).
	After the 8 th calendar day of the course start date	No refund. Full charge applies. Elite Safety Training may consider refunds on a <u>case by case</u> basis due to exceptional circumstances.

b. **Practical Assessments and Training with hired TTM:** There may be up to a 100% cancellation fee for hired TTM vehicles, equipment and/or STMS/TMO. This is at Elite Safety Training discretion, and we will notify you at the time of cancellation if a fee applies or not. Assessments with hired TTM On road hire will be charged from yard to yard, plus time for travel. An estimate will be sent to the client prior to the assessment with payment terms confirmed. This must be confirmed and approved by the client in writing prior to confirming the booking.

c. Failure to attend booked training will result in a "No Show" attendance status. All "no shows" will be charged the full course costs.

d. Where Elite Safety Training are required to travel out of the local area to run a specific course/programme/assessment for a client, if cancellation is received within 5 working days before commencement of the course/programme start date, there may be a charge passed on to the attendee for incidentals (pre-booked accommodation etc).

e. If a learner is expelled from our courses/programmes due to non-attendance or serious breach of our rules, full charges will apply.

6.4 The person in charge of booking the training (You or employer) becomes liable for all Elite Safety Training fees and charges when you attend the course, this is not reduced if you do not attend all of the booked courses/programmes. Your attendance at the course/programme is deemed to be your acceptance of the liability of all fees and charges associated with the course.

6.5 Results reporting: Elite Safety Training will not submit results to NZQA until payment is made in full for all outstanding fees and charges.

6.7 The prices published on our website may be subject to change without notice unless you have an agreement with us.

6.8 You agree to pay any additional costs incurred by Elite Safety Training, such as travel, accommodation and food allowance costs, when local resource is unavailable or when Elite Safety Training travels to train you. These charges will be advised during the booking process.

6.9 **Default and Consequences of Non-Payment** - Should you fail to pay any amount owing by the due date on the invoice received, Elite Safety Training reserve the right to charge 5% per month on all overdue amounts and reserves the right to employ debt collection agents to recover/attempt to recover the overdue amounts from you. You shall pay all costs and expenses including legal costs and debt collection agent fees, which may be incurred.

7. Course, Programme & Assessment Requirements:

7.1 Pre-course programmes (ie online learning programmes): Trainees/learners who are required to complete pre-learning to achieve unit standards must have completed this before attending the course/programme. Trainees who have NOT completed their pre-course programme before arriving at the course will be given the option to leave the course and contact Elite Safety Training's Student Care Manager to re-book at a later date. There will be no refund and full course fees will be charged for the new booking.

7.2 Any learner who arrives 15 minutes or more late, may be turned away from the course/programme and full charges will still apply.

7.3 Learning objectives and assessment processes are detailed at the beginning of each course or programme. Competency is assessed, and assessments conducted, according to NZQA criteria where appropriate.

7.4 Learners who receive a "Not Yet Achieved" mark will be given the opportunity to achieve competency after feedback and expectations are communicated by the trainer/assessor. Learners will have an opportunity to re-sit available to them as described in the assessment regulations for the course/programme.

7.5 The learner must provide any post course requirements (if applicable for that course/programme), including but not limited to, completing and returning course paperwork, providing evidence of competency. This must be returned to Elite Safety Training within a given timeframe. Failure to do so may result in the unit standard not being awarded or registered with NZQA.

7.6 The learner can advise Elite Safety Training of any special requirements by the student, including but not limited to health, literacy, and cultural requirements. Where a reader/writer is required, Elite Safety will take all reasonable steps to supply one. The reader/writer cannot be another student attending the same course or a family member. Given the type of physical work in TTM, physical disabilities (mobility, hearing, vision) may be a barrier for certain practical tasks due to health and safety considerations. This will be made clear in our enrolment process and course material/student handbooks.

8. Enrolment Changes and Withdrawals on Courses/Programmes and Assessments:

8.1 If you wish to change your course, you must make your request in writing via email to training@elitesafety.co.nz. If your employer has enrolled you and they are paying your course/programme fees, they will be informed of your decision to change your course/programme.

8.2 Where a learner/trainee decides to withdraw from one of Elite Safety Training's courses/programme or assessment after commencement, an individual will receive **no refund**. If your employer is paying the invoice, the full fee will be invoiced, and **no refund** will be paid.

8.3 In addition to any difference in fees, an administration charge may be applied to each course change. You, the learner, are liable for these charges that must be paid by the date set by Elite Safety Training.

- 8.4 Notification of cancellation or postponement of training must be made in writing via email to training@elitesafety.co.nz. If your employer has enrolled you and they are paying your course/programme fees, they will be informed of your decision to change your course/programme.
- 8.5 The date of cancellation will be determined by the date in which Elite Safety Training receives your written confirmation of cancellation/withdrawal.
- 8.6 Elite Safety Training reserves the right to withdraw a student from a course or programme if the student breaches any behaviour expectations, policies and procedures; any misconduct or breaks the law at an Elite Safety Training venue or facilitated event., and/or any person who is deemed by us to be unfit due to health reasons including but not limited to intoxication or behavioural issues.
- 9. Refund of Fees and Charges:**
- 9.1 Any request for refund and charges associated with a formal withdrawal from a course as specified in 6 above, must be made in writing. Refer to our [Withdrawals and Refunds Policy](#) for withdrawal timeframes.
- 9.2 If a formal withdrawal has been requested on compassionate grounds (ie death of a family member, accident or emergency), and inside of our non-refundable withdrawal timeframe, it is at Elite Safety Training's discretion to refund any fees and charges.
- 9.3 Approved refunds will be direct credited to the party making the original payment, within 6 weeks of receipt of the completed refund application, or where supplied, to an approved bank account.
- 10. Funded Courses:** Elite Safety Training accepts no responsibility for the withdrawal of any funding or subsidies. In the event that funding, or subsidies are withdrawn, or the Learner is found not to be eligible for the funding or subsidy, Elite Safety Training will invoice the learner or employer the full course cost and the learner or employer remains liable for that amount.
- 11. Changes or Cancellations of Courses:**
- 11.1 Elite Safety Training reserves the right to change the delivery date and times of a course/programme. Where days, dates or times are changed, Elite Safety Training undertakes to attempt to contact all enrolled students either at their email address or contact phone number, or employer to inform them of such changes.
- 11.2 Elite Safety Training reserves the right to cancel or postpone a course/programme or assessment if minimum numbers for that course/programme or assessment are not met.
- 11.3 **Limitation of Liability:** Elite Safety Training will not be liable for any costs incurred by the Customer due to cancellation arising from circumstances beyond our control including but not limited to Trainer illness. You agree that if Elite Safety Training is unable to perform its obligations by reason of any event beyond our reasonable control, then Elite Safety Training is released from its obligations to the extent we are prevented or delayed from performing our obligations.
- 11.4 Fees and charges paid will be refunded in full to the person or organisation which paid originally, or may be transferred, with the agreement of the original payee, and used as payment towards a rescheduled course/programme.
- 11.5 Elite Safety Training reserves the right to postpone or suspend a course/programme or assessment where continuing might place you at an unacceptable level of risk, and breach the Health and Safety at Work Act 2015, ie weather event, natural disaster, learner competency.
- 11.6 Elite Safety Training reserve the right to refuse to train any company, employee or individual who we reasonably believe may be in competition with Elite Safety Training.
- 12. Privacy Statement (Personal Information)**
- 12.1 Elite Safety Training collects and stores information about its students to comply with various statutes and/or regulations, and to enable us to make decisions regarding your academic progress plus provide you with evidence of your academic achievements.
- 12.2 Elite Safety Training may also release your course/programme/micro-credential results and progress information to your employer (if your employer is paying for the training direct).
- 12.3 Where relevant, personal information may be disclosed to other agencies such as but not limited to: Ministry of Education, Immigration NZ, Audit New Zealand, New Zealand Qualifications Authority, Industry Training Organisations, industry licensing and registration bodies, and other tertiary institutions.
- 12.4 In addition to the above, and when required by law, Elite Safety Training will release information as directed.
- 14. Disputes and Complaints:** By enrolling in Elite Safety Training's course/programmes and assessments, you agree to abide by our statutes and policies for resolving disputes and complaints. You also agree that you have had an opportunity to read our statutes and policies prior to submitting your application. If you would like a copy, please refer to our website or phone us on 03 409 0899.
- 15. Information to Students:** Elite Safety Training shall make information about the training available to prospective students as required by the [Education and Training Act 2020 \(Part 4: 354\)](#).
- 16. Enrolment of Domestic Students only:** Proof of entitlement to study in New Zealand is required. Students are required to produce evidence of identity and citizenship/residency. Only domestic students can be enrolled on the Elite Safety Training programmes of study as defined by the Ministry of Education: <https://www.education.govt.nz/our-work/legislation/definition-of-domestic-student/>. Elite Safety Training does not enrol or accept overseas international students.
- 17. Application for Further Terms:** These terms and Conditions of enrolment and the terms in the enrolment form (including the Acknowledgement and declaration) apply from the date that Elite Safety Training receives your signed enrolment, during the time that you are a learner and when you are no longer a learner.