

Section 5 – TERMS AND CONDITIONS

What is the purpose of this contract?

This contract sets out the terms and conditions that apply when you (“you” and “your”) establish an account with, and purchase **Services** from **Forklift Industrial Training** (“we”, “us” and “our”).

What information about you can we collect?

You agree that we may obtain information about you to assess your credit worthiness, and enforce any rights under this contract. You agree that we may give that information to any person for the above purposes. You may request access to any information that we hold about you and ask us to correct any mistakes in it.

What and when must you pay us?

You agree to pay us:

- **in full on or before the 20th of the month** following the date of your invoice (“the due date”), *or the 30th of the month following the date of your invoice, but only if agreed upon by us at the time you establish your account with us.*

You understand that we **will** charge:

- a default penalty fee on any amount you owe after the due date at the rate of 2.5% per month or part month; and
- that you agree to pay any default penalty fee charged to you without dispute; and
- any additional costs, including debt collection and legal costs on a solicitor client basis, which we may incur because of having to enforce any of our rights contained in this contract.

You understand that:

- In the event that your account is not kept current, all services to you will be suspended and you will be placed on stop-credit until such time as your account has been paid in full; and
- If your account is placed on stop-credit twice, we will revoke this contract with you, and you will return to being a cash sale customer only.

What rights do we have to cancel this contract?

We have the right to suspend or cancel any part of any contract for the supply of **services** to you if you fail to pay any money owing after the due date or breach any condition contained in this contract.

What also are you agreeing to in this agreement?

- We are not liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.
- Whether or not we can satisfy your booking, may depend on time and availability.
- If we fail to enforce any of the terms and conditions contained in this agreement, it shall not be deemed to be a waiver of any of the rights or obligations we have under this agreement.
- If any of these terms and conditions shall be invalid, void or illegal or unenforceable, the validity existence, legality and enforceability of the remaining terms and conditions shall not be affected, prejudiced or impaired.

Section 5A – TRAINEE EXPECTATIONS

Course Eligibility Criteria

Specific course eligibility is advised on our website i.e. driver licence requirements. Please ensure that your trainee’s meet these requirements prior to booking. If in any doubt, please ask. In all courses provided by FIT (excluding Forklift Operator Certificates), trainees must produce a current and valid NZ Driver Licence (licence type may differ dependant on course). Failure to do so will mean that your trainee(s) will not be permitted to complete their course. This will be treated as a withdrawal - see Withdrawal / Cancellation / Refund Terms and Conditions.

Respect for Others

We ask that all trainee’s respect the rights of other people attending our course(s). This includes inappropriate language, acts, gestures or harassment of any form, including if for any reason a trainee’s phone needs to remain on that they leave the room to minimise disruption while taking the call.

Consequences

At the sole discretion of the trainer, if any trainee, after a verbal warning (or warnings) fail to adhere to any instruction or policy above this may result in the trainer asking the trainee to leave the course. This will be considered a withdrawal - see Withdrawal / Cancellation / Refund Terms and Conditions.

What are you agreeing to?

In the event that a trainee does not have the correct pre-requisite qualifications or refuses to produce a current and valid NZ Driver Licence or is asked to leave the training room due to lack of respect, silliness, or dangerous behaviour once training begins, that their fee's remain payable.

Section 5B - Withdrawal / Cancellation / Refund Terms and Conditions

The following applies:

- If a trainee provides 24 hours' notice (or more) that they are unable to attend and would like to cancel their training, there will be a refund of their paid fee's less \$50 per trainee (administration fee).
- If a trainee does not show, does not complete, or is unsuccessful in obtaining a pass grade, there will be no refund.
- If a trainee is unable to attend for a legitimate reason and would like to rebook to another time, this can be done at no charge on the first occasion, thereafter there will be a \$30 re-booking administration fee.
- If a course cannot be completed, once started, due to unforeseen circumstances, there will be no refund.

If Forklift Industrial Training needs to cancel a course, the following applies:

- In the first instance we will offer the option for you to rebook to an alternative date.
- If a mutually agreeable date cannot be reached, then a full refund will be made available.

Section 5C – General Terms and Conditions

Feedback

We value your feedback. Please visit our website www.fittraininghamilton.co.nz/feedback and complete the feedback form. Constructive feedback is welcomed.

What is the limitation on our liability?

The Consumer Guarantees Act 1993, the Contract and Commercial Law Act 2017 and other statutes and regulations may imply warranties or conditions or impose obligations upon us which cannot by law be excluded or contracted out of ("the statutory restrictions").

Subject to the statutory restrictions, it is agreed by you that we are not liable to you for any loss or damage of any kind whatsoever, arising from the supply of services by us to you, including consequential loss, whether suffered or incurred by you or another person or entity and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from **services** provided by us to you.

You agree that you are in trade, and the account is established for trade purposes and accordingly the provisions of the Consumer Guarantees Act 1993 and any other right, duty, or liability arising under a contract of sale by implication of law, do not apply to the supply of Services to you.

Jurisdiction

These terms and conditions are subject exclusively to New Zealand law and any dispute is to be determined exclusively within New Zealand jurisdiction.