

Terms and Conditions

The following conditions apply to any courses delivered by TR Driver Training:

ACCEPTANCE OF TERMS AND CONDITIONS

As a user, course registrant (paid, direct credit or on account) or submitter of online forms on the TR Driver Training website (www.trdrivertraining.co.nz), or engaging TR Driver Training Services to deliver services, you accept these terms and conditions.

These Terms and Conditions have the following expressions and meanings:

- 'Service', 'Services' means any service that is provided by TR Driver Training including training courses;
- 'We' and 'Us' and 'Our' are reference to TR Driver Training and the TR Group of companies;
- 'You' and 'Your' are reference to users and/or browsers of the TR Driver Training Services website;
- 'Website' means the TR Driver Training website www.trdrivertraining.co.nz;
- 'Product' means any product or training service or course that is offered for registration, sale and/or purchase on the TR Driver Training website;
- 'Customer', 'Customers' includes any person buying or registering for a service on the TR Driver Training website.

CHANGES TO TERMS AND CONDITIONS

These terms and conditions may be changed from time to time. All changes will be effective immediately upon posting changes on the website. It is the responsibility of all TR Driver Training customers to be familiar with the latest terms and conditions. Your on-going use of the TR Driver Training website represents your agreement to these terms and conditions.

INSURANCE

The client is responsible for all insurance related risk in respect of all vehicles, equipment and loads provided by them for use by their drivers / operators and our instructors in the conduct of any training.

SERVICE GUARANTEES

TR Driver Training' provision of services are covered under the Consumer Guarantees Act. TR Driver Training provides fit for purpose training services with reasonable care and responsibility and skill. Your rights for service provision and supply of service are covered under legislation. More information can be provided by The Office of the Privacy Commissioner.

CANCELLATION / ABANDONMENT

All practical training is subject to cancellation/abandonment in the event of unsafe or illegal conditions. Where possible the TR Driver Training instructor will make any decision relating to this in consultation with the nominated client representative.

Except where we have expressly accepted responsibility to you under these Terms, you will keep us protected against any legal action taken against us and pay us any costs, losses or expenses we incur in connection with your use of our website or any failure by you to comply with these Terms.

COURSE FEES

Course fees are normally quoted verbally or in writing prior to course registration. Course registration or attendance is confirmation that fees have been accepted by the client.

NZQA CREDIT REGISTRATION

As an NZQA accredited Private Training Establishment (PTE), TR Driver Training register NZQA Credits on behalf of the student. NZQA credit registration is compulsory. NZQA Credits are based on the credits available on a specified unit standard completed as part of a course. These credits are added to your record of learning held by NZQA. These are your credits and support your evidence of completion of unit standards and qualifications.

CONFIRMATION OF ORDER / COURSE REGISTRATION

All customers will receive a confirmation of their registration via e-mail when payment is received, direct credit requested or on account selected for registration of a course through TR Driver Training website. Customers, following a course payment, will also receive an invoice with their order.

Receipt of the automated 'receipt of registration' from the website is not a confirmation of acceptance on a course.

A contact form submitted, onsite request form submitted or an email request sent is not a course registration.

Course registration is not confirmed until payment has been made, and prerequisites (if any) are met and verified.

ATTENDEE NUMBERS

Where you are making a booking that includes more than one attendee; or booking a course on site, a minimum number of attendees is required. If the number attending changes:

1. Additional fees will be charged for any increase in the number of attendees in accordance with the registration costs (advertised or agreed)
2. A reduction of the numbers of attendee's is subject to our cancellation policy or minimum number requirements.

INVOICING / PAYMENT TERMS

For clients with approved credit accounts the course fee is invoiced at the completion of each course. Full payment is required no later than the 20th of the month following the date of our invoice. Late or non-payment may incur collection and/or legal fees for which the client accepts full liability for by registering for, or attending, the course.

For clients who do not have an approved credit account full payment is required on registration for the course. Pre-course or course material will not be handed out until full payment is received.

INFORMATION FOR TRAINEES AND EMPLOYERS

Our "Information for Trainees and Employers" sheet includes standard information and conditions which govern the delivery of our courses. A copy of this is available on request, and sent with all bookings.

WITHDRAWALS / CANCELLATIONS

Where notice is given more than 7 working days prior to the course start date, a \$50 administration fee will apply.

Where notice is given between 6-4 working days prior to the course start date, 50% of the full course fee will be charged.

For any postponements or cancellations given less than 3 working days prior to the course start date, 100% of the full course fee will be charged.

CONFIDENTIALITY / INTELLECTUAL PROPERTY / COPYRIGHT

The information provided in any proposal or quotation submitted by TR Driver Training is commercially confidential and it is not to be divulged to any other party.

The intellectual property of courses and course material is covered by copyright and may not be used or copied without written permission.