

TERMS AND CONDITIONS



IN THESE TERMS AND CONDITIONS:

- ‘Service’, ‘Services’ means any service that is provided by ChevTrain Ltd.
- ‘We’ and ‘Us’ and ‘Our’ means ChevTrain .
- ‘You’ and ‘Your’ means a Customer;
- ‘Website’ means the ChevTrain website at ChevTrain www.chevtrain.co.nz;
- ‘Customer’, ‘Customers’ includes any person registering for a service from Chevtrain

Changes to Terms and Conditions: Changes to Terms and Conditions. We reserve the right to update these Terms and Conditions from time to time and if we do, we will revise the date and revision number of this document.

All courses less than 3 months’ duration:

Course Length	Withdrawal Period	Refund Amount
For courses of 2 days or less	None	Any refund is at Chevtrain discretion
For courses of more than 2 days but under 5 weeks	Up to the end of 2 calendar days of the course commencing	A minimum of 50% of the amount the student paid in respect of the course
For courses of five weeks or more but less than three months	Up to the end of five calendar days of the course commencing	A minimum of 75% of the amount the student paid in respect of the course

All courses over 3 months' duration:

Withdrawal Period	Refund Amount
If the student withdraws on or before the 8th day of the course start date	ChevTrain will make a refund equal to the full amount paid, less \$500.00 or 10% of the course fees (whichever is the lesser)
If the student withdraws after the 8th day of the course start date or is expelled from the course due to non-attendance or a serious breach of the rules	Nil refund (ChevTrain will consider refunds on a case by case basis due to exceptional circumstances). A request would need to be put in writing to Chevtrain Quality Team for consideration. The Quality Teams decision is final.
If ChevTrain cancels the course	The student is entitled to a pro rata* refund of the fees paid, less the cost of any textbooks, external examinations or other materials supplied to the student

Note: *A pro rata fee refund is calculated according to the following formula:

Course fee (less cost of materials supplied to the student) divided by length of course (in weeks) multiplied by time remaining on course (in weeks) equals refund paid if course cancelled by Chevtrain.

All withdrawals must be received in writing (bookings@chevtrain.co.nz) on or before either the 1st day of commencement of the course for courses less than 3 months' duration or the 8th day after commencement of the course for courses over 3 months' duration.

Rescheduling Policy fees are based on **full course costs** and will be incurred on the following basis:

Where you have given notification to Chevtrain **at least 7 working days'** prior to scheduled training or booking, there is **no reschedule fee**.

Where you have given notification to Chevtrain **within 3-6 working days'** prior to scheduled training or booking, there is a **10% reschedule fee**.

Where you have given notification to Chevtrain **less than 2 working days'** prior to scheduled training or bookings, there is a **20% reschedule fee**.

Failure to attend training: Failure to attend a course will result in a 'No Show' attendance status. All 'No Shows' will be charged 100% cancellation/reschedule fee.

Student Withdrawal: Where a student decides to withdraw from one of Chevtrain courses after course commencement, an individual will receive **no refund**. If a student has been booked by their

Employer, the Employer will get invoiced **the full course fee no refund will be paid**. If the employer has prepaid for the course **no refund will be paid**.

Chevtrain 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.

Chevtrain reserves the right to cancel any public course if the course has not reached its minimum number.

Course/Training Schedule: The availability of courses and dates published on the Website are subject to change without notice. We reserve the right to cancel or alter the dates of any 'open' course due to insufficient numbers of students. We reserve the right to suspend training where to continue would breach the Health and Safety at Work Act 2015 ("HSWA"), or where continuing might place students at an unacceptable level of risk. We reserve the right to refuse to train any person who is deemed by us to be unfit due to health reasons including but not limited to intoxication or behavioural issues. We reserve the right to refuse to train any company, employee or individual who we reasonably believe may be in competition with us. Course duration may vary based on number of Students attending and level of knowledge and / or experience.

Late Student Arrival: Within 20 minutes of scheduled start time: Student may remain on course only at the trainer's discretion. Over 20 minutes of scheduled start time: Student may not attend the course. Should it be necessary for the

student to return to complete the course at a later date due to late arrival issues, Chevtrain reserves the right to pass on any associated costs to the student or their employer.

Company Specific Courses: If training is held at the Customer'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, and tea/coffee facilities. Facilities for specific courses are as specified in the confirmation email and are according to the course requirements. The Customer also agrees to pay minimum daily rate for the specific course regardless of how many employees attend. Minimum daily rates are subject to course type and length.

Safety Gear and Personal Protective Equipment ("PPE"): In accordance with the HSWA, all students are required to comply with any instruction, policy or procedure issued by Chevtrain in relation to the use of PPE. This includes, but is not limited to, the wearing of hard hats and safety footwear. Failure to comply may result in a student being removed from the course in the interest of safety. Should it be necessary for the student to return to complete the course at a later date, Chevtrain reserves the right to pass on any associated costs to the student or their employer.

Special Requirements: Prior to course commencement, Chevtrain must be advised if the student has any special requirements including but not limited to health, literacy, and cultural requirements. Where a reader/writer is required, it is the Customer's responsibility to supply one. The reader/writer cannot be another student attending the same course or family member.

PAYMENT TERMS

'ON ACCOUNT' – The Customer agrees to make full payment for Services on the 20th of the month following the date of the course unless you have agreed approved payment terms with Chevtrain. **'On Pre-Payment'** – The Customer agrees to make full payment for services at the time of booking. Chevtrain reserves the right to charge the customer interest of 5% per month on all overdue amounts at the discretion of Chevtrain. The Customer agrees to pay Chevtrain agency

collection fees associated with the collection of an unpaid debt.

Prices and Additional Fees. The prices published on the Website are subject to change without notice unless you have an agreement with us stating otherwise. The Customer agrees to pay any additional costs incurred by Chevtrain, such as travel and accommodation when local resource is unavailable. These charges will be charged at cost to the Customer and will be advised during the booking process.

Student Progress / Requirement for Completion. Learning objectives are detailed at the beginning of each training module and assessment is conducted throughout the course. A practical assessment may also be conducted in some courses. Students will be required to achieve the required level of competency in all areas of the assessment.

Course Prerequisites. The Customer accepts full responsibility for failure to abide by any course prerequisites. This includes, but is not limited to, completing, and returning course paperwork, evidence of competency, attestation forms. Failure to meet the prerequisites most likely will result in additional fees or being turned away from the course. Prerequisites are outlined on our website.

Funded Courses. Chevtrain accepts no responsibility for the withdrawal of any funding or subsidies. In the event that funding, or subsidies are withdrawn, or the Customer is found not to be eligible for the funding or subsidy, Chevtrain will invoice the Customer the full course cost and the Customer remains liable for that amount.