

TERMS & CONDITIONS

As an Overwatch Solutions Limited user, course registrant, customer you agree to these Terms and Conditions.

Terms and Conditions and products are subject to change at any time during the terms of this agreement. Any such changes will be notified in writing.

In these Terms and Conditions:

- ⇒ 'Service', 'Services' means any service that is provided by Overwatch Solutions Limited including but not limited to training courses, assessments or consultancy
- ⇒ 'We' and 'Us' and 'Our' means Overwatch Solutions Limited
- ⇒ 'You' and 'Your' means a Customer
- ⇒ 'Website' means the Overwatch Solutions Limited website at URL www.overwatchesolutions.co.nz
- ⇒ 'Product' means any product or Service offered by Overwatch Solutions Limited
- ⇒ 'Customer', 'Customers' includes any person buying or registering for a service from Overwatch Solutions Limited

Changes to Terms and Conditions

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

Cancellations/Rescheduling

Cancellation or rescheduling of training courses and booked services must be made in writing to info@overwatchesolutions.co.nz. Cancellation fees are based on full course costs and will be incurred on the following basis:

- ⇒ Where you have given notification to Overwatch Solutions Limited at least **10 working days** prior to scheduled training or booking there is **no cancellation or reschedule fee**.
- ⇒ Where you have given notification to Overwatch Solutions Limited within **4 - 9 working days** prior to scheduled training or booking there is a **50% cancellation or reschedule fee**.
- ⇒ Where you have given notification to Overwatch Solutions Limited **3 working days or less** in advance of scheduled training or booking there is a **100% cancellation/reschedule fee**.

Overwatch Solutions Limited 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.

Online Training

Cancellation of an online training login may only be made in writing within 14 days of the booking confirmation, provided the user login has not been activated. If online training is cancelled a \$50.00+GST administration fee will apply.

Online training logins will expire after 60 days from the issued date or as per individual supplier agreement. There will be no refund on expired logins or logins that have not been activated.

Failure to attend training

Failure to attend a course will result in a 'No Show' attendance status. All 'No Shows' will be charged the full course cost.

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 courses 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 (HSWA) 2015, 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 60 minutes of scheduled start time: Student may remain on course only at the trainer's discretion. Over 60 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, Overwatch Solutions Limited 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.

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 Overwatch Solutions Limited 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, Overwatch Solutions Limited reserves the right to pass on any associated costs to the student or their employer.

Entry Standards

All students must have a level of written and oral English equivalent to NCEA level 1 (year 11) or IELTS 5.5 or higher, to be eligible to enrol on our courses. The person responsible for making bookings or authorising attendance at the course must agree to these Terms and Conditions prior to acceptance of their student(s) onto the course. Where a student does not meet our English language requirement a reader/writer must be supplied by the student or the person responsible for authorising the student's attendance. The reader/writer cannot be another student attending the same course.

Special Requirements

Overwatch Solutions Limited must be advised if the student has any special requirements including but not limited to health, literacy and cultural requirements.

Payment Terms

'On Account'- The Customer agrees to make full payment for Services in accordance with approved payment terms. 'On Pre-payment'- The Customer agrees to make full payment for services at the time of booking. Overwatch Solutions Limited reserves the right to charge the customer interest of 5% per month on all overdue amounts. The Customer agrees to pay Overwatch Solutions Limited all 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. Issuing Replacement 'Certificates of Attendance or Achievement' will incur an administration fee of \$25.00+GST each and requires payment before the request can be completed. Issuing 'Urgent Competency Reports' will incur an administration fee of \$35.00+GST per report and requires payment before the request can be completed. The Customer agrees to pay any additional costs incurred by Overwatch Solutions Limited, 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.

NZQA Framework Registration

Overwatch Solutions may process as applicable NZQA unit standards through accredited Private Training Establishment (PTE) who will upload credits to the NZQA Framework within 3 weeks following course completion based on awarded competency. Additional charges will apply per extra unit/credit added at the time of booking.

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 programmes. Students will be required to achieve the required level of competency in all areas of the assessment to be awarded the unit standard(s) and credits. Assessment is conducted in compliance with competency based assessment according to NZQA criteria.

Competency

It is Overwatch Solutions Limited's intention to mark a course student as Competent "C" or More Evidence Required "MER" upon completion of the course. A student who is marked as "C" will receive their electronic Certificate within 3 weeks of completing the course. A Student who is marked as "MER" cannot have the unit standard accredited to them and will not receive any certification. The Customer will be advised if a Student is marked "MER" with an explanation given. A plan will be developed with the Customer to ensure that the Student has all opportunities available to achieve competency status on a case by case basis.

Pre-Course / Post-Course Requirements

The Customer 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 paperwork, evidence of competency, attestation forms.

Attestation Forms

Where an Attestation Form is required, the student will have a timeframe given from the date of the course to complete and return the form to Overwatch Solutions Limited. Failure to return a completed Attestation Form before due date may prevent the unit standard being processed as competent.

Funded Courses

Overwatch Solutions Limited 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, Overwatch Solutions Limited will invoice the Customer the full course cost and the Customer remains liable for that amount.

Communication

You may occasionally receive e-newsletters and promotional emails from Overwatch Solutions Limited once the booking form has been returned. You can unsubscribe by following a link in any of the emails you receive. Overwatch Solutions Limited will not pass your email on to any 3rd party unless required to do so by law.