

## TriEx Health, Safety and Wellness Ltd – Terms & Conditions

### 1.0 Services Provided:

- 1.1 TriEx undertakes to provide you and or your organisation with First Aid Training; Health Assessments/Screening; Employment Assessments; Drug & Alcohol collection; Ergonomic Assessments; Safety Advisory services; Occupational Hygiene Assessments; Health, Safety and Wellness Training; Employee Wellness Screening and Wellness initiatives.
- 1.2 These services will be provided in accordance with best practice and recognised industry standards and by suitably qualified instructors/staff.
- 1.3 If you have any concerns regarding the content or delivery of our services, please communicate with our office so we may have the opportunity to discuss and resolve the matter.

### 2.0 Pricing:

- 2.1 Charging for our service will be as per our written proposal/estimate.
- 2.2 Proposals/Estimates are valid for 30 days from the date of issue.

### 3.0 Payment Terms:

- 3.1 Payment is required in accordance with our proposal/estimate but in general terms will be required in full in advance unless otherwise stated and a credit application has been approved.
- 3.2 In the case where credit has been granted, payment is required by the 20<sup>th</sup> of the month following invoice.
- 3.3 All overdue accounts will attract penalty interest at the rate of 2% per month or part thereof until settled in full.
- 3.4 Any account remaining overdue after written notice from TriEx will be passed onto our debt collection agent and all costs of collection will be the legal responsibility of the debtor.
- 3.5 The debtor agrees that any information relating to overdue accounts may be passed to a third party for credit reporting purposes.

### 4.0 Cancellations

- 4.1 Cancellations 5 working days or more prior to the course will be entitled to a full refund or the option to rebook.
- 4.2 Cancellations within 5 working days, but not less than 48 hours, may be entitled to a 50% refund or the option to rebook.
- 4.3 No refunds for cancellations within 48 hours of commencement of training.
- 4.4 Refunds must be requested in writing stating reasons for cancellation and any refund is at the sole discretion of TriEx.
- 4.5 In regards to Training Courses, if an individual arrives more than 30 minutes late, they may be asked to leave and rebook their course with a 100% charge for their non-attendance.

### 5.0 Privacy:

- 5.1 All information of a personal nature will be held in strict confidence and will only be made available to those persons who have a right to know.
- 5.2 The client authorises any company or person to provide information about the client as may be required to approve and or maintain a credit account.

**6.0 Liability:**

6.1 Notwithstanding its legal responsibilities, the company will not accept any liability for any direct or consequential loss whatsoever; whether directly or indirectly attributable to any work undertaken by the company, whether that loss be as a result of omission or error by the company. In any event the company's total liability is limited to an amount not exceeding the fees paid by the client to the company at the time.

**7.0 Personal Guarantee:**

7.1 It is agreed by the signatory or signatories to this agreement, whether or not they are personally invoiced for any fees, that they personally guarantee payment of all fees relating to this agreement. This personal guarantee cannot be cancelled or withdrawn without the written consent of the company.

**8.0 Consumer Guarantees Act:**

8.1 If the Customer is a consumer under the Consumer Guarantees Act 1993 (the "Act") and acquires or holds itself out as acquiring goods or services from TriEx for the purposes of a business then the Act will not apply and is expressly excluded. Subject to this clause nothing in these Terms and Conditions will affect Customer's rights as a consumer under the Act.

**9.0 Governing Law:**

9.1 These Terms and Conditions are governed by and construed in accordance with the laws of New Zealand. The parties submit to the exclusive jurisdiction of the laws of New Zealand in respect of any dispute arising from these Terms and Conditions.

**Declaration:**

I have read, understood and agree to abide by the terms and conditions above and overleaf as they relate to Health and Safety services provided to me by TriEx Health, Safety and Wellness Limited. I understand that payment by me will be made on time and accept that any late payments will result in the suspension of services, and will incur interest on the outstanding amount (see above and overleaf).

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_