

Skills Active Te Mahi Ako Ltd Terms and Conditions of Trade

1. Sale and purchase

- 1.1 These terms and conditions of trade relate to the products and services offered by Skills Active Te Mahi Ako Ltd (“Te Mahi Ako”) from time to time to organisations, Workplaces, prospective Workplaces, and learners (“Customer”). The products and services on offer at a particular time are set out on the website of Te Mahi Ako.
- 1.2 An agreement is formed between Te Mahi Ako and a Customer on these terms and conditions when:
- a) a Customer signs a Learning Agreement (“LA”); and/or
 - b) a Customer signs a Workplace Relationship Agreement (“WRA”); and/or
 - c) a Customer signs another form of agreement or contract;
 - d) a Customer submits a Purchase Order (“PO”) to Te Mahi Ako; or
 - e) Te Mahi Ako (in its discretion) accepts a Customer’s purchase request without a PO.

2. Learning Agreements - cancellation of training and change of Customer

- 2.1 Te Mahi Ako *Withdrawal and Refunds Policy* and procedures is set out on Te Mahi Ako’s website. It ensures the procedures in respect of learner withdrawal from programmes or training schemes and refund/s of tuition fees are fair and compliant with the requirements of the Education and Training Act 2020.
- 2.2 Where a LA is terminated within five working days from start date (for a programme or training scheme that is of less than 3 months’ duration) Te Mahi Ako will refund to that Customer any payments made to Te Mahi Ako in respect of their enrolment.
- 2.3 Where a LA is terminated within 10 working days from start date (for a programme or training scheme that is of more than 3 months’ duration) Te Mahi Ako will refund to that Customer any payments made Te Mahi Ako in respect of their enrolment.
- 2.4 When the refund period, in relation to any fees paid by, or on behalf of a Customer has expired then:
- a) the fees will be paid to Te Mahi Ako in accordance with conditions of the Public Trust Deed to which Te Mahi Ako is party, in relation to any fees paid by, or on behalf of a learner.
 - b) the fees will be retained by Te Mahi Ako in accordance with these terms of trade, in relation to any fees paid by, or on behalf of a workplace.
- 2.5 Where a learner in respect of whom Te Mahi Ako has refunded fees pursuant to section 2 commences work with a new workplace, a new LA and WRA (if not already in place) is required and full fees are payable to Te Mahi Ako by the new Customer.
- 2.6 Where a learner leaves a workplace after 30 days of sign-up and commences work with a new workplace within 6 weeks of leaving the original workplace and either re-signs to the same qualification or a new qualification at the same level there are no fees payable by the new Customer or refund of fees payable to the original Customer.
- 2.7 Te Mahi Ako may, at its discretion, refund fees paid for printed material and only if the material is returned to Te Mahi Ako in its original condition at the Customer’s expense.

3. Price and price variation

- 3.1 Prices quoted by Te Mahi Ako are excluding GST unless otherwise stated.
- 3.2 Te Mahi Ako may change prices from time to time, and will in all cases communicate such change to Customers.
- 3.3 Unless otherwise agreed in writing, the price of goods and services will be the current price set out in the fees schedule on the Te Mahi Ako website on the day of order.

4. Payment

- 4.1 Unless otherwise agreed, all payments shall be made to the nominated bank account of Te Mahi Ako upon receipt of the invoice relating to the enrolment, resources will be distributed once payment has been settled.
- 4.2 Upon agreement, credit terms can be extended facilitate payment. If the Customer disputes any item in an invoice, the Customer must pay the undisputed portion of the invoice in accordance with the normal terms of payment as provided in clause 4.1. Payment of the disputed portion may be withheld provided the matter is brought to the attention of Te Mahi Ako immediately it is discovered and an explanation is provided in writing within seven days of the discovery, setting out the particulars of the dispute. Te Mahi Ako shall use its best endeavours to resolve any invoice dispute raised by a Customer within 14 days of being advised that there is a dispute.
- 4.3 If any sum payable by a Customer remains unpaid for 14 days after the due date, Te Mahi Ako may, on giving notice to the Customer:
- a) suspend the enrolment; and/or
 - b) suspend a Customer's account,
- and the taking of either action will not:
- c) relieve the Customer from having to pay any sum due and owing to Te Mahi Ako; or
 - d) restrict any other right or remedy of Te Mahi Ako.
- 4.4 If the Customer does not pay all sums owing by it by the due date, the Customer must pay the legal and other fees and expenses of Te Mahi Ako (including costs on a solicitor) incurred in respect of the recovery of any overdue sum.
- 4.5 The Customer agrees to refund Te Mahi Ako for any fees or costs imposed if any payment is dishonoured or reversed.

5. Delivery

- 5.1 Te Mahi Ako shall deliver any goods ordered to the address stated on the PO or as agreed in writing.
- 5.2 Te Mahi Ako shall deliver the goods by such carrier and such form of transport Te Mahi Ako consider to be appropriate.
- 5.3 The Customer must inform Te Mahi Ako at the time of placing an order if proof of delivery is required. After this period, Te Mahi Ako will not be required to provide proof of delivery.

5.4 Te Mahi Ako will not be responsible for any part delivery or delay in delivery of the goods as a result of events occurring beyond the control of Te Mahi Ako. Te Mahi Ako shall not be responsible for any consequences (direct or indirect) arising from such delay or non-delivery.

6 Non-achievement of learners

6.1 If a learner fails to achieve ten credits in any calendar year, Te Mahi Ako reserves the right to terminate the LA without notice. No credit or refund is available, pursuant to section 2.

6.2 If a learner fails to complete their training programme within six months of the programme's expected end date, Te Mahi Ako Aotearoa Ltd reserves the right to terminate the LA without notice. No credit or refund is available, pursuant to section 2.

7. Privacy Act 2020

7.1 Te Mahi Ako observes the principles governing the release of personal information as set out in the Privacy Act 2020 ("the Act"). Personal information is defined in the Act as "information about an identifiable individual"; it may include, but is not limited to, information such as your name, age, postal and email address, telephone numbers, IRD, course of study, bank account and credit card details.

7.2 The Customer authorises Te Mahi Ako Aotearoa Ltd to collect, retain, and use information about the Customer for the following purposes:

- a) assessing a workplace's creditworthiness.
- b) disclosing to a third-party, the details of any credit application and subsequent dealings for the purpose of recovering amounts payable or providing credit references.
- c) delivering goods and services, invoicing the Customer for such goods and services, and enforcing these terms and conditions.
- d) corresponding with the Customer for academic and administrative matters, publishing any award/s conferred by Te Mahi Ako during graduation, and sending Customers information about Te Mahi Ako courses and programmes that may be of interest to the Customer.
- e) Providing learners with the course of study for which they are enrolled, and to comply with various legislative reporting requirements.
- f) Te Mahi Ako may also seek personal information from other educational institutions and/or government agencies or other authorities for the purpose of verifying and maintaining information relating to a Customer's academic records.

7.3 Personal information collected by Te Mahi Ako may be disclosed to Skills Active Te Mahi Ako academic and administrative staff where relevant to their duties, to other educational institutions for the purpose of verifying and maintaining academic records, and to Government agencies or other authorities as permitted or required by law.

7.4 The Customer has the right to access and have corrected, personal information about them which has been collected by Te Mahi Ako. The Customer may request correction of that information and may require that the request be stored with that information.

8. Intellectual Property and Copyright

- 8.1 All printed materials sold or supplied by Te Mahi Ako remain the intellectual property of Te Mahi Ako and may not be reproduced without the authorisation of Te Mahi Ako.
- 8.2 Resale, sharing, distributing and copying of any printed or electronic materials supplied by Te Mahi Ako is strictly prohibited.
- 8.3 Where learning and assessment resources or other materials have been provided by Te Mahi Ako in electronic form, these may only be printed for the learner who has signed a LA related to the material provided and has a log-in to access it.
- 8.4 Sharing, distributing and copying of log-in access to online resources supplied by Te Mahi Ako is strictly prohibited.

9. Variations to terms and conditions of trade

- 9.1 Te Mahi Ako may from time to time and at its sole discretion amend, add to or delete any of these terms and conditions of trade with immediate effect by giving notice to its Customers.

10. Governing Law

- 10.1 These terms of trade are governed by the laws of New Zealand. Te Mahi Ako and the Customer shall submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of these terms and conditions of trade.