

The Serious Stuff . . .

As with all good things in life, there are a few terms and conditions that you need to be aware of. If you have any questions regarding any of the points below, please do not hesitate to call us on 06 326 9606 to discuss.

1. Health & Safety

StayUpright.co.nz Ltd runs a robust health and safety programme. In line with this, Customers must ensure that appropriate clothing is worn to their course. Clothing should be as follows:

1. High visibility vest
2. Steel cap boots or fully enclosed shoes.
3. Note that jandals or sandals are not acceptable footwear.

Customers will be provided with a brief around our health and safety prior to the commencement of their course.

2. Reservations & Payment

Payment is due in full prior to confirming the date and time of the Customers assessment.

Materials are ordered when payment is received. The Customer will have all of the requirements explained to them prior to their assessment. Where study is required prior to an assessment, the Customer will be provided with the required materials and briefed on what is required. Payment can be made by Eftpos or Direct Credit. Bank account details are located on the bottom of the Customers invoice.

3. Cancellations & Refunds

At StayUpright.co.nz Ltd we recognise that circumstances occasionally arise that require Customers to change their arrangements. However time and resources are a valuable commodity. If Customers give us at least 48 hours notice prior to commencement of their course we are happy to re-book their course for a future date at no additional cost to the Customer. If the Customer does not provide us with 48 hours notice, an admin fee of not less than half of the cost of the course will be payable.

The training fees will be payable in full to StayUpright.co.nz Ltd by the Customer under the following circumstances:

1. Failure by the Customer to attend the course for any reason (excluding prior notice in accordance with the above cancellation policy)
2. Cancellation of your course within 24 hours of the course time and day.
3. Failure by the Customer to present the necessary documentation at the time of the course or inappropriate clothing is worn to the course (see above Health & Safety policy).
4. During your course/assessment, if you decide not to continue with your assessment, then no refund of the course cost is given.

The Assessor retains the right to withdraw the Customer from the intended course or assessment if the Assessor believes that the required standards of safety and control will not or have not been achieved. Where applicable an alternative course may be substituted to enable the Customer to acquire the necessary level of competence. Your Assessor will discuss this with you as appropriate.

We cannot guarantee that the Customer will be awarded a Licence or Endorsement, though our Assessors will work with the Customer to try to achieve the best possible outcome. We take no responsibility for a Customer's skills not being at the required standards of safety and control.

4. Adverse Weather

Training takes place rain or shine. Assessments may be rescheduled at StayUpright.co.nz Ltd's discretion. StayUpright.co.nz Ltd will contact you in event of a cancellation.

5. Trainee Conduct

Trainees are responsible for always acting in accordance with the directions and advice given to them by their Assessor during their assessment. Customers are also responsible for making sure that they are adequately dressed and protected (per the above policy around Health and Safety). You are obliged to inform us of any physical condition or otherwise that could adversely affect safety or training i.e., missing or false limbs, recovering from surgery or injury etc. Where applicable, StayUpright.co.nz Ltd may request a medical certificate from your doctor or specialist.

StayUpright.co.nz Ltd has the right to refuse a Customer if the safety of the Customer other Customers or Assessors/Staff attending or machinery may be compromised.

Dangerous driving, inappropriate speeding or rough operating will not be tolerated. Customers will accept full responsibility for their actions. StayUpright.co.nz Ltd will not be accountable for any accident or incident that may occur during the assessment. You must operate your vehicle or machinery according to current legislation when on public roads and/or private property including the use of all appropriate personal protective equipment.

The Assessor has the right to halt or suspend assessment of a Customer if he/she believes the Customer is incapacitated in any way through drink or drugs, or fails to comply with instructions or safety standards.

6. Property and Equipment

Customers must arrange their own vehicle/machine for assessment purposes. Vehicle/machinery must be in roadworthy condition and comply with all current regulations and legislation including RUC, COF, WOF, Registration and any other legal requirements as applicable at the time of the assessment, and if necessary display the current regulation "L" plates. StayUpright.co.nz Ltd reserves the right to refuse to assess a Customer if the vehicle/machine is not in line with the above legal regulations or our company Health & Safety policy.

StayUpright.co.nz Ltd accepts no responsibility for any loss or damage, for any reason, to any Customer's personal, borrowed or rented property used for the purpose of their assessment. Any damage caused to a Customer's vehicle/machinery, whether their own, borrowed or rented, whilst being used for assessment purposes is the sole responsibility of the Customer.

Any equipment loaned free of charge or hired to the

Customer by StayUpright.co.nz Ltd must be treated with care and respect. If damage or loss is caused by wilful neglect or misuse then a charge of not more than the loss incurred by StayUpright.co.nz Ltd will be payable by the Customer.

7. Safety and Responsibilities

Statistics show that by their very nature, some machines and vehicles involve a higher degree of injury to both the Customer, the Assessor and others in the vicinity of the assessment. In booking a Licence or Endorsement course/assessment, the Customer must accept these risks and hazards.

Although every effort is made to ensure Customer safety during the course / assessment, Customers must realistically accept that there is a small possibility that an accident may occur that causes injury. Unless shown to be deliberately negligent, the Assessor and/or StayUpright.co.nz Ltd is NOT liable for any expenses, loss, damage or injury incurred by the Customer as a result of any accident that may occur.

When you book with StayUpright.co.nz Ltd, you are deemed to accept the above terms and conditions.