

Terms & Conditions

Definitions

In these terms and conditions:

Customer or You/Your shall mean (i) where the services Let's Go are providing are to an individual; that individual, or (ii) where the services Let's Go are providing are to representatives of a company; that company.

Let's Go or We/Our/Us shall mean Let's Go.

1. Invoicing

1.1 Invoicing for fees will be as stated in the relevant Information Sheet.

2. Privacy and Identity

Let's Go's Student Privacy Notice will be available from the website which is available to all students before they start a course.

2.1 It is the Customer's responsibility to ensure that any personal information provided to Let's Go is provided in compliance with the New Zealand Privacy Act 2020 ("NZPA").

2.2 Privacy Act – Let's Go's collection, use and disclosure of personal information is governed by the NZPA.

2.3 Let's Go will:

Process personal information collected under these terms and conditions, as set forth in these terms and conditions or as required by applicable law.

2.4 Implement appropriate technical and organisational measures to protect the personal information, and notify you of any privacy breach.

2.5 In the event that we transfer personal data outside of New Zealand we will do so in accordance with the NZPA. This may include seeking the consent of students to the transfer.

2.6 We collect personal information from each student, including information about their name, contact information, photo, age, prior qualifications, billing and purchase information. We collect the information in order to provide our education services. Each student must understand that evaluation reports and assessment results may be viewed or reviewed by the following:

- Course Tutor
- Customer Service Team
- Quality Team
- NZQA, (or other training accreditation agency), or standard-setting body for moderation purposes
- Evaluations are recorded onto Our database

2.7 We keep all personal information protected in accordance with the requirements of the New Zealand Qualifications Authority, and at the end of the required retention timeframe. We will securely shred and dispose of any paper records.

- 2.8 Students are entitled to access their own personal information from Us and correct it if it is not accurate. If the student believes their privacy has been breached by a Let's Go staff member or contractor, they should contact the Let's Go, General Manager.
- 2.9 Any NZQA Unit Standards achieved by students attending courses with Let's Go will automatically be applied to their Record of Learning provided they enter the following correctly: full legal name, date of birth and private address or their NSI number. Where a student does not have a Record of Learning they will automatically be registered in the NZQA framework.
- 2.10 When undertaking any course with Let's Go all students must provide a Photo ID, which identifies them as the delegates registered on that particular course. Forms of Photo ID that are acceptable are as follows: current passport, driver's license, HANZ 18+ card or Kiwi Access Card.

3. Withdrawals and Cancellations

- 3.1 Let's Go requires a minimum number of students to be met to run most of its courses or programmes. Should sufficient numbers not be achieved within ten (10) working days of a scheduled course or programme starting, Let's Go reserves the right to cancel the course or programme. Notification of course cancellation will be provided by email and followed up with a phone call at least ten (10) working days prior to the scheduled course date.
- 3.2 Any cancellation of enrolment by the Customer must be advised to the Customer Services Team in writing at least ten (10) working days prior to course commencement.
- 3.3 Online courses (less than 2 days equivalent): once the enrolment key is used by the Customer the fee will be non-refundable. For any face-to-face course less than 2 days in duration (that is less than 16 hours of learning) the fee will be non-refundable (subject to 3.2).
- 3.4 For courses of more than two days that are NZQA approved Micro-credentials or Programmes, students' withdrawals and refund rules apply, for details visit: <https://www2.nzqa.govt.nz/about-us/protect-students/student-fee-protection/information-for-learners/student-withdrawals-and-refunds>
- 3.5 For any course that is more than 2 days but less than 5 weeks in duration a student can withdraw up until the end of day 5 and receive 75% of any fees paid. If a student withdraws after day 6 the fee is non-refundable.
- 3.6 If a course is more than 3 months in duration students can withdraw up until the end of day 8 and are entitled to a full refund less 10% of any amount paid or \$500 whichever is less for administration costs. If a student withdraws before the end of day 15, 50% of the fee is refundable, after this date the fee is non-refundable.

4. Your legal rights

- 4.1 Nothing in these terms and conditions limits or excludes Let's Go's liability for:
- (a) death or personal injury caused by Our negligence; or
 - (b) fraud or fraudulent misrepresentation.
- 4.2 Our liability to You shall be limited to an amount not exceeding 100% of the fees and, subject to Clause above, We will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract, for:
- (a) any loss of profits, sales, business, or revenue;
 - (b) loss or corruption of data, information or software;

- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

5. Health and Safety

- 5.1 We provide Our people with the training, knowledge and tools to work safely and prevent accidents. Whilst on site at Let's Go students must comply with Our Safety Policies; this includes being alcohol and drug free.
- 5.2 All students attending training with Let's Go, who are governed by an Alcohol and Drug policy under the company they have been booked by, may be subject to random drug and alcohol testing whilst on Our site.
- 5.3 Standards of behaviour outlined in Our Student Handbook (website) are to be adhered to.