

Connexis 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 Connexis from time to time to Members and prospective Members ("customer"). The products and services on offer at a particular time are set out in Connexis' product and service catalogue.
- 1.2 An agreement is formed between Connexis and a customer on these terms and conditions when:
 - 1.2.1 a customer signs a Training Agreement ("TAG");
 - 1.2.2 a customer submits a Purchase Order ("PO") to Connexis; or
 - 1.2.3 Connexis (in its discretion) accepts a customer's purchaser request without a PO.

2. Training Agreements – General Terms

- 2.1 Once approved by Connexis, this Training Agreement shall commence on the day of its signing and continue until:
 - 2.1.1 The completion of the nominated training programme
 - 2.1.2 The employment relationship or principal/contractor relationship between the parties' ceases
 - 2.1.3 Any industry contribution fee or other charges due remain unpaid beyond their due date subject to final demand by Connexis
 - 2.1.4 The parties to this agreement break any of the terms and conditions of this TAG such that the TAG is terminated by Connexis.
- 2.2 Training under this TAG is intended to lead to the achievement of a minimum of 10, or a maximum of 75 New Zealand Qualifications Framework credits from the agreed programme of learning per calendar year.
- 2.3 The employer or contracting principal and apprentice/trainee agree to be liable for payment of fees as indicated in this Agreement. Any fees outstanding at the time the TAG is terminated will become payable immediately to Connexis. Failure to make satisfactory progress may lead to termination at Connexis discretion.
- 2.4 The apprentice/trainee agrees to complete the training programme(s) within the timeframes confirmed and approved by Connexis.
- 2.5 On completion of the training programme(s) the Certificate shall not be issued until all fees have been paid in full.
- 2.6 The apprentice/trainee agrees that results of training (including Literacy and Numeracy assessments) are made available to Connexis, NZQA (New Zealand Qualifications Authority), TEC (Tertiary Education Commission) and any other Tertiary Education Organisation, Industry Training Organisation or other Government Agency with which the apprentice/trainee is enrolled and the apprentice/trainees; employer or contracting principal.
- 2.7 Where the employee is being trained in Prescribed Electrical Work, the employer undertakes to ensure they are supervised in accordance with the EWRB Supervision Procedures for apprentice/trainee, including that the apprentice/trainee obtains a Trainee Limited Certificate (TLC), as and when required. A TLC is required where a trainee is employed by, or seconded to, a company that is not operating under employer licence.
- 2.8 By signing this agreement, the apprentice/trainee and employer or contracting principal agree to receive all correspondence and information from Connexis which Connexis deems to be relevant.
- 2.9 The employer or contracting principal agrees to take all reasonable steps to ensure the apprentice/trainee acquires the knowledge and skills necessary to successfully complete the training programme covered by this Agreement.
- 2.10 The employer or contracting principal agrees to allow reasonable access to their work sites and premises to Connexis staff for the purposes of monitoring the progress of the apprentice/trainee and carrying out assessment and moderation activities.
- 2.11 Either party may seek the assistance and advice of Connexis on any matter affecting the training of the apprentice/trainee. This provision shall not affect the Personal Grievance provisions of the Employment Relations Act 2000, or the enforcement of the employment agreement or contract for services between the parties.

3. Training Agreements - Cancellation of training and change of employer

- 3.1 Where an apprentice/trainee terminates a TAG within 60 days of sign-up, Connexis will refund to the customer, the fees paid in respect of that apprentice/trainee less a 20% administration fee. Where an apprentice/trainee terminates a TAG on or after 60 days of sign-up, no refund or credit is payable.
- 3.2 Where an apprentice/trainee in respect of whom Connexis has refunded fees pursuant to clause 2.1 commences work with a new employer, a new TAG is required, and full fees are payable to Connexis. A

deduction for the cost of resources may be applied, if the existing apprentice/trainee materials are still current and held by the apprentice/trainee. The deduction applied is at the discretion of Connexis and is based on the Trade cost of the resources.

- 3.3 Where an apprentice/trainee leaves an employer after 30 days of sign-up they will immediately be terminated unless the apprentice/trainee commences work with a new employer within 6 weeks of leaving the original employer, the apprentice/trainee's TAG can be "transferred" as per TEC regulations. There is no refund of fees payable to the original employer or fees payable by the new employer.
- 3.4 Where an apprentice/trainee requires replacement Resources for whatever reason, these shall be charged to the customer at the cost per the Connexis pricing schedule.

4. Price and price variation

- 4.1 Fees are charged based on the Connexis Price List as at the time of enrolment.
- 4.2 Prices quoted by Connexis are excluding GST unless otherwise stated.
- 4.3 Fees are charged annually on the day an apprentice/trainee is signed up to a TAG. An Enrolment fee (including Resources) shall be invoiced to the Customer. On the anniversary date of the TAG, an annual fee shall be charged to the Customer based on the price list, until the apprentice/trainee completes the qualification or terminates, whichever occurs first.
- 4.4 Connexis may change prices from time to time and will in all cases communicate such change to customers.
- 4.5 Unless otherwise agreed in writing, the price of goods and services will be the current price set out in Connexis' product and service catalogue on the day of order.

5. Fees Free

- 5.1 Please visit our website www.connexis.org.nz/fees-free/ to determine whether the apprentice/trainee is eligible for Fees Free under the TEC regulations.

6. Payment

- 6.1 Unless otherwise agreed, all payments shall be made to Connexis' nominated bank account on or before the 20th of the month following the month in which the Connexis invoice is dated.
- 6.2 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 Connexis' attention immediately it is discovered, and an explanation is provided in writing within seven days of the discovery, setting out the particulars of the dispute. Connexis shall use its best endeavours to resolve any invoice dispute raised by a customer within 60 days of being advised that there is a dispute.
- 6.3 If any sum payable by a customer remains unpaid for 14 days after the due date, Connexis may, on giving notice to the customer:
 - 6.3.1 suspend coordination of a trainee; and/or
 - 6.3.2 suspend a customer's account,and the taking of either action will not:
 - 6.3.3 relieve the customer from having to pay any sum due and owing to Connexis;
 - 6.3.4 restrict any other right or remedy of Connexis.
- 6.4 If the customer does not pay all sums owing by it by the due date, the customer must pay Connexis' legal and other fees and expenses (including costs on a solicitor own client basis) incurred in respect of the recovery of any overdue sum.
- 6.5 The customer agrees to refund Connexis for any fees or costs imposed if any payment is dishonoured or reversed.

7. Delivery

- 7.1 Connexis shall deliver any goods ordered to the address stated on the PO or as agreed in writing.
- 7.2 Connexis shall deliver the goods by such carrier and such form of transport Connexis consider to be appropriate.
- 7.3 The customer must inform Connexis within 14 days of the date of order if proof of delivery is required. After this period, Connexis will not be required to provide proof of delivery.
- 7.4 Connexis will not be responsible for any part delivery or delay in delivery of the goods as a result of events occurring beyond Connexis' control. Connexis shall not be responsible for any consequences (direct or indirect) arising from such delay or non-delivery.

8. Non-achievement

- 8.1 If an apprentice/trainee fails to achieve ten credits in any calendar year, Connexis reserves the right to terminate the TAG without notice. No credit or refund is available.
- 8.2 If an apprentice/trainee fails to complete their training programme within nine months of the programme's expected end date, Connexis reserves the right to terminate the TAG without notice. No credit or refund is available.

9. Privacy Act 1993

- 9.1 The customer authorises Connexis to collect, retain, and use information about the customer for the following purposes:
- (a) assessing the customer's creditworthiness.
 - (b) disclosing to a third party details of any credit application and subsequent dealings for the purpose of recovering amounts payable or providing credit references.
 - (c) marketing goods and services provided by Connexis to the customer.
 - (d) delivering goods and services, invoicing the customer for such goods and services, and enforcing these terms and conditions.
- 9.2 The customer has a right of access to information about the customer held by Connexis. The customer may request correction of that information and may require that the request be stored with that information.

10. Intellectual Property

- 10.1 All printed materials sold or supplied by Connexis remain the intellectual property of Connexis and may not be reproduced without Connexis' authorisation.
- 10.2 Resale of any printed materials supplied by Connexis is strictly prohibited.
- 10.3 Where training resources or other materials have been provided by Connexis in electronic form, the customer may only print those materials for trainees who have signed a TAG related to the electronic material provided.

11. Variations to terms and conditions of trade

- 11.1 Connexis 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.

12. Governing Law

- 12.1 These terms of trade are governed by the laws of New Zealand.
- 12.2 Connexis 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.