

Terms and Conditions

Please read the following Terms and Conditions carefully

As a small business, we understand that sometimes situations occur outside of your control, therefore we do our utmost to extend a professional service to all our clients. NZ Laser Training Institute Ltd is flexible with enough provided notice however, we are running a business that incurs costs, and as such we have the following policies and recommendations in place to ensure continuity of service.

Thank you for taking time to read these and lodge your enrolment or purchase of product with us by acceptance of our Terms and Conditions & Intellectual Property & Non-disclosure Agreement.

The following terms and conditions apply to all situations, face to face or online training programmes, NZQA micro-credential, consulting, workshops and seminars

- NZ Laser Training Institute Ltd holds no responsibility for any issues that may occur as the result of a Learner (a person enrolling in an NZ Laser Training Institute Ltd course or programme) conducting treatments after attendance of all training. As each machine's capabilities and output vary considerably, it is impossible for us to provide exact guidance on individual machines or equipment. This information should always be provided by the manufacturer of your equipment.
- NZ Laser Training Institute Ltd reserves the right to refuse to train anyone they deem does not meet the minimum English language requirements, or when it is deemed dangerous to conduct training using a machine that doesn't meet safety standards or our minimum safety guidelines (see below for details).
- NZ Laser Training Institute Ltd requires all Learners to agree to an Intellectual Property and Non-Disclosure Agreement. Learners from Companies who are IPL & Laser Educators may be refused enrolment or training. NZ Laser Training Institute Ltd materials are protected by copyright and legal action may be pursued in cases where a potential breach, or evidence of breach has been detected. We also routinely carry out Due Diligence on our Learners and Companies or Associations in our Industry. The Intellectual Property and Non-Disclosure Agreement that Learners are required to agree to is a binding agreement that has been prepared by Lucy Hudson, Intellectual Property Lawyer of Woodhouse IP Ltd.
- Learners enrolling in our Skin Rejuvenation Foundation (CE1SR) or Advanced (CE2SR) programmes are required to complete a pre-course workbook, certificates will not be issued if this is not completed. Access to the pre-course module is a maximum of 4 weeks before the course and a full week after the course.
- Learners who are enrolled in online courses but fail to access, commence and/or complete their course curriculum in the set study length period; will be disconnected from the learning platform after receiving our email reminders. Learners can request a 2-week extension prior to expiry date for a fee of \$100 + GST for 7 days, an additional 7 days can be requested for \$100 + GST. Learners enrolling in online courses will be sent login details within 24hrs of booking on business days and the next commencing business day following weekends or public holidays.
- Learners understand that they may require further training, and that by completing the training they are not necessarily fully trained, and/or certified in all required aspects of Laser and IPL.
- Learners maybe required to sit a closed book assessment (this may vary for NZQA Micro-credential see below); the pass mark is 80% minimum. Learners will need to have a good command of the English Language and be able to write in and/or read in English. Assessment techniques may vary between courses. Electronic certificates are then issued within a week or two for all programmes except NZQA which are hard copy. A hard copy or re-issued hard copy certificate is available for a fee of \$30 + GST applies (NZ only).
- If for any reason a Learner does not pass this initial free and included assessment (this may vary for NZQA Micro-credential see below), NZ Laser Training Institute Ltd will work with Learners individually and provide one free re-sit opportunity. After which a fee of \$50 + GST is charged, and/or Learners may be required to re-attend the full course. A maximum of 2 further re-sits are permitted after the initial free, and included assessment, after which time the trainer has the right to issue a course incomplete or fail status. This may mean no certificate is issued.
- NZ Laser Training Institute Ltd reserves the right to alter dates, cancel access to training or postpone consultations, workshop or seminars as they see fit. And, in some cases, operate on minimum attendee numbers. NZQA Micro-credential will go ahead only with minimum numbers. We will always try to give adequate notice if we deem this significantly affects Learners or Company bookings. It is advised to allow for flexibility when securing flight and accommodation options and travel insurance is

recommended. NZ Laser Training Institute Ltd reserves the right to refuse to work with models that have been organized by Learner or the Company they work for.

- NZ Laser Training Institute Ltd certification means we are certifying you understand the core fundamentals of Laser Science, Laser Safety and how to conduct safe and professional treatments; it does not certify you on your individual Laser or Intense Pulsed Light device. Additional training and information specific to your device should be sought from the Manufacturer or the Supplier. We are unable to issue certification or endorse individual companies as whole, as there is no way to tell if everyone working there in future is trained and certified to our standards.
- Learners may be able to seek sponsored training through their Manufacturer or the Supplier of the equipment (Laser or IPL Company) – in these situations the Supplier can contact NZ Laser Training Institute Ltd directly about our wholesale rates and obtain ‘free’ training or training that is cost out to the Supplier of your machine. These special Supplier rates are not disclosed to the Learner or Company. Our goal is that our Learners receive the best quality education possible.
- **SICKNESS / BEREAVEMENT:** Programmes will commence regardless of learner sickness or bereavement – learners must contact NZ Laser Training Institute immediately to advise. If you are unwell, we ask that you do not attend the physical training sessions or events that we host, this is due to us often working closely when conducting treatments on our training models at sessions and in group sessions. All online educational programmes are available via NZ Laser Trainings Learning Portal. Skin Rejuvenation Foundation (CE1sr) and Skin Rejuvenation Advanced (CE2SR) 2 days of theory, is completed via Zoom if learner is unable to come to the class. Practical components for face-to-face trainings i.e., Mini Mods Practical Workshops or day 3 practical for Skin Rejuvenation Foundation and Skin Rejuvenation Advanced will go ahead and Learner may be able to rebook to the next available date. Learners should arrange travel insurance in case of needing to reschedule flights and accommodation as per our Terms and Conditions.
- Our tutors and administration are available to contact within business working hours; and will endeavour to respond to calls or emails, mark or move you through modules as soon as they are available to do so.
- We understand that at times unforeseen circumstances arise, so please contact your tutor immediately that we can assist where possible.
- **ZOOM:** For Learners joining us on Zoom ie. theory or assessments via webcam, they must ensure they have a working webcam so that the trainer can see you. Certification cannot be gained if we can't be sure of your full attendance. Virtual background screens are NOT to be used during your Zoom training.
- **NZLT INSTITUTE DIPLOMAS:**
 - The Diploma course that the learner enrolls in, is charged in full or per enrolment as determined when the learner first enrolls. On completion of all required programme steps in the Diploma pathway, the learner must apply to us for the relevant diploma, which is issued at no extra charge. Learners must successfully complete all required steps in order for us to verify they possess the required skills and knowledge. Along the way, you will gain NZLT Institute CPD points and selective UK based CPD points (continuing professional development points), and gathering these also reflects how many hours you have completed. Certain technicians will have the opportunity to be listed publicly showing you meet our high standards.
 - Diplomas are exclusively promoted to Learners who have enrolled with NZ Laser Training Institute - courses completed at other training facilities are not eligible for cross credits or recognition of prior learning on the Diploma pathways.
 - All courses within the Diploma must be completed within a total of 36 months (3 years) from the commencement date of the first course started.
 - Learners can enrol & pay for individual courses throughout their Diplomas paying full price. Learners who enrol & pay full for all courses on their 1st Diploma only, receive a 10% discount (the 10% discount is excluded from the Mini Mods \$399 Workshops, as already heavily discounted). Second and additional Diplomas are full price, no discounts given whether they pay upfront or for individual courses.
 - Learners that wish to complete 2 or more Diplomas, must complete it within a 2-year timeframe from when they started the 1st course of their 1st Diploma (any additional Diplomas they enrol in after their main and initial Diploma). The 10% discount is not applicable for the 2nd or additional Diplomas. Individual course certificates & re-certification will not be applied to the additional courses within the additional Diplomas, but would need to be completed again.
 - NZ Laser Training Institute reserves the right to make alterations to our Diploma offerings, pathways & pricing as we see fit, regardless if you have commenced your study.

- **NZQA MICRO-CREDENTIAL:**
 - Learners into the NZQA for Cosmetic Lasers and Intense Light Source Therapies Micro-credential must have read the prospectus (located on our website), checked they are eligible for the programme, completed and signed the enrolment form – sending any relevant supporting documentation. The learner maybe contacted for a pre-enrolment interview. The learner maybe asked to sit an LLN assessment. For more information see the NZQA tab on our website. On acceptance into the programme, a Public Trust Form will be sent to the Learner, along with the NZLT Terms & Conditions and IP & Non-disclosure agreement which must be read and signed as part of the enrolment. Course fees must be paid on time into the Public Trust Account Number provided, these are placed into a Public Trust Account as part of the NZQA Student Fee Protection Rule. A separate invoice will be sent for the Public Trust administration account fee. For more information see the Public Trust website.
 - Learners enrolled on the NZQA for Cosmetic Lasers and Intense Light Source Therapies Micro-credential will be sent a workbook including: Learning Platform login details, study plan, steps to complete, start/end date, frequently asked questions.
 - All modules and Zoom calls must be completed/attended weekly. This programme has been scheduled within our regular training courses, hence requests by learners to move dates for practical weeks is not possible. Learners must complete this full programme within the 16-week programme allowance given. Learners understand that they may require further training, and that by completing the training they are not necessarily fully trained, and/or certified in all required aspects of Laser and IPL.
 - **NZQA WEEKLY MODULES:** Learners are required to complete all modules weekly through the duration of the programme within the specified time limit, as have been scheduled within the programme 16-week allowance. Should an extension be required for unforeseen reasons, the learner must advise their tutor immediately. Modules for following weeks are not available to start until the following week. Assessment techniques may vary throughout the programme; all assessments must be completed by the learners before they can either move on. All assignments must be completed and handed in within the specified timeline, if the learner needs an extension or help, they must advise their tutor before the due date. A workbook is provided for the learner to complete as they complete the programme, and keep for future reference.
 - **NZQA PRACTICAL TRAINING:** Practical weeks must be attended on time and in full and all practical assessments completed and passed. Tutors will work with Learners should they need additional help. The tutor has the right to issue a practical week incomplete or fail status. Mobile phones or devices are not permitted to be used during the class; tea and lunch breaks only. NZLT Institute reserves the right to deliver training over fewer practical days than the five full days as advertised; in cases where the number of learners is two or less, as hours of participation and competency hours completed; can be obtained in less than the advertised 5 days. Learners are at no disadvantage and will in fact receive more time with tutors, and hands on learning than would be possible in a larger group.
 - **NZQA WEEKLY ZOOM CALLS:** Learners must attend the weekly zoom calls with their tutor at the allocated times. If learners are not able to attend, they must advise the tutor at least 24 hours to the zoom call, or if they are running late text, email or call them. Learners on Zoom sessions, must ensure they have a working webcam so that the trainer can see you. Certification cannot be gained if we can't be sure of your full attendance. Virtual background screens are NOT to be used during your Zoom training. If you do not have a webcam, please advise your tutor.
 - **NZQA MICRO-CREDENTIAL SICKNESS / BEREAVEMENT:** If a learner is unable to complete online learning, Zoom calls, assignments or practical sessions, due to bereavement, sickness (yourself or immediate family member), you must contact your tutor immediately to advise. Whilst we are able to make exceptions of work unable to be completed, we must also stick to the guidelines provided by the NZQA framework to us. For practical sessions, should you not able to attend, new dates will be provided and you will be rebooked the next available practical session - you must however, complete all online and assignments within the set due dates. Most components of the NZQA programme are available online 24/7 through our e-Learning portal Litmos. Learners should arrange travel insurance in case of needing to reschedule flights and accommodation as per our Terms and Conditions.
- **LASER & LIGHT BROKERAGE AND CONSULTING SERVICE:** The following disclaimer applies. NZ Laser Training Institute Ltd will not be liable for any damages, claims or costs which may be suffered during or after the delivery of the machine - this includes but is not limited to freight, incidentals, training, manuals, warranties. NZ Laser Training Institute takes no responsibility for information that is missed from the business and not on the quote supplied by the supplier before or after purchase. Buyers must perform their own due diligence and verify all information regarding the business to their satisfaction before purchasing. NZ Laser Training Institute Limited is an independent educator and only align ourselves with suppliers that sell trusted equipment. We follow a strict code of conduct. All consultations for clients are based on matching the best device to fit the

needs of the NZLT Institute client's business and treatment goals based on the information provided by them. Suppliers pay a brokerage fee to NZLT Institute for machine sales on completion of the sale by the Business Owner, Salon or Clinic Owner within 30 days of full payment. A Laser / IPL supplier who chooses to run any paid promotional material via our database, via social media, advertising medium does not have any preference or impact for machine market scrutiny, leads or sales. For any aftersales purchase support, training or queries on the different modalities or applications, the first point of contact for the clients is the supplier that they made the purchase from. If clients wish to contact NZLT directly for support, training or queries the client will be charged an hourly consultancy fee + GST. Should the supplier advise that additional training is required on different modalities or applications they will advise the client and provide this for them or contact NZLT to undertake - this will attract NZLT training fees + GST to the client. For the option of a \$250 credit voucher, it is able to be used towards our training courses valued at \$379 + GST upwards only – you will need to request this via email. The voucher must be used within 12 months of purchase. If the client does not go ahead with the purchase of a machine, the \$250 credit voucher is able to still be used, and as per the conditions above. For the option of a \$500 voucher (selected suppliers only), the supplier will discount the \$500 off the cost of the machine within their quote before calculating our brokerage fee.

Payments and Refunds Policy

- Face to face course fees as stated on our website. Course fees are required in full at time of enrolment unless otherwise arranged by management. If your course has been booked via our website or Litmos it will be charged to your Credit Card or PayPal via our payment gateway. (Fees may apply via your banks charging policy). If it is booked via a booking form an invoice will be sent to you and secures your place on the chosen course. The exception being larger franchised clinics with 20th of month pre-approved accounts.
- Online course fees are as stated on our website. Course fees are required in full at time of enrolment unless otherwise arranged by management. If your course has been booked via our website or Litmos it will be charged to your Credit Card or PayPal account via our payment gateway Stripe. (Fees may apply via your banks charging policy). If it is booked via an enrolment form an invoice will be sent to you for immediate payment and secures your place on the chosen course. The exception being larger franchised clinics with 20th of month pre-approved accounts.
- Seminars and/or workshops fees are as stated on our website, Eventbrite or other bookable sites advertised by NZ Laser Training Institute Ltd. If this was booked via a website it will be charged to your Credit Card or PayPal via our payment system. (Fees may apply via your banks charging policy). If an invoice was sent, manual payment is required immediately with the exception being for larger franchised clinics with 20th of month pre-approved accounts. Seminars and workshops are non-refundable and non-transferable unless otherwise stated on the Terms and Conditions of the flyers, website, invoice or arranged by management.
- Practical onsite training at your clinic (or at our training centre) with our trainers is charged at:
 - For a maximum of 4 trainees - an hourly rate of \$180 + GST, or set fee of \$1200 + GST for 8-hour day or \$200 + GST
 - For a maximum of 5 trainees – an hourly rate of \$230 + GST, or set fee of \$1600 + GST for 8-hour day

For Health & Safety reasons a maximum of 5 trainees in any session is capped for the benefit of both learner and tutor experience. If you have more than 5 learners at one time, in some situation we can conduct split groups in the same day, or split days according to your needs and learning requirements – approved via prior arrangement.

- Hourly rates and inclusions for onsite training at clinic/our training centre or consultations (this includes Zoom) are charged at:
 - A minimum of 4 hours (or half day) is required for a booking
 - Over 4 hours is considered a full 8-hour day rate, unless advise on a quote
 - The hourly rate includes free travel within the Auckland region only - defined as: Bombay to Rodney district. Outside of Auckland (Northland & South of Bombay) - regional travel / petrol fees apply as quoted. Regional travel inclusions will be advised as per your quote and/or invoice such as: flights, parking, car hire, accommodation – full booking policies, Terms and Conditions of each may be referred or need to be adhered, this also applies if paid for by a Supplier
 - An invoice will be sent to you on booking of the customised consulting/training and maybe updated or amended should the training take longer, no-shows, cancellations or postponed.
- Onsite or customised training cancellations (including no-shows) made within 14 days' notice will incur a 50% charge fee of the total bill. Within 36 hours of the training is non-refundable. Please note that these charges are NZLT fees only, flights, accommodation, car hire, parking, supplier change or cancellation fees are as per their booking policies.

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- Course fees are non-refundable if notice of cancellation of attendance to NZ Laser Training Institute Ltd is given with less than 30 days' notice prior to your course start date. Alternatively, you can choose to send another staff member in your place. For courses outside of 31 days, if a notice of cancellation of attendance to NZ Laser Training Institute Ltd is given, then a refund can be requested, less an admin fee of \$50 + GST. Online courses are non-refundable and non-transferrable if you have already accessed online course content due to our copyright policy. Online courses that have not been accessed can be transferred to another person or staff member within your business, or a refund can be requested, less an admin fee of \$50 + GST. (The above may vary for NZQA Micro-credential). NZLT reserves the right to charge an admin fee of \$50 + GST where they see fit, for any changes and/or cancellations of any courses made by customers.
- Any credit amounts must be used within 12 months of purchase.
- If an emergency or unforeseen circumstances causes a need to postpone your attendance at a course with 30 days, or more notice, your course enrolment can be transferred to one alternate set of course dates (this may vary for NZQA Micro-credential). (You will not be able to transfer, defer or request a refund so please select alternative dates carefully).
- All complaints should be brought to the attention of the team member first in contact with if a client, or to the attention of the in the first instance for courses. If the team member or tutor cannot resolve the issue, you must put it in writing within 14 days of the occurrence. If the issue cannot be resolved between you it will be referred to the Director – Ruth Nicholson, who will respond in writing within 14 days. If you are not satisfied with the resolution offered you must reply in writing (within 7 days of receiving the response) outlining what you require as a solution to the issue. It may be necessary to hold a meeting and the complainant will be invited to attend. They may bring a support person. Your complaint will be heard by the total Management Team who will contact you by letter with their response. For NZQA complaints the process is followed as above, if you are still not satisfied with the outcome you may contact NZQA Wellington, Ph 04 802 3000 who will act to resolve the matter. They will in the first instance contact the NZ Laser Training Institute and then respond directly to you in writing.
- **NZLT VENUE BOOKINGS:** Prices are stated as per contract. Payment is required immediately upon receipt of the invoice with the exception being for larger franchised clinics with 20th of month pre-approved accounts. Cancellations outside of 21 days are permitted but incur a \$50 + GST admin fee. Cancellations within 7 days are non-refundable. Change of the date is permitted outside of 7 days twice only, within 7 days of booking no date changes are permitted. Non-transferable to other businesses or clients.
- **NZLT INSTITUTE DIPLOMAS:** Learners can enrol & pay for individual courses throughout their Diplomas paying full price. Learners who enrol & pay full for all courses on their 1st Diploma only, receive a 10% discount (the 10% discount is excluded from the Mini Mods \$399 Workshops, as already heavily discounted). Second and additional Diplomas are full price, no discounts given whether they pay upfront or for individual courses.
- **NZQA MICRO-CREDENTIAL:** For Learners enrolled on the NZQA for Cosmetic Lasers and Intense Light Source Therapies Micro-credential, course fees are placed into a Public Trust Account as part of the NZQA Student Fee Protection Rule. A form will need to be completed as part of your enrolment. For more information see the [Public Trust](#) website. Please see the Refunds and Withdrawals Terms & Conditions in your Learner Enrolment Pack. Or visit [NZQA](#) website for Refunds and Withdrawal information.
- **Q CARD:** Q Card is available on full priced purchases only (discounted Diplomas, courses, bundled products, workshops, groups are not available for Q Card purchases). Terms & Conditions, payment schedules are set between the customer and Q Card Finance: Minimum purchase of \$1000 to receive 18 months interest-free is available on Q Mastercard®. A \$55 Establishment fee applies for New Cardholders or a \$35 Advance fee applies for Existing Cardholders. A \$50 Annual Account fee applies. Standard interest rate, currently 27.99% p.a. for Q Card, applies to any outstanding balance at the end of the of the Long-Term Finance (LTF) interest free period. Standard interest rate currently, 27.89% p.a. for Q Mastercard, applies to outstanding balance at end of interest free period. Lending criteria, fees, terms and conditions apply. Rate and fees are correct at the time of publication but are subject to change. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. Columbus Financial Services Limited or Consumer Finance Limited (as applicable) reserve the right to amend, suspend or terminate the offer and these terms and conditions at any time without notice. For current up to date information visit [Q Card](#) website.
- **PURCHASED PRODUCTS:** (eg. Safety Glasses) are covered by manufactures defects under manufactures warranty. We abide by our obligations under the Consumer Guarantees Act 1993.

Travel Arrangements and Travel Fees

- NZ Laser Training Institute Ltd cannot be held liable for costs incurred to rebook flights or accommodation, loss of income or travel fees. Please take out Travel Insurance and choose flexible flight options.
- Please note that flight delays/cancellations are common in winter due to fog. Flight cancellations or other travel disruptions to your arrival time on a scheduled and pre-booked course/practical/seminar/workshop/consultation, are not able to be refunded. NZ Laser Training Institute Ltd reserves the right to retain your fee to cover loss of venue fees, catering costs, trainer wages, and other associated resources and losses incurred as a result of you not attending/arriving. Please make arrangements to travel the night before, allowing extra time to travel in conditions such as: busy Auckland traffic, seasonal fog/weather disruptions etc.
- Start times are as scheduled so as not to disrupt other booked attendees; late attendance may result in missed content. Please arrive 15 minutes before the advised start time.
- Practical onsite training at your clinic (or at our training centre) with our trainers is charged at:
 - For a maximum of 4 trainees - an hourly rate of \$180 + GST, or set fee of \$1200 + GST for 8-hour day or \$200 + GST
 - For a maximum of 5 trainees – an hourly rate of \$230 + GST, or set fee of \$1600 + GST for 8-hour day

For Health & Safety reasons a maximum of 5 trainees in any session is capped for the benefit of both learner and tutor experience. If you have more than 5 learners at one time, in some situation we can conduct split groups in the same day, or split days according to your needs and learning requirements – approved via prior arrangement.

- Hourly rates and inclusions for onsite training at clinic/our training centre or consultations (this includes Zoom) are charged at:
 - A minimum of 4 hours (or half day) is required for a booking
 - Over 4 hours is considered a full 8-hour day rate, unless advise on a quote
 - The hourly rate includes free travel within the Auckland region only - defined as: Bombay to Rodney district. Outside of Auckland (Northland & South of Bombay) - regional travel / petrol fees apply as quoted. Regional travel inclusions will be advised as per your quote and/or invoice such as: flights, parking, car hire, accommodation – full booking policies, Terms and Conditions of each may be referred or need to be adhered, this also applies if paid for by a Supplier
 - An invoice will be sent to you on booking of the customised consulting/training and maybe updated or amended should the training take longer, no-shows, cancellations or postponed.

Minimum Safety Guidelines for Consulting, Face to Face or Onsite Training

- All IPL and Laser machines being used in a clinic must be safety tag and tested to meet AS/NZS safety standards 3760:2010 “In-service safety inspection and testing of electrical equipment”.
- You can arrange to have your machine checked by a number of service providers, including: Jim’s test and tag Ltd - <http://www.jimstestandtag.co.nz>
- Every machine must have a manufacturers guideline booklet stating the recommended fluence pulse duration range for skin types and hand pieces.
- Every staff member must have their own pair of suitable safety glasses which must match the required output for the machines’ wavelength and optical density requirements. This is as per Work Safe Laws in New Zealand. (PPE – personal protective equipment) – should you not have sufficient pairs please contact NZ Laser Training Institute Ltd a minimum of a week in advance of the training date – we may be able to assist.
- A maximum of 4 (or 5) trainees depending on hourly rate purchased. Due to Health & Safety reasons the maximum in a session is capped for the benefit of both learner and tutor experience. If you have more than 5 learners at one time, in some situations we can conduct split groups in the same day, or split days according to your needs and learning requirements – approved via prior arrangement.
- Set up of the treatment room should meet Laser Safety Standards, this includes: blinds, or coverings on any windows, a door that can be closed (not just a curtain) a safety sign posted on the door, and no excessive shiny objects (i.e.: no chandeliers, crystals, or large uncovered mirrors).

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- Machines that have been imported from overseas should be checked to see they have been fitted with correct power plugs to fit NZ wall sockets, and the clinic owner should also check all functions of the machine are working, and have an understanding of what is required to operate the equipment. Failure to do this may result in on-site training being cancelled without a refund. NZ Laser Training Institute Ltd will not be held liable for interruptions to training delivery, damage to equipment or premises caused by faulty, or inferior equipment.
- The trainer reserves the right to not permit a staff member to use the IPL or Laser at the on-site training, if they feel that person is not ready to conduct live treatments on models or clients - this will be done with professional discretion.
- NZ Laser Training Institute Ltd reserves the right to refuse to work with training models that have been organised by the trainee or the trainee's company, if they are deemed unsuitable.



Terms & Conditions, Intellectual Property and Non-Disclosure Agreement

Intellectual Property and Non-disclosure Agreement

Please read the following Intellectual Property and Non-disclosure Agreement

This document acts as a written agreement that the Learner will not copy, use, replicate or disseminate any of NZ Laser Training Limited's Intellectual Property. Signing this Agreement acknowledges that failure to abide by the terms and provisions of this Agreement may result in *1 legal prosecution and immediate removal from the educational programme, and that this will affect the Learner's ability to access, be certified in, register for or hear about industry events in the future.

I hereby acknowledge and agree that, in consideration of me enrolling in an Educational Programme of NZ Laser Training Institute Ltd:

1. "Educational Programme" is a programme or course offered by NZ Laser Training Institute Ltd and includes, but is not limited to: CE1, CE1SR, CE2SR, LTR, LSC, LHSO, SLCM, Mini Mods and additional product codes found under the "Courses, Industry Type or NZQA" tab on NZ Laser Training Institute Ltd.'s website www.nzlasertraining.co.nz
2. NZ Laser Training Institute Ltd is the sole owner of all the intellectual property rights in the Educational Programmes, including copyright, trademarks, trade secrets, know how, documentation (hard copy and digital), graphics, data, software, ideas and inventions ("Intellectual Property Rights").
3. Access to any Educational Programme does not include transfer of any Intellectual Property Rights to me, the Learner.
4. Educational Programme materials provided to me as part of my enrolment in an Educational Programme can only be used by me for personal use and for the sole purpose of attending and completing the Educational Programme and may not be copied, distributed to third parties, or used for any other purpose (including internal staff training), and must be returned to NZ Laser Training Institute Ltd for updating upon request.
5. Every Educational Programme is a commercially valuable product which is only available under licence from NZ Laser Training Institute Ltd.
6. I will promptly notify NZ Laser Training Institute Ltd of any actual, threatened or suspected infringement of the Intellectual Property Rights or any claim that any Educational Programme infringes the rights of any other person.
7. I agree not to provide, and that I do not currently provide, or work for any educational, tutoring or training services (whether as an individual or as part of the services of an organisation) that are in competition with any NZ Laser Training Institute Ltd Educational Programme (including but not limited to CE1, CE1SR, CE2SR, LTR, LSC, LHSO, SLCM, Mini Mods and any other product codes found under the "Courses, Industry Type or NZQA" tab on the company website www.nzlasertraining.co.nz) for a period of 5 years following my attendance of this Educational Programme that I am enrolling in.

* NZ Laser Training Institute Ltd employs the services of IP (Intellectual Property) Lawyers, Woodhouse IP Ltd.

** By signing this Intellectual Property and Non-Disclosure Agreement, you (the Learner) are accepting this Agreement with your enrolment. Should you have any questions, you can contact us directly.

** In the absence of a signed copy of the Intellectual Property and Non-disclosure Agreement, and Electronic enrolment form by ticking you 'Agree to the Intellectual Property and Non-disclosure Agreement' on the electronic website enrolment form – you are hereby agreeing to the above IP Non-disclosure Agreement and are agreeing to the above Terms and Conditions.

Please sign that you have read, understand and agree to the above Intellectual Property and Non-disclosure Agreement. By signing the above Terms & Conditions, you are accepting this agreement with your enrolment. Should you have any questions, you can contact us directly. Please sign* that you have read, agree and understand the above Terms and Conditions

Learner Name: _____

Learner Signature: _____

Date: _____