



TERMS AND CONDITIONS

This document outlines the terms and conditions under which BRS Management Ltd or BRS Management (Fiji) Ltd trading as Dale Carnegie New Zealand and Pacific provides training, consulting, and coaching services in NZ & the Pacific. By engaging our services, the client and/or participants agree to these terms.

1. Definitions

"Company": Refers to BRS Management (NZ) Ltd, and its branch (Fiji) Ltd trading as Dale Carnegie New Zealand and Pacific (DCNZ&P), a training and consulting company registered in NZ & Fiji.

"Client": Refers to the individual, company, or organization engaging the Company for Services.

"Participant(s)": Refers to individuals attending training courses or coaching sessions.

"Services": Refers to Public Training, In-House Training, Consultation, Coaching, and Assessments provided by the Company.

"Public Course(s)": Refers to scheduled training programs offered at contracted venues.

"In-House Training": Refers to customized training programs delivered at the Client's premises or a mutually agreed location.

"Agreement": Refers to these Terms and Conditions and any signed proposal, Statement of Work (SOW), or other written communication that outlines the specific Services to be provided.

"Effective Date": Is the date on which the Client accepts the Agreement.

"Act of God": Refers to an event caused by natural forces that is unpredictable, unpreventable, and beyond human control.

2. Engagement

By accepting the proposal and SOW, the Client and/or Participant agree to be bound by these Terms and Conditions. The Agreement is deemed accepted upon the Client's written confirmation or payment of any initial invoice.

3. Company Obligations

3.1 Service Delivery: The Company will deliver the required material and selected training, consultation, and coaching services as outlined in the respective course descriptions or SOW.

3.2 Quality Assurance: The Company will ensure that the delivery of all Services maintains a quality level commensurate with recognized international standards, such as ISO quality standards where applicable to the specific service according to Qcert360. This standard of quality will be maintained unless performance is prevented or hindered by an Act of God. The Company warrants that:

- All trainers shall hold valid certification and shall be suitably qualified and experienced.
- If any trainer is unavailable, Dale Carnegie shall provide a replacement trainer of equivalent or higher qualification or reschedule at no cost to the Client.

4. Client's Obligations

The Client agrees to:

Provide all necessary information and resources to the Company in a timely manner.

Cooperate with the Company's personnel to enable the effective provision of the Services.

Ensure that all Client personnel attending training or consulting sessions are prepared and available as required.

For in-house work: Provide a suitable and safe environment for the delivery of Services.

- The Client shall provide a venue, catering for participants and trainer along with the basic AV equipment (whiteboard, flipcharts and access to a platform for displaying a Microsoft PowerPoint presentation effectively to the participants) at no cost. If Dale Carnegie arranges logistics, all costs must be pre-approved in writing by the Client and shall be charged at actual cost plus a maximum 10% administration fee.

5. Course Attendance (In house and public)

The minimum and maximum number of participants per programme will be stipulated in the SOW. The Client may substitute participants to ensure that the minimum participant numbers are maintained, at any time up to 24 hours before the programme commencement.

Courses are reliant of participant interactions. In the case where an in-house Client fails to ensure the minimum number of participants are in attendance to preserve the quality of the training, quality of the participant and required outcomes from the Training, the Company reserves the right to amend the

delivery dates or reschedule training sessions to preserve the quality of the Service up to 24 hours before the programme commencement.

In such a case, notice will be provided to the Client along with full consultation and disclosure to ensure a new and mutually agreed upon date can be reached for the event.

The Company reserves the right to delay, defer or amend public courses where numbers do not reach the necessary threshold for suitable interactions.

For public programmes clients will be advised with time to allow suitable alternate arrangements. Participants travelling from out of territory should ensure flight or other travel bookings allow for changes without penalty.

6. Payment Terms

All payments must be made in local currency with all applicable taxes, to the Company's nominated bank account.

All payments for In-house, consultation and Coaching are by mutual agreement and will be specified in the SOW. Typically, the following options are available:

Option A: Full Payment in Advance:

- The Client agrees to pay 100% of the total fee upfront.

Option B: Deposit and Instalments:

- The Client agrees to pay a 25% non-refundable deposit upon the Effective Date specified in the Proposal and/or SOW to secure the Services.
- The remaining balance must be fully paid no later than the specified dates stipulated in the Proposal and/or SOW.
- The Strategic Programme Payment Schedule will be detailed in the Proposal and/or SOW.
- The Company reserves the right to postpone or cancel the Services if the total fee is not paid by the specified deadline.

7. Late Payment Terms and Penalties

7.1 Interest on Overdue Accounts: Where payment is overdue and no alternative arrangement has been mutually agreed and provided in writing, interest may be applied at 2% per month, compounded monthly from the original due date. We encourage early communication to address any potential delays collaboratively.

7.2 Suspension of Services: The Company may suspend the provision of Services if any payment is overdue. Services will resume only after the overdue amount, including (if applicable) any accrued late fees and interest, has been paid in full.

7.3 Collection Costs: The Client is liable for all costs incurred by the Company in collecting overdue payments, including legal fees, court costs, and other recovery expenses. No enforcement action may be commenced unless the Company has given 30 days' written notice of default and the client has failed to cure such default. If the default remains after this period, then the Company reserves the right to engage the services of a third-party debt collection agency to recover any monies still under default.

8. Cancellation and Refund Policy

8.1 Cancellation by Client: The 25% deposit for Training, Consultation, or Coaching is non-refundable. Any instalment payments made beyond the deposit are refundable only if the Client cancels in writing more than 30 days before the Services commence.

8.2 for in-house training the Client will be responsible for re-booking the venue and associated resources along with full responsibility for any cancellation fees incurred. Additionally, the Client will be responsible for any cancellation fees reasonably incurred by the Company from the change of dates such as, but not limited to, accommodation cancellation charges, flight changes etc. These will be recovered on an at cost basis and will require prior written approval should the disbursements exceed a NZ\$3000 threshold.

8.2 Cancellation by Company: The Company may cancel Services for any reason, including insufficient participant numbers, illness of personnel, or unforeseen circumstances. In such an event, the Company will offer a full refund of all fees paid by the Client or an alternative date for the Services.

8.3 Cancellation due to Act of God or Political Uprising: In the event of a natural disaster or significant political event (including but not limited to civil unrest, military intervention, or government overthrow) that materially affects the ability of either party to deliver or receive services, a fair and proportional refund will be negotiated in good faith. A minimum of 10% of the deposit remains non-refundable. The remaining 20% may be refunded based on timing and incurred costs, If the parties cannot agree on the refund amount, the matter shall be referred to mediation in accordance with NZ Laws. Refunds, if applicable will be processed within 30 days of agreement or resolution.

9. Assessments (Individual and Group)

- The Company will provide individual and group assessments as part of the Services where specified in the SOW or course description.
- Assessment methodologies, feedback mechanisms, and criteria will be clearly communicated to the Client and/or Participants.

10. Amendments (In house work)

10.1 The Project Management and Governance Structure, consisting of the Steering Group and Roll Out teams, designated by both the Client and the Company, shall review the delivery content and outcomes on an agreed timeline and if necessary through mutual agreement, modify or amend, including but not limited to, the design, scope, requirements and content of the scheduled delivery, to ensure the intended outcomes for the Client are being met.

10.2 Any changes to the original scheduled delivery timelines, materials, resourcing or delivery content and must be mutually agreed upon and provide a minimum of 6 weeks notice for redesign, printing or deployment of resources by the Company.

10.3 Any agreed variation to the scope of works and delivery schedule will be re-priced if necessary by the Company and any variation reflected in a revised payment schedule. This will be mutually agreed upon before the Company makes the required modifications.

10.4 Any amendment or variation to this Agreement must be in writing and signed by both the Company and the Client.

11 Data Protection and Confidentiality

11.1 Both the Company and the Client agree to maintain the confidentiality of any:

- Proprietary or sensitive information disclosed during the provision of Services.
- Any information relating to the Client, its employees or its Participants without written consent, except as required by law or through the recovery of costs as outlined in clause 7.3 of this agreement.
- All data provided by the client remains the property of the client and must be returned or securely destroyed upon request.

11.2 Intellectual property pertaining to the Services or training materials provided by the Company remain the property of Dale Carnegie and are protected under International Copyright Laws. The Company grants the right to the Client to use the training outcomes, along with any participant created resources, for commercial use and benefit within their business

11.3 These obligations survive the termination of the Agreement. Dale Carnegie shall comply with all local applicable privacy laws in addition to its global policy.

12. Limitation of Liability

The Company's liability for any claim arising from or in connection with the Services will be limited to the total fees paid by the Client under the Agreement. The Company is not liable for any indirect, incidental, or consequential damages.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of New Zealand and Fiji as determined by the contracted business. Any disputes arising from this Agreement will be subject to the exclusive jurisdiction of the courts of New Zealand or Fiji, as appropriate.

14. Severability

If any provision of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect.