

Terms and Conditions

Overview

Welcome to the **National Driver Training Centre** (hereafter referred to as NDTC). Here are our promises and expectations at a glance, followed by our complete Terms and Conditions. These promises are an overview only and you need to read the full Terms carefully before using this Site. By using this Site, you signify that you have read and agreed to our Terms and Conditions including our [Terms of Use](#), [Privacy Policy](#), and our [Cancellation Policy](#) (“the Terms”). If there is any inconsistency between this overview and the Terms, the Terms shall prevail:

Our Promises

- NDTC will not pass your details on to anyone without your permission. Check out our [Privacy Policy](#) for full details.
- When you give us permission, we may pass on your details to third parties where it is required to complete our obligations to you or where required by law. For example, if you book for a course that has Unit Standards, NCEA credits or driver licensing outcomes, your details will be passed to the relevant qualification’s agency.
- You can cancel your connection to the Site or unsubscribe from emails at any time by following the opt-out link.
- NDTC has a duty of care to ensure that all reasonably practicable steps are taken to ensure the health and safety of any person involved in any NDTC activity.

Your Promises

- **You must be 16 years or older to book tickets using this Site.**
- **If you use the Site for any purpose, including making a booking, you agree to the Terms and Conditions.**
- **You agree that if you cancel a booking within three working days of your course or event you will not be eligible for a refund. Check out our [Cancellation Policy](#) below for full details.**
- **You agree to bring the necessary correct documentation (such as birth certificate, driver licence, proof of pre-course learning or Unit Standard achievement eg. logbook) to any course or event, and you acknowledge that if you fail to bring the correct documentation you may not be able to complete the course and you will not receive a refund.**
- **If you are required to complete pre-course learning to achieve Unit Standards, you must have completed this before attending the course. Trainees who have NOT completed their pre-course learning before arriving at the course will be given the option to leave the course and re-book onto another course. PLEASE NOTE: there will be no refund and the full course fee will be charged for any new booking.**
- **Please make sure you attend at the stated start time; if you are more than 15 minutes late you may be turned away and charges will still apply.**

Terms of Use

The Site is an online service provided by Manfeild Park Trust (MPT) trading as the **National Driver Training Centre**, also known as “NDTC”.

(Also referred to as “us” and “our”). It is accessed through the website www.ndtc.co.nz, also known as “the Site”. Please read these Terms carefully. By using the Site, including booking, and buying a ticket on the Site, you are a “Site User” (also referred to as “you” and “your”) and agree to these Terms. Site Users include people who are booking course or event tickets, view the Site or use it in any way. If you choose not to be bound by the Terms, you must not use this Site.

General Terms and Conditions

Bookings made on this Site are sold by and subject to the following Terms and Conditions as well as any other conditions presented at the time of booking and shown on the ticket or invoice. Tickets are sold subject to the following terms and conditions:

- You must check course, event time, date, and location before booking and deem it as accurate. Should you need to make changes to your booking, please refer to our [Cancellation Policy](#) for more information.
- **You must comply with any special terms and conditions listed by the Course or Event Organiser during the booking process.** If you do not meet these criteria or comply with these Terms and Conditions, the ticket holder may not be admitted to the course or event and your ticket will not be refundable.
- For those courses or events that require correct documentation i.e., Drivers Licence, Birth Certificate, Logbook etc. you will not be able to complete the course or event or receive a refund if you do not bring the necessary correct documentation.
- Your sale is not complete until you receive a confirmation email from NDTC and have made any payment that might be owing for the tickets. If the course or event is cancelled for any reason by NDTC and no alternative is available, then a refund of your funds may be available. Please read our [Cancellation Policy](#) for more information.
- Any and all details, including personal details, shown on your Course or Event Registration Form can and will be passed onto the Course or Event Organiser and/or Tutor, Instructor or Mentor, who may or may not be an employee of NDTC. No personal details will be provided to any party, except the person who made the booking, the person whose details were entered, the agency responsible for any qualification you are seeking, the organisation that has funded the course or any other third party where disclosure of your information is required by law. No credit card details will be passed to any third party.
- For those courses or events that require you to operate a vehicle under instruction by a driving instructor, you must abide by NZ Road Rules. Any traffic infringements or fines incurred by you are your responsibility.
- You must be mentally and physically fit to undertake your role during the course or event. Drugs and alcohol are strictly prohibited. Specifically:
 - You will not take any prescription medicine or form of drug known to inhibit your ability to operate a motor vehicle safely
 - You will not consume alcohol within 12 hours before operating a motor vehicle

- You agree to notify NDTC of any physical injury or condition that may inhibit your ability to operate a motor vehicle safely
- You agree to notify NDTC if these conditions change at any time during the course or event.

Health and Safety

NDTC has a duty of care to ensure that all reasonably practicable steps are taken to ensure the health and safety of any person involved in any NDTC activity. This includes when you are engaged in an NDTC course or event at any delivery location.

- MPT and NDTC will ensure it meets its duties under the HSWA 2015 in the provision and maintenance of a safe training environment, welfare facilities, machinery and equipment.
- By agreeing to attend an NDTC course or event you agree to follow all fair and reasonable rules and instructions of NDTC. You must also take reasonable care that your actions or inactions do not cause harm to yourself or others.
- Failure to follow NDTC fair and reasonable rules and instructions may mean you are removed from the course or event, and any further participation in the course or event will be at the discretion of NDTC.
- NDTC is committed to child protection and its responsibilities under the Vulnerable Children Act 2014. The NDTC Child Protection Policy applies to all staff employed, contracted to, or people volunteering with NDTC.

A copy of our Health and Safety Policy, Safe Driving Policy, Child Protection Policy or Drug and Alcohol Policy can be provided on request to info@ndtc.co.nz

Policies

MPT and NDTC policies are in place to protect you and its users. If you use the Site to book tickets or to assist in any way with running a course or event for, or in association with this site, you are agreeing to comply with these policies. You may not use this site to book for or run course or events that are not directly associated with NDTC. Please carefully read the policies below before you use this Site:

- [Privacy Policy](#)
- [Cancellation Policy](#)

- Health and Safety Policy
- Safe Driving Policy
- Child Protection Policy
- Drug and Alcohol Policy

A copy of our Health and Safety Policy, Safe Driving Policy, Child Protection Policy or Drug and Alcohol Policy can be provided on request to info@ndtc.co.nz

Termination

NDTC may, at its sole discretion, terminate this agreement or restrict your access to the Site without advance notice or liability, for any reason, including your failure to comply with the Terms. If your account is terminated, you must stop using the Site. In the event of termination for noncompliance with the Terms, all rights granted to you will terminate and you will still be liable for any fees and charges that you have committed to during your use of the Site, including but not limited to booking fees.

Availability

NDTC uses reasonable commercial efforts to keep the Site available 24/7. Exceptions are scheduled maintenance, unscheduled maintenance, and system outages. NDTC cannot promise that the Site will always be available and assume no liability or responsibility for any interruption or its consequences.

Content

The information on the Site is provided in good faith and NDTC takes all reasonable care to keep the information on the site accurate. NDTC assumes no liability or responsibility for any errors or omissions. You are responsible for evaluating the accuracy, completeness, and usefulness of all content available through the Site or from a linked Site. You should not assume any booking on this Site is complete until you receive a confirmation email from NDTC and have made any payment that might be owing for the tickets; however, NDTC reserve the right to remedy any incorrect information provided including a mistake in the fee charged to you and you agree to pay any difference in fee caused by an error.

Payment Options

All bookings are to be paid by credit card unless prior arrangements have been made with NDTC. If you do not have a credit card or an existing account with us and you have made prior arrangements for payment, you will receive an invoice to pay via internet banking.

- **If you have not paid by credit card as you book, your invoice will be due for payment within 2 days of booking, unless prior arrangement for payment has been made with NDTC.**
- ALL course bookings must be paid in full prior to the start date of the course unless prior arrangements have been made with NDTC. If payment is not received as per prior arrangements late fees may apply. Please see our [Cancellation Policy](#) for further detail.
- Any outstanding balances will need to be paid in full before any course certificates will be issued. Course certificates will not be issued until payment has been received.

Credit Card Transactions

If you are the cardholder and you dispute any charge on your credit or debit card related to any course or event booked through this Site, you agree to notify NDTC within 24 hours of the scheduled course or event start time. We will do our part to resolve any issues within a reasonable timeframe. You agree that NDTC will have authority fully equal to that of their suppliers in collecting amounts owed for bookings made through this Site from your bank/credit card company or through courts/collection agencies.

Security Capabilities and Policy for Transmission of Payment Card Details

When you pay by credit card via this site you are passed to an e-commerce gateway provider. You will see the provider's name before you enter your credit card details. The provider is Windcave. You will enter your credit card details within the secure environment provided by the e-commerce gateway provider. When the provider makes these available, NDTC may store your cardholder's name and a masked version of your card number. At no time do NDTC store or have access to your complete card number or other card details. All providers are compliant with the Payment Card Industry Data Security Standard (PCI DSS). All communication between this site and the payment gateway is encrypted by 128bit Secure Sockets Layer (SSL) technology.

Default

If you default on any of the Terms:

- NDTC may suspend or terminate these Terms.
- Any amount owing to us by you will immediately become due and payable notwithstanding that the due date has not arisen; and/or
- NDTC shall not be liable for any loss or damage that results from the exercise, attempted exercise, or non-exercise by NDTC of its rights under these Terms or conferred by law.

Intellectual Property

The information contained within this Site including graphics and logos are the copyright of NDTC. All programming scripts are copyright of Booking Rooster Ltd who developed the booking section of The Site. All trademarks on this Site are primarily the intellectual property of NDTC. Any other trademarks on this Site are trademarks of their respective owner. Nothing contained on this Site should be construed as granting any licence or right of use of any trademark or copyright displayed on the Site without the express written consent of NDTC, or the third-party owner of Intellectual Property.

Links

NDTC provides links to other sites. When you click on these links you are leaving our Site and entering another site that may not be under the control of NDTC. NDTC is not responsible for the contents of any linked site. Clicking links to other sites is entirely at your own risk. You should read the Terms and Conditions of these sites before using these sites. If you wish to create links from your own website to this Site, please contact info@ndtc.co.nz.

NDTC reserves the right to update the Terms and Conditions from time to time. It is your responsibility to be familiar with the latest terms and conditions.

Exclusion of warranty

NDTC makes no warranty of any kind regarding this Site and/or any materials provided on this Site, all of which are on an "as is" and "as available" basis. NDTC does not warrant the accuracy, completeness, currency, or reliability of any of the content of the data found on this Site and expressly disclaim all warranties and conditions of any kind.

Limitation of Liability

NDTC will not be held liable for the following events or their consequences:

- any technical difficulties, malfunction, failure, or delay (including, but not limited to the use of or inability to use any component of this Site for booking reservations or ticketing),
- the performance or non-performance by NDTC or any third-party providers or distributors, even if such party has been advised of the possibility of damages to such parties or any other party; and/or
- failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record.

NDTC may at their sole discretion terminate or restrict your access to any component of this Site, at any time without liability.

Indemnity

You shall defend and indemnify NDTC and any third-party providers and distributors and their officers, directors, employees, and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, brought by or on your behalf in excess of the liability described herein in any action filed or commenced by any third party against NDTC as a result of:

- your breach of these Terms or
- the policies made part of these Terms by reference
- your violation of any law or the rights of a third party
- your use of our Site.

General

If any of our Terms are held to be unenforceable, it is agreed that the remainder of the Terms will remain in full force and effect. This agreement is governed by the laws of New Zealand, and you irrevocably submit to the exclusive jurisdiction of the courts of New Zealand.

Feedback and Complaint Process

All feedback and complaints can be made by emailing us at info@ndtc.co.nz. Your acknowledgement may take up to two working days. Complaints are only considered by NDTC once they have been acknowledged. NDTC cannot be held responsible for failure in communication delivery. If you do not receive an acknowledgement email, please call 0800 555 055.

Privacy Policy

NDTC's privacy policy is incorporated into these terms of sale and apply to sales through this Site. Users of the Site should also read the Terms before using this Site. NDTC values our privacy and understands that you value yours. If you use the Site, you are bound by this privacy policy. To reflect the fact that our business is growing constantly, NDTC reserves the right to change this policy at any time.

Your personal "My Events" page

Your "My Events" page is private. No one else can see the invitations you have received or bookings you have made – unless you tell them, give them your Site password, or click to share the event. The organiser of an event can see the contact details you choose to share with them when you book, update your profile, or add contacts.

Who does NDTC share your personal information with?

NDTC will not share the information collected with any third parties, except as required to administer the specific course or event you have registered for. For example, if you book for a course that has Unit Standards, NCEA credits or driver licensing outcomes, your details will be passed to the relevant qualification's agency i.e., NZQA, NZTA, ACC etc. You can choose which details you share at the time you register and amend them at any time on your "My Profile" and "My Contacts" pages. Everyone NDTC has contact with or collaborates with in running courses or events agrees to keep that information private, but NDTC cannot guarantee they will comply. The information may be hosted with a service provider. Transactional and promotional emails are sent through a third-party email system. This supplier can only see email address but no other details. Our agreements with the hosting provider and the third-party email service protects the information submitted from any unauthorised use.

How does NDTC use the information?

When you register for a course or event, show interest in a course or event, complete a form, or participate in any contest or promotion on the Site you provide information to NDTC. NDTC may from time to time offer service bulletins, special offers and other promotions. NDTC may also use the data to check your identity if you are having difficulties with any of our Site services and to retrieve information e.g., such as your driver's licence or NSN number, if necessary.

If you book for others and provide data about them, the data provided will be used for the purposes of the course or event you book for. If you provide contact details for them, they may receive reminders and other communication related specifically to this booking. They will not receive other communication from NDTC unless they have specifically signed up for it themselves. From time-to-time NDTC may aggregate booker and ticket-holder information, analyse trends, preferences, and demographics. NDTC may use the aggregated information for other purposes with your prior permission.

How does NDTC use "cookies"?

"Cookies" are small pieces of information stored by your browser on your computer's hard drive. Cookies do not contain personally identifying information. They do provide details of your IP address, the computer platform that you use (e.g., Mac or Windows), the browser that you use (e.g., Google Chrome, Internet Explorer, Safari) and what domain you are accessing our Site from. With this information NDTC can do the following:

- Track traffic patterns to our Site
- Ensure that the most relevant content is being shown
- Allow you to enter certain Site services without having to log in each time you visit

Most web browsers are set up to accept cookies; you can usually change your browser settings to refuse cookies. You will still be able to visit our Sites with cookies disabled.

Opting in and opting out

You will always have the option to opt into certain services and to opt out of those services at any stage. This means you may change your mind at any stage about participating in any of our member services.

Your right to access your information

The Privacy Act 2020 gives you the right to access and correct this information. You can do so at any time on your "My Profile" page. You can also see your course or event attendance history on your "My Events" page. If you have booked events but not signed up to the Site, you will not see these pages. You can sign up at any time, or to query or access any personal information we hold, please contact us.

Contact Us

If you have any questions about this privacy statement, the practices of this Site, or your dealings with **NDTC** or people running course or events on its behalf, you can contact us at 0800 555 055 or by emailing info@ndtc.co.nz. NDTC takes privacy responsibilities very seriously. NDTC adheres to the provisions of the Privacy Act 2020. You can find out more about how this protects your personal information by visiting the website of the [Privacy Commission](#).

Cancellation Policy

National Driver Training Centre's (NDTC) cancellation policy is incorporated into these terms of sale and apply to sales through this Site. Users of the Site should also read the Terms before using this Site. To reflect the fact that our business is growing constantly, NDTC reserves the right to change this policy at any time.

NDTC operates a strict Postponement and Cancellation Policy.

Postponement or Cancellation of an **Industry Course** (Class 2-5 Training or Endorsement)

Should you wish to postpone or cancel your attendance on an Industry course or event, the following applies:

- Notification of any postponement or cancellation of course attendance must be made in writing to info@ndtc.co.nz
- If postponement or cancellation is given with **more than seven working days' notice before the course or event date**, the ticket buyer will be offered an alternative course or event date. A minimum \$50 transfer fee may apply for changes to booking dates and added to the new booking. If no acceptable alternative dates are available to the ticket buyer, then a refund of full course fees less a \$50 administration fee may be given. All refunds are made at the discretion of NDTC.
- If notice is given with **less than seven working days and greater than three working days before the course or event date**, 50% of the course fee may be refundable. All refunds are made at the discretion of NDTC.
- All postponements and cancellations **within three working days** (including non-appearance or non-completion of the course or event) will result in full course fees being charged.
- If a client arrives to a course or event and is not mentally and physically fit to undertake their role during the course, NDTC reserves the right to cancel the booking. In this instance, no refund will be provided, and rebooking may be done on a case-by-case basis.
- If a client arrives more than 15 minutes late, they may be turned away and charges will still apply.
- A refund of NZTA application and/or testing fees, will not be provided in the instance that a ticket buyer does not provide correct documentation (such as driver licence) or fails NZTA license testing.
- Any expenses other than course fees, incurred by NDTC, will only be refunded if NDTC is able to gain a refund on these expenses.

Postponement or Cancellation of a Course for a **School or Community Organisation**

Should you wish to postpone or cancel your attendance on a course or event organised for a School or Community Organisation, the following applies:

- Notification of any postponement or cancellation of course attendance must be made in writing to info@ndtc.co.nz
- If postponement or cancellation is given with **more than seven working days' notice before the course or event date**, the ticket buyer will be offered an alternative course or event date. A minimum \$25 transfer fee may apply for changes to booking dates and added to the new

booking. If no acceptable alternative dates are available to the ticket buyer, then a refund of full course fees less a \$50 administration fee may be given. All refunds are made at the discretion of NDTC.

- If notice is given with **less than seven working days and greater than three working days before the course or event date**, 50% of the course fee may be refundable. All refunds are made at the discretion of NDTC.
- All postponements or cancellations **within three working days** (including non-appearance or non-completion of the course or event) will result in full course fees being charged.
- If a client arrives to a course or event and is deemed to be of significant health or safety risk to themselves, others and or the instructor NDTC reserves the right to cancel the booking. An evaluation of the client will be carried out by NDTC, or approved representative of, using criteria of MPT Drug and Alcohol Policy to establish reasonable grounds. In this instance, no refund will be provided, and rebooking may be done on a case-by-case basis.
- If a client arrives more than 15 minutes late, they may be turned away and charges will still apply.
- A refund of NZTA application and/or testing fees, will not be provided in the instance that a ticket buyer does not provide correct documentation (such as driver licence) or fails NZTA license testing.

Postponement or Cancellation of a **Driving Lesson**

Should you wish to postpone or cancel your driving lesson, the following applies:

- Notification of any postponement or cancellation of a driving lesson must be made in writing to info@ndtc.co.nz or by phoning 0800 555 055
- If postponement or cancellation of a driving lesson is given with **more than three working days' notice before the driving lesson date**, the ticket buyer will be offered an alternative driving lesson date. If no acceptable alternative dates are available to the ticket buyer, then a refund of the driving lesson fees less a \$10 administration fee may be given. All refunds are made at the discretion of NDTC.
- All postponements or cancellations **advised one working day before the driving lesson** (including non-appearance or non-completion of the lesson) will result in the driving lesson fees being charged.
- If a client arrives to a driving lesson and is deemed to be of significant health or safety risk to themselves, others and or the instructor NDTC reserves the right to cancel the lesson. An evaluation of the client will be carried out by NDTC, or approved representative of, using criteria of MPT Drug and Alcohol Policy to establish reasonable grounds. In this instance, no refund will be provided, and any rebooking will be on a case-by-case basis.

Postponement or Cancellation by **NDTC**

Should NDTC cancel a course or event, the following applies:

- The ticket buyer will be offered an alternative course or event date with no transfer administration fee. If no acceptable dates are available to the ticket buyer, a full refund will be provided.

If you buy a ticket and you feel that you might have a legal right to receive a refund from the ticket seller you must immediately notify **NDTC** by emailing info@ndtc.co.nz with booking reference number and relevant details.