

NZIMLS POLICY

Terms and Conditions of Trade



Definitions

1. "NZIMLS" shall mean The New Zealand Institute of Medical Laboratory Science (Inc.)
2. "Customer" shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing Services from NZIMLS.
3. "Services" shall mean all goods or services provided by NZIMLS to the Customer, and shall include without limitation the provision of all advertising or any fee or charge or disbarment cost associated with the supply of Services by NZIMLS to the Customer.
4. "Price" shall mean the cost of the services.

Acceptance

1. Every contract and/or invoice is governed by these terms and conditions of trade.
2. The Customer acknowledges that the Customer has had the opportunity to consider these Terms and Conditions prior to entering into this contract.
3. Where the Customer may be in partnership or joint account, any debt incurred is joint and several and all parties are equally liable for the full amount of the debt incurred.
4. NZIMLS may, at any time, after giving 28 days' notice to the Customer, review these terms & conditions.

Prices and Payment

1. Prices of the services, including all GST and other government taxes (Price), will be set out in the relevant invoice. All prices will be quoted in NZ Dollars.
2. The Customer must pay NZIMLS invoices as outlined below:
 - 2.1 Membership and CPD enrolment (individual): on receipt of invoice
 - 2.2 Membership and CPD enrolment (bulk): by 20 January each year

NOTE: Any discount given on a bulk invoice when issued will be revoked if payment terms are not met. A penalty of 10% of the non-discounted price will also be added.

- 2.3 Special Interest Group meetings: on receipt of invoice
- 2.4 North and South Island Seminars: on receipt of invoice
- 2.5 NICE Weekend: on receipt of invoice
- 2.6 Annual Scientific Meeting: on receipt of invoice

NOTE: Any early registration for 2.3; 2.4; 2.5 and 2.6 will be revoked if invoice is not settled prior to the early registration date closure, and will be recharged at the late registration rate. On-site registrations will be charged at the late fee plus an administration fee of \$75.00 (incl. GST).

- 2.7 International payments must include all bank fees, including receiving bank fee.
- 2.8 Acceptable methods of payment include:
 - Direct bank deposit
 - Payment by credit card (a surcharge of 3.35% applies)
- 2.9 All losses and costs, including legal costs and debt collection costs, arising from the Customer's failure to pay the price by the due date are recoverable from the Customer as liquidated damage.

Online Purchases

1. Online purchases using credit card will be processed through the SSL Gateway eWAY.
2. Online purchases are subject to New Zealand Consumer Law
3. Payment via credit card incurs a surcharge of 3.35%

Refunds

1. Membership and CPD fees are non-refundable.
2. If a NZIMLS event is cancelled by NZIMLS, refunds for any paid invoices will be made directly to the debtor by way of direct credit payment, or refund to the debtor's credit card if that method of payment is used.
3. NZIMLS Qualified Medical Laboratory Technician (QMLT) examination fees are subject to clause 6 of the Examination Application Form and Pre-requisites which states: *"a refund of examination fees will be granted only under "exceptional circumstances" and must be requested before 1 October of the year of the examination. Exceptional circumstances are defined as "circumstances which are beyond the control of the applicant". All applications for refunds must be supported by a statement from either a Medical Officer or Charge Scientist supporting sickness or the negative impact of other personal circumstances. Any refund of fees will incur an administration charge of \$25."*
4. Requests for refunds must be in writing to the Business Operations Officer.

Privacy Act 1993

1. The Customer authorises NZIMLS to collect, retain, and use personal information about the Customer (including information collected in this document) for the following purposes only:
 - a. assessing the Customer's creditworthiness
 - b. disclosing to a third-party any details of this application, and any subsequent dealings it may have with NZIMLS for the purpose of recovering amounts payable by the Customer and providing credit references.
2. The Customer, if an individual, has a right of access to information about the Customer held by NZIMLS. The Customer may request correction of that information and may require that the request be stored with that information.
3. The NZIMLS Privacy Statement (below) applies.

Privacy Statement

1. We collect personal information from you, including information about your name, contact information, interactions with us, and billing or purchase information.
2. We collect your personal information in order to keep you up to date with Membership, CPD and event information.
3. Providing some information is optional. If you choose not to enter an email address, we'll not be able to give you access to member and CPD areas of our website.
4. We keep your information safe by storing it in encrypted files and only allowing administration staff access to your information.
5. We keep your information for the period of your membership at which point we securely destroy it by erasing all personal information.
6. You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us at membership@nzimls.org.nz, or phone 03 313 4761.

Complaints

Complaints may be made in writing to the addresses below.

Contact Details

Executive Officer: fran@nzimls.org.nz (Governance, events)
Business Operations Officer: sharon@nzimls.org.nz (Finance, membership)
Postal: PO Box 505, Rangiora 7440, New Zealand. Phone: +64 3 3134761

Acceptance

By requesting a NZIMLS service, or attending a NZIMLS event, you are accepting the above terms and conditions.