

Site Terms and Conditions

Our Advice

Our aim at Marie Tovio Consulting (MTC) is to assist business/organisation clients with statutory compliance and best practice in the areas of human resources, employment relations, as well as developing their strategic and operational planning processes. The advice we provide does not constitute a legal opinion and will be based on the information provided by the client.

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Confidential Information

Confidential information held by MTC in relation to a client's business will not be disclosed to another business by MTC unless authorised by the business to which the information relates.

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Privacy Policy

MTC will accept personal and business information provided by you on this site and in other communications, particularly in relation to client registration, training registrations and inquiries. MTC may from time to time collect additional information about you on this website or via other communications. Such information will only be used for the purpose of which it was collected, such as to fulfil our service provisions or enhance MTC's products and services for you. We will not supply your information to any third party without your prior agreement. MTC reserves the right to contact you regarding your account, participation in training for purposes including post-training evaluations, information updates, facilitator materials, potential future learning opportunities and related sponsor or marketing material. As required by the Privacy Act 2020, we follow strict security procedures in the storage and disclosure of information which you have given us to prevent unauthorised access. Our security procedures mean that we may occasionally request proof of identity before we are able to disclose sensitive information to you.

We may use cookies on our site

Cookies are small, often encrypted text files that are located in browser directories with the core role of enhancing/enabling usability, site processes and services. Cookies (when you allow them) enables the site/s or service providers systems to recognise your browser and capture and remember certain information.

- We may implement and use display advertising.
- Third party vendors, including Google, may show our ads on websites.
- Third party vendors may use cookies to provide advertisements based on your prior visits to this website.
- We and third-party vendors may use first-party cookies and third-party cookies together to inform, optimise, and serve ads based on someone's past visits to our website.

- You have the option to opt out of the use of cookies e.g. by visiting the Google advertising opt-out page. (www.google.com/privacy_ads.html)

Booking and purchasing products or services online

General

Credit card payment for specific services or products may be made available online in real time. You will be informed immediately if your credit card is declined. If declined, you may check the accuracy of the credit card number and expiration date or choose a different card to try. Your purchase, registration or booking will be submitted immediately for activation once you completed your online payment. Your credit card details will NOT be retained by MTC after the transaction.

Cancellation and Refund Policy for Training Courses & eLearning or Webinars

1. The client may, by giving notice in writing, cancel a facilitated course or webinar if they are no longer required, where at least five work days' notice is provided, or otherwise transfer attendance of the training to a later course or webinar of the same topic and/or duration (including to a different participant). For client-booked in-house training (including onsite or webinars), all work completed by MTC including content preparation and administration up to the date of termination (or other agreed transfer date) will be invoiced and payable by the client.
2. MTC reserves the right to alter, reschedule or cancel any training course or live webinar e.g. if minimum numbers of participants are not reached or a facilitator becomes unavoidably unavailable. In the event of cancellation, total refunds and damages are limited to the value of the paid registration. Any materials, presentations, language or statements made by our presenters, speakers, partners or sponsors do not necessarily reflect the views of MTC.
3. Disruption to business operations caused by natural disasters, events beyond the control of the parties or pandemic issues such as Covid19 alert level restrictions mandated by the New Zealand government may require the postponement or cancellation of pre-booked learning sessions or to be transferred to an online learning environment.
4. Unless otherwise specified in this section or agreed with MTC in advance of any training or webinar, there are no exchanges or refunds except as required by law.

Online payment security

MTC's online payment facility is provided by Stripe. Stripe supports all major credit cards including Visa, American Express, and MasterCard.

Security of the payment facility is enabled via AES Encryption.

Although we are confident that our online payment provider adheres to comprehensive security standards, MTC makes no warranty and does not take any responsibility for events arising from unauthorised access of the information you provide.

To check the security of your connection, check whether SSL is active and the first characters of the site address change from "http" to "https."

Other Terms and Conditions for Clients

1. Late Payment and Penalty: If any amount falls overdue for payment under any invoice relating to products or services provided by MTC to or on behalf of the client, the overdue amount may, at our discretion, (without prejudice to any other right or remedy available) bear default interest from the date on which payment of that amount falls overdue until the date on which payment of the overdue amount is made in full. Where default interest is applied, it will accrue and be calculated on a weekly basis at the rate of three percent (3%) per annum compounded monthly. If a client disputes any part of an invoice, the client must pay the amount not in dispute by the due date or be subject to such late fee penalty. MTC also reserves the right to withhold services from a client while there are any outstanding fees, penalties and interest.
2. Where a client has made arrangements to pay via subscription, including subscription fees on a monthly basis via direct debit, at the end of each subscription period (12 months), MTC will continue invoicing the client monthly and applying direct credit charges unless advised by the client with at least 30 days' notice ahead of the subscription renewal date that they wish to pay in full for their subscription or resign their subscription.
3. Subscriptions are for a 12-month term. Clients resigning after their subscription anniversary date, may be billed for that year's membership or part thereof - at MTC's sole discretion.

4. The information provided by MTC is for the confidential use by the client for their own business unless with the prior approval of MTC. The client undertakes not to use or disclose the information for the benefit of other organisations.
5. Products and services provided by MTC are in relation to a clients' business interests. All products and services are provided on the basis that the provisions of the Consumer Guarantees Act 1993 will not apply to the use of MTC's products and services in relation to clients business interests, in any way.
6. From time to time, MTC will communicate with you electronically, by email, phone or by text/ sms regarding employment law changes, case law, opportunities, promotions, surveys and the like. As a client of MTC you agree to receive these messages and we will ensure that an appropriate 'opt out' system is in place to help you manage these communications.
7. All information held on our records relating to a client is confidential and shall only be used in relation to the products and services provided by MTC.
8. MTC has the absolute right to cancel a booking or subscription or decline to offer further services without prejudice to any other rights it may have.