

Radars Terms and Conditions

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| Document owner | Head of Institute |
| Approver | CEO |
| Review timeframe | Annually |
| Next review date | 30/11/2022 |

Version history

| Version | Date | Amendments |
|---------|------------|---|
| V1 | 05/05/2020 | First version uploaded to Radar |
| V2 | 13/10/2022 | Annual review – updated sections include misconduct in assessment, complaints, and copyright and indemnity. Link to Strategi Group Privacy Policy has been updated to reflect the latest version. |

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Radar is Strategi Institute Limited's (Strategi) online platform that holds NZQA qualification training, CPD training plus assessments, and other learning resources.

Your access to Radar is limited to reflect the type of subscription that you have.

Application

1. By viewing and using Radar you are deemed to agree to these Terms and Conditions and [Privacy Policy](#) without qualification. Where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms and Conditions on that person's behalf and that, by agreeing to these Terms and Conditions on that person's behalf, that person is bound by these Terms and Conditions.
2. If you do not agree to be bound by these Terms and Conditions, then you must stop accessing and using Radar immediately.
3. We may change these Terms and Conditions at any time by updating them on Radar. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms and Conditions. By continuing to access and use Radar, you agree to be bound by the changed Terms and conditions without qualification.
4. We may change, suspend, discontinue, or restrict access to, Radar without notice or liability.
5. These Terms and Conditions set out everything agreed between us in relation to your use of Radar and supersedes and cancels anything discussed, exchanged or agreed prior to you agreeing to these Terms and Conditions. You have not relied on any representation, warranty or agreement relating to Radar that is not expressly set out in the Terms and Conditions, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms and Conditions.

Provided that, in the event a separate written formal agreement has been signed by Strategi with you or your employer, then such separate written formal agreement shall take precedence over these Terms and Conditions.

User obligations

1. You must provide true, current and complete information in your dealings with us (including when setting up an account or at any time thereafter as may be required by Strategi), and must promptly update that information as required so that the information remains true, current and complete.
2. Your login details are personal to you and should not be shared with other people. If Strategi identifies you are sharing login details, we have the right to either deactivate or charge you/your employer for a second subscription.
3. You can access Radar, on a non-exclusive and non-transferable basis, solely for the purpose of accessing the material in line with Terms and Conditions and on payment of the required fees. Your access will be limited to the services that form part of the subscription, and does not include any capability that may be available on Radar that has not been included in your subscription.
4. If you become aware of any unauthorised use of your login details or any circumstance which may suggest that any person may have unauthorised knowledge, possession or access to the material hosted on Radar, you must immediately notify Strategi, by sending an email to info@strategi.ac.nz.

5. You must use Radar for lawful purposes only and must not reproduce, translate, decompile, reverse-engineer, resell, modify, vary, sub-license or otherwise use any material on Radar except as expressly provided for in these Terms and Conditions.
6. You must ensure that any material on Radar and the website is protected at all times from misuse, damage, destruction or any form of an unauthorised use, copying or disclosure.
7. You must not act in a way, or use or introduce anything that in any way compromises, or may compromise, Radar or any underlying system, or otherwise, attempt to damage or interfere with Radar or any underlying system.
8. You indemnify Strategi against all loss we suffer or incur as a direct or indirect result of your failure to comply with these Terms and Conditions, including any failure of a person who accesses and uses Radar by using your login details.

Misconduct in assessment

Strategi does not tolerate cheating or helping others to cheat.

Cheating in any form:

1. Undermines the cheating student's learning outcomes;
2. Devalues the learning achievements of other students; and
3. Undermines the reputation and integrity of Strategi's teaching and assessment processes.

Cheating can take many forms including:

1. Copying another student's work;
2. Plagiarism;
3. Deliberately misleading through making up information; or
4. Impersonating another person.

Strategi is committed to providing its students with top-quality courses, and assisting them to achieve successful outcomes. It encourages and supports students to develop their own thought processes and to demonstrate understanding of their learning in a way that will assist them with their everyday work.

Strategi expects all candidates to complete their assignments with integrity and honesty. Any student struggling to complete their course work is encouraged to seek help from:

1. Their course coordinator, facilitator and/or assessor;
2. A senior work colleague; or
3. Strategi Institute's Academic Manager.

Any allegation, or incident of cheating, will be fully investigated and may result in disciplinary action being taken. Such action may include any or all of:

1. Removal from the course.
2. The requirement to re-submit coursework.
3. Reporting of the incident to the student's employer (if applicable).
4. Reporting of the incident to New Zealand Qualifications Authority (if applicable).
5. Any other action deemed appropriate.
6. No action.

Anti-virus

1. Although Strategi regularly updates its virus protection software, it does not warrant that the server that makes the information and contents of Radar available is free of viruses or bugs.
2. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the correct display and/or presentation of any material contained on Radar.

Complaints

Strategi shall take a supportive, fair, and equitable approach in conducting its interactions and when implementing the complaints process.

If you have a complaint:

1. All complaints (participants or client) should first be discussed with the Strategi person the participant/client has been dealing with to try to resolve it within five (5) working days.
2. If the complaint is not resolved, the complaint should be referred to the Head of Institute to lodge a formal complaint (by any party).
3. The Head of Institute will acknowledge the complaint in writing and inform you of the next steps and attempt to resolve the complaint within fifteen (15) working days from the date of receipt of the formal complaint.
4. Information about the complaint (and the subsequent actions and investigation) is captured in the complaints register. This information at a minimum should include:
 - Name of complainant;
 - Date;
 - Complaint owner;
 - Date that acknowledgment letter sent;
 - Nature of complaint;
 - Action taken;
 - Client follow-up and feedback;
 - Date resolved; and
 - Improvements identified.
5. The Head of Institute will investigate the complaint and provide a written response to the complainant as soon as possible and within fifteen (15) working days. If a full response is not possible in this time frame the complainant will be advised and a response will be provided as soon as possible.
6. If you are not satisfied with the outcome, then you can ask for a review. The COO and/or a Board member shall review the complaint and subsequent outcome. The outcome of this review is communicated back to the participant/client no later than ten (10) working days from request for review date.

You may bring along a support person to any discussions regarding the complaint.

Refunds

1. In special circumstances, a written request for a refund may be considered at the sole discretion of Strategi. Strategi will not be required to provide any reasons for declining this request.
2. In no event is a refund available to you if your employer pays the fees for the access to Radar.

Copyright and indemnity

1. Copyright in Radar is owned by Strategi unless otherwise indicated. This includes any intellectual property in respect of any modification, enhancement, update or other variation to Radar, that shall vest immediately upon its creation in Strategi.
2. You are entitled to use the information in Radar for your personal reference only. Radar may contain a number of registered trademarks (designated by TM) that are either owned by Strategi or used with the permission of the registered trademark owners.
3. While every care has been taken in the preparation and supply of training resources, Strategi accepts no responsibility for any loss caused as a result of any person relying on the material supplied.
4. Except as permitted under the Copyright Act 1994, no part of Strategi's training material may be reproduced, stored in a retrieval system, communicated or transmitted in any form or by any means without prior approval.

Liability

1. Subject to this section, any representation, warranty, term or condition which would (but for this clause) be implied by law into this agreement is excluded.
2. Strategi believes the information hosted on Radar is correct, and it has reasonable grounds for any opinion or recommendation found within it on the date the information was published on Radar. However, no liability is accepted for any loss or damage incurred by any person as a result of any errors, omissions, inaccuracies, opinions or recommendations in Radar (whether due to the negligence of Strategi, its directors, employees and agents, trainers, mentors and assessors, or otherwise).
3. Strategi makes no representation that Radar will be error-free, bug-free, or will operate without interruption. Every effort is made to keep Radar up and running smoothly. However, Strategi takes no responsibility for, and will not be liable for, any loss you may suffer due to Radar being temporarily unavailable either during its planned maintenance or due to technical or other issues beyond our control.
4. In any event, you agree, that the liability of Strategi shall in no year exceed an amount equal to the fees paid for your subscription to Radar in the previous year (which in the first year is deemed to be the total fees paid from the date of first access to the date of the first event giving rise to liability).

Privacy statement

1. By submitting your details and using Radar, you will be deemed to agree to our [Privacy Policy](#).
2. Failure to provide necessary personal information when requested may result in certain information not being sent to you. The personal information you provide to Strategi will be

used to provide information that you request and to provide you with further information about other services offered by Strategi and its group companies.

3. If you have any questions about this Privacy Policy or would like to access, correct and/or change the information collected at any time, please contact us by sending an email to info@strategi.ac.nz.

Miscellaneous

1. References to currency are in New Zealand dollars.
2. Nothing in Radar is, or should be taken as, an offer, invitation or recommendation to buy or sell any investment in or make any deposit with any person.
3. If we need to contact you, we may do so by email or by posting a notice on Radar. You agree that this satisfies all legal requirements in relation to written communications.
4. These Terms and Conditions, and any dispute relating to these Terms and Conditions, are governed by and must be interpreted in accordance with the laws of New Zealand. You submit to the exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms and Conditions or Radar.