

Purpose

The purpose of this document is to outline the rules, expectations, and guidelines so visitors understand their duties, rights, roles and responsibilities when accessing this website, www.global-proficiency.com.

1. Website owner, the offering, and binding of Terms

This website is owned and operated by us, Global Proficiency Limited (referred to as “we”, “us” or “our”). These website terms of use (“Terms”) apply when you use our website, www.global-proficiency.com. This website offers visitors information relating to the range of services we offer, contact forms, document access and the ability to pay accounts using a credit card. By accessing or using the website, you acknowledge that you have read, understood, and agree to be bound by these Terms.

2. Who can use our website

In order to use our website, you must be at least 16 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

3. Collection and Use of Information

The terms in this clause apply to personal information (information about an identifiable individual) we may collect about you when you visit and browse our website.

When you visit our website, we collect some non-personal information, such as the IP address from which you accessed this website, the date and time you are visiting, the pages you accessed, the type of browser and operating system you use, and terms you use to search for content on our site. This information cannot be used to personally identify you. We use it for the purposes of system administration, auditing use of the site and improving it for different customer profiles, and for our internal reporting.

Our website relies on the use of cookies, which are small files stored on the hard drive of your computer. We recommend you enable cookies in order to enjoy our website, but it is up to you whether you enable them or not. Not all features of our site may be available if you do not enable cookies.

When you provide us with personal information, we are obliged to comply with the provisions of the Privacy Act 2020 (the “Act”). We will collect, hold, use and disclose that information in accordance with the principles set out in the Act. This means we will:

- a) use personal information only for the purpose we collect it for;
- b) retain that information only for so long as necessary to fulfil the purpose for which we have collected it; and
- c) disclose or release it to a third party only where we are required to or we are permitted by law to do so, if you have authorised the release or disclosure, or where it is the purpose (or a directly related purpose) for which the information was collected.

If you think we have breached the Act or you would like to find out more about our obligations, information is available on the Privacy Commissioner's website at www.privacy.org.nz.

If you wish to enquire about personal information we hold about you (if any), you can contact us via the email address provided in clause 10 of these Terms.

4. Ownership of intellectual property, copyrights and logos

Except as otherwise noted, this website and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all copyright and other intellectual property rights ("Intellectual Property Rights") related thereto, are the exclusive property of Global Proficiency Limited. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof without our prior written consent.

5. Disclaimer and Indemnification

The information we provide on the website is provided to you in good faith. However, it is an introduction to the services we provide only. If you order services from us then at the time you place an order with us, you will be making an offer to purchase those services. Separate terms and conditions available on our website relating to the sale and purchase of those services will apply.

While we will do our best to make sure that the website is available, we cannot guarantee that it will always be uninterrupted or that your access will be error-free, or that any files available for download will be error-free or free from viruses, faults, or defects.

Links or references to other websites are provided for your convenience only. Other websites are not under our control, and we do not endorse or assume responsibility for the contents of any other website.

If you wish to link to this website, you must request our permission. You must not do anything which alters our website or interferes with how it works. If you post any material to our site which we believe (in our own discretion) is inappropriate for our site, we may remove it.

You agree to indemnify and hold us harmless from any demands, loss, liability, claims or expenses (including legal costs on a solicitor-client basis), incurred by or made against us by you or any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

6. Limitation of liability

To the maximum extent permitted by applicable law, in no event shall we be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use this website.

To the maximum extent permitted by applicable law, we assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our website; and (iii) any unauthorised access to or use of our secure servers and/or any and all personal information stored therein.

7. Right to change and modify Terms

We reserve the right to modify these Terms from time to time at our sole discretion. Therefore, you should review these Terms periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these Terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

8. Promotional emails and content

You agree to receive from time-to-time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

9. Preference of law and dispute resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to our website shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of New Zealand, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Auckland, New Zealand. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

10. Customer support details & contact information

If you have any questions about these Terms, you can contact us:

By email: enquiries@global-proficiency.com

By visiting this page on our website: <https://www.global-proficiency.com>