

Dairy Effluent 'Warrant of Fitness' Assessor Certification Programme

APPLICATION AGREEMENT

This agreement between

(“the Applicant”)

(Please write your name above)

AND

Quality Consultants Limited, being the Certification Programme Administrator (CPA) of the Dairy Effluent Warrant of Fitness (DE'Wo'F) Assessor Certification Programme (“the Programme”)

Applicant Name: .....
Employer Name: .....
Postal Address: .....
Physical Address: .....
Telephone Numbers: .....
Email: .....

Provide by email to QCONZ a 100 word bio that will be displayed on the Certified WoF website for promotion of your services

By applying for DE'Wo'F Assessor Certification the Applicant acknowledges they have agreed to the Terms and Conditions set out in this Application Agreement.

Signed by Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Signed on behalf of: \_\_\_\_\_
Quality Consultants Limited

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

## **Terms and Conditions**

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### **1. Certification**

- 1.1 The Applicant is applying to the CPA for certification under procedures set by the DE'WoF' Certification Advisory Group and administered by the CPA.
- 1.2 In consideration of the grant of DE'WoF' Assessor Certification and license to use the DE'WoF' logo and name, the Applicant hereby agrees that if the Applicant's application is approved the Applicant will:
- a) Operate in accordance with the rules and standards detailed in the DE'WoF' Assessor Certification Programme.
  - b) Accept as final and binding, any decision taken in relation to certification (including suspension or termination of certification) by the CPA.
  - c) Promptly pay all fees (as determined by the CPA at its sole discretion).
- 1.3 The Applicant agrees that its application for certification will be determined by the CPA in its sole discretion.
- 1.4 The Applicant agrees that any revocation or suspension of its certification (if granted) will be at the sole discretion of the CPA.

### **2. Termination**

- 2.1 The Applicant may voluntarily terminate this Application Agreement at any time by providing written notice to the CPA.
- 2.2 This Application Agreement will automatically terminate two (2) years after the date on which certification (if any) is granted to the Applicant.
- 2.3 The CPA may terminate this Application Agreement at any time by giving seven days written notice to the Applicant in the event the Applicant:
- a) Fails to make any payment due under this Application Agreement on the due date;
  - b) Breaches this Application Agreement or commits any act that brings the Programme, the CPA, or the DE'WoF' Certification Advisory Group into disrepute (all as determined by the CPA in its sole discretion).
- 2.4 Immediately upon termination (whether by voluntary termination by the Applicant or termination by the CPA) the Applicant must no longer use the DE'WoF' logo and name or promote itself as having or having had DE'WoF' 'Assessor Certification.

### **3. No Liability**

To the maximum extent permitted by law, the CPA, the entities appointing the persons, or the persons comprising the DE'WoF' Certification Advisory Group, DairyNZ Limited, and the directors, agents, employees, or contractors of all or any of the above shall not be liable to the Applicant (whether in contract, tort (including negligence), at common law, in equity, or under any statute, regulation or by-law or otherwise) for any loss (including indirect and consequential loss), damage, claim, proceedings, or costs suffered or incurred by the Applicant arising directly or indirectly from or as a result of any act or omission of the persons or entities listed above including, without limitation, in connection with the Applicant not obtaining certification, the Applicant's certification (if granted) being suspended or revoked, and any complaint received in respect of the Applicant. The Applicant agrees that the above exclusion of liability clause confers a benefit on the entities or persons listed above and is enforceable by each of them in accordance with the Contracts (Privity) Act 1982.

### **4. Privacy**

- 4.1 For the purposes of the Privacy Act 1993 (where applicable), the Applicant agrees that:
- a) Information is being collected about the manner of operation of the Applicant's business in order that:
    - a database can be established and held at the CPA's office;
    - the name and contact details of DE'WoF' Certified Assessors can be incorporated in the DE'WoF' Certified Assessor Register and published on the DE'WoF' 'Assessor Certification website.
    - all information obtained in respect of the Applicant will be made available to the DE'WoF' Certification Advisory Group from time to time.
  - b) It is the responsibility of the Applicant to provide up to date contact details
  - c) That the Applicant has the right of access to all such material pertaining to their operation and certification application (other than evaluative material) and has, if necessary, the right to correct it.

### **5. Miscellaneous**

- 5.1 If any term of this Agreement is held to be illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, legislation or other provisions having the force of law or any decision of any court or other body or authority having jurisdiction, such term will be deemed to be deleted from this Agreement.
- 5.2 This Agreement is governed by the laws of New Zealand and the parties agree to submit to the jurisdiction of the New Zealand courts.