

Qualworx Limited
Adventure Activities Certification Programme
Standard Terms and Conditions
Effective from 1 June 2022

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Background and Scope

1. These Terms and Conditions are effective from 1 June 2022 and replace any previously advertised Terms and Conditions, and set out the rights and obligations of the parties in relation to the Operator's engagement with Qualworx Limited to conduct a safety audit of the Operator in order for the Operator to obtain Certification under the Adventure Activities Regulations.

Definitions and interpretation

Adventure Activities Regulations means the Health and Safety in Employment (Adventure Activities) Regulations 2016.

The Act means The Health and Safety at Work Act 2015.

Agreement means this Certification Programme Standard Terms and Conditions and includes the Letter of Engagement, and all schedules, appendices and amendments.

Auditor means those auditors engaged by Qualworx to undertake audits of operators for Certification.

Certification means that the Operator has satisfied the requirements for certification under the Certification Programme specified in the letter of engagement, including having passed the audit to the satisfaction of Qualworx.

Certification Report means the completed report issued by Qualworx to an Operator following a successful audit of the operator.

Certification Services means the services conducted by Qualworx under the Certification Programme, including, but not limited to, auditing, and follow up and maintenance services related to Certification.

Change in Circumstances means any change in the condition or circumstances of the operator or the operation that could reasonably be considered to affect the suitability of, coverage of, implementation of, or otherwise impact on, the policies and procedures of the operation in respect of safety. A Change in Circumstances includes, but is not limited to, a change of ownership or effective control of the operator or operation, a change of operations and activities, an increased level of risk in operations (this being determined at Qualworx complete discretion), loss of key personnel or a change of duties of key personnel of the operator or operation.

Decision Means any decision of Qualworx in relation to Certification, the Programme or this Agreement.

Declaration of Conformity means the declaration of conformity required to be submitted annually by an Operator in the form required by Qualworx.

Intellectual Property means all right, title and interests (whether registrable or not) of Qualworx including without limitation to copyrights, patent and design rights, trade marks, domain names, symbols, know-how, experience, drawings, documents, checklists, tools, data, ideas, procedures and calculations, confidential information or other information, and any licence or similar user rights in respect of any such rights and interest.

JAS-ANZ means the Joint Accreditation System of Australia and New Zealand.

Letter of Engagement means the letter of engagement sent to the operator by Qualworx for an audit which requires the Operator to agree to this agreement and its terms including the specific payment terms and conditions for the commencement and completion of the audit process

New Zealand Adventure Activities Certification Scheme means the scheme as administered by the Ministry of Business, Innovation and Employment and JAS-ANZ issuing requirements for bodies providing safety audit and certification of adventure activity operators.

Nonconformity means a deviation from the Safety Audit Standard, and includes any serious harm incidents.

Operator means the person, company, partnership, or other legal entity (whether an employer, principal or self-employed person) that is the party to this agreement pursuant to its execution of the Letter of Engagement that provides an adventure activity to a participant as those terms are defined in the Adventure Activities Regulations.

Operation means the business and organised action, process or manner of providing an activity or ancillary service.

Website means the website operated by Qualworx.

Certified Operator means an operator that has certification under the Qualworx Adventure Activities Programme.

Certification Logo means Qualworx registered trademarks no. 1061665 and no. 1158427 which serve to enable third parties to recognise that an operator has Certification under the Qualworx Adventure Activities Programme and, the JAS-ANZ accreditation symbol.

Programme means the Qualworx Adventure Activities Certification Programme as managed by Qualworx Ltd.

Qualworx means Qualworx Limited company no: 6270879 and includes its employees, governance bodies, contractors and agents.

Specified Scope of Activities means the activities delivered by the Operation that were included within the scope of the audit.

Terms mean these Standard Terms and Conditions.

Technical Expert means those persons engaged by Qualworx to provide technical expertise when undertaking an audit of an Operator for Certification.

WorkSafe New Zealand means the current body that regulates New Zealand Government safety legal requirements as may be amended from time to time.

Note 1: Reference to a party includes that party's successors, personal representatives, executors, administrators and permitted assigns.

Note 2: Reference to a statute includes references to regulations, orders, rules or notices made under that statute and all amendments and substitutions.

Privacy

2. Qualworx and will comply with the Privacy Act 2020 in respect of any personal information viewed or obtained in the context of Certification Services. Qualworx will not disclose personal information to other parties without the Operator's express consent, except as required by law or professional obligations.
3. The Operator confirms that it will comply with the Privacy Act 2020 in providing any information to Qualworx that is required by Qualworx for the purposes of conducting the Certification Services.

Confidentiality, protection and release of information

4. Qualworx will securely retain all information provided to it for the purpose of Certification Services and for record-keeping purposes.
5. Subject to any legal requirements of disclosure, and excluding any information that is already in the public domain, the Operator and Qualworx shall each respect the confidentiality of any information that each obtains about the other pursuant to Certification Services. Qualworx will notify the Operator in advance of any requests for disclosure of such information.

Intellectual property

6. The Operator retains ownership of any materials and information provided to Qualworx for the purpose of Certification Services and this will be returned to the Operator upon termination of this Agreement, where this is practicable. Qualworx owns any working papers created by it in relation to the Certification Services. Ownership of any Intellectual Property (including processes, procedures, tools, copyright in any report, trademarks, and logos) developed by Qualworx in the course of or in relation to the Certification Services, or these Terms, or which forms part of any deliverable of the audit Programme, vests in Qualworx.
7. The Operator will return any relevant Certification documents as requested to Qualworx upon ceasing participation in the Qualworx Adventure Activities Programme or the suspension or withdrawal of the Certification of the Operator.
8. The Operator may not pass on any Certification documents including any of the Intellectual Property without written permission from Qualworx.
9. The Operator will not infringe any of Qualworx Intellectual Property rights.

Liability, warranties, and indemnity

10. Qualworx liability is limited to the fee paid by the Operator for the Certification Services and Qualworx is not liable to the Operator for any consequential, indirect, special, incidental or punitive damages, regardless of the form of action, whether in contract, tort, strict product liability or otherwise, even if advised of the possibility of such damages and even if the damages were foreseeable.
11. Qualworx will not be liable to any third party in any manner whatsoever in relation to the Certification Services, Audit Programme or this Agreement. The Operator indemnifies Qualworx against any claim made by a third party in respect of the Operator's Certification, or involvement in the Audit Programme.

Termination

12. This Agreement may be terminated:
 - a. at the Operator's request by notice in writing to Qualworx
 - b. by Qualworx in the event of any breach of this Agreement by the Operator, including, but not limited to:
 - i. non-payment of any fees, expenses and services as invoiced by Qualworx
 - ii. not lodging the Declaration of Conformity in a timely manner
 - iii. not meeting any surveillance requirements imposed as conditions of the Operator's Certification in a timely manner or to the satisfaction of Qualworx
 - iv. a breach of a requirement of the Operator's Certification that is brought to the Operator's attention by Qualworx as a nonconformity that is not resolved in a timely manner or to the satisfaction of Qualworx.
 - v. Successful prosecution of the Operator by Qualworx or Worksafe.
13. Any termination of this Agreement will be without prejudice to the rights of either party arising prior to termination, and such termination will not affect the operation of any clauses in this Agreement that are expressed in clause 89 to survive beyond termination.
14. If the Operator ceases to operate or enters into liquidation or receivership, any Agreement or Certification shall terminate from the date of effect of such cessation, liquidation or receivership. The Operator must notify Qualworx as soon as practicable of such.
15. Qualworx will require payment of costs incurred up to the date that the notice of termination is given by Qualworx.

Force Majeure

16. Qualworx will not be liable for failure to perform its obligations under this Agreement if such failure to perform is caused or contributed to by a cause beyond its reasonable control, including any act of God, fire, explosion or industrial dispute.

No Warranty

17. Qualworx gives no warranty about the Certification Services or the Audit Programme and, to the extent permitted by law, excludes all express or implied warranties or representations of Qualworx in relation to the Certification Services and the Audit Programme except as expressly stated in these Terms. Certification through the Audit Programme under the New Zealand Adventure Activities Certification Scheme does not prevent the Operator from prosecution under the Health and Safety at Work Act 2015.

Variations

18. These Terms can be amended at any time by Qualworx. The Operator will be advised in writing of any changes to these Terms as soon as practicable and will be provided with a copy on request. The most current version of these Terms will be available on the Qualworx website. The amended Terms will be binding as soon as they are published on the Qualworx website.
19. These Terms may also be varied by mutual agreement in writing, signed by both the Operator and Qualworx. Such variations are binding on both parties until further varied or terminated.

Entire agreement

20. The Operator acknowledges that these Terms and the Letter of Engagement or relevant signed agreement between the Operator and Qualworx, including any schedules and other material submitted pursuant to it, contains the entire understanding between the Operator and Qualworx. These documents supersede all prior oral or written representations, agreements or understandings between the Operator and Qualworx. The parties acknowledge and agree that if there is any inconsistency between these Terms and the Letter of Engagement or agreement, the Letter of Engagement or agreement will prevail.

Governing Law

21. This Agreement is governed by and interpreted in accordance with the laws of New Zealand.

Certification

Process and Operator Obligations

22. The Operator agrees to allow Qualworx personnel access, during normal working hours, to its premises, facilities, procedures, records and staff to enable them to perform assessments under the Audit Programme. Furthermore, the Operator agrees to provide such assistance as may be reasonably required to supply the Certification Services outlined in this Agreement
23. The Operator agrees to take all practicable steps to ensure that no hazard that is at, or arises at, its premises harms Qualworx staff, Auditors and Technical Experts whilst they are on the Operator's premises and the Operator agrees to ensure such staff, Auditors and Technical Experts are properly briefed about the health, safety and emergency evacuation procedures and any potential health and safety hazards they may encounter during their visit. The Operator also agrees to be responsible for making available to Qualworx staff, Auditors and Technical Experts appropriate safety equipment and/or protective clothing for use at the Operator's premises.
24. Qualworx will give the Operator advance notice of the activities required to complete the Certification Services and the parties will negotiate agreed dates and times for these activities. If the Operator cancels an agreed date within fifteen working days of that date and Qualworx staff, Auditors and Technical Experts cannot be reassigned to an alternative date, or costs incurred on the Operator's behalf cannot be recovered by Qualworx in preparation for the audit, a cancellation fee will apply. The cancellation fee will be payable by the Operator and will be equal to the estimated cost of the Certification Services concerned or such lesser sum as agreed by both parties.
25. The Operator will provide Qualworx with any relevant information on request to enable Qualworx to carry out its Certification Services. The Operator will provide Qualworx with full and timely access to all material and sites necessary for Qualworx to complete the Certification Services. The material the Operator provides must be complete, accurate and correct.
26. The Operator will comply at all times with these Terms and implement any changes as required by Qualworx.
27. The Operator agrees that Qualworx is not liable in relation to the accuracy or completeness of any information supplied by the Operator or any other person in any form in relation to the Certification Services.
28. The Operator must allow observers from Qualworx or any relevant external accreditation body to attend audits carried out as Certification Services in order to meet the Qualworx quality procedures for undertaking Certification Services.

Limitations

29. Certification pursuant to the Qualworx Adventure Activities Programme attests to the robustness of the Operator's operational safety policies, procedures and practices and their alignment with current, accepted outdoors sector legislation, standards and good practice in place at the time of the audit by Qualworx; it is not a guarantee that the Operator will always operate safely or to the requirements of any relevant New Zealand Government safety legislation.
30. Qualworx will not be liable to the Operator for any loss, damage or injury, caused directly or indirectly by Qualworx failure to establish that the Operator's management system or practice does or does not comply with any standards, regulations or other stated criteria.
31. Qualworx will provide the Certification Services with all reasonable care and skill and will use its best endeavours to meet any stated timelines or dates for completion of the Certification Services. Qualworx will not be liable for failure to complete a Certification Service by a particular date unless the delay is unreasonable and caused by Qualworx wilful default or gross negligence.

Certification period

32. Certification is granted for a set period starting on the date of the completed Certification Report that shows compliance has been reached against all criteria of certification. The period of Certification will be identified in that completed Certification Report and will be for a maximum period of three years. There may be conditions of Certification imposed or requirements imposed for the maintenance of Certification, such conditions are at the discretion of Qualworx and will be detailed to the Operator in the Completion Report and may be amended by Qualworx in accordance with this Agreement.
33. For the avoidance of doubt termination of this Agreement under clause 12 will result in the immediate termination of any further obligations of Qualworx in regard to the Operator's Certification.
34. Certification of the Operator under this Agreement will automatically terminate at the end of the Certification term as provided for in the Completion Report.

Scope of certification

35. Certification is based on a Specified Scope of Activities. If the Operator wishes to extend or reduce the scope of the activities included in the Certification, Qualworx must be notified at the soonest opportunity. The Specified Scope of Activities are detailed in the Certification Report and the Operator understands that it only has Certification for those Specified Scope of Activities.
36. If the Specified Scope of Activities is to be extended, Qualworx may require a special audit of such activities (at an additional cost) to ensure that the additional activities meet the Certification requirements of the Operator before the Certification documents are amended.
37. The Operator must not represent its Certification as including activities that are not included in the Specified Scope of Activities.
38. Qualworx may provide Certification Services in relation to safety certification that fall outside of the scope of the New Zealand Adventure Activities Certification Scheme administered by JAS-ANZ and WorkSafe New Zealand. Such services are voluntary and are not covered by the New Zealand Adventure Activities Scheme or the Adventure Activities Regulations. As such any reports or decisions in regard to these audits will be separated.

No assignment

39. Certification is granted to the Operator in respect of the Specified Scope of Activities. The Operator may not assign this Agreement or the Certification to any other operator or other person under any circumstances.
40. In the event that the ownership of the Operator changes and a new operator begins undertaking any or all of the Specified Scope of Activities previously delivered by the Operator, the new operator must apply for Certification in their own right.

Maintenance of certification

Declaration of Conformity

41. For certification periods of more than one year, annual Declarations of Conformity must be submitted as follows:
 - a. For a two year certification period a Declaration of Conformity must be submitted before the first anniversary of the issue of Certification.
 - b. For a three year certification period, Declarations of Conformity must be submitted before the first and second anniversaries of the issue of Certification (i.e. annually).
42. Any Declaration of Conformity must be submitted within the month of the anniversary of the issue of Certification.
43. If the Operator does not submit an annual Declaration of Conformity, or significant concerns are identified in its content, Qualworx shall have the right to implement:
 - a. surveillance by Qualworx of the Operator (as outlined at clauses 48, 49, 50, and 51)
 - b. special audit activities undertaken by Qualworx in respect of the Operator's activities
 - c. reduction, suspension, amendment to or withdrawal of Certification. The Qualworx process regarding these actions are outlined in clause 93.
44. The appropriate annual Declaration of Conformity form must be used. The form can be found on the Qualworx website or provided upon request.
45. Fees are subject to change at any time by Qualworx without prior notice to the Operator. Information about current fees are available from Qualworx on request.

Notification of Change in Circumstances

46. During the Certification period the Operator must notify Qualworx immediately of any Change in Circumstances. Change in Circumstances could include, but are not limited to:
 - a. The addition of a new location for delivery of an activity that is covered by the certificate
 - b. The addition of a new activity that is not covered by the certificate
 - c. Changes to matters that are subject of conditions
 - d. Changes to key client staff, or ownership
 - e. Identification of a non-conformity including a notifiable incident or event (refer below).
47. In order to maintain Certification, Qualworx will assess the impact of any Change in Circumstances notified in accordance with clause 46. Depending on the scope and nature of a Change in

Circumstances, assessment may require, for example, a site visit or audit activity and could incur additional fees and/or expenses on the part of the Operator (see 'Programme fees and expenses' below at clauses 78 through 86).

Surveillance

48. Qualworx may include surveillance activities as a condition of Certification for an Operator. These surveillance activities will be based on an assessment of the risk that an Operator poses to the Qualworx as the certifier. Any surveillance activities will be documented as conditions in the final Certification Report. These conditions will document:
 - a. The types and scope of surveillance activity
 - b. The frequency of surveillance activity
 - c. The sites and adventure activities to be viewed
 - d. Any special conditions attached to the surveillance programme
 - e. Qualworx staff responsible for administration and delivery of the scheduled surveillance
 - f. An estimated cost of scheduled surveillance
49. During the Certification period, Qualworx may undertake surveillance to ensure compliance with the Audit Programme requirements. This may take the form of visits, spot checks or other forms of monitoring.
50. The Operator must allow Qualworx timely access to all relevant sites, people and information when requested for the purpose of maintaining Certification.
51. The Operator must meet the costs of these surveillance activities.

Nonconformities

52. Nonconformities with Audit Programme requirements may be identified by the Operator or by Qualworx through audits and/or surveillance.
53. The Operator must notify Qualworx immediately if it becomes aware of any nonconformity.
54. In the event that Qualworx becomes aware of any nonconformity by any means or becomes aware by any means of any circumstances which may affect the validity or appropriateness of the Operator's Certification, it may:
 - a. suspend the Operator's Certification; and/or
 - b. require the Operator to take remedial action, within a specified time period in order to have the full Certification reinstated; and/or
 - c. limit the scope of Certification in respect of one or more activities within the Specified Scope of Activities; or
 - d. terminate this Agreement; and/or
 - e. notify WorkSafe New Zealand as required by the New Zealand Adventure Activities Certification Scheme.

Notification of audit and publication of Certified Operators

55. The Operator agrees to publication of its Certification status and contact details on the list of Certified Operators maintained by Qualworx.
56. The Operator agrees that Certification issued under the JAS-ANZ such as the New Zealand Activities Certification Scheme will require notification to JAZ-ANZ of registration, audit completion and

certification. Client certification details (name, contact person, address, and scope of activities) will be listed on the JAS-ANZ online register.

Representation as Qualworx Adventure Activities Certified Operator

57. Once certified, and as long as Certification is maintained, the Operator is entitled to represent itself as a Qualworx Certified Operator and use the Certification Logos on its documentation.
58. Notwithstanding clause 57, the Operator must only represent itself as a Qualworx Certified Operator in respect of activities within the Specified Scope of Activities which were subject to the audit conducted by Qualworx.
59. The Operator must not use the Certification Logos on any product or infer that any product sold by the Operator has Certification.
60. The Operator must not alter the Certification Logos or Certification documents in any way when using it in published or unpublished documentation and the Operator must use the certification Logos and Certification documents in accordance with the style guide titled 'Guidelines for Use of the Qualworx Certification Mark' and 'Use of the JAS-ANZ accreditation symbol'.
61. The Operator must cease using the certification Logos on its documentation immediately in the event that Certification is terminated, withdrawn or suspended for any reason, or if Certification is not renewed upon expiry.
62. The Operator must withdraw all electronically published and hardcopy printed material containing the Certification Logos within 24 hours of notification that Certification has terminated, withdrawn or suspended.
63. The Operator must advise third-party advertisers or endorsers (e.g. tour wholesalers, websites, printed tourist guides etc.) of its loss of Certification and request they stop using the certification Logos or any Certification claims in relation to the Operator.
64. The Operator must not use its Certification in a manner that could bring Qualworx or the audit Programme into disrepute.
65. The Operator must not make statements about its Certification that are unauthorised, incorrect, or could be misleading or in breach of the Fair Trading Act 1986 and any amendments to the Fair Trading Amendment Act 1986.

Independence and impartiality

66. Qualworx has policies and procedures in place to ensure that it provides independent and impartial assessments. This includes the following:
 - Qualworx does not allow commercial, financial or other pressures to compromise its independence and impartiality
 - All audits conducted by Qualworx are subject to a moderation process to ensure consistent and accurate assessments
 - An independent panel reviews the Certification Services of Qualworx, with particular attention paid to the risks to impartiality
 - Qualworx staff, Auditors, Technical Experts and directors are required to declare any actual or perceived conflicts of interest in relation to any Certification Services they are involved in.
67. The Operator must advise Qualworx immediately if there is any potential or known conflict of interest with either their assigned Auditor, Technical Expert or Qualworx employees.

68. Qualworx will inform the Operator in advance if it decides to outsource certain activities that may affect the Operator, to provide the Operator an opportunity to object.

Authority to contact third parties

69. The Operator gives Qualworx the authority to contact third parties if necessary in order to obtain information required for the purposes of the Certification Services.

Auditor Code of Conduct

70. Qualworx Auditors are required to conform to the Auditors' Code of Conduct. The Code of Conduct is available on the Qualworx website.

Complaints

71. Complaints about Qualworx audit Programmes must be made in writing. A complaints form is available on the Qualworx website. All complaints will be handled in accordance with Qualworx standard internal complaints process.
72. Complaints received by Qualworx regarding an Operator will be recorded, investigated and tracked until completion according to the Qualworx internal procedures. The Operator will be notified of the complaint and the outcome of the investigation.
73. Qualworx and the Operator will cooperate with any requests for information or investigations conducted by either an accreditation body or WorkSafe New Zealand.

Appeal of Certification Decision

74. If the Operator is dissatisfied with any Decision of Qualworx in respect of its Operation, the Operator may appeal the Decision. An appeal form is available on the Qualworx website.
75. Appeals must be submitted in writing, addressed to the Qualworx CEO, and be received by Qualworx within ten working days from the date of the Decision.
76. The notice must specify the reasons why the Operator is dissatisfied with the Decision.
77. Qualworx may consider notice received under clause 75, and following consideration of such notice, Qualworx retains discretion to uphold any Decision or amend any such Decision.

Programme fees and expenses

78. Obtaining and maintaining Certification requires payment of fees for Certification Services and maintenance of Certification Services, including surveillance activities and annual Declarations of Conformity.
79. Qualworx is required to collect a registration fee on behalf of WorkSafe NZ for adventure activities registered, this annual fee is collected for the period of certification at the completion of certification audit.
80. Qualworx is required to collect a registration fee on behalf of JAS-ANZ for adventure activities, this annual fee is collected annually.
81. Fees and/or expenses may also be payable in relation to:
- a. assessment of remedial actions by the Operator in relation to a Change in Circumstances
 - b. actions by Qualworx in response to a breach of this Agreement
 - c. review of any Qualworx Decision.

82. Expenses that Qualworx is entitled to charge for include but are limited to:
- a. Travel costs, travel time, accommodation, food and related costs of Auditors and Technical Experts
 - b. printing, postage and telephone charges
 - c. expenses relating to the administration of the audit services.
83. Fees and expenses are subject to change without notice. Up-to-date information on Qualworx Adventure Activities Programme fees and costs is available on request from Qualworx or is further itemised in the Letter of Engagement.
84. If this Agreement is terminated in accordance with clause 12 and 13, including where the Operator does not obtain Certification for any reason, the Operator shall not be entitled to any refund or apportionment of fees or expenses paid.
85. Invoiced fees and expenses (including GST) are payable by the Operator to Qualworx on the terms as agreed to in the Letter of Engagement. For fees and expenses not related those itemised in the Letter of Engagement, these must be paid by the 20th day of the month following the date of issue of the invoice.
86. Interest will be charged at a rate of 2% per month, compounding monthly, on any amount overdue including unpaid interest. Failure to pay fees and expenses may lead to suspension of service, with attendant risk of delay or withdrawal of Certification. If payment is not received on the due date Qualworx reserves the right to use the services of a debt collection agency and collection costs and legal costs incurred by Qualworx are payable by the Operator and/or to lodge a claim in the Disputes Tribunal of New Zealand regarding a decision on disputed fees and expenses.

No Waiver

87. No failure or delay by Qualworx in insisting on the strict performance of these Terms or the Letter of Engagement or any relevant agreement or to exercise any right under such Terms or agreement will operate as a waiver of those matters. A waiver will not be effective unless it is in writing. A waiver of any specific breach will not be a waiver of any other breach.

Further Acts

88. The Operator agrees to take all actions and sign all documents reasonably required to give effect to these Terms.

Survival

89. The confidentiality, intellectual property and limitation of liability obligations in these Terms, and any other obligations which by their nature are to continue beyond the expiry or termination of these Terms, survive beyond the expiry or termination of this Agreement.

No Agency

90. Nothing in these Terms will be deemed to create a partnership, joint venture or agency between the Operator and Qualworx nor its parent company Skills Active Aotearoa Limited. Neither the Operator nor Qualworx has any authority to bind the other unless expressly permitted to do so in these Terms.

Severability

91. If any part of these Terms is determined by any court or other competent authority to be invalid, void, unlawful or otherwise unenforceable, the validity, existence, legality and enforceability of the remaining clauses will not in any way be affected, prejudiced or impaired and will continue to apply in full force and effect.

Public Disclosure of Operator Certification status

92. The Operator is required to ensure prominent, public disclosure on the Operator's website, the current certification status under the Qualworx Adventure Activities Certification, using the Qualworx provided logos and following the guidelines for the display and wording for such disclosures.

The Operator shall also prominently display to the public the current Certification Certificate at the location of each Adventure Activity within certification.

In the case where Qualworx advises the Operator of an amendment, update, limitation or withdrawal of Certification the Operator shall, as soon as possible, update all public disclosures.

Withdrawing or suspending Certification

93. Qualworx shall also consider suspension, withdrawal or reduction in scope of Certification following:
- a. The outcome of a review by Qualworx of the Operator's incident reports, their significance and any subsequent corrective actions.
 - b. Non-adherence of the Operator to the relevant safety audit standard(s) as may, for example, be evidenced by the nature and classification of any nonconformity and the operator's performance in resolving that nonconformity within the timeframes agreed with Qualworx.
 - c. Failure of the operator to adhere to the conditions of Certification including failure to rectify any nonconformity, or to comply with surveillance requirements (including provision of a compliant declaration of conformity).

Before suspending or withdrawing a Certification, Qualworx will give the Operator an opportunity to be heard on the matter and notify WorkSafe of its concerns.

Qualworx will, if suspending or withdrawing Certification, give written notice to the Operator outlining:

- a. that Certification has been suspended or withdrawn.
- b. any period of suspension.
- c. the reasons for the suspension or withdrawal.
- d. the consequences of the written notice.

Qualworx will determine and document the required process, including any additional audit requirements, to resolve a suspended Certification.

Within five working days, Qualworx will advise the registrar of any withdrawal, suspension or changes to Certification, along with reasons for that decision.