

3. Previous employment or activity

Please select your occupation or activity before you started with this employer

| | | | |
|------------------------------|--------------------------|-------------------------|-----------------------------|
| Secondary school student | Private training student | Wage or salary worker | Self-employed |
| Polytechnic student | Wananga student | House-person or retired | Non-employed or beneficiary |
| College of Education student | University student | Overseas | |

4. Learning skills assessments

The training will contain some learning skills assessments that may include literacy and numeracy.

Have you completed a reading or numeracy assessment? Yes No Don't know

If yes, please specify Reading Numeracy Other Who with?

Do you have a difficulty that may affect your ability to learn? Yes* No

If yes, please specify

*If you have difficulties, extra learning support may be available.

5. Trainee proof of Identity (Complete all fields)

i) **If you hold a NZ Passport or NZ Driver Licence or NZ Full Birth Certificate** (only if issued after 1998) please provide the number below.

Note passports must not be expired for more than two years.

Your Passport Number

*Expiry Date (dd/mm/yyyy)

OR - Your Birth Certificate Unique Identifier Number (if issued after 1988)

Driver Licence Number

Version

ii) **If you DO NOT hold a NZ Passport or NZ Driver Licence or a NZ Full Birth Certificate** (issued after 1998), please provide a VERIFIED COPY of the following

1 Overseas Passport 2 Overseas Birth Certificate 3 NZ Citizenship Certificate

Note : A verified document is a photocopy signed as a true and accurate copy of the original. This can be verified by Skills staff, Justice of the Peace, NZ Police or a Skills authorised verifier only. Documents must be verified prior to being posted or scanned to Skills. Faxed copies will not be accepted.

*NZ OR Overseas Passports must not be expired for more than 2 years and must have not been cancelled. Australian passports do not require visas. ** Photo ID accepted is NZ or overseas driver licence, 18+ card and NZ student ID.

6. Residency and Citizenship

If you have enrolled for Electrotechnology, Roofing, Scaffolding & Plumbing, Gasfitting and Draining you **MUST** provide Passport number and expiry date or birth certificate.

NZ Citizen

Australian Citizen

Passport Number

NZ Permanent Resident

Overseas

Passport Expiry date (dd/mm/yyyy)

C. Declaration (Complete all fields)

Ensure you attach the separate **Qualification/Programme Schedule** to this **Training Agreement** with the **Payment** (if applicable) also completed so your application can be processed. If they are not attached your application will be returned to you for completion.

Signed for and on behalf of the Employer

I confirm the Trainee has a current employment agreement (this can include a self-employment contract of service) or volunteer/unpaid agreement. I confirm that I have the right to sign this Training Agreement on behalf of the Employer.

Main contact name

Main contact signature

Date

Skills may send you promotional materials to keep you informed about resources and other available programmes.

If you do not wish to receive any promotional material please tick this box

Signed by the Trainee

By signing this Training Agreement, I confirm that I have read, understood, and agreed to the Terms and Conditions of this Training Agreement. I also confirm that the information supplied is true and correct and that I have the legal right to work in New Zealand during the length of the employment agreement (this can include a self-employment contract of service) or volunteer/unpaid agreement.

Trainee signature

Date

Skills may send you promotional materials to keep you informed about resources and other available programmes.

If you do not wish to receive any promotional material please tick this box

Skills use only

Qualification/Programme Schedule attached Yes Payment details completed Yes ID documentation attached Yes

Account manager name

Date

Administration notes

1. Object

- 1.1 This training agreement ("TA") sets out the obligations of the Trainee and the Employer ("Employer"). It forms part of the employment agreement between the Employer and Trainee.
- 1.2 This TA enables the Trainee to participate in the structured training qualification programme (Programme) set out in the attached Qualification/ Programme Schedule (QPS). The Programme allows the Trainee to achieve unit standards leading to a prescribed New Zealand Qualifications Authority ("NZQA") qualification or programme.
- 1.3 This TA will not have effect until it is approved and registered by The Skills Organisation Incorporated ("Skills") on the Tertiary Education Commission's ("TEC") Industry Training Register.

2. Term

- 2.1 This TA begins on the date the TA is registered by Skills or when the Programme commences, whichever is the earlier, but will not be effective until the TA is registered by Skills. The TA will end on the date the Trainee completes their relevant qualification unless terminated earlier in accordance with clause 6 of this TA ("Term").
- 2.2 The term of the employment agreement cannot be less than the Term of this TA.

3. The Employer's Obligations

- 3.1 The Employer agrees to:
 - a. ensure that the Trainee meets all the necessary entry requirements to be a Trainee under this TA.
 - b. pay the required fees to Skills in the attached QPS by the due date .
 - c. pay Skills back for all costs, expenses and/or losses, (including, but not limited to, legal and collection costs) sustained by Skills in recovering the payment of fees.
 - d. ensure that no other government funding or subsidies are received in relation to the Programme.
 - e. facilitate, and actively encourage, the Trainee's participation in all learning needs assessments and training required for the Programme. This includes releasing the Trainee to attend off-job training courses and providing learning support to meet identified literacy, language, digital or numeracy skills gaps (if required) and health and safety requirements.
 - f. during training ensure that a Trainee is supervised by an individual that meets industry licensing requirements and that the Trainee holds a current licence, where applicable, during the Programme.
 - g. ensure that any on-job assessment is carried out by a Skills' registered or contract workplace assessor.
 - h. where relevant, notify the appropriate licensing authority when the Trainee's supervisor changes.
 - i. read and understand Skills' appeals process, reassessment charges, withdrawals and refunds policy as set out below in sections 7 and 8.
 - j. provide a fit-for-purpose health and safety management system which includes current policies and processes.
 - k. notify Skills immediately where:
 - i. the Trainee enrolls with any other industry training organisation at any time during the course or the Programme, or
 - ii. the Trainee's immigration status changes, or
 - iii. the Trainee's employment or volunteer work agreement ceases, or
 - iv. the Employer's business is sold.

4. The Trainee's Obligations

- 4.1 The Trainee agrees to:
 - a. achieve the required number of credits each year, as agreed in the Programme.
 - b. complete the Programme within the required time.
 - c. keep a record of training and assessment results in good order for at least a year.
 - d. not apply for, or receive, any government funding or subsidy in relation to the TA.
 - e. provide all necessary documentation to Skills confirming his/her eligibility to undertake the Programme.
 - f. pay Skills back for all costs, expenses and/or losses, (including but not limited to legal and collection costs) sustained by Skills in recovering the payment of fees.
 - g. complete an initial skills assessment for reading and/or numeracy within eight weeks of signing the TA if required and, where relevant, complete a post-assessment before the end of the Programme.
 - h. where relevant, notify the appropriate licensing authority when the Trainee's supervisor changes and ensure that the Trainee's licence is current throughout the term of the Programme.
 - i. attend any required training.
 - j. notify Skills immediately where:
 - i. s/he enrolls with any other industry training organisation at any time during the course or the Programme, or
 - ii. his/her immigration status changes, or
 - iii. his/her employment or volunteer/unpaid work agreement ceases.
 - iv. his/her contact details change.

5. Skills

- 5.1 Skills will:
 - a. recognise this TA provided that the Employer and Trainee meet, and continue to meet, their respective obligations under this TA.
 - b. process any assessment results sent to Skills and forward results to the Trainee and NZQA, and
 - c. be available to assist the Employer and/or the Trainee on matters related to this TA and/or the Programme.

6. Termination

- 6.1 This TA may be terminated in accordance with the provisions of the employment or volunteer agreement between the Trainee and the Employer. Termination of the employment or volunteer agreement will automatically result in termination of this TA.
- 6.2 This TA will also cease if:
 - a. if the Trainee does not achieve in accordance with the Programme.
 - b. if Skills becomes aware that the Employer or the Trainee is unable to fulfil their training responsibilities under the Programme.
 - c. the Trainee twice declines or fails to enrol in an off-job training course (if required) as directed without acceptable justification .Skills has sole discretion over accepting any justification.
 - d. fraudulent assessment results are submitted to Skills by the Trainee or the Employer.
 - e. the Trainee or Employer fails to pay any required fees.
 - f. Skills does not receive sufficient funding to support continued training of the Trainee.

7. Miscellaneous

- 7.1 The personal information we collect from you in this agreement, and during your enrolment in the Programme, will be stored, used and disclosed in the ways set out in our privacy statement. This statement also explains how you can access and correct your personal information at any time.
- 7.2 Enrolment in the Programme activates your subscription to the Skills e-newsletter. You can unsubscribe from this at any time by following the process set out in the e-newsletter or contacting Skills.
- 7.3 Skills has an assessment appeal process that is transparent and readily available to Trainees. If a Trainee wishes to appeal an assessment decision, contact Skills at assessorinfo@skills.org.nz or at PO Box 24469 Royal Oak, Auckland 1345 within 14 days of notification of the assessment decision explaining why you want to appeal the decision. Your first assessment and your first re-assessment are free. Further re-assessments may incur fees. Such fees and the further information required will be notified to you at the time of your request for re-assessment.
- 7.4 The TA may only be varied by agreement in writing between the Employer, the Trainee and Skills.
- 7.5 The Employer and the Trainee agree that they may not assign or sub-contract their obligations under this TA except with the prior written consent of Skills.
- 7.6 This TA will be governed by the laws of New Zealand. The Employer and Trainee agree to submit to the exclusive jurisdiction of the courts of New Zealand

8. Withdrawals

- 8.1 Applications for withdrawals must be made in writing to Skills, at PO Box 24469, Royal Oak, Freepost 5164, Auckland 1345 or email to registrations@skills.org.nz. The following rules apply to withdrawals:

| Date of withdrawal (received by Skills) | Refund of fees | Admin fee | Effect on record of learning |
|--|---------------------------------------|-----------|--|
| Within 14 days of the date Skills sent the training materials to the Trainee and no workshop has been attended by the Trainee and no work has been received by Skills. | Enrolment fee less Administration fee | \$100 | There will be no record of your enrolment on your record of learning if all training materials are returned to Skills. |
| After 14 days of the date Skills sent the training materials to the Trainee. | No refund | Nil | Your record of learning will state 'Withdrawn'. |