

Training Agreement

Please also attach the Qualification/Programme Schedule Trainee Transfer A. Employer information (Complete all fields) Company name Trading as (if applicable) Postal address Street address Suburb City/Town Main contact ph DDI Main contact name Main contact mobile **Email** 1. Employer accounts payable information **Contact name Email** Email address where invoices are to be sent (if different to above) Email address where statements are to be sent (if different to above) B. Trainee information (Complete all fields) State your full legal name as it appears on your birth certificate or passport First name Preferred name Middle name Surname If you have changed your name by marriage, civil union, deed poll, or statutory declaration, you may be registered with the New Zealand Qualifications Authority under your previous name. Please state your previous name(s) and attach verified documents. Previous full legal name(s) Male **Female** Gender diverse Gender NZQA or National Student Number (NSN) (If known) Date of birth (dd/mm/yyyy) If under 16 at the time of signing supply a MOE Exemption number Street address Suburb City/Town **Postcode** Work phone Home phone **Email** Mobile Self- Employed Volunteer Please tick if you are: **Employee** Have you done any training with another ITO: Yes No 1. Ethnicity (Tick the ethnic groups that you belong to for statistical purposes) NZ European/Pakeha NZ Maori * Italian Samoan Other European African South Slav Other Pacific Nation Dutch Japanese Australian Fijian Korean Sri Lankan Other Southeast Asian British/Irish Filipino Latin American Tokelauan Other Cambodian German Middle Eastern Tongan Chinese Greek Niuean Vietnamese Cook Island Maori Indian Polish Other Asian *Iwi: If you selected NZ Maori above, please state the name(s) of all your iwi: I don't know I don't identify with an iwi 2. Education Last secondary school attended in New Zealand Last year at secondary school OR - if you did not attend secondary school in NZ then please state the overseas country where you went

If English is not your main language what is?

i) Highest secondary school qualification achieved (tick one)

No formal secondary school qualification

14 or more credits at any level

NCEA Level 1 or School Certificate

NCEA Level 2 or 6th Form Certificate NCEA Level 3 or Bursary or Scholarship Overseas qualification (includes International Baccalaureate& Cambridge Exams)

University Entrance

Other

ii) <u>Highest tertiary qualifi</u>	cation achieve	d (tick one)		What was the firs	st year you	enrolled in tertiary	education	1?
No Qualification		Back	nelor Degree			Postgradua	te Diploma	/Certificate,
Certificate. If yes, which le	evel?	Mas	ters Degree			Bachelor He	onours	
Diploma. If yes, which lev	rel?					Doctorate D)egree	
3. Previous employment o	or activity							
Please select your occupat	tion or activity b	efore you started w	ith this employe	er				
Secondary school student		Private tra	ining student		Wage or sa	alary worker		Self-employed
Polytechnic student		Wananga	student		House-per	son or retired		Non-employed of beneficiary
College of Education stude	ent	University	student	1	Overseas			,
4. Learning skills assess	sments							
The training will contain	some learning	skills assessmen	ts that may incl	lude literacy and	l numerac	y.		
Have you completed a re	eading or nume	racy 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 lea	rn?	Yes*		No		
If yes, please specify								
*If you have difficulties,	extra learning s	support may be av	ailable.					
5. Proof of Residency								
Please select one								
NZ Citizen	NZ Po	ermanent Resident		Austra	lian Citizer	1		Overseas*
f you have selected Over enrolling in. <u>The work vis</u>				he work visa sh	ould cove	r the duration of	the prog	gramme that you are
6 Trainee proof of identi	tv							

i) If you hold a NZ Passport or NZ Full Birth Certificate (if issued or reissued after 2003) 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 or reissued after 2003)

ii) If you DO NOT hold a NZ Passport or a NZ Full Birth Certificate (if issued or reissued after 2003), please provide a VERIFIED COPY of the following

1 Overseas Passport	2 Overseas Birth Certificate 3 NZ Citizenship	

iii) Any birth certificate issued before 2003 must be verified as per the Note below.

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 work visas.



C. Declaration (Complete all fields)

Ensure you attach the separate Qualification/Programme Schedule to this <u>Training Agreement</u> with the <u>Payment</u> (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 my 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 or related goods and services. 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					





Training Agreement General Terms and Conditions

1.1 The Training Agreement ('TA') is a contract between The Skills Organisation, the Trainee, and the Employer. It forms part of the employment agreement or volunteer employment agreement between the Trainee and the Employer.

1.2 The TA allows the Trainee to participate in a structured training qualification program (Programme). The Programme allows the Trainee to achieve unit standards leading to a prescribed New Zealand Qualifications Authority ('NZQA') qualification or program.

2.1 The TA starts on the date the TA is registered by Skills or when the Programme starts, 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 the qualification unless it is ended earlier in accordance with clause 6 below ('Termination').

3. The Employers Obligations

3.1 The Employer Agrees to:

- a. Make sure that the Trainee meets all the necessary entry requirements to be a trainee under the TA.
 b. Facilitate, and actively encourage, the Trainee's participation in all learning needs assessment 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 gap (if required), and meeting health and safety requirements.
 c. Provide training and the opportunity to gain experience in all aspects of their apprenticeship and, where this is not possible, find another employer
- who can train the Trainee in the missing areas.

Make sure that any on-job assessment is carried out by a Skills registered assessor.

Make sure that during training a Trainee is supervised by a person that meets industry licensing requirements, and the Trainee holds a current license, where applicable, during the Programme.

Notify the appropriate licensing authority, where required, when the Trainee's supervisor changes.

Pay the required fees to Skills by the due date, Fees are detailed in the relevant Qualification Programme Schedule (QPS) which can be

- g. accessed at www.skillsconsultinggroup.com for Trainees an Employers to complete.
- 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 Pay Chilis Date for all costs, expenses and/or losses, fill losses, f

Having current policies and processes.

- m. Making Trainee's aware of their Employers' health and safety policies and processes and the Trainees' responsibilities under those health and safety policies and processes.
- Making sure trainees wear personal protective equipment (PPE) while attending any training and assessment at a training provider's site under the TA.
- o. Making sure Trainee's receive a health and safety induction when attending training and assessment at a training provider's site under the TA outside their work.

Making sure the Trainee can follow reasonable instructions form a training provider and/or assessor

Making sure the Trainee understands any specific safety requirements as set by the training provider during training and assessment, and Notify Skills immediately where:

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. Pay the fees for the programme, as specified in the QPS, to Skills by the due date.
 c. Complete the Programme within the required time.

Keep a record of the training and assessment results in good order for at least a year.

Not apply for, or receive, any government funding or subsidy in relation to the TA

- Provide all necessary documentation to Skills confirming their eligibility to undertake the Programme.

 Pay Skills back for all costs, expenses and/or losses (including but not limited to legal and collection costs) sustained by Skills in recovering any g. unpaid fees.
- 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.
- Ensure that the Trainee's license is current throughout the term of the Programme and notify the appropriate licensing authority when the Trainee's supervisor changes in accordance with any licensing requirements for the relevant industry.

 Follow any specific safety related instructions from Skills' Training Providers and Assessors during training and assessment. Take reasonable care of their own health and safety.

Take reasonable care that their actions do not affect anyone else's safety during training and assessment.

m. Attend any required training.

- n. Notify Skills immediately where:
 - i. They enroll with any other transition industry training organisation at any time during the course or the Programme, or

ii. Their immigration status changes, or iii. Their employment or volunteer/unpaid work agreement ceases.

iv. Their contact details change.

5.1 Skills will:

a. Support the trainee and the employer vis their skills account manager to provide pastoral care visits both onsite and at block courses.

b. Monitor trainee progress to ensure completion of all Programme milestones.
 c. Process any valid assessment results sent to skills and forward results to the trainee and NZQA

d. Be available to assist the Employer and/or the Trainee on matters related to this TA and/or the Programme.

- As far as reasonably practicable, consult and coordinate training and assessment activities and co-operate with its Providers, Assessors e. Employers and Trainees, so all can meet their joint health and safety responsibilities under this TA and the Health & Safety at Work Act (2015) ('Aċt').
- ('Act').
 Provide relevant guidance and information to Providers, Assessors, Employers and Trainees, on health and safety matters when arranging training and assessment under this TA.

 Regularly monitor its contractors' activities to ensure all providers and assessors fulfil their responsibilities under the Act, and in particular:
- Make sure trainees receive a health and safety induction when attending training and assessment at a providers site outside of their workplace, under this TA.
- Make sure trainees can understand and follow reasonable instructions from a training provider and/or assessor.
- Make sure trainees understand any specific safety requirements as set by the training provider and assessor during training and assessment j. before and during training and assessment.
- k. Make sure trainees wear required personal protective (PPE) during training and assessment to complete the tasks safely.



Fraining Agreement General Terms and Conditions

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 between the Trainee and the Employer will automatically result in termination of this TA

6.2 This TA will also terminate if:

- a. The Trainee does not achieve credits in accordance with the Programme, or
- Skills becomes aware that the Employer or the Trainee is unable to fulfil their training responsibilities under the Programme, or The Trainee twice declines or fails to enroll in an off-job training course (if required) as directed, without acceptable justification. Skills has the sole discretion whether to accept any such justification, or
- d. Fraudulent assessment results are submitted to Skills by the Trainee or the Employer, or
- e. The Trainee or Employer fails to pay any required fees, or f. Skills does not receive sufficient funding to support continued training of the Trainee.

7. Miscellaneous

- 7.1 The personal information Skills collects from the trainee in this TA, and during the Trainee's enrolment in the Programme, will be stored, used, and disclosed in the ways set out in our privacy statement. This statement can be found at www.skillsconsultinggroup.com and explains how personal information can be accessed and corrected at any time.
- 7.2 Enrolment in the Programme activates Trainees' subscription to the Skills e-newsletter. Trainees can unsubscribe from this at any time by following the process set out in the e-newsletter or contacting Skills.
- 7.3 Skills has a transparent assessment appeals process. If a Trainee wishes to appeal an assessment decision, they should contact Skills at assessorinfo@skills.org.nz or at PO Box 24469 Royal Oak, Auckland 1345, within 14 days of the notification of the assessment decision explaining why they want to appeal the decision.
- 7.4 First assessment and re-assessment are free. Further re-assessments may incur fees. The fees and any further information required will be notified to the Trainee at the time of their request for re-assessment.
- 7.5 The TA may only be varied by agreement in writing between the Employer, the Trainee, and Skills.
- 7.6 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.
- 7.7 This TA is governed by the laws of New Zealand. The Employer and Trainee agree to submit to the exclusive jurisdiction of the courts of New
- 7.8 Any funding support Skills provides under this Training Agreement is dependent on Skills receiving Tertiary Education Commission funding.
- 7.9 Skills will not be liable for any loss arising from the actions or inactions of the Trainee which may result in, or cause, any third-party property damage or third-party bodily injury.

8. Withdrawals

8.1 Applications for withdrawals from a Programme must be made in writing to Skills, at PO Box 24469, Royal Oak, Freepost 5164, Auckland 1345, or email 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'.





Qualification/Programme Schedule & Payment Details **REAL ESTATE**

This Qualification/Programme Schedule and Payment Details Schedule relates to the Training Agreement entered into between the employer and trainee set out below.

Company name	
Learner's full name	
Start date	
Assessor (if required)	

A. Real Estate Qualification/Programme

Select a Qualification/Programme by ticking the appropriate box $|\checkmark\>$

1. Salesperson

Selection	Qualification/Programme	Duration	Programme Number	Price (incl GST)
	New Zealand Certificate in Real Estate (Salesperson) (Level 4) An employment agreement or contract of engagement with a licensed real estate company needs to be attached for this qualification only.	6 months	08713V1-IT-306-P2	\$1,095.00

2. Property Management

Selection	Qualification/Programme	Duration	Programme Number	Price (incl GST)
	New Zealand Certificate in Residential Property Management (Level 4)	12 months	07787V1-IN-306	\$994.75

3. Agent

Selection	Qualification/Programme	Duration	Programme Number	Price (incl GST)
	National Diploma in Real Estate (Agent) (Level5)	30 months	03069V2-IN-306	\$2,990.00
	National Diploma in Real Estate (Agent) (Level 5) Supplementary Credit Programme You must have achieved the National Certificate in Real Estate (Branch Manager) (Level 5) to enrol in this programme.	12 months	09389V1-IT-306	\$1,200.00

Please note that trainees will be withdrawn if over duration.

4. Recognised Property Degrees or Trans-Tasman Mutual Recognition (New South Wales licensees only)

If the Real Estate Authority (REA) has advised you that you require assessment against unit standard 23137 (Demonstrate knowledge of the sale and purchase agreement and facilitate a sale of real estate) in order to meet real estate licensing requirements with your recognised property degree, then you will need to complete a face-to-face assessment with Skills. When you have completed assessment against this unit standard, Skills will send you a letter which you can provide to REA as part of your application for a real estate licence. Please provide Skills with written confirmation from REA that this assessment is required for your real estate licenceapplication.

Selection	Qualification/Programme	Written confirmation from REA attached	Price (incl. GST)
	Unit standard 23137		\$345.00

5. Single Units	5.	Sin	gle	Un	its
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3 1 2 2				
Selection	List unit numbers	Price/unit (incl GST)		
		\$345.00		



B. Payment Details						
Select whether the prog	ramme is paid for by the trainee oremployer:					
Trainee Employ		er is making payment)				
Name of person/compa	ny makingpayment					
Billing address (if not pr	reviously given)					
Email (for invoice/receip	ot)					
Method of payment	t (tick one)					
i. Credit card (avai	lable for the majority of programmes)					
☐ Credit card	Go to http://www.skills.org.nz/payment/_and follow	the onscreen process to m	ake a secure online payment by creditcard.			
Auth code		Name on card				
		Date paid (dd/mm/yyyy)				
On completion you will be	emailed a receipt, enter the receipt details above or	your application will be dela	yed.			
ii. Internet banking						
☐ Internet Banking	Please complete the Particulars/Code/Reference fie	lds and Date paid as below	or your application may be delayed.			
Account name	The Skills Organisation	Account number	12-3107-0037798-00			
Particulars	Real Estate	Code	First name of trainee			
Date paid (dd/mm/yyyy)		Reference	Surname of trainee			
C. Checklist						
Please include: Training Agreement (signed by you and your employer) Proof of identity documentation Contract of engagement or employment contract (for the Salesperson qualification only) Full payment details Important note: Please note that enrolling in the New Zealand Certificate in Real Estate (Salesperson) (Level 4) programme allows you to work towards achieving the qualification you require to apply for a Salesperson's licence. However, if you are not actively licensed as a salesperson, you cannot promote yourself as a salesperson or act in any way to carry out real estate agency work prior to being licensed as a salesperson; as defined in the Real Estate Agents Act 2008. Please note that if you have a criminal conviction, REA may decline your application for a real estate licence.						
Signed for and on b	ehalf of the EMPLOYER	Signed by the Trainee name	RAINEE			
Signature		Trainee signature				



Date

Date



National Diploma in Real Estate (Agent) Level 5

Version 1,170 Credits

Qualification Summary

Requirements: Complete all Compulsory unit standards [comprising 138 Credits] and one standard from each of - Business, Residential and Rural elective sets and the balance of credits to be completed from the Agent Elective set.

Compulsory Units			
Unit No.	Unit Standard Title	Level	Credit
4693	Develop new business plans for real estate firms	6	8
4694	Outline plans for real estate projects	4	3
4695	Implement the marketing function in real estate firms	5	5
4696	Manage the staffing function in real estate firms	5	5
4697	Facilitate performance of employees and contractors in real estate firms	5	5
4698	Demonstrate knowledge of team management and team building methods appropriate for real estate firms	5	4
4699	Demonstrate knowledge of financial transactions and financial statements for real estate firms	4	4
4700	Manage trust accounts in real estate firms	5	4
4702	Implement internal controls and conduct internal checks and audits in real estate firms	5	3
4703	Manage the preparation of real estate contracts	5	4
4704	Facilitate the discharge of real estate contracts	5	3
4705	Manage real estate contracts of agency	5	3
5146	Demonstrate knowledge of directing real estate entities under the Companies Act 1993	5	5
23132	Identify, evaluate, and manage risk in a real estate context	6	6
4707	Explain leasing, legal, and financial matters to clients and prospective customers	5	4
4714	Provide clients and prospective customers with advice on resource management issues	6	8
26153	Develop a policies and practice manual to support real estate best practice	5	10
22306	Demonstrate knowledge of lawful structure for real estate business entities	5	4

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	Total Compulso	ory Credits	138
	relating to rural property		
23152	Prepare sale and purchase agreements for complex situations	4	4
	relating to residential property		
23150	Prepare sale and purchase agreements for complex situations	4	4
	relating to sale of franchise operations		
23146	Prepare Agreement for Sale and Purchase of a Business	4	4
	and industrial sites and qualify clients		
4674	Prepare agency agreements and appraisals of commercial	4	6
	supervising and managing a real estate business		
26154	Demonstrate knowledge of requirements for properly	5	4
26152	Explain the principles of ethics applying to real estate practice	5	4
	conduct under the Real Estate Act 2008		
26149	Demonstrate knowledge of licensing and code of professional	4	4
	estate licensees		
23141	Demonstrate understanding of legal matters affecting real	5	4
	needed to act as a real estate salesperson		
23138	Demonstrate knowledge of council zoning and building law	3	3
	and misrepresentation		
23136	Demonstrate knowledge of misleading and deceiving conduct	4	4
	agency		
23135	Demonstrate knowledge of the law of contract and the law of	4	5
	ownership, and titles		
23134	Demonstrate knowledge of land ownership, transfer of	5	4

Business Appraisal Elective

Requirements: Complete a minimum of 1 standard

Unit No.	Unit Standard Title	Level	Credit
23144	Appraise and complete agency agreements for larger sized businesses	4	6
26151	Appraise, complete and explain agency agreements for smaller and medium sized businesses	4	9

Residential Appraisal Elective

Requirements: Complete a minimum of 1 standard

Unit No.	Unit Standard Title	Level	Credit
4669	Demonstrate knowledge of appraisal and complete investment analyses of residential properties	4	5
4713	Prepare appraisals of multi-unit residential properties	4	4



23151	Demonstrate an understanding of the sub-division process	5	5
	and appraise vacant residential land		

Rural Appraisal Elective

Requirements: Complete a minimum of 1 standard

Unit No.	Unit Standard Title	Level	Credit
15501	Prepare appraisals of lifestyle properties	4	4
23153	Prepare appraisals of horticultural and specialised unit properties	4	5
23154	Prepare appraisals of pastoral and arable properties	4	5

Agent Elective

Th	ne balance of credits to achieve a minimum of 170 credits, may come f	rom the foll	owing
Unit No.	Unit Standard Title	Level	Credit
4683	Complete contracts and obtain authorities to manage commercial and industrial properties	5	4
4684	Prepare management plans for commercial and industrial properties	5	6
4685	Attract and qualify tenants for commercial and industrial properties and prepare lease agreements	5	7
4686	Manage tenants and leases for commercial properties	5	5
4687	Manage commercial properties	5	5
4688	Report on the performance of commercial properties	6	5
22303	Apply entrepreneurship and innovation in a property investment context	6	6
22305	Apply entrepreneurship and innovation to managing a rental roll	6	6
22308	Manage tenanted apartments for a body corporate on an ongoing basis	4	5
22309	Prepare and conduct a body corporate meeting	5	3
4669	Demonstrate knowledge of appraisal and complete investment analyses of residential properties	4	5
4713	Prepare appraisals of multi-unit residential properties	4	4
15501	Prepare appraisals of lifestyle properties	4	4
23144	Appraise and complete agency agreements for larger sized businesses	4	6
23151	Demonstrate an understanding of the sub-division process and appraise vacant residential land	5	5

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23153	Prepare appraisals of horticultural and specialised unit properties	4	5
23154	Prepare appraisals of pastoral and arable properties	4	5
26151	Appraise, complete and explain agency agreements for smaller and medium sized businesses	4	9