

## A. Employer information (Complete all fields)

Company name		
Trading as (if applicable)		
Postal address		
Street address	Suburb	City/Town
Main contact name	Main contact ph DDI	
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)

Gender	Male	Female	Gender diverse
Date of birth (dd/mm/yyyy)	NZQA or National Student Number (NSN) (if known)		
If under 16 at the time of signing supply a MOE Exemption number			
Street address			
Suburb	City/Town	Postcode	
Work phone	Home phone		
Mobile	Email		
Please tick if you are:	Employee	Self-Employed	Volunteer
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	Dutch	Japanese	South Slav	Other Pacific Nation
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	NCEA Level 2 or 6th Form Certificate	Overseas qualification (includes International Baccalaureate & Cambridge Exams)
14 or more credits at any level	NCEA Level 3 or Bursary or Scholarship	Other
NCEA Level 1 or School Certificate	University Entrance	

ii) **Highest tertiary qualification achieved** (tick one)

What was the first year you enrolled in tertiary education?

No Qualification	Bachelor Degree	Postgraduate Diploma/Certificate, Bachelor Honours
Certificate. If yes, which level?	Masters Degree	
Diploma. If yes, which level?		Doctorate Degree

**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. Proof of Residency**

Please select one

NZ Citizen  NZ Permanent Resident  Australian Citizen  Overseas\*

If you have selected Overseas\* - please provide a copy your work visa. The work visa should cover the duration of the programme that you are enrolling in. The work visa should be verified as per the note below.

**6. Trainee proof of identity**

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 **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 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

### 1. Object

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. Term

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.
- d. Make sure that any on-job assessment is carried out by a Skills registered assessor.
- e. 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.
- f. Notify the appropriate licensing authority, where required, when the Trainee's supervisor changes.
- g. Pay the required fees to Skills by the due date, Fees are detailed in the relevant Qualification Programme Schedule (QPS) which can be accessed at [www.skillsconsultinggroup.com](http://www.skillsconsultinggroup.com) for Trainees and Employers to complete.
- h. 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.
- i. Ensure that no other government funding or subsidies are received in relation to the Programme.
- j. Read and understand Skills's appeals process, reassessment charges, withdrawals and refunds policy as set out below.
- k. Have and implemented, a fit-for-purpose health and safety management system which includes:
  - l. 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.
  - n. 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.
  - p. Making sure the Trainee can follow reasonable instructions from a training provider and/or assessor.
  - q. Making sure the Trainee understands any specific safety requirements as set by the training provider during training and assessment, and
  - r. 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. 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.
- d. Keep a record of the training and assessment results in good order for at least a year.
- e. Not apply for, or receive, any government funding or subsidy in relation to the TA.
- f. Provide all necessary documentation to Skills confirming their eligibility to undertake the Programme.
- g. 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 unpaid fees.
- h. 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.
- i. 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.
- j. Follow any specific safety related instructions from Skills' Training Providers and Assessors during training and assessment.
- k. Take reasonable care of their own health and safety.
- l. 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. Skills

5.1 Skills will:

- a. Support the trainee and the employer via 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.
- e. As far as reasonably practicable, consult and coordinate training and assessment activities and co-operate with its Providers, Assessors, Employers and Trainees, so all can meet their joint health and safety responsibilities under this TA and the Health & Safety at Work Act (2015) ('Act').
- f. Provide relevant guidance and information to Providers, Assessors, Employers and Trainees, on health and safety matters when arranging training and assessment under this TA.
- g. Regularly monitor its contractors' activities to ensure all providers and assessors fulfil their responsibilities under the Act, and in particular:
- h. 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.
- i. Make sure trainees can understand and follow reasonable instructions from a training provider and/or assessor.
- j. Make sure trainees understand any specific safety requirements as set by the training provider and assessor during training and assessment before and during training and assessment.
- k. Make sure trainees wear required personal protective (PPE) during training and assessment to complete the tasks safely.

### 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
- b. Skills becomes aware that the Employer or the Trainee is unable to fulfil their training responsibilities under the Programme, or
- c. 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](http://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](mailto: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 Zealand.

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](mailto: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'.

## 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

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

### **Business Appraisal Elective**

Requirements: Complete a minimum of 1 standard

<b>Unit No.</b>	<b>Unit Standard Title</b>	<b>Level</b>	<b>Credit</b>
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

<b>Unit No.</b>	<b>Unit Standard Title</b>	<b>Level</b>	<b>Credit</b>
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 and appraise vacant residential land	5	5
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### 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

The balance of credits to achieve a minimum of 170 credits, may come from the following			
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



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