

Welcome to Harcourts – and the start of your successful career with Australasia's most progressive Real Estate Company.

Please note: The Harcourts Academy offer the National Certificate in Real Estate to those who are completing all 11 units. Those that are required to complete make up papers need to go through The Skills Organisation directly.

You have been provided with a pre-course pack which contains:

Programme brochure	The Skills Organisation Training Agreement
Programme structure and unit overview	The Skills Organisation Training Programme Enrolment
Training room location	Withdrawals and Refund Form
Agreement for Provision of Administrative Services	Online learning username and password

If any of the above content is missing please contact your Business Owner or Manager.

Note: **You have 8 months to complete the course.**

**Your programme starts now!**

### Step 1.

Complete the enrolment process by completing and submitting the full enrolment forms provided in your pre-course pack to the Academy Administrator at the Auckland Regional Office.

Enrolments will not be processed until ALL forms are completed, the correct verified identification is enclosed and the administrative services contract is filled out (please do not enclose an employment agreement, use the contract supplied).

**Please note: You will not receive access to your assessments until all enrolment documents are completed correctly and submitted to the Academy Administrator.**

### Step 2.

- Go on to <http://www.academyrealestatetraining.com/academy/course/view.php?id=56> and log onto the system with the username and password given to you by the Academy Administrator.

Note: This site is separate to the Harcourts One site, but you will still need access to it in order to complete the later assessments.

- Read the "Trainee Handbook" thoroughly which is located on the front page.
- A list of all your 11 study units will appear below the handbook. You are able to complete them in any order, but leave 23137 till the end as this is a face-to-face assessment. Please post the assessments as you complete them rather than all in one lot.
- Each assessment contains a number of steps:
  - Step 1** – All the resources you will need to complete the unit
  - Step 2** – The Assessment Activity which you download, complete and submit – this is what gets marked
  - Step 3** – Assessment completion – tick the box once you have completed an assessment to track your progress
- Once you have completed an online learning unit, please print it and sign the trainee declaration section on the front page. Your Manager/Business owner will also need to sign their declaration section. Once all signatures are obtained, please send the assessment to:

The Academy  
Harcourts Auckland Regional Office  
PO Box 99549  
Newmarket, Auckland 1023

or

The Academy  
Harcourts Auckland Regional Office  
Level 1, 7-9  
New Market, Auckland 1023

Or via the DX system in your office, which is an overnight service. **DX: CX 10299**

- You will receive your assessment activity result via email or phone from The Skills Organisation assessor. Assessments will not be returned to you so it is **very important that you save a copy of your assessment** and any other material you send in, should any changes need to be made to it.

**Step 3.**

Attend your classroom assessment day for 23137. The venue of your classroom training is:  
Harcourts Christchurch Regional Office, 12 Hazeldean Road, Addington, Christchurch.  
Phone: +64 3 348 8784

Your Academy Trainer is **Kyle Sutherland**

For the classroom training, attire should be kept within the corporate standards expected of Harcourts personnel.

**Step 4.**

Attend the Academy Sales Programme.

Four days of facilitated classroom training with one of our highly skilled Academy trainers. Then together with your Business Owner or Office Manager complete a series of tasks and projects out in the field over a period of 45 days. Return to the Academy training room for two more days of advanced skills training and the opportunity to meet up with your old classmates to share experiences.

The Academy Sales Programme provides extensive training and resources to ensure your ongoing success. It is informative, fun and interactive, incorporating accelerated learning techniques whereby a variety of learning styles encourage long term learning retention.

Classroom training can be very intensive with some home reading, so we recommend that you keep other engagements to a minimum during the programme.

**Total Cost for New Salesperson Training.**

- National Certificate in Real Estate (Salesperson) - **\$1095** incl GST – payable on enrolment
  - Please note, we are not affiliated with Studylink so full payment for the course is required prior to enrolment.
- REAA Licence – **\$1132** incl GST – payable when applying for licence
- Academy Sales Programme - **\$705** incl GST – payable upon completion of National Certificate

**Total = \$2932**

If at any time in the future I, or any member of the Academy team, can assist you in any way, please call – we are here to support you.

Kind regards,



**Irene Green**  
Head of the Academy  
Harcourts International

## SALES CERTIFICATE CHECKLIST

Utilise this checklist throughout the programme. It is your responsibility to ensure that all programme requirements are met.

Complete enrolment process	
<input type="checkbox"/>	Complete the Harcourts Enrolment Payment Form
<input type="checkbox"/>	Complete and sign The Skills Organisation Programme Enrolment
<input type="checkbox"/>	Complete and sign The Skills Organisation Training Agreement
<input type="checkbox"/>	Complete the Withdrawal/Refund Form
<input type="checkbox"/>	Complete and sign the Agreement for Provision of Administrative Assistant Services
<input type="checkbox"/>	Verified copy of Proof of Identification (certified by a Justice of the Peace/Solicitor/Police Officer). If you are not using a New Zealand passport, please also include a verified Proof of Residency. Please note that Licences will not be accepted.
<input type="checkbox"/>	Ensure that pages <b>4 - 15 + proof of I.D.</b> are complete then post the documents to: The Academy Harcourts Auckland Regional Office PO Box 99549 Epsom, Auckland 1023 Attn: Academy Administrator
Complete and submit online learning	
<input type="checkbox"/>	Ask your Office Administrator or Business Owner to issue you with a Harcourts Online username and password if you do not already have one.
<input type="checkbox"/>	Go on to <a href="http://www.academyrealestatetraining.com/academy/course/view.php?id=56">http://www.academyrealestatetraining.com/academy/course/view.php?id=56</a> and log onto the system with the username and password given to you by the Academy Administrator.
<input type="checkbox"/>	Complete all of the online learning for the following units: 15500: <i>Establish a presence in the real estate market</i> 23134: <i>Demonstrate knowledge of land ownership, transfer of ownership, and titles</i> 23135: <i>Demonstrate knowledge of the law of contract and the law of agency</i> 23136: <i>Demonstrate knowledge of misleading and deceiving conduct and misrepresentation</i> 23137: <i>Demonstrate knowledge of the sale and purchase agreement and facilitate sale of real estate</i> 23138: <i>Demonstrate knowledge of council zoning and building law needed to act as a real estate salesperson</i> 23140: <i>Develop marketing plans for real estate, qualify customers, and present properties for sale</i> 23141: <i>Demonstrate understanding of legal matters affecting real estate licensees</i> 26148: <i>Demonstrate knowledge and use of inspection, appraisal and agency agreement for real estate property</i> 26149: <i>Demonstrate knowledge of licensing and code of professional conduct under the Real Estate Act 2008</i> 26150: <i>Demonstrate knowledge of methods for sale of real estate in New Zealand</i> (For assistance with e-cademy online learning please contact: <a href="mailto:academy.nz@harcourts.net">academy.nz@harcourts.net</a> )
<input type="checkbox"/>	Print, sign and submit your completed written assessments to: The Academy Harcourts Auckland Regional Office PO Box 99549 Epsom, Auckland 1023 Attn: The Academy Administrator
Attend Academy classroom	
<input type="checkbox"/>	Attend the classroom assessment day, facilitated by your Academy Trainer
<input type="checkbox"/>	Attend the first 4 days comprehensive in-class real estate training, facilitated by your Academy Trainer
<input type="checkbox"/>	Complete 45 days in the field project work with the assistance of your office manager or business owner
<input type="checkbox"/>	Attend the final 2 days comprehensive in-class real estate training, facilitated by your Academy Trainer



## The Skills Organisations Withdrawal/Refund Policy Form

When you, the trainee sign The Skills Organisation Training Programme Enrolment form you acknowledge in relation to withdrawals and refunds under Trainee Obligations that “The Trainee agrees to undertake all training and assessments required to complete the Training Programme. Specifically, the Trainee agrees:

- “That s/he has read the assessment appeals process, reassessment charges, and withdrawals and refunds in the Terms and Conditions at [www.skills.org.nz](http://www.skills.org.nz)” (see below).

**Withdrawals and refunds - as per the T&C's on The Skills Organisation website**

<http://skills.org.nz/assets/ETITO/Real%20Estate/Real%20Estate%20Terms%20and%20Conditions.pdf>.

Applications for withdrawal must be in writing. The date of withdrawal is the date when your written withdrawal is received by The Skills Organisation.

You will be eligible for a refund of fees providing your written application with returned material is received within the specified timeframe set out in the table below, and

- no work has been received by The Skills Organisation
- no workshop has been attended (where applicable)

To receive a full refund less administration fees, you need to meet the criteria in the table below.

Date of withdrawal received	Refund of fees paid	Admin fee	Effect of record of learning
Within 14 days of the date The Skills Organisation posted the training materials to the trainee	100% of refundable fees	\$100	There will be no record of your enrolment on your record of learning
After 14 days of the date The Skills Organisation posted the training materials to the trainee	No refund	Nil	Your record of learning will state 'Withdrawn'

Withdrawal for special circumstances will be considered.

If you choose to leave employment and discontinue your training with The Harcourts Academy you will also forfeit your learning with The Skills Organisation. If you wish to continue training outside of The Harcourts Academy you will need to re-enrol with The Skills Organisation, provide your new employment agreement and pay accordingly.

**Please sign this form to acknowledge that you have read the above information and return it to us with your enrolment and payment forms. We will be unable to process your enrolment without this form.**

**Name:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

## Training Programme Enrolment: National Certificate in Real Estate (Salesperson) (Level 4)

**COURSE DURATION 3-8 MONTHS**

**This enrolment forms part of The Skills Organisation Training Agreement signed between Employer/Agent, Trainee and The Skills Organisation. The registration of this enrolment cannot be processed unless you complete all sections.**

### Training Agreement information

Franchise name:

Contact person:

Contact email:

Contact phone:

RTW number: 22367

Trainee full name:

NZQA number (if known):

### On-job training

Preferred training provider/employer name:

Harcourts Group

### Training Programme process

**The Skills Organisation, in conjunction with Harcourts Group, offers the National Certificate in Real Estate (Salesperson).**

Please read the following process outline:

1. Trainee to confirm future employment contract with Harcourts Group (contract commences at completion of programme).
2. Trainee to enrol for the qualification with The Skills Organisation and pay fees applicable (\$1095 including GST)
3. The Skills Organisation to notify Trainee and Employer when Trainee has been registered.
4. Harcourts Group in-house marker receives and marks papers as completed.
5. On completion of all assignments (minimum timeframe of three months), Harcourts Group / The Skills Organisation will arrange a final face-to-face interview to confirm adequate knowledge base and completion of the National Certificate. If the interview is satisfactory, the Trainee will have completed the qualification.
6. The Skills Organisation will process successful results and issue the Trainee their National Certificate.
7. Apply for license: on completion of the National Certificate in Real Estate (Salesperson) the Trainee can apply to the REAA to obtain a real estate licence. This is a separate license application and is at the cost of the applicant. Go to [www.reaa.govt.nz](http://www.reaa.govt.nz).
8. On approval of the real estate license, the Trainee can commence a full-time career in real estate subject to the Act's provisions.

### Payment

Please refer to Harcourts payment form

**<sup>1</sup>Important for applicants enrolling in the National Certificate in Real Estate (Salesperson) qualification:**

Enrolling in the National Certificate in Real Estate (Salesperson) qualification allows you to train towards the prescribed qualification that a person must hold before s/he can apply for a salesperson's licence. If you are not currently licensed as a salesperson, you cannot hold yourself out to be a salesperson or act in any way to carry out real estate agency work prior to being licensed as a salesperson. You must attach a copy of your employment agreement or contract of engagement with a licensed real estate company. Please initial the following declaration:

I acknowledge that I cannot carry out any real estate agency work, nor can I hold myself out to be a salesperson while training to gain my salesperson's licence. Duties of real estate agency work are defined in the Real Estate Agents Act 2008.

**Declaration**

I acknowledge that to access on-job training I must be employed or engaged in a real estate office.

- ☐ I have an active real estate licence registered with the Real Estate Agents Authority **OR**
- ☐ I have attached a copy of my employment/engagement agreement with a licensed real estate company.
- ☐ I acknowledge that I have read and understood \*The Skills Organisation Withdrawal/Refund Policy Form.

**Authorisation**

**Signed by the Trainee:**

I can confirm that I have legal right to work and study in New Zealand for the duration of this Training Programme and I have read, understood and agreed to the Terms and Conditions of this Agreement. Enrolment into this programme also activates my subscription to The Skills Organisation e-newsletter, I agree to The Skills Organisation sending the e-newsletter to my contact email address. I may choose to unsubscribe from the e-newsletter by contacting The Skills Organisation at any time.

Signature:

Date:

**Signed for and on behalf of the Harcourts Employer/Agent:**

I can confirm that the employment contract/self-employed contract of service in place for this Trainee is for the duration of this Training Programme and I have read, understood, and agreed to the Terms and Conditions of this Agreement.

Full name:

Title:

Signature:

Date:

**Signed for and on behalf of The Skills Organisation: (Office Use Only)**

Full name:

Title:

Signature:

Date:

**Please complete all sections and return to:**

**Harcourts Auckland Regional**

**PO Box 99549, Newmarket, Auckland 1149 or**

**Level 2, 7-9 Alpers Avenue, Auckland 1023**

**Attn: National Certificate**

**Phone: 0800 804 805**

## Terms and Conditions of the Agreement

### General

- In addition to the obligations contained in this Agreement, the parties agree to comply with the Industry Training Act 1992 and with any other reasonable requirements of The Skills Organisation.
- The objective of this Agreement is to enable the Trainee to participate in the structured training programme for which the Trainee can achieve unit standards leading to a prescribed Limited Credit Programme, National Certificate, National Diploma, New Zealand Certificate, New Zealand Diploma or Supplementary Credit Programme qualification.
- No other government funding or subsidies should be received in relation to the Training Programme that this agreement relates to.
- Tertiary Education Commission (TEC) funding for industry training is currently limited to a maximum of 70 credits per annum per Trainee (across all Training Programme enrolments).
- Where a Trainee enrolls with another Industry Training Organisation (ITO) at any time during the course of this Training Programme, The Skills Organisation reserves the right to adjust services/subsidies and programme fees to accommodate the reduction in government funding for this Training Programme enrolment.
- The Employer/Agent and Trainee understand that this Training Programme enrolment is subject to The Skills Organisation's approval and this will be granted at the sole discretion of The Skills Organisation. The Training Programme enrolment will not take effect until approval is given by The Skills Organisation and the enrolment is registered in The Skills Organisation system. The start date of the Agreement will be the date of The Skills Organisation's signature to the enrolment.

### Employer/Agent obligations

- This Training Programme enrolment forms part of the Training Agreement signed between the Employer/Agent, the Trainee, and The Skills Organisation.
- The Employer/Agent has verified that the Trainee is eligible to work in New Zealand and the term of the contract of employment of which this Training Programme enrolment forms part of shall be no less than the duration required to complete the Training Programme.
- The Employer/Agent shall ensure that the Trainee is supervised during training.
- The Employer/Agent shall ensure that any on-job assessment is carried out by The Skills Organisation-registered workplace assessor.
- The Employer/Agent shall agree to facilitate the Trainee's participation in all learning needs assessment and training required for this Training Programme including releasing the Trainee to attend off-job training courses, and learning support to meet identified literacy, language or numeracy skills gaps (where required).
- The Employer/Agent must notify The Skills Organisation immediately where a Trainee enrolls with any other ITO at any time during the course of this Training Programme.
- The Employer/Agent must notify The Skills Organisation of the termination of this Training Programme enrolment within five business days (refer to the Termination section).
- The Employer/Agent must notify The Skills Organisation if the Trainee's immigration status changes, employment ceases, or if the business is sold as soon as is practical and no more than three weeks after the event. The Skills Organisation reserves the rights to claim prorated subsidies from the Employer/Agent if this condition is not met.
- The Employer/Agent has verified that they have read the assessment appeals process, reassessment charges, and withdrawals and refunds in the Terms and Conditions at [realito.co.nz](http://realito.co.nz).
- The Employer/Agent has verified that if the Trainee is not a licensed salesperson, branch manager, or agent, the Trainee must not carry out real estate agency work or hold themselves out to be a salesperson.

### Trainee obligations

The Trainee agrees to undertake all training and assessments required to complete the Training Programme. Specifically, the Trainee agrees:

- to achieve the minimum specified credits per annum towards the completion of the Training Programme.
- not to exceed the specified length as set out in the Training Programme.
- to keep an up-to-date training record book in good order at the place of employment.
- to advise The Skills Organisation if his/her immigration status changes, employment ceases, or the business is sold.
- to notify The Skills Organisation immediately if they enrol with any other ITO at any time during the course of this Training Programme.
- that s/he has read the assessment appeals process, reassessment charges, and withdrawals and refunds in the Terms and Conditions at [realito.co.nz](http://realito.co.nz).
- that if s/he is not a licensed salesperson, branch manager, or agent, that s/he must not carry out real estate agency work or hold themselves out to be a salesperson.
- to enclose a copy of an employment or engagement agreement with a licensed real estate company.



## The Skills Organisation Obligations

The Skills Organisation will:

- access government funding that may be used to provide services or subsidies to support the Trainee to complete his/her Training Programme.
- maintain a record of learning for the Trainee
- process any assessment results sent directly to it and forward these results to NZQA
- make available workplace assessment tools/material where agreed
- be available to assist and advise the Employer/Agent and Trainee on matters relating to the Training Programme enrolment.
- communicate any relevant changes to the requirements of the Training Programme that result from reviews of unit standards or qualifications
- communicate skills assessment results to the Trainee
- be available to assist and advise the Trainee should they need learning support to strengthen skills in identified areas.
- Issue the Trainee with the relevant National Certificate, Diploma, New Zealand Certificate of Diploma, or Certificate of Completion once all the requirements of the Training Programme are completed

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### Completion

- The Training Programme enrolment will cease if the Trainee completes the training requirements for this Training Programme

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### Termination

This Training Programme enrolment will be terminated if:

- the Employer/Agent notifies The Skills Organisation that the Trainee's employment has been terminated or the Trainee has resigned (refer to the Employer/Agent obligations section).
- The Skills Organisation or the Employer/Agent become aware that the Employer/Agent or Trainee is unable to fulfil their training responsibilities related to the Training Programme enrolment.
- the Trainee is not achieving in accordance with the profile expectations for the Training Programme.
- the Trainee twice declines or fails to enrol as directed by The Skills Organisation for their off-job training course (if required).
- fraudulent assessment results are submitted to The Skills Organisation.
- good faith has been disregarded or intentions are not upheld satisfactorily by either the Employer/Agent or the Trainee.
- fees payable to The Skills Organisation for this or other Training Programme enrolments involving the Employer/Agent or Trainee are not paid in accordance with The Skills Organisation's terms of business as stated on the invoice(s).

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### Privacy

- The Employer/Agent and the Trainee authorise The Skills Organisation and their agents to collect and hold information relevant to this Training Programme enrolment and to distribute such information as is necessary to facilitate the management of the training (providing it is done in accordance with the Privacy Act 1993) to New Zealand Qualifications Authority, Tertiary Education Commission, regulatory bodies (if required), training providers (if required), modern apprentice coordinators (if required), and the parties to this Agreement.

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### Payment of fees and collection

- The Trainee is responsible to pay The Skills Organisation for the Training Programme enrolment fees (and any other fees) as set out in this Agreement.
- Payments are due by the 20<sup>th</sup> of the month following invoice date.
- If an invoice remains unpaid 30 days after the due date, The Skills Organisation reserves the right to recover any collection fees from the Trainee. Full details of The Skills Organisation collection policy are available at [www.skills.org.nz](http://www.skills.org.nz)
- If fees are not paid, The Skills Organisation also reserves the right to refuse supply of further services until the fees are paid or to terminate any Training Agreements that the Trainee is a party to with The Skills Organisation.

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### Signatures

- Signatures are required from the Employer/Agent, the Trainee, and The Skills Organisation as an acceptance of the Training Programme enrolment.
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# Training Agreement and Training Programme

## Real Estate

### Company information

Company name:

Company contact:

Contact phone:

Contact email:

Contact mobile:

Company postal address:

Street address:

Company phone:

Parent Company:

### Trainee proof of employment

☐ I have attached a copy of my employment agreement or contract of engagement with a licensed real estate company.

### Trainee personal information

**Please print your full legal name as it appears on your birth certificate or passport**

First Name:

Middle Name:

Surname:

Preferred name:

Preferred contact number:

*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, if available.*

Previous name(s):

Date of birth: (dd/mm/yyyy)

*If you are under the age of 16 at the time of signing this training agreement, please attach copy of MOE exemption issued under Section 21 of the Education Act 1989*

Gender: ☐ Male ☐ Female

NZQA number (if known):

Skills ID (if known):

Street address:

Suburb:

City/Town:

Postcode:

Work phone:

Home phone:

Mobile phone:

Email:

### Ethnicity: Tick the ethnic groups that you belong to (for statistical purposes)

- |  |                                     |   |   |
|--|-------------------------------------|---|---|
| <input type="checkbox"/> NZ European       | <input type="checkbox"/> NZ Maori * | <input type="checkbox"/> Korean         | <input type="checkbox"/> Tokelauan                  |
| <input type="checkbox"/> African           | <input type="checkbox"/> Fijian     | <input type="checkbox"/> Latin American | <input type="checkbox"/> Tongan                     |
| <input type="checkbox"/> Australian        | <input type="checkbox"/> Filipino   | <input type="checkbox"/> Middle Eastern | <input type="checkbox"/> Vietnamese                 |
| <input type="checkbox"/> British/Irish     | <input type="checkbox"/> German     | <input type="checkbox"/> Niuean         | <input type="checkbox"/> Other Asian                |
| <input type="checkbox"/> Cambodian         | <input type="checkbox"/> Greek      | <input type="checkbox"/> Polish         | <input type="checkbox"/> Other European             |
| <input type="checkbox"/> Chinese           | <input type="checkbox"/> Indian     | <input type="checkbox"/> Samoan         | <input type="checkbox"/> Other Pacific Island Group |
| <input type="checkbox"/> Cook Island Maori | <input type="checkbox"/> Italian    | <input type="checkbox"/> South Slav     | <input type="checkbox"/> Other Southeast Asian      |
| <input type="checkbox"/> Dutch             | <input type="checkbox"/> Japanese   | <input type="checkbox"/> Sri Lankan     | <input type="checkbox"/> Other                      |

\*Iwi: If you selected NZ Maori above, please state the name of your iwi:

☐ I don't know ☐ I don't identify with an iwi ☐ I identify with multiple iwi

### Trainee education

Last secondary school attended in NZ:

*OR – if you did not attend secondary school in NZ then please state the overseas country where you did:*

Overseas country:

Last year at secondary school:

Highest secondary school qualification achieved (tick one)

- |   |  |
|---|--|
| <input type="checkbox"/> 14 or more credits at any level        | <input type="checkbox"/> Overseas qualification (includes International Baccalaureate & Cambridge Exams) |
| <input type="checkbox"/> NCEA Level 1 or School Certificate     | <input type="checkbox"/> University Entrance   |
| <input type="checkbox"/> NCEA Level 2 or 6th Form Certificate   | <input type="checkbox"/> No formal secondary school qualification  |
| <input type="checkbox"/> NCEA Level 3 or Bursary or Scholarship | <input type="checkbox"/> Other   |

Highest tertiary qualification achieved (tick one)

- |   |   |
|---|---|
| <input type="checkbox"/> Certificate: If yes, which level _____ | <input type="checkbox"/> Diploma: If yes, which level _____                 |
| <input type="checkbox"/> Bachelor Degree                        | <input type="checkbox"/> Postgraduate Diploma/Certificate, Bachelor Honours |
| <input type="checkbox"/> Masters Degree                         | <input type="checkbox"/> Doctorate Degree                                   |
|   | <input type="checkbox"/> No Qualification                                   |

☐ I live with a disability that may affect my ability to learn

### Prior activity

Please select your occupation/activity prior to you commencing with this employer:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Secondary school student     | <input type="checkbox"/> Wananga student             | <input type="checkbox"/> Wage or salary worker |
| <input type="checkbox"/> Polytechnic student          | <input type="checkbox"/> University student          | <input type="checkbox"/> Self-employed         |
| <input type="checkbox"/> College of Education student | <input type="checkbox"/> House-person or retired     | <input type="checkbox"/> Overseas              |
| <input type="checkbox"/> Private Training student     | <input type="checkbox"/> Non-employed or beneficiary |  |

### Trainee Identification

If you hold a NZ Passport or NZ Full Birth Certificate (does not include Certified Entry certificates), please provide:

Trainee NZ Passport Number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_  
Trainee Birth Certificate Number: \_\_\_\_\_

*You do not need to provide a copy with your Training Agreement. (Note: NZ Passports must not be expired for more than 2 years)*

For those who **do not** hold a NZ Passport or NZ Full Birth Certificate, please provide a copy of **one** of the following:

- ☐ Overseas Passport (must not be expired for more than 2 years)  
☐ NZ Citizenship Certificate ☐ Overseas Birth Certificate and Photo ID  
☐ NZ Certified Copy of Entry in the Register Book of Births ☐ Permanent Residency Visa

*Documents must be verified prior to being sent to Skills. A verified document is a photocopy signed as a true and accurate copy of the original. A faxed copy will not be accepted. This can be verified by Skills staff, Justice of the Peace, NZ Police or Skills authorised verifier.*

### Training Programme process

Please read the following process outline:

1. The trainee will confirm an employment contract with a Real Estate agency.
2. The trainee will enrol in the qualification with The Skills Organisation.
3. The trainee or their employer will pay the fee (\$952.17 plus GST/\$1095 including GST).
4. The Skills Organisation will notify the trainee when the trainee has been registered.
5. A Skills approved assessor will receive and mark the assignments as they are completed. This will include one face to face assessment.
6. The Skills Organisation will process successful results and issue the trainee their National Certificate.
7. Apply for licence: On completion of the National Certificate in Real Estate (Salesperson) qualification the trainee can apply to the REAA to obtain a real estate licence. This is a separate licence application and is at the cost of the trainee. Visit [www.reaa.govt.nz](http://www.reaa.govt.nz) for more information.
8. On approval of the real estate licence, the trainee can commence a full-time career in real estate subject to the Real Estate Agents Act 2009 provisions.

### Important note

Enrolling in the National Certificate in Real Estate (Salesperson) qualification allows you to train towards the prescribed qualification that a person must hold before s/he can apply for a salesperson's licence. If you are not actively licensed as a salesperson, you cannot hold yourself out to be a salesperson or act in any way to carry out real estate agency work prior to being licensed as a salesperson. Please initial the following declaration:

I acknowledge that I cannot carry out any real estate agency work, nor can I hold myself out to be a salesperson while training to gain my salesperson's licence. Duties of real estate agency work are defined in the Real Estate Agents Act 2008.

### Training Programme information

	Price (incl GST)	Duration
<input type="checkbox"/> National Certificate in Real Estate (Salesperson) (Level 4)	\$1095	5 months

### Authorisation

**Signed by the trainee:**

I can confirm that I have legal right to work and study in New Zealand for the duration of this Training Programme and I have read, understood and agreed to the Terms and Conditions of this Agreement. Enrolment into this programme also activates my subscription to The Skills Organisation e-newsletter, I agree to The Skills Organisation sending the e-newsletter to my contact email address. I may choose to unsubscribe from the e-newsletter by contacting The Skills Organisation at any time.

Signature: \_\_\_\_\_

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

**Signed for and on behalf of the employer:**

I can confirm that the employment contract/self-employed contract of service/voluntary agreement in place for this Trainee is for the duration of this Training Programme and I have read, understood and agreed to the Terms and Conditions of this Agreement.

Full name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Signed for and on behalf of The Skills Organisation:**

Full name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Training Agreement Terms and Conditions ( pursuant to the Industry Training Act 1992)****1. Object**

- 1.1 This training agreement ("Training Agreement") sets out the obligations of the Trainee and the Employer ("Organisation"). It forms part of the employment agreement between the Organisation and Trainee.
- 1.2 The object of this Training Agreement is to enable the Trainee to participate in the structured training programme as set out in the enrolment form attached ("Training Programme"). The Training Programme is designed to enable the Trainee to achieve unit standards leading to a prescribed Limit Credit Programme, National Certificate, National Diploma, New Zealand Certificate, New Zealand Diploma or Supplementary Credit Programme Qualification.
- 1.3 The Organisation and Trainee understand that this Training Agreement is subject to the approval and registration of the Training Agreement by The Skills Organisation Incorporated ("Skills") on the Tertiary Education Commission's ("TEC") Industry Training Register. This Training Agreement will not have effect until it is approved and registered.

**2. Term**

- 2.1 This Training Agreement will commence on the date the Training Agreement is registered by Skills or the Training Programme commences, whichever is the earlier but will not be effective until the Training Agreement is registered by Skills. The Training Agreement will end on the date the Trainee gains their relevant qualification unless terminated earlier in accordance with clause 6 of this Training Agreement ("Term").
- 2.2 The term of the employment agreement of which this Training Agreement forms part of shall be no less than the Term of this Training Agreement.

**3. The Organisation's Obligations**

- 3.1 The Organisation agrees to:
  - a. ensure that the Trainee meets all the necessary entry requirements to be a trainee under this Training Agreement
  - b. facilitate, and actively encourage, the Trainee's participation in all learning needs assessments and training required for the Training Programme including releasing the Trainee to attend off-job training courses and learning support to meet identified literacy, language or numeracy skills gaps (if and where required)
  - c. supervise the Trainee during training carried out under the Training Programme
  - d. ensure that any on-job assessment is carried out by a Skills' registered or contract workplace assessor
  - e. ensure that no other government funding or subsidies are received in relation to the Training Programme
  - f. where relevant, notify the appropriate licencing authority when the supervisor on record is no longer responsible for supervision of the Trainee
  - g. notify Skills immediately where:
    - i. the Trainee enrolls with any other industry training organisation at any time during the course or the Training Programme, or
    - ii. the Trainee's immigration status changes, or
    - iii. the Trainee's employment or volunteer/unpaid work agreement ceases, or
    - iv. the Organisation's business is sold,
  - h. read and have understood Skills' appeals process, reassessment charges, withdrawals and refunds policy as set out below,
  - i. confirm it has a fit-for-purpose health and safety management system which includes current policies and processes.

**4. The Trainee's Obligations**

- 4.1 The Trainee agrees to:
  - a. achieve the required number of credits per annum as specified in the Training Programme
  - b. not to exceed the specified length of duration as set out in the Training Programme
  - c. keep a record of training and any assessment results in good order at the Organisation
  - d. not apply for, or receive, any government funding or subsidy in relation to the Training Agreement

- e. provide all necessary documentation to Skills confirming his/her eligibility to undertake the Training Programme
- f. pay the required fees to Skills by the due date and indemnify Skills for all costs, expenses and/or losses whatsoever, (including but not limited to legal and collection costs) incurred or expended by Skills in recovering the payment of fees
- g. to undertake an initial skills assessment for reading and/or numeracy within eight weeks of signing the Training Agreement and if required to complete a post-assessment before the end of the programme
- h. where relevant, notify the appropriate licencing authority when the supervisor is no longer responsible for the supervision of the Trainee
- i. notify Skills immediately where:
  - i. s/he enrolls with any other industry training organisation at any time during the course or the Training Programme, or
  - ii. his/her immigration status changes, or
  - iii. his/her employment or volunteer/unpaid work agreement ceases.

## 5. Skills

- 5.1 The Organisation and Trainee understand that Skills will:
- a. recognise this Training Agreement provided that the Organisation and Trainee meet, and continue to meet, their respective obligations under this Training Agreement
  - b. process any assessment results sent to Skills and forward such results to the Trainee and New Zealand Qualifications Authority ("NZQA"), and
  - c. be available to advise and assist the Organisation and/or the Trainee on matters related to this Training Agreement and/or the Training Programme.

## 6. Termination

- 6.1 This Training Agreement may be terminated in accordance with the provisions of the employment or volunteer/unpaid agreement between the Trainee and the Organisation. Termination of the employment or volunteer/unpaid agreement will automatically result in termination of this Training Agreement.
- 6.2 This Training Agreement will also cease in the following circumstances:
- a. if the Trainee does not achieve in accordance with the profile expectations for the Training Programme
  - b. if Skills becomes aware that the Organisation or the Trainee is unable to fulfil their training responsibilities under the Training Programme
  - c. the Trainee twice declines or fails to enrol as directed by Skills for their off-job training course (if required) without justification acceptable to Skills in its sole discretion
  - d. fraudulent assessment results are submitted to Skills
  - e. upon non-payment of fees specified in this Training Agreement payable by the Trainee or the Organisation, or
  - f. where Skills does not receive sufficient funding to support continued training of the Trainee.

## 7. Miscellaneous

- 7.1 The Organisation and Trainee acknowledge and authorise Skills and its agents to collect, hold and release information about the Trainee and the Training Programme to NZQA, TEC, the Trainee, the Organisation, assessors, training providers, NZ apprentice co-ordinators and other organisations as appropriate for the purposes of:
- a. establishing the identity of the Trainee
  - b. registering the Trainee under the Industry Training Act 1992
  - c. administering this Training Agreement
  - d. providing the Training Programme
  - e. and supporting the Training during and after the duration of the Training Programme.
- 7.2 You may access the personal information held on your record at any time by contacting Skills. If at any time your personal information needs to be updated or corrected, please contact Skills.
- 7.3 Enrolment in the Training Programme also activates the Trainee and Organisations' subscription to the Skills' e-newsletter. If either the Trainee or Organisation wishes to unsubscribe by contacting Skills at any time or following the process set out in the e-newsletter.
- 7.4 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 Organisation at [assessorinfo@skills.org.nz](mailto: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.
- 7.5 The Training Agreement may only be varied by agreement in writing between the Organisation, the Trainee and Skills.
- 7.6 The Organisation and the Trainee agree that they may not assign or sub-contract their obligations under this Training Agreement except with the prior written consent of Skills.
- 7.7 This Training Agreement will be construed in accordance with and governed by the laws of New Zealand. The Organisation and Trainee agree to submit to the exclusive jurisdiction of the courts of New Zealand.

**Please complete all sections and return to**  
**Harcourts Auckland Regional**  
**PO Box 99549, New Market, Auckland 1149 or**  
**Level 1, 7-9 Alpers Avenue Auckland 1023**  
**Att: National Certificate**

# Agreement for Provision of Administrative Assistant Services

**BETWEEN** ..... **LIMITED** at ..... [Place]

Real Estate Agent

**“the Company”**

**AND** ..... of ..... [Place]

**“the Contractor”**

**Agreement** made this ..... day of ..... 201

**It is agreed** as follows:

1. This contract shall commence on ..... [Date] and expire on ..... [Date] unless the term is extended by a fresh agreement in writing.
2. The Contractor agrees to provide administrative assistant services (*“the Services”*) to the Company from time to time as agreed between them, depending upon demand for the Services, the availability of the Contractor to provide the Services, and various other contingencies.
3. The contract rate applicable to the Services provided under this agreement is \$ ..... per hour. If the Contractor is registered for GST and provides a GST invoice, the Company will also pay GST in addition to the contract rate.
4. The Services are to be provided at the Company’s premises, or at the Contractor’s premises, as the Contractor elects.
5. The Services are to be provided promptly, but the Contractor shall decide precisely when to work on providing those services and shall manage the Contractor’s own time.
6. The Services shall be carried out in an efficient, professional and careful way.
7. The Contractor will ensure that confidentiality of the Company’s affairs is maintained at all times.
8. If the Services are carried out at the Company’s premises, the Company will provide computer, stationery and related office equipment to enable the Services to be carried out. However if the Services are carried out at any location other than the Company’s premises, then all of the

computer, stationery and other office equipment required, shall be provided by and at the expense of the Contractor, unless the Company agrees in writing a different arrangement.

9. The Contractor shall be at liberty to provide similar services to other organisations, provided confidentiality is maintained in respect of the Company's affairs and there is no conflict of interest, and provided that if the Contractor is providing administrative assistant services to any other real estate agent, the Contractor will notify the Company with reasonable details, in writing and before providing any such services.
10. The Contractor will bill the Company promptly after the end of each month in respect of services provided in that month, and the Company will pay that invoice, together with GST (if any) and any agreed disbursements, within 15 working days of the delivery of that invoice to the Company.
11. Both the Company and the Contractor shall ensure that the Contractor under no circumstances undertakes any activity or provides any service that comes within the definition of "*real estate agency work*" in the Real Estate Agents Act 2008. Specifically and without derogating from the generality of that provision, the Contractor shall not undertake any activity that is designed to or would have the effect of bringing about "*a transaction*" as defined in the Real Estate Agents Act 2008.
12. For the avoidance of doubt it is agreed that the Contractor is to be completely independent of the Company and is not to be considered for any purposes to be an employee of the Company or a joint venturer or partner of the Company, and the Contractor shall have no ability to speak for or bind the Company unless expressly authorised by the Company in specific circumstances.

**SIGNED** on behalf of the Company by.....

.....  
Name and Position

**SIGNED** by the Contractor.....