

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 New Zealand Certificate in Real Estate to those who are completing all 13 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 structure and unit overview | The Privacy Act Form                        |
| Training room location                | The Skills Training Agreement               |
| Payment Form                          | The Skills Qualification Programme Schedule |
| Withdrawals and Refund Form           | The Skills Contract of Engagement           |

Note: You have 6 months to complete the course.

## 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 and per step 2 below;*

## Step 2.

- i. Once your enrolment is processed, Skills will send you an email with your login details to the online learning portal.

Please note: it may take up to 5 working days for this email to be sent.

- ii. The online learning portal will contain all of the study material for your 13 units. You can complete them in any order but leave 23137 until you have completed and passed Modules 1 - 3, as this is a face-to-face assessment.
- iii. Once you have completed an online assessment, this will be submitted to skills via the online learning portal.
- iv. You will receive your assessment result via the online learning portal.

## Step 3.

If you attend the classroom assessment day for 23137, the venue of your classroom training is:

Harcourts Wellington Regional Office

Level 1, 54 - 56 Cambridge Terrace

Te Aro

Wellington

Phone: 04 472 6209

Your Academy Trainer is **Barbara Ding**

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

Assessment 23137 can be done online if the Assessment Days are full, contact Skills directly to organise this with an assessor.

#### Step 4.

Attend the Academy Sales Programme.

We offer online modules, for completion prior to attending two days of facilitated classroom training with one of our highly skilled Academy trainers. Then together with your Business Owner or Office Manager there is a series of tasks and projects out in the field to complete over a period of 90 days. You will be supported with further online modules plus 30 day and 60 day sessions with your Academy trainer through this time. Then return to the Academy training room for one more day of induction 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.

- New Zealand 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 – **\$939.55** incl GST – payable when applying for licence
- Academy Sales Programme - **\$632.50** incl GST – payable upon completion of New Zealand Certificate in Real Estate (Salesperson)

**Total = \$2,667.05**

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,

**Barb Ding**

Wellington/Central Academy Trainer

Harcourts Group Ltd

Licensed REAA 2008

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 Withdrawal/Refund Form   |
| <input type="checkbox"/>            | Complete and sign the Privacy Act Form   |
| <input type="checkbox"/>            | Complete and sign The Skills Training Agreement  |
| <input type="checkbox"/>            | Complete and sign The Skills Qualification Programme Schedule  |
| <input type="checkbox"/>            | Complete and sign The Skills Contract of Engagement  |
| <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 - 13 + verified proof of I.D.</b> are complete then scan, save and email the documents to: <a href="mailto:academy.nz@harcourts.net">academy.nz@harcourts.net</a> .   |
| Complete and submit online learning |  |
| <input type="checkbox"/>            | <p><b>Module 1: Creating a Professional Presence and Methods of Selling</b></p> <p>1.1 Establish a personal professional presence in the real estate market</p> <p>1.2 Demonstrate knowledge of building styles and materials for real estate personnel</p> <p>1.3 Demonstrate knowledge of methods of sale of real estate in New Zealand</p> <p><b>Module 2: Inspection, Appraisal and Marketing a Property</b></p> <p>2.1 Demonstrate knowledge and use of inspection and appraisal for real estate property</p> <p>2.2 Develop marketing plans for real estate, qualify customers, and present properties for sale</p> <p>2.3 Demonstrate knowledge of the law of contract and the law of agency in a real estate context</p> <p><b>Module 3: Selling Real Estate</b></p> <p>3.1 Demonstrate knowledge of law relating to land titles, ownership, and transfer of land</p> <p>3.2 Explain aspects of the Unit Titles Act 2010 for real estate personnel</p> <p>3.3 Demonstrate knowledge of consumer protection law related to real estate practice</p> <p>3.4 Demonstrate knowledge of licensing and code of professional conduct under the Real Estate Act 2008</p> <p><b>Module 4: Legislation and Sale and Purchase Agreement</b></p> <p>4.1 Demonstrate understanding of legislation as applied to real estate licensees</p> <p>4.2 Demonstrate knowledge of the resource management and building law relevant to real estate licensees</p> <p>4.3 Demonstrate knowledge of the sale and purchase agreement and facilitate a sale of real estate</p> |
| <input type="checkbox"/>            | Attend the classroom or online assessment day, facilitated by your Academy Trainer or Assessor   |
| Complete Academy Sales Programme    |  |
| <input type="checkbox"/>            | Online modules   |
| <input type="checkbox"/>            | 2-days comprehensive in-class real estate training, facilitated by your Academy Trainer  |
| <input type="checkbox"/>            | 30-day and 60-day Connection   |
| <input type="checkbox"/>            | 90 days in the field project work with the assistance of your sales manager or business owner  |
| <input type="checkbox"/>            | Final 1-day comprehensive in-class real estate training, facilitated by your Academy Trainer   |

## STUDENT DETAILS

|                  |                            |                          |  |
|------------------|----------------------------|--------------------------|--|
| <b>Date:</b>     |                            | <b>Student Name:</b>     |  |
| <b>Supplier:</b> | Harcourts Group Ltd        | <b>Student Address:</b>  |  |
| <b>Contact:</b>  | Academy Administrator      | <b>Student Mobile:</b>   |  |
| <b>Email:</b>    | academy.nz@harcourts.net   | <b>Student Email:</b>    |  |
| <b>Phone:</b>    | 09 520 5569 or 09 520 7351 | <b>Harcourts Office:</b> |  |

## COURSE SELECTION

| TICK                           | COURSE   | PRICE             |
|--------------------------------|--|-------------------|
| <input type="checkbox"/>       | <b>NEW ZEALAND CERTIFICATE IN REAL ESTATE (SALESPERSON)</b><br><br><b>Module 1: Creating a Professional Presence and Methods of Selling</b><br>1.1 Establish a personal professional presence in the real estate market<br>1.2 Demonstrate knowledge of building styles and materials for real estate personnel<br>1.3 Demonstrate knowledge of methods of sale of real estate in New Zealand<br><b>Module 2: Inspection, Appraisal and Marketing a Property</b><br>2.1 Demonstrate knowledge and use of inspection and appraisal for real estate property<br>2.2 Develop marketing plans for real estate, qualify customers, and present properties for sale<br>2.3 Demonstrate knowledge of the law of contract and the law of agency in a real estate context<br><b>Module 3: Selling Real Estate</b><br>3.1 Demonstrate knowledge of law relating to land titles, ownership, and transfer of land<br>3.2 Explain aspects of the Unit Titles Act 2010 for real estate personnel<br>3.3 Demonstrate knowledge of consumer protection law related to real estate practice<br>3.4 Demonstrate knowledge of licensing and code of professional conduct under the Real Estate Act 2008<br><b>Module 4: Legislation and Sale and Purchase Agreement</b><br>4.1 Demonstrate understanding of legislation as applied to real estate licensees<br>4.2 Demonstrate knowledge of the resource management and building law relevant to real estate licensees<br>4.3 Demonstrate knowledge of the sale and purchase agreement and facilitate a sale of real estate |                   |
| <b>TOTAL PAYABLE (Inc GST)</b> |  | <b>\$ 1095.00</b> |

**PAYMENT DETAILS:** ( Please note: **ENROLMENT WILL NOT BE CONFIRMED UNTIL PAYMENT IS COMPLETE**)

| CONSULTANT PAYING  |  |
|--|--|
| <input type="checkbox"/>   | I authorise Harcourts Group Ltd to debit my credit card, details as below.   |
| <input type="checkbox"/>   | I have paid via Direct Debit / Internet Banking (NB: your enrolment cannot be processed until payment is received) |
| Account Number: 02-0192-0383412-00   | Date Paid:    /    /   |
| Particulars: Level 4   | Reference: <i>Your Surname</i>   |
| BUSINESS OWNER PAYING  |  |
| <input type="checkbox"/>   | I authorise Harcourts Group Ltd to debit my credit card, details as below.   |
| <input type="checkbox"/>   | I authorise Harcourts Group Ltd to charge my Franchise account.  |
|  | Authorised by: _____ Signature: _____  |
| Please debit my: <input type="checkbox"/> Visa <input type="checkbox"/> Bankcard <input type="checkbox"/> MasterCard   |  |
| <div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div> |  |
| Name shown on card:  | Expiry Date:   |
| Signature  |  |

## **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 in the Skills Training Agreement

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

## Collection of personal information under the Privacy Act 2020

We collect personal information from you, including information about you:

- name
- contact information
- billing or purchase information
- employer information
- a unique identifier (either your passport number or birth certificate number or driver licence number)
- education history
- residency status

We collect your personal information in order to enrol you in your real estate training course with The Skills Organisation through the Harcourts Academy.

We may also collect personal information about you from third parties, for example:

- from schools and other educational institutions where necessary to verify qualifications and course credits for enrolment and assessment purposes;
- from organisations where you may be completing a work placement, or practical component of your course;
- from your employer if your course is being supported by them or incorporated into your employment;
- from professional or member associations or government departments via website such as confirming membership or registration or license check.

Besides our staff, we share this information with The Skills Organisation in order to complete your enrolment.

Collection of your personal information may be required by law for the purpose of reporting to government agencies for planning, evaluative and administrative relating to your training or course.

If you choose not to enter the information asked for, we'll be unable to complete your enrolment. We will contact you if we require additional information from you.

We keep your information safe by storing it securely at our offices at 7-9 Alpers Avenue, Newmarket, Auckland or Level 1, 54-58 Cambridge Terrace, Te Aro, Wellington or 12 Hazeldean Road, Addington, Christchurch or at premises outside our offices, including data storage facilities or online storage located within or outside New Zealand (which may be operated by independent service contractors), and only allowing certain staff to access it.

We keep your information for two years after you've completed your training course at which point we securely destroy it by securely erasing all digital files and shredding paper files. We securely destroy your credit card information immediately after use.

You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you'd like to ask for a copy of your information, or to have it corrected, please contact us at [privacy@harcourts.co.nz](mailto:privacy@harcourts.co.nz), or 09 520 5569, or PO Box 99549, Newmarket, Auckland 1023.

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

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

## A. Employer information (Complete all fields)

|   |  |  |
|---|--|--|
| <input type="text" value="Company name"/>               |  |  |
| <input type="text" value="Trading as (if applicable)"/> |  |  |
| <input type="text" value="Postal address"/>             |  |  |
| <input type="text" value="Street address"/>             | <input type="text" value="Suburb"/>              | <input type="text" value="City/Town"/> |
| <input type="text" value="Main contact name"/>          | <input type="text" value="Main contact ph DDI"/> |  |
| <input type="text" value="Main contact mobile"/>        | <input type="text" value="Email"/>               |  |

### 1. Employer accounts payable information

|  |                                    |
|--|------------------------------------|
| <input type="text" value="Contact name"/>  | <input type="text" value="Email"/> |
| <input type="text" value="Email address where invoices are to be sent (if different to above)"/>   |                                    |
| <input type="text" value="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

|   |  |
|---|--|
| <input type="text" value="First name"/>     |  |
| <input type="text" value="Preferred name"/> | <input type="text" value="Middle name"/> |
| <input type="text" value="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.

|   |   |                                       |   |
|---|---|---------------------------------------|---|
| <input type="text" value="Gender"/>   | <input type="text" value="Male"/>   | <input type="text" value="Female"/>   | <input type="text" value="Gender diverse"/> |
| <input type="text" value="Date of birth (dd/mm/yyyy)"/>                                       | <input type="text" value="NZQA or National Student Number (NSN) (if known)"/> |                                       |   |
| <input type="text" value="If under 16 at the time of signing supply a MOE Exemption number"/> |   |                                       |   |
| <input type="text" value="Street address"/>   |   |                                       |   |
| <input type="text" value="Suburb"/>   | <input type="text" value="City/Town"/>  | <input type="text" value="Postcode"/> |   |
| <input type="text" value="Work phone"/>   | <input type="text" value="Home phone"/>                                       |                                       |   |
| <input type="text" value="Mobile"/>   | <input type="text" value="Email"/>  |                                       |   |

|   |                                   |   |                                    |
|---|-----------------------------------|---|------------------------------------|
| <b>Please tick if you are:</b>                      | <input type="checkbox"/> Employee | <input type="checkbox"/> Self- Employed | <input type="checkbox"/> Volunteer |
| <b>Have you done any training with another ITO:</b> | <input type="checkbox"/> Yes      | <input type="checkbox"/> No             |                                    |

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

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

|  |
|--|
| <input type="text" value="Last secondary school attended in New Zealand"/>   |
| <input type="text" value="Last year at secondary school"/>   |
| <input type="text" value="OR – if you did not attend secondary school in NZ then please state the overseas country where you went"/> |
| <input type="text" value="If English is not your main language what is?"/>   |

#### i) Highest secondary school qualification achieved (tick one)

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

**ii) Highest tertiary qualification achieved (tick one)****What was the first year you enrolled in tertiary education?**

|                                   |                 |   |
|-----------------------------------|-----------------|---|
| No Qualification                  | Bachelor Degree | Postgraduate Diploma/Certificate,<br>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<br>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**

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

|                       |                    |                                   |
|-----------------------|--------------------|-----------------------------------|
| NZ Citizen            | Australian Citizen | Passport Number                   |
| NZ Permanent Resident | Overseas           | Passport Expiry date (dd/mm/yyyy) |

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

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

|                      |                           |
|----------------------|---------------------------|
| Your Passport Number | *Expiry Date (dd/mm/yyyy) |
|----------------------|---------------------------|

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

|                       |         |
|-----------------------|---------|
| Driver Licence Number | Version |
|-----------------------|---------|

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

|                     |                              |                              |
|---------------------|------------------------------|------------------------------|
| 1 Overseas Passport | 2 Overseas Birth Certificate | 3 NZ Citizenship Certificate |
|---------------------|------------------------------|------------------------------|

Note : A verified document is a photocopy signed as a true and accurate copy of the original. This can be verified by Skills staff, Justice of the Peace, NZ Police or a Skills authorised verifier only. Documents must be verified prior to being posted or scanned to Skills. Faxed copies will not be accepted. \*NZ OR Overseas Passports must not be expired for more than 2 years and must have not been cancelled. Australian passports do not require visas.

\*\* Photo ID accepted is NZ or overseas driver licence, 18+ card and NZ student ID.



### 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 This training agreement ("TA") sets out the obligations of the Trainee and the Employer ("Employer"). It forms part of the employment agreement between the Employer and Trainee.

1.2 This TA enables the Trainee to participate in the structured training qualification programme (Programme) set out in the attached Qualification/ Programme Schedule (QPS). The Programme allows the Trainee to achieve unit standards leading to a prescribed New Zealand Qualifications Authority ('NZQA') qualification or programme.

1.3 This TA enables the Trainee to participate in the structured training qualification programme (Programme) set out in the attached Qualification/ Programme Schedule (QPS). The Programme allows the Trainee to achieve unit standards leading to a prescribed New Zealand Qualifications Authority ('NZQA') qualification or programme.

### 2. Term

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

2.2 The term of the employment agreement cannot be less than the Term of this TA.

### 3. The Employer's Obligations

3.1 The Employer Agrees to:

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

### 4. The Trainee's Obligations

4.1 The Trainee agrees to:

- a. achieve the required number of credits each year, as agreed in the Programme.
- b. pay the required fees to Skills in the attached QPS by the due date.
- c. complete the Programme within the required time.
- d. keep a record of 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 his/her 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 the payment of 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. where relevant, notify the appropriate licensing authority when the Trainee's supervisor changes and ensure that the Trainee's licence is current throughout the term of the Programme.
- j. Follow any specific safety related instructions from Skills' Providers and or 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. s/he enrolls with any other transition industry training organisation at any time during the course or the Programme, or
  - ii. his/her immigration status changes, or
  - iii. his/her employment or volunteer/unpaid work agreement ceases.
  - iv. his/her contact details change.

### 5. Skills

#### 5.1 Skills Will:

- recognise this TA provided that the Employer and Trainee meet, and continue to meet, their respective obligations under this TA.
- process any assessment results sent to Skills and forward results to the Trainee and NZQA.
- 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, cooperate, and coordinate training and assessment activities 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').
- provide relevant guidance and information 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.

### 6. Termination

6.1 This TA may be terminated in accordance with the provisions of the employment or volunteer agreement between the Trainee and the Employer. Termination of the employment or volunteer agreement will automatically result in termination of this TA.

6.2 This TA will also cease if:

- if the Trainee does not achieve in accordance with the Programme.
- if Skills becomes aware that the Employer or the Trainee is unable to fulfil their training responsibilities under the Programme.
- the Trainee twice declines or fails to enrol in an off-job training course (if required) as directed without acceptable justification. Skills has sole discretion over accepting any justification.
- fraudulent assessment results are submitted to Skills by the Trainee or the Employer.
- the Trainee or Employer fails to pay any required fees.
- Skills does not receive sufficient funding to support continued training of the Trainee.

### 7. Miscellaneous

7.1 The personal information we collect from you in this agreement, and during your enrolment in the Programme, will be stored, used and disclosed in the ways set out in our privacy statement. This statement which can be found at [www.skills.org.nz](http://www.skills.org.nz) and explains how you can access and correct your personal information at any time.

7.2 Enrolment in the Programme activates your subscription to the Skills e-newsletter. You can unsubscribe from this at any time by following the process set out in the e-newsletter or contacting Skills.

7.3 Skills has an assessment appeal process that is transparent and readily available to Trainees. If a Trainee wishes to appeal an assessment decision, contact Skills at [assessorinfo@skills.org.nz](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.

7.4 The TA may only be varied by agreement in writing between the Employer, the Trainee and Skills.

7.5 The Employer and the Trainee agree that they may not assign or sub-contract their obligations under this TA except with the prior written consent of Skills.

7.6 This TA will be governed by the laws of New Zealand. The Employer and Trainee agree to submit to the exclusive jurisdiction of the courts of New Zealand.

7.7 Any funding support Skills provides under this Training Agreement is dependent on Skills receiving Tertiary Education Commission funding.

7.8 Skills shall 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 must be made in writing to Skills, at PO Box 24469, Royal Oak, Freepost 5164, Auckland 1345 or email to [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'.  |

- recognise this TA provided that the Employer and Trainee meet, and continue to meet, their respective obligations under this TA.
- process any assessment results sent to Skills and forward results to the Trainee and NZQA, and
- 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, cooperate and coordinate training and assessment activities 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')
- provide relevant guidance and information 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

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 ☒

#### 1. Salesperson

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

Only people who wish to complete the National Certificate in Real Estate (Salesperson) (Level 4) can purchase single unit standards. This option is not available for trainees enrolled in the New Zealand Certificate in Real Estate (Salesperson) (Level 4) programme.

Please note that trainees will be withdrawn if over duration.

#### Checklist

Please include:

- ☐ Training Agreement (signed by you and your employer)
- ☐ Proof of identity documentation
- ☐ Contract of engagement or employment contract
- ☐ 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 behalf of the EMPLOYER

|           |  |
|-----------|--|
| Name      |  |
| Signature |  |
| Date      |  |

#### Signed by the TRAINEE

|                   |  |
|-------------------|--|
| Trainee name      |  |
| Trainee signature |  |
| Date              |  |

Real Estate Company Name:  
Real Estate Company Address:

**DATE:**  
**ADDRESS:**  
**EMAIL:**  
**TRAINEE NAME:**

### **CONTRACT OF ENGAGEMENT – TRAINEE SALESPERSON**

We offer you a Contract as a Trainee Salesperson with the .....Branch from  
..... (Company name) on the following terms and conditions.

1. The relationship between us shall be that of trainer and trainee.
2. This Contract will start on .....(insert date) and end as set out in Clause 10 or 11 below.
3. The purpose of this Contract shall be to provide you with practical real estate training services in conjunction with your Skills' Real Estate Salesperson programme.
4. Both parties agree that there shall be no payments required for the training services provided under this contract.
5. We agree to provide you with:
  - I. Administrative assistance regarding Sale and Purchase agreements and Agency agreements for learning and assessment purposes ;
  - II. Mentoring by Branch Manager in the key areas of sales development ;
  - III. Access to experienced salespeople and selling techniques ; and
  - IV. Familiarisation with our systems and procedures.
6. You agree that during the Term you will not undertake any activity or provide any service that comes within the definition of 'real estate agency work' in the Real Estate Agents Act 2008 and any amendments.
7. You agree to comply with all ..... (Company name) rules and regulations as outlined in the company policies manual.
8. You will ensure that confidentiality of ..... (Company name) affairs is maintained at all times.
9. For the avoidance of doubt, it is agreed that you are to be completely independent of ..... (Company name) and are not to be considered for any purpose to be an employee. You will have no ability to speak for or bind ..... (Company name) unless expressly authorised by the company in specific circumstances.
10. Either party may give one week's notice to terminate this Contract of Engagement
11. If it is not earlier terminated in accordance with clause 10, this Contract of Engagement shall automatically terminate on the: i) Completion of the Salesperson qualification; or. ii) 12 months from the date of this contract. ("the automatic termination date"). No notice is required to be given of the automatic termination date.
12. If you succeed in receiving your New Zealand Certificate in Real Estate (Salesperson) (Level 4) then we will consider offering you a Contract for Services as a Salesperson with ..... (Company name). However, nothing in this Contract of Engagement should be construed as providing you with a guarantee of a Contract for Services.

Please sign an acceptance of this offer in duplicate - one for you and one for Head Office.

Yours faithfully

Manager's Name:

Manager's Signature:

Date:

**Trainee Section:**

I .....(name), have read the above terms and conditions and have had an opportunity to seek advice about the Contract of Engagement and the intention that this Contract of Engagement be that of a trainee. By signing both copies of this Contract, I confirm my acceptance of the terms and conditions of this contract.

One copy is to be retained by me and one copy provided to ..... (Company name) Head Office.

Signature: ..... Date: .....