

# Training Agreement

## A. Employer information (Complete all fields)

Legal Company Name:		
Trading as (if applicable):		NZ Business Number NZBN:
Postal address:	Are you an Immigration New Zealand accredited employer? (If learner is on a work visa) Yes <input type="checkbox"/> No <input type="checkbox"/>	
Street address:	City/Town:	
Suburb:	Postcode:	
Business phone number (if different from main contact):		
Main contact name:	Main contact phone DDI:	
Main contact mobile:	Email:	

### 1. Employer accounts payable information

Contact Name:	Email:
Email address where invoices are to be sent (if different to above)	
Purchase Order Number for Enrolment Fee Invoice (if applicable)	

## B. Learner information (Complete all fields)

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

First Name:	Preferred Name:
Middle Name:	
Surname:	
If you have changed your name by marriage, civil union, deed poll, or statutory declaration, you may be registered with the New Zealand Qualifications Authority under your previous name. Please state your previous name(s) and attach verified documents.	
Previous full legal name(s):	
Gender:	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Gender diverse
Date of birth (dd/mm/yyyy)	NZQA or National Student Number (NSN)*
If under 16 at the time of signing supply a MOE Exemption number	
Street address:	
Suburb:	City/Town: Postcode:
Work phone:	Home phone:
Mobile:	Email:
Please tick if you	<input type="checkbox"/> Employee <input type="checkbox"/> Self- Employed <input type="checkbox"/> Volunteer

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

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

\*Iwi: If you selected NZ Māori above, please state the name(s) of all your iwi:

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

\*If you don't know your National Student Number (NSN) you can call the NZQA Call Centre on 0800 697 296 or complete their online form - <https://www2.nzqa.govt.nz/about-us/contact-us/question/>

## 2. Education

Last secondary/high school attended in New Zealand:

In what calendar year did you finish secondary school?

OR, if you did not attend secondary school in NZ, please state the overseas country where you attended school:

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)

- |   |  |
|---|--|
| <input type="checkbox"/> I have never undertaken tertiary education before. |  |
| <input type="checkbox"/> I didn't complete a Qualification                  | <input type="checkbox"/> Bachelor Degree                                     |
| <input type="checkbox"/> Certificate. If yes, which level? _____            | <input type="checkbox"/> Post Graduate Diploma/Certificate, Bachelor Honours |
| <input type="checkbox"/> Diploma. If yes, which level? _____                | <input type="checkbox"/> Masters Degree                                      |
| What was the first year you enrolled in tertiary education? _____           | <input type="checkbox"/> Doctorate Degree                                    |

## 3. Previous employment or activity (tick one)

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

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

## 4. Literacy and Numeracy

The training will contain some learning resources that may require literacy and numeracy ability.

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

If yes, please tick which one(s)  Reading  Numeracy With whom? \_\_\_\_\_

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

If yes, please specify: \_\_\_\_\_

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

## 5. Proof of Residency

Please select one.  NZ Citizen  Australian Citizen  Overseas\* with NZ/Australian Permanent Resident Visa  Overseas\*

\* If you have selected Overseas – please provided a certified copy of your resident visa or produce the original to a Skills staff member to verify.

\* If you are on a visa, have you met the conditions of your visa? Yes  No

## 6. Trainee proof of identity

i) New Zealand Passport or New Zealand Birth Certificate or

ii) NZDF Personnel - Your Military identification must be sighted & verified by the person signing the declaration on behalf of your employer in section C.

iii) If you DO NOT hold a New Zealand Passport or a New Zealand Birth Certificate

Overseas Passport\* with resident visa (both the photo page from passport and visa page or e-letter required) or New Zealand Citizenship document.

Please provide either a certified copy, or the original document or the original document to be photocopied and verified by a Skills member of staff. If providing a New Zealand Citizenship document, please also provide a photo ID, such as driver's Licence or 18+ card.

\* Overseas and New Zealand Passports must not be expired for more than 2 years and must have not been cancelled.

\* Australian passports do not require a resident visa.

If your employer is not an Immigration New Zealand accredited employer, please contact us to discuss your application before submitting.

**Note: Certified Copy** – a certified copy is a photocopy, photograph or scanned copy that has been endorsed as a true copy of the original. To be certified, the document must be certified by an official of the issuing authority or a Justice of the Peace, Barrister or Solicitor of the High Court or Court Official (Court Registrar or Deputy Registrar). The document **must have** the official's signature on each page with the name and title of the official shown clearly below their signature.

## C. Declaration (Complete all fields)

Ensure you have completed all the required sections of this form and have provided your identification documents and you have attached the separate Qualification / Programme Schedule with the payment section (if applicable) also completed. This will allow us to process your enrolment. If information is missing, your enrolment will be returned to you to complete.

### Signed for and on behalf of the Employer

I confirm the learner 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.

I confirm that we will provide an environment that facilitates the trainee to complete the qualification / programme they are enrolled onto.

I confirm that the business shown in section a meets Immigration New Zealand's requirements as an accredited employer.

**I accept the obligations in the Training Agreement and the Training Agreement General Terms and Conditions.**

Main contact name \_\_\_\_\_ Main contact position \_\_\_\_\_

Main contact signature\* \_\_\_\_\_ Date \_\_\_\_\_

\*We are unable to accept typed or e-pen signatures. They must be either handwritten or added electronically via a system such as Adobe.

**NZDF Applications only** - I confirm I have viewed the learner's military identification and the details match those in Section B. **Initials** \_\_\_\_\_

Skills may send you promotional materials to keep you informed about resources and other available programs. 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 accept the obligations in the Training Agreement and the Training Agreement General Terms and Conditions as detailed below and as advised from time to time.

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.

I agree that any personal information can be shared with external organisations such as Workforce Development Councils, New Zealand Qualification Authority, Tertiary Education Commission, etc.

I confirm that I will actively participate in the training required to complete the qualification and I acknowledge that Skills may, at its sole discretion, terminate this agreement if I do not progress at a reasonable rate.

Trainee signature \_\_\_\_\_ Date \_\_\_\_\_

\*We are unable to accept typed or e-pen signatures. They must be either handwritten or added electronically via a system such as Adobe.

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

### Checklist

Have you checked that:

Yes	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	The proof of identity documentation provided is verified either by you or an authorised certifier
<input type="checkbox"/>	<input type="checkbox"/>	The Qualification / programme Schedule is completed and attached
<input type="checkbox"/>	<input type="checkbox"/>	Payment details are completed

Administration Notes

\_\_\_\_\_

## Training Agreement General Terms and Conditions

### 1. Object

- 1.1 The Training Agreement ('TA') is a contract between Ignite Colleges, the Trainee, and the Employer. It forms part of the employment agreement between the Trainee, and the Employer.
- 1.2 The TA allows the Trainee to participate in a structured training qualification program (Programme). The Programme allows the Trainee to achieve unit standards leading to a prescribed New Zealand Qualifications Authority ('NZQA') qualification or program.

### 2. Term

- 2.1 The TA starts on the date the TA is registered by Ignite or when the Programme starts, whichever is the earlier, but will not be effective until the TA is registered by Ignite. The TA will end on the date the Trainee completes the qualification unless it is ended earlier in accordance with clause 6 below ('Termination').

### 3. The Employers Obligations

- 3.1 The Employer Agrees to:
  - a. Make sure that the Trainee meets all the necessary entry requirements to be a trainee under the TA.
  - b. Facilitate, and actively encourage, the Trainee's participation in all learning needs assessment and training required for the Programme. This includes releasing the Trainee to attend off-job training courses, and providing learning support to meet identified literacy, language, digital or numeracy Ignite gap (if required), and meeting health and safety requirements.
  - c. Provide training and the opportunity to gain experience in all aspects of their apprenticeship and, where this is not possible, find another employer who can train the Trainee in the missing areas.
  - d. Make sure that any on-job assessment is carried out by a Ignite registered assessor.
  - e. Make sure that during training a Trainee is supervised by a person that meets industry licensing requirements, and the Trainee holds a current license, where applicable, during the Programme.
  - f. Notify the appropriate licensing authority, where required, when the Trainee's supervisor changes.
  - g. Pay any fees, as agreed in section J above to Ignite by the due date.
  - h. The party responsible for payment of fees as agreed in section J above agrees to reimburse Ignite for all costs, expenses and/or losses, (including, but not limited to, legal and collection costs) sustained by Ignite in recovering the payment.
  - i. Ensure that no other government funding or subsidies are received in relation to the Programme, excluding Apprenticeship Boost.
  - j. Read and understand Ignite appeals process, reassessment charges, withdrawals and refunds policy available at [www.ignitecolleges.ac.nz](http://www.ignitecolleges.ac.nz)
  - k. Have and implemented, a fit-for-purpose health and safety management system which includes:
    - i. Having current policies and processes.
    - ii. Making Trainee's aware of the Employers' health and safety policies and processes and the Trainees' responsibilities under those health and safety policies and processes.
    - iii. Require that the Trainee wears personal protective equipment (PPE) while attending any training and assessment at a training provider's site under the TA.
    - iv. Require that the Trainee's receive a health and safety induction when attending training and assessment at a training provider's site under the TA outside their work.
  - l. Making sure the Trainee can follow reasonable instructions from a training provider and/or assessor.
  - m. Making sure the Trainee understands any specific safety requirements as set by the training provider during training and assessment, and
  - n. Notify Ignite immediately where:
    - i. The Trainee enrolls with any other Training Provider at any time during the course or the Programme, or
    - ii. The Trainee's immigration status changes, or
    - iii. The Trainee's employment 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 credits throughout the duration of the training as reasonably required by Ignite
  - b. Pay any fees, as agreed in section J above to Ignite by the due date.
  - c. Complete the Programme within the required time.
  - d. Keep a record of the training and assessment results in good order for at least a year after assessment.
  - e. Not apply for, or receive, any government funding or subsidy in relation to the TA.
  - f. Provide all necessary documentation to Ignite confirming their eligibility to undertake the Programme.
  - g. Pay Ignite back for all costs, expenses and/or losses (including but not limited to legal and collection costs) sustained by Ignite in recovering any unpaid fees if Trainee is selected as paying fees in section J.
  - h. Complete an initial Ignite assessment for reading and/or numeracy within four weeks of signing the TA if required and, where relevant, complete a post-assessment before the end of the Programme.
  - i. Ensure that the Trainee's license (if applicable) is current throughout the term of the Programme and notify the appropriate licensing authority when the Trainee's supervisor changes in accordance with any licensing requirements for the relevant industry.
  - j. Follow any specific safety related instructions from Ignite' Training Providers and Assessors during training and assessment.
  - k. Take reasonable care of their own health and safety.
  - l. Take reasonable care that their actions do not affect anyone else's safety during training and assessment.

- m. Attend any required training.
- n. Notify Ignite immediately where:
  - i. They enroll with any other training provider at any time during the course or the Programme, or
  - ii. Their immigration status changes, or
  - iii. Their employment agreement ceases.
  - iv. Their contact details change.

## 5. Ignite

### 5.1 Ignite will: .

- a. Support the trainee and the employer via their Ignite Mentor to provide pastoral care visits both onsite and at block courses.
- b. Monitor trainee progress to ensure completion of all Programme milestones.
- c. Process any valid assessment results sent to Ignite and forward results to the trainee and NZQA.
- d. Be available to assist the Employer and/or the Trainee on matters related to this TA and/or the Programme.
- e. As far as reasonably practicable, consult and coordinate training and assessment activities and co-operate with its Providers, Assessors, Employers and Trainees, so all can meet their joint health and safety responsibilities under this TA and the Health & Safety at Work Act (2015) ('Act').
- f. Provide relevant guidance and information to Providers, Assessors, Employers and Trainees, on health and safety matters when arranging training and assessment under this TA.
- g. Regularly monitor its contractors' activities to ensure all providers and assessors fulfil their responsibilities under the Act, and in particular:
- h. Make sure trainees receive a health and safety induction when attending training and assessment at a providers site outside of their workplace, under this TA.
- i. Make sure trainees can understand and follow reasonable instructions from a training provider and/or assessor.
- j. Make sure trainees understand any specific safety requirements as set by the training provider and assessor during training and assessment before and during training and assessment.
- k. Make sure trainees wear required personal protective (PPE) during training and assessment to complete the tasks safely.

## 6. Termination

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

### 6.2 This TA will also terminate if:

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

## 7. Miscellaneous

- 7.1 The personal information Ignite collects from the trainee in this TA, and during the Trainee's enrolment in the Programme, will be stored, used, and disclosed in the ways set out in our privacy statement. This statement can be found at [www.ignitecolleges.ac.nz](http://www.ignitecolleges.ac.nz) and explains how personal information can be accessed and corrected at any time.
- 7.2 Enrolment in the Programme activates Trainees' subscription to the Ignite e-newsletter. Trainees can unsubscribe from this at any time by following the process set out in the e-newsletter or contacting Ignite.
- 7.3 Ignite has a transparent assessment appeals process. If a Trainee wishes to appeal an assessment decision, they should follow the process outlined in the trainee handbook, within 14 days of the notification of the assessment decision explaining why they want to appeal the decision.
- 7.4 First assessment and re-assessment are free. Further re-assessments may incur fees. The fees and any further information required will be notified to the Trainee at the time of their request for re-assessment.
- 7.5 The TA may only be varied by agreement in writing between the Employer, the Trainee, and Ignite.
- 7.6 The Employer and the Trainee agree that they may not assign or sub-contract their obligations under this TA except with the prior written consent of Ignite.
- 7.7 This TA is governed by the laws of New Zealand. The Employer and Trainee agree to submit to the exclusive jurisdiction of the courts of New Zealand.
- 7.8 Any funding support Ignite provides under this Training Agreement is dependent on Ignite receiving Tertiary Education Commission funding.
- 7.9 Ignite will not be liable for any loss arising from the actions or inactions of the Trainee which may result in, or cause, any third-party property damage or third-party bodily injury.

## 8. Withdrawals

8.1 Applications for withdrawals from a Programme must be made in writing to Ignite, by either sending it to your Ignite contact or by completing the Qualifications withdrawal form and emailing [support@ignitecolleges.ac.nz](mailto:support@ignitecolleges.ac.nz).

The following rules apply to withdrawals:

Date of withdrawal (received by Ignite)	Refund of fees	Admin fee	Effect on record of learning
If a training agreement is terminated up to the 8th day of sign-up.	Full refund of any enrolment fees paid less administration fee.	\$100	There will be no record of your enrolment on your record of learning.
If a training agreement is terminated from the 9th day of sign-up.	No refund	Nil	Your record of learning will state "Withdrawn".