

WORK-BASED TRAINING AGREEMENT FORM

For questions please contact 0508 754 557, or support@skillsinstitute.co.nz

*Skills Institute is a trading name for the registered PTE Skills Group Training Limited (SGTL). Your enrolment is with SGTL and your qualification is issued by SGTL. Skills Institute and SGTL are part of Skills Group.

It is important that the form is typed and not handwritten. Handwritten submissions will not be accepted.

This requirement is in place to ensure the legibility and accuracy of the information provided, which is crucial for processing your request efficiently. If you have any questions or require assistance with typing the form, please don't hesitate to reach out to us at support@skills-group.org

Please note, this form is not able to be signed digitally or electronically, and will need to be printed and signed.

A. Employer information (complete all fields)

☐ Employer transfer

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 ☐ No

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:

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)

PERSONAL DETAILS

Provide your full legal name

FAMILY NAME:

GIVEN NAME(S):

PREFERRED FIRST NAME:

PREVIOUS NAME(S) KNOWN BY:

If you have previously enrolled at this organisation under another name, what was that name?

PREFERRED TITLE: ☐ Ms ☐ Miss ☐ Mrs ☐ Mr ☐ Other (specify)

DATE OF BIRTH:

day		month		year			

If under 16 at the time of signing supply a MOE Exemption number:

GENDER: ☐ Female ☐ Male ☐ Another gender

IRD NUMBER:

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NATIONAL STUDENT NUMBER:

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If you know your NSN (National Student Number), please write it here. If you have previously been enrolled at this organisation, you MUST fill in your NSN.

STREET ADDRESS:

SUBURB:

TOWN/CITY:

POST CODE:

PHONE:

(Home)

(Mobile)

EMAIL: (PLEASE ENTER THE EMAIL ADDRESS THAT YOU WISH TO USE FOR YOUR STUDIES IE RECEIVING MATERIAL, USING FOR LOGON FOR LEARNING HIVE PORTAL)

PLEASE TICK IF YOU ARE: ☐ Employee ☐ Self-employed ☐ Volunteer**NEXT OF KIN / EMERGENCY CONTACT**

NAME:

RELATIONSHIP:

PHONE:

(Home)

(Mobile)

EMAIL:

CITIZENSHIP AND RESIDENCY (You will need to supply evidence of residence or citizenship)

Tick the box which best describes your citizenship:

New Zealand Citizen ☐ NZLAustralian Citizen ☐ AUSOther ☐

If "Other", Please specify your Country of Citizenship

(For students with dual citizenship, specify the country of citizenship of the passport used to enter New Zealand.)

Tick the box if you have New Zealand or Australian Permanent Resident status:

New Zealand Resident Visa Holder ☐Australian Permanent Resident ☐

If you select "Other" and do not hold New Zealand or Australian Permanent Residency, you will need to provide a verified copy of your Accredited Employer Work Visa (AEWV) to be eligible for domestic fees. If you are on any other type of Work Visa, you will need to provide a verified copy, and international fees will apply. To be verified you must get the copies of your Visa document(s) signed and dated by a person authorised to take declarations. **Your Accredited Employer Work Visa or 'other' Visa must cover the duration of the programme that you are enrolling in. (Programmes vary in duration. Please check this prior to enrolment).**

ETHNICITYWhat ethnic group(s) do you belong to? You may tick **up to six boxes** which apply to you.

New Zealand European	☐ 111	Greek	☐ 123	Chinese	☐ 421
Māori	☐ 211	Polish	☐ 124	Indian	☐ 431
Samoa	☐ 311	South Slav	☐ 125	Sri Lankan	☐ 441
Cook Islands Māori	☐ 321	Italian	☐ 126	Japanese	☐ 442
Tongan	☐ 331	German	☐ 127	Korean	☐ 443
Niuean	☐ 341	Australian	☐ 128	Other Asian	☐ 444



Tokelauan	☐ 351	Other European	☐ 129	Middle Eastern	☐ 511
Fijian	☐ 361	Filipino	☐ 411	Latin American	☐ 521
Other Pacific Peoples	☐ 371	Cambodian	☐ 412	African	☐ 531
British and Irish	☐ 121	Vietnamese	☐ 413	Other ethnicity	☐ 611
Dutch	☐ 122	Other Southeast Asian	☐ 414	Not stated	☐ 999

If "Other Pacific Peoples", "Other European", "Other Southeast Asian", "Other Asian" or "Other ethnicity" please specify:

Iwi

If you identified as Māori in the **Ethnicity** question, what is the name of your Iwi? You may **enter up to six Iwi**.

If you do not know your Iwi, please enter 'Do not know', or if you do not wish to answer please enter 'Refused to Answer'.

Note: please use the Iwi codes published in SDR Manual appendices.

1.	2.
3.	4.
5.	6.

PRIOR ACTIVITY

What was your MAIN activity or occupation in New Zealand at 1 October 2024 – that is before you began your study. You may **tick only one box**.

Secondary school student	☐ 01	Non-employed or beneficiary (excluding retired)	☐ 02
Wage or salary worker	☐ 03	Self-employed	☐ 04
University student	☐ 05	Polytechnic student	☐ 06
House-person or retired	☐ 08	Overseas (irrespective of occupation)	☐ 09
Private Training Establishment student	☐ 11	Wānanga student	☐ 12

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?

DISABILITY SUPPORT

Disability question 1 - support needs

Is there any support that would help you while learning at this tertiary institution? Your response allows us to let you know what assistance is available. The information you provide is collected for statistical purposes and helps make education more accessible to all learners. Please select all the supports you might need.

(Checklist response - multi-select.
If "No" then other response categories must be blank)

Access to assistive technology (e.g. for reading, writing, communication)	☐
Accessible format resources for course content	☐
Mobility and transport (e.g. navigator support to help movement around campus, mobility car parks, personal emergency evacuation plan)	☐
New Zealand Sign Language Interpreter	☐
Support with reading, writing, and communicating in learning sessions, exams, and assessments	☐
Other learning or disability support (e.g. vision impairment, colour blindness, hearing impairment)	☐
No - I do not need support at this time	☐

Any box ticked above, please provide further details here:



Disability question 2 - disability status

Do you describe yourself as disabled, deaf, neurodiverse, tangata whaikaha Māori, or living with a long-term physical or mental health condition? The information you provide is collected for statistical purposes and to help us understand our learners.

(Select one option only)

☐ Yes ☐ No ☐ Prefer not to disclose

EDUCATION

Secondary school

What was the name of the last secondary school you attended in NZ?

State "overseas", if applicable.

What was your last year at secondary school?

What is the highest level of achievement you hold from a secondary school?

Your highest achievement may be a "traditional" award such as School Certificate, or you may have achieved a number of credits or a New Zealand Certificate at a certain level on the National Qualifications and Credentials Framework. Your NZQA Record of Achievement shows you the standards, credits and qualifications you have achieved. **Tick only one box.**

- | | |
|---|-----------------------------|
| No formal secondary qualifications | ☐ 00 |
| 14 or more credits at any level | ☐ 11 |
| NCEA Level 1 or School Certificate | ☐ 12 |
| NCEA Level 2 or 6th Form Certificate | ☐ 13 |
| University Entrance | ☐ 14 |
| NCEA Level 3 or Bursary or Scholarship | ☐ 15 |
| Overseas qualification (includes International Baccalaureate & Cambridge Exams) | ☐ 09 |
| Other | ☐ 98 |
| Not known | ☐ 99 |

Please specify if "Overseas qualification" or "Other":

If "Overseas qualification" please state in what country:

Tertiary study

Will this be the first time you have ever enrolled in a University, subsidiaries of Te Pūkenga (*Institutes of Technology or Polytechnic*), College of Education, Industry Training Organisation, Government Training Establishment, Private Training Establishment or Wānanga either in New Zealand or overseas **since** leaving school?

☐ No ☐ Yes

Do not include enrolments in community classes.

If you answered "No", please enter the name of the organisation you studied at, and the year of your first enrolment:

NAME:

YEAR:

Highest tertiary qualification achieved? Tick only one box.

- | | |
|--|--|
| ☐ I have never undertaken tertiary education before | ☐ Bachelor Degree |
| ☐ I didn't complete a Qualification | ☐ Post Graduate Diploma/Certificate, Bachelor Honours |
| ☐ Certificate. If yes, which level? | ☐ Masters Degree |
| ☐ Diploma. If yes, which level? | ☐ Doctorate Degree |

DOCUMENTATION

To be treated as a **domestic student**, and so be entitled to the Government tuition subsidy, you must be:

- a citizen of New Zealand (including students from the Cook Islands, Tokelau, or Niue who have New Zealand citizenship) **or**
- a permanent resident of New Zealand **or**
- a citizen or permanent resident of Australia residing in New Zealand.

You must provide evidence of citizenship or permanent residency. To do so you must produce one of the following:

- birth certificate with place of birth stated as New Zealand, Cook Islands, Tokelau, or Niue
- New Zealand passport
- Australian passport
- a certificate of identity
- a statement of Whakapapa, including date of birth, countersigned by a kaumatua
- a New Zealand certificate of citizenship
- overseas passport with residency stamp.

You can bring the original documentation to one of our sites, where they can be verified by approved employees (please contact the site to confirm this before you visit), or alternatively please provide a certified copy. This means a photocopy, photograph or scanned copy of your original document, signed as being a true and accurate copy (not to be older than 3 months) by a Justice of the Peace (JP), Barrister or Solicitor, Notary Public, Court Register or Deputy Registrar, Member of Parliament, Land Transport New Zealand, Public trust, an NZ Police Station, or local authority employee designated for this purpose. When a learner is in a remote community and unable to access a person listed in the Oaths and Declarations Act, a member of the New Zealand Police, school principal, minister of religion, or general practitioner is acceptable.

Please note that your name, date of birth and residency as entered on this enrolment form will be included in the National Student Index and will be used in an Authorised Information Matching programmes with official government information such as the New Zealand Birth Register, to verify the information provided.

On occasion, more than one National Student Number is created for an individual. The Ministry of Education regularly monitors the quality of the National Student Index and, when duplicates or errors are discovered, it works with providers and government agencies to merge duplicates and correct errors. This may require the documentation you provide at enrolment being shared between agencies authorised to access the National Student Index to make these corrections.

For further information please see: [National Student Number \(NSN\): for schools - Education in New Zealand](#)

C. Payment Information

- ☐ Payment in Full
- ☐ No Payment required

Confirm who will be paying training fees for this agreement. Tick applicable box.

- ☐ Employer ☐ Learner

COMPENSATION DURING WORK-BASED TRAINING. Tick applicable box.

The Employer must indicate whether the Learner will;

- ☐ The Learner WILL receive regular wage/salary payment
- ☐ The Learner WILL receive alternative compensation (Please specify):
- ☐ The Learner WILL NOT receive any compensation



This arrangement has been agreed upon by all parties prior to the commencement of the work-based training.

Employer to sign:

Signature

Date

Learner to sign:

Signature

Date

This clause:

- Provides clear options for payment arrangements
 - Provides documentation of the compensation agreement
 - Obtains signed acknowledgement from both Employer and Learner
 - Ensures transparency about payment agreement
-

D. Declaration

Privacy - SGTL collects and stores information from this form to:

- manage the business of SGTL (including internal reporting, administrative processes and selection of scholarship and prize winners)
- comply with the requirements of the **Education and Training Act 2020** and other legislation¹ relating to maintenance of records
- supply information to government agencies and other organisations as set out below.

In signing this enrolment form you authorise the disclosure of your personal information on the understanding that SGTL will comply with the legal requirements in relation to the use and disclosure of personal information, as set out in the Privacy Act 2020, the Education and Training Act 2020 and other relevant legislation. You are entitled to see any information that SGTL holds about you and request to correct any errors in that information. To do so, contact the Learner Services team on 0508 754 557 or support@skills-group.org

The Privacy Act requires SGTL to collect, hold, handle, use and disclose personal information in accordance with the thirteen information privacy principles in the Act.

<https://www.legislation.govt.nz/act/public/2020/0031/latest/LMS23223.html>

Supply of information to government agencies and other organisations

SGTL supplies data collected on this form to government agencies, including:

- the Ministry of Education
- Education New Zealand
- the New Zealand Qualifications Authority
- the Tertiary Education Commission
- the Ministry of Social Development (in relation to student loans and allowances) and Inland Revenue (student loans)
- Immigration New Zealand (for those who are not New Zealand citizens or permanent residents) and the Ministry of Business, Innovation and Employment
- agencies which support particular students through scholarships, payment of fees or other awards (if you are a recipient of one of these awards).

Those agencies use the data collected from SGTL to:

- administer the tertiary education system, including allocating funding and the administration of the Fees-Free initiatives
- develop policy advice for government
- conduct statistical analysis and research.

Your personal details (name, date of birth and residency) as entered on this form will be included in the National Student Index and may be used in an authorised information matching programme with the New Zealand Birth Register.

The government agencies above may supply data collected on this form to Statistics New Zealand for the purposes of integrating data with data collected by other government agencies, subject to the provisions of the Statistics Act 2022. Integrated data is used for the production of official statistics, to inform policy advice to government and for research purposes.

In handling data supplied by you on this form, the government agencies are required to comply with the provisions of the Privacy Act 2020.

Data storage - data collected from tertiary education organisations is now stored in the Cloud. Student enrolment and course and qualification completion data is stored in a Microsoft datastore based in Sydney, Australia.

When required by law, SGTL releases information to government agencies such as the New Zealand Police, Department of Justice, Ministry of Social Development, and the Accident Compensation Corporation (ACC).

Information collected on this form may be supplied to other educational organisations for the purpose of verifying academic records.

Fees - In signing this enrolment form you undertake to pay all fees as they become due, and to meet any late fees and collection charges associated with debt recovery. SGTL's policy on withdrawal and refund of fees may be obtained from the Learner Services Team or emailing support@skills-group.org

¹ This includes legislation governing the maintenance of official records and for accountability for public funding.

Rules - In signing this enrolment form you undertake to comply with the published rules and policies of SGTL regarding attendance, academic integrity and progress, conduct and use of information systems.

You are also giving permission to SGTL to use your image on photos, brochures, websites and other promotional material. This material may be in electronic or hard format.

Should you object, sign here _____

SIGNED BY THE LEARNER

Declaration - I declare that to the best of my knowledge all the information supplied on, and with, this training agreement is true and complete, I agree to abide by the conditions described above, and I consent to the disclosure of personal information as described above. **I also accept the obligations in the Training Agreement and the Training Agreement General Terms and Conditions.**

Signature _____

Date _____

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 Learner 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 _____

Training Agreement General Terms and Conditions

1. Object

- 1.1 The Training Agreement ('TA') is a contract between SGTL, the Learner, and the Employer. It forms part of the employment agreement between the Learner, and the Employer.
- 1.2 The TA allows the Learner to participate in a structured training qualification program (Programme). The Programme allows the Learner 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 SGTL or when the Programme starts, whichever is the earlier, but will not be effective until the TA is registered by SGTL. The TA will end on the date the Learner completes the qualification unless it is ended earlier in accordance with clause 6 below ('Termination').

3. The Employer's Obligations

- 3.1 The Employer Agrees to:
 - a. Make sure that the Learner meets all the necessary entry requirements to be a Learner under the TA.
 - b. Facilitate, and actively encourage, the Learners participation in all learning needs assessment and training required for the Programme. This includes releasing the Learner to attend off-job training courses, and providing learning support to meet identified literacy, language, digital or numeracy SGTL gap (if required), and meeting health and safety requirements.
 - c. Provide training and the opportunity to gain experience in all aspects of their learning and, where this is not possible, find another employer who can train the Learner in the missing areas.

- d. Make sure that any on-job assessment is carried out by a SGTL registered assessor.
- e. Make sure that during training a Learner is supervised by a person that meets industry licensing requirements, and the Learner holds a current license, where applicable, during the Programme.
- f. Notify the appropriate licensing authority, where required, when the Learners supervisor changes.
- g. Pay any fees, as agreed in section C above to SGTL by the due date.
- h. The party responsible for payment of fees as agreed in section C above agrees to reimburse SGTL for all costs, expenses and/or losses, (including, SGTL but not limited to, legal and collection costs) sustained by in recovering the payment.
- i. Ensure that no other government funding or subsidies are received in relation to the Programme.
- j. Read and understand SGTL appeals process, reassessment charges, withdrawals and refunds policy available at www.skillsinstitute.co.nz
- k. Have and have implemented, a fit-for-purpose health and safety management system which includes:
 - i. Having current policies and processes documented.
 - ii. A process to ensure the Learner is made aware of the Employers' health and safety policies and processes and the Learners responsibilities under those health and safety policies and processes.
 - iii. A requirement that the Learner receives a health and safety induction when attending training and assessment at a training provider's site under the TA outside their work.
- l. Make sure the Learner can follow reasonable instructions from a training provider and/or assessor.

- m. Make sure the Learner understands any specific safety requirements as set by the training provider during training and assessment, and
- n. Notify SGTL immediately where:
 - i. The Learner enrolls with any other Training Provider at any time during the course or the Programme, or
 - ii. The Learners immigration status changes, or
 - iii. The Learners employment agreement ceases, or
 - iv. The Employer's business is sold.

4. The Learners Obligations

- 4.1 The Learner agrees to:
- a. Achieve the required credits throughout the duration of the training as reasonably required by SGTL
 - b. Pay any fees, as agreed in section C above to SGTL 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 SGTL confirming their eligibility to undertake the Programme.
 - g. Pay SGTL back for all costs, expenses and/or losses (including but not limited to legal and collection costs) sustained by SGTL in recovering any unpaid fees if the Learner is selected as paying fees in section C.
 - h. Complete an initial SGTL 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 Learners license (if applicable) is current throughout the term of the Programme and notify the appropriate licensing authority when the Learners supervisor changes in accordance with any licensing requirements for the relevant industry.
 - j. Follow any specific safety related instructions from SGTL's 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 SGTL immediately where:
 - i. They enrol 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. SGTL

- 5.1 SGTL will:
- a. Support the Learner and the employer via their SGTL Learner Success Advisor to provide pastoral care.
 - b. Monitor Learners progress to ensure completion of all Programme milestones.
 - c. Process any valid assessment results sent to SGTL and forward results to the Learner and NZQA.
 - d. Be available to assist the Employer and/or the Learner 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 Learners, 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 Learners, 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 Learners 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 Learners can understand and follow reasonable instructions from a training provider and/or assessor.
 - j. Make sure Learners understand any specific safety requirements as set by the training provider and assessor during training and assessment before and during training and assessment.

6. Termination

- 6.1 This TA may be terminated in accordance with the provisions of the employment agreement between the Learner and the Employer. Termination of the employment agreement between the Learner and the Employer will automatically result in termination of this TA.
- 6.2 This TA will also terminate if:
- a. The Learner does not achieve credits in accordance with the Programme, as reasonably required by SGTL,
 - b. SGTL becomes aware that the Employer or the Learner is unable to fulfil their training responsibilities under the Programme, or
 - c. The Learner twice declines or fails to enrol in an off-job training course (if required) as directed, without acceptable justification. SGTL has the sole discretion whether to accept any such justification, or
 - d. Fraudulent assessment results are submitted to SGTL by the Learner or the Employer, or
 - e. The Learner or Employer fails to pay any required fees, or
 - f. Where government funding is withdrawn or substantially reduced to support continued training of the Learner.

7. Miscellaneous

- 7.1 The personal information SGTL collects from the Learner in this TA, and during the Learners 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.skillsinstitute.co.nz and explains how personal information can be accessed and corrected at any time.
- 7.2 Enrolment in the Programme activates the Learners subscription to the SGTL e-newsletter. Learners can unsubscribe from this at any time by following the process set out in the e-newsletter or contacting SGTL.
- 7.3 SGTL has a transparent assessment appeals process. If a Learner wishes to appeal an assessment decision, they should follow the process outlined in the student 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 Learner 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 Learner, and SGTL.
- 7.6 The Employer and the Learner agree that they may not assign or sub-contract their obligations under this TA except with the prior written consent of SGTL.
- 7.7 This TA is governed by the laws of New Zealand. The Employer and Learner agree to submit to the exclusive jurisdiction of the courts of New Zealand.
- 7.8 Any funding support SGTL provides under this Training Agreement is dependent on SGTL receiving Tertiary Education Commission funding.
- 7.9 SGTL will not be liable for any loss arising from the actions or inactions of the Learner 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 SGTL, by either sending it to your SGTL contact or by completing the Qualifications withdrawal form and emailing support@skills-group.org

The following rules apply to withdrawals:

Date of withdrawal (received by SGTL)	Refund of fees	Admin fee	Effect on record of learning
If a training agreement is terminated up to the 8th day of the programme start date.	Full refund of any programme fees paid less an admin fee.	10% of any amount paid or \$500, whichever is less.	There will be no record of learning.
If a training agreement is terminated from the 9th day of the programme start date.	No refund.	Nil.	Your record of learning will state "Withdrawn".