

Personal details

Mr Mrs Miss Ms Other (specify) _____
 Family name _____
 First name(s) _____ Preferred name _____
 REAL ITO number _____ NZQA number _____
 Date of birth Male Female
 Home physical address _____
 Home postal address _____
 Email _____
 Please tick the box if you consent to being contacted by email for the purposes relevant to your enrolment in on job training.
 Day phone _____ Mobile _____ Home phone _____
 Branch manager/Agent _____
 Company/agency _____
 Workplace physical address _____
 Workplace postal address _____
 Which postal address do you prefer to use? Home postal address Workplace postal address

Important note

I have attached my employment agreement with my New Zealand licensed real estate agent. Initial

Enrolling in the Salesperson's course allows you to train towards the prescribed qualification that a person must hold before s/he can apply for a salesperson's licence. You are a trainee and cannot hold yourself out to be a salesperson or act in anyway to carry out real estate agency work prior to being licensed as a salesperson.

The following information enables the REAL ITO to fulfil its requirements to the Tertiary Education Commission.

Previous qualification

What is your highest previous qualification?
 5th form 6th form 7th form National Certificate, Trade Certificate, or National Diploma Degree

Ethnicity

What ethnic group(s) do you belong to?
 NZ European/Pakeha NZ Maori Pacific Island Other If other, please specify _____

Residency status

Are you a New Zealand resident with permanent residency status? Yes No If no, please contact REAL ITO (see details below).

English language proficiency

Is your first language English? Yes No If no, state your first language _____
 Please read the following note.

REAL ITO's medium of instruction is English. If English is not your first language, you must provide evidence of having an IELTS score of 5.5 or a TOEFL score of 500 or equivalent. Please attach your form of evidence.

Payment details

Conditional Tax Invoice - GST No: 89-529-670. This becomes a tax invoice when paid. Please keep a copy for your records.

Form of payment Cheque Amex Visa M/Card
 Credit card details

Name of Cardholder	Signature	Expiry	Amount
			\$995.00
I acknowledge that I have read and signed my training agreement, with my employer/agent, and enclosed it with this form.			Initial <input type="text"/>
I agree that REAL ITO, its staff, and its agents can distribute the information on this form to any person, department, agency or organisation for administrative purposes in respect of my enrolment.			Initial <input type="text"/>
I acknowledge that I have read the terms and conditions at www.realito.co.nz .			Initial <input type="text"/>
I acknowledge that I cannot carry out any real estate agency work, nor can I hold myself out to be a salesperson while training to gain my salesperson's licence. Duties of real estate agency work are defined in the Real Estate Agents Act 2008. See Schedule A of the Training Agreement.			Initial <input type="text"/>
REAL ITO acknowledges the achievements of trainees participating in the on job training programme. Please initial the box if you agree to REAL ITO publishing your name and achievement in REAL ITO publications and promotional material.			Initial <input type="text"/>

What happens next

Please complete and fax or post this form with the training agreement to REAL ITO, PO Box 137095, Parnell, Auckland 1151, fax 09 379 8471. REAL ITO will send your training material for you to commence. A GST receipted invoice will be provided.

Declaration

I understand that if this information is subsequently found to be false, my enrolment may be cancelled and I will be liable for any costs incurred by REAL ITO in cancelling my enrolment.

Name (please print) _____ Signature _____ Date _____

TRAINING AGREEMENT dated: _____ **2010**

PARTIES

Real Estate Institute of New Zealand Industry Training Organisation Limited ("**REAL ITO**");

_____ of _____ ("**the Employer/Agent**");
Employer/Agent name Company and trading name

and _____ ("**the Trainee**").
Trainee name

BACKGROUND

1. REAL ITO is an Industry Training Organisation ("ITO") pursuant to the Industry Training Act 1993 ("the Act").
2. As an ITO, REAL ITO manages the delivery of training.
3. The Trainee has completed the training enrolment form ("the Enrolment Form") which forms the basis of this Training Agreement.
4. REAL ITO has developed the terms for the assessment of trainees for the training programme and assessment for the salesperson qualification ("the Qualification"). The details of that training programme and assessments are set on the REAL ITO website ("the Assessment"). REAL ITO is not involved with the delivery of the training.
5. The Employer/Agent and Trainee have requested the Assessment be provided by REAL ITO to the Trainee to enable the Trainee to obtain the salesperson qualification.
6. This Training Agreement does not alter the terms and conditions of the fixed term employment agreement between the Employer/Agent and the Trainee. The Trainee cannot be employed or engaged as a salesperson until they are fully licensed as a salesperson under the Real Estate Agents Act 2008.
7. This Training Agreement allows the Trainee to train to gain the salesperson licence, but does not allow the Trainee to carry out any real estate agency work as defined under the Real Estate Agents Act 2008. See schedule A.

AGREEMENT

8. Term and termination

8.1 This Training Agreement is for a term of **12 months**. This Training Agreement will commence on _____ and will terminate on _____ ("the expiry date")

unless terminated in accordance with the following:

- a. immediately upon the Trainee gaining all the unit standards for the Qualification;
- b. immediately upon the Trainee ceasing to be employed by the Employer/Agent for whatever reason unless the agreement is assigned pursuant to clause 12.2;
- c. if in REAL ITO's opinion the Trainee has failed to achieve the requirements of the Training, in which case REAL ITO will provide the Trainee and Employer/Agent at least 7 days' written notice of termination;

- d. if the Employer/Agent and/or Trainee fails to pay the fees pursuant to clause 10.1, in which case REAL ITO will provide the Trainee and Employer/Agent at least 7 days' written notice of termination;
- e. by REAL ITO giving the Employer/Agent and Trainee at least 20 days' written notice of termination.

8.2 REAL ITO may extend the expiry date by notifying the other Parties in writing.

9. Obligations of REAL ITO

9.1 REAL ITO will:

- a. Provide the Assessment consistent with its obligations under the Act;
- b. Provide assistance and guidance to the Employer/Agent in relation to the Assessment; and
- c. Apply any available subsidy and/or incentive in respect of the Assessment provided to it at its sole discretion and available to it under the Act.
- d. Provide a fixed term employment agreement template if required by the employer for their use.

10. Obligations of the Employer/Agent

10.1 The Employer/Agent will:

- a. Notify REAL ITO in writing within five business days of the Trainee ceasing to be employed by the Employer/Agent;
- b. Ensure that it keeps and retains records of all training undertaken by, and assessment results for, the Trainee pursuant to this Agreement;
- c. Provide appropriate training to the Trainee to enable REAL ITO to conduct assessments in accordance with industry standards as detailed in the relevant unit standards; and
- d. Provide internet access to the Trainee to download assessment objectives, guidelines and support material.
- e. Not allow the Trainee to carry out real estate agency work or hold themselves out to be a salesperson. See schedule A.

11. Obligations of the Trainee

11.1 The Trainee will:

- a. Participate in the Assessment in good faith and use his/his her best endeavours to undertake and complete all aspects of the Assessment, including assessments in accordance with the Assessment or as notified by REAL ITO to the Trainee; and
- b. Provide to REAL ITO all relevant information including the Trainee's NZQA record of learning number (if applicable), contact information and residency/citizenship status.
- c. Not carry out any real estate agency work or hold themselves out to be a salesperson for the duration of this training agreement.

12. Fees

12.1 The Employer/Agent and the Trainee are each responsible to pay to REAL ITO for the proportion of fees payable to REAL ITO as set out in the Enrolment Form within 7 days upon receipt of an invoice from REAL ITO.

12.2 The Employer/Agent and/or Trainee will become liable for and will pay to REAL ITO interest on any unpaid fees owed by each of them and on any amount owing pursuant to clause 10.1 at the rate of the 90-day bill rate plus 2% per annum as from the date on which payment becomes due, on a daily basis up until the date of full repayment.

12.3 The Employer/Agent and/or Trainee will indemnify REAL ITO for all costs, expenses and/or losses of whatever nature, including without limitation legal costs incurred or expended by REAL ITO in recovering payment of the fees.

13. Assistance

13.1 The Employer/Agent or Trainee to this Agreement may seek the assistance and advice of REAL ITO on any matter affecting this Agreement or the training relationship between the parties.

14. General

- 14.1 REAL ITO may change the Assessment from time to time as the result of any review of the Qualification, or any change in unit standards or contents of such unit standards.
- 14.2 This Agreement is not transferable or assignable unless any new Employer/Agent and the Trainee agree with REAL ITO in writing to be bound by the terms and conditions of this Agreement, in which case REAL ITO will consent to its transfer/assignment.

15. Privacy Act

- 15.1 The Trainee authorises REAL ITO, its staff and its agents to collect and hold information relevant to this Training Agreement and distribute such information as is necessary to facilitate the management of the Trainee's industry training to any Teaching Institution, Industry Training Organisation, the Real Estate Institute of New Zealand Inc., the Real Estate Agents' Authority, the Tertiary Education Commission, and/or the New Zealand Qualifications Authority.
- 15.2 The Trainee undertakes to advise REAL ITO if his/her personal information is incorrect or changes.
- 15.3 REAL ITO undertakes to hold the Trainee's personal information securely.



Authorised signatory of REAL ITO

Date:

Authorised signatory of the Employer/Agent

Date:

The Trainee

Date:

SCHEDULE A - DEFINITIONS

Real estate agency work or agency work —

- (a) means any work done or services provided, in trade, on behalf of another person for the purpose of bringing about a transaction; and
- (b) includes any work done by a branch manager or salesperson under the direction of, or on behalf of an agent to enable the agent to do the work or provide the services described in paragraph (a); but
- (c) does not include—
 - (i) the provision of general advice or materials to assist owners to locate and negotiate with potential buyers; or
 - (ii) the publication of newspapers, journals, magazines, or websites that include advertisements for the sale or other disposal of any land or business; or
 - (iii) the broadcasting of television or radio programmes that include advertisements for the sale or other disposal of any land or business; or
 - (iv) the lending of money on mortgage or otherwise; or
 - (v) the provision of investment advice; or
 - (vi) the provision of conveyancing services within the meaning of the Lawyers and Conveyancers Act 2006.

Transaction means any one or more of the following:

- (a) the sale, purchase, or other disposal or acquisition of a freehold estate or interest in land:
- (b) the grant, sale, purchase, or other disposal or acquisition of a leasehold estate or interest in land (other than a tenancy to which the Residential Tenancies Act 1986 applies):
- (c) the grant, sale, purchase, or other disposal or acquisition of a licence that is registrable under the Land Transfer Act 1952:
- (d) the grant, sale, purchase, or other disposal or acquisition of an occupation right agreement within the meaning of the Retirement Villages Act 2003:

the sale, purchase, or other disposal or acquisition of any business (either with or without any interest in land).