

SECTION A

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 _____

Training information

Please indicate the qualification you want recognition for

Salesperson Branch manager Agent
Term is 5 months Term is 16 months Term is 30 months

Are you currently working in the real estate industry? Yes Go to Section B No Go to Section C

SECTION B

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).

SECTION C

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* _____

*Contact REAL ITO for current prices.

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

I acknowledge that I have read the terms and conditions at www.realito.co.nz. Initial

REAL ITO acknowledges the achievements of those participating in REAL ITO's programmes. Please initial the box if you agree to REAL ITO publishing your name and achievement in REAL ITO publications and promotional material. Initial

I acknowledge that I cannot carry out any real estate agency work relevant to the qualification I want recognition for, nor can I hold myself out to be licensed while doing recognition of prior learning to gain that licence. Duties of real estate agency work are defined in the Real Estate Agents Act 2008. Initial

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 _____

Are you currently working in the real estate industry? Yes Go to Section D No Go to Section E

SECTION D

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

SECTION E

A RPL agreement follows this enrolment form. As you are not working in the real estate industry, there is no need to complete it. Please fax or post this form to REAL ITO, PO Box 137095, Parnell, Auckland 1151, fax 09 379 8471. REAL ITO will send your assessment for you to commence. A GST receipted invoice will be provided.

RPL 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 RPL applicant**”).
Applicant 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 RPL applicant has completed the training enrolment form (“the Enrolment Form”) which forms the basis of this RPL Agreement.
4. REAL ITO has developed the terms for the assessment of RPL applicants for the assessment of the qualification selected in the Enrolment Form (“the Qualification”). The details of that assessment is set on the REAL ITO website (“the Assessment”). REAL ITO is not involved with the delivery of the training.
5. The Employer/Agent and RPL applicant have requested the assessment be provided by REAL ITO to the RPL applicant to enable the RPL applicant to obtain the Qualification.
6. This RPL Agreement does not alter the terms and conditions of the employment agreement/contract between the Employer/Agent and the RPL applicant.

AGREEMENT

7. Term and termination

7.1 This RPL Agreement is for a term of _____ months. This RPL Agreement will commence on _____ and will terminate on _____ (“the expiry date”)

unless terminated in accordance with the following:

- a. immediately upon the RPL applicant gaining all the unit standards for the Qualification;
- b. immediately upon the RPL applicant ceasing to be employed/engaged by the Employer/Agent for whatever reason unless the agreement is assigned pursuant to clause 12.2;
- c. if in REAL ITO’s discretion the RPL applicant has failed to achieve the requirements of the RPL process, in which case REAL ITO will provide the RPL applicant and Employer/Agent at least 7 days’ written notice of termination;
- d. if the Employer/Agent and/or RPL applicant fails to pay the fees pursuant to clause 11.1, in which case REAL ITO will provide the RPL applicant and Employer/Agent at least 7 days’ written notice of termination;
- e. by REAL ITO giving the Employer/Agent and RPL applicant at least 20 days’ written notice of termination.

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

8. Obligations of REAL ITO

8.1 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.

9. Obligations of the Employer/Agent

9.1 The Employer/Agent will:

- a. Notify REAL ITO in writing within five business days of the RPL applicant ceasing to be employed/engaged by the Employer/Agent;
- b. Ensure that it keeps and retains records of all training undertaken by, and assessment results for, the RPL applicant pursuant to this Agreement;
- c. Provide appropriate training to the RPL applicant 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 RPL applicant to download assessment objectives, guidelines and support material.

10. Obligations of the RPL applicant

10.1 The RPL applicant 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 RPL applicant; and
- b. Provide to REAL ITO all relevant information including the RPL applicant's NZQA record of learning number (if applicable), contact information and residency/citizenship status.

11. Fees

- 11.1 The Employer/Agent and the RPL applicant 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.
- 11.2 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 11.1 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.
- 11.3 The Employer/Agent and/or RPL applicant 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.

12. Assistance

12.1 The Employer/Agent or RPL applicant 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.

13. General

- 13.1 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.
- 13.2 This Agreement is not transferable or assignable unless any new Employer/Agent and the RPL applicant 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.

14. Privacy Act

14.1 The RPL applicant authorises REAL ITO, its staff and its agents to collect and hold information relevant to this RPL Agreement and distribute such information as is necessary to facilitate the management of the RPL applicant'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.

14.2 The RPL applicant undertakes to advise REAL ITO if his/her personal information is incorrect or changes.

14.3 REAL ITO undertakes to hold the RPL applicant's personal information securely.



Authorised signatory of REAL ITO

Date:

Authorised signatory of the Employer/Agent

Date:

The RPL applicant

Date: