



MAORI IN BEAUTY

Terms and Conditions (pursuant to the Education and Training Act 2020)

1. Object

1.1 This training agreement ("TA") sets out the obligations of the Trainee and the Trainer ("Trainer"). It forms part of the agreement between the 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 modules leading to a prescribed qualification or programme.

2. Term

2.1 This TA begins the date the TA is registered by Maori In Beauty's or when the programme commences, whichever is the earlier, but will not be effected until the TA is registered by Maori In Beauty's. The TA will end on the date the Trainee completes their relevant qualification unless terminated earlier in accordance with clause 6 of the TA ("Term").

3. The Trainer's Obligations

3.1 The Trainer Agrees to:

- a. Ensure that no other government funding or subsidies are received in relation to the Programme.
- b. Facilitates, 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 other training courses and providing learning support to meet the identified literacy, language, digital or numeracy gaps. (if required) and health and safety requirements.
- c. During training ensure that a Trainee is monitored by a Trainer that meets industry standards and that the Trainee holds a current license/qualification, where applicable, during the programme.
- d. Ensures that any on-job assessment is carried out by Maori In Beauty registered or contract workplace assessor/educators.
- e. Where relevant notify the appropriate person/s when the Trainee's supervisor changes.
- f. Read and understand Maori In Beauty's appeals process, reassessment charges, withdrawals and refunds policy as set out below in sections 7 and 8.
- g. Have, and implement, a fit-for-purpose health and safety management system which includes;
 - ii. Making Trainee's aware of their Trainer's health and safety policies and processes and Trainee's responsibilities under health and safety policies and processes.
 - iii. Making sure Trainee's wear personal protective equipment while attending any training or carrying out assessment tasks under this TA.



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- iv. Making sure Trainee's receive a health and safety induction when attending training and assessment at a providers 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 assessors/educator.
- vi. Making sure the Trainee understands and specific safety requirements as met by the training provider and assessor/educator during training and assessments.

4. The Trainee's Obligations

4.1 The Trainee agrees to:

- a. Achieve the required number of modules per training, as agreed in the programme.
- b. Pay the required fees to Maori In Beauty's in the attached QPS by the due date.
- c. Complete the programme within the required time.
- d. Pay Maori In Beauty back for all costs, expenses and/or losses, (including but not limited to legal and collection costs) sustained by Maori In Beauty's in recovering the payment of fees.
- e. Complete and initial Maori In Beauty's 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.
- f. 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.
- g. Follow any specific safety related instructions from Maori In Beauty's providers and or Assessors/educators during training and assessment.
- h. Take reasonable care of their own health and safety.
- i. Take reasonable care that their actions do not affect anyone else during training and assessment.
- j. Attend and required training.
- k. Notify Maori In Beauty immediately where:
 - i. She/He enrolls with any other transition industry training organisation at any time during the course of the TA.
 - ii. Her/His immigration status changes.
 - iii. Her/His employment work agreement ceases.
 - iv. Her/His contract changes.



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5 Maori In Beauty

5.1 Maori In Beauty will:

- a. Recognise this TA provided that the Trainer and Trainee meet, and continue to meet, their respective obligations under this TA.
- b. Process any assessment results sent to Maori In Beauty and forward results to the Trainee.
- c. Be available to assist the Trainer and/or the Trainee on matters related to this TA and/or the Programme.
- d. As far as reasonably practicable, consult, cooperate, and coordinate training and assessment activities with its providers, assessors, Trainers and Trainees, so all can meet their joint health and safety responsibilities under this TA and the Health & Safety at Work Act (2015) ('Act).
- e. Provide relevant guidance and information on health and safety matters when arranging training and assessment under this TA.
- f. 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 agreement between the Trainee and the Trainer. Termination of the employment agreement will automatically result in termination of this TA.

6.2 This TA will also cease if:

- a. If the Trainee does not achieve in accordance with the Programme.
- b. If Maori In Beauty becomes aware that the Trainer or the Trainee is unable to fulfil their training responsibilities under the Programme.
- c. The Trainee twice declines or fails to enrol in an off job training course (if required) as directed without acceptable justification .Maori In Beauty has sole discretion over accepting any justification.
- d. fraudulent assessment results are submitted to Maori In Beauty by the Trainee or the Trainer.
- e. the Trainee or Trainer fails to pay any required fees.
- f. Maori In Beauty does not receive sufficient funding to support continued training of the Trainee Student trainer.



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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 (website) and explains how you can access and correct your personal information at any time.

7.2 Maori In Beauty has an assessment appeal process that is transparent and readily available to Trainees. If a Trainee wishes to appeal an assessment decision, contact Maori In Beauty via email - Info@maoriinbeauty.com 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 reassessments may incur fees. Such fees and the further information required will be notified to you at the time of your request for re-assessment.

7.3 The TA may only be varied by agreement in writing between the Trainer, the Trainee and Maori In Beauty.

7.4 The Trainer and the Trainee agree that they may not assign or sub-contract their obligations under this TA except with the prior written consent of Maori In Beauty.

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

7.6 Any funding support Maori In Beauty provides under this Training Agreement is dependent on Maori In Beauty receiving Tertiary Education Commission funding.

7.7 Maori In Beauty 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.

7.8 Withdrawals 8.1 Applications for withdrawals must be made in writing to Maori In Beauty, at info@maoriinbeauty.com. The following rules apply to withdrawals:



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8. Withdrawals

8.1 Applications for withdrawals must be made in writing to Maori In Beauty. The following rules apply to withdrawals:

Date of withdrawal (received by Maori In Beauty)	Refund of Fees	Admin Fee	Effect on record of learning/certificate of completion
Within 30 days of the Trainee commencement of training. Non-attendance of Live Workshop and NO Training Evidence submitted.	Partial refund. You will be allowed all funds except the NRD. The Non-refundable deposit (NRD is kept by Maori In Beauty to cover loss of profit)	\$100	we will not seek legal if all training materials are returned to Maori In Beauty.
After 30 days Maori In Beauty has given access to training to the Trainee	No refund	Nil	Your record of learning will state "withdrawn"

- Recognise this TA provided that the Trainer and Trainee meet, and continue to meet, their respective obligations under this TA.
- Process any modules results sent to Maori In Beauty and forward results to the Trainee and or employer.
- Be available to assist the Trainer 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/educators, Trainers 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 it's contractor's activities to ensure all providers and assessors/educators fulfil their responsibilities under the Act.