

Terms and Conditions

This document outlines the terms and conditions of your Training Agreement with Te Pūkenga – New Zealand Institute of Skills and Technology, trading as Primary ITO (Primary ITO).

Please keep this document as it constitutes part of your Training Agreement.

Your Training Agreement

The Training Agreement is a legal document signed by your Employer, a Primary ITO staff member, and yourself.

1. You have agreed to learn the skills required for the job and participate in the training and assessment for the programme by applying yourself consistently and learning to the best of your ability.
2. Your employer has agreed to provide training at work, and to allow you to attend off job training or to study by distance. Your employer has also agreed to make time available for formal assessment of your skills.
3. Your Primary ITO contact has committed to facilitate your training, to provide you with learning resources relevant to the programme and to support you and your employer.

Your workplace and personal contact details Always keep your contact details, including your workplace, up to date. We need your physical address to locate you for training arrangements and services. This is where your resources, all correspondence and your certificate will be sent to. Let your Primary ITO contact know about changes or call 0800 20 80 20 to update your information.

Work Visas

If you are working in New Zealand on a visa, we will check your eligibility and that you can complete your programme before your visa expires. If your training on that programme takes longer than the expected duration of the programme and your visa expires, your Training Agreement will be put on hold until we receive confirmation of an updated work visa - talk to your Primary ITO contact.

Programme completion

Your programme will be completed when all requirements have been met. On completion, you will receive your New Zealand Certificate. If you are an Apprentice, you will graduate at Level 4 and your apprenticeship programme may also include a Level 3 New Zealand Certificate. If you complete a micro-credential programme, you will receive a certificate from Primary ITO.

Health and safety

Your employer is required to comply with the Health and Safety at Work Act 2015, have adequate health and safety procedures and policies in place in the workplace, and to tell you about them.

Your employer is also responsible for ensuring that any Primary ITO staff member entering the workplace are advised of any health and safety hazards or concerns and are aware of the employer's health and safety practices and procedures.

NZ Apprenticeships

If you are an Apprentice, you and your employer have committed to a training journey of at least 2 years. Primary ITO will support you, with regular visits and goal setting. More information on the obligations of all parties to the Training Agreement is set out in the Code of Good Practice for New Zealand Apprenticeships.



Your Learner or Apprentice status

To train with Primary ITO you must remain employed in a primary sector industry.

- If you are a self-employed contractor you must have someone that is able to act in the role of an employer to provide support/mentoring to you for the duration of your training.
- If you are a volunteer, you must be in an arrangement in the nature of employment with your host non-profit organization.
- We will need to confirm your eligibility for funded training.
- If you are an Apprentice, you need to stay employed in the occupation for which you are training.

If your job/role changes, your employer changes, or you leave work – get in touch with us as soon as you can! You may be able to change your programme or transfer your Training Agreement to a new employer.

Fees and how to pay

Your Training Agreement or Enrolment Form specifies the programme fees. Invoices are issued to the person who has agreed to pay the fees, as specified in the Training Agreement or Enrolment form

Direct debit: Complete a direct debit authority (available from your Primary ITO contact). A one-off \$50.00 administration fee is payable in addition to programme fees.

Internet banking: Westpac 03-0826-0168926-001. Complete the fields as follows: Particulars – Company name or first name, Code – Last name, Reference – Primary ITO invoice number.

Card payments: Please call 0800 20 80 20 if you would like to pay by credit or store card such as Farmlands Card/CRT Card/Ruralco Card (previously called ATS)

If you are paying the fees and receive a final reminder letter from us for an overdue account you must pay the amount owing within 7 days from the date of our letter, or debt recovery action may be taken.

Withdrawals

If you withdraw from a programme, you may be eligible for a partial credit or fee refund, provided Primary ITO has received a written withdrawal request. The amount that will be credited or refunded depends on when the request is received (see withdrawal refund eligibility below).

You can withdraw from your programme if your personal circumstances change. Please talk to your Primary ITO contact about your reasons. There may be a way we can help you continue, or we can put your training on hold for a while.

Cancellations

Primary ITO reserves the right to cancel programmes on offer. If a programme is cancelled, fees will be refunded in full or transferred to another programme.

Transfers

Your Primary ITO contact may recommend that you transfer from one programme to another. Fees may be transferred for an approved programme transfer.

Withdrawal Refund Eligibility

If you withdraw in the first 60 days of the date of your invoice a refund/credit note will be made to the person the invoice was issued:

Within 30 days of the date of your invoice: total invoice amount less \$50 administrative fee.

Between 31 and 60 days from the date of your invoice: 50% of the invoice amount less \$50 administrative fee.
Over 60 days from the date of your invoice: no refund or credit note will apply.

Support services

Primary ITO offers mentoring, dyslexia, and literacy and numeracy support. Primary ITO staff are here to support you. Call us: 0800 20 80 20 or email: literacy.numeracy@primaryito.ac.nz

Te Kawa Maiororo

Te Kawa Maiororo is the educational regulatory framework of Te Pūkenga – New Zealand Institute of Skills and Technology and addresses various matters that affect learners such as enrolment, assessment, complaints and graduation. Te Kawa Maiororo can be accessed through our website and can currently be located [here](#)

You acknowledge and agree that Te Kawa Maiororo (including any updates that are made to it) apply to you and that you will comply with it. However, where there is any inconsistency between the terms of your Training Agreement and Te Kawa Maiororo, then the terms of your Training Agreement will apply to the extent of that inconsistency.

Academic Integrity

Primary ITO expects you to demonstrate academic integrity in all aspects of your course work while you learn with us. This means your course work, assessments, assignments and evidence portfolios must be your own original work.

Copying of sentences, paragraphs, photographs or any work that is not your own and/or has been obtained from another person or source, such as the internet, is considered academic misconduct. All instances of alleged academic misconduct will be investigated and if proven, could result in cancellation of this agreement.

Privacy statement

Primary ITO cares about your personal information and complies with the Privacy Act 2020 and the Education and Training Act 2020.

You and your employer agree to provide information required by your Training Agreement and such other personal information contained in your programme work, correspondence, assessments, results, evaluations, and surveys. Primary ITO may receive personal information about you from third parties, such as New Zealand Qualifications Authority, Immigration New Zealand, Workforce Development Councils or other government agencies as part of your training. Any personal information will be collected for the purposes of training and will be securely stored.

You agree that Primary ITO may share information collected on the Training Agreement with external organisations for the following purposes:

- Assessment
- Recording achievement
- National Student Index
- Research
- Statistical and reporting
- Confirming achievement
- Visa View database
- Graduation invitations

Storage

Primary ITO holds your personal data securely in the learner management system; this will include your programme enrolment, finance records, and assessment results.

Results

You agree that Primary ITO may share, or the employer may be provided with, access to information about your participation, progress and assessment results.

Literacy and Numeracy Assessment

When requested, you agree to undertake literacy and numeracy assessments as arranged by Primary ITO using the Literacy and Numeracy Assessment for Adults online tool as developed by the Tertiary Education Commission (TEC). Information from this assessment will only be disclosed to Primary ITO, TEC, your employer and training providers or mentors as necessary to provide assistance and support.

Marketing

Your personal details may be used in our publications to celebrate graduation and other successes.

Learner work

Evidence portfolios, electronic or printed work/ workbooks, photos of your workplace and any other work provided for assessment will be used only for assessment and moderation either manually or electronically. Samples may be held by Primary ITO or a training provider for moderation purposes for up to five years before secure disposal.

Fees Free or other government support schemes

If you are eligible to receive fees free or Free Trades Training, your employer is eligible for the Apprenticeship Fund or any other government support schemes, you agree to sharing your information with the Tertiary Education Commission who may share this information with the Ministry of Education, the Ministry of Social Development (Studylink), and Inland Revenue to help operationalise fees free education.

Term and Termination

Your agreement commences on the date all three parties sign the Training Agreement and will terminate:

- Upon you ceasing to be employed by your employer for whatever reason; or
- By any party giving written notice to Primary ITO; or
- Where you fail to consistently progress in your programme and have been disengaged in your programme; or
- Upon notice from Primary ITO where there has been a material change to the funding arrangements of Primary ITO; or where you or your employer breaches a term of the Training Agreement; or otherwise in accordance with this Agreement.

Our terms and conditions are subject to change. The terms and conditions which are current at the time of signing the Training Agreement or Enrolment Form will be applied to this enrolment.

Effective from 7 June 2024



Primary ITO



Te Pūkenga