



# HITO Training Agreement

## Terms and Conditions

If you are a trainee or an employer, when you sign up to a training agreement with HITO, you agree to abide by the terms and conditions listed below. Any changes to the terms and conditions will be advised to you in the email address you provide to HITO 30 days before the changes take effect.

### 1 Provisions

- a. The provisions of the NZ Hair and Beauty Industry Training Organisation Inc. - Training Requirements dated 1 January 2010 and any amendments to those Requirements ("Training Requirements") are incorporated into and form part of the Training Agreement ("Agreement").
- b. A copy of the Requirements can be viewed at <http://www.hito.org.nz/about-us/terms/>

### 2 Term

- a. The Agreement will commence on the date the Agreement is signed by the Trainee, Employer, and HITO ("Parties") and end on the date the Trainee gains their relevant qualification unless terminated in accordance with Clause 5.3 or Clause 5.4 ("Term").

### 3 Trainee Obligations

The Trainee shall, to the best of their ability, learn the skills of the industry as set down in the Training Requirements, and shall be responsible for:

- a. Taking all reasonable steps to acquire the knowledge and skills of the industry.
- b. Enrolling for assessments and attending all off-job training if directed. A fee will be charged for missed off-job training days if the absence was due to the actions of the Trainee and no reasonable explanation is provided to HITO.
- c. Keeping an up to date training record book in good order at the place of employment if applicable.
- d. Ensuring that units are completed in the year that they are delivered.
- e. Ensuring a minimum of ten (10) credits are achieved per year.
- f. Paying the required fees to HITO by the due date. Please note all costs in relation to collection of overdue accounts will be added to your account.
- g. Ensuring you have internet access to complete assignments and access training resources.
- h. Ensuring you meet any prerequisites for the training programme.
- i. Completing the programme within the required time frame.
- j. Signing and returning the training agreement and direct debit form to HITO within 7 days.

### 4 Employer Obligations

The Employer shall provide training to the Trainee in accordance with the Training Requirements, and will be responsible for:

- a. Ensuring the Trainee meets the necessary entry requirements to be a Trainee under the Agreement.
- b. Training/ instructing and providing access to training where services are not performed within the workplace. Supporting the Trainee to be trained and instructed to become a competent person in the industry.
- c. Inspecting and signing the training record book regularly where this document is applicable.
- d. Releasing a Trainee to attend off-job training courses if directed by HITO. A fee will be charged to the Employer for missed off-job training days of the Trainee if the absence was due to the actions of the Employer and no reasonable explanation is provided to HITO.
- e. Notifying HITO of the termination of the employment agreement between the Parties (resulting in termination of the Agreement) within 14 days of such termination.
- f. Paying the required fees to HITO by the due date. Please note all costs in relation to collection of overdue accounts will be added to your account.
- g. The Employer shall, within 7 days of signing the Agreement, forward the original document to HITO, for registration.

#### By signing the Agreement, the Employer agrees that the business

- has all of the necessary tools, equipment and/or resources,
- can provide access for training for units that are not done in salon and/or the trainer is not qualified to train,
- can ensure the trainee can be trained to industry standards, and
- has a qualified person available to supervise and train the trainee. Note: HITO recommends a minimum of 2 hours formal training per week in the workplace by the trainer.

HITO may audit the employer party to this Agreement on occasion to confirm they meet these requirements.

### 5 Agreement Requirements

- a. The Agreement forms part of the employment arrangements between the Parties and should be read in conjunction with the employment agreement entered into between the Parties.
- b. The term of the employment agreement of which the Agreement forms a part shall be no less than the Term of the Agreement.
- c. The Agreement may be terminated in accordance with the provisions of the employment agreement between the Parties. Termination of the employment agreement will automatically result in termination of the Agreement.
- d. The Agreement may be terminated by HITO, by providing 4 weeks' written notice:
  - i. if the Trainee does not achieve a minimum of ten (10) credits per year of the Term; or
  - ii. upon non-payment of the fees specified in the Agreement payable by the Trainee or the Employer; or
  - iii. where HITO does not receive sufficient funding to support continued training of the Trainee.
- e. All HITO fees are non-refundable.



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### 6 Disputes

- a. Any dispute between the Parties relating to the question of whether a Trainee has satisfactorily demonstrated competence in the skills required in the training programme, or satisfactorily met the requirements for the completion of a level of training, shall be determined by HITO, which may appoint an independent assessor for the purposes of assessing a Trainee's competence.
- b. Any other dispute between the Parties relating to the training relationship or the Agreement shall be referred to HITO to determine.

### 7 Privacy & Collected Information

- a. The Parties declare that the particulars given in the Agreement are correct and authorise HITO to collect information from, and/or exchange information with the Tertiary Education Organisation (TEC), Industry Training Organisation (ITO) or other relevant Government Agency (e.g. the New Zealand Qualifications Authority (NZQA)).
- b. Trainees authorise HITO to share information, where applicable, with your employer and any Private Training Organisations, you enrol with during this Agreement. The information shared may include, but is not limited to, your Record of Learning/Record of Achievement, and Literacy and Numeracy Assessment reports. Please refer to the [Privacy Act 1993](#) for further guidance in this area.
- c. For more information about HITO Privacy Policy go to <http://www.hito.org.nz/privacy-policy/>

### 8 Seeking Advice

- a. HITO recommends that trainees under 18 years of age seek independent advice before entering into this training agreement or any employment agreement.

### 9 Miscellaneous

- a. The Trainee and Employer understand that the Agreement is subject to approval and registration by HITO. The Agreement will not have effect until it is approved and registered.
- b. The Trainee confirms that he/she has provided the necessary documentation to the Employer confirming their eligibility to undertake training.
- c. The Parties have a "cooling-off" period of 5 working days, after the signed date of the Agreement, during which the Parties can cancel the Agreement.
- d. The Parties agree that they may not assign or sub-contract their obligations under the Agreement except with the prior written consent of HITO.
- e. The Agreement may only be varied by agreement in writing between the Parties and HITO.
- f. The Agreement replaces all previous written or oral agreements or understandings between the Parties about the subject matter of the Agreement, excluding the employment agreement between the Parties.
- g. The Agreement will be construed in accordance with and governed by the laws of New Zealand. The Parties agree to submit to the exclusive jurisdiction of the courts of New Zealand.
- h. HITO apprentices to pay \$1586 per year to cover all regular fees (Hairdressing/Beauty/Barbering)
  - i. Fees outside regular fees include: more than two transfers, missed off-job training days where the trainee is at fault, extra assessments needed due to fault of the trainee (trainees may resit one element of their final assessment for free), and assessment appeals. Trainees will be charged for these expenses as and when they are incurred. If the employer is at fault for the missed off-job training or assessment, the employer will be charged.
  - ii. Dishonoured payments will incur a dishonour fee of \$14.95.