

TERMS AND CONDITIONS

Payment of Fees/Trust Account

This is a fee-paying programme. Fees are invoiced and payable annually, invoiced on sign-up anniversary date, and there are various payment options. Learners may be eligible under Fees Free funding; we will check this on the learner's behalf.

Fees are due prior to the learner starting their apprenticeship. All monies are banked into The New Zealand Public Trust Limited who administer the fees as per the legislative requirement of the Education and Training Act 2020. Should payment for the apprenticeship not be received by the fourth week of the apprenticeship, then the learner will be liable for any legal or collection costs incurred.

Learners paying by online banking, please make payable to: Public Trust Ltd. For direct, please pay:

Trust Account Name:	Public Trust
Bank: and Branch	BNZ North End Branch, Wellington
Account Number	02-0536-0305865-01
Particulars	Firstname Lastname
Reference:	Learner ID
Code	CLI00368833

Admission & Acceptance

All applicants will need to meet the eligibility criteria of an apprenticeship.

Builders Academy New Zealand may suspend or withdraw enrolment where false information has been supplied or required information not supplied by the due date.

Award of Qualification

The registered PTE the learner is enrolling with is Builders Academy New Zealand, Provider Code 9436, and we will be awarding the qualification.

Refund and Cancellation Policy

The following withdrawal and refund policy applies to the learner's apprenticeship fees paid as per the Education and Training Act 2020:

1. Learners enrolled for an apprenticeship may withdraw from the apprenticeship from enrolment, and up to seven days after the first day of commencement, the

learner is entitled to a refund of all payments made, less \$500 or 10% of any amount paid, whichever is the lesser amount.

2. Notices of withdrawal from an apprenticeship must be made in writing.
3. No refunds will be considered seven days after the first day of the apprenticeship commencement.

Course Content

Builders Academy New Zealand reserves the right to alter an apprenticeship if necessary. It is not liable to any apprentice if contracted services cannot be provided for any reason, such as withdrawal of agreement from any company, any marketing material, political unrest in a country, strikes, price increases from suppliers etc. There is no refund for any part of the course not provided or undertaken for whatever reason.

Credit Transfer

Builders Academy New Zealand has a policy of recognising the transfer of credits from other New Zealand training establishments to us, including already completed unit standard included in the apprenticeship.

Recognition of Prior Learning

Builders Academy New Zealand has a policy for recognising credit for prior learning. A form can be requested for this and will be processed for no additional cost.

Complaints Procedures

Where a learner has a concern relating to their training experience with us, it should be raised with their Workplace Apprenticeship Educator to see if the concern can be resolved. If the concern has not been resolved, it can be escalated as a formal complaint to management. When the formal complaint is received, management will advise the learner of the next steps of the process, and arrangements for meeting to discuss the complaint, and bringing a support person.

If the matter is still not resolved following Builders Academy New Zealand's internal process, then the complaint can be submitted to [the New Zealand Qualifications Authority](#) (NZQA).

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Financial and or Contractual disputes are managed through the [Student Contract Dispute Resolution Scheme](#) (DRS).

Literacy & Numeracy Obligations

We may require the learner to complete a literacy and numeracy skills assessment to establish their literacy and numeracy skills. This will establish what extra assistance may need to be put in place to get to the required level and how they are progressing. Skills may be re-assessed throughout the apprenticeship to measure whether enough gains have been made to support achievement of the qualification.

Technology

Learners will need a tablet or laptop, access to an internet connection and a device to take digital photographs to complete their theory work and provide evidence of practical tasks the learner has undertaken (this could be the tablet).

Fees Free Eligibility

To qualify as a domestic student and to be entitled to the Government tuition subsidy (fees free), learners must be a citizen of New Zealand (including students from the Cook Islands, Tokelau, or Niue who have New Zealand citizenship) or a permanent resident of New Zealand or a citizen or permanent resident of Australia residing in New Zealand.

Enrolment Eligibility Documentation

To qualify as a valid domestic enrolment, learners must provide one of the following for their eligibility and identify to be verified:

- Ministry of Education verified National Student Number (NSN), confirming New Zealand citizenship status, and all enrolment data fields matching their unique NSN.
- Birth certificate with place of birth stated as New Zealand, Cook Islands, Tokelau, or Niue.
- New Zealand passport.
- A statement of Whakapapa, including date of birth, countersigned by a kaumatua.
- A New Zealand certificate of citizenship.
- Passport with current residence visa/ email issued by Immigration New Zealand (INZ) confirming visa.
- Refugee certificate of identity from INZ.
- An Australian birth certificate (only valid if issued before 20 August 1986).

- An Australian passport.
- A passport with a current Australian Resident Return Visa issued by the Australian government.
- Documentation evidence for type of "other valid domestic enrolment" as listed on the [TEC website](#) under the Tertiary Education (Domestic Students) Notice 2024.

If the learner is using their unique NSN this will be verified by Builders Academy New Zealand.

If the learner does not have an NSN, they will need to bring original documentation to the enrolment meeting for verification.

Alternatively, the learner may provide a certified copy (a certified copy is a photocopy, photograph or scanned copy that has been endorsed as a true copy of the original by a person authorised by law to take statutory declarations in the applicant's country or in New Zealand. i.e.: a lawyer, notary public, Justice of the Peace, court official.).

Liquidation

In the event of Builders Academy New Zealand going into liquidation, Builders Academy New Zealand will be holding the unused portion of the course for which the learner has paid in trust. Builders Academy New Zealand will actively try and place learners with other providers and negotiate a reduced cost for the balance of any training.

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LEARNER DECLARATION

Privacy

Builders Academy New Zealand collects and stores information from this form to:

- Manage the business of the Institute (including internal reporting, administrative processes and selection of scholarship and prize winners).
- Comply with the requirements of the Education and Training Act 2020 and other legislation relating to maintenance of records and accountability for public funding.
- Supply information to government agencies, other parties and organisations as set out below.

By completing and submitting the Training Agreement Form you authorise and consent to the disclosure your personal information on the understanding that Builders Academy New Zealand will comply with the legal requirements in relation to the use and disclosure of personal information, as set out in the Privacy Act 2020, the Education and Training Act 2020 and other relevant legislation. You are entitled to see any information that Builders Academy New Zealand holds about you and request to correct any errors in that information. To do so, contact your Workplace Apprenticeship Educator.

NB: The Privacy Act 2020 has the stated aim of protecting the privacy of individuals. It also governs the collection, use, storage and disclosure of personal information. The Privacy Act requires the Builders Academy New Zealand to collect, hold, handle, use and disclose personal information in accordance with the [twelve information privacy principles in the Act](#).

Supply of Information to Government Agencies, Other Parties and Organisations

Builders Academy New Zealand supplies data collected on your Training Agreement Form to government agencies, including:

- The Ministry of Education.
- The New Zealand Qualifications Authority.
- The Tertiary Education Commission.
- Immigration New Zealand and the Ministry of Business, Innovation and Employment (for those who are not New

Zealand citizens or permanent residents).

Those agencies use the data collected from tertiary education organisations to:

- Administer the tertiary education system, including allocating funding.
- Develop policy advice for government.
- Conduct statistical analysis and research.

Your personal details (name, date of birth and residency) as entered on your Training Agreement Form will be included in the National Student Index and may be used in an authorised information matching programme with the New Zealand Birth Register.

The government agencies above may supply data collected on your Training Agreement Form to Statistics New Zealand for the purposes of integrating data with data collected by other government agencies, subject to the provisions of the Statistics Act 2022. Integrated data is used for the production of official statistics, to inform policy advice to government and for research purposes.

In handling data supplied by you on your Training Agreement Form, the government agencies are required to comply with the provisions of the Privacy Act 2020.

When required by law, Builders Academy New Zealand releases information to government agencies such as the New Zealand Police, Department of Justice, Ministry of Social Development, and the Accident Compensation Corporation (ACC).

Information collected on this form may be supplied to other educational organisations for the purpose of verifying academic records.

Where requested Builders Academy New Zealand will provide statistical information to iwi (Māori tribes) for research purposes. This information may be used to track the participation and success of Māori learners and to inform iwi-led initiatives aimed at improving educational outcomes for Māori learners.

All Tertiary providers in New Zealand are bound by the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021 (The Code) Builders Academy New Zealand may be required to contact your emergency contact) your or anyone that you've nominated to act on

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your behalf where we have concerns regarding your wellbeing and safety, or, where you are under 18-year-old, disclose information in order to ensure your welfare and learning needs are supported.

Media – By completing and submitting your Training Agreement Form you consent to BANZ using photographs and/or video images taken of you for the purpose of marketing and media during and after my enrolment where required for business purposes such as publication, promotion, news or events.

Identity – by supplying a verified National Student Number on this training agreement for identification purposes, you are deemed to have declared that you are the legitimate owner of the claimed identity.

Fees – By completing a training agreement and agreeing to these terms and conditions, you

undertake to pay all fees as they become due, and to meet any late fees and collection charges associated with debt recovery. Builders Academy New Zealand policy on withdrawal and refund of fees are outlined on this form.

Rules – By completing and submitting your Training Agreement Form you undertake to comply with the published rules and policies of Builders Academy New Zealand with regard to academic integrity and progress, conduct and use of information systems of the Apprentice Journey Guide linked to the Training Agreement Form, and the terms and conditions.

Terms & Conditions Declaration

In submitting your Training Agreement Form and declaration, it is declared that to the best of your knowledge all the information supplied on, and with, the submitted Training Agreement Form is true and complete, you have agreed to abide by these Terms & Conditions.

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APPRENTICESHIP TRAINING AGREEMENT – ALL PARTIES

The Employer agrees to:

- Ensure the apprentice has an Employment Agreement that will be in force for no shorter duration than the length of this Training Agreement.
- Ensure that no other relevant Government funding or subsidies are received concerning this programme that could be seen as "double dipping."
- Facilitate and actively encourage the apprentice's participation in all training and assessment activities required. This includes releasing the apprentice for agreed off-site training activities as identified in the Site Visit Report.
- During practical training, ensure the apprentice is taught by a carpenter who can deliver training in the accepted practices that meet building regulations and Codes of Practice requirements.
- Provide or link the apprentice to the learning support necessary to help the apprentice complete the programme.
- Provide staff who can act in the capacity of workplace verifiers.
- Review progress regularly with the Builders Academy Workplace Apprenticeship Educator and the apprentice.
- Provide health and safety induction training and site-specific safety briefings for the Builders Academy Workplace Apprenticeship Educator.
- Advise Builders Academy New Zealand if:
 - The apprentice signs with any other training organisation during the programme.
 - The apprentice's employment ceases.
 - The apprentice's immigration status changes.
 - The business is sold.

Builders Academy New Zealand agrees to:

- Builders Academy intends to visit approximately every 6 to 7 weeks, subject to apprentice and employer agreement and availability, that best suits the learning environment (workplace). Appointments cancelled at short notice will be accommodated to the best of Builders Academy's ability but may lead to a disrupted visit cycle.
- Ensure that the apprentice meets all necessary entry criteria under this Training Agreement.

- Negotiate with the employer concerning the modes of training delivery and the responsibilities for each training element for individual apprentices and collate this in a Site Visit Report.
- Facilitate and actively manage the apprentice's participation in all training and assessment activities required.
- Undertake all assessment activities, liaise with the employer's nominated workplace verifiers, and collate all supplementary evidence required to support assessment decisions.
- Advise and support the employer by providing the learning support necessary to help the apprentice complete the programme.
- Review progress regularly in conjunction with the employer and the apprentice.
- Report assessment results.
- Assist the employer and the apprentice on matters relating to this Training Agreement and the programme.

The Apprentice agrees to:

- Take all reasonable steps to acquire the knowledge and skills identified in the Site Visit Report within the programme's timeframe.
- Support assessment by maintaining an Apprentice Work Record detailing activity undertaken each working day and link this with any supplementary evidence, such as photos taken to prove capability.
- Actively participate in all training and assessment activities required, including agreed off-site training activities or after hour night classes as identified in the Site Visit Report.
- Follow the direction of the Builders Academy Workplace Apprenticeship Educator in all matters relating to training and assessment.
- Be open to using learning support as deemed necessary to help with programme completion.
- Review progress regularly with the Builders Academy Workplace Apprenticeship Educator and the employer.
- Advise Builders Academy New Zealand if:
 - The apprentice signs with any other training organisation during the programme not arranged by Builders Academy New Zealand.
 - Their employment ceases.
 - Their immigration status changes.
 - Their contact details change.