

# Qualification by Experience Programme Agreement

## Terms and Conditions

If you are a trainee or an employer, when you sign up to a Programme 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 Services Industry Skills Board T/A HITO – Training Requirements dated 1 January 2026 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 <https://www.hito.org.nz/corporate-documents/>

### 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.a or Clause 5.b (“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. Ensuring that units are completed in the year that they are delivered.
- c. Ensure all assessments are completed and submitted by their designated due dates.
- d. 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.
- e. Ensuring you have internet access to complete assignments and access training resources.
- f. Ensuring you meet any prerequisites for the training programme.
- g. Complete the programme, including all required Units, within the specified timeframe(s).

### 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. Notifying HITO of the termination of the employment agreement between the Parties (resulting in termination of the Agreement) within 14 days of such termination.
- c. 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.

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

- has all of the necessary tools, equipment and/or resources, or will obtain equipment and tools necessary.
- 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

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

### 5 Agreement Requirements

- a. 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.
- b. The Agreement may be terminated by HITO, by providing 4 weeks' written notice:
  - 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.
  - iv. If the apprentice has not made sufficient progress in the programme to complete on schedule.
- c. All HITO fees are non-refundable.

### 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.

# Qualification by Experience Programme Agreement

## Terms and Conditions



### 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), Services Industry Skills Board T/A HITO 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, our Record of Learning/Record of Achievement, and Literacy and Numeracy Assessment reports. Please refer to the Privacy Act 2020 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 seek independent advice before entering into this training agreement or any employment agreement. Trainees under 18 will need a guardian to sign before entering into this agreement. Any agreement missing guardian signature will be void.

### 9 Fees

- a. All HITO fees are non-refundable.
- b. All HITO fees are in New Zealand dollars (NZD) and are inclusive of GST. Please note that prices are subject to change at any time.
- c. Trainees may be charged additional fees as and when they are incurred. A list of additional fees includes but not limited to, more than two transfers, registration of credits with NZQA, extra assessments needed due to fault of the trainee (trainees may retake one resit of their final assessment for free), and assessment appeals.
- d. HITO invoices are provided in advance of training commencing.
- e. Failure to pay course fees may result in added debt collection costs and may delay the completion of the course.

### 10 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 they have 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. Failure to pay invoices when due may impact on programme progression and sitting of assessments.
- i. Any materials provided to the employer or apprentice as part of this agreement are protected by copyright and for education purposes only. The Employer and Apprentice are granted non-transferable, non-exclusive license to use any materials provided solely for participation in the agreed HITO programme. Materials shall not be distributed, reproduced, or used for any other purpose without prior written consent of HITO