

EMPLOYER TRAINING AND PAYMENT AGREEMENT

(One Form to be completed for each Trainee)

This agreement is between the Registered Training Organisation (RTO) and the Employer. To be able to support your trainee it is imperative that your obligations and that of the Trainee are clearly understood.

Below we have described the terms and conditions of this Agreement. Please review with your Traxion Training Representative and sign where required.

Business Name:		ABN:		
Business Address:				
Postal Address:				
Primary Contact - Name:		Phone:		
Primary Contact - Email:				
Accounts Contact - Name:		Phone:		
Accounts Contact - Email:				
Trainee Name:				
Course Code & Name:				
Nominated Training Organisation: Traxion Training				
Training Delivery: <input checked="" type="checkbox"/> Blended <input checked="" type="checkbox"/> Workplace <input type="checkbox"/> Class Room <input checked="" type="checkbox"/> Distance				
Australian Government Incentive Structure and Payment Requirements				
Per Trainee*	Course Payments Due (must be completed)	Your Gov't Claims		
		Existing Employee	New Employee part-time	School-based Trainee
*All amounts are subject to eligibility, course progress and completion.				
Commencement Fee to Nominated RTO – due upon enrolment prior to training commencement	\$500.00	\$0	\$0	\$0
Monthly Training Progress Payments to Nominated RTO - due 15 th of each month from the month after the Government Traineeship Commencement date	\$ 200 x 5 monthly payments	\$0	\$0	\$1500 + \$750
Final training payment to Nominated RTO - due the earlier of: a) 6 months from Government Traineeship Commencement date or b) completion of study	Nil	\$1500	\$1500	\$0
Total Payment / Funding for Certificate	\$1500	\$1500	\$1500	\$4750 + \$750 if retained

*** Final payment reduces to \$500 if trainee is eligible for QLD state government funding

The employer acknowledges and agrees to the terms and conditions as contained in this Agreement:

Name: _____ Signature: _____ Date: _____

Position: _____

Name: _____ Signature: _____ Date: _____

Traxion Representative: _____

All documents mentioned in the below checklist are to be completed and returned to service@traxiontraining.com.au with 10 days of Traxion Training of receiving the "Traineeship Enrolment Email".

Traineeship/Apprenticeship Document Checklist	Please Tick
<u>Employer Checklist</u>	<input type="checkbox"/>
Student Eligibility & Enrolment Form	<input type="checkbox"/>
Employer Training & Payment Agreement	<input type="checkbox"/>
Debit Success Form (Payment Plan Option)	<input type="checkbox"/>
ETES form if required (school-based)	<input type="checkbox"/>
Employer Resources Assessment	<input type="checkbox"/>
Provide a copy of Listed supervisor(s) industry relevant qualification(s)	<input type="checkbox"/>
<u>Trainee Checklist</u>	<input type="checkbox"/>
Student Eligibility & Enrolment Form	<input type="checkbox"/>
Debit Success Form (Payment Plan Option)	<input type="checkbox"/>
ETES form if required (school-based)	<input type="checkbox"/>
Unique Student Identifier Number (USI)	<input type="checkbox"/>
Obtain copy of ID/Medicare/School Card	<input type="checkbox"/>
LLN and T&C's Completed	<input type="checkbox"/>
Signed Training Plan	<input type="checkbox"/>
Received Training Record Book	<input type="checkbox"/>
<u>Traxion Checklist</u>	<input type="checkbox"/>
SRTO Notification signed and returned to AAC	<input type="checkbox"/>
Student and employer sent "Traineeship Enrolment Email" sent	<input type="checkbox"/>
Eligibility & Enrolment Form	<input type="checkbox"/>
Obtain copy of ID/Medicare/School Card	<input type="checkbox"/>
Employer Training & Payment Agreement Form	<input type="checkbox"/>
Debit Success Form (if applicable)	<input type="checkbox"/>
QTIS Printout (if applicable)	<input type="checkbox"/>
DETConnect Screenshot	<input type="checkbox"/>
ETES form if required (school-based)	<input type="checkbox"/>
Unique Student Identifier Number (USI)	<input type="checkbox"/>
LLN and T&C's Completed	<input type="checkbox"/>
Invoiced for Student Contribution fees	<input type="checkbox"/>
Employer Resource Assessment Fully Completed	<input type="checkbox"/>
Copy of Listed supervisor(s) industry relevant qualification(s)	<input type="checkbox"/>
Training Plan Issued within 14 days of SRTO Acceptance Date and sent to Trainee and Employer for signing	<input type="checkbox"/>
If Change of SRTO, Training Plan Issued within 14 days of SRTO Acceptance Date and sent to Trainee and Employer for signing	<input type="checkbox"/>
Training Record Book within 14 days of Training Plan Start Date and sent to Trainee and Employer and to be finalised on completion of each unit	<input type="checkbox"/>

Traineeship Terms:

- Traineeships are for people employed on a permanent basis
- Trainees can be employed on a full or part-time basis, but must be permanently employed at least 15 hours per week
- Traineeships must be relevant to the trainees current job
- Trainees must have adequate supervision by someone on-site in the business either qualified in the field or able to perform duties of role.
- Trainees must be given time in their normal work hours to complete some of their training
- Trainees must document time spent doing training related activities or study

- The Trainee shall be obligated to notify the Nominated RTO of any change in their name and/or any other change in their details (including but not limited to, changes in their address, telephone number, email address or facsimile number) as soon as practicable.

Payment Arrangement between NOMINATED RTO and the Employer:

- The Commencement Fee, Monthly Progress and Final Training payments are to be paid to the Nominated RTO using the **Direct Debit Authority** provided by the Nominated RTO. The Direct Debit Authority is to be completed in full and provided to the Nominated RTO prior to enrolment of Trainee.
- Processing a Direct Debit to a Credit Card may attract a merchant fee - this fee will be added to your payment at the time of processing (please refer to specific the Nominated RTO's Direct Debit Authority).
- Payment of Commencement Fee (if applicable) will be Direct Debited within seven (7) days from the date that the Nominated RTO receives the signed Direct Debit Authority.
- The monthly training payments (x 10) to the Nominated RTO will be Direct Debited on the 15th of each month from one month from the government traineeship commencement date. For new employees ***the employer is entitled to at 6 months (180 days) from the government traineeship commencement date to make the first eligible funding claim to the government. Your nominated Australian Apprenticeship Centre (AAC) will generate and supply these forms to you.***
- The final training payment is due to the Nominated RTO at the earliest of either 11 months from the government traineeship commencement date of study, or upon completion of study - whichever comes first. ***Upon completion of study the employer is entitled to make their completion funding claim to the government. Your nominated AAC will send the claim form to you once the completion has been processed by all parties.***
- **The Direct Debit provider for the Nominated RTO** will act on behalf of the Nominated RTO for collection of any outstanding payments, and fees may apply. Your Customer information will be provided to The Direct Debit provider and your "personal information" (as that term is defined in the Privacy Act 1988 (Cth)) will only be used by the Direct Debit provider for collection of payment.
- The employer indemnifies the nominated RTO from all costs including legal or collection agency costs incurred by the RTO in obtaining payment on overdue invoices or defaults in payment. The employer also indemnifies the nominated RTO against any damages to the employer or trainee by the RTO exercising its right to suspend or terminate an enrolment where the employer is in default of payment.
- Time for payment shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.
- The Completion Certificate will not be issued until full Course Fees have been paid to the Nominated RTO.

Cancellation /Refund Policy between the Nominated RTO and the Employer:

- where a student contribution has been paid by the student, employer, or a third party the following refund policy will apply:
 - Full refund for enrolment cancellations prior to training commencement
 - Students who cancel their enrolment after their training program has commenced (ie after their materials have been received and their induction has been completed) will be entitled to a pro-rata refund based on commenced or completed units of competency. This will apply from the date that the student advises that they will not be continuing
 - Employers that have incurred additional charges beyond the student contribution may apply for a refund at the discretion of the CEO

In both circumstances above, discretion may be exercised by the Chief Executive Officer, if the student can demonstrate that extenuating or significant personal circumstance led to their withdrawal. In these cases, the student will be offered a full credit toward the tuition fee in another scheduled program in-lieu of a refund. Chief Executive Officer may also authorise a refund of tuition fees if the circumstances require it. Where refunds are approved, the refund payment must be paid to the student within 14 days from the time the student gave written notice to cancel their enrolment. Tuition refunds are to be paid via electronic funds transfer using the authorised bank account nominated by the student on the Refund Request Form.

- A Statement of Attainment will be issued for any units completed prior to withdrawing or deferment.

Nothing in this agreement is intended to have the effect of contracting out any applicable provisions of The Commonwealth Trade Practices Act 1974 (TPA) and Fair Trading Acts (FTA). The TPA or the FTA or any other applicable legislation in the States and Territories of Australia, except to the extent permitted by those Acts. Liability of the nominated Registered Training Organisation arising out of any alleged defect, shortage in quantity, error or omission, or failure to comply with the description or quote, whether implied into these terms and conditions or by the Trade Practices Act 1974 or howsoever arising, is limited to the following as determined by the Registered Training Organisation: the supplying of the Course again.