TRAINING AGREEMENT

This document represents an agreement made between:

**SJF Financial Planning Pty Ltd**
ACN: 60 601 934 525
ABN: 601 934 525
Trading as Innovative Education Australia

2B Orlando Street, Coffs Harbour, 2450
Phone: 0256158216
Fax 0266389291

And

**Employer Organisation Details:**
(From herein in this document, will be referred to as the ‘Employer’)

<table>
<thead>
<tr>
<th>Employer</th>
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<td>ABN</td>
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<td>Address</td>
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<td>Phone</td>
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**PURPOSE**

This Agreement provides a detailed framework for the training timeframes and the financial obligations between IEA PTY LTD and the Employer’s Organisation. Both parties are to sign the agreement indicating their endorsement of this document as a binding Agreement.

This Agreement is completed (or terminated) when the Apprentice/Trainee or fee-paying student has completed the program. Students are deemed completed when all Units of Competency relevant to the qualification are successfully competent and all outstanding fees as outlined in this agreement have been paid.
1.0 TERMS AND CONDITIONS

1.1 Agreement Provisions
The following terms and conditions represent the agreement between the employer and IEA Pty Ltd for the provision of your course.

1.2 By accepting the agreement the employer
i. agrees to pay all required fees associated with the course plus GST, if applicable; and
ii. acknowledge and accept the Schedule of Administrative Fees and the Schedule of Fees.

1.3 Upon receipt of the Course Fee, IEA agrees to:
   i. process all trainees/student applications for the relevant courses or programs;
   ii. allocate a trainer and assessor to provide training and assessment support throughout the course or program;
   iii. supply all trainees/students with initial course material and resources for their course;
   iv. provide access to learning and administrative support; and
   v. Grade all assessments.

1.4 Completion of the course or program
   On successful completion of all assessments and the full payment of the course fee, IEA will issue you appropriate certification for your course within 21 days of your trainer and assessor marking your last assessment competent. IEA reserves the right to withhold the issuance of the certification until such time when all course fees are paid in full.

1.5 Course changes IEA may make changes to your course
   IEA may make changes to the course, course materials and the IEA Student Policies and Procedures as reasonably required in accordance to ASQA and the Standards. IEA may also make reasonable changes to the Schedule of Administrative Fees and Schedule of Fees.

1.6 Payment Terms
   i. All fees and charges (where applicable) are due and payable within 21 days of Invoice.
   ii. IEA PTY LTD, reserves the right to take whatever action to redeem outstanding fees and charges, which includes commencement of legal proceedings and recovery collection costs.
   iii. If failure to pay any part of the course fee by the due date occurs, IEA reserves the right to:
      a. withhold provision of the course materials;
      b. withhold trainer and assessor support;
      c. withhold grading of assessments; and
      d. Withhold the certification or testamur.
      e. notify relevant credit agencies of your default.

1.7 Intellectual Property Rights
   IEA reserves the right to all the content of the course materials, including copyright and all other such intellectual property rights contained therein remain the property of IEA or a nominated third party. You may not reproduce any part of the course materials without the prior written consent of IEA.

1.8 Cancellation & Refund
   If a student or employee wish’s to terminate the studies before the completion of the course or program, they must notify IEA in writing by submitting a Cancellation Form. Refer to the Fees, Charges and Refunds Policy regarding refunds.
1.9 Course Deferral
In the event that you need to defer your course for a period of time, you will need to submit a Deferral Request form. Your course can only be deferred for a maximum period of three months, thereby extending the maximum duration of your course. No refund of Course Fees will apply and you will still be liable for all payments due under this Agreement.

1.10 Transfer terms
If you wish to transfer to another course offered by IEA or to another RTO:
   a. you will need to submit a Course Transfer Request Form within three months of the commencement of your course;
   b. IEA reserves the right to refuse a Course Transfer Request. If your Course Transfer Request is successful you will be required to pay a Transfer Fee as outlined in the Schedule of Administrative Fees;
   c. if the new course is of greater value than your current course, then you will need to pay the additional Course Fees to the value of the new course;
   d. If the new course is of lesser value than your current course then you will need to continue to pay your current Course fee.
   e. only one course transfer is permitted per enrolment;
   f. Please note that Course Fees will not be refunded as a result of a course transfer.
2.0 Payment Details

IEA offers a number of flexible payment options for employers to pay for the program. These options are outlined below, please read through the following and chose the best option for you by ticking a box.

☐ Option 1 - Pay as you go (Payment Plan)

Enter into a payment plan to pay off the course/program over a maximum of 12 months. Pay the initial non-refundable enrolment fee of $250.00 and then have the remainder of the fees deducted from your bank account or credit card weekly, fortnightly or monthly. If you chose this option of payment please refer to our Direct Debit Request form (payment plans incur a 7% administration fee schedule).

☐ Option 2 - Pay by instalment (Invoiced)

Pay for the course/program over ____ instalments, prior to or on commencement of your chosen course be invoiced the first instalment of $_______.

The next invoice instalment of $_______ will be due _____ weeks after commencement.

The next invoice instalment of $_______ will be due _____ weeks after commencement.

The completion invoice instalment of $__________ will be due when all units of competency have been deemed competent.

☐ Option 3 - Pay in full

Payment can be made by credit card or direct debit. IEA can accept a total fee in full prior to enrolment. IEA has a policy that address the requirements of Schedule 6 within the standards for RTO’s.
2.1 Payment Information

- If you have chosen to pay by Option 1 please indicate below how you would like to pay the enrolment fee of $250.00 by ticking a box and providing the relevant information.
- If you have chosen to pay by Option 3 please indicate below to pay by ticking a box and providing the relevant information.

☐ Pay by credit card

Credit card authorisation

Name on card: ______________________________________

As the cardholder named above, I authorise IEA Pty Ltd to debit an amount of $_______ as agreed on course fees as detailed on page 5 from the card provided below:

Card number: _________________________________

Expiry date: ___/___/______

Signature of card holder: ______________________

☐ Pay by direct deposit

IEA bank account details:

Innovative Education Australia
Branch No. (BSB) 637000
Account number 120766524

Please provide a copy of bank deposit receipt once payment has been made and enter your name as the reference when depositing the monies.

☐ Cheques are made payable to “IEA Pty Ltd.”

Please forward cheques to:

Innovative Education Australia
PO Box 1737, Coffs Harbour, NSW, 2450
## PAYMENT ADVICE

<table>
<thead>
<tr>
<th>Student Name</th>
<th>Course Name</th>
<th>Total Price</th>
<th>Notes</th>
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### Payment Schedules:

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<thead>
<tr>
<th>Payment condition</th>
<th>Amount Per/Person</th>
<th>Payment Stage</th>
<th>Total Fee Amount</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Enrolment Fee</td>
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<td>Due at commencement</td>
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<tr>
<td>Completion payment</td>
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<td>Due at course completion</td>
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**TOTAL PROGRAM FEE** $ 

I hereby acknowledge that ____________________________ (company) has agreed to accept this Training Agreement including the fees and charges as stated above, and to all the Terms and Conditions stated herein.

_______________________________________
Name (Employer)                      Date                     Signature

_______________________________________
Name (IEA Pty Ltd Representative)    Date                     Signature

Version: 1.0  Next Review Date: 1.6.15  Approved by: SF
### 4.0 Essential Information for the Training Contract Payment Agreement

<table>
<thead>
<tr>
<th>Employer's Trading Name:</th>
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<tbody>
<tr>
<td>Employer's Legal Name:</td>
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<td>Employer's Contact Name:</td>
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<tr>
<td>Employer's Contact Phone Number:</td>
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<td>Employer’s Contact Email Address:</td>
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<tr>
<td>Employer’s Accounts Contact Name:</td>
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<td>Employer’s Accounts Contact Phone Number:</td>
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<tr>
<td>Employer’s Accounts Email Address:</td>
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<tr>
<td>IEA Account Manager Name:</td>
<td></td>
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<tr>
<td>IEA Account Manager Contact Number:</td>
<td></td>
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<tr>
<td>IEA Account Manager Email Address:</td>
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<tr>
<td>Apprenticeship Service Used:</td>
<td>□ YES □ N/A</td>
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<tr>
<td>Name of Australian Apprenticeship Centre:</td>
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<td>Name of AAC representative:</td>
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<td>Notes:</td>
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5.0 Signatures and Declarations

5.1 Employer’s Declaration (Please tick the appropriate declaration that applies)

☐ (Fee for Service only)
  I understand and agree it is my responsibility to provide workplace tasks and activities, as where indicated to the structured training and assessment, as part of the student’s program.

☐ (For traineeships only)
  I agree to make the training available to the Apprentice/Trainee as agreed in the training plan, and to support the structured training by the Supervising Registered Training Organisation (SRTO) and complete the training record book.

☐ I agree that it is our responsibility to provide a healthy and safe training environment in the workplace in accordance to work health and safety ACT NSW.

☐ I agree to adhere to the timeframes associated to the apprentice/trainee or students chosen program.

☐ (For traineeships only)
  I understand that it is my responsibility to ensure that all incentive claim paperwork is completed on time and that IEA will assist with the apprentice/trainee incentive claim forms and IEA is to be informed when the incentive claim forms have been received by our organisation.

☐ (For traineeships only)
  I understand that payment of IEA Invoices are the responsibility of our own organisation and that Government claim forms are to reimburse any amount as stated in this agreement.

☐ (For fee-for-services students only)
  I understand that payment of IEA Invoices are the responsibility of our own organisation and must be paid according to the terms in this agreement.

Special Agreed Conditions (Please list below)

_______________________________________________________________________________________
_______________________________________________________________________________________
_______________________________________________________________________________________

Signed By:

_________________________________________________________  ____________________________
Employer Name                                                              Signature

_________________________________________________________  ____________________________
Employer Position                 Date
5.2 Supervising Registered Training Organisation (SRTO) Declarations

I understand and agree it is our responsibility to provide the Apprentice/Trainee or student with structured training as agreed in accordance to the signed training plan.

TRAINING OBLIGATIONS ACKNOWLEDGEMENT

1. The Apprentice/Trainee will be trained by both parties the Employer and nominated training team of IEA.

2. Training delivery will occur using the following methodologies:
   i. Performance of workplace tasks and activities
   ii. Simulated environment tasks
   iii. and in accordance to the IEA Training & Assessment Strategy

3. Structured training.
   i. IEA is responsible for the timely provision of the structured training and assessment to allow Apprentice/Trainees or students reasonable progression and the regular completion of Units of Competency to meet the planned completion date/s in accordance to the training plan;
   ii. The Training Plan provided by IEA to the Employer specifies some or all of the structured training in which case the Employer is responsible for such training; OR,
   iii. Recognition of Prior Learning (RPL) or skills recognition is undertaken by the IEA.
   iv. The Training Plan will specify the form of training to be used in relation to each Unit of Competency.

Signed By:

__________________________________________________________
IEA Representative Name                                      Signature

__________________________________________________________
IEA Representative Position                                  Date