

# TRAINING CONTRACT OBLIGATIONS

**As an employer, apprentice/trainee, parent or guardian, there are contractual obligations you should be aware of. It is important that you are aware of these obligations to help you understand what to expect. See below where applicable:**

## We agree that:

- a) the Contract commences from the stated date of commencement, provided that it has been registered or approved under the provisions of the relevant State/Territory legislation
- b) the Contract can only be changed by our agreement and according to State/Territory legislation and the State/Territory government department, authority or agency must be informed of the proposed change/s. In some States/Territories approval for the change/s must be sought
- c) the apprentice/trainee can see, and correct, any information about himself/herself in this Contract or held by the employer in relation to this Contract
- d) we will try to resolve any dispute we have between us, and if we can't, we will contact our State/Territory Training Authority to request assistance or to access the appropriate dispute resolution processes
- e) the Contract can be audited by the relevant State/Territory government departments, authorities or / agencies or Australian Government Department
- f) In all states and territories except SA, the Qualification Title and Code may be varied by the Registered Training Organisation during the term of the Contract, where the qualification is superseded through a revision to the training package, and the variation is endorsed by the relevant State/Territory government department, authority or agency

In SA, the Qualification Title and Code may only be varied by the relevant State government department, authority or agency during term of the Contract, where the qualification is superseded by an equivalent qualification through a revision to the training package, and where the variation has been endorsed by the responsible State government department, authority or agency, and the parties to the Contract are notified of that variation

- g) the Contract is successfully completed when there is agreement from the employer, Registered Training Organisation and apprentice/trainee, and/or an acknowledgement by the State/Territory government department, authority or agency, that the apprentice/trainee has attained all the required competencies
- h) this Contract expires if it reaches the nominal term of the contract without the apprentice/trainee having attained all the required competencies or a request for an extension of the contract having been endorsed by a State/Territory government department, authority or agency
- i) this contract may be terminated in accordance with the relevant State/Territory legislation.

## For the employer

### I agree that I will:

- a) employ and train the apprentice/trainee as agreed in our Training Plan and ensure the apprentice/trainee understands the choices that he/she has regarding the training
- b) provide the appropriate facilities and experienced people to facilitate the training and supervise the apprentice/trainee while at work, in accordance with the Training Plan
- c) make sure the apprentice/trainee receives on-the job training and assessment in accordance with our Training Plan
- d) provide work that is relevant and appropriate to the vocation and also to the achievement of the qualification referred to in this Contract
- e) release the apprentice/trainee from work and pay the appropriate wages to attend any training and assessment specified in our Training Plan
- f) meet all legal requirements regarding the apprentice/trainee, including but not limited to, occupational health and safety requirements and payment of wages and conditions under the relevant employment arrangements
- g) repay any payment I receive that I am not entitled to
- h) work with our RTO and the apprentice/trainee to make sure we follow our Training Plan, keep training records up-to-date, and monitor and support the apprentice/trainee's progress; and
- i) let the relevant State/Territory government department, authority or agency and the RTO know within five working days (or when the local State/Territory legislation requires, if this is different) if our Training Contract has become jeopardised.

I acknowledge that it is an offence to use information in the Contract to discriminate against any person, including the apprentice/trainee.

## For the apprentice/trainee

### I agree that I will:

- a) attend work, do my job, and follow my employers instructions, as long as they are lawful
- b) work towards achieving the qualification stated in our Training Contract
- c) undertake any training and assessment in our Training Plan.

## For the parent or guardian

### I agree that I will:

- a) uphold the responsibilities listed above for the apprentice/trainee until this person is 18 years of age.

### TOP TIP

Your Industry Training Consultant and the ASA Contact Hub are your main points of contact to guide you and support you on the journey. Call us on **1300 363 831**.