

Memorandum of Understanding

Contract for the provision of Yoobee Colleges Short Courses (STAR/Gateway)

Between

Yoobee Colleges LTD trading as New Zealand School of Tourism, Cut Above Academy, Elite School of Beauty & Spa and Yoobee College of Creative Innovation

And

1. Purpose

- 1.1 This MoU is for the purposes of formalising an agreement between the School (named above) and Yoobee Colleges LTD (trading as NZST, Cut Above, Elite School of Beauty & Spa and Yoobee Colleges of Creative Innovation) Short Courses for 2025.
- 1.2 The MoU covers the use of unit standards and materials as part of Yoobee Colleges LTD Short Course programme for the purposes of assessment and subsequent credit reporting, and outlines responsibilities relating to each part.
- 1.3 Yoobee colleges will deliver materials and resources for the Unit Standards outlined in the course schedule that will be delivered and assessed at one of our campuses.

2. Health & Safety

- 2.1 Yoobee Colleges LTD will be responsible for the welfare and safety of all enrolments during the designated hours each day that they will be attending any of our short course programmes at one of our Yoobee College of Creative Innovation, New Zealand School of Tourism, Elite School of Beauty & Spa and Cut Above Campuses or any approved delivery sites.
- 2.2 For the duration of the short course at Yoobee Colleges LTD. All enrolments will be subject to our company policy.
- 2.3 Yoobee Colleges LTD as a PCBU is responsible for meeting its obligations under the Health and Safety at Work act 2015.
- 2.4 Yoobee Colleges LTD Health and Safety policies and processes are in accordance with the Health and Safety at work act 2015.
- 2.5 All staff teaching/tutoring/facilitating at Yoobee Colleges LTD are New Zealand Police vetted as part of the childrens worker safety check under the Vulnerable Childrens Act 2014.

3. Student Entry

- 3.1 It is the responsibility of the school to ensure that the student meets the criteria to participate. This may include the completion of any set pre-course work which has been developed and supplied by Yoobee Colleges LTD on registration of the student.
- 3.2 The school may apply for places on any of our scheduled programmes specified in the schedule by contacting the college and completing the Enrolment Application. Once these places are confirmed by the College as specified on the Enrolment Application, the school is committed to funding that training place, accepting the provisions of clause 4 below.
- 3.3 Students should be registered for the scheduled programme as early as possible to confirm their place. All forms relating to the short course must be completed by the school, student and parent where needed.
- 3.4 To assist with the delivery of the programme, schools and students may be sent pre-course work that is supplied by Yoobee Colleges LTD to be completed prior to the course commencing.

4. Booking Cancellation

- 4.1 The school may cancel booked places without penalty if the cancellation is made a minimum of 10 working days in advance of the start date. Cancellations made less than 10 days in advance will attract a penalty fee of the full cost of the course.
- 4.2 Field Trips: The school may cancel booked places without penalty if the cancellation is made a minimum of 21 working days in advance of the start date. Cancellations made less than 21 days may attract a total administration charge of \$50.00 per student. In addition, supplier cancellation fees may apply. The cost of which will be advised at the time of booking.
- 4.3 Should Yoobee Colleges LTD cancel the programme due to insufficient numbers or force majeure a full refund will be provided.
- 4.4 Yoobee Colleges LTD has the right to postpone or cancel a programme if confirmed number of enrolments received 10 working days prior to the programme start is considered insufficient to run the programme as proposed. Yoobee Colleges LTD will inform all schools involved a minimum of 7 days in advance.

5. Space Allocation

- 5.1 Yoobee Colleges LTD has stipulated on the schedule the minimum number of places available on the programme. Enrolments will be taken on a first come, first serve basis, with over subscriptions being waitlisted and contacted as positions become available. A space will be deemed to be used if a student attends any part of the programme. If a student has failed to attend the short course and Yoobee Colleges LTD has not been informed of their withdrawal before the first day of the programme.

6. Financial Arrangements

- 6.1 Fees for service provision by each party are detailed in the Appendix. These will be reviewed before the commencement of each short course programme.
- 6.2 The school will pay an agreed amount to Yoobee Colleges LTD to cover the provision of Yoobee Colleges LTD learning and assessment resources, programme delivery and tutors.
- 6.3 Yoobee Colleges will submit an invoice to the school at the time of booking. This will be for the space used at the rate specified in the schedule and for any administration charges due to the late cancellation of places.

7. Assessment & Reporting

- 7.1 The agreed unit standards as per the schedule will be delivered and assessed against national standards and the relevant New Zealand Qualifications Framework (NZQF) and credits for competency achieved will be reported to NZQA by the school.
- 7.2 On completion of the assessment, student outcomes will be returned to the school within 2 weeks of the programme being completed.
- 7.3 As outlined in clause 6.1 it is the schools responsibility to report these outcomes to NZQA under the Yoobee Colleges LTD provider code and locations as listed in the appendix.

8. Monitoring & Evaluation

- 8.1 The quality assurance systems are managed by the Quality Manager for programmes from Yoobee Colleges LTD, this is inclusive of all moderation required by the New Zealand Qualifications Authority and the Workforce Development Council.
- 8.2 Internal and external moderation arrangements are managed by the Quality Manager for programmes from Yoobee Colleges LTD.
- 8.3 Yoobee Colleges LTD will allow representatives of the school to attend and review programmes providing any programme visits are organised in advance. The college will conduct a programme evaluation with the students at the end of the programme and a summary of our short course evaluations will be forwarded to the school should this be requested.

9. Dispute Resolution

- 9.1 Any dispute concerning the subject matter of this document will be settled by discussion and negotiation between the parties.
- 9.2 Should the arrangement be terminated while students from the school attending a short course programme that they be permitted to complete the short course programme.

AGREEMENT

The parties below agree to the terms and conditions within this MoU. Yoobee Colleges LTD requires an annual renewal of this MoU agreement.

NOTE: Learning and assessment resources will be orded on receipt of this signed MoU and registration form so please ensure all contact details are correct for delivery purposes.

Authorised Signatory for and on behalf of the school.

School Name:

School Address (Physical):

School Phone Number:

Authorized Signatory for and on behalf of the School (Name Printed)

Position:

Signature: _____

Date: _____

Name of Yoobee Colleges LTD Representative:

Position:

Signature: _____

Date: _____

YOOBEE COLLEGES LTD

0800 66 55 44
yoobee.ac.nz

APPENDIX: FINANCIAL AGREEMENT FOR FEES AND SERVICES

The school will pay an agreed invoice amount that will be sent to the school either the second or forth week of the month after the short course has commenced. This will be paid to Yoobee Colleges LTD from their Gateway/STAR or other school funding.

Payment must be made within 20 days of the month following the date of the invoice.

This school payment will cover:

- The provision of Yoobee Colleges LTD staff for the purpose of support in facilitation of the programme.
- The provision of Yoobee Colleges LTD learning and assessment resources, and
- The provision of programme delivery, tutor and assessment of the unit standards.

This will not cover:

- The transportation of students to and from our campuses that the student will be participating.
- Any costs for the workplace assessor meeting the schools Moderation & Quality management Systems.
- Assessment marking costs where requested, and completed by Yoobee Colleges LTD

APPENDIX: REPORT LOCATION & PROVIDER CODES

It is the schools responsibility to report any outcomes as part of Yoobee Colleges LTD short course programmes to NZQA under the provider code **9324** and the location number listed below:

NZST Auckland Airport	25	NZST Auckland City	26
NZST Hamilton	23	NZST Wellington	35
NZST Christchurch	22	Cut Above Auckland	29
Elite Auckland City	29	Elite Hamilton	27
Elite Wellington	28	Yoobee South Seas	19
Yoobee City Road AKL	13	Yoobee Bunny Street WLG	14
Yoobee Colombo Street CHC	15	Yoobee Online/Remote Campus	17

APPENDIX: DEFINITIONS

Course Schedule: Short Course programme which provides which short course programme and the dates available that the courses are running. Each provider (Yoobee College of Creative Innovation, New Zealand School of Tourism, Elite School of Beauty & Spa, and Cut Above Academy) will have individual course dates and programmes available for each of their respective campuses

Yoobee Colleges LTD Trading as Yoobee College of Creative Innovation, New Zealand School of Tourism, Elite School of Beauty & Spa, Cut Above Academy.