

**Memorandum of Understanding**

**Contract for the provision of Yoobee Colleges Short Course (STAR/Gateway/SHP) Courses  
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. The College (Yoobee Colleges LTD trading as New Zealand School of Tourism, Cut Above Academy, Elite School of Beauty & Spa and Yoobee College of Creative Innovation) will deliver the following:**

Details to be completed upon confirmation

**2. Programme Details**

2.1 The content (per outlines provided), tutorial staff, tutorial methods and venue will be the responsibility of the college.

2.2 Due to the wide variety of standards being assessed the New Zealand School of Tourism, Cut Above Academy, Elite School of Beauty & Spa and Yoobee College of Creative Innovation will outline these in a confirmation letter to the school.

2.3 Yoobee Colleges LTD confirms they have consent to assess any standards outlined in the confirmation letter to the school.

2.4 Yoobee Colleges LTD are responsible for the welfare and safety of school students during the designated hours each day that they will be attending this programme. For the duration of this course at the College, the students will be subject to the Health & Safety policy of the New Zealand School of Tourism, Cut Above Academy, Elite School of Beauty & Spa and Yoobee College of Creative Innovation.

2.5 Yoobee Colleges LTD as a PCBU is responsible for meeting its obligations under the Health and Safety at Work Act 2015. Yoobee Colleges LTD Health and Safety Policies and Processes are in accordance with the Health and Safety at Work Act 2015.

2.6 All staff at New Zealand School of Tourism, Cut Above Academy, Elite School of Beauty & Spa and Yoobee College of Creative Innovation have been New Zealand Police vetted as part of a children's worker safety check under the Vulnerable Children's Act 2014.

**3. Booking Places**

3.1 Yoobee Colleges LTD programme Schedule: The school may apply for places on any of the 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, excepting the provisions of clause 4 below.

3.2 Short Course Programmes: the School will provide students' names prior to programme commencement.

**4. Booking Cancellation**

4.1 Short Courses: 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 working 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 this will attract a total administration charge of \$50.00. In addition, supplier cancellation fees may apply, the cost of which will be advised at the time of booking.

**5. Programme Postponement or Cancellation**

5.1 Tutoring of Unit Standards: Yoobee Colleges 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. The College will inform all schools involved a minimum of 7 days in advance.

5.2 Field Trips: Yoobee Colleges will not postpone or cancel flexible programmes, providing minimum numbers are met as per the programme.

**6. Space Allocation**

6.1 Specified Programme: Yoobee Colleges has stipulated on the Schedule the minimum numbers 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, or if the student failed to attend and the College was not informed of their withdrawal before the first day of the programme.

**7. Programme Payment**

7.1 College Programme Schedule: 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.

**8. Monitoring and Evaluation**

8.1 The Quality Assurance Systems are managed by the Quality Manager for Programmes from Yoobee Colleges

8.2 Internal and External moderation arrangements are managed by the Quality Manager for Programmes from Yoobee Colleges

8.3 Yoobee Colleges will allow representatives of the School to monitor and evaluate 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. Copies of these Short Course Evaluations will be forwarded to the School.

**9. Assessment & Reporting**

9.1 On completion of the assessment, student outcomes will be returned to the school along with their assessments.

9.2 It is the Schools responsibility to report these outcomes to NZQA under Yoobee Colleges provider code 9324 location:

CAMPUS	LOCATION	CAMPUS	LOCATION
NZST AUCKLAND AIRPORT	25	NZST AUCKLAND CITY	26
NZST HAMILTON	23	NZST TAURANGA	32
NZST WELLINGTON	35	NZST CHRISTCHURCH	22
ELITE AUCKLAND CITY	29	ELITE HAMILTON	27
ELITE TAURANGA	32	ELITE WELLINGTON	28
CUT ABOVE AUCKLAND	29	YOOBEE ONLINE	17
YOOBEE CITY ROAD AKL	13	YOOBEE BUNNY ST WLG	14
YOOBEE COLOMBO ST CHC	15	SOUTH SEAS FILM SCHOOL	19
NZST TOURISM IN SCHOOLS	26		

9.3 The School will be responsible for hooking students onto the NZQA Framework.

**10. Dispute Resolution**

10.1 Any dispute concerning the subject matter of this of this document will be settled by discussion and negotiation between the parties.

10.2 Should the arrangement be terminated while students from the school are attending a STAR Taster or course they be permitted to complete the STAR Taster or course

**11. Declaration**

11.1 I have read and understand the terms and conditions of this contract.

**On Behalf of School**

**On Behalf of NZST, Cut Above Academy, Elite School Beauty & Spa and Yoobee College of Creative Innovation**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

YOOBEE COLLEGES LTD

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