



## REA LEARNER AGREEMENT

In relation to participation in Rea's SwitchUp Course

(the **Learner**)

Rea Limited (the **Provider**)

## REA – LEARNER TERMS

### 1 BACKGROUND

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- 1.1 Rea Limited (**Rea, us, our or we**), in collaboration with potential employers, provides and facilitates an extensive learning and development Course called SwitchUp that consists of:
- 1.1.1 the Academy (as described on the Website) (**Academy**); and
  - 1.1.2 a real-world cadetship with one of our employers (as described on the Website) (**Cadetship**), (together, SwitchUp, or **Course**)
- 1.2 The following terms and conditions (**Terms**) apply to our provision of, and your participation in, SwitchUp. These terms are effective as of 01 December 2022 and may be updated by us at any time in accordance with clause 14.1 of these Terms.
- 1.3 Please read these Terms carefully. They are not negotiable, and if you do not agree to them, then you may not enrol to participate in the Course. By enrolling, you agree to be bound by these Terms.
- 1.4 Please note that your enrolment is not complete until you indicate to us both your chosen start date and fee option (details are displayed on the Website).

### PART 1 – ENROLMENT

#### 2 REGISTRATION

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- 2.1 **Registration:** To register for the Course, you must provide us with certain personal information. You must provide the correct information and ensure you notify us of any changes to such information so that we may keep it up to date.
- 2.2 **Account:** You will be provided with a username and password that will allow you to access the Online Learning Platform. Only you may access this profile, and you are responsible for keeping your access details secure as well as all use and activity carried out under this user name. You must notify us immediately in the event you believe your account has been compromised.
- 2.3 **Payment of Fees:** You must pay the fees associated with your participation in the Course in accordance with the terms of your chosen fee option.
- 2.4 **Refunding of Fees:** The Course Fee payable or repayable in relation to the Course are subject to our Refund Policy set out in Schedule 1 of these Terms.

## PART 2 – ACADEMY

### 3 ACADEMY

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- 3.1 **Provision of Learning Services:** Throughout the Academy, we will provide you with a range of activities and assignments that will develop your core skill streams (**Learning Activities**).
- 3.2 **Learning Materials:** In providing the Learning Activities, we will make certain learning materials and resources (which includes access to Licensed Software) available to you either directly or via the Online Learning Platform (**Learning Materials**). We are the owners or have the right to provide the Learning Materials. The Learning Materials provided in SwitchUp are intended only to be accessed and used by enrolled learners.
- 3.3 **Use of Learning Materials:** When using these Learning Materials, you:
- 3.3.1 may only use them for your own personal learning purposes; and
  - 3.3.2 may not adapt and/or distribute this content to anyone else without our prior written consent.
- 3.4 **Submitted Work:** Throughout the Academy, you will be required to submit various pieces of work for marking or review by us (**Your Work**). You shall remain the owner of all of Your Work. However, you give us a licence to display and otherwise exploit such material (on an anonymous basis) for any purpose associated with the provision of the Course, including use as educational examples.
- 3.5 **Your Obligations:** Throughout the Academy you:
- 3.5.1 shall not act in a way which infringes on our rights, or on the rights of your fellow classmates, nor shall you act in a way which negatively interferes with anyone else's participation in the Academy;
  - 3.5.2 will not cheat on any assignment or exam, nor share solutions or answers to homework assignments or exams; and
  - 3.5.3 will notify us if you learn of anyone else breaching these Terms.
- 3.6 **Performance:** Throughout the Academy, we will assess your performance against Rea's performance standards. These standards, and the standard of work required to meet them, will be communicated to you throughout the Academy. Failure to meet these standards may impact your ability to proceed to the Cadetship and/or obtain permanent employment at the conclusion of the Cadetship.
- 3.7 **Consequences of Breach:** If you are found to be in breach of these Terms, then we may immediately revoke your right to participate in the remainder of the Course and the Refund Policy shall not apply.
- 3.8 **Availability:** We do not guarantee that the learning materials we provide to you, nor the Online Learning Platform, are/will be error free and/or will be available on a 24/7 basis.

## PART 3 - CADETSHIP

## 4 PREPARING FOR CADETSHIP

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- 4.1 **Employer Matching:** Prior to the beginning of the Cadetship, a matching process will be undertaken to match you with an employer who will host you for the duration of the Cadetship.
- 4.2 **Initial Shortlisting:** We will present your performance information to our employers so that they may assess whether you would be a good fit at their organisation. They will then each present us with a shortlist containing their preferred candidates. We will inform you of the employers who have chosen to include you in their short lists.
- 4.3 **Acceptance of Short-List Position:** You must then accept or decline your selection on each relevant short-list. We will provide you with information relating to each employer so you may make an informed decision. We will then facilitate interviews with those employers. It may be that an interview is organised with an employer who did not include you in their initial short list.
- 4.4 **Acceptance of Cadetship:** Shortly after your interview, we will notify you of which employer you will be undertaking the Cadetship with. You may decline to undertake the Cadetship with this employer. However, we do not guarantee that a position with another employer will be available, and the Refund Policy will not apply if you are not successfully placed in a Cadetship as a result.
- 4.5 **Further Details:** You will then liaise directly with your employer on the details surrounding your Cadetship.
- 4.6 **No Offer:** You acknowledge that our employers are not obligated to offer you a Cadetship at the conclusion of the Academy, and we make no guarantee that such an offer will result from your participation in the Academy.
- 4.7 **Delayed Offer:** If no offer is made to you at the conclusion of the Academy, you will remain eligible to be offered a Cadetship by another employer for a period of 6 months following the conclusion of your participation in the Academy.

## 5 CADETSHIP

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- 5.1 **Employment Agreement:** Your employer will require you to sign up to a fixed term employment agreement. This will contain the legal terms of your employment with the employer, as well as your salary (which will be at least the [Living Wage](#)).
- 5.2 **Induction:** The employer will, at the beginning of the Cadetship, provide you with all necessary information, tutorials, briefings, and equipment to carry out your new role.
- 5.3 **Development Activities:** Throughout the course of the Cadetship, the employer (in conjunction with Rea) will provide specific support and development activities to you.
- 5.4 **Following Instructions:** During your Cadetship (and after, as applicable) you will be required to adhere to the terms and conditions as set out in your employment agreement and all lawful instructions given to you by your employer (including health and safety protocols and procedures).
- 5.5 **Responsibility for Breach:** You will be solely responsible for any breaches of your employment arrangements with your employer, and you fully indemnify us for any loss we

suffer as a result of your breaches. Should your employment be lawfully terminated by your employer, we will be under no obligation to secure you employment with another of our employers, and the Refund Policy will not apply.

- 5.6 **Performance:** Throughout the Cadetship, your employer and Rea, will assess your progress and performance. Along with the feedback you will receive from your employer, your ongoing weekly sessions at Rea during your cadetship phase will specifically focus on providing you with coaching support and constructive feedback on your workplace performance.
- 5.7 **Incident Escalation:** Rea will provide you with a fair, clear, and easy-to-use incident escalation procedure should you or your employer wish to make a complaint during the Cadetship. Rea will ensure that all complaints are investigated in a fair and timely manner.

## 6 EMPLOYMENT

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- 6.1 **Offer of Employment:** If your performance throughout the Cadetship has met the requisite Rea performance standards and your performance was satisfactory to the employer, then they may choose to offer you permanent full-time employment at the conclusion of the Cadetship.
- 6.2 **Terms of Employment:** The terms of such employment shall be negotiated between yourself and the employer.
- 6.3 **Support:** For a period of 90 days following completion of the Cadetship, we will provide you with community support to ensure your transition into permanent, full-time employment is smooth.
- 6.4 **No Offer:** You acknowledge that the employer is not obligated to offer you full-time, permanent employment at the conclusion of the Cadetship, and we make no guarantee that such offer will result from your participation in the Course.
- 6.5 **Delayed Offer:** If no offer is made to you at the conclusion of the Cadetship, you will remain eligible to be offered employment by another employer for a period of 6 months following the conclusion of your Cadetship.

## PART 4 – GENERAL TERMS

### 7 INTELLECTUAL PROPERTY

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- 7.1 **Existing Intellectual Property:** The parties agree that all Existing Intellectual Property of a party will remain the sole and exclusive property of that party.
- 7.2 **New Intellectual Property:** Subject to clause 7.3, the parties agree that any New Intellectual Property will be owned by the party who created such intellectual property.
- 7.3 **Feedback:** All comments, feedback, suggestions, ideas relating to the Course provided by you to Rea, or by you to an employer (**Feedback**) shall be (and shall remain) owned by Rea.

## 8 CONFIDENTIALITY

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- 8.1 **Confidentiality:** Each party will maintain as confidential at all times, and will not at any time, directly or indirectly:
- 8.1.1 disclose or permit to be disclosed to any person;
  - 8.1.2 use for itself; or
  - 8.1.3 use to the detriment of the other party,
- any Confidential Information except:
- 8.1.4 as required by Law;
  - 8.1.5 as is already or becomes public knowledge, otherwise than as a result of a breach, by the party disclosing or using that Confidential Information, of any provision of these Terms; or
  - 8.1.6 that is lawfully disclosed to the recipient by a third party that is not bound by a confidentiality obligation in relation to that information, know-how or other material and which the recipient receives in good faith;
  - 8.1.7 as authorised in writing by the other party; or
  - 8.1.8 to the extent reasonably required by these Terms (and, without limiting the effect of this clause, a party may disclose Confidential Information only to those of its officers, employees or professional advisers, on a "need to know" basis, as is reasonably required for the implementation of these Terms).
- 8.2 **Obligations to Employer:** You also acknowledge that the terms of your employment with an employer will include obligations of confidentiality.

## 9 PERFORMANCE

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- 9.1 Rea's Courses utilise a performance model where you are frequently assessed against a standard, and provided details of your current proficiency level along with remedial steps if required. You have an obligation to provide regular feedback, complete assessments and commit to remediation to ensure you consistently meet performance standards.

## 10 WARRANTIES EXCLUDED

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- 10.1 **Service warranties excluded:**
- 10.1.1 Rea does not warrant that its provision of the Course, or any Learning Materials is, or will be, error free.
  - 10.1.2 Any implied warranties that would, in the absence of this clause, be given by either party are excluded, to the extent permitted by Law.

## 11 LIABILITY

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11.1 **Exclusions:** Nothing expressed or implied in these Terms will confer any liability on either party (**First Party**) in respect of any:

11.1.1 indirect, consequential or special loss, damage, cost or expense suffered or incurred by the other party as a direct or indirect result of a breach by the First Party of any of its obligations under these Terms; or

11.1.2 loss, damage, cost or expense suffered or incurred by the other party, to the extent to which this results from any act or omission by that other party.

11.2 **Limits:** Notwithstanding any contrary provision contained in these Terms, the maximum liability of Rea to you under or in connection with these Terms (whether in contract, tort or otherwise) is an aggregate of the fees payable by you to us in respect of the Course.

## 12 TERMINATION

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12.1 **Termination:** If we determine, in our sole discretion, that:

12.1.1 you are in breach of these Terms;

12.1.2 you are no longer able to adhere to these Terms; or

12.1.3 you are no longer participating in the Course to the best of your ability,

then we may immediately revoke your right to participate in the remainder of the Course and the Refund Policy will not apply.

12.2 **Consequences of termination:** Following termination of these Terms:

12.2.1 the termination will be without prejudice to any of our rights in respect of any breach of these Terms by you, where the breach occurred before the termination of these Terms;

12.2.2 the provisions of clauses 7, 8, 10, 0 and this clause 12.2, together with those other provisions of these Terms which are incidental to, and required in order to give effect to those clauses, will remain in full force and effect;

12.2.3 all rights and licences granted to you will automatically terminate; and

12.2.4 you must, if requested in writing by us to do so, deliver to us or destroy copies of all Learning Materials that have been provided to you (to the extent that these are in your possession or under your control of at the time of termination).

## 13 NOTICES

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13.1 **Method of delivery:** Any written notice required under these Terms must be signed by a duly authorised representative of the party giving that notice and will be deemed validly given if sent by email to the intended recipient's email address as communicated to each party from time to time (as updated by written notice from time to time by each party, in respect of the specific details) and if the recipient acknowledges receipt (whether by way of an automated message or otherwise).

- 13.2 **Time of delivery:** Any notice transmitted by email after 5.00 pm on a Business Day, or at any time on a non-Business Day, will be deemed received at 9.00 am on the next Business Day (being, in each case, the time of day at the intended place of receipt of that notice).

## 14 GENERAL

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- 14.1 **Relationship:** Both parties acknowledge that this relationship is not one of employment. As such, no laws applicable to employment shall apply to these Terms or our relationship in general.
- 14.2 **Amendments:** We may update these Terms at any time without consultation with you. We will notify you of such updates by uploading an amended version of these Terms to our website at <https://rea.coach/learner-terms/>.
- 14.3 **Assignment:** Neither party will assign or otherwise transfer any of its rights or obligations under these Terms to any other person without the other party's prior written consent. Such consent must not be unreasonably withheld or delayed.
- 14.4 **Entire Agreement:** These Terms record the entire understanding and agreement of the parties relating to the matters dealt with in these Terms. These Terms supersede all previous understandings or agreements (whether written, oral or both) between the parties relating to these matters.
- 14.5 **Further Assurances:** Each party will do all things and execute all documents reasonably required to give effect to the provisions and intent of these Terms.
- 14.6 **Severability:** If anything in these Terms is unenforceable, illegal or void, it may be severed and the rest of these Terms will remain in force.
- 14.7 **Waiver:** No party will be treated as having waived any right under these Terms unless the waiver is in writing and signed by such party. Any such waiver by a party of a breach of any provision of these Terms will not constitute a waiver of any subsequent or continuing breach of such provision or of the breach of any other provision of these Terms by that party.
- 14.8 **Governing Law and Jurisdiction:** These Terms are governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to these Terms.

## 15 DEFINITIONS AND INTERPRETATION

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- 15.1 **Definitions:** In these Terms, unless defined in these Terms or the context indicates otherwise:

**Business Day** means any day excluding Saturdays, Sundays and statutory public holidays in Wellington, New Zealand and excluding any day in the period beginning on 24 December in any year and ending on 10 January in the following year.

**Confidential Information** means any information:

- (a) disclosed by either party to the other party on the express basis that such information is confidential; or
- (b) which might reasonably be expected by either party to be confidential in nature.

**Course Fee** means the fee of NZ\$7,500.00 payable by you for your participation in the Course.



**Existing Intellectual Property** means all Intellectual Property which is owned by or proprietary to a party at the date of these Terms or developed by (or on behalf of) a party other than pursuant to these Terms, and includes any improvements to that Intellectual Property.

**Full Fee Learner** means an applicant who has paid the full Course Fee upfront prior to the start of the SwitchUp.

**Intellectual Property** means trade-marks, rights in domain names, copyright, patents, registered designs, circuit layouts, rights in computer software, databases and lists, rights in inventions, confidential information, know-how and trade secrets, operating manuals, quality manuals and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing, which may subsist anywhere in the world, including the goodwill associated with the foregoing and all rights of action, powers and benefits in respect of the same.

**Law** means any rule of common law, statute, regulation, by-law, ordinance or subordinate legislation in force from time to time.

**New Intellectual Property** means Intellectual Property developed as a result of, or in connection with, these Terms.

**Online Learning Platform** means the online learning platform used by us to help provide the Course.

**Refund Policy** means the refund policy as set out in Schedule 1.

**Scholarship Recipient** means an applicant who has successfully secured a scholarship that will cover the full Course Fee prior to the start of SwitchUp.

**Student Loan Recipient** means an applicant who has opted to pay the Course Fee via an Income Dependent Agreement. The Income Dependent Agreement is a 0% interest loan that allows the learner to participate in SwitchUp and does not require payment until the learner has secured a job role.

**Website** means [www.rea.coach](http://www.rea.coach).

## SCHEDULE 1 REFUND POLICY

Point of Withdrawal*	Fees Refunded to You		Fees Retained / Required to be Repaid
<b>Weeks 1-3 (inclusive)</b>	<b>Full Fee Learner</b>	You receive a refund of 100% of your Course Fee.	
	<b>Student Loan Recipient</b>	None.	
	<b>Scholarship Recipient</b>	None.	
<b>Weeks 4-18 (inclusive)</b>	<b>Full Fee Learner</b>	Receive a refund of 50% of your Course Fee.	Rea retains 50% of your Course Fee.
	<b>Student Loan Recipient</b>	None.	You are still required to repay 50% of your Course Fee.
	<b>Scholarship Recipient</b>	None.	
<b>Weeks 19-30 (inclusive)</b>	<b>Full Fee Learner</b>	Receive a refund of 50% of your Course Fee.	Rea retains 50% of your Course Fee.
	<b>Student Loan Recipient</b>	None.	You are still required to repay 50% of your Course Fee.

	<b>Scholarship Recipient</b>	None.	
<b>6 Months post Academy without an offer of Cadetship</b>	<b>Full Fee Learner</b>	Receive a refund of 50% of your Course Fee.	Rea retains 50% of your Course Fee.
	<b>Student Loan Recipient</b>	None.	You are still required to repay 50% of your Course Fee.
	<b>Scholarship Recipient</b>	None.	
<b>6 Months post Cadetship without an offer of employment</b>	<b>Full Fee Learner</b>	Receive a refund of 50% of your Course Fee.	Rea retains 50% of your Course Fee.
	<b>Student Loan Recipient</b>	None.	You are still required to repay 50% of your Course Fee.
	<b>Scholarship Recipient</b>	None.	

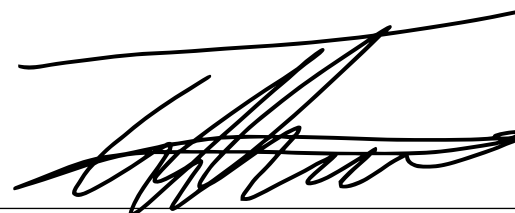
\* Each withdrawal period set out in the table above finishes at 5pm on the last Business Day of that period.

## Signing Page

EXECUTED as an agreement

**Rea**

SIGNED by REA LIMITED by:

A handwritten signature in black ink, appearing to be 'Tim Hatherley-Greene', written over a horizontal line.

CPO- Tim Hatherley-Greene

\_\_\_\_\_  
Date

**Learner**

SIGNED by:

\_\_\_\_\_  
Name of Learner

\_\_\_\_\_  
Signature of Learner

\_\_\_\_\_  
Date