

RECRUITMENT AGENT AGREEMENT



Between

Albany Senior High School

hereafter referred to as “**The School**”

And

(hereafter referred to as "**AGENT**")

Whereby the School appoints the **AGENT** as a Representative of **Albany Senior High School** for all the courses and programmes offered by the **School**, on the terms specified below.

The SCHOOL

The **School** agrees to give the **AGENT** the authority to introduce and recommend individual students to the **School** in accordance with the admission standards and policies of the **School**, and/or any other guidelines agreed by both parties.

The **School** shall endeavour to provide the **AGENT** complete and up-to-date information on the **School** with regard to the programmes, course structure, fee schedules, admissions policies and other important aspects so as to assist in the proper counselling of prospective students.

The **School** reserves the right to refuse a student's application if it considers that there are justifiable reasons to do so.

Commission Payments

For each individual student enrolled at the **School**, following recommendation by the **AGENT**, the **School** shall pay to the **AGENT** a professional recruitment fee amounting to **12%** of the **first** year's **GST exclusive** amount of the tuition fee. This fee will be paid by direct credit to the agents NZ bank account.

Payment will only be made once all appropriate visas and documentation have been provided to the school and the student has commenced studying. Payment will be made on receipt of a Tax Invoice, which must include the student's name, date of birth and commencement date at the school.

The **School** will not pay a commission if the **AGENT** does not indicate on the Application Form that they represent the student, if the student withdraws from their course of study within the official refund period or if the student has already submitted an application form to the **School**.

This agreement commences on the date that it has been signed by the **School**. The **School** will review the **AGENT's** performance each year. This could be by way of student satisfaction surveys, and / or interviews.

The **School** will direct the **AGENT** to a copy of the Education (Pastoral Care of International Students) Code of Practice 2016, in the **AGENT's** own language if appropriate.

The **School** will advise the **AGENT** that ethical performance by the **AGENT** is mandatory.

The AGENT

The **AGENT** shall advise, evaluate and screen all prospective students and shall collect from the students on behalf of the **School** the necessary application forms, reports, testimonials, financial guarantee letters, and any other documents requested by the **School**. These will then be transmitted to the **School**.

The services and responsibilities of the **AGENT** to the **School** shall include promotion of the **School** and its vision and values. The **AGENT** shall also give advice to prospective students and parents to ensure they have a full understanding before committing to enrolment. In the advising of individuals and dissemination of information, the **AGENT** shall take all reasonable measure to ensure that only factual and up-to-date information is given.

The **AGENT** shall endeavour to introduce and recommend individuals who are **academically** and financially qualified for admission to the **School**

The **AGENT** shall provide international students with reliable information and advice about studying, working and living in NZ and will act at all times with integrity and professionalism towards prospective international students.

The **AGENT** shall submit complete documentation of the student's application to the **School** promptly.

The **AGENT** shall ensure the **School** receives the tuition, administration and any other fees from the students.

The **AGENT** will not breach the law, engage in any false, misleading or deceptive conduct or otherwise contravene or jeopardise any of the **School's** obligations under the Education (Pastoral Care of International Students) Code of Practice 2016.

The **AGENT** confirms that he/she has read and understood the New Zealand Education (Pastoral Care of International Students) Code of Practice 2016, copies of which can be viewed on the NZQA website at <http://www.nzqa.govt.nz/providers-partners/caring-for-international-students/>

The **Agent** agrees to comply with the New Zealand Education (Pastoral Care of International Students) Code of Practice 2016 and understands that any breaches of the Code may result in the termination of this agreement.

London Statement of Principles

New Zealand is a signatory to the London Statement of Principles. These principles promote best practice among education agents and consultant professions supporting international students.

The Ethical Principles require agents and consultants to:

- practice responsible business ethics
- provide current, accurate and honest information in an ethical manner
- develop transparent business relationships with students and signatories through the use of written agreements
- protect the interests of minors
- provide current and up-to-date information that enables international students to make informed choices when selecting which agent or consultant to employ
- act professionally
- work with New Zealand signatories to raise ethical standards and best practice.

Agents are required to abide by these ethical principles at all times.

TERMINATION

This Agreement is subject to cancellation by either party on notice of two (2) weeks.

If the **School** becomes aware that the **AGENT** has breached the law, or is engaging in false, misleading or deceptive conduct or otherwise jeopardising the **School's** obligations under the Code, the **School** will immediately advise the **AGENT** in writing to cease that activity. If the **AGENT** fails to cease, the **School** will immediately withdraw the **AGENT's** accreditation, terminate this Agreement and stop accepting students from the **AGENT**.

Any dispute that may arise shall be settled in accordance with the laws of New Zealand.

I have read and understood the conditions of the Contract and I agree to follow them.

I have also read the Education (Pastoral Care of International Students) Code of Practice 2016 and agree to comply with the Act.

THE TERMS OF THIS AGREEMENT ARE HEREBY AGREED BY:

Signed for and on behalf of the School:

Signature: _____ Name: Christine Routledge

Designation: Business Manager Date: _____

Signed for and on behalf of Agent:

Signature: _____

Name: _____

Designation: _____

Date: _____

Confirmation of Agreement

Please complete and return this form to *Albany Senior High School*.

Please keep this Agreement Contract for your records

Agency Name	
Agent's Name	
Are you a member of ENZ's 'Recognised Agencies' programme ? (please provide evidence)	
Physical Address	
Postal Address	
Ph/Mobile/Fax	
Email	
NZ Bank Account for commission payments	
Reference 1 <i>(Please provide referees who work in secondary schools if possible)</i>	
Reference 2 <i>(Please provide referees who work in secondary schools if possible)</i>	

Name of Student/s _____
