



RECRUITMENT AGENT AGREEMENT

between

Heretaunga College

(hereafter referred to as " **EDUCATION PROVIDER** ")

and

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

whereby the **EDUCATION PROVIDER** appoints the **AGENT** as a Representative of *Heretaunga College* for all the courses and programmes offered by the **EDUCATION PROVIDER**, on the terms specified below.

A. The EDUCATION PROVIDER

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

Information

2. The **EDUCATION PROVIDER** shall endeavour to provide the **AGENT** complete and up-to-date information on the **EDUCATION PROVIDER** 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. At its own expense the **EDUCATION PROVIDER** shall provide the **AGENT** with adequate stocks of Prospectus, information leaflets, application forms and other useful promotional materials.
3. The **EDUCATION PROVIDER** shall answer any enquiries and send all correspondence and related documents to the **AGENT** promptly via the most efficient means.
4. The **EDUCATION PROVIDER** shall send all the necessary documents to the **AGENT** for student passport procedures and visa application before receiving fees remitted from the **AGENT**.

Commission Payments

5. For each individual student enrolled at the **EDUCATION PROVIDER**, following recommendation by the **AGENT**, the **EDUCATION PROVIDER** shall pay to the **AGENT** a professional fee amounting to **15%** of the first year's tuition fee for academic courses. This fee shall be remitted in the form of Telegraphic Transfer (TT) or International Bank Draft (NZ\$) to the **AGENT** within four weeks after the student has enrolled at the **EDUCATION PROVIDER**.
6. Payments will be made only on receipt of invoice, which must include the student's name, student ID number (or date of birth), the courses of study and commencement date.
7. The **EDUCATION PROVIDER** agrees to refund the tuition fee, and any other fee received from the **AGENT** if the student is refused the final visa application.

8. The **EDUCATION PROVIDER** 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 **EDUCATION PROVIDER**.

Performance of Duties

9. The **EDUCATION PROVIDER** will arrange homestay accommodation if required.
10. The **EDUCATION PROVIDER** will review the **AGENT**'s performance annually. This could be by way of student satisfaction surveys, interviews.
11. The **EDUCATION PROVIDER** will direct the **AGENT** to a copy of the Code of Practice for the Pastoral Care of International Students, in **AGENT**'S own language if appropriate.
12. The **EDUCATION PROVIDER** will advise the **AGENT** that ethical performance by the **AGENT** is of paramount importance.

B. The AGENT

1. The **AGENT** shall advise, evaluate and screen all prospective students and shall collect from the students on behalf of the **EDUCATION PROVIDER** the necessary application forms, reports, testimonials, financial guarantee letters, and any other documents requested by the **EDUCATION PROVIDER**. These will then be transmitted to the **EDUCATION PROVIDER**.
2. The services and responsibilities of the **AGENT** to the **EDUCATION PROVIDER** shall include promotion of the **EDUCATION PROVIDER**, its programmes, and other services including accommodation for students. The **AGENT** shall also give advice to prospective students and parents to ensure they have a full understanding before committing to enrolment.
3. 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.
4. The **AGENT** shall endeavour to introduce and recommend individuals who are academically and financially qualified for admission to the **EDUCATION PROVIDER**.
5. The **AGENT** shall submit complete documentation of the student's application to the **EDUCATION PROVIDER** promptly by airmail, or any other efficient method as required.
6. The **AGENT** shall ensure the **EDUCATION PROVIDER** receives the tuition and any other fees from the students and the **AGENT** will remit these amounts to the **EDUCATION PROVIDER** by Telegraphic Transfer (TT) or International Bank Draft (NZ\$) within one week of the student gaining visa approval in principle.
7. The **AGENT** will not engage in any false, misleading or deceptive conduct or otherwise contravene any of the **EDUCATION PROVIDER**'S obligations under the Code of Practice for the Pastoral Care of International Students.
8. The **AGENT** confirms that he/she has read and understood the New Zealand Ministry of Education's Code of Practice for the Pastoral Care of International Students, copies of which can be viewed on the Ministry of Education website at www.minedu.govt.nz/goto/international. The Agent agrees to comply with the New Zealand Code of Practice for the Pastoral Care of

International Students and understands that any breaches of the Code may result in the termination of this agreement.

C. TERMINATION

This Agreement is subject to cancellation by either party on notice of two (2) weeks. The Agreement shall be valid for three (3) years from the date of signature. Any renewal of the Agreement will be negotiated.

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

THE TERMS OF THIS AGREEMENT ARE HEREBY AGREED BY:

Signed for and on behalf of the EDUCATION PROVIDER:

Signature: _____ Designation: _____

Date: _____

Signed for and on behalf of AGENT:

AGENT Signature: _____

Date: _____

Confirmation of Agreement

Please complete and return this form to *Heretaunga College*. Please keep a copy of this Agreement Contract for your records.

Agency Name		
Agency Signatory & Title		
Physical Address		
Mailing Address (If different from above)		
Phone and Mobile		
Fax		
Website		
Email		
Commission Payment Details (Please tick preferred option)	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Payment in NZ</p> <p><input type="checkbox"/> Cheque</p> <p><input type="checkbox"/> Direct Credit</p> <p>Overseas Payment</p> <p><input type="checkbox"/> Bank Draft</p> <p><input type="checkbox"/> Telegraphic Transfer</p> </div> <div style="width: 50%;"> <p>Provide the following when making payment:</p> <p>Payee Name</p> <p>Bank Name and Address</p> <p>Account Name and Number</p> <p>Please provide the following when you send in your Commission Invoice:</p> <p>Payee Name, Currency Preference</p> <p>Clearing Country (for Euro Payments)</p> <p>Bank Name and Address</p> <p>Account Name and Number</p> <p>Swift Code / Corresponding Bank</p> </div> </div>	

I have read and understood the conditions of the Contract and I agree to follow them. I have also read the Code of Practice for the Pastoral Care of International Students and agree to comply with the conditions.

Signed: (Agent) Date: