



# Ashburton College

Individual Excellence in a Supportive Learning Environment

## AGENCY AGREEMENT

This is an agreement between the School and the Agency (Agreement)

Name of school: \_\_\_\_\_ (the School)

School Address: \_\_\_\_\_

Name of Agency: \_\_\_\_\_ (the Agency)

Address of Agency: \_\_\_\_\_

### AGREEMENTS

1. The School has appointed the Agency, on a non-exclusive basis, to act on its behalf for the purpose of:
  - 1.1. Recruiting and enrolling international students to attend the School; and
  - 1.2. Supporting those international students on an ongoing basis throughout their enrolment at the School (clause 1.1 and 1.2 are together known as the Service).
2. The term of the Agreement is for a consecutive 12 months from the date of signing by both parties (the Term). Unless otherwise mutually agreed, the Term automatically renews unless a notice of termination has been provided in writing from one party to the other.
3. The Agency understands that it will not be involved in any conduct which is false, misleading, deceptive or in breach of the Code or law when providing its Service.
4. The Agency understands that the School will complete its own due diligence on the Agency to determine, in its sole discretion, if the Agency complies with point 3 above.
5. The Agency understands that the School:
  - 5.1. Has an obligation to ensure that the Agency and its employees are not involved in any conduct which is false, misleading, deceptive, or in breach of the Code or law when providing the Service.
  - 5.2. Will monitor and review the Agency's performance throughout the Term to ensure the Agency is not involved in any conduct which the School considers, in its sole discretion, to be false, misleading, deceptive or in breach of the Code or law.
6. The Agency understands and agrees:
  - 6.1. To provide the School with such information as it requires to complete its ongoing investigations under point 5.
  - 6.2. That the School will have the final decision in determining the Agency's compliance under point 5.

### SCHOOL SERVICES

7. The School agrees that it will provide the Agency with up to date materials and information on:
  - 7.1. The School;
  - 7.2. Studying in New Zealand;
  - 7.3. Working in New Zealand;
  - 7.4. Living in New Zealand; and
  - 7.5. The School application forms, agreement forms, fee schedules and school policies.  
(clauses 7.1 to 7.5 are together known as the Materials)

### AGENCY SERVICES

8. The Agency acknowledges that, in providing the Service, it is bound by the Education (Pastoral Care of International Students) Code of Practice 2016 (the Code), the Education Act 1989 and any other applicable laws of New Zealand.
9. The Agency confirms that its employees have read and understood the Code and that the Agency and its employees will comply with it on a continuous basis throughout the Term.



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10. In providing the Service, the Agency shall comply with all reasonable requests and directions of the School.
11. The Agency agrees that as part of the Service and in consideration of any payment it may receive it will:
  - 11.1. Promote the School in a professional and ethical manner.
  - 11.2. Only distribute materials which are the same or similar to the Materials provided by the School and comply with all requests from the School to review the materials supplied by the Agency in providing the Service.
  - 11.3. Evaluate and screen prospective students to ensure that they meet the School standards and requirements, provided to them as part of the Materials.
  - 11.4. Collect and forward to the School all necessary information required by the School, including but not limited to the relevant Materials.
12. The Agency acknowledges that the School will decide, at its sole discretion, whether it enrolls a student. The decision of the School will be final and a copy of all decisions will be forwarded to the Agency.

## **PAYMENT**

13. The School agrees to pay the Agency a commission amounting to 15% of the tuition fee paid per student for the first period of enrolment that a student is enrolled at the School and a commission amounting to 15% of the tuition fee paid per student for any subsequent periods of enrolment (the Commission) for which a student remains enrolled at the school unless otherwise agreed between the parties in writing.
14. The Agency agrees that where the School receives written notice from a student, or a student's parent (if the student is under 18 years of age) that the Agency no longer acts for a student, no further Commission will be paid to the Agency in respect of that student for any subsequent period of enrolment from the date of such notice.

## **INDEMNITY**

15. The Agency indemnifies the School against any and all liability, loss, damage, cost or expense which the School may sustain, incur, suffer or be required to pay by reason of wilful or negligent acts or omissions of the Agency in relation to this Agreement.
16. The Agency acknowledges and agrees that it will not incur any costs or expenses on behalf of the School. For the avoidance of doubt the School will not be responsible to the Agency for any costs and expenses it has incurred on behalf of the School, without the School's prior written permission.

## **TERMINATION**

17. This Agreement may be cancelled by either party giving four (4) weeks written notice to the other party.
18. If the School becomes aware that the Agency is engaging in false, misleading or deceptive conduct or otherwise contravening its obligations under this Agreement or the School's obligations under the Code or law, the School will immediately terminate this Agreement without further notice.
19. This Agreement is governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

## **EXECUTION**

20. This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by email or facsimile transmission.

