

# EMPOWERING CONFIDENT LEARNERS

## International Agent Agreement

Between

Chaucer School

(Hereafter referred to as 'Education Provider')

And

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(Hereafter referred to as "Agent")

Whereby the Education Provider appoints the Agent as a Representative of Chaucer School 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 that the Agent may 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 with the proper counselling of prospective students. At its own expense the Education Provider shall provide the Agent with adequate stocks of application forms.
3. The Education provider shall answer any enquiries and send all correspondence and related documents to the Agent promptly via the most efficient means

### **Commission Payments**

4. For each individual student enrolled with the Education Provider, following recommendation by the Agent, the Education Provider shall pay to the Agent a professional fee amounting to 15% of the tuition fee (GST exclusive) paid by the student to the Education Provider for academic tuition as an international student while the student attends the Education Provider and this agreement remains in force. A professional fee shall only continue to be payable by the Education Provider to the Agent for so long as the Agent is retained by the student enrolled.

5. This fee shall be paid on receipt of a GST tax invoice from the Agent within four weeks of the student commencing school at the Education Provider. The tax invoice must comply with New Zealand taxation requirements and include GST details, supplier's registered name and student name.
6. The Education Provider agrees to refund the tuition fee, and any other fee received from the Agent (less any administration fee and in accordance with the Education Provider's refund policy) if the student is refused the final visa application.
7. The Education Provider reserves the right to refuse a student's application if it considers that there are justifiable reasons to do so.
8. The Education Provider will not pay a commission if the Agent:
  - a) Does not indicate on the application form that they represent the student
  - b) If the student has already submitted an application form to the Education Provider
  - c) If the student is refused final visa/permit application.

### **Performance of Duties**

9. The Education Provider will review the Agent's performance annually. This will take place in the form of a meeting between the Education Provider and the Agent to determine whether the Agent has met the needs of the International Agent Contract and also met the needs of the families he/she is representing.
10. The Agent acknowledges that it is bound by the Code of Practice for the Pastoral Care of International Students.
11. The Agent acknowledges that ethical performance by it and its employees is of paramount importance.

### **B Agent**

1. The Agent shall advise, evaluate and screen all prospective students and shall collect from the student on behalf of the Education Provider the necessary application forms, reports, testimonials, family register and any other documents requested by the Education Provider. These will then be submitted 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. 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.
6. The Agent shall ensure the Education Provider received the tuition and any other fees from the students and the Agent will remit these amounts to the Education provider by cash, cheque, New Zealand bank draft or direct deposit.

7. Should the Education provider be required, under its refund policy, to refund any fee or part of a fee paid by a student, the Agent must refund a proportionate part of that commission paid to it by the Education Provider.
8. The Agent will not engage in any false, misleading or deceptive conduct or otherwise contravene any of its obligations or the Education Provider's obligations under the Code of Practice for the Pastoral Care of International Students.
9. The Agent confirms that he/she has read and understood the New Zealand Ministry of Education 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 weeks. The agreement shall be valid for two 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 its obligations or 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 such activity immediately, the Education Provider may terminate this Agreement without further notice.

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

The Terms of this agreement are hereby agreed by:

Signed for on behalf of the Education Provider:

Signature \_\_\_\_\_ Principal

Date \_\_\_\_\_

2A Chaucer Place,  
Blockhouse Bay  
Auckland 0600

Ph. (09) 626 6699

Signed for on behalf of the Agent

Signature \_\_\_\_\_ Designation \_\_\_\_\_

Date \_\_\_\_\_

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