

RECRUITMENT AGENT AGREEMENT

between

Cashmere High School

and

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

Whereby Cashmere High School appoints the **AGENT** as a Representative of Cashmere High School for all the courses and programmes offered by Cashmere High School, on the terms specified below. Cashmere High School is bound by the Education (Pastoral Care of International Students) Code of Practice 2016 hereafter referred to as "Education Code".

CASHMERE HIGH SCHOOL

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

Information

2. Cashmere High School will provide the AGENT complete and up-to-date information on Cashmere High 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. At its own expense Cashmere High School shall provide the AGENT with adequate stocks of current prospectus, information leaflets, application forms and other useful promotional materials.
3. Cashmere High School shall answer any enquiries and send all correspondence and related documents to the AGENT promptly via the most efficient means.
4. Cashmere High School shall send all the necessary documents to the AGENT before receiving fees and on receipt of payment of fees will send the receipt, confirmation letter and offer of place to the AGENT.

Commission Payments

5. For each individual student enrolled at Cashmere High School, following recommendation by the AGENT, Cashmere High School shall pay to the AGENT a professional fee amounting to **15%** of consecutive year enrolments for academic courses. This fee shall be remitted to the AGENT after the student has started at Cashmere High School.

6. Cashmere High School will make payments on receipt of an invoice, which must include the AGENT, student name, study period, tuition fee amount and student name/s.
7. Cashmere High School agrees to refund the tuition fee, and any other fee received from the AGENT (less any administration fee and in accordance with the Provider's refund policy) if the student is refused the final visa application.
8. Cashmere High School reserves the right to refuse a student's application if it considers that there are justifiable reasons to do so.
9. Cashmere High 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 Cashmere High School.

Performance of Duties

10. Cashmere High School will monitor all student accommodation and arrange homestay accommodation if required as per the Education Code.
11. Cashmere High School will monitor the AGENT's performance. This could be by way of student satisfaction surveys, interviews as per the Education Code.
12. Cashmere High School will direct the AGENT to a copy of the Education Code in the AGENT'S own language if appropriate.
13. Cashmere High School will advise the AGENT that ethical performance by the AGENT is of paramount importance.
14. Cashmere High School will request the contact details of a referee and make contact with them to assure the AGENT is bona fide.

The AGENT

1. The AGENT shall advise, evaluate and screen all prospective students and shall collect from the students on behalf of Cashmere High School the necessary documents for enrolment and any documents specifically requested by Cashmere High School.
2. The services and responsibilities of the AGENT to Cashmere High School shall include promotion of Cashmere High School and its programmes. The AGENT shall also provide information to prospective students and parents to ensure they have a full understanding of the school and its courses, rules and regulations, grievance procedures and the schools quality assurance results before committing to enrolment.

3. The AGENT shall ensure that international students (or the parents or legal guardians) have the information required to understand their interests and obligations before entering into a contract with the school.
4. The AGENT shall endeavour to introduce and recommend individuals who are genuinely, academically and financially qualified for admission to Cashmere High School.
5. The AGENT shall support the student (or the parents or legal guardians) to make well-informed enrolment decisions that are appropriate to the educational outcomes sought by the student.
6. The AGENT shall submit complete documentation of the student's application to Cashmere High School.
7. The AGENT shall ensure that any tuition or other fees paid to the AGENT for study at Cashmere High School will be remitted to Cashmere High School in full.
8. The AGENT will not engage in any false, misleading or deceptive conduct or otherwise contravene any of Cashmere High School's obligations under the Education Code.
9. The AGENT will immediately disclose to Cashmere High School any information or evidence of any serious, deliberate and or ongoing conduct that is false, misleading and deceptive or in breach of the law.
10. The AGENT confirms that he/she has read and understood the Education Code, which can be viewed at <http://www.nzqa.govt.nz/providers-partners/caring-for-international-students> . The Agent agrees to comply with the Education Code and understands that any breaches of the Education Code will result in the termination of this agreement.

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 Cashmere High School becomes aware that the AGENT is engaging in false, misleading or deceptive conduct or otherwise contravening Cashmere High School's obligations under the Education Code, this agreement will be terminated. Cashmere High 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.

THE TERMS OF THIS AGREEMENT ARE HEREBY AGREED BY:

Signed for and on behalf of Cashmere High School:

Signature:



Designation: Director of International Students

Date: Tuesday, 14 June 2016

Name: Tania Woodham

Signed for and on behalf of AGENT:

Signature:

Designation:

Date:

Name:

I have read and understood the conditions of this Agreement/Contract and I agree to follow them. I have also read and fully understand Cashmere High School's obligation to the Education Code and agree to support the guidelines.

Confirmation of Agreement
Please complete and return this Agreement to Cashmere High School.

Agency Name:		
Agency Contact:		
Physical Address:		
Mailing Address: <i>(If different from above)</i>		
Phone and Cell:		
Email Address:		
Website:		
Referee #1 Name:		
Institution:		
Email Address:		
Phone:		
Referee #2 Name:		
Institution:		
Email Address:		
Phone:		

Commission Payment Details	Payment is made by Direct Credit into the Agent's bank account, please ensure the following information is included on the invoice.	
	NZ Account:	Payee Name Bank Account Name Bank Account Number
	Overseas Account:	Payee Name Bank Name Bank Account Name Bank Account Number Currency SWIFT No.