

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 (less any administration fee and in accordance with the Provider's refund policy) if the student is refused the final visa application.
8. The **EDUCATION PROVIDER** reserves the right to refuse a student's application if it considers that there are justifiable reasons to do so.
9. 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

10. The **EDUCATION PROVIDER** will arrange homestay accommodation if required.
11. The **EDUCATION PROVIDER** will review the AGENT's performance annually. This could be by way of student satisfaction surveys, interviews.
12. 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.
13. The **EDUCATION PROVIDER** will advise the AGENT that ethical performance by the AGENT is of paramount importance.

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.

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.

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 the EDUCATION PROVIDER:

Signature: _____ Date: 25 _____

Designation: Office Manager _____

Signed for and on behalf of AGENT:

Agent Signature: _____ Date: _____

Confirmation of Agreement

Please complete and return this form to the Education Provider.

Please keep 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)	Payment in NZ <input type="checkbox"/> Cheque <input type="checkbox"/> Direct Credit	Provide the following when making payment: Payee name Bank name and address Account name and number
	Overseas Payment <input type="checkbox"/> Bank Draft <input type="checkbox"/> Telegraphic Transfer	Please provide the following when you send in your Commission Invoice: Payee name, currency preference Clearing country (for Euro payments) Bank name and address Account name and number Swift Code / Corresponding Bank

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.

Agent Signature: _____ Date: _____