



RECRUITMENT AGENT AGREEMENT

MISSION STATEMENT

"To be a Christian community of learning that nurtures young people towards their full potential as servant leaders in the kingdom of God."

RECRUITMENT AGENT AGREEMENT

between

KINGSWAY SCHOOL

(hereafter referred to as "School")

and

_____ (hereafter referred to as "Agent")

whereby the School appoints the Agent as a Representative in the country of _____, for all the courses and programmes offered by the School, on the terms specified below.

A. THE SCHOOL

1. The School is a signatory to the Code of Practice for the Pastoral Care of International Students. The School is authorised to offer tuition to students from Year 1-13 and may have students from Year 7 and upwards living without a parent. The School also has authorisation for Group Visits.
2. The School agrees to give the Agent the authority to recommend individual students to the School in accordance with the admission standards and policies of the School and/or any other guidelines agreed by both parties.
3. The School shall endeavour to provide the Agent complete and current information on the School with regard to the programmes, course structure, fee schedules, admissions policies and other important aspects so as to assist in the proper advice of prospective students. At its own expense, the School shall provide the Agent with adequate stocks of information leaflets, application forms and other useful promotional materials.
4. The School shall answer any enquiries from the agent and send all correspondence and related documents to the Agent promptly via the most efficient means.
5. The School shall send all the necessary documents to the Agent for student passport procedures and visa application before receiving fees remitted from the Agent.
6. For each individual student enrolled at the School, following recommendation by the Agent, the School shall pay to the Agent a professional fee amounting to 15% of the first year's tuition fee for academic courses. Each subsequent year will be paid at the rate of 10% of the year's tuition fee. This fee shall be remitted in the form of electronic banking, International Bank Draft or cheque (NZ\$) to the Agent immediately following the first three weeks after the student has started at the School and an invoice has been received from the agent with their banking details.
7. The School 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 School will arrange home stay accommodation as required.
9. The School will direct the Agent to a copy of the Code of Practice for the Pastoral Care of International Students, in the Agent's own language if appropriate.
10. The School advises 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, ensure that applicants are acceptable to the school and its special character and shall collect from the students, on behalf of the School, the necessary application forms, reports, testimonials, passports, financial guarantee letters and any other documents requested by the School. These will then be given to the School.
2. The services and responsibilities of the Agent to the School shall include promotion of the School, its programmes, and other services including accommodation for students and the image of New Zealand Education to the best of their ability. 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 measures to ensure that only factual and current information is given.
4. The Agent will ensure that all students are physically and emotionally fit enough to reside in New Zealand. The agent will ensure that there is full disclosure of any health issues.
5. The Agent shall endeavour to introduce and recommend individuals who are academically suitable for admission to the School and able to meet the costs incurred as an International Student.
6. The Agent shall submit complete documentation of the student's application to the School promptly by email, airmail, or any other efficient method as required.
7. The Agent shall ensure the School receives the tuition and any other fees from the students and the Agent will remit these amounts to the School by International Bank Draft, bank cheque or internet banking (NZ\$) within one week of the student gaining acceptance into KingsWay School.
8. The Agent will submit an invoice for payment of commission on the tuition fees and be responsible for the payment of all taxes and levies on the commission together with any bank fees or penalty payments associated with the payment of the commission.
9. Should the school not receive payment for either the tuition fees or the homestay fees the Agent shall be held liable for the collection and payment of these fees.
10. The Agent will not engage in any false, misleading or deceptive conduct or otherwise contravene any of the School's obligations under the Code of Practice for the Pastoral Care of International Students.
11. The Agent confirms that he/she has read and understood the New Zealand Qualifications Authority (NZQA) Code of Practice for the Pastoral Care of International Students, copies of which can be viewed on the NZQA website at www.nzqa.govt.nz/studying-in-new-zealand/code-of-practice-for-the-pastoral-care-of-international-student/. The Agent agrees to comply with all the statutory and regulatory laws of the current Code of Practice for the pastoral care of international students, in particular with advertising requirements and consumer laws which are applicable to the relevant countries in which the school's tuition, care provision and accommodation services are being marketed and promoted by the agent. Any breaches of the Code may result in the termination of this agreement.
12. The Agent agrees to have no international student from KingsWay School living with them whilst they are an agent for the School.
13. The Agent agrees to have all appropriate visas completed and copies given to the School. Failure to do this may result in a student not being able to attend the School until such time as the correct visa is obtained.



C. TERM

- 1. The Agreement shall commence on the date signed by both parties and continue unless ceased under the conditions of termination as outlined in Section D.

D. TERMINATION:

- 1. This Agreement is subject to cancellation by either party on written notice of two (2) weeks. The Agreement shall be valid from the date of signature.

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

- 2. The agreement between the agent and the parents can be terminated at the conclusion of any school year providing at least one month's written notice has been given to The Agent and The School.

THE TERMS OF THIS AGREEMENT ARE HEREBY AGREED BY:

Signed for and on behalf of the SCHOOL:

SCHOOL

Name: _____ Designation: _____

Signature: _____ Date: _____

Signed for and on behalf of AGENT:

AGENT

Name: _____ Designation: _____

Signature: _____ Date: _____