



AGENCY AGREEMENT

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

The intention of the Agreement is to formalise the arrangement and to safeguard the interests and welfare of international students at Christchurch Boys' High School.

Name of School: **Christchurch Boys' High School**

Address of School: **71 Straven Road, Riccarton 8440, New Zealand**

Name of 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. Recruiting and enrolling International Students to attend the School: and
 2. Supporting those international students on an ongoing basis through out their enrolment at the School (clause 1.a and 1.b 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 as 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
 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 its service.
 2. Will monitor and review the Agency's performance through 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 understand and agrees:
 1. To provide the School with such information as it requires to complete its ongoing investigations under point 5.
 2. That the school will have the final decision in determining the Agency's compliance under point 5.
7. The Agency understands and agrees that with regards to Agency performance:
 1. The school is required to investigate any complaints or concerns about the Agency and may require the agent to responds to these concerns
 2. The school may require ongoing or additional training for the Agency and its employees with respect to the school's policies and processes as deemed necessary.

SCHOOL SERVICES

8. The School agrees that it will provide the Agency with up to date materials and information on:
 1. The School
 2. Studying in New Zealand
 3. Working in New Zealand
 4. Living in New Zealand, and
 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

9. The Agency acknowledges that, in providing the Service, it is bound by the Education Code of Practice for the pastoral Care of International Students (the Code), the Education Act 1989 and any other applicable laws of New Zealand.
10. The Agency acknowledges that they understand the ethical principles required of agencies and consultants as laid out in the **London Statement of Principles** and that they are required to:
 1. Practice responsible business ethics
 2. Provide current, accurate and honest information in an ethical manner
 3. Develop transparent business relationships with students and signatories through the use of written agreements
 4. Protect the interest of minors
 5. Provide current and up-to-date information that international students to make informed choices when selecting which agent of consultant to employ.
 6. Act professionally
 7. Work with New Zealand signatories to raise ethical standards and best practice.
11. 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.
12. In providing the Service, the Agency shall comply with all reasonable requests and directions of the School.
13. The Agency agrees that as part of the Service and in consideration of any payment it may receive it will:
 1. Promote the School in a profession and ethical manner.
 2. Only distribute materials which are the same or similar to the Materials provided by the School and comply with all request from the School to review the materials supplied by the Agency in providing the Service.
 3. Evaluate and screen prospective students to ensure that they meet the School standards and requirements, provided to them as part of the Materials.
 4. Collect and forward to the School all necessary information required by the School, including but not limited to the relevant Materials.
14. 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

15. The school agrees to pay the Agency a commission amount to 15% (incl GST) of the Tuition fee paid by per student (the Commission) for each and every period of enrolment that a student is enrolled at the School, unless otherwise agreed between the parties in writing.
 1. Commission shall only be paid on receipt of an invoice from the Agency once the student has commenced their study.
 2. Commission shall only be paid on invoices received during the academic year in which the student attends the School.

3. The payment of commission is subject to the tuition fee being received in full by the school
16. 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

17. 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.
18. 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

19. This Agreement may be cancelled by either party giving (4) weeks written notice to the other party.
20. 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.
21. 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

22. 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.

AGENCY

By signing below the Agency confirms that it has read the Agreement and agrees to be bound by it in all respects:

Name: _____ Signature: _____ Date: _____

Authorised Signatory

SCHOOL

By signing below the authorised signatory of the School confirms that they are authorised to sign on behalf of the School and confirms that the School will be bound by the Agreement in all respects:

Name: _____ Signature: _____ Date: _____

Nic Hill - Headmaster

Christchurch Boys' High School