



WHITECLIFFE

COLLEGE OF ARTS & DESIGN

TE WHARE TAKIURA O WIKIRIWHI

EDUCATION RECRUITMENT AGENT AGREEMENT

between

Whitecliffe College of Arts & Design

(hereafter referred to as "**EDUCATION PROVIDER** ")

and

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

whereby the **EDUCATION PROVIDER** appoints the **AGENT** as a Representative of *Whitecliffe College of Arts & Design* 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 to give the **AGENT** the authority to 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 in the proper counselling of prospective students. At its own expense the **EDUCATION PROVIDER** shall provide the **AGENT** with adequate stocks of Prospectus, information leaflets, application forms and other promotional materials.
3. The **EDUCATION PROVIDER** shall answer any enquiries and send all correspondence and related documents to the **AGENT** promptly via the most efficient means.
4. The **EDUCATION PROVIDER** shall send all the necessary documents to the **AGENT** or student directly, for visa application before receiving fees remitted from the **AGENT** or student.

Commission Payments

5. For each individual student enrolled at the **EDUCATION PROVIDER**, following recommendation by the **AGENT**, the **EDUCATION PROVIDER** shall pay to the **AGENT** a professional fee based on a part percentage of the applicable tuition

fee. This fee as agreed with the **EDUCATION PROVIDER** is **20%**. This fee is based on either the first year tuition fee (for courses one year or over) or 18 weeks (for the Foundation Certificate.).

- Where a student has enrolled in either the full year Foundation Bridging Certificate, or in the 18 week Foundation Certificate and proceeds to enrol for and be accepted into Year 1 of the BFA, a further commission of 10% of the full year tuition fee will be paid to the authorised agent who complies with agent obligations as listed in this Agreement.
 - In all other circumstances commission will only be paid for first time students coming into an NZQA accredited course.
- 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, agreed commission and commencement date.
- 7.** The **EDUCATION PROVIDER** will **NOT** pay a commission if:
- The **AGENT** does not complete their section in the Application Form in full, confirming that they represent the student; this includes an agency stamp.
 - The student withdraws from their course of study within the official refund period.
 - The student has already submitted an application form to the **EDUCATION PROVIDER**.
 - The student does not recognise the **AGENT** as their consultant for their choice to study at Whitecliffe.
 - The details given in this **Education Recruitment Agent Agreement** do not match those given on the **Education Recruitment Agent Application form**.

Performance of Duties

- 8.** The **EDUCATION PROVIDER** will review the **AGENT's** performance annually. This could be by way of student satisfaction surveys, interviews or site visits.

9. 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.
10. The **EDUCATION PROVIDER** will advise the **AGENT** that ethical performance by the **AGENT** is of paramount importance.

B. The AGENT

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**.

1. Agency: Nothing in this Agreement creates a legal agency relationship between the **EDUCATION PROVIDER** and the **AGENT**. The **AGENT** is not authorised and must not:

- A. make or purport to make, any representations on behalf of the **EDUCATION PROVIDER**, other than is expressly authorised in writing by the **EDUCATION PROVIDER**. or
- B. enter, or purport to enter, any agreement or undertaking on behalf of the **EDUCATION PROVIDER**

2. Key Services and responsibilities of the **AGENT** to the **EDUCATION PROVIDER** include:

- A. Promotion of the **EDUCATION PROVIDER**, its programmes, and services in the most correct and appropriate manner.
- B. Giving advice to prospective students and parents to ensure they have a full understanding of Whitecliffe before committing to enrolment.

- C. 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.

3. Payment of Tuition Fees and Student Visa Application

- A. The **AGENT** shall ensure that payment of tuition fees is made as soon as possible after the issue of the Offer of Place, preferably within three months of the commencement of study date giving due consideration to the time required for the application for, and issue of a valid student visa for study at Whitecliffe.
- B. Where the **AGENT** receives payment of the tuition fee/s from the student the **AGENT** holds those fees in trust for the student/s and must transfer the said fees to the **Whitecliffe Public Trust Account** as soon as possible and no later than one week after receipt of the fees,
- C. Where a student is making payment of the tuition fee directly to the **Whitecliffe Public Trust Account** the **AGENT** must advise the student that following the issue of an Offer Of Place, .timely payment is required in order to obtain a student visa before course commencement.
- D. Where an Offer of Place is issued with less than two months until the commencement of study the **AGENT** shall ensure that the payment of fees and filing of the visa application with Immigration New Zealand is completed as soon as possible.
No student can commence study at Whitecliffe without a valid student visa to study at Whitecliffe.

4. Communication

- A. The **AGENT** shall submit complete documentation of the student's application to the **EDUCATION PROVIDER** promptly by email, or any other efficient method as required.
- B. 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.
- C. If at any point contact details, business arrangements or consultants working for the **AGENT** change they must immediately notify the **EDUCATION PROVIDER** with the new details.
- D. The **AGENT** will take a proactive stance to gaining any further information from the **EDUCATION PROVIDER** surplus to that which is initially provided or known.

5. Appropriateness

- A. The **AGENT** shall endeavour to introduce and recommend individuals who are academically and financially qualified for admission to the **EDUCATION PROVIDER**.
- B. 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.

- C. 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.

Breach or change of AGREEMENT

- This Agreement is subject to cancellation by either party on notice of two (2) weeks.
- This agreement is made based on the information supplied on signing, if details change the **EDUCATION PROVIDER** may reconsider or alter this agreement with the **AGENT**s cooperation.
- The Agreement shall be valid for two (2) years from the date of signature.
- Any renewal of the Agreement will be negotiated and the **AGENT** will be notified.

It is acknowledged that both the **EDUCATION PROVIDER** and the **AGENT** will strive for the success of this agreement, with the best intentions for prospective students. If the **EDUCATION PROVIDER** judges that the **AGENT** has or is not currently fulfilling their role according to this agreement, the **AGENT** will receive a warning, response to this warning can justify termination.

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**.

THE TERMS OF THIS AGREEMENT ARE HEREBY AGREED BY:

Signed for and on behalf of the EDUCATION PROVIDER:

Signature: _____
Lianne Saunders

Designation: _____
Marketing Manager

Date:

I, the **AGENT** 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.

Signed for and on behalf of AGENT:

AGENT Signature: _____

Date: _____

Name (please print): _____

Agency Stamp:

Confirmation of Agreement

Please complete and return this form to *Whitecliffe College of Arts & Design* with one copy of the Agreement Contract for our records.

Agency Name			
Agency Signatory & Title			
Physical Address			
Mailing Address (If different from above)			
Phone		Fax	
Email			
Website			
Please name a person that we can contact for updates and queries throughout your service with us.	Our contact person:		
	Contact person's email		
	Contact person's phone number:		
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: Bank Payee Name Name and Address Account Name and Number Swift Code / Corresponding Bank	
	Overseas Payment <input type="checkbox"/> Bank Draft <input type="checkbox"/> Currency Preference <input type="checkbox"/> Clearing Country (for Euro Payments) <input type="checkbox"/> Telegraphic Transfer	Please provide the following when you send in your Commission Invoice: Payee Name Bank Name and Address Account Name and Number	