

ETC - English Teaching College International Agency Recruitment Contract

Parties

- 1 ETC- Education and Training Consultants New Zealand Ltd (Legal name) referred to in this document as the "School"

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Background

- A The School offers tuition and arranges accommodation for international students while in New Zealand.
- B The Agent acts on behalf of the School which organizes tuition and accommodation for international students.
- C The School has agreed to appoint the Agent for the purpose of recruiting international students to the School and the parties now wish to record the terms of their agreement.

Agreement

1 Appointment As Agent

- 1.1 The School appoints the Agent on a non-exclusive basis as its agent to carry out the following services on behalf of the School:
- (a) Promote the School to overseas students by appropriate means;
 - (b) Obtain tuition applications and accommodation applications that are acceptable to the School from overseas students;
 - (c) Arranges the collection of tuition and accommodation fees on behalf of the School.
 - (d) Process Student Visa and travel documents.

2 Agent's Obligations

- 2.1 Recruitment agents must read & comply with the New Zealand Government Code of Practice.
- (a) Copies are available from website www.minedu.govt.nz/goto/international
 - (b) Translations in Simplified Chinese, Traditional Chinese, Japanese, Korean and Indonesian are available from the above website.
 - (c) This agent contract may be terminated if agents breach the New Zealand Code of Practice.
 - (d) Maintain high ethical standards at all times.

- (e) The Recruitment Agent must not, engage in any false, misleading, or deceptive conduct.
- (f) Agent agrees not to discount any fees or offer other student inducements
- (g) Contravene any of the obligations under the Code

- 2.2 In the performance of the services set out in clause 1.1, the Agent shall at all times comply with the instructions of the School and with all relevant New Zealand and international laws. The Agent shall promote the tuition and accommodation services in accordance with the School's promotional material and shall only commit or purport to commit the School to any obligation to provide a student with tuition or arrange accommodation for any student on the basis of the School's directions. The Agent shall conduct the recruitment of international students at all times in an ethical and responsible manner.
- 2.3 The Agent shall use best endeavors to promote the tuition and accommodation services being offered by the School and carry out the services with reasonable skill and care.
- 2.4 The Agent shall be liable for all costs, expenses and outgoings which it incurred by it or by any of its employees or representatives, in carrying out the services and shall not without the prior written approval of the School:
- (a) Incur any expenses in the name of the School;
 - (b) Pledge the credit of the School; or
 - (c) Enter into any arrangement with any person that places an obligation on the School without first obtaining the written approval of the School.
- 2.5 The agent will keep the school informed about it policy regarding fees and any other costs that they charge students to study at ETC.

3 Evaluation of International Students

- 3.1 In securing tuition applications and accommodation applications from international students the Agents must:
- (a) Evaluate the proficiencies and aspirations of students against the educational opportunities offered by the School;
 - (b) Not decline an appropriate international student unless specifically requested to do so by the School: and
 - (c) Not recruit an international student unless the Agent is entirely satisfied that the student is suitable.

- 3.2 The Agent is requested to become familiar with the following forms; ETC's Application for Tuition, Application to Provide Accommodation, Enrolment & Refund Policy (on the website) and Terms & Conditions of Accommodation for students and Host families in English. All recruitments must be made on the basis of the standard agreements as amended by the School from time to time.

4 Term

- 4.1 This agreement shall commence on the signed date and continue in force until terminated in accordance with clause 6.

5 Commission

- 5.1 Subject to the Agent complying with, observing and performing this agreement in every respect, the Agency shall be entitled to commission as set out in Schedule 1 for the successful recruitment of international students to the School. The Agent shall receive the commission set out in Schedule 1 on receipt by the School of the relevant student's fees for the duration of study. The Agent shall be responsible for the payment of all taxes and levies on the commissions.

6 Termination

- 6.1 ETC will immediately advise the agent in writing if they fail to comply with the New Zealand Code of Practice. If the agent fails to cease the activity, ETC will immediately
- (a) Withdraw their accreditation of that agent;
 - (b) Terminate their agreement with that agent; and
 - (c) Stop accepting students through that agent.
- 6.2 Either party may terminate this agreement by giving 20 days notice in writing to the other party.
- 6.3 This Agent contract will terminate if the Agent is unable to recruit at least one international student per year.

7 Indemnity

- 7.1 The Agent shall indemnify the School and hold it harmless from any and all costs and expenses including legal expenses and losses, damages and claims of every kind arising out of or in any way relating to the operation of the Agent's business, or any act or omission of the Agent, its employees or agents acting on its behalf while undertaking any aspect of the agency services.

8 Confidentiality

- 8.1 All matters relating to this agreement (including its terms and conditions) and all information acquired or received by either party to this agreement in the course of providing the agency services shall be held and kept confidential, shall be used only for the purposes of implementing this agreement and shall not be disclosed by the other party except:
- (a) As required by law;
 - (b) In good faith in proper furtherance of this Agreement;
 - (c) With the prior written consent of the other party.

9 Governing Law

- 9.1 This agreement shall be construed and take effect in accordance with the domestic laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this agreement the Agent irrevocably submits to the jurisdiction of the courts of New Zealand.

10 Service

- 10.1 If requested by the School, the Agent is required to appoint a process agent in New Zealand to receive, for it and on its behalf, service of process in any proceedings. Such service shall be deemed to be completed on delivery to that process agent (whether or not it is forwarded to and received by the Agent). If for any reason the process agent ceases to be able to act as such or no longer has an address in New Zealand, the Agent irrevocably agrees to appoint a substitute process agent acceptable to the School and to deliver the School a copy of the new process agent's acceptance of the appointment within 30 days

11 Disputes

- 11.1 Should any dispute or difference arise between the parties concerning this agreement they agree that they will, in good faith, endeavour to resolve the dispute by consultation and negotiation. However, if the dispute remains unresolved for a period of 30 days or more then it is open to either party to take such steps as it considers appropriate.

12 General

- 12.1 This agreement and the Agent's rights and obligations under it may not be assigned by the Agent without the prior written consent of the School.
- 12.2 Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this agreement shall not constitute a waiver as to the matter or any other matter either then or in the future.

- 12.3 Notices given under this agreement must be in writing, given to the addresses set out below. Notices sent by post shall be deemed to have been received five (5) days after posting, and notices sent by facsimile shall be deemed to have been received contemporaneously.

School

Agent

13 Entire Agreement

- 13.1 This agreement including the attached schedules contains the entire agreement of the parties. The terms of the agreement may be changed only by agreement in writing signed by both parties.

Execution

Signed for and on behalf of **ETC – English Teaching College
(Education and Training Consultants New Zealand Ltd)**

By:

Date:

Signed for

By:

Date:

Contact Person:

Contact Address:

Contact Email:

Phone Number:

Fax Number:

Schedule 1

Commission

Commission

- 1.1 Commission rate is 20 % in any one academic year.
- 1.2 Commission is paid for first and consecutive enrolments for each student.
- 1.3 Commission is payable on tuition Fees only.
- 1.4 Agent pays the total fees (gross amount) before the start date of the students' course.
- 1.5 Commission is paid only on the proportion of paid study.