

Amesbury School

Educational Agency Agreement



Amesbury School

Learning for life; learning to live. Joy for learning; joyful living.

Educational Agency Agreement

BETWEEN: **Amesbury School,**
48 Amesbury Drive, Churton Park, Wellington 6037, New Zealand.
Ph: +64 4 477 3423 Email: office@amesbury.school.nz

AND: **Company Name**
Address
Phone
Email

OVERVIEW

Amesbury School recognises the vital role of Educational Agents in marketing to and recruiting international students. Any Educational Agents working with Amesbury School must comply with the [Education \(Pastoral Care of International Students\) Code of Practice 2016](#). A copy of the Code is also available in other languages from www.nzqa.govt.nz. It is important that the Educational Agent acts with the utmost integrity at all times and are clear about their obligations to international students, their families and the schools they represent.

AMESBURY SCHOOL'S EXPECTATIONS

- Amesbury School will provide a high quality and safe educational environment for educational students in Years 1-6, with an academic programme personalised to each student's individual needs. The unique nature of the personalised education that students receive at Amesbury School is a key selling point of the school and it is important that Educational Agents understand this uniqueness.
- Where possible, the school expects that the Educational Agent will either visit the school or meet with a school representative prior to signing this agreement. Amesbury School will also supply an International Student Handbook, outlining the international programme at the school to assist Agents in promoting the school.
- The Educational Agent will attract students that suit the nature of the school and have an understanding of how teaching and learning are delivered at Amesbury School.
- A parent is required to accompany and live with any child enrolling at Amesbury School, and this parent is responsible for the wellbeing of the student while they are in New Zealand. The parent is responsible for arranging their own accommodation.

EDUCATIONAL AGENT'S ROLE

1. To accurately supply up-to-date information about the international programme at Amesbury School, including details of all costs.
2. To ensure quality applications that can be easily processed and accepted by the school by providing all information required including medical and learning concerns and schooling history. Amesbury School expects that the Educational Agent will ensure that the student is suitable to Amesbury School and the student's family is in a financial position to undertake study at Amesbury School.
3. To manage the immigration process on behalf of the international student and parent, including organising the student visa. Amesbury School agrees to provide all documentation required by the Educational Agent to facilitate this process.
4. To ensure that payment of all required tuition and administrative fees into the designated Amesbury School bank account as part of the enrolment process.
5. To ensure that all applicable contractual and legislative information, including but not limited to the Tuition Agreement, Homestay Accommodation Agreement (if applicable), International Student Fee Refund Policy, and the Education (Pastoral Care of International Students) Code of Practice 2016 are understood by the international student's parents and that they have been given a copy.
6. To abide by the terms of the Fair Trading Act 1986 regarding false, misleading and deceptive behaviour by the suppliers of goods and services.
7. To ensure that the family understands that the student cannot apply for refugee status while in New Zealand.

LONDON STATEMENT OF PRINCIPLES

The Educational Agent agrees to abide by the London Statement of Principles, which promote best practice among education agents, and are as follows:

- Agents and consultants practice responsible business ethics.
- Agents and consultants provide current, accurate and honest information in an ethical manner
- Agents and consultants develop transparent business relationships with students and providers through the use of written agreements
- Agents and consultants protect the interests of minors.
- Agents and consultants provide current and up-to-date information that enables international students to make informed choices when selecting which agent or consultant to employ.
- Agents and consultants act professionally.
- Agents and consultants work with destination countries and providers to raise ethical standards and best practice.

COMMISSION

The school will pay a commission fee in New Zealand dollars of 15% of the tuition fee received for the **duration** of the student's study at Amesbury School.

The commission shall be remitted in the form of electronic banking, in New Zealand Dollars, to the Educational Agent immediately following the first three weeks after the student has started at the School. An invoice must be received from the agent with their banking details. Commission must be claimed within a 12-month period or while the student is studying at Amesbury School.

REFUND OF COMMISSION

In the case where an Educational Agent has been paid commission for the recruitment of the international student, the following refund policies apply:

- Should the student withdraw from the school prior to commencing study, and commission has already been paid to the Educational Agent, the school will deduct 100% of the commission paid from the refund;
- If the student withdraws from the school after commencing study, 50% of the commission already paid to the Educational Agent will be deducted from the refund, if a refund is applicable.
- It is the Educational Agent's responsibility to reimburse the client the refund and any applicable commission.

TERMINATION OF AGREEMENT

Either party may terminate this agreement without cause giving five (5) days' notice to the other party. In this situation the rights already accrued are not affected. However, any violation of the Code of Practice or this agreement by the agent will result in the immediate termination of this contract.

Should the parents decide to terminate the arrangement with the Educational Agent, Amesbury School will cease to pay commission for the remainder of the student's time at Amesbury School. Parents must give notice in writing to Amesbury School and the Educational Agent. The Educational Agent will keep the commission that was paid.

TERM OF AGREEMENT

This agreement is valid for one year from the date signed by Amesbury School. It can be updated within this period by mutual agreement. A six-monthly review will be scheduled for the first contractual term to ensure that the relationship is developing smoothly.

CONFIRMATION OF AGREEMENT

For Educational Agent:

Educational Agent Name

Signed

Date

For Amesbury School:

Business Manager

Signed

Date



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