

Agency Contract

BETWEEN:

Institute of Commercial Education (NZ) Ltd

(Hereinafter referred to as the School”)

Address: 13 Aberfeldy Ave., Highland Park
P.O. Box 82328, Highland Park, Auckland, New Zealand
Tel No. +64 9 5343 869 Fax No. +64 9 5343 239
Website. www.seenet.co.nz Email. info@seenet.co.nz

AND:

Name: <i>(Hereinafter referred to as the agent”)</i>	
Address :	
Tel:	Mob:
Fax:	Email:

The school hereby appoints the agent as a representative to recruit students, subject to the agreed terms and conditions of the contract as detailed in subsequent sections.

AGREED TERMS AND CONDITIONS OF THE CONTRACT

Section One: Marketing and Information Provision

The agent will:

- Ensure that the applicant is aware of the following:
 - The conditions of acceptance as outlined in the prospectus and/or offer letter
 - The application requirements and procedures
 - Cost of tuition, accommodation and all related costs at the school
 - Refunds policy
 - The courses we offer
 - The kind of accommodation we offer (Homestay)
 - That students under 18 years can only study in the following 4 categories of accommodation:
 - Boarding establishment
 - Homestay
 - Living with designated caregiver
 - Living with parents
- Provide the student with the current school brochure in English in addition to an authorized translation of the brochure.

The school will:

- Provide up-to-date information brochures, enrolment forms, course information and fee information to the agent either in hard copy or on the website.

Section Two: Performance and Duties

The agent will:

1. Comply with the Code of Practice for the Pastoral Care of International Students, available from the NZ Ministry of Education website at <http://www.minedu.govt.nz> (Hereafter referred to as the Code”).
 - Maintain a high standard of ethical performance
 - Maintain and responsible for at least 85% satisfaction rate of students regarding non- teaching issues
 - Undertake to actively promote the school for the purpose of encouraging students to enrol in the school.

- Undertake to ensure that prospective students are qualified to be issued with a student visa in accordance with New Zealand Immigration Service regulations, and to prepare the necessary documents for application of visas.
- Undertake to ensure that prospective students for full time courses are diligent and dedicated to their studies.
- Send to the school all application forms and bank drafts representing payment of fees by students.
- Forward to the student all documentation issued by the school for the student.
- Inform the school of the student's confirmed arrival date and time 2 weeks prior to course commencement.

The school will:

1. Complete and forward offers of places, tuition fee receipts and all other enrolment documentation necessary to apply for a student visa to the agent/student.
2. Arrange airport pick-ups and homestay accommodation where applicable.
 - Undertake to provide all documentation in a timely manner.

Section Three: Miscellaneous

The agent will:

1. Act as a representative for the school, being an independent contractor and not an employee of the school. The school is not responsible for the agent business expenses or for the payment of any taxes. The agent may not sign any contract on behalf of the school.
2. Provide the school with the full contact details of the student parents and emergency contact persons for the student once tuition fees have been paid and/or prior to the student arriving in New Zealand.

Section Four: Termination

This contract may be terminated by the school if the agent is:

- Engaging in any false, misleading or deceptive conduct
- Contravening any of the schools obligations under the Code
- Breaching the Code

Either party may terminate this contract if the other party engages in unethical or illegal actions, becomes bankrupt or the parties mutually agree to terminate this contract, by giving two weeks written notice.

ACKNOWLEDGEMENT

The parties acknowledge that they have read and understood the terms and conditions of this contract, which is to become effective at the time of signing.

This contract is valid for six months. This contract can be renewed when it expires.

INSTITUTE OF COMMERCIAL EDUCATION (NZ) LTD

Signed: _____ (on behalf of the school);

Date:

Signed: _____ (The Agent)

Date:

SCHEDULE:

Commission:

The Institute of Commercial Education (NZ) Ltd agrees to pay the agent commission for enrolling students. Commission will be paid once the students' tuition fee arrived at ICENZ and completed at least one week of the course enrolled for. If the student does not complete one week of the course, the agent will not be entitled to receive commission for this student.

Commission: 25% of the net amount ICENZ gets paid by the international student for the first five students. It may be increased to 30% after 5 students are introduced in ICENZ.