

# INTERNATIONAL STUDENT RECRUITMENT AGENT AGREEMENT

## BETWEEN CORNWALL PARK DISTRICT SCHOOL AND:

Name

(hereafter referred to as the "AGENT")

The attached **Confirmation of Agreement** must be submitted with every new student.

*Whereby Cornwall Park District School appoints the AGENT as a Representative of Cornwall Park District School for all the courses and programmes offered by the Cornwall Park District School on the terms specified below.*

## CORNWALL PARK DISTRICT SCHOOL

1. **Cornwall Park District School** agrees to give the **AGENT** the authority to introduce and recommend individual students to Cornwall Park District School in accordance with the admission standards and policies of Cornwall Park District School, and/or any other guidelines agreed by both parties.

### Information

2. Cornwall Park District School shall endeavour to provide the AGENT complete and up-to-date information on the Cornwall Park District School 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 Cornwall Park District School shall provide the AGENT with adequate stocks of current prospectus, information leaflets, application forms and other useful promotional materials.
3. Cornwall Park District School shall answer any enquiries and send all correspondence and related documents to the AGENT promptly via the most efficient means.
4. Cornwall Park District School shall send all the necessary documents to the AGENT for student passport procedures and visa application before receiving fees remitted from the AGENT.

### Commission Payments

5. For each individual student enrolled at Cornwall Park District School, following a recommendation by the AGENT, Cornwall Park District School shall pay to the AGENT a professional fee amounting to 15% of each year's tuition fees for academic courses, providing the agent remains in regular contact with the school. This fee shall be remitted in the form of Telegraphic Transfer (TT) or International Bank Draft (NZ\$) to the AGENT within four weeks after the student has enrolled at Cornwall Park District School.
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 and commencement date.
7. Cornwall Park District School agrees to refund the tuition fee, and any other fee received from the AGENT (less any administration fee and in accordance with the Provider's refund policy) if the student is refused the final visa application.
8. Cornwall Park District School reserves the right to refuse a student's application if it considers that there are justifiable reasons to do so.
9. Cornwall Park District School will not pay a commission if the AGENT does not indicate on the Application Form that they represent the student, if the student withdraws from their course of study within the official refund period or if the student has already submitted an application form to the EDUCATION PROVIDER.

***Whakapau kaha - to be better than before***

## Performance of Duties

10. Cornwall Park District School will review the AGENT's performance annually. This could be by way of student satisfaction surveys, interviews.
11. Cornwall Park District School 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.
12. Cornwall Park District School will advise the AGENT that ethical performance by the AGENT is of paramount importance.

## THE AGENT

1. The AGENT shall advise, evaluate and screen all prospective students and shall collect from the students on behalf of the Cornwall Park District School the necessary application forms, reports, testimonials, financial guarantee letters, and any other documents requested by the Cornwall Park District School these will then be transmitted to the Cornwall Park District School.
2. The services and responsibilities of the AGENT to the Cornwall Park District School shall include promotion of the Cornwall Park District School, its programmes, and other services including accommodation for students. The AGENT shall also give advice to prospective students and parents to ensure they have a full understanding before committing to enrolment.
3. 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.
4. The AGENT shall endeavour to introduce and recommend individuals who are academically and financially qualified for admission to the Cornwall Park District School.
5. The AGENT shall submit complete documentation of the student's application to the Cornwall Park District School promptly by airmail, or any other efficient method as required.
6. The AGENT shall ensure Cornwall Park District School receives the tuition and any other fees from the students and the AGENT will remit these amounts to Cornwall Park District School by Telegraphic Transfer (TT) or International Bank Draft (NZ\$) within one week of the student gaining visa approval in principle.
7. The AGENT will not engage in any false, misleading or deceptive conduct or otherwise contravene any of the Cornwall Park District School obligations under the Code of Practice for the Pastoral Care of International Students.
8. 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](http://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.

## TERMINATION

This **Agreement is subject** to cancellation by either party on notice of two (2) weeks. The Agreement shall be valid for three (3) years from the date of signature. Any renewal of the Agreement will be negotiated.

If **Cornwall Park District School** becomes aware that the AGENT is engaging in false, misleading or deceptive conduct or otherwise contravening the Cornwall Park District School's obligations under the Code, the Cornwall Park District School will immediately advise the AGENT in writing to cease that activity. If the AGENT fails to cease, the Cornwall Park District School will immediately withdraw the AGENT'S accreditation, terminate this Agreement and stop accepting students from the AGENT.

Any dispute that may arise shall be settled in accordance with the laws of New Zealand.

### THE TERMS OF THIS AGREEMENT ARE HEREBY AGREED BY:

#### Signed for and on behalf of Cornwall Park District School

Signature

X

Designation

Date

#### Signed for and on behalf of AGENT

Signature

X

Name

Date

**Whakapau kaha – to be better than before**

193 Green Lane West, Greenlane, Auckland 1051. Ph: 09 524 6574  
Email: [international@cpds.school.nz](mailto:international@cpds.school.nz) [www.cornwallpark.school.nz](http://www.cornwallpark.school.nz)

# CONFIRMATION OF AGREEMENT



**Cornwall Park**  
District School  
*Te Kura O Maungakiekie*

**PLEASE COMPLETE AND RETURN THIS FORM TO CORNWALL PARK DISTRICT SCHOOL. KEEP A COPY OF THIS AGREEMENT CONTRACT FOR YOUR RECORDS.**

**THIS CONFIRMATION OF AGREEMENT MUST ACCOMPANY EVERY NEW APPLICATION.**

Name of student to be enrolled

Agency Name

Agency signatory and title

Physical Address

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Mailing Address - If different

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Telephone

Mobile Phone

Website

Email

## COMMISSION PAYMENT

Payment to NZ Bank - please provide the following with your commission invoice:

Payee Account Name

Bank Account Number

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Reference: Name of Student

Overseas Payment - please provide the following with your commission invoice:

- Bank Draft Payee Name, Currency Preference, Clearing Country (for Euro Payments)
- Telegraphic Transfer Bank Name and Address
- Account Name and Number
- Swift Code / Corresponding Bank
- Reference: Name of Student

I 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* (link on our website) and agree to comply with the conditions.

Signature

**X**

Name

Date

**Whakapau kaha - to be better than before**

193 Green Lane West, Greenlane, Auckland 1051. Ph: 09 524 6574  
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