



## AGENCY AGREEMENT

AN AGREEMENT made on: \_\_\_\_\_

**BETWEEN** One Tree Hill College  
Auckland, New Zealand **AND**

**AGENCY** \_\_\_\_\_

### IT IS HEREBY AGREED THAT:

1. One Tree Hill College appoints the agency to act on their behalf for the sole purpose of enrolling international students into One Tree Hill College advertised courses.
2. Either party can terminate this agreement, giving 30 days notice in writing. The agreement is terminated immediately upon breach of one or more of the agreed clauses.
3. During the term of this agreement One Tree Hill College will pay the agency the standard commission of 15% of the tuition only portion of the fee for the first and second year, 10% on the tuition fee for the third and subsequent years of a student's enrolment. Commission is paid on the tuition fees exclusive of the government levy of \$430.00 per year and Administration and Pastoral Fees. This commission will be paid after a student has arrived. In some circumstances the commission may be deducted before the fees are sent to the school.  
Commission is usually only paid to the first or original agent. Any exceptions to this will be made by the school based on the reasons for the change of agent.
4. Commission will be paid on an invoice sent to the school quoting the student's name and including your GST number, if applicable.

**Note: New Zealand-based agencies or agencies with bank accounts in New Zealand must be GST registered.**

5. In the event of a refund being required prior to the student commencing their studies all pre-paid tuition fees will be refunded less administration charges.  
See Refunds Policy
6. Enrolment of any international students is solely at the discretion of the Principal and Dean of International Students at One Tree Hill College. Should enrolment be declined details of the decision will be forwarded to the agent. Decisions of this nature are final.



**7. One Tree Hill College will:**

- a. Make every endeavour to visit, have a representative visit or in some other way make contact with the agent on an annual basis.
- b. Supply the agent with brochures, promotional materials, enrolment forms and other materials issued by One Tree Hill College in the course of business.
- c. Assist the agent in dealing with queries arising from an enrolment.
- d. Forward all documentation required by Immigration New Zealand for visa purposes immediately upon receipt of full fees.

**8. The Agent will:**

- a. Promote One Tree Hill College in an ethical and professional manner for the purpose of enrolling international students.
- b. Ensure that students and parents have all the information that they need to help them with the enrolment. This includes information about qualifications and courses. In particular, please ensure the parents understand the refunds policy.
- c. Organise documentation and payment to the school.
- d. Ensure the payments asked for are valid and as charged by the school.
- e. Help students to apply for student visas.
- f. Provide support to the student while they are studying at One Tree Hill College.
- g. Help the school to ensure that the student attends school and fulfils all school requirements.
- h. Contact the parents on behalf of the school when necessary.
- i. Ensure that the student has health and travel insurance that complies with the Education (Pastoral Care of International Students) Code of Practice 2016 and with standards expected by the school.

9. One Tree Hill College reserves the right to contact parents directly about any of the matters listed above and for any other matters relevant to the enrolment.

10. Agents MUST ensure that the parents sign all necessary documents. The Application Form and all other documents must NOT be signed by agents or guardians (unless a legal guardian – evidence of this is required)

11. New Zealand law shall govern this agreement at all times.

12. This agreement will be terminated for breach of the Education (Pastoral Care of International Students) Code of Practice 2016.

**SIGNED:** \_\_\_\_\_  
(AGENT)

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(FOR ONE TREE HILL COLLEGE)

\_\_\_\_\_  
(NAME)

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