

SIEBA AGENCY REGISTRATION APPLICATION

TERMS AND CONDITIONS OF REGISTRATION

Terms and Conditions:

Definitions

1. For the purposes of this Agreement the following terms shall have the following meanings:

Agency means agency named in the application form above.

Act means the Education and Training Act 2020.

Agreement means this Agreement including these terms and conditions and any schedules.

Application Form means the standard enrolment form which forms the cover page of this Agreement.

Code means The Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

Fee means the annual registration fee set out in cl 11

London Statement means the London Statement of Principles for the Ethical Recruitment of International Students by Education Agents and Consultants.

Referees means the Referees referred to in cl 2 of this Agreement.

SIEBA means the Schools International Education Business Association and includes any assigns or subsidiary organisations.

School means any School in New Zealand that enrolls international students.

Student means an international Student currently or previously enrolled at a School in New Zealand, or who has applied to enrol at a School in New Zealand.

Termination means termination of the Agreement by SIEBA in accordance with cls 15 – 19.

Working Day means any day other than a Saturday, Sunday or a Public Holiday, or a day between 23 December and 15 January.

Application to Affiliate

2. The Agency may apply to affiliate with SIEBA by submitting this application in writing together with the details of at least two Referees.
3. Upon receipt of the application, SIEBA will consider whether to grant affiliation to the Agency.
4. In considering whether to grant affiliation, SIEBA will consider the references provided by the Referees and whether SIEBA considers that the Agency is an appropriate Agency to be given affiliate status.
5. After considering the matters in cl 4 and any other matters that it considers relevant, SIEBA may either grant or refuse the application for the Agency to become an affiliate in its sole discretion.
6. Other than in exceptional cases, the decision referred to in cl 5 will be made within 20 Working Days of the application being received by SIEBA.

7. If the application is granted, then upon payment of the fee set out in cl 11, the Agency will become an affiliate of SIEBA.
8. If the application is refused, then the Agency will not become an affiliate of SIEBA.
9. If the application is refused, then the Agency may seek that the application be reconsidered pursuant to cl 20 of this Agreement.
10. If the application is refused, then the Agency may not make a new application for a period of twelve calendar months after the initial decision was made.

Fee

11. The Fee for affiliation is \$150 plus GST, which is an annual fee and which may be varied from time to time by SIEBA on at least 20 Working Days' notice in writing.
12. The Agency must pay the Fee in cl 11 each year on the anniversary of it becoming an affiliate.

Affiliate Status

13. While an Agency remains an affiliate, SIEBA will:
 - (a) List the Agency as an Affiliate on its website; and
 - (b) Provide the other services listed on its website as being available for Affiliates, which it may alter from time to time.
14. An Agency will remain an affiliate until it either withdraws from affiliation under cl 27 or its affiliation is cancelled under cls 15 - 19 or SIEBA elects to end its affiliation programme, provided that it pays the annual fee each year on the anniversary of it becoming an affiliate.

Termination

15. SIEBA may terminate the Agency's affiliation where SIEBA considers:
 - (a) The Agency has breached the terms of this Agreement or the London Statement;
 - (b) The Agency has failed to pay the Fee within 28 days of it falling due;
 - (c) SIEBA has received negative feedback concerning the Agency from a School or a Student;
 - (d) The Agency is no longer an appropriate Agency to be an affiliate;
 - (e) The Application Form that was provided on the Agency making application was incorrect or misleading in a material particular; or
 - (f) Any other reason that goes to whether the Agency is an appropriate person to be an affiliate.
16. Where the ground for Termination relates to an issue that could impact on the safety of any person or which is not capable of remedy, the Termination will take effect immediately.

17. Where cl 16 does not apply:
- (a) SEIBA will provide written notice of the reason for the proposed Termination (**the Breach**) and the steps that are necessary to remedy the Breach;
 - (b) The Agency will have 10 Working Days, or such longer period as SIEBA may in its sole discretion allow, to either remedy the Breach or to explain why its affiliation should not be terminated;
 - (c) If the Breach is not remedied and SIEBA does not accept any justification given under cl 17(b) then the Termination will take effect 10 Working Days after SIEBA gave the notice in cl 17(a);
 - (d) Clause 17(c) does not apply if the decision to terminate is challenged under cl 20, in which case the Termination will take effect when the challenge is determined.
18. Where a Termination takes effect under any of cl 16, 17(c) or 17(d) it will continue to have effect until such time as the Termination is either withdrawn by SIEBA or successfully challenged pursuant to cl 20.
19. Where an Agency has had its affiliation cancelled, it may not reapply to be an affiliate until either the Termination is withdrawn by SIEBA or the Termination is successfully challenged pursuant to cl 20

Challenge to Decision

20. Where a decision is made to refuse affiliation or to terminate affiliation, the Agency may challenge the decision in writing within 20 Working Days of the date on which SIEBA gives notice of the decision.
21. Where a challenge to a decision is received, the decision will be considered by the Board of SIEBA, which may have regard to any information available, which it considers relevant in determining whether to change the decision.
22. The Board of SIEBA will decide to either confirm or reverse the decision that has been challenged, in its sole discretion.
23. The decision referred to in cl 22 will be made at the next meeting of the Board of SIEBA after the challenge is received.
24. If the decision is confirmed, then it will have the same effect as if the original decision had not been challenged.
25. If the decision is reversed, then it will be treated as though the opposite decision was made on the date of the original decision.
26. In any case, the decision of the Board under this clause will be final and may not be subject to any challenge or judicial review.

Withdrawal

27. The Agency may withdraw from being an affiliate by giving written notice that it is withdrawing.
28. Unless SIEBA otherwise agrees, any notice given under cl 27 will take effect 20 working days after it is given.
29. An Agency will not be entitled to the refund of any part of the Fee it has paid if it withdraws before the anniversary of its affiliation.

Notices

30. Notices required to be given by SIEBA may be given by sending them to the email address listed in the Application Form or such other email address as the Agency may provide from time to time.
31. Notices to be required to be given by the Agency may be sent to **agents@sieba.nz**

General Matters

32. No party to this Agreement is liable to the other for failing to meet its obligations under this Agreement to the extent that the failure was caused by an act of God or other circumstances beyond its reasonable control.
33. This Agreement shall be construed and take effect in accordance with the non-exclusive laws of New Zealand. In relation to any legal action or proceedings arising out of or in connection with this Agreement the Parents irrevocably:
- (a) Submit to the non-exclusive jurisdiction of the Courts of New Zealand; and
 - (b) Agree that proceedings may be brought before any Court including any forum constituted under the Arbitration Act 1996 within New Zealand and waive any objection to proceedings in any such Court or forum on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
34. This Agreement contains the entire understanding of the parties and overrides any prior promises, representations, understandings or agreements. The terms of the Agreement may be changed by the School in consultation with the Student, and Parents, except where such change is required by New Zealand legislation or the Code. This Agreement shall continue in force during the Period of Enrolment with the School.