

Education Agent Agreement

This Agreement is dated th day of 2019

BETWEEN

Organisation: Australian English Colleges Pty Ltd
ACN: 606 814 019 ABN: 72 606 814 019
RTO Code: 45215 CRICOS Provider Code: 03630A

Address: Suite G03, Building B, 247 King Street, Mascot NSW 2020 Australia

Telephone: +61 2 8073-0728

Email: info@bic.edu.au

Website: www.bic.edu.au

AND

Agency: _____ ('the Agent')

Managing Director:

ABN:

Address:

Telephone:

Mobile:

Email:

Education Agent Agreement

1. BACKGROUND

- 1.1. By signing this agreement, Australian English Colleges would like to appoint the Agent to recruit full time overseas students to study courses at Australian English Colleges.
- 1.2. As a provider of education and training to overseas students, Australian English Colleges is responsible at all times for compliance with the ESOS Act, the ESOS Regulations and the National Code 2018. This compliance includes monitoring of Australian English Colleges Agents and Representatives.
- 1.3. Australian English Colleges is registered on the Commonwealth Register of Institutions and courses for Overseas Students (CRICOS) as part of the ESOS Act requirements with CRICOS Provider Code: 03630A.
- 1.4. The Agent provides services under this agreement of recruiting suitable prospective students for enrolment at Australian English Colleges and study in Australia.
- 1.5. Australian English Colleges engages the Agent as its Representative in the territory as specified in this agreement.
- 1.6. The Agent is aware of the requirements of the Education Services for Overseas Students Act 2000 (the ESOS Act as amended in 2012) and The National Code for Providers of Education and Training to Overseas Students 2018 (the National Code 2018) and other Acts and regulations relevant to the study of overseas students in Australia and has agreed to comply with those requirements at all times.

2. AGREEMENT DEFINITIONS

In this Agreement:

'Agent's Commission' means the commission specified under Item 3 of Schedule 1

'Course Fee' means the tuition and other fees set by Australian English Colleges for the courses

'Courses' means the full-time registered courses offered by Australian English Colleges and registered on CRICOS

'Marks' means logos, trademarks, designs, and crests that belong to or carry the name of Australian English Colleges

'National Code' means the National Code of Practice for Providers of Education and Training to Overseas Students 2018

'PRISMS' means the Provider Registration and International Students Management System (the electronic system that holds CRICOS and the electronic confirmation of enrolment)

'Prospective student' means a person (whether within or outside Australia) who intends to become, or who has taken any kind of steps towards becoming a student at Australian English Colleges. **'Services'** means the services described under this agreement

'Student' means an 'overseas student' as defined in the ESOS Act

'Term' means the period set out in Item 1 of Schedule 1

'Territory' means the countries or regions set out in Item 2 of schedule 1.

In this Agreement, unless the contrary intention appears:

- headings are for ease of reference only and do not affect the meaning of this agreement
- the singular includes the plural and vice versa and words importing a gender include other genders
- other grammatical forms of defined words or expressions have corresponding meanings
- money is in Australian dollars unless otherwise stated and a reference to 'A\$', 'AUD', '\$A%', 'dollar' or '\$' is a reference to Australian currency and
- Schedule 1 to this agreement forms part of the agreement, but if there is any conflict between a clause of this agreement and the schedule, the clause of this agreement will prevail.

3. ENGAGEMENT OF THE AGENT

- 3.1. Australian English Colleges engages the Agent to be its Representative to perform the services in the territory for the term of this agreement.

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- 3.2. This is a non-exclusive agreement. Australian English Colleges may appoint other Agents in the territory at its sole discretion.
- 3.3. The Agent cannot promote Australian English Colleges outside the territory or perform the services outside the territory, without Australian English Colleges's prior written consent.
- 3.4. If the Agent wishes to expand the territory, the Agent must make a written submission to Australian English Colleges no later than 30 days before the recruitment of prospective students in the new territory is planned to start. Australian English Colleges is under no obligation to recognise the Agent's new territory or accept applications for enrolment from prospective students recruited by the Agent in the new territory.

4. MAIN RESPONSIBILITIES OF THE AGENT

Under this agreement, the Agent:

- 4.1. Must promote Australian English Colleges and the courses offered by Australian English Colleges in the territory.
- 4.2. In accordance with Australian English Colleges policy and procedures, recruit and assist in the recruitment of prospective students to undertake the courses as listed on CRICOS for Australian English Colleges.
- 4.3. Provide prospective students with all necessary information about the courses, Australian English Colleges facilities and services and assistance in completing and submitting application forms to Australian English Colleges.
- 4.4. Ensure students recruited by the Agent are paying their fees on time to the college.
- 4.5. Ensure students recruited by the Agent are genuine and able to finish their course on time.
- 4.6. If required, arrange for English language testing of prospective students under the relevant Australian migration regulations.
- 4.7. Perform any other services and provide any reports or information requested by Australian English Colleges or required under this Agreement.

5. DETAILED REQUIREMENTS / OBLIGATIONS OF THE AGENT

In performing the services, the Agent must:

- 5.1. Declare in writing and take reasonable steps to avoid conflicts of interest with its duties as an education Agent of Australian English Colleges.
- 5.2. Observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students.
- 5.3. Act honestly and in good faith, and in the best interests of the student.
- 5.4. Have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics. Standard 4.3.4 of The National Code 2018 (https://www.legislation.gov.au/Details/F2017L01182/Html/Text#_Toc487026949) requires that all agents have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics. The Agent has the obligation to ensure that its staff demonstrate the required knowledge and adhere to the code. The Code can be found here;
<https://internationaleducation.gov.au/News/Latest-News/Documents/Australian%20International%20Education%20and%20Training%20-%20Agent%20Code%20of%20Ethics.pdf>
- 5.5. At all times comply with the requirements of the National Code 2018 and the ESOS Act and its Regulations.
- 5.6. Promote the courses with integrity and accuracy and recruit prospective students in an honest, ethical and responsible manner.
- 5.7. Inform prospective students accurately about the requirements of courses using only the marketing material provided by Australian English Colleges.

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- 5.8. Assist to uphold the high reputation of Australian English Colleges and of the Australian international education sector.
- 5.9. Cooperate with the national VET regulator (i.e. Australian Skills Quality Authority – ASQA)
- a. by providing accurate and factual responses to information requests from the VET regulator relevant to the delivery of services, and
 - b. in the conduct of audits and the monitoring of its operations.
- 5.10. Take reasonable steps in confirming the accuracy of the information provided by prospective students in the application.
- 5.11. Ensure that only signed and completed applications with required supporting documents are submitted to Australian English Colleges.
- 5.12. Keep abreast of the latest marketing information and other course requirements by visiting the Australian English Colleges website at www.bic.edu.au at least once a month.
- The Agent must provide current copy of the following documents from Australian English Colleges website to prospective students prior to enrolment:
- a. Australian English Colleges Student Handbook
 - b. Relevant course information outline
 - c. Enrolment Application Form
- 5.13. Assist prospective students to complete visa applications.
- 5.14. Provide any offer documents (*Letter of Offer and Student Agreement* and eCoE's) received from Australian English Colleges to the prospective student within 24 hours of receiving these documents.
- 5.15. Provide Australian English Colleges with market intelligence about the recruitment of prospective students in the Territory; and
- 5.16. Only undertake promotional and marketing activities involving Australian English Colleges that have been approved by Australian English Colleges.
- 5.17. Act in accordance with Australian English Colleges policies and procedures and directions given by Australian English Colleges.
- 5.18. Before prospective students complete an application, the Agent must give them accurate and up-to-date information on Australian English Colleges services including:
- a. Australian English Colleges and its facilities, equipment and learning resources;
 - b. The courses, including course content and duration, qualifications offered, modes of study and assessment;
 - c. The minimum level of English language ability and educational qualifications required for acceptance into the course;
 - d. Visa requirements which must be satisfied by the student including English language proficiency levels;
 - e. The course fees and refund policies;
 - f. Detail and accurate information on the College's deferral, suspension and cancellation policies and on how enrolment could be deferred, suspended or cancelled;
 - g. ESOS Framework for study in Australia made available by Department of Education and Training (DET);
 - h. The requirements for attendance and the need for satisfactory academic performance and to advise the student on the College's policies and procedures including course progress, RPL and procedure for complaints and appeals; and
 - i. Living in Australia and the local environment of the relevant campus, including information about campus location and costs of living.
- 5.19. The Agent must advise prospective students that:

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- a. Students who come to Australia on a student visa must have a primary purpose of studying and are expected to complete the course within the expected duration; and
- b. Any accompanying school age dependants must pay any relevant fees if enrolling in either government or non-government schools
- c. Provide pre-departure counselling and any other assistance requested by the student
- d. The Students must pay the course fee on time and as per the student agreement
- e. The College expects its agents to recruit **quality students**. For the College, quality students are who;
 - Have clear career goals/plan and can rationalise how the chosen course of study will contribute towards the same;
 - Make an informed decision on undertaking a course in Australia and demonstrate their preparedness to relocate to pursue their academic goals;
 - Demonstrate financial capacity and/or arrangements to support their studies and living while in Australia
 - Pay their fees as per the written agreement (Student Agreement);
 - Make education/learning a priority and maintain satisfactory academic performance;
 - Adhere to the Student Code of Conduct and contribute towards maintaining a safe, supportive, collaborative, and positive learning environment; and
 - Complete their course within the expected duration.

The College will consider quality student outcomes as part of Agent's annual performance review.

5.20. The Agent must also participate in an annual review meeting (either face-to-face or through phone or video conferencing as practicable) in which discussion of their business plan will take place, which includes provisions on how they wish to carry out the operations of marketing activities for Australian English Colleges, which will be conducted by the CEO or delegate. The Agent must actively participate in the monitoring of its operations by Australian English Colleges.

5.21. The Agent understands Australian English Colleges' policy of monitoring Agents' activity (6.0) and assists them in providing the same, including:

- a. Documented face to face meetings and/or teleconferences with agents.
- b. Analysis of quality and quantity of applications on behalf of prospective students
- c. Analysis of conversion rates from lodging applications to studying at Australian English Colleges.
- d. Requirement for a quarterly report documenting the number of students interviewed by the agent either in their offices or at other venues such as education fairs.
- e. Documenting on the agent's file instances where students claim to have been misinformed about their studies at Australian English Colleges.
- f. Documenting on the agent's file instances where the agent has shown a lack of knowledge of student visa requirements or other matter relating to the student's stay in Australia.
- g. Surveying current and prospective students about the information provided to them by the education agent and the level of assistance given to the student to assist them in travelling to Australia.

5.22. Agents are obliged to handle all course monies with care and in accordance with their fiduciary obligations and the Australian English Colleges *Education Agent Code of Conduct*. All such monies received must be passed on immediately to Australian English Colleges without set off or deduction.

- a. If a student pays the tuition and non-tuition fees required for their enrolment (as described in the *Letter of Offer and Student Agreement*) to an Agent, Australian English Colleges will not issue the student's Confirmation of Enrolment (CoE) until the Agent has transferred those fees in full to Australian English Colleges.

5.23. If an Agent charges their own fees (in addition to Australian English Colleges' tuition and non-tuition fees), those fees remain the responsibility of the Agent. Australian English Colleges is not responsible for the Agent's own fees and does not protect or refund those fees under any circumstances.

5.24. Agent will not be provided with access to the International Students Management System (PRISMS).

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5.25. The Agent must not:

- a. Engage in any dishonest practices, including suggesting to prospective students that they may come to Australia on a student visa with a primary purpose other than full time study;
- b. Facilitate the enrolment of a student who the education Agent believes will not comply with the conditions of his or her student visa;
- c. Provide immigration advice where not authorised under the Migration Act 1958 to do so;
- d. Give a prospective student inaccurate information about:
 - i. The course fee payable to Australian English Colleges; or
 - ii. His or her acceptance into a course;
- e. Receive or bank the course fee payable to Australian English Colleges by a prospective student or deduct any amount from the course fee payable by the prospective student;
- f. Make any representations or offer any guarantees to prospective students about the likelihood of obtaining a student visa;
- g. Engage in false or misleading advertising or recruitment practices;
- h. Make any false or misleading comparisons with any other education provider or their courses or make any inaccurate claims regarding any association between Australian English Colleges and other education providers;
- i. Undertake any advertising or promotional activity about the courses or Australian English Colleges without the prior written consent of Australian English Colleges.
- j. Commit Australian English Colleges to accept any prospective student into a course;
- k. Use any registered or unregistered mark without the prior written consent of Australian English Colleges
- l. Actively recruit, or attempt to recruit, prospective students that the Representative knows to have engaged the services of another official Representative of Australian English Colleges or
- m. Sign or encourage or allow others to sign, official documents such as the application form, on behalf of a prospective Student or students. The student's signature that appears on all official documents must be the same signature as that which the prospective student used when signing the Australian English Colleges application form
 - i. Unless Australian English Colleges otherwise agrees, the Agent must bear the cost of advertising and promotional activities undertaken by the Agent under this Agreement

5.26. The Agent must terminate any agreement with Australian English Colleges, employee or sub-contractor if the Agent becomes aware of, or reasonably suspects dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under National Code Standard 7 (Transfer between registered providers, whereby a receiving registered provider must not knowingly enrol the student wishing to transfer from another registered provider's course prior to the student completing six months of his or her principal course of study) or any of the other dishonest practices outlined above.

6. MONITORING AND REVIEWING AGENT PERFORMANCE

6.1. Australian English Colleges monitors and reviews the performance of its approved Agents annually or as required through a number of methods including:

- a. Student Feedback
- b. In-house analysis of Agent performance
- c. Adherence to the Australian International Education and Training Agent Code of Ethics
- d. Quality and academic performance of students recruited by the Agent

6.2. Student feedback

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- a. Within two weeks of commencement of a course at the Australian English Colleges, new students who have come through Australian English Colleges-approved Agents are asked to complete a feedback form, included in student orientation packs. This form provides direct feedback concerning students' opinions and experiences with their Agents.
- b. From this feedback, Australian English Colleges is able to collate and analyse areas where Agents could improve and also provides an assessment of their services and performance on a routine basis.

6.3. Reviewing and renewing Agent agreements annually

- a. The CEO will review Agents whose agency agreement is due to expire.
- b. The CEO will commence this process 1-month prior to Agent Agreement expiry date.

6.4. After the review is completed the CEO will decide on the status of Agent as:

- a. No further registrations; and
- b. Registrations continue

6.5. Agents with **No further registrations** will automatically become inactive on the student management system and the Agent agreement will not be renewed.

6.6. Agents with **Registrations continue** will be renewed based on:

- a. Number of student enquiries received from the specific Agent;
- b. Number of students enrolling from the specific Agent;
- c. Number of students satisfied with the specific Agent's services; and
- d. Good performance throughout the year, proven ability to abide by all regulatory requirements.

6.7. Renewal of agreement takes the above factors into consideration, and Agents who fail to meet standard requirements from the region will become inactive.

7. CORRECTIVE AND PREVENTATIVE ACTION

7.1. Where Bayside International becomes aware that, or has reason to believe, the education Agent or an employee or subcontractor of that education Agent has not complied with the education Agent's responsibilities under Standards 4.2 and 4.3 of the National Code 2018, Australian English Colleges will take immediate corrective action.

Where Australian English Colleges becomes aware, or has reason to believe, that the education Agent or an employee or subcontractor of the education Agent is engaging in false or misleading recruitment practices, Australian English Colleges will immediately terminate its relationship with the education Agent, or require the education Agent to terminate its relationship with the employee or subcontractor who engaged in those practices.

Australian English Colleges will not accept students from an education Agent if it knows or reasonably suspects the education Agent to be:

- a. Providing migration advice, unless that education Agent is authorised to do so under the Migration Act
- b. Engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 of the National Code (Overseas student transfers)
- c. Facilitating the enrolment of a student who the education Agent believes will not comply with the conditions of his or her visa
- d. Using PRISMS to create CoEs for other than bona fide students.

7.2. Corrective and preventative actions must be appropriate to the breach of requirements by the Agent.

7.3. Corrective and preventative actions could include:

- a. Cancelling the Agent agreement,
- b. Correcting incorrect information provided to students,

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- c. Requiring the Agent to undertake counselling by the Provider about the Agent's responsibilities under this agreement, code of conduct under this agreement and requirements under the National Code.

7.4. Agent's refusing to undertake the required corrective and preventative action will have their agreement cancelled

8. MARKETING CODE OF CONDUCT

8.1. Our Education Agents are strictly bound by the college's marketing protocol and prohibited from making unsolicited phone calls to prospective students and calls to individuals on the 'do not call' register. We do not provide any incentive to prospective students to undertake studies with us. Prospective students are strongly encouraged to make an informed decision based on the information on the Australian English Colleges website and our marketing material before submitting applications for enrolment with us. An Agent found in breach of this protocol will be legally liable for any financial or other loss to the college and the agreement with the Agent will be immediately terminated.

9. RIGHTS TO APPEAL

9.1. Australian English Colleges supports an Agent's right to appeal for non-renewal of Agent agreements. Agents must address their appeal in writing with any supporting documentation. The CEO will review the appeal and if the Agent is eligible for a probationary extension, the agency agreement will be valid for 3 to 6 months.

10. AUSTRALIAN ENGLISH COLLEGES RESPONSIBILITIES

10.1. Australian English Colleges must:

- a. Give the Agent sufficient information to enable the Agent to undertake the services.
- b. Assess completed applications from prospective students within a reasonable time of receipt.
- c. Australian English Colleges is not obliged to accept prospective students referred by the Agent
- d. Australian English Colleges will immediately take corrective action or terminate the agreement with the Agent if it becomes aware of the Agent being negligent, careless or incompetent or being engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education and training
- e. Australian English Colleges will terminate the agreement with the Agent if it becomes aware of, or reasonably suspects dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of Australian English Colleges under National Code Standard 7 (Transfer between registered providers, whereby a receiving registered provider must not knowingly enrol the student wishing to transfer from another registered provider's course prior to the student completing six months of his or her principal course of study) or any of the other dishonest practices outlined above.

10.2. Australian English Colleges will monitor the performance of education Agents through the following means:

- a. Feedback form completed by the students
- b. Ongoing and consistent contact with Agents via telephone and email
- c. Knowledge of Agent of regulatory requirements including ESOS and National Code requirements, and Australian English Colleges marketing material
- d. Scrutiny of Agent websites for accuracy and currency of information relating to Australian English Colleges; and regular provision and re-stocking of Australian English Colleges promotional material is conducted.

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11. CONFIDENTIALITY

11.1. The Agent must keep confidential:

- a. All information provided by Australian English Colleges, other than to the extent disclosure is required to perform the services in accordance with this Agreement; and
- b. The terms of this Agreement.

12. AGENT'S COMMISSION

12.1. Subject to the other provisions of this clause, Australian English Colleges will pay the Agent's commission for each student who:

- a. is recruited by the Agent;
- b. is enrolled in a course;
- c. has paid the course/semester fee to Australian English Colleges;
- d. has commenced the course;
- e. who has not, subsequent to commencing the course, been fully refunded the fees or withdrawn from the course; and
- f. has completed the course as per the CoE.

12.2. The commission is payable only if the Agent services have not been terminated due to non-compliance and/or deceptive behaviour.

12.3. An Agent is regarded as having recruited a student under this Agreement if the Agent submits the student's application for enrolment and that application also bears the Agent's name.

12.4. An Agent's commission is not paid where the student applies to enrol directly to Australian English Colleges or subsequently the admissions Agent was in breach of this agreement or engaged in the activities which are detrimental to Australian English Colleges.

12.5. No Agent's commission is payable unless the Agent has submitted an invoice in a format approved by Australian English Colleges.

12.6. No Agent's commission is payable where Australian English Colleges has initiated compliance and/or debt recovery proceedings against the student for non-payment of course fee.

13. TERMINATING THE AGREEMENT

13.1. Either party may terminate this Agreement at any time by giving the other party 30 days prior written notice.

13.2. If the Agent breaches any provision of this Agreement, Australian English Colleges may terminate this Agreement at any time and with immediate effect by giving written notice to the Agent.

13.3. On termination of this Agreement, the Agent must submit all applications and fees from prospective students received up to the termination date and immediately cease using any advertising, promotional or other material supplied by Australian English Colleges and return all material to Australian English Colleges by registered mail or a reputable international courier.

13.4. The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.

14. ASSIGNMENT AND SUBCONTRACTING

14.1. The Agent must not assign this Agreement or any right under this Agreement without the prior written consent of Australian English Colleges (which may be withheld at its discretion).

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14.2. The Agent must not subcontract to any person the performance of any of its obligations under this Agreement without the prior written consent of Australian English Colleges (which may be withheld at its discretion).

14.3. Despite any subcontract, the Agent remains liable for performing its obligations under this Agreement.

15. NOTICES

15.1. A notice under this Agreement must be in writing and sent by registered mail, prepaid airmail, or electronic mail to the party at the address set out in cover page, or another address notified under this clause.

15.2. A party changing its address, contact number or electronic mail address must give notice of that change to the other party.

16. ENTIRE AGREEMENT

16.1. This Agreement and its schedules constitutes the complete and full agreement between the parties as to its subject matter; and in relation to that subject matter, replaces and supersedes any prior arrangement or agreement between the parties.

17. VARIATION

17.1. This Agreement may only be altered in writing, signed by both parties

18. GOVERNING LAW

18.1. This Agreement is governed by and construed in accordance with the law in force in the Commonwealth of Australia.

18.2. The parties submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Australia.

Signed for Australian English Colleges by an authorised officer

Signed for the Agent by an authorised officer

Signature of Officer

Signature of Officer

Terry Lu

Name of Officer (print)

Name of Officer (print)

Director

Office held

Office held

Education Agent Agreement

Schedule 1

Item 1: Term of agreement:

Item 2: Territory:

Item 3: Agent's commission: **30%**

A commission of <XX>% of the tuition fee is payable for each student recruited and enrolled by the Agent into the following courses provided by Australian English Colleges:

- | | |
|---|----------------------|
| • BSB40215 Certificate IV in Business | CRICOS Code: 095902J |
| • SIT40416 Certificate IV in Hospitality | CRICOS Code: 098085B |
| • BSB51918 Diploma in Leadership and Management | CRICOS Code: 098906C |
| • SIT50416 Diploma of Hospitality Management | CRICOS Code: 098086A |
| • Foundation English 1 – Beginner to Pre-Intermediate | CRICOS Code: 095903G |
| • Foundation English 2 – Intermediate to Advanced | CRICOS Code: 095904G |
| • IELTS Preparation | CRICOS Code: 098306E |
| • English for Academic Purpose | CRICOS Code: 098307D |

Signed for Australian English Colleges by an authorised officer

Signed for the Agent by an authorised officer

Signature of Officer

Signature of Officer

Terry Lu

Name of Officer (print)

Name of Officer (print)

Director

Office held

Office held