



Education Agent Agreement

International Students

This Agreement is dated _____ day of _____ 20____
BETWEEN

Howayek Blessings Ltd trading as St Maroun's College, Registered CRICOS Provider No 03814D, ABN Number 34 635 357 087 ('the School')

Address: 194 Wardell Road MARRICKVILLE NSW 2204 Australia

Telephone: +61 2 9559 2434

Facsimile: +61 2 9558 8806

Email: internationals@stmarouns.nsw.edu.au

Website: www.stmarouns.nsw.edu.au

AND:

Agency: _____ ('the Agent')

Managing Director: _____

ABN: _____

Address: _____

Telephone: _____

Facsimile: _____

Mobile: _____

Email: _____

[No sub-contractors are covered by this agreement]

1. Background

a) The purpose of this document is to formalise the agreement for the Agency known as:

(Hereafter referred to as 'the Agent') to represent the School for the purpose of the recruitment of suitable/genuine/bona fide students to study at the School.

b) Under the Education Services for Overseas Students Act 2000 (the ESOS Act as amended in 2012) and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007 (The National Code) providers of education to overseas students are obligated to abide by the ESOS Act and the National Code. Education agents with whom the school has entered into an agency agreement with to represent the school must also abide by this legislation.

c) The countries/regions covered by this agreement are:

d) The term of this agreement shall be automatically renewed for successive ONE-year terms, unless either party gives the other party written notice of termination of at least 21 days prior to the end of the then current term.

- e) For the purpose of this agreement, where a student or prospective student is under 18 years of age, the term 'student' is understood to include the parent(s)/legal guardians of the student or prospective student.

2. Engagement of the Agent

- (a) The School engages the Agent to recruit suitable/genuine/bona fide prospective students in the countries specified in 1(c) for the term of the agreement.
- (b) This is a non-exclusive agreement. The School may appoint other agents in the countries/regions specified in 1(c).
- (c) This agreement is only for the countries/regions as listed above. If the Agent wishes to expand its services to other countries/regions, this can only be done with the consent of the School and amending the agency agreement.

3. Responsibilities of the Agent

- a) Under this Agreement the Agent must:
 - i. Promote the School and its courses in the countries/regions specified in 1(c).
 - ii. Recruit and assist in the recruitment of prospective students to undertake courses at the School in accordance with the current policies and procedures of the School.
 - iii. Provide prospective students with any necessary information required under the ESOS Act and The National Code including information about the courses, facilities and services of the School.
 - iv. Assist in completing and submitting application forms to the School.
 - v. Provide the school with up to date agency details required under ESOS legislation for publishing on the school website (ESOS legislation requirement):
 - Agency Name
 - Name of principal agent
 - Legal entity
 - Street address(es)
 - vi. Undertake online ISANA/AETC training as specified by the school.
- b) In performing these services, the Agent must:
 - i. Promote the School with integrity and accuracy and
 - ii. Recruit prospective students honestly, ethically and acting in the best interest of the student.
 - iii. Inform prospective students accurately about the requirements of the School using only material provided or approved by the School.
 - iv. Take reasonable steps to confirm the accuracy of information provided by prospective students in the application.
 - v. Ensure that only signed and completed applications are submitted to the School.
 - vi. Ensure that relevant fees and charges and supporting documentation accompany each application and acceptance of offer documents.
 - vii. Ensure all signed Acceptance of Offer documents are forwarded to the school promptly.
 - viii. Provide any offer documents received from the School to the prospective student within 24 hours of receiving the offer documents.
 - ix. Only undertake promotional and marketing activities involving the School that have been approved by the School.
 - x. Be mindful of appropriate confidentiality in dealing with overseas or intending overseas students
- c) As per the requirements of the ESOS Act and The National Code, the Agent must not engage in dishonest practices, including:
 - i. Recruiting or attempting to recruit a student currently studying with another Australian education provider.
 - ii. Suggesting that a student come to Australia on a student visa for any reason other than for full-time study.
 - iii. Facilitate the enrolment of students who the Agent believes will not comply with the conditions of their student visa (non-genuine/non bona fide students).
 - iv. Provide prospective students with immigration advice unless the agent is a separately registered migration agent (Migration Act 1958).

- d) In addition to 3(c) the Agent must not:
- i. Engage in false or misleading advertising or recruitment practices including misleading comparisons with any other education provider or their courses or inaccurate claims regarding any association between the School and any other education provider.
 - ii. Facilitate applications by students who do not meet the visa criteria or make any guarantees about the likelihood of obtaining a student visa.
 - iii. Give false or misleading information relating to course fees payable or acceptance into a course.
 - iv. Receive or bank course fees payable to the School by a prospective student; add additional or deduct any fees from the amount payable by the student to the School.
 - v. Commit the School to accept any prospective student into a course.
 - vi. Use or access PRISMS without the prior written consent of the School.
 - vii. Recruit or attempt to recruit a prospective student who the agent knows to have engaged the services of another representative of the School.
 - viii. Sign or encourage others to sign official documents, such as the application form, on behalf of the prospective student unless the student is under 18 years of age and that person is the prospective student's parent(s)/legal guardian.
 - ix. Submit an application to the School on behalf of a student if the Agent is aware the prospective student has applied to other education providers.
 - x. Submit an application to the School on behalf of a student the Agent is aware has been rejected by an education provider for a similar course.
- e) The Agent must ensure that all staff of the Agent are aware of the requirements of the ESOS Act and The National Code.
- f) Unless the School agrees otherwise in writing, the cost of advertising and promotional activities undertaken by the Agent will be borne by the Agent and must at all times comply with the ESOS Act and the National Code 2018..

4. Responsibilities of the School

- a) the School must:
- i. Give the Agent sufficient information to enable the Agent to undertake its services, including information regarding the requirements of the ESOS Act and The National Code.
 - ii. Give the agent up-to-date and accurate marketing materials.
 - iii. Assess completed applications from prospective students within a reasonable time of receipt.
 - iv. Pay any fees within the agreed timeframe.
- b) the School is not required to accept any prospective student referred by the Agent.

5. Confidentiality

- a) The Agent must keep confidential:
- i. All information provided by the School other than that which is needed to perform the services in accordance with this agreement for the period of this agreement and after the termination of this agreement.
 - ii. The terms of this Agreement.

6. Conflict of Interest

- a) The Agent must take reasonable steps to avoid any conflicts of interest with its duty as an agent to the School.

7. Agent's Fees

- a) The fees payable are set out in Schedule 1.
- b) Subject to the provisions of this clause, the School must pay the Agent's fee for each student who:
- i. is recruited by the Agent;
 - ii. is enrolled in a course; and
 - iii. has paid the course fee to the School; and
 - iv. has commenced the course and has had FOUR (4) weeks of satisfactory progress and attendance.

- c) For the purposes of this Agreement, the Agent is regarded as having recruited the student under this agreement if the Agent submits the student's signed application for enrolment and that application also bears the agent's name.
- d) An Agent's fee is not paid where a prospective student applies directly to the School.
- e) No Agent's fee is payable unless the Agent has submitted an invoice in a form approved by the School.
- f) The School must pay the fees payable under this clause within 30 days of receipt of a valid invoice from the Agent.

8. Assignment and Sub-contracting

- a) The Agent must not assign this Agreement or any right under this Agreement without the prior consent of the School.
- b) The Agent must not sub-contract to any person the performance of any of its obligations under this Agreement without the prior consent of the School.
- c) The Agent remains liable for performing its obligations under this Agreement.
- d) The signed Agent under this contractual agreement must also ensure that any sub-agents referring students are made aware of their responsibilities through the signing of a Memorandum of Understanding (MOU), and the signed Agent will be held ultimately responsible.

9. Monitoring of Agent's activities

- a) The Agent must participate in a range of activities to review the performance of the Agent. These activities may include but are not limited to:
 - i. A regular review of the Agent's performance, to be undertaken at least every twelve months at the discretion of the School.
 - ii. Spot checks to be undertaken by representatives of the School both at the agent's premises and at promotional events.
 - iii. A yearly survey of parents of students and students recruited by the Agent.
 - iv. Regular feedback forms provided to students and/or their parent/guardian.

10. Corrective Action

- a) If at any point during the term of this Agreement, the School believes or reasonably suspects that the Agent is:
 - i. negligent, careless or incompetent the School may decide at its discretion to engage in corrective action with the Agent. These corrective actions may include but are not limited to:
 - On-shore training for the Agent
 - Requiring the Agent to complete additional training
 - Terminating this Agreement
 - ii. engaged in false or misleading or unethical advertising or recruitment practices, the Agreement will be terminated under the terms set out below in clause 11.

11. Terminating this Agreement

- a) Either party may terminate this Agreement at any time by giving the other party 30 days notice in writing.
- b) If the Agent breaches any part of this Agreement, the School may terminate the Agreement at any time and with immediate effect by giving written notice to the agent.
- c) If the Agent breaches any part of 3(c), the School will immediately terminate the Agreement with immediate effect by giving written notice to the agent except where the breach of 3(c) was on the part of an individual employee of the Agent and the Agent has terminated that relationship.
- d) On termination of this agreement, the Agent must:
 - i. Submit all applications and fees from prospective students received up to the termination date; and
 - ii. Immediately cease using any advertising, promotional or other material supplied by the School; and return all materials to the School within 30 days.
- e) The termination of this agreement by either party does not affect any accrued rights or remedies of either party.

12. Dispute Resolution/Mediation

- a) In the event of any grievance or disputed decision the Agent is able to access the School's Complaints and Grievance Policy.
- b) If the matter cannot be resolved through use of the School's Complaints and Grievance Policy see 15(b).

13. Entire Agreement

- a) This agreement and its schedules:
- i. constitutes the full agreement between the parties as to its subject matter; and
 - ii. in relation to the subject matter replaces and supersedes any prior arrangement or agreement between the parties.

14. Variation

- a) This agreement may only be varied in writing, signed by both parties.

15. Governing Law

- a) This Agreement is governed by and construed in accordance with the law in force in the State of New South Wales, Australia.
- b) The parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia.

Signed for St Maroun's College by an authorised officer.

Signed for the Agent by an authorised officer.

Signature of Officer

Signature of Officer

Name of Officer (Print)

Name of Officer (Print)

Office held

Office held

