



# CHAMBERS SCHOOL OF BUSINESS

Level 4, 79 George Street, Parramatta, NSW 2150

P: +61 2 8820 0205 | E: [studentsupport@csb.edu.au](mailto:studentsupport@csb.edu.au) | CRICOS Code: 03867B | RTO ID: 45629

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## CSB Agent Agreement (MoU)

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## Agent Agreement

This Agreement is a Memorandum of Understanding (MoU) between Chambers School of Business ('CSB' or 'the School') and the Student Agent enrolling their students at CSB.

### The School

RTO Name	Chambers School of Business
Address	Level 4, 79 George Street, Parramatta, NSW 2150
CSB Representative	
Phone	+61 2 8820 0205
Email	<a href="mailto:admin@csb.edu.au">admin@csb.edu.au</a>
RTO ID	45629
CRICOS Code	03867B

### The Agent

Agent Name	
Address	
Employer Representative	
Phone	
Email	

This Agreement is made on ...

BETWEEN:

Chambers School of Business Pty Ltd (ABN: 45 626 918 189) an entity established in Australia with its campus address at Level 4, 79 George Street, Parramatta, NSW2150.

AND:

**<Agent Company Name (ABN:)>** as an entity established in Australia with their office at Agent Address at ...

## RECITALS

- A. Chambers School of Business Pty Ltd is a Registered Training Organization (RTO) registered by the Australian Skills Quality Authority to deliver vocational education and training (VET) services. Chambers School of Business Pty Ltd.'s CRICOS code is 03867B.
- B. Chambers School of Business Pty Ltd is also a registered CRICOS Provider with the Australian Government Department of Education and training and is registered to provide education and training programs to overseas students. Chambers School of Business Pty Ltd.'s CRICOS provider code is 03867B.
- C. The school offers a range of vocational programs to domestic and overseas students studying in Australia.
- D. The school wishes to appoint **<Agent Business Name>** as its representative to recruit quality students for programs conducted at the school.
- E. The Representative has agreed to be the School's Representative on the terms and conditions stated in this agreement.
- F. Australian Law requires providers of education and training programs to overseas students to be registered and sets out other requirements with which the school and its representatives must comply.
- G. Australian Law includes obligations under the National Code 2018, the ESOS Act and the VET Quality Framework, including the Standards for Registered Training Organizations 2015 V 2.0 November 2017.
- H. The Agreement is based on recognition of the responsibility of both parties to contribute to the delivery of high-quality VET services in accordance with the Standards for Registered Training Organizations 2015 V 2.0 November 2017, the National Code 2018 and the ESOS Act.

## OPERATIVE PROVISIONS

### I. Responsibilities of the Representative

I.1. The Representative is appointed as the School's Representative.

I.2. The Representative will:

- (a) actively promote the school and actively recruit academically qualified students for the school in accordance with the school's entry requirements;
- (b) attend to inquiries from prospective students by providing accurate information about programs available at the school, the objectives of the programs and relevant entry requirements.
- (c) assist applicants to comply with the entry requirements for admission to the relevant programs, process application forms and forward them to the School.
- (d) if required, assist successful applicants to obtain necessary travel and other documentation.
- (e) advise prospective students that they must have a primary purpose of studying on a full-time basis to apply for a student visa;
- (f) advise that any school-going aged dependents who accompany the prospective student to Australia are required to pay full fees if they enroll in either government or non-government schools;
- (g) provide the School with a written six-monthly report which includes:
  - Details of market trends;
  - Feedback on recruitment activities; and
  - Critical review of the School's strengths, weaknesses and potential, based on local market response;
- (h) provide adequate training to ensure that their staff understand clearly all relevant aspects of the School's entry requirements, policies and procedures, programs and student support services;
- (i) ensure that relevant fees and charges accompany application and Acceptance of Offer documents;
- (j) communicate to and ensure that potential students understand the School's refund and enrolment policies;
- (k) ensure that potential students understand the School's complaints and appeals handling processes and student's rights to pursue other legal remedies if necessary;
- (l) deposit all fees paid by the student in the School nominated bank account prior to commencement of the student's program;
- (m) if a student's visa application is refused, advise the student that the School must refund the student's fess (minus the application fee) and obtain the bank details (not the representative's bank details) from students and forward this address to the representative of the School;
- (n) ensure that staff of the Representative understand clearly all relevant aspects of Australian Law outlined in the checklist in Schedule 4;
- (o) at all times comply with the requirements in respect of education agents of the National Code 2018.
- (p) cooperate with ASQA as and when required:
  - by providing accurate and factual responses to information requests from the VET Regulator relevant to the delivery of services, and
  - in the conduct of audits and the monitoring of its operations.

## 2. Responsibilities of the School

### 2.1. The School will:

- (a) provide promotional material, information brochures and other documentation for use by the Representative;
- (b) help the Representative to access information about visa requirements and the process of visa application;
- (c) provide the Representative with information of any changes to the visa requirements promptly after becoming aware of any such changes;
- (d) pay the Representative an agreed commission for each student recruited by the Representative and enrolled at the School as specified in Schedule I; and
- (e) notify the Representative promptly of the acceptance or rejection of applications referred to the School.

## 3. Term

3.1. This Agreement will come into immediate effect when it is signed by both parties.

3.2. This Agreement will remain in effect for two (2) years. Thereafter the Agreement will be renewed by agreement of both parties no later than one month prior to the end date of this contract.

## 4. Logo

4.1. The words “Chambers School of Business”, “CSB” and the School’s Logo belong to the School and may only be used by the Representative to carry out the activities described in this Agreement. All other published material, such as student brochures and other promotional material may only be used in their primary form for distribution to prospective students. They may not be reproduced in any other form without the express permission of the School, which may be withdrawn at any time.

4.2. All brochures and other promotional materials provided to potential students must contain the School’s CRICOS Code 03867B and RTO ID 45629.

4.3. All advertisements and promotional activities where the logo is displayed must be accompanied by the CRICOS Code and RTO ID and be approved in advance by the School.

## 5. Monitoring

5.1. Each Party is to nominate an operational manager who will carry general responsibility for operations, performance delivery, monitoring and problem resolution in relation to the Agreement. The nominated operational managers are listed in Schedule 3.

5.2. A calendar of monitoring activities is to be prepared jointly by the operational managers and include the monitoring activities prescribed in Schedule 3.

## 6. Commission

6.1. For each student recruited by the Representative and accepted by the School will pay to the Representative a commission as per attached Schedule I.

6.2. The School will only pay the Commission upon:

- (a) completion of the enrolment procedure by the student for each term, and receipt of full payment of The School's fees for that term, and the student remaining enrolled for four weeks after the commencement of the academic term for that course; and
  - (b) receipt by the School of an official signed invoice on the Representative's letterhead, containing:
    - The student(s) full name(s)
    - The student(s) the School's student number(s)
    - Date of birth
    - The student(s) study program(s)
    - The student's year and term of entry, and
    - The amount of commission claimed in Australian dollars.
- 6.3. Payment will be made in Australian Dollars to an account nominated in the invoice. Banking charges are the responsibility of the Representative.
- 6.4. Commission will only be paid to the Representative who is responsible for the initial enrolment of any students in any programs undertaken at the School. Eligibility for commission will be determined by reference to the Representative's details contained in the relevant Application Form/s of that student.
- 6.5. Commission must not be deducted from the student's fees prior to receipt of such fees by The School.

## **7. Financial Support**

- 7.1. The school may provide financial support to the Representative for a specific promotion or program. If the School agrees to provide such financial support the Representative must submit a written marketing proposal and detailed budget for the promotion or program. This proposal must indicate the number of students expected to be recruited and must be approved by the school before any funds can be provided to the Representative.
- 7.2. Any financial support provided to the Representative must be used by the end of the promotion period specified and accounted for by the appropriate expenditure documentation e.g. receipts, advertising schedules and copies of advertisements, detailed expenses incurred for seminars (cost of room hire etc.).

## **8. The Representative's conduct.**

- 8.1. The Representative accepts that standards required of the Representative's conduct are set out in the National Code 2018. The Representative will abide by the National Code 2018 and conduct its recruitment activities in a professional and ethical manner at all times when dealing with potential students to be recruited for the school.
- 8.2. The Representative must acknowledge the obligations in the Checklist in Schedule 3 and will abide by all the provisions in that schedule. The Representative will sign Schedule 3 attached herein and return it to the school as part of the signed Agreement.
- 8.3. The Representative will not misrepresent the school or mislead or deceive the potential students to be recruited for the School, or engage in conduct that is likely to misrepresent, mislead or deceive and at all times will:
- (a) perform its obligations under this Agreement in good faith to the highest standards of honesty, professionalism, quality of service and ethics.
  - (b) market the school's educational services with integrity, honesty and accuracy.

- (c) provide students or potential students with comprehensive, free and accurate information about the school, its educational courses or programs and facilities, based only on information provided by the School to the Representative.
  - (d) update information about the school that it provides to potential students promptly upon request by The School;
  - (e) not provide any immigration advice unless authorised to do so under the Migration Act 1958 (Cth);
  - (f) not provide any false or misleading information or advise to students or potential students about the employment or migration outcomes associated with a course.
  - (g) not recruit students who are in the first six months of commencing their principal course with another provider.
  - (h) Upon request at any time by the school, promptly provide the school with any information it considers reasonably necessary to assess the Representative's suitability to represent the School in the manner contemplated by this Agreement.
- 8.4. The Representative will not offer or give any discount on tuition fees to any potential student recruited for the school.
- 8.5. Unless the Representative has received specific delegated authority from the school in writing, the Representative must not commit the school to accept any prospective student into a program and must not make representations to the contrary.
- 8.6. The Representative accepts that failure to abide by points 1, 7.1, 7.2, 8.1, 8.2 and 8.3 will constitute grounds for termination of this Agreement by the School under clause 11.1.
- 8.7. The Representative irrevocably and unconditionally authorizes the school to disclose and provide copies of information given to it under clause 7.3(h) or obtained by it under clause 8.1 to any person it considers reasonably appropriate to enable it to check the suitability or ongoing suitability of the Representative to represent the School in the manner contemplated by this Agreement.

## **9. Inspection and Access**

- 9.1. At the request of the School, the Representative will grant access, provide certified copies and allow the School to inspect and take copies of any records and other information in the power, possession, custody or control of the Representative relating to past, present or potential students recruited for the School.

## **10. Insurance**

- 10.1. The Representative will, at their own expense, obtain, maintain and renew insurance cover normally obtained for the conduct of its business. If requested, the Representative will take out such insurance policies, as the School requires at its own expense and submit to The School a certified copy of the insurance policy.

## **11. Indemnity by the Representative**

- 11.1. The Representative indemnifies the School against any claim, action, loss or damage and any costs, charges and expenses of any kind whatsoever incurred by the Representative arising directly or indirectly as a result of:
- (a) a breach of any term of this Agreement by the Representative;
  - (b) any negligent or unlawful act or provision of the Representative, its employees, contractors or agents in connection with the performance of this Agreement; or

- (c) any legal action, charge, demand or any threatened legal action or charge by the student or potential student recruited by the Representative for the School where the actions, charge, demand or threatened action or charge is related to or has arisen as a result of the conduct of the Representative.

## **12. Termination**

- 12.1. This Agreement may be terminated at any time if either party gives 3 months written notice to the other party of its intention to terminate the Agreement.
- 12.2. If the representative fails to comply with any term of this Agreement, or becomes insolvent as that term is defined under Australian Law in the Corporations Act 2001 (Cth) or any similar law or legislation in the country in which the representative is established or operates, or an administrator or receiver or liquidator is appointed (whether voluntary or involuntary) or enters into any form of arrangement with its creditors, the School may terminate this Agreement forthwith by notice in writing to the Representative.
- 12.3. The rights and powers conferred upon the School by this clause are in addition to any other right or power, which may be conferred upon the School at law or in equity.
- 12.4. If this Agreement is terminated, the Representative must mitigate any loss to the School and no further students will be recruited for the School. The Representative will give full details and information concerning any potential student recruited by the Representative but not accepted by the School at the date of termination.

## **13. Not Exclusive**

- 13.1. This agreement is not exclusive, and the School is not prevented from entering into other agreements with other persons for recruitment globally for the same purposes.

## **14. Force Majeure**

- 14.1. Non-performance by any of the parties of any obligation or condition required by this Agreement to be performed will be excused during the time and to the extent that such performance is prevented, wholly or in part, by circumstances beyond the reasonable control of such party. For the purpose of this Agreement, such circumstances (referred to in this Agreement as “Force Majeure”) will include:
  - (a) government, semi-governmental or judicial law, regulation, order, decree, directive, restriction, restraint, prohibition, intervention or expropriation, or the failure of any government or semi-governmental or judicial law, regulation, order, decree, directive, restriction, restrain, prohibition, intervention or expropriation, or the failure of any government or semi-governmental or judicial entity to act;
  - (b) strike, lockout or other labour dispute;
  - (c) act of God, fire, flood, tornado, hurricane or any other form of inclement weather, or conditions resulting from inclement weather;
  - (d) explosion, concussion, collision, radiation, act of the public enemy, act of war (declared or undeclared), blockade, riot, civil commotion or disturbance, martial law, sabotage, insurrection or national emergency (whether in fact or law); and
  - (e) any other cause whether similar or dissimilar to the causes herein specifically enumerated, and which is beyond the reasonable control of such party and which



such party is unable to overcome by the exercise of reasonable diligence and at a reasonable cost.

## 15. Notices

15.1. A notice given by a party under this Agreement must be:

- (a) in writing in the English language
- (b) sent by ordinary pre-paid post (airmail if being sent from or to a place outside of Australia) to the other party's address for notices;
- (c) delivered by hand; and
- (d) addressed to:

Principal  
Chambers School of Business,  
Level 4, 79 George Street, Parramatta, NSW 2150

15.2. A notice will be deemed to have been served:

- (a) If hand delivered, on that day unless delivery is made other than on a Business Day or after 4.30pm on a Business Day, in which case it will be taken to be served on the next Business Day;
- (b) If posted, on the third (or seventh in the case of airmail) Business Day after posting and

15.3. Until other details are specified by a party as its address for service, the address of the parties as stated above will apply.

## 16. Relationship between parties

16.1. The relationship between the parties is one of independent contractors and nothing in this Agreement will be construed to constitute a relationship of employer employee, joint ventures or partnership.

16.2. The Representative will not assume nor attempt to assume or create directly or indirectly any obligation on behalf of or in the name of the School without the express written consent of the School.

## 17. Waiver

17.1. No rights under this Agreement will be deemed to be waived except in writing signed by each party. A waiver by a party will not prejudice that party's rights in respect of any subsequent breach of this Agreement by any of the other parties.

17.2. Any failure by any party to enforce any term of this Agreement of any forbearance, delay or indulgence granted by any party to the other will not be construed as a waiver of that party's rights under this Agreement.

## 18. Assignment

18.1. The parties will not assign or otherwise deal with their rights or interests under this Agreement without the prior written consent of the other party to this Agreement.

## 19. Confidentiality

- 19.1. All matters in this Agreement, or arising as a consequence of this Agreement, will be kept confidential by the parties unless the prior written consent of the other party is obtained.

## 20. Governing Law

- 20.1. This Agreement will be governed by the laws of the State of New South Wales and the parties agree to submit to the jurisdiction of the courts of the State of New South Wales, Australia.

## 21. Miscellaneous

- 21.1. This Agreement constitutes the entire Agreement between the parties. No variation of any term will be valid unless it is in writing and signed by both parties.
- 21.2. Each party will bear its own costs of and incidental to the preparation, execution and stamping (if any) of this Agreement.

## 22. Definitions

- 22.1. In this Agreement:

**AGREEMENT** means this document, including its schedules 1-5.

**AUSTRALIAN LAW** means all ancillary and subordinate legislation, codes and policies made by authority of the ESOS Act, including without limitation the National Code 2018 as amended from time to time and other relevant legislation, including the commitment to cooperate with the regulator of VET courses, the Australian Skills and Quality Agency, if required.

**BUSINESS DAY** means, in relation to the doing of any action in a place, a day that is not a Saturday, Sunday or public holiday or bank holiday in that place.

**CHECKLIST** means the checklist in Schedule 4.

**ESOS ACT** means the Education Services for Overseas Students Act 2000 (Cth).

**NATIONAL CODE** means the code entitled the 'National Code 2018', which is made under and forms part of the ESOS Act, attached (in whole or in part) in Schedule 5.

**The School's LOGO** means any name, mark, business name or trademark or similar which the School uses to identify itself or its activities with.

**SIGNED AS AN AGREEMENT:**

**SINGED** for and on behalf of  
Chambers School of Business

Mahia Khan Oshin

.....  
Principal  
**Date**

**SINGED** for and on behalf of

**Agent Name**

.....  
**Date**

Who, by signing, certifies that he/she has the authority to sign on behalf of the Representative.

## SCHEDULE I – COMMISSION

1. For each student recruited, the School will pay the representative the enrolment fee and commission of **35** percent of the relevant tuition fee for the duration of the education program. This commission is payable in installments (one installment per term), subject to receipt of full payment of the School fees and enrolment by the student in each term. An invoice must be submitted for each term. The commission will be paid within 28 days of the receipt of invoice by the School.

The commission for each term is not payable by the School in any of the following cases:

- (a) If the student does not enroll for the term at the School; or
  - (b) If the student does not remain enrolled for four weeks after the commencement of the academic term for the student's course,
  - (c) If the School does not receive full payment of the tuition fee for the term.
2. For quickest possible payment of commission, the agent is advised to:
    - (a) Direct all the School program queries regarding payment to:  
Accountant  
Chambers School of Business  
Level 4, 79 George Street, Parramatta, NSW 2150  
P: +61 2 8820 0205 | Email: [accounts@csb.edu.au](mailto:accounts@csb.edu.au)
    - (b) Agents based in Australia must send an original numbered invoice. Overseas agents may send numbered invoices electronically.
    - (c) Provide correct banking details to facilitate direct / telegraphic transfer of monies.
    - (d) Include correct details of the student's full name, date of birth and student number.
    - (e) Include name of the programs in which student has enrolled.

## Schedule 2 – Method of Commission Payment by the School

### Agency Details

Agency Name			
Address			
Contact Person			
Position			
Signature		Date	

### Payment Details

Preferred Method of Commission Payment	
<input type="checkbox"/> Bank Cheque	<input type="checkbox"/> Telegraphic Transfer
Bank Details	
Account Name	
BSB	
Account Number	
Bank Name	

## Schedule 3 – Monitoring Arrangements

### Operations Manager

Nominated Operational Manager for the School	
Name	
Telephone no	
Email address	
Nominated Operational Manager for the Agent	
Name	
Telephone no	
Email address	

### Monitoring Activities

Monitoring activities must include, but are not limited to:

The School's Student Support Manager is responsible for the review process, which may include one or more of the following strategies:

- visits to education agent's offices and face-to-face meetings where feasible
- telephone/teleconference meetings
- documented comments taken when speaking or visiting the agent
- regular reports from the Agent
- feedback from students recruited by the Agent
- surveys of students
- surveys of Agents
- performance benchmarks included in the Education Agent Agreement
- spot checks by the school, e.g. observing the Agent at work at Education Fairs
- quality of students (completion rates, number of students reported to Department of Immigration and Border Protection (DIBP))
- conversion rates of successful enrolments from letters of offer
- recommendations from within the industry
- informal feedback from Industry colleagues.

## Schedule 4 – Checklist to be Signed by Representative

To acknowledge requirements under the ESOS Act 2000

- I acknowledge the current National Code 2018. I warrant that I have read and understood the National Code 2018, paying attention to the National Code 2018, which I received along with this Agreement, and which is otherwise located at: [www.education.gov.au](http://www.education.gov.au)
- I acknowledge that I must cooperate with the Australian Skills and Quality Agency (ASQA) if required.
- I will ensure all my staff are aware of the requirements of the National Code 2018 and I understand that this is a continuing obligation.
- I will replace/have replaced all previous the School promotional materials with correct updated materials (which comply with Australian Law, as defined in the Agreement).
- If students are charged an upfront fee for my services, I will provide a list of fees charged to prospective students (including refund policy and copy of written agreement) to the School.
- The student’s permanent home address will be clearly indicated on the application, as well as my company name.
- The student’s date of birth will be included on the commission invoice.
- I will not deduct commission upfront from a student’s fees before forwarding them to the School.
- By signing this Agreement, I understand that I am required to comply with the requirements under Australian Law and that it is my own obligation to read, understand and comply with its requirements.
- I will contact the School immediately for clarification of any aspect of the ESOS Act, the National Code 2018, or the Standards for Registered Training Organisations 2015. However, I confirm that it is my own obligation to read, understand and comply with these requirements.
- I will include the School CRICOS code 03867B and all promotional materials such as advertising or signage, placed by my staff or myself.
- If advertising any nationally accredited training I will include Chambers School of Business Pty Ltd’s registered training Organisation number, which is 45629.
- I will return a signed copy of this Agreement together with a signed copy of this checklist for the School’s files as soon as possible.

Signature			
Name		Date	

## Schedule 5 – The National Code 2018 Extracts

### **Pre-enrolment engagement of students**

Students and their parents are often first exposed to the Australian education system through providers' marketing information. It is important that this information is of a high standard, clear and unambiguous, so that intending students and their parents can make informed decisions about their preferred provider and course. The marketing practices of registered providers must uphold the reputation of Australian international education and training and be undertaken in a professional manner.

The recruitment of students follows general marketing and is the first step in establishing a formal relationship between the student and the registered provider. It is important that the recruitment is ethical and upholds the integrity of Australian education and training. Intending students need to be able to access information about the course, fees, facilities, services and resources offered by the registered provider prior to enrolment in order to make informed choices about their education options. At this point, the registered provider also needs to be satisfied that the student's English language proficiency, qualifications and experience are appropriate for the course.

The final step involves the formalisation of the enrolment whereby a written agreement is entered into by the registered provider and student (or parent or legal guardian if the student is under 18 years of age). This agreement aims to ensure the obligations and rights of both the registered provider and student are clearly set out, including the course money payable and services to be provided.

Education agents are often the first point of contact between the industry and intending students and their parents. Their activities and ethics are important to Australia's reputation as a desirable destination for students, and registered providers have an interest in ensuring education agents act ethically and appropriately.

Registered providers may receive students from education agents acting on behalf of the student or from education agents who are formally engaged by the registered provider to recruit students. Under the National Code 2018, registered providers are only required to have written agreements with education agents who are formally engaged by the registered provider to recruit students on its behalf. It is expected that registered providers will formally engage education agents where there is an ongoing or significant relationship.



## Standard I – Marketing information and practices

### Outcome of Standard I

Registered providers ensure that marketing of their education and training services is professional, accurate and maintains the integrity and reputation of the industry.

I.1 The registered provider must ensure the marketing of its education and training services is undertaken in a professional manner and maintains the integrity and reputation of the industry and registered providers.

I.2 The registered provider must:

- a. clearly identify the registered provider's name, CRICOS number and RTO number in written marketing and other material for students, including electronic form, and
- b. not give false or misleading information or advice in relation to:
  - claims of association between providers
  - the employment outcomes associated with a course
  - automatic acceptance into another course
  - possible migration outcomes, or
  - any other claims relating to the registered provider, its course or outcomes associated with the course.

I.3 The registered provider must not actively recruit a student where this clearly conflicts with its obligations under Standard 7 (Transfer between registered providers).

## Standard 2 – Student engagement before enrolment

### Outcome of Standard 2

Registered providers recruit students in an ethical and responsible manner and provide information that enables students to make informed decisions about studying with the registered provider in Australia. Registered providers ensure students' qualifications, experience and English language proficiency are appropriate for the course for which enrolment is sought.

2.1 Prior to accepting a student, or an intending student, for enrolment in a course, the registered provider must provide, in print or through referral to an electronic copy, current and accurate information regarding the following:

- a. the requirements for acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required and whether course credit may be applicable
- b. the course content and duration, qualification offered if applicable, modes of study and assessment methods
- c. campus locations and a general description of facilities, equipment, and learning and library resources available to students
- d. details of any arrangements with another registered provider, person or business to provide the course or part of the course
- e. indicative course-related fees including advice on the potential for fees to change during the student's course and applicable refund policies
- f. information about the grounds on which the student's enrolment may be deferred, suspended or cancelled
- g. a description of the ESOS framework made available electronically by DIAC, and
- h. relevant information on living in Australia, including:
  - indicative costs of living
  - accommodation options, and
  - where relevant, schooling obligations and options for school-aged dependents of intending students, including that school fees may be incurred.

2.2 The registered provider must have documented procedures in place and implement these procedures to assess whether the student's qualifications, experience and English language proficiency are appropriate for the course for which enrolment is sought.

## Standard 3 – Formalization of enrolment

### Outcome of Standard 3

Written agreements between registered providers and students set out the services to be provided, fees payable and information in relation to refunds of course money.

3.1 The registered provider must enter into a written agreement with the student, signed or otherwise accepted by that student (or the student's parent or legal guardian if the student is under 18 years of age), concurrently with or prior to accepting course money from the student.

The agreement must:

- a. identify the course or courses in which the student is to be enrolled and any conditions on his or her enrolment
- b. provide an itemized list of course money payable by the student
- c. provide information in relation to refunds of course money
- d. set out the circumstances in which personal information about the student may be shared between the registered provider and the Australian Government and designated authorities and, if relevant, the Tuition Assurance Scheme and the ESOS Assurance Fund Manager. This information includes personal and contact details, course enrolment details and changes, and the circumstance of any suspected breach by the student of a student visa condition, and
- e. advise the student of his or her obligation to notify the registered provider of a change of address while enrolled in the course.

3.2 The registered provider must include in the written agreement the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of course money in the case of student and provider default:

- a. amounts that may or may not be repaid to the student (including any course money collected by education agents on behalf of the registered provider)
- b. processes for claiming a refund
- c. a plain English explanation of what happens in the event of a course not being delivered, and
- d. a statement that “This agreement, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia’s consumer protection laws”.

## Standard 4 – Education agents

### Outcome of Standard 4

Registered providers take all reasonable measures to use education agents that have an appropriate knowledge and understanding of the Australian international education industry and do not use education agents who are dishonest or lack integrity.

4.1 The registered provider must enter into a written agreement with each education agent it engages to formally represent it. The agreement must specify the responsibilities of the education agent and the registered provider and the need to comply with the requirements in the National Code 2018. The agreement must also include:

- a. processes for monitoring the activities of the education agent, including where corrective action may be required, and
- b. termination conditions, including providing for termination in the circumstances outlined in Standard 4.4.

4.2 The registered provider must ensure that its education agents have access to up-to-date and accurate marketing information as set out in Standard 1 (Marketing information and practices).

4.3 The registered provider must not accept students from an education agent or enter into an agreement with an education agent if it knows or reasonably suspects the education agent to be:

- a. engaged in, or to have previously been engaged in, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Transfer between registered providers).
- b. facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her student visa
- c. using Provider Registration and International Students Management System (PRISMS) to create Confirmations of Enrolment for other than bona fide a student, or
- d. providing immigration advice where not authorized under the Migration Act 1958 to do so.

4.4 Where the registered provider has entered into an agreement with an education agent and subsequently becomes aware of, or reasonably suspects, the engagement by that education agent, or an employee or sub-contractor of that agent, of the conduct set out in Standard 4.3, the registered provider must terminate the agreement with the education agent.

``This paragraph does not apply where an individual employee or sub-contractor of the education agent was responsible for the conduct set out in Standard 4.3 and the education agent has terminated the relationship with that individual employee or subcontractor.

4.5 The registered provider must take immediate corrective and preventative action upon the registered provider becoming aware of an education 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.

## Schedule 6 – Declaration

- The agreement is valid for a maximum of one year from the date of this agreement and may be terminated at any time by any party on the provision of 2 weeks written notice to both other parties.
- This agreement may only be varied by a written document signed by all parties.
- To be signed by all parties upon agreement and before commencing service.

<b>Signed for and on behalf of The School</b>	
Name	
Title	
Signature	
Date	
<b>Signed for and on behalf of The Agent</b>	
Name	
Title	
Signature	
Date	