



RTO NO. 30526

ST JAMES COLLEGE

*A Catholic School in the
Edmund Rice Tradition*



EDMUND RICE EDUCATION
AUSTRALIA
CRICOS NO. 00715J

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ST JAMES COLLEGE AGENCY AGREEMENT

STANDARD 4 – NATIONAL CODE 2017

FORM A

Date: _____

St James College Agency Agreement with:

Business Name			
ABN			
Address			
Phone		Mobile	
Fax		Email	

1. Background

- The purpose of this document is to formalize the agreement for the Agent to represent St James College for the purpose of the recruitment of suitable student to study at St James College.
- Under the Education Services for Overseas Students Act 2000 (the ESOS Act) and the National Code of Practice for Providers of Education and Training to Overseas Students 2017 are required to meet certain standards as are any education agents with whom the provider has entered into an agency agreement.
- The Countries/Regions covered by this agreement are:
 - _____
 - _____
 - _____
 - _____
- The term of this agreement is five (5) years from the date of the agreement.
- 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

- St James College Engages the Agent to recruit suitable prospective students in the Countries specified in 1.c for the term of the agreement.
- This is a non-exclusive agreement. St James College may appoint other agents in the Countries/ Regions specific in 1.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 St James College and amending the agency agreement.

3. Responsibilities of the Agent

- a) Under this Agreement the Agent must;
 - i. Promote St James College and its courses in the countries/regions specific in 1.c
 - ii. Recruit and assist in the recruitment of prospective students to undertake courses at St James College in accordance with the policies of St James College.
 - iii. Provide prospective students with any necessary information required under the National Code including information about the courses, facilities and services of St James College
 - iv. Assist in completing and submitting application forms to St James College.

- b) In performing these services, the Agent must;
 - i. Promote St James College with integrity and accuracy and recruit prospective student in an honest and ethical manner
 - ii. Inform prospective students accurately about the requirements of St James College using only material provided or approved by the school
 - iii. Take reasonable steps to confirm the accuracy of information provided by prospective students in the application
 - iv. Ensure that only signed and completed applications are submitted to St James College
 - v. Ensure that relevant fees and charges and supporting documentation accompany each application and acceptance of offer documents
 - vi. Provide any offer documents received from St James College to the prospective students within 24 hours of receiving the offer documents
 - vii. Only undertake promotional and marketing activities involving St James College that have been approved by St James College.

- c) As per the requirements of 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.
 - iv. Use PRISMS to create a CoE for other than bona fide students or
 - v. 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 an association between St James College 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 by the student to St James College by a prospective student or deduct any fees from the amount payable by the student to St James College.
 - v. Commit St James College to accept any prospective student into a course.
 - vi. Use or access PRISMS without the prior written consent of St James College
 - vii. Recruit or attempt to recruit a prospective student who the agent knows to have engaged the services of another representative of St James College
 - 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 parent(s)/legal guardian
 - ix. Submit an application to St James College on behalf of a student if the agents are aware the prospective student has applied to other education providers
 - x. Submit an application to St James College on behalf of a student if the Agent is aware that the student has been rejected by an education provider for a similar course

- e) The agent must ensure that all staff of the Agent and any sub-contractors of the Agent are aware of the requirements of the National Code.

- f) Unless St James College agrees otherwise in writing, the cost of advertisement and promotional activities undertaken by the Agent will be borne by the Agent.

4. Responsibilities of St James College

- a) St James College 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 or receipts
 - iv. Pay any fees within the agreed framework.

- b) St James College 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 St James College other than that which is needed to perform the services in accordance with this agreement.
 - ii. The terms of this Agreement.

6. Agent's Fees

- a) The fees payable are set out in Schedule 1
- b) Subject to the provisions of this clause, St James College 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 St James College; and
 - iv. Has commenced the course and has had 4 (four) weeks of satisfactory progress and attendance.

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

7. Assignment and Sub-contracting

- a) The Agent must not assign this Agreement or any right under this agreement without the prior consent of St James College
- b) Apart from sub-contractors listed in this Agreement, the Agent must not sub-contract to any person the performance of any of its obligations under this Agreement without the prior consent of St James College
- c) Despite any sub-contract, the Agent remains liable for performing its obligations under this Agreement.

8. 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 six months at the discretion of St James College including a record of inquiries and outcomes (See schedule 2 for details)
 - ii. Spot checks to be undertaken by representatives of St James College both at the agent's premises and at promotional events.
 - iii. A yearly survey of parents of students and students recruited by the Agent.

9. Corrective Action

- a) If at any point during the term of this Agreement, St James College believes or reasonably suspects that the Agent is negligent, careless or incompetent or is engaged in false misleading or unethical advertising or recruitment practices, the Agreement may be terminated under the terms set out below in clause 10.
- b) Alternatively, St James College may decide at its discretion to engage in corrective action with the Agent. These activities may include but are not limited to:
 - i. On-shore training for the Agent
 - ii. Requiring the Agent to complete the AEI on-line Agent Training Course.

10. 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 3.c, St James College 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, St James College 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 or sub-contractor 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 the termination date; and
 - ii. Immediately cease using any advertising, promotional or other material supplies by St James College and return all materials to St James College within 30 days.
- e) The termination of this agreement by either party does not affect any accrued rights or remedies of either party.

11. Dispute Resolution/Mediation

- a) In the event of any grievance or disputed decision the Agent is able to access St James College’s Grievance Procedures
- b) The process if this grievance procedure is confidential and any complaints are a matter between the parties concerned and those directly involved in the complaints handling process.
- c) If the student or parent(s)/legal guardian remain dissatisfied with the outcome, St James College will advise of access to an independent external appeals process.

12. 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, the parties submit to the non-exclusive jurisdiction of the courts of the State/Territory of Queensland, Australia

13. Variation

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

14. Governing Law

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

*Signed for St James College
by an Authorised Officer*

*Signed for the Agent
by an Authorised Officer*

Signature

Signature

Print name

Print name

Officer held

Officer held