



# Australian College of Technology and Business Pty Ltd

## Agency Agreement

**Dated:** XXX

Between **AUSTRALIAN COLLEGE OF TECHNOLOGY AND BUSINESS PTY LTD**  
ABN 60 124 300 545 ACN 124 300 545

**Australian College of Technology and Business Pty Ltd**

Telephone: +61 7- 3852 6967 Email: [info@actb.com.au](mailto:info@actb.com.au) Website: [www.actb.com.au](http://www.actb.com.au)  
Street Address: 100 Brunswick Street, Fortitude Valley, Brisbane, Queensland, Australia  
Postal Address: PO Box 1133, Kenmore, Queensland 4069, Australia  
CRICOS Provider Code: 03164M  
NTIS Provider Code: 32017

And

“Agent”

### **COMPANY DETAILS**

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Full ADDRESS of registered Company &  
ABN/ACN Company Registration Number

## 1) Background

- a) The purpose of this document is to formalise the agreement for the Agent to represent Australian College of Technology and Business Pty Ltd (ACTB) for the purpose of the recruitment of suitable students to study at ACTB.
- b) Under the Education Services for Overseas Students Act 2000 (the ESOS Act) providers of education to overseas students are required to meet certain standards as are any education agents with whom the provider has entered into an agency agreement.
- c) The countries/regions covered by this agreement are:
  - i) Not restricted
- d) The term of this agreement is **from the commencement date of this agreement till 31 December 2016**
- e) This agreement replaces any prior agreements in place between ACTB and the "Agent"
- f) 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. PLEASE NOTE: ACTB does NOT accept students under 18 years of age at this stage.

## 2) Engagement of the Agent

- a) ACTB engages the Agent to recruit suitable prospective students in the countries specified in 1.c. for the term of the agreement.
- b) This is a non-exclusive agreement. ACTB 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 ACTB and amending the agency agreement.

## 3) Responsibilities of the Agent

- a) Under this Agreement the Agent must;
  - i) Promote ACTB 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 ACTB in accordance with the policies of ACTB
  - iii) Provide prospective students with any necessary information required under the ESOS Act including information about the courses, facilities and services of ACTB
  - iv) Assist in completing and submitting application forms to ACTB, including the
  - v) **Complete and sign the 'SVP and GTE Verification Checklist' and 'Checklist for a complete application' for every applicant for students applying for SVP eligible programs**
- b) In performing these services, the Agent must;

- i) Promote ACTB with integrity and accuracy and recruit prospective students in an honest and ethical manner
  - ii) Inform prospective students accurately about the requirements of ACTB 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 application are submitted to ACTB
  - 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 ACTB to the prospective student within 48 hours of receiving the offer documents
  - vii) Only undertake promotional and marketing activities involving ACTB that have been approved by ACTB
  - viii) Not offer any further direct or indirect discounts on any ACTB fees, unless authorised in writing by ACTB
- c) As per the requirements of the ESOS Act, 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)
  - vi) Use sub-agents to lodge visas for the students who have been accepted at ACTB through the Agent**
- 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 ACTB 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 ACTB by a prospective student or deduct any fees from the amount payable by the student to ACTB
  - v) Commit ACTB to accept any prospective student into a course
  - vi) Use or access PRISMS without the prior written consent of ACTB
  - vii) Recruit or attempt to recruit a prospective student who the agent knows to have engaged the services of another representative of ACTB
  - 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 students parent(s)/ legal guardian
  - ix) Submit an application to ACTB on behalf of a student if the Agent is aware the prospective student has applied to other education providers

- x) Submit an application to ACTB 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 and any sub-contractors of the Agent are aware of the requirements of the ESOS Act
- f) Unless ACTB agrees otherwise in writing, the cost of advertising and promotional activities undertaken by the Agent will be borne by the Agent.

#### **4) Responsibilities of ACTB**

- a) ACTB must;
  - i) Give the Agent sufficient information to enable the Agent to undertake its services, including information regarding the requirements of the ESOS Act
  - 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) ACTB 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 ACTB 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, ACTB 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 ACTB; and
  - iv) has commenced the course and has had 2 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 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 ACTB
- e) No Agent's fee is payable unless the Agent has submitted an invoice in a form approved by ACTB.
- f) ACTB 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 ACTB.
- 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 ACTB.
- 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 compulsory training session covering ACTB course information, policies, procedures and specific SVP application requirements
  - ii) A regular review of the Agent's performance, to be undertaken at least every three months at the discretion of ACTB including a record of inquiries and outcomes
  - iii) Spot checks to be undertaken by representatives of ACTB both at the agents premises and at promotional events
  - iv) A yearly survey of students recruited by the Agent

#### **9) Corrective Action**

- a) If at any point during the term of this Agreement, ACTB 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, ACTB 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 PIER 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 this Agreement, ACTB 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, ACTB 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) The agreement may also be terminated by ACTB with no notice:
  - (1) if an agency has two SVP visa rejections within any month, or
  - (2) if more than 10% visa rejections over a 12 month period; or

- (3) if the agency has more 10% SVP students per year who breach their visa conditions or fail to complete their course at ACTB
- (4) if the agency lodges visas through sub-agents, where the application has been approved and COE issued to the Agent
  
- e) 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 ACTB and return all materials to ACTB within 30 days.
  
- f) 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 ACTB's Complaints and Appeals Policy.
  
- b) If the matter cannot be resolved through use of ACTB's Complaints and Appeals Policy see 14.b.

**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

**13) Variation**

- a) This agreement supersedes any previous agreements between the parties.
  
- b) 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 of Queensland, Australia.
  
- b) The parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland, Australia.

## Schedule 1: Commission Rate Summary for CRICOS courses

### Commission on tuition fees paid by the student

#### Commissions

Commission payable= XX% of tuition fees

- Payment terms- for non-SVP applications
  - XX% commission paid on tuition fees paid by the students
- Payment terms for SVP students
  - *First commission payment*  
XX% part commission on paid tuition fees for the first 6 months of the program is payable 2 weeks after the student commences the first course
  - *Balance commission payments on completion*  
Balance XX% commission on paid tuition fees will be paid to the agent after the student completes the packaged program

#### Additional incentives

1. If an agent has 90%+ application to visa approval rate, where at least 10 students have been recruited for ACTB during the year, we will offer an additional commission\* on the tuition fees per student for all future students recruited by the agent
2. If an agent has 100% student completion rates, where at least 10 students have been recruited for ACTB, we will list the agent as a 'preferred agent'\* on our website for the subsequent term

\*The agent performance will be reviewed in 12 months. If the agent has satisfied Point 1 and 2 above, we will change the commission rate from XX% to XX% for all future students recruited by the agent

Signed for ACTB by an authorised officer

Signed for **Name of agent**  
by an authorised officer

\_\_\_\_\_  
Signature of **Managing Director**

\_\_\_\_\_  
Signature of **Managing Director/Principal/Proprietor**

Sangeeta Mahajan

\_\_\_\_\_  
Name of **Managing Director** (print)

\_\_\_\_\_  
Name of **Managing Director/Principal/Proprietor** (print)

Brisbane, Queensland.

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Office held

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Office held