

THE HUTCHINS SCHOOL AGENT REPRESENTATIVE AGREEMENT

Dated:

Between: The Hutchins School – ABN 91 133 279 291 / CRICOS Code: 00478F
71 Nelson Road, Sandy Bay, Tasmania, Australia 7005

and

..... (the Agent)

ABN or Company Registration Number:

..... Address Line 1

..... Address Line 2

1) Background

- a) The purpose of this document is to formalise the agreement for the Agent to represent The Hutchins School for the purpose of the recruitment of suitable students to study at The Hutchins School.
- 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) _____
 - ii) _____
 - iii) _____
- d) The term of this agreement is for two years, with a rollover on review each December of the second year, for a possible further two years.

THE HUTCHINS SCHOOL

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The Hutchins School Board as established by The Christ College Act 1926 ABN 91 133 279 291 CRICOS 00478F

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

3) Responsibilities of the Agent

- a) Under this Agreement the Agent must;
 - i) Work and follow requests for documentation and application procedures, as directed by The Hutchins School.
 - ii) Promote The Hutchins School and its courses in the countries/regions specified in 1.c.
 - iii) Recruit and assist in the recruitment of prospective students to undertake courses at The Hutchins School in accordance with the policies of The Hutchins School.
 - iv) Provide prospective students with any necessary information required under the ESOS Act including information about the courses, facilities and services of The Hutchins School.
 - v) Assist in completing and submitting application forms to The Hutchins School.
- b) In performing these services, the Agent must;
 - i) Promote The Hutchins School with integrity and accuracy and recruit prospective students in an honest and ethical manner.
 - ii) Inform prospective students accurately about the requirements of The Hutchins School, 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 The Hutchins School.
 - 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 The Hutchins School to the prospective student within 24 hours of receiving the offer documents.
 - vii) Only undertake promotional and marketing activities involving The Hutchins School that have been approved by The Hutchins School.

- 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).
- 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 Hutchins 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 Hutchins School by a prospective student or deduct any fees from the amount payable by the student to The Hutchins School.
 - v) Commit The Hutchins School to accept any prospective student into a course.
 - vi) Use or access PRISMS without the prior written consent of The Hutchins School.
 - vii) Recruit or attempt to recruit a prospective student who the agent knows to have engaged the services of another representative of The Hutchins 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 students parent(s)/ legal guardian.
 - ix) Submit an application to The Hutchins 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 Hutchins 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 and any sub-contractors of the Agent are aware of the requirements of the ESOS Act.
- f) Unless The Hutchins School agrees otherwise in writing, the cost of advertising and promotional activities undertaken by the Agent will be borne by the Agent. All requests for participation in events/marketing should be directed to The Hutchins School to consider.

4) Responsibilities of The Hutchins School

- a) The Hutchins 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.
 - 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 Hutchins 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 Hutchins School 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 (*refer to Schedule 1*)

- a) The commission fee payable to the Agent is
 - i) 25% commission on tuition fees only for the first full year of enrolment
 - ii) 15% commission on tuition fees only for the second year of enrolment
 - iii) 10% commission on tuition fees only for the third and subsequent years of enrolment (*see commission Schedule 1 for full explanation*).
- b) Subject to the provisions of this clause, The Hutchins School must pay the Agent's fee for each student who:
 - i) is an international student recruited by the Agent.
 - ii) is enrolled in a course as an international student; and
 - iii) has paid the course fee to The Hutchins School; and
 - iv) has commenced the course and has had one term 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 The Hutchins School or where the student holds an Australian passport, has Australian residency or is classed as a domestic student, unless they are not currently living in Australia and the agency is representing them from an overseas market.
- e) No Agent's fee is payable unless the Agent has submitted an invoice in a form approved by The Hutchins School (*as per Schedule 1*).

- f) Once all conditions of an invoice from an agent have been met, as outlined in Schedule 1, Items 2 and 3, The Hutchins School will pay the commission fees payable within 30 days.

7) Assignment and Sub-contracting

- a) The Agent must not assign this Agreement or any right under this Agreement without the prior consent of The Hutchins School.
- 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 The Hutchins School.
- 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 three months at the discretion of The Hutchins School including a record of enquiries and outcomes as set out within this Agreement.
 - ii) Spot checks to be undertaken by representatives of The Hutchins 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) Annual review of year's performance and professionalism conducted each December by The Hutchins School.

9) Corrective Action

- a) If at any point during the term of this Agreement, The Hutchins School 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, The Hutchins School 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 this Agreement, The Hutchins 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 Hutchins 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 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 to the termination date; and
 - ii) Immediately cease using any advertising, promotional or other material supplied by The Hutchins School and return all materials to The Hutchins School 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 The Hutchins School's Grievance Policy.
- b) If the matter cannot be resolved through use of The Hutchins School's Grievance Policy see 15.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 may only be varied in writing, signed by both parties.

14) Declaration by Agents and Agent Counsellors for information sharing.

In signing below, as an agent approved by The Hutchins School, signing and accepting this agency agreement with The Hutchins School you acknowledge and agree to the agency's and its counsellors' personal information being:

- a) recorded in PRISMS. This may include name, business email address, phone number and address;
- b) accessed by the Australian Government Department of Education and Training, Department of Immigration and Border Protection and other Commonwealth agencies that access PRISMS;
- c) used to administer or monitor compliance with the Commonwealth legislation e.g. Education Services for Overseas Students Act 2000, Migration Act 1958; and
- d) disclosed by the Australian Government Department of Education and Training to other Australian Government entities (including, but not limited to ASQA and TEQSA), education

institutions and publically. The Australian Government Department of Education and Training will share individual agents' performance publically as aggregated data (but will not identify agent – provider relationships). Agent-provider relationships will only be identified when data is shared with education providers and other Australian Government entities.

- e) to personal information currently held in PRISMS regarding them and any other personal information we may collect in future being disclosed as described above.

15) Governing Law

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

Signed for The Hutchins School by an
authorised officer

Signed by the Agent

Signature of Officer

Signature of Officer

Name of Officer (print)

Name of Officer (print)

Position

Position

Company /Agent Registration Number
Affix Company stamp:

NOTE: This Agreement is not valid until both parties have affixed their signatures on behalf of the Institution / Agency. This agency agreement will be reviewed in the December of the second year of the agreement, and unless written notice is provided to the Agent by the School, that the agency agreement is being withdrawn, the Agency Agreement with the School may continue to be effective for a further two years.

Schedule 1

1) Commission Schedule

- a)
 - i. 25% commission on tuition fees only for the first full year of enrolment
 - ii. 15% commission on tuition fees only for the second year of enrolment
 - iii. 10% commission on tuition fees only for the third and subsequent years of enrolment; OR
- b) 20% Commission fee, calculated on the local Australian tuition fees for the first year only, on a case-by-case basis, for a student who holds an Australian passport or resident visa entitling the student to local student tuition fees providing an overseas agent has worked with The Hutchins School to process the stages of enrolment and the student will be a boarder at The Hutchins School and has not previously lived in Australia. This commission will only be paid on case-by-case basis and at the discretion by the School.
- c) Students who hold an Australian passport or Australian residency and who are currently residing in Australia with their families or direct relatives (and who are not at the time of application are based overseas) must apply direct to The Hutchins School for enrolment, as would any Australian student. This means that an education agency will not be paid commission as the family are deemed to being able to apply as per any other Australian family would apply (without the engagement of an education agency). Acceptance by the school will be on availability of space in classes, and any waiting lists, as applicable to the year level of application.
- d) Any commission payable, will be calculated as per the commission rate in 1a) and b) above, however will be based on the actual fees paid by a family. International families are given the option to pay fees in advance for each year, providing them a discount on fees. If a family pay in advance, and therefore pay at the discounted rate, commission will be payable as per fees paid, not by the advertised International Student Fee Schedule.

2) Agent Commission Protocol

Agent commission can be claimed by agents per semester, and as per details outlined below. Please ensure commission invoices are sent directly to The Hutchins School for payment.

First semester invoice:

- 1. Fees are paid up-to-date.
- 2. The student has commenced and completed one successful period of study at the school without issues as explained under Schedule 1 - Clause 4) 'Student Issues'.

Second semester invoice:

- 1. Agent invoices received for second semester payment of commission will be paid on confirmation from the accounts department of the school that the student's fees are paid up-to-date and only once the student has also commenced their second semester of study.

3) Invoices for Commission

Commission invoices must not be submitted until one full term has been completed at the school by the student.

Commission Invoices must include the following details:

Agent Details

- INVOICE MUST BE ON AGENCY LETTERHEAD
- Date of Invoice
- Invoice Number
- If the Agency is based in Australia, the Invoice must show Agency ABN Number and its Business description under that ABN must note the fact that business includes being an Education Agency.

Student Information

- Student ID (as issued to agency)
- First name; LASTNAME of student
- Commencement Date (DD/MM/YYYY)
- Student Type:
- Student Visa 500; Residency Visa; Australian Passport Holder.
- Agency commission percentage being charged to school
- Period covered by commission claim (i.e. Semester 1 or Semester 2)
- AUD \$Amount

4) Student Issues

If, in the event that during the student's first term of study at the school, the student presents with any health, learning or behavioural condition/issues, which had not been disclosed at time of application in either a) communication by the school's education agent representative during the application process, and/or b) on forms provided by the school to the family to provide full and accurate disclosure under relevant questions, the school may suspend payment of commission to the education agent until reasons of non-disclosure are investigated.

The School relies on its appointed education agents to be thorough and to ensure families are fully informed, questions on forms translated and that families understand that full disclosure of any current pre-conditions or past-conditions of their child be disclosed to ensure the school has been fully briefed about each potential student being presented by the education agent. Should it be found that the education agency was negligible in its care and duty to the school, to provide accurate information, commission may not be paid to the agent. We encourage education agents to be diligent in gaining information about each student wishing to make application for enrolment into the school.

Acknowledgement

I acknowledge the conditions outlined within this Agency Agreement with The Hutchins School and **Schedule 1 – Clauses 1 to 4**, of the Agency Agreement by signing below:

Signed for the **AGENT noted in this agreement as being (enter Agency name)**

.....

by an authorised officer:

Signature of Officer

Name of Officer (print)

Office held

Date of Signature