



THE HUTCHINS SCHOOL

International Education Agent Agreement

The Hutchins School as established by the Christ College Act 1926 -ABN 91 133 279 291 CRICOS 00478F has much pleasure in officially appointing:

.....
(please enter Trading Name of Agency – PRINT CLEARLY)

of the following contact details (please enter Agency Contact Details):

PRINT CLEARLY

Legal Entity Name of Agency:

Agency Office Address:

Agency Phone No: Fax No:

Agency Website:

Agency Director's Name:

Director's Email Address:

*****Should details above change, notification of the changes must be provided immediately to The Hutchins School.*****

The Hutchins School of Hobart Tasmania, appoints the above Agency to recruit international students for The Hutchins School and to provide families and students information by way of counselling to families and students or in presentations, on behalf of The Hutchins School under the following conditions:

1. The School will pay the agent a once only Introduction *Commission Fee* as per Schedule 1 attached to this Agreement. Commission fees and Agency Agreements are reviewed annually. The *Commission Fee* is calculated and paid on tuition fees paid and received by the School only and are calculated and paid based only on the first year's tuition cycle of the student's enrolment (or part thereof in regard to short-term students).
2. For students holding an Australian passport or Australian residency a *Commission Fee* is paid by The Hutchins School based on the 'local' Australian student fees paid and not the international fee schedule scale. *Commission Fee* is as per Schedule 1 attached to this Agreement and will only be paid where a student demonstrates that: a) the student has not resided in Australia prior to the enrolment; and b) will enrol as a boarding student. For students who intend to reside with their direct parent and who hold an Australian residency visa, a *Commission Fee* to the Agent will be paid on approval of the accommodation arrangements being accepted by the School. For students who intend to reside with their parent in Australia and who hold an Australian passport no *Commission Fee* will be paid for enrolment via an Education Agent as this student is deemed to be an Australian enrolment and should apply to the School for entry as would any other Australian student. A Migration Agency may be paid commission if it is able to be demonstrated that the family have not ever resided in Australia prior to immigrating and the *Commission Fee* will then be paid at the discretion of the School.
3. It is the agent's responsibility to ensure that families are informed that all fees associated with their son's enrolment at Hutchins must be paid for within the terms of the School's invoice issued and that they are fully aware of all other expenses involved i.e. medical insurance, incidental costs, IT requirements and costs, special program or year level associated costs (as applicable) and that any other additional expenses such as for private music or other private lessons required will be cleared by the parent on invoice for same.

4. The Introduction Commission Fee as stated in point 1) and point 2) above is paid only after the student has commenced at Hutchins. Commissions are paid on a semester basis and only once monies have been received at the School to student's account. Should the student pay one year's fees up-front then the full first year's 20% (or if applicable 15%) on the tuition component of those fees is paid in a lump sum to the agent on presentation of an invoice for commission. An invoice needs to be submitted by the agent for payment of any commission amounts.
5. Commission to the agent will not be paid in the event of any term fees remaining outstanding and subsequently remaining unpaid by the responsible person for the account of the student at the School.
6. International student enquiries and enrolments should be directed through to the Registrar or the Registrar's Assistant at The Hutchins School.
7. As an agent appointed by the school only authorised promotional materials provided by the school to the agent may be issued to prospective clients. If the agent needs to include any editorial or graphic representation of Hutchins in his or her own promotional material, prior written permission needs to be obtained. The agent should request such usage from Hutchins. Permission however is given to reproduce the school's videos, USB sticks and/or CDs in entirety, but the agent is not permitted to cut or edit any component of the this collateral without prior written permission by Hutchins.
8. **IMPORTANT:** All promotional materials supplied to our agents clearly displays details that are necessary by law as directed by Australian Department of Education – Section 107 of the Education Services for Overseas Students Act 2000 (ESOS Act) stating that the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) Registration Name and Number must appear on all Hutchins's recruitment promotional materials. Hutchins provides all materials to our agents with this information clearly displayed.

We ask that should you promote Hutchins for recruitment purposes that you include our details within Hutchins's graphics or written information to ensure we comply with our Australian obligations. The Hutchins School as established by the Christ College Act 1926 --- CRICOS No: 00478F.

9. The agent must follow all guidelines and enrolment procedures as directed by Hutchins and advise the student that they may be required to undertake an English assessment test as requested by admissions, or to meet visa procedures. The Hutchins' School preferred assessment test is iSTARTOnline however an AEAS test will be accepted should the student already have this report.
10. Hutchins will provide the agent, as an agent appointed by the school, with a Certificate of Appointment authorising the agent to act on our school's behalf.
11. Hutchins will monitor the recruitment activities of the agent and its counsellors by conducting visits to the agent's office, briefing agent counsellors about The Hutchins School to ensure counsellors understand the school's fees, enrolment procedures, facilities and course subjects offered and any English proficiency requirements. Familiarisation visits are welcomed by agents at the school. Visits by families to the school are also welcomed and encouraged. The school policies are published on the school's website and agents must ensure any new counsellors are familiar with all procedures and policies of the school.
12. Regular contact with agents will be conducted by The Hutchins School. This contact will be via visits or via phone or email when visits are unable to be conducted. Hutchins may also require a survey of student activities to be completed by the agent and this may be requested by the School from time to time.
13. Regular monitoring of materials used by the Agency about the school will be undertaken and all materials used must be current. Ensuring current information is kept on display will be the responsibility of the agency and any new materials required should be requested via Hutchins. The agent will also be provided new materials as updates are released or new fees are published. The Agent is expected to replace out of date materials available to families or students on display in their offices, or used by their Counsellors for issue to families or students. During visits to the agent offices staff of the School will check materials

14. Hutchins reserves the right to cancel this agreement if the agent has not recruited a student for the school for a consecutive period of three years following the date of this agreement. Furthermore, the agreement will be cancelled if Hutchins knows or reasonably suspects the agent to be:

- 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).
- facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her student visa
- using Provider Registration and International Students Management System (PRISMS) to create Confirmations of
- Enrolment for other than bona fide a student, or
- providing immigration advice where not authorised under the *Migration Act 1958* to do so.
 - o either party may terminate this Agreement at any time by giving the other party 30 days' notice in writing
 - o 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
 - o if the Agent breaches any PRISMS or CRICOS codes, the School will immediately terminate the Agreement with immediate effect by giving written notice to the agent except where the breach of such was on the part of an individual employee of the Agent and the Agent has terminated that relationship

On termination of this agreement, the Agent must:

- Submit all applications and fees from prospective students received up to the termination date; and
- Immediately cease using any advertising, promotional or other material supplied by the School and returns all materials to the School within 30 days.
- The termination of this agreement by either party does not affect any accrued rights or remedies of either party.

Signed by: Warwick Dean	Signed by:
Position: Headmaster	Position:
For: The Hutchins School	For:
Date:	Date:
Signature:	Signature:

REVIEW, RENEWAL AND TERMINATION OF AGREEMENT

This Agency Agreement is not an official Agency Agreement nor valid without the signatures of both parties affixed above. Agency Agreements are reviewed annually (December). Hutchins will advise an Agency in writing, following the annual review of Agent Agreements if the School intends to terminate its Agency Agreement with the Agency, and the reasons for the termination of Agreement. Where no termination is actioned, this Agreement will continue as renewed a further one year period and will be subject to the next annual review.

END OF AGENCY AGREEMENT CONDITIONS