



RTO NO. 30526

TRUSTEES OF EDMUND RICE EDUCATION AUSTRALIA

TRADING AS

# 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 2018

FORM A

Dated: \_\_\_\_\_

**Between St James College**

**ABN:** 96 372 268 340

And

**Education Agent**

**ABN**

**Address**

**Phone**

**Mobile**

**Fax**

**Email**

**Include details of sub-contractors**

### 1. Background

- a. The purpose of this document is to formalise the agreement for the Agent to represent St James College for the purpose of the recruitment of suitable students to study at St James College.
- 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- d. The term of this agreement is five (5) years from the date of the agreement.
- 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. St James College 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. St James College may appoint other agents in the Countries/ Regions specific 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 St James College and amending the agency agreement.
- d. Agents engaged under a written agreement must be aware that, under the National Code of Practice for Providers of Education and Training to Overseas Students 2018 (the National Code 2018), education providers are required to enter and maintain education agents' details in the Provider Registration and International Student Management System (PRISMS). Details recorded in PRISMS include personal information such as name, business email address, phone number and address.

This information is accessible to the Australian Government Department of Education and Training, Department of Home Affairs, other Commonwealth or state and territory agencies and education providers. Circumstances in which this information can be used include administering the ESOS Act and the Migration Act, and for any directly related purpose or any other purpose required or authorised by law.

#Further information is available at:

- <http://education.gov.au/privacy>
- <https://internationaleducation.gov.au/Regulatory-Information/Pages/Education-Agents.aspx>
- <https://internationaleducation.gov.au/Regulatory-Information/Pages/Education-Agents-FAQ.aspx>.

## 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 ESOS Act including information about the courses, facilities and services of St James College
  - iv. Assist in completing and submitting application forms to St James College.
  - v. Provide the school with up to date agency details required under ESOS legislation for publishing on the school website and entering into PRISMS:
    - Agency Name
    - Name of principal agent
    - Legal entity
    - Street address
    - Website address
    - Name(s), email addresses and phone numbers of key agency contact(s)
- 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. Observe appropriate levels of confidentiality and transparency in dealings with overseas students or intending overseas
  - iii. Act honestly and in good faith, and in the best interests of the student
  - iv. Inform prospective students accurately about the requirements of St James College using only up to date material provided or approved by the school
  - v. Take reasonable steps to confirm the accuracy of information provided by prospective students in the application
  - vi. Ensure that only signed and completed applications are submitted to St James College
  - vii. Ensure that relevant fees and charges and supporting documentation accompany each application and acceptance of offer documents

- viii. Provide any offer documents received from St James College to the prospective students within 24 hours of receiving the offer documents
  - ix. 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 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 Come 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, without also advising St James College of this circumstance
  - x. Submit an application to St James College on behalf of a student if the Agent is aware that the prospective student has been rejected by an education provider for a similar course, without also advising St James College of this circumstance
- e) The agent must ensure that all staff of the Agent and any sub-contractors of the Agent have appropriate knowledge and understanding of the international education system in Australia, including the [Australian International Education Agent Code of Ethics \(ACE\)](#)
- 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 is responsible at all times for compliance with the ESOS act and National code 2018.
- b) 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.
  - ii. Give the agent up-to-date and accurate marketing materials and ensure the agent provides this material to students.
  - iii. Assess completed applications from prospective students within a reasonable time or receipt
  - iv. Pay any fees within the agreed framework.
- c) 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 is 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
  - 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 as set out in schedule 2
  - 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 this agreement, 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 Complaints and Appeals Policy.
- 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 matter cannot be resolved through use of St James College’s Complaints and Appeals Policy (available on St James College website – [www.stjamescollege.qld.edu.au](http://www.stjamescollege.qld.edu.au)), also see 14.b below

**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. 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.

**15. Agent Declaration**

I confirm and declare that I, and any staff or subcontractor of \_\_\_\_\_ Agent,

- i. have knowledge and understanding of the international education system in Australia, the Australian International Education Agent Code of Ethics (ACE), and my/our obligations related to recruiting, counselling and enrolling overseas students, as evidenced in information provided in Schedule 1, and
- ii. I/we have no conflicts of interest and will take reasonable steps to avoid conflicts of interests with duties and obligations, including under clause 3, of this agreement with St James College.

*Signed for St James College  
by an Authorised Officer*

*Signed for the \_\_\_\_\_ Agent  
by an Authorised Officer*

\_\_\_\_\_  
*Signature of Officer*

\_\_\_\_\_  
*Signature of Officer*

\_\_\_\_\_  
*Name of Officer (print)*

\_\_\_\_\_  
*Name of Officer (print)*

\_\_\_\_\_  
*Officer held*

\_\_\_\_\_  
*Officer held*