

Agent Agreement

SUMMARY

This document is a summary of the **Approved Representative Agreement for the recruitment of overseas students for Southbank Institute of Technology, Queensland, Australia ('Agent Agreement')**. It is for your preliminary information only and is no substitute for reading the entire Agent Agreement. If your application is successful we will forward you a copy of the Agent Agreement for your signature.

The Representative is engaged to perform the Services in the Territory for up to **2 years from the date of the signed contract**.

1. Under this Agreement the representative must:
 - a) find suitable potential students to undertake programs in accordance with the Institute's procedures and requirements, and provide assistance in completing forms or applications and submitting these to the Institute;
 - b) send any offer documents received from the Institute to the nominated prospective student within 3 business days of having received the offer documents;
 - c) forward all fees and charges to the Institute within 5 business days of a prospective student paying fees to accept the offer, and fax a copy of the bank draft and acceptance of offer form to the Institute (originals must be forwarded to the Institute by post before commissions will be paid).
2. The Representative must tell prospective students that:
 - a) all students who come to Australia on a student visa must have a primary purpose of studying and must undertake full-time Study [paragraph 29 National Code];
 - b) any school age dependants that accompany them to Australia are required to pay full fees when they enrol in either government or non-government schools [paragraph 24 National Code]; and
 - c) they are required to notify the Institute in writing of any change in their contact details, such as their Australian residential address and telephone number, after they commence their Program [paragraph 41 National Code].
3. The Representative must give to prospective students, before they make an application to study, information provided to the Representative by the Institute about:
 - a) The Institute and its facilities, equipment and learning resources [paragraph 21.2 National Code];
 - b) Programs including program content, the qualification or accreditation gained on completion, duration, teaching methods, assessment methods (including whether other providers are involved in the delivery of the program) and details of any arrangements with other providers for recognition or completion of the program [paragraph 21.1 National Code];
 - c) Program Fees, refund conditions and other tuition expenses;
 - d) living in Australia and the local environment of the relevant campus, including information about campus location, accommodation availability and costs of living [paragraph 23 National Code];
 - e) the minimum level of English language proficiency, educational qualifications and work experience required for acceptance into a Program [paragraph 21.4 National Code];
 - f) visa requirements which must be satisfied by the prospective student including English language proficiency levels;

- g) conditions imposed on student visas including satisfactory academic performance, attendance requirements and working rights and that the Institute will be required to keep a record of the student's academic progress and attendance at classes;
- h) the Institute's requirement to report to relevant Australian government authorities a student's failure to meet their visa conditions relating to attendance or academic performance [paragraph 39.5 National Code];
- i) withdrawal arrangements;
- j) admission procedures, credit transfers and the recognition of prior learning (RPL) policies at the Institute;
- k) internal and external grievance procedures; and
- l) non-academic student support services of special relevance to international students.

4. The representative must not:

- a) act unethically in performing the Services. Unethical behaviour includes discounting of tuition fees, aiding and abetting in the submission of fraudulent documents for visa purposes, charging fees for application forms or brochures or misleading or deceiving prospective students in any way;
- b) engage in any dishonest practices, including suggesting to prospective students that they can come to Australia on a student visa with a primary purpose other than full-time study, facilitate applications for prospective students who do not comply with visa requirements

5. The Institute will pay the representative a fee on semester basis for each student who:

- a) is recruited by the Representative;
- b) is enrolled in a program and has commenced that program;
- c) has paid the respective Program Fee to the Institute.

6. For the purposes of this Agreement, a Representative will not be regarded as having recruited a student unless:

- a) the Representative submits the student's application for enrolment and that application also bears the Representative's name; and
- b) the Representative submits an acceptance by the student of any letter of offer of a place in a program from the Institute.

7. If there is a dispute whether a Representative has recruited a student or a student has submitted their own documentation or for any other reason, the Institute has an absolute discretion to determine whether the Representative recruited that student.

8. This Agreement will lapse if there is no activity by the Agent to refer overseas students to the Institute within the first 12 months or such other time as agreed in writing with the Institute.