

## **Terms and Conditions of Contract for Agent Services**

### **1. Provision of Agent Services**

In line with this contract for agent services, the Agent agrees to undertake the recruitment of Students on behalf of the College. Recruitment incorporates, but is not limited to, the following activities:

- a. seeking out Students
- b. selling the College's products and services to Students
- c. aiding Students to apply for a place in a course at the College
- d. aiding Students to arrange payment to the College
- e. aiding Students to meet visa and immigration requirements
- f. aiding Students to arrange travel to Australia from their country of residence

#### *1.1 Recruitment of Students*

Prior to submitting an application on behalf of a Student, the Agent will, without bias or prejudice, explain the following to all Students, and with all due care ensure the following is understood:

- a. entry requirements for study at the College
- b. any special requirements for any course the Agent recommend to the student, or any course the student inquiries about
- c. tuition fee payment options available to the student
- d. in case of offshore students, conversion of local currency into Australian dollars may attract fees and charges and that said fees and charges are not included in the tuition fee amounts
- e. terms and conditions of refund of fees paid and due, including application fee, tuition fees and instalments both paid and due and any other fees or charges
- f. obligation to pay tuition fee instalments in advance according to the payment plan nominated in their **Application for Admission**, and the consequences of late and non-payment
- g. principles and requirements of the **Education Services for Overseas Students (ESOS) Act 2000 (Cth)**; and the National Code 2018 requirements
- h. obligation to comply with 'Migration Regulations 1991' regulated by Australian Department of Immigration & Border Protection (DIBP) regarding Student Visa requirements, including and not limited to:
  - contact time at the College of at least **20 hours per week**
  - student attendance and course progress
  - requirement to supply a medical certificate in case of absence due to illness
  - must not engage in work for more than **40 hours per fortnight** when study is in session (Visa Condition 8105)

- prohibition of paid work if not holding a condition (**Condition 8101**)
- consequences of non-compliance with the above regulations, such as cancellation of enrolment and cancellation of visa
- to encourage students to confirm and update their contact details (address, mobile phone number and email address if any) at least every 6 months

### *1.2 Application for Admission*

The Agent is authorised to receive the application fee from the student on behalf of the College. The Agent must issue an official receipt to the student at the time of payment. The Agent will:

- a. ensure the **Application for Admission** form is correctly completed
- b. ensure that all necessary supporting documentation is included
- c. accept payment of the application fee in full
- d. forward the application to the College by fax, email or post as soon as possible
- e. forward fees to the College

With regard to supporting documentation, the Agent will sight the original of each document, and certify copies included in the application are true by stamping and/or signing and dating each document included in the application.

### *1.3 Tuition Fees*

- a. The Agent is authorised to process the first instalment of the tuition fee as stated on the Application for Admission on behalf of the College as per the College policy. The Agent must issue an official receipt at the time of payment.
- b. If the Student wishes to pay more or less than the amount stated on the Application for Admission, the Agent must refer the Student to the College to discuss payment options. The Agent is not authorised to give discounts to Students without prior permission from the College. The Agent is not authorised to arrange alternate payment arrangements without prior permission from the College.
- c. As per ESOS legislation, providers can receive **no more than 50%** of the total tuition fees for the course before the student commences the course (or **100% for short courses** that fall within one study period of 30 weeks or less) and then, after the student commences, providers cannot require a student to pay any further fees until **2 weeks** before the start of the second study period. The agent must abide by this condition while collecting fees in advance from the students for the College.
- d. The Agent is not authorised to accept subsequent instalments of the tuition fee without prior permission from the College.
- e. Upon receipt of invoices for application fees or tuition fee instalments, the Agent will pay the College within **10 Working Days**. Late payments will be subject to a late fee of **AUD 100**.
- f. In cases where payment must be converted into Australian dollars, payment should be made directly to the College Account. The Agent will not recommend or use a currency exchange where the Agent will receive payment, commission or any type of reward for use of said currency exchange.

### *1.4 Obligations of the Agent*

- a. The Agent will act ethically and with integrity regarding representation of the College to Students, and regarding representation of Students to the College.
- b. The Agent agrees to comply with the requirements of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2018 (The National Code 2018) Standard 4 requirements as outlined below:

- The Agent understands that the College monitors performance based on this contract. The College may require corrective action or termination, if there is any breach of the conditions of this contract.
- The Agent must understand the Australian international education industry.
- The Agent will be provided with up-to-date and accurate marketing information through brochures, bulletins and alert emails or website from time to time however, the agent must take reasonable steps to ensure that only current and up-to-date information is used in relation to recruitment of students on behalf of the College.
- It is the College's obligation to terminate the agent's contract, if the agent is found 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 (Overseas Student Transfers).
  - 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 a bona fide student, or
  - providing immigration advice where not authorised under the Migration Act 1958 to do so.
- c. The College will take immediate corrective and preventative action if it becomes aware of the agent being negligent, careless or incompetent or being engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education and training.
- d. The Agent will act solely in the role stated, and will not act as, or by inaction imply that the Agent is an official representative or spokesperson for the College.
- e. The Agent will seek express written permission from the College prior to using the College trading name, legal name, name or names of employees and/or representatives of the College, the College logo or other trademarks or service marks, or any other written, verbal or pictorial representation of the College. Use includes, but is not limited to: advertising, promotional material, references, business cards, letterheads and other stationery, public relations material and/or any other material where use would imply endorsement, or that the Agent is an official representative of the College.
- f. The Agent understands and acknowledge that, he/she is required under this agreement to cooperate with the VET regulator for any matter relating to the student recruitment services to the College.

### *1.5 Responsibility of the Agent*

The Agent is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this contract, and will not be relieved of that responsibility because of any involvement by the College in the performance of the Services, payment made to the Agent on account of the Services or subcontracting of the Services.

## **2. Obligations of the College**

The College will provide access to up-to-date and accurate marketing information. However, it is also the responsibility of the agent to verify the information they have by checking the College's website regularly.

The College ensures that the information provided on its website is up-to-date and accurate.

Upon receipt of a Student's Application for Admission, the College will process the application and respond to the Agent in writing within **5 Working Days**.

## 2.1 Recruitment Fees (Commission)

The College will pay a recruitment fee to the Agent for each Student where:

- a. the Student's Application for Admission nominates the Agent in the Agent Name and Agent Code fields
- b. the student is offered a place in a course at the College via an official Offer of Admission
- c. the student has accepted a place in the course nominated in the Offer of Admission by signing and returning the Acceptance of Offer form
- d. the Agent has accepted full payment of the first instalment of their tuition fee according to the payment plan nominated in their Letter of Offer, or the College has accepted full payment of the first instalment of their tuition fee according to the payment plan nominated in their Letter of Offer
- e. the student commences the course nominated in the Offer of Admission

No recruitment fee will be paid where:

- a. a Student's application is rejected
- b. a Student withdraws from their course **28 days** prior to commencement of the course
- c. a Student fails to pay the term tuition fee to the College and is reported to external debt collection agency. Even if the student pays subsequently to the debt collector being appointed, the agent will not be entitled to commission

The recruitment fee (commission) shall be equal to the agreed percentage of the tuition fee agreed to and paid by the Student to the College as outlined in Clause 10.

The College will endeavour to process the agent's invoice for commission claim within **14 days** of the receipt of a valid claim. The processing may take longer when the invoice is not correctly submitted or lack required information or any other circumstances beyond the control of the College.

The Agent can submit the claim for recruitment fee (commission) only when the full-term tuition fee is received by the College. The commission claim will not be processed for the partial term fees payment.

Any outstanding commission claim must be received by the College within six months of completion of the course of the student. If commission claim is not received by this date, the College will close the student's file and no commission will be payable for such claim.

The College will review the contract annually as per the condition of commitment made in the application form.

## 2.2 Payment for Services – Procedures

Any tuition fee paid **28 days before the course commencement date** is considered to be a tuition fee deposit. The Agent cannot claim commission on the tuition fee deposit regardless of whether the student is onshore or offshore. The commission on tuition fee deposit can only be claimed by invoice after the student commences the course. If the student withdraws from the course before the commencement date and the college refunds the fee to the student as per the refund policy, agents cannot claim the commission on that deposit amount.

For any tuition fee which is paid to the college with commission already deducted at source (i.e.: **only if the course commencement date is less than 28 days**), the agent must provide a valid commission invoice and payment advice slip with charges mentioned (tuition fee, OSHC fee, etc.) as detailed in the **Confirmation of Enrolment Request Form (CoE)**. Otherwise, the College will consider the net payment amount as the total tuition fee paid amount (with adjustment of admission fee, overseas health cover payment, and any other

charges if liable) without deducting the commission. Furthermore, if the College needs to prepare another CoE, the student must bear the course variation charge of **AUD 225** paid with a duly filled-in **Form C** as per the Course CoE variation policy. Under any circumstances, the agents are not authorised to claim commission on partial fee payments.

Minimum payment towards the tuition fee (apart from administration charges, OSHC charges and other relevant charges) is as indicated in the offer letter.

### 3. Procedures for Dispute Resolution

The parties agree that a dispute arising under this contract will be dealt with as follows:

- a. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute
- b. within **5 Business Days** each party will nominate a representative
- c. the representatives will try to settle the dispute by direct negotiation between them
- d. failing settlement within a further **10 Business Days**, the parties may agree to refer the dispute to an independent third person with power
  - to intervene and direct resolution, in which case the parties will be bound by that resolution; or
  - to mediate and recommend some form of non-binding resolution
  - the parties will cooperate fully with any process instigated in order to achieve a speedy resolution
  - if a resolution is not reached within a further **20 Business Days**, either party may commence legal proceedings
- e. Each party will bear its own costs of dispute resolution, and the parties must bear equally the cost of any third person engaged.
- f. Despite the existence of a dispute, the Agent must (unless requested in writing by the College not to do so) continue to perform the Services.

### 4. Termination or Reduction in Scope of the Agent Services

#### 4.1 General

The College may, at any time by notice, terminate this contract or reduce the scope of services immediately. The Agent agrees, on receipt of a notice of termination or reduction:

- a. to stop or reduce work as specified in the notice
- b. to take all available steps to minimise loss resulting from that termination or reduction
- c. to continue work on any part of the Services not affected by the notice

In the event of termination under clause 4.1, the College will be liable only to pay any Instalment relating to Services completed before the effective date of termination.

In the event of a reduction in the scope of the Services under clause 4.1, the College's liability to pay fees or allowances, meet costs or provide facilities and assistance, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Services.

The Agent will not be entitled to compensation for loss of prospective profits.

#### 4.2 Termination for Fault

If a party fails to satisfy any of its obligations under this contract, then the other party can terminate if it considers that the failure is:

- a. not capable of remedy – may, by notice, terminate this contract immediately
- b. Capable of remedy – may, by notice require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate this contract immediately by giving a second notice

## 5. Indemnity

The Agent indemnifies the College from and against any:

- a. Cost or liability incurred by actions of the agent;
- b. Loss of or damage to property of the college; or
- c. Loss or expense incurred by the College in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the College, arising from either:
- d. A breach by the Agent of this contract; or
- e. An act or omission involving fault on the part of the Agent or its Personnel in connection with this contract

The right of the College to be indemnified under this clause 8 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the College is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

## 6. Fees and Allowances

- a. The College agrees to pay the commission fees as agreed in this contract.
- b. The College will be entitled (in addition and without prejudice to any other right it may have) to defer payment or reduce the amount of any fee if and for so long as the Agent has not completed, to the satisfaction of the College, that part of the Services to which the fee relates.
- c. Except as provided by this clause, the Agent must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this contract.
- d. Unless otherwise indicated, all consideration for any supply made under this contract is exclusive of any GST imposed on the supply.

## 7. Confidential Information

### *7.1 Confidential Information; Not to be Disclosed*

Subject to clause 8, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party. The College may impose any conditions it considers appropriate when giving consent under this clause and the Agent agrees to comply with these conditions.

### *7.2 Written Undertakings*

The Agent agrees, on request by the College at any time, to arrange for **its Personnel** or **any person with a Third-Party Interest** to give a written undertaking in a form acceptable to the College relating to the use and non-disclosure of the College's Confidential Information.

### 7.3 Additional Confidential Information

The parties may agree in writing after the date of this contract that certain additional information is to be Confidential Information for the purposes of this contract.

## 8. Protection of Personal Information

This applies only to the extent that the Agent deals with Personal Information in providing Services under this contract. The terms APC and NPPs have the same meaning as they have in the Privacy Act 1988 (Cth) (the Privacy Act) (approved privacy code and National Privacy Principles respectively).

## 9. Conditions, Validity and Review of Contract

The agent commits to send the number of students outlined in the Agents Application Form. This shall be monitored by the College, and any failure on behalf of the Agent to meet the stated quota may result in termination of contract.

## 10. Standards

The agent is expected to be aware of their obligations according to the standards outlined below:

### *Standard 1*

#### Marketing information and practices

- 1.1 The registered provider must ensure that the marketing and promotion of its courses and education services in connection with the recruitment of overseas students or intending overseas students, including through an education agent (in accordance with Standard 4), is not false or misleading, and is consistent with Australian Consumer Law.
- 1.2 The registered provider must, in seeking to enter into written agreements with overseas students or intending overseas students, not provide any false or misleading information on:
  - 1.2.1 its association with any other persons or organisations the registered provider has arrangements with for the delivery of the course in which the student intends to enrol or may apply to enrol
  - 1.2.2 any work-based training a student is required to undertake as part of the course
  - 1.2.3 prerequisites—including English language proficiency—for entry to the course
  - 1.2.4 any other information relevant to the registered provider, its courses or outcomes associated with those courses.
- 1.3 The registered provider must not:
  - 1.3.1 claim to commit to secure for, or on the student or intending student's behalf, a migration outcome from undertaking any course offered by the registered provider
  - 1.3.2 guarantee a successful education assessment outcome for the student or intending student.
- 1.4 The registered provider must include its CRICOS registered name and registration number in any written or online material that it disseminates or makes publicly available for the purposes of:
  - 1.4.1 providing or offering to provide a course to an overseas student
  - 1.4.2 inviting a student to undertake or apply for a course, or
  - 1.4.3 indicating it is able or willing to provide a course to overseas students.

- 1.5 The registered provider must not actively recruit a student where this conflicts with its obligations under Standard 7 (Overseas student transfers).

## *Standard 2*

### Recruitment of an overseas student

- 2.1 Prior to accepting an overseas student or intending overseas student for enrolment in a course, the registered provider must make comprehensive, current and plain English information available to the overseas student or intending overseas student on:
- 2.1.1 the requirements for an overseas student's acceptance into a course, including the minimum level of English language proficiency, educational qualifications or work experience required, and course credit if applicable
  - 2.1.2 the CRICOS course code, course content, modes of study for the course including compulsory online and/or work-based training, placements, other community-based learning and collaborative research training arrangements, and assessment methods
  - 2.1.3 course duration and holiday breaks
  - 2.1.4 the course qualification, award or other outcomes
  - 2.1.5 campus locations and facilities, equipment and learning resources available to students
  - 2.1.6 the details of any arrangements with another provider, person or business who will provide the course or part of the course
  - 2.1.7 indicative tuition and non-tuition fees, including advice on the potential forecharges to fees over the duration of a course, and the registered providers cancellation and refund policies
  - 2.1.8 the grounds on which the overseas student's enrolment may be deferred, suspended or cancelled
  - 2.1.9 the ESOS framework, including official Australian Government material or links to this material online
  - 2.1.10 where relevant, the policy and process the registered provider has in place for approving the accommodation, support and general welfare arrangements for younger overseas students (in accordance with Standard 5)
  - 2.1.11 accommodation options and indicative costs of living in Australia.
- 2.2 The registered provider must have and implement a documented policy and process for assessing whether the overseas student's English language proficiency, educational qualifications or work experience is sufficient to enable them to enter the course.
- 2.3 The registered provider must have and implement a documented policy and process for assessing and recording recognition of prior learning (RPL), and granting and recording course credit, if it intends to assess RPL or grant course credit. The decision to assess prior learning or grant course credit must preserve the integrity of the award to which it applies and comply with requirements of the underpinning educational framework of the course.
- 2.4 If the registered provider grants RPL or course credit to an overseas student, the registered provider must give a written record of the decision to the overseas student to accept and retain the written record of acceptance for two years after the overseas student ceases to be an accepted student.
- 2.5 If the registered provider grants the overseas student RPL or course credit that reduces the overseas student's course length, the provider must:
- 2.5.1 inform the student of the reduced course duration following granting of RPL and ensure the confirmation of enrolment (CoE) is issued only for the reduced duration of the course
  - 2.5.2 report any change in course duration in PRISMS if RPL or course credit is granted after the overseas student's visa is granted.



### Standard 3

#### Formalisation of enrolment and written agreements

- 3.1 The registered provider must enter into a written agreement with the overseas student or intending overseas student, signed or otherwise accepted by the student, concurrently with or prior to accepting payment of tuition fees or non-tuition fees. A written agreement may take any form provided it meets the requirements of the ESOS Act and the National Code.
- 3.2 If the overseas student or intending overseas student is under 18 years of age, the written agreement with the overseas student or intending overseas student must be signed or otherwise accepted by the student's parent or legal guardian.
- 3.3 In addition to all requirements in the ESOS Act, the written agreement must, in plain English:
  - 3.3.1 outline the course or courses in which the student is to be enrolled, the expected course start date, the location(s) at which the course will be delivered, the offered modes of study for the course, including compulsory online and/or work-based training, placements, and/or other community-based learning and/or collaborative research training arrangements
  - 3.3.2 outline any prerequisites necessary to enter the course or courses, including English language requirements
  - 3.3.3 list any conditions imposed on the student's enrolment
  - 3.3.4 list all tuition fees payable by the student for the course, the periods to which those tuition fees relate and payment options (including, if permitted under the ESOS Act, that the student may choose to pay more than 50 per cent of their tuition fees before their course commences)
  - 3.3.5 provide details of any non-tuition fees the student may incur, including as a result of having their study outcomes reassessed, deferral of study, fees for late payment of tuition fees, or other circumstances in which additional fees may apply
  - 3.3.6 set out the circumstances in which personal information about the student may be disclosed by the registered provider, the Commonwealth including the TPS, or state or territory agencies, in accordance with the *Privacy Act 1988*
  - 3.3.7 outline the registered provider's internal and external complaints and appeals processes, in accordance with Standard 10 (Complaints and appeals)
  - 3.3.8 state that the student is responsible for keeping a copy of the written agreement as supplied by the registered provider, and receipts of any payments of tuition fees or non-tuition fees
  - 3.3.9 only use links to provide supplementary material.
- 3.4 The registered provider must include in the written agreement the following information, which is to be consistent with the requirements of the ESOS Act, in relation to refunds of tuition fees and non-tuition fees in the case of student default and provider default:
  - 3.4.1 amounts that may or may not be repaid to the overseas student (including any tuition and non-tuition fees collected by education agents on behalf of the registered provider)
  - 3.4.2 processes for claiming a refund
  - 3.4.3 the specified person(s), other than the overseas student, who can receive a refund in respect of the overseas student identified in the written agreement, consistent with the ESOS Act
  - 3.4.4 a plain English explanation of what happens in the event of a course not being delivered, including the role of the TPS
  - 3.4.5 a statement that "This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the *Australian Consumer Law* if the *Australian Consumer Law* applies".

- 3.5 The registered provider must include in the written agreement a requirement that the overseas student or intending overseas student, while in Australia and studying with that provider, must notify the registered provider of his or her contact details including:
- 3.5.1 the student's current residential address, mobile number (if any) and email address (if any)
  - 3.5.2 who to contact in emergency situations
  - 3.5.3 any changes to those details, within 7 days of the change.
- 3.6 The registered provider must retain records of all written agreements as well as receipts of payments made by students under the written agreement for at least 2 years after the person ceases to be an accepted student.

## *Standard 4*

### Education agents

- 4.1 The registered provider must enter into a written agreement with each education agent it engages to formally represent it and enter and maintain the education agent's details in PRISMS.
- 4.2 The written agreement must outline:
- 4.2.1 the responsibilities of the registered provider, including that the registered provider is responsible at all times for compliance with the ESOS Act and National Code 2018
  - 4.2.2 the registered provider's requirements of the agent in representing the registered provider as outlined in Standard 4.3
  - 4.2.3 the registered provider's processes for monitoring the activities of the education agent in representing the provider, and ensuring the education agent is giving students accurate and up-to-date information on the registered provider's services
  - 4.2.4 the corrective action that may be taken by the registered provider if the education agent does not comply with its obligations under the written agreement including providing for corrective action outlined in Standard 4.4
  - 4.2.5 the registered provider's grounds for termination of the registered provider's written agreement with the education agent, including providing for termination in the circumstances outlined in Standard 4.5
  - 4.2.6 the circumstances under which information about the education agent may be disclosed by the registered provider and the Commonwealth or state or territory agencies.
- 4.3 A registered provider must require its education agent to:
- 4.3.1 declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent of the registered provider
  - 4.3.2 observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students
  - 4.3.3 act honestly and in good faith, and in the best interests of the student
  - 4.3.4 have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent **Code of Ethics**.
- 4.4 Where the registered provider becomes aware that, or has reason to believe, the education agent or an employee or subcontractor of that education agent has not complied with the education agent's responsibilities under standards 4.2 and 4.3, the registered provider must take immediate corrective action.
- 4.5 Where the registered provider becomes aware, or has reason to believe, that the education agent or an employee or subcontractor of the education agent is engaging in false or misleading recruitment

practices, the registered provider must immediately terminate its relationship with the education agent, or require the education agent to terminate its relationship with the employee or subcontractor who engaged in those practices.

- 4.6 The registered provider must not accept students from an education agent if it knows or reasonably suspects the education agent to be:
- 4.6.1 providing migration advice, unless that education agent is authorised to do so under the Migration Act
  - 4.6.2 engaged in, or to have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under Standard 7 (Overseas student transfers)
  - 4.6.3 facilitating the enrolment of a student who the education agent believes will not comply with the conditions of his or her visa
  - 4.6.4 using PRISMS to create CoEs for other than bona fide students.

## *Standard 5*

### Younger overseas students

- 5.1 Where the registered provider enrolls a student who is under 18 years of age, it must meet the Commonwealth, state or territory legislation or other regulatory requirements relating to child welfare and protection appropriate to the jurisdiction(s) in which it operates.
- 5.2 Registered providers must ensure students under 18 years of age are given age-and culturally appropriate information on:
  - 5.2.1 who to contact in emergency situations, including contact numbers of a nominated staff member and/or service provider to the registered provider
  - 5.2.2 seeking assistance and reporting any incident or allegation involving actual or alleged sexual, physical or other abuse.
- 5.3 Where the registered provider takes on responsibility under the Migration Regulations for approving the accommodation, support and general welfare arrangements (but not including guardianship, which is a legal relationship not able to be created or entered into by a registered provider) for a student who is under 18 years of age, the registered provider must:
  - 5.3.1 nominate the dates for which the registered provider accepts responsibility for approving the student's accommodation, support and general welfare arrangements and advise Immigration, which is responsible for administering the Migration Regulations, of the dates in the form required by that department
  - 5.3.2 ensure any adults involved in or providing accommodation and welfare arrangements to the student have all working with children clearances (or equivalent) appropriate to the jurisdiction(s) in which the registered provider operates
  - 5.3.3 have and implement documented processes for verifying that the student's accommodation is appropriate to the student's age and needs:
    - 5.3.3.1 prior to the accommodation being approved
    - 5.3.3.2 at least every six months thereafter.
  - 5.3.4 include as part of their policy and processes for critical incidents under Standard 6 (Overseas student support services), a process for managing emergency situations and when welfare arrangements are disrupted for students under 18 years of age
  - 5.3.5 maintain up-to-date records of the student's contact details as outlined in Standard 3.5, including the contact details of the student's parent(s), legal guardian or any adult responsible for the student's welfare
  - 5.3.6 advise Immigration in the form required by that department:

- 5.3.6.1 as soon as practicable if the student will be cared for by a parent or nominated relative approved by Immigration and a Confirmation of Appropriate Accommodation and Welfare (CAAW) is no longer required
  - 5.3.6.2 within 24 hours if the registered provider is no longer able to approve the student's welfare arrangements
  - 5.3.7 have documented policies and processes for selecting, screening and monitoring any third parties engaged by the registered provider to organise and assess welfare and accommodation arrangements.
- 5.4 If the registered provider is no longer able to approve the welfare arrangements of a student, the registered provider must make all reasonable efforts to ensure that the student's parents or legal guardians are notified immediately.
- 5.5 If the registered provider is unable to contact a student and has concerns for the student's welfare, the registered provider must make all reasonable efforts to locate the student, including notifying the police and any other relevant Commonwealth, state or territory agencies as soon as practicable.
- 5.6 Where Standard 5.3 applies and the registered provider suspends or cancels the enrolment of the overseas student, the registered provider must continue to approve the welfare arrangements for that student until any of the following applies:
  - 5.6.1 the student has alternative welfare arrangements approved by another registered provider
  - 5.6.2 care of the student by a parent or nominated relative is approved by Immigration
  - 5.6.3 the student leaves Australia
  - 5.6.4 the registered provider has notified Immigration under Standard 5.3.6 that it is no longer able to approve the student's welfare arrangements or under Standard 5.5 that it has taken the required action after not being able to contact the student.
- 5.7 If the registered provider enrolls a student under 18 years of age who has welfare arrangements approved by another registered provider, the receiving registered provider must:
  - 5.7.1 negotiate the transfer date for welfare arrangements with the releasing registered provider to ensure there is no gap
  - 5.7.2 inform the student of their visa obligation to maintain their current welfare arrangements until the transfer date or have alternate welfare arrangements approved or return to their home country until the new approved welfare arrangements take effect.

## *Standard 6*

### Overseas student support services

- 6.1 The registered provider must support the overseas student in adjusting to study and life in Australia by giving the overseas student information on or access to an age and culturally appropriate orientation program that provides information about:
  - 6.1.1 support services available to assist overseas students to help them adjust to study and life in Australia
  - 6.1.2 English language and study assistance programs
  - 6.1.3 any relevant legal services
  - 6.1.4 emergency and health services
  - 6.1.5 the registered provider's facilities and resources

- 6.1.6 complaints and appeals processes as outlined in Standard 10 (Complaints and appeals)
- 6.1.7 requirements for course attendance and progress, as appropriate
- 6.1.8 the support services available to assist students with general or personal circumstances that are adversely affecting their education in Australia
- 6.1.9 services students can access for information on their employment rights and conditions, and how to resolve workplace issues, such as through the Fair Work Ombudsman.
- 6.2 The registered provider must give relevant information or provide referrals as appropriate to overseas students who request assistance in relation to the services and programs set out in Standard 6.1, at no additional cost to the overseas student.
- 6.3 The registered provider must offer reasonable support to overseas students to enable them to achieve expected learning outcomes regardless of the overseas student's place of study or the mode of study of the course, at no additional cost to the overseas student.
- 6.4 The registered provider must facilitate access to learning support services consistent with the requirements of the course, mode of study and the learning needs of overseas student cohorts, including having and implementing documented processes for supporting and maintaining contact with overseas students undertaking online or distance units of study.
- 6.5 The registered provider must designate a member or members of its staff to be the official point of contact for overseas students. The student contact officer or officers must have access to up-to-date details of the registered provider's support services.
- 6.6 The registered provider must have sufficient student support personnel to meet the needs of the overseas students enrolled with the registered provider.
- 6.7 The registered provider must ensure its staff members who interact directly with overseas students are aware of the registered provider's obligations under the ESOS framework and the potential implications for overseas students arising from the exercise of these obligations.
- 6.8 The registered provider must have and implement a documented policy and process for managing critical incidents that could affect the overseas student's ability to undertake or complete a course, such as but not limited to incidents that may cause physical or psychological harm. The registered provider must maintain a written record of any critical incident and remedial action taken by the registered provider for at least two years after the overseas student ceases to be an accepted student.
- 6.9 The registered provider must:
  - 6.9.1 take all reasonable steps to provide a safe environment on campus and advise overseas students and staff on actions they can take to enhance their personal security and safety
  - 6.9.2 provide information to overseas students about how to seek assistance for and report an incident that significantly impacts on their wellbeing, including critical incidents
  - 6.9.3 provide overseas students with or refer them to (including electronically) general information on safety and awareness relevant to life in Australia.

## Standard 7

### Overseas student transfers

- 7.1 Registered providers must not knowingly enrol an overseas student seeking to transfer from another registered provider's course prior to the overseas student completing six months of his or her principal course (or for the school sector, until after the first six months of the first registered school sector course), except where any of the following apply:
  - 7.1.1 the releasing registered provider, or the course in which the overseas student is enrolled, has ceased to be registered

- 7.1.2 the releasing registered provider has had a sanction imposed on its registration by the ESOS agency that prevents the overseas student from continuing his or her course at that registered provider
- 7.1.3 the releasing registered provider has agreed to the overseas student's release and recorded the date of effect and reason for release in PRISMS
- 7.1.4 any government sponsor of the overseas student considers the change to be in the overseas student's best interests and has provided written support for the change.
- 7.2 For the purposes of Standard 7.1.3, the registered provider must have and implement a documented policy and process for assessing overseas student transfer requests prior to the overseas student completing six months of their principal course (or for the school sector, until after the first six months of the first registered school sector course). The policy must be made available to staff and overseas students, and outline:
  - 7.2.1 the steps for an overseas student to lodge a written request to transfer, including that they must provide a valid enrolment offer from another registered provider
  - 7.2.2 circumstances in which the registered provider will grant the transfer request because the transfer is in the overseas student's best interests, including but not limited to where the registered provider has assessed that:
    - 7.2.2.1 the overseas student will be reported because they are unable to achieve satisfactory course progress at the level they are studying, even after engaging with that registered provider's intervention strategy to assist the overseas student in accordance with Standard 8 (Overseas student visa requirements)
    - 7.2.2.2 there is evidence of compassionate or compelling circumstances
    - 7.2.2.3 the registered provider fails to deliver the course as outlined in the written agreement
    - 7.2.2.4 there is evidence that the overseas student's reasonable expectations about their current course are not being met
    - 7.2.2.5 there is evidence that the overseas student was misled by the registered provider or an education or migration agent regarding the registered provider or its course and the course is therefore unsuitable to their needs and/or study objectives
    - 7.2.2.6 an appeal (internal or external) on another matter results in a decision or recommendation to release the overseas student.
  - 7.2.3 the circumstances which the registered provider considers as reasonable grounds to refuse the transfer
  - 7.2.4 a reasonable timeframe for assessing and replying to the overseas student's transfer request having regard to the restriction period.
- 7.3 If the overseas student is under 18 years of age:
  - 7.3.1 the registered provider must have written confirmation the overseas student's parent or legal guardian supports the transfer
  - 7.3.2 where the overseas student is not being cared for in Australia by a parent or suitable nominated relative, the receiving provider must confirm it accepts responsibility for approving the student's accommodation, support and general welfare arrangements in accordance with Standard 5 (Younger overseas students).
- 7.4 If a release is granted, it must be at no cost to the overseas student and the releasing registered provider must advise the overseas student to contact Immigration to seek advice on whether a new student visa is required.
- 7.5 If the registered provider intends to refuse the transfer request, they must inform the overseas student in writing of:
  - 7.5.1 the reasons for the refusal

- 7.5.2 the overseas student's right to access the provider's complaints and appeals process, in accordance with Standard 10 (Complaints and appeals), within 20 working days.
- 7.6 The registered provider must not finalise the student's refusal status in PRISMS until the appeal finds in favour of the registered provider, or the overseas student has chosen not to access the complaints and appeals processes within the 20-working day period, or the overseas student withdraws from the process.
- 7.7 The registered provider must maintain records of all requests from overseas students for a release and the assessment of, and decision regarding, the request for two years after the overseas student ceases to be an accepted student.

## **Associated Entity of Pacific College of Technology**

This agreement also applies to **Pacific English College Pty Ltd (ABN 67 615 697 731) trading as Pacific English Institute** which is associated entity of **Pacific College of Technology**. Unless otherwise agreed, Terms and Condition including commission % will remain the same for ELICOS & VET courses.