

1.0 Policy

This policy and procedure supports The National Code of Practice 2018 Standards 4 and RTO standards 2015

- 1.2 St Peter Institute (SPI) will take all reasonable measures to engage education agents that have an appropriate knowledge and understanding of the Australian international education industry and do not use education agents who are dishonest or lack integrity.
- 1.3 SPI has a formal written agreement with each education agent it engages to promote its courses with the intention to recruit students on its behalf and to formally represent it. The written agent agreement shall specifically include, but not limited to, the following conditions:
 - a) Responsibilities of the education agent and SPI along with the need to abide by the National Code 2018 and RTO standards 2015.
 - b) SPI ensures its education agents have up-to-date and accurate marketing information.
 - c) SPI monitors the activities of its education agents and takes corrective action if required.
 - d) Termination conditions, including providing for termination in the circumstances when the education agent does not fulfill its responsibilities.
- 1.4 St Peter Institute (SPI) is not required to have a written agreement with agents who act on behalf of students or parents.
- 1.5 SPI will monitor the education agent activities to ensure they maintain the reputation and integrity of Australian education. Further information is provided in point 6 below.
- 1.6 SPI will not enter into an agreement with any Education Agent or potential Education Agent if it knows or reasonably suspects the Education 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 the Standards.
 - 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 student; or
 - Providing immigration advice where not authorised under the Migration Act 1958 to do so.
- 1.7 Where St Peter Institute has an agreement with an education agent and becomes aware or suspects that the education agent is engaged in dishonest activity, St Peter Institute terminates the agreement with the education agent. However, where an individual employee or subcontractor of the education agent was responsible for the conduct and the education agent has terminated that relationship then St Peter Institute does not have to terminate the agreement.
- 1.8 St Peter Institute takes preventive action as soon as they become aware that education agent is being negligent, careless or incompetent or is engaged in false, misleading or unethical advertising and recruitment practices.

- 1.9 The Marketing Manager/ Director of Admissions is responsible for implementing this policy and reviewing its effectiveness in compliance with regulatory guidelines.

2.0 Procedure

Agent Recruitment

- 2.1 Any person wishing to enter into an agreement to promote SPI must complete an 'Agent Application Form'. This form will be available upon request from the reception or can be downloaded from the Institute's website.
- 2.2 The completion of this application form does not provide permission or a guarantee that the education agent is able to act on behalf of SPI. The application will be reviewed and if successful shall be required to sign an 'Education Agent Agreement'.
- 2.3 The application form is to be considered by the Marketing Officer/Marketing Staff who will check the application details for accuracy, correctness, adequateness and conducts a referral check. During this period, Marketing Officer/Marketing Staff can use various methods e.g. communicating with other providers and students. A referral check is conducted via email or phone with the referees.
- 2.4 Where St Peter Institute chooses to not enter into an agreement with an applicant, that applicant will be notified as such in writing within 14 days of receipt of the application. A reason for the decision must be stated on the notification. Where an application is accepted, a written agreement will be produced and distributed.

Agent Agreements

- 2.5 All persons approved as an Education Agent shall be required to sign and return the 'Education Agent Agreement' prior to undertaking any promotion activities on behalf of SPI.
- 2.6 The CEO will sign the Agency Agreement which will be sent to the education agent for signature. In some circumstances, Agency Agreements can be sent via post or email (for offshore agents) or via email or personal handover (for onshore agents).
- 2.7 The Education Agency agreements are valid for the period defined as per the agreement and will be reviewed prior to the expiration of the agreement for possibility of renewal.
- 2.8 In the event of legislative changes which affect the relationship between SPI and the Agent, SPI will send the change in writing in the form of email/postal letter and acknowledgement from the agent is required in the same form. SPI may also request an updated business profile from the agent if it is deemed necessary. Any changes accepted must be part of the new agreement between the agent and SPI.
- 2.9 All agents who are approved by SPI and have a signed agreement as an Education Agent shall be paid an agents commission as outlined in their specific agreement.
- 2.10 The original signed agent agreement shall be kept in the Education Agents file and the Education Agent shall also receive a copy.

Education Agents Register

2.11 SPI must maintain an 'Education Agents Register' that lists all education agents with current agreements with SPI as per the Engaging Education Agents Policy & procedure. SPI will notify ASQA within 30 days of the commencement of the agreement and within 30 days of terminating the agreement with an education agent.

This register must contain the following details:

- Education Agents Business Name
- Contact Person
- Address
- Contact Details
- Area the Education Agent is operating
- Dates of engagement

2.12 All education agents that have an agreement with SPI will be listed on the SPI website and PRISMS

Agent Marketing Materials

2.13 Once an agent has been approved and is registered with SPI, the following documents are to be provided to the Education Agent:

- a) Student Information Handbook
- b) Marketing brochures/materials
- c) Enrolment form
- d) Course information
- e) College policies and procedures
- f) Information on Australia Melbourne
- g) Course entry requirements
- h) Enrolment process
- i) Student visa information

2.14 Any changes to marketing materials will be provided to the Education Agent who will be advised to discard the old materials.

2.15 The Marketing Manager/ Director of Admissions ensures that the Agent has access to up-to-date and accurate marketing information and materials by:

- a) Sending emails and/or meeting agents and obtaining sign-off or acknowledgement of receipt of such materials for onshore agents.
- b) Sending materials and information via emails or posted mails (if required) to offshore agents.

2.16 Agents are notified of alterations or updates to marketing materials within 14 working days of the alteration/update taking place.

2.17 Copies of such correspondences and agent's acknowledgement are retained on the Agent's file.

2.18 Any receipt must acknowledge that all former materials will no longer be used and will be immediately replaced with the new materials. It is the responsibility of the Marketing Manager/

Director of Admissions to ensure such receipts are collected. All confirmations of receipt of materials must be stored in the Agent's file.

- 2.19 Updated marketing material is distributed within 14 working days of the update in sufficient volumes for the Agent to replace existing stock or sent electronically to the agent.

3.0 Agents' procedure in recruiting the students to SPI:

Agent must follow and adhere to 'Student Recruitment and Enrolment Policy & Procedures' while recruiting students for SPI.

- Agents must ensure that they stamp or provide their details in the student application form which is noted as an evidence for claim of student.
- The pre enrollment Interview form is required from the student to understand his background, intentions and future plans after finishing the selected course. For this purpose, the agents engaged with SPI for recruiting students have the authority to conduct the pre enrollment interview from the student and submit to SPI along with the student's completed enrollment form and other required documentation, which will be further assessed by the Director of Admissions.

4.0 Verification of student Documentation (Passport, English requirements, Academic requirements, financial requirements and any other copy of the student records historically)

All documentation provided to SPI must be verified as originals or true copies of the originals.

Outside Australia: An Australian Registered Migration Agent; or A person who is the equivalent of a Justice of the Peace; or Commissioner for Declarations or other authorized official in the country you are enrolling from.

Onshore: Originals sighted at Institute campus locations and verified copies by the Admissions Team; or certified copies of the originals provided.

In an instance where the student documents supplied by the agent is found to be not genuine in any case at any point of time, a serious breach will be recorded and if the agent fault is determined, the agent agreement will be terminated and no student will be accepted from the agent.

The re-assessment of student enrolment will also be conducted for the student in this situation and in the instance where the student is found not meeting the entry requirements, their COE' shall be cancelled.

5. Ensuring Agent Providing Quality Students

Internal Reports are created every month considering the following criteria matched to the respective agents:

- i. Student transfers

- ii. Student visa refusal
- iii. Student visa cancellation

These reports will be reviewed and give an insight of the quality of students recruited by the agent. These reports are part of the annual review of the agent.

In an instance where an agent is identified whose students COE's are cancelled on above grounds and is more than 50% of the students recruited by the agent and accepted by SPI, the agent is notified in writing about the same matter. Training is provided to the agent which could be face to face, telephonic or via web conference. Hereafter, the respective agent is under performance management for 3 months of the period and in case the agent performance does not come to expected standards within the above 3 months, the agent agreement is terminated with a written notice in 10 working days after the completion of performance management period.

6. Monitoring Agent activities

To ensure that SPI is using reputable agents the institute will initiate a monitoring procedure with all active agents. This monitoring process is outlined as follows.

- a) regular face-to-face meetings with agents onshore or offshore;
- b) telephone/teleconference meetings;
- c) regular reports from agents
- d) feedback surveys of students recruited by the Agent
- e) performance benchmarks included in agreements
- f) spot checks by providers, for example, to observe agents at work at education fairs; or

In addition to the above, the following reports will be generated from PRISMS on monthly basis to monitor the data of each and every agent. The report will then be discussed during the monthly meetings and if any issues are found, an action plan will be made and meeting will be held with the Education agent. The records will be kept in Education agent file:

1. Agent performance by institution Summary
2. Agency Performance by Institution Detail
3. Agent Performance by COE Completion rate

In considering the performance of the Agent, the Marketing Manager/ Director of Admissions will consider the following criteria:

- a) The Agent's compliance with the Agent Agreement and any conditions placed on the Agent by St Peter Institute;
- b) The number of Students the Agent has recruited and the conversion rate of:
 - i. Enrolment Applications to Offers (Offers divided by Application);
 - ii. Offers to actual enrolment (Enrolment divided by Offers);
 - iii. the reasons why applications from potential Students did not proceed to Student enrolment status;
 - iv. the number of Student Visa refusals for Students recruited by the Agent;

- v. Any feedback or information from Students or third parties regarding the Agent; students who have been recruited by the Agent, may complete a Student Feedback of Agent form. This form is provided by **Student Support** to all arriving students.
 - vi. Quality, accuracy and currency of information and advice provided by the Agent to Students.
 - vii. Quality of the appointment as assessed by St Peter Institute.
 - viii. Agent's marketing materials and information access;
 - ix. Number of students transferring to other educational providers and the reasons for any transfer.
 - x. Communication with St Peter Institute in a timely manner.
 - xi. Response and action taken towards complaints are made in a timely manner.
- The review will be undertaken by the Marketing Manager/ Director of Admissions. Minutes of any meetings or notes of internal reviews will be taken and kept on the Education Agents file.
 - Further monitoring of Education Agents activities and conduct with prospective students will be gained through feedback collected from students upon enrolment. Through the course orientation, students will be asked to complete a survey in relation to their dealings with Education Agents that represent SPI.

This process ensures that any issues relating to Education Agents providing misleading or dishonest information to prospective students is identified and can be addressed.

- Any issues that are identified will be discussed in Monthly Meetings and if required, discussed with the particular Education Agent. This meeting / discussion is to be documented and kept on the Education Agents file.
- If an education agent is found as being negligent, careless or incompetent or being engaged in false, misleading or unethical advertising and recruitment practices, or engaged in practices that could harm the integrity of Australian education and training, the Marketing Manager/ Director of Admissions must organise a meeting with the Agent and Agent staff to counsel them immediately.

7. Monitoring Agent Websites:

- Marketing team target to go through all agent's website once in three months to ensure that all information regarding SPI is correct and is advertised in an efficient manner.
- At all instances, any new dissemination of updated information from SPI to the agents shall be acted immediately as practical as possible. However, all agent websites are checked by SPI team in a week's times of any major information updated to the agents. In case, SPI finds that agent website is not up to date with SPI information or it differs in information, written notice via email is sent to them with a 10 working days' deadline to make the relevant changes.

8. Terminating an Education Agent Agreement:

Where any practices of the Education Agent are identified as 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, SPI shall take immediate action and may impose one or more of the following sanctions or corrections:

- a) cancel the agent agreement (use Termination Conditions below)
- b) Correcting incorrect information provided to students; St Peter Institute writes a letter to the Agent to inform about the incorrect information.
- c) The Agent must provide a written response within 10 working days of the date of the letter.
- d) After 10 working days and upon receipt of the Agent's letter, St Peter Institute may consider the Agent's performance in light of:
 - i. the agent's response to the letter;
 - ii. whether the agent engaged in unprofessional conduct; and
 - iii. The consideration contained in the Agent Performance Appraisal.
- e) In consideration of the agent's conduct and performance, St Peter Institute may:
 - i. Require the Agent to undertake further training about the agent's responsibilities under this agreement and requirements under the National Code, ESOS Act, ESOS Regulations.
 - ii. maintain the Agent's appointment;
 - iii. warn the Agent;
 - iv. suspend the Agent's appointment;
 - v. maintain the Agent's appointment subject to certain conditions; or
 - vi. Terminate the Agent's appointment immediately.

9. The Agreement is automatically terminated when St Peter Institute becomes aware or reasonably suspects that the Agent:

- i. Is engaged in or has been previously engaged in dishonest practices, including the deliberate attempts to recruit the student where this clearly conflicts with the Agent's obligations in this Agreement.
 - ii. Facilitates applications for Prospective Students who do not comply with his/her student visa requirements.
 - iii. uses Provider Registration and International Students Management System (PRISMS) to create Confirmation of Enrolment for other than a bona fide student, or
 - iv. provides Prospective Students with 'Immigration assistance' as defined in the Migration Act 1958 unless the Agent is rightfully registered under that Act;
- Either party may terminate the Agreement at any time by giving the other party 30 days' prior written notice.
 - St Peter Institute may terminate the Agreement giving notice to the Agent that the Agent has breached a provision of the Agreement including if St Peter Institute is directed or required to do so by a relevant Australian government department in such cases, termination will be effective immediately upon the service of the notice.
 - The notification of termination will be sent to the Agent and the nearest Australian Diplomatic Mission (for offshore agents) and other relevant government bodies.
 - On termination of the Agreement, the Agent must, within 7 days: submit to St Peter Institute all applications and course fees from prospective students received up to the termination date; and
 - Immediately cease using any advertising, promotional or other material supplied by St Peter Institute and return all materials to St Peter Institute by registered mail or a reputable international courier.
 - The Agreement will lapse if the Agent does not refer any international students to St Peter Institute within the first 12 months of the agreement or such other time as agreed in writing with St Peter Institute.

- Termination of the Agreement by either party does not affect any accrued rights or remedies of either party.
- Any collected evidence of engagement in dishonest activities by Agents, if available, and minutes of meetings noting relevant discussions are retained on file by the Marketing Manager/ Director of Admissions.
- Copies of all terminations of agreements are retained on file by the Marketing Manager/ Director of Admissions.
- If the Agent refuses to undertake the required corrective and preventative action, the Agency Agreement will be cancelled immediately.
- The institute may terminate this Agreement immediately where the Agent is in breach of any of its obligations under this Agreement and fails to remedy such a breach within fourteen (14) days of receiving notice requiring it to do so.

10. Re-appointment of the Agent

- If following completion of the final Agent review of an existing agreement, St Peter Institute is satisfied that the Agent has not engaged in unprofessional conduct, a new Agent Agreement may be offered to the Agent.
- The new Agent Agreement is to be updated to include any new requirements of Department of Home Affairs or Department of Education or St Peter Institute.
- The new Agent Agreement is kept on the Agent's file.

Appendix A: Please refer to the Education Agent Agreement