

AGENT AGREEMENT FORM

Details

Agent Number:			
Date:			
Name:			
Legal Entity:			
Trading Name:			
Business Number:			
Address:			
Phone:		Mobile	
Email:		Website:	

SECTION 1: RESPONSIBILITIES

Education Agent

- 1 At all times and professionally and ethically, abide by the National Code and ESOS Act, including:
 - The provision of services per the National Code and ESOS Act, and
 - Keeping up to date on all changes
- 2 At all times and professionally and ethically, abide by the Education Agents Code of Conduct.
- 3 Obtain and Maintain appropriate insurances.
- 4 Employ appropriately qualified staff.
- 5 Promote our programs with integrity and honesty.
- 6 Use marketing materials to represent programs and services accurately.
- 7 Recruit students honestly, ethically and responsibly.
8. Assist prospective students with enrolment and find suitable programs.
- 9 Advise students on the process for application of enrolment and VISA requirements such as:
 - Accommodation
 - Overseas Student Health Cover
 - Course Fees, Payments and Refunds
 - Attendance and Progression
 - English Language Proficiency
- 10 Ensure that applications are complete and all relevant documentation provided to minimise processing time.
- 11 Advise of any suspected fraudulent activity of the student.
- 12 Advise on any Complaints or Appeals.
- 13 Above all, and at all times, act in the best interest of the student and the RTO
- 14 We ensure that any third-party delivering services on its behalf required under written agreement to cooperate with the VET Regulator:
 - by providing accurate and factual responses to information requests from the VET Regulator relevant to the delivery of services
 - in the conduct of audits and the monitoring of its operations.

Company					
1 Monitor the Education Agent to ensure they comply with the conditions of this contract. 2 Provide and Update Marketing Material: <ul style="list-style-type: none"> Accurately reflects the programs and services provided by our RTO Outlines application procedures Outlines admission requirements Outlines Fees, Charges and Refunds Outlines our obligations as an education provider 3 Provide the Agent with sufficient information to accurately inform students of services offered by our RTO 4 Process all completed applications submitted by the Agent 5 To conduct business professionally and ethically and to keep the Agent informed of all changes 6 In the event of a breach in the conditions, TERMINATE this agreement.					
SECTION 2: TERMINATION					
Terminating this agreement					
1 Either party can terminate this agreement at any time by providing eight weeks written notice. 2 We can terminate this agreement at any time with immediate effect in the event the Agent breaches any of the conditions of this agreement. 3 We terminate this agreement at any time with immediate effect in the event the Agent breaches any of the conditions of the National Code and ESOS Act. 4 We can terminate this agreement should the Agent fail to refer any students within the previous calendar year by providing four weeks written notice. 5 When this agreement terminated, the Agent must: <ul style="list-style-type: none"> Immediately cease promoting and advertising programs and services offered by us Return all materials provided to them in the course of effecting this agreement Submit all prospective student applications received up to the date of termination 					
SECTION 3: COMMISSION PAYMENTS					
Education Agent Payments are made based on satisfactory attendance and satisfactory progress analysed at the end of each term. Agents should refer to our Attendance and Progress policy attached					
Course code and title	Total commission	Term 1	Term 2	Term 3	Term 4
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
SECTION 4: GUIDELINES					
General					
1 This agreement constitutes: <ul style="list-style-type: none"> The entire agreement between our RTO and the Education Agent, and Replaces and supersedes any previous agreements. 2 This agreement may only be altered in writing and must be signed by both parties.					

SECTION 5: AGREEMENT

- 1 This agreement provides a legal contract between our RTO and the Education Agent.
- 2 Both parties agree to abide by the conditions of this agreement
- 3 Both parties shall notify either party in the event of a change of circumstances or details that may affect this agreement.
- 4 By signing this document, both parties agree to the conditions and fully understand the requirements to carry out this agreement if full.

Education Agent		The RTO	
Name:		Name:	
Position:		Position:	
Signature:		Signature:	
Date:		Date:	
Witness		Witness	
Name:		Name:	
Position:		Position:	
Signature:		Signature:	
Date:		Date:	