

# THE HUTCHINS SCHOOL AGENT REPRESENTATIVE AGREEMENT

Dated: .....

Between The Hutchins School ABN 91 133 279 291 CRICOS Code 00478F  
71 Nelson Road, Sandy Bay, Tasmania, Australia 7105

and

.....

ABN or Company Registration Number.....

..... Address Line 1.....

..... Address Line 2.....

## 1) Background

- a) The purpose of this document is to formalise the agreement for the Agent to represent The Hutchins School for the purpose of the recruitment of suitable students to study at The Hutchins School
- 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:
  - i) \_\_\_\_\_
  - ii) \_\_\_\_\_
  - iii) \_\_\_\_\_
- d) The term of this agreement is for two years, with a rollover on review each December of the second year for a possible further two years.

- 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) The Hutchins School engages the Agent to recruit suitable prospective international students in the countries specified in 1.c. for the term of the agreement.
- b) This is a non-exclusive agreement. The Hutchins School may appoint other agents in the countries/regions specified 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 The Hutchins School and amending the agency agreement.

3) Responsibilities of the Agent

- a) Under this Agreement the Agent must;
  - i) Work and follow requests for documentation and application procedures, as directed by The Hutchins School
  - ii) Promote The Hutchins School and its courses in the countries/regions specified in 1.c.
  - iii)

- 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

4) Responsibilities of The Hutchins School

a) The Hutchins School 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
- iii) Assess completed applications from prospective students within a reasonable time of receipt
- iv) Pay any fees within the agreed timeframe.

b) The Hutchins School

- f) Once all conditions of an invoice from an agent have been met, as outlined in Schedule 1, Items 2 and 3, The Hutchins School will pay the commission fees payable within 30 days.
- 7) Assignment and Subcontracting
- a) The Agent must not assign this Agreement or any right under this Agreement without the prior consent of The Hutchins School
  - b) Apart from subcontractors listed in this Agreement, the Agent must not subcontract to any person the performance of any of its obligations under this Agreement without the prior consent of The Hutchins School
  - c) Despite any subcontract, 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 three months at the discretion of The Hutchins School including a record of enquiries and outcomes as set out within this Agreement
    - ii) Spot checks to be undertaken by representatives of The Hutchins School at the agents premises and at promotional events
    - iii) A yearly survey of parents of students and students recruited by the Agent.
    - iv) Annual review of year's performance and professionalism conducted each December by The Hutchins School
- 9) Corrective Action
- a) If at any point during the term of this Agreement, The Hutchins School 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, The Hutchins School 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 AE Home 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, The Hutchins School 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, The Hutchins School 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 subcontractor 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 to the termination date; and
  - ii) Immediately cease using any advertising, promotional or other material supplied by The Hutchins School and return all materials to The Hutchins School 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 The Hutchins School's Grievance Policy.
- b) If the matter cannot be resolved through use of The Hutchins School's Grievance Policy see 5.1.

12) Entire Agreement

- a) This agreement and its schedules:
  - i) constitutes the full agreement between the parties as to its subject matter; and
  - ii)

institutions and publically. The Australian Government Department of Education and Training will share individual agents' performance publically as aggregated data (but will not identify agent-provider relationships). Agent-provider relationships will ~~not~~ be identified when data is shared with education providers and other Australian Government entities.

- e) to personal information currently held in PRISMS regarding them and any other personal information we may collect in future being disclosed as described above.

15) Governing Law

- a) This Agreement is governed by and construed in accordance with the law in force in the State of Tasmania, Australia.
- b) The parties submit to the ~~not~~ exclusive jurisdiction of the courts of the State of Tasmania, Australia.

Signed for The Hutchins Schoby an  
authorised officer

Signed by the Agent

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

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

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

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

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company /Agent Registration Number  
Affix Company stamp:

*NOTE: This Agreement is not valid until both parties have affixed their signatures on behalf of the Institution / Agency. This agency agreement will be reviewed in the December of the second year of the agreement, and unless written notice is provided to the Agent by the School, that the agency agreement is being withdrawn, the Agency Agreement with the School may continue to be effective for a further two years.*





### 3) Invoices for Commission

Commission invoices must not be submitted until one full term has been completed at the school by the student.

#### Commission Invoices must include the following details

##### AgentDetails

- x INVOICE MUST BE ON AGENCY LETTERHEAD
- x Date of Invoice
- x Invoice Number
- x If the Agency is based in Australia, the Invoice must show Agency ABN Number and its Business description under that ABN must note the fact that business includes being an Education Agency.

##### Student Information

- x Student ID (as issued to agency)
- x First name; LASTNAME of student
- x Commencement Date (DD/MM/YYYY)
- x Student Type:
- x Student Visa 500; Residency Visa; Australian Passport Holder.
- x Agency commission percentage being charged to school

