

EDUCATION AGENT POLICY

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| Version: | 2.001JAN2024JRAYNE. |
| Authorised by: | James Rayne, Principal Executive Officer. |
| Effective date: | 1 st Jan 2024 |
| Scope: | All campuses of Kingston International College in Australia. |
| Moderated by: | James Rayne, Principal Executive Officer. |
| Validated by: | Intan Rianna, Marketing Manager. |
| Aim: | <p>This policy aims to provide potential education agents and potential migration agents on steps to be taken to:</p> <ul style="list-style-type: none"> A. Become a Kingston International College (here-in KIC) education / migration agent <i>and</i> B. Information regarding the procedure for claiming commissions payable for a recruited KIC student from the respective agent. |
| Purpose: | <p>The purpose of this policy is to ensure that Kingston International College remain compliant with relevant legislative and regulative requirements such as, but not limited to:</p> <ul style="list-style-type: none"> A. <i>National Code of Practice for Providers of Education and Training to Overseas Students 2018 Standard 4</i> <i>and</i> https://www.legislation.gov.au/F2017L01182/latest/text B. <i>Education Services for Overseas Student Act 2000.</i> https://www.legislation.gov.au/C2004A00757/latest/text |
| Targeted audience: | The policy applies to all stakeholders of Kingston International College, notably education agents, migration agents and employees. |

POLICY STATEMENT

DEFINITIONS

1.0 In this policy, the below definitions, per Kingston International College, apply:

- A.** An **education agent** means an entity, whether in or outside Australia who:
 - I.** Recruits or will recruit international students on behalf of Kingston International College for study purposes *and*
 - II.** Is or may not be a member of the office of the migrations agents registration office (OMARA).

- B. A migration agent** means an entity, whether in or outside Australia who:
- I. Recruits or will recruit international students on behalf of Kingston International College for study purposes *and*
 - II. Is a member of the office of the migrations agents registration office (OMARA) *and*
 - III. Provides immigration advice / assistance in Australia.

C. Where **an agent** is cited further below, this means either an education agent, a migration agent or both.

- 1.1** A memorandum of understanding (here-in MOU) agreement between an education agent / migration agent and Kingston International College, is perpetual unless termination by any of the party. Agreements may be subjected to review after 6 months (See termination of agreement section).
- 1.2** Agents with whom KIC has entered into an agreement to represent KIC, must abide by all respective legislative and regulatory requirements.

COMMISSION FEES PAYABLE TERMS AND CONDITIONS

2.0 For each confirmed and accepted student, Kingston International College will pay a commission rate of 30% to the education agent on the tuition fee for each qualification and/or non-AQF (Australian Qualification Framework) the student is enrolled into as long as:

- A.** The student does not have any outstanding balance owed to Kingston International College *or*
- B.** The student did not withdraw from their course within three (3) months of enrolment.

2.1 Commission fees payable to an education agent representing KIC or recruiting on behalf of KIC solely include tuition fees and does not include:

- A.** Commitment fees (Fees payable by a student as a genuine intention to commit their studies in KIC) *and*
- B.** Resource fees (Fees payable by a student for administrative consumables, academic resources such as ingredients, toolkits and uniforms) *and*
- C.** Application fees (Fees payable by a student for enrolment purposes) *and*
- D.** Administrative fees where applicable (Fees payable by a student for administrative purposes) *and*
- E.** Reassessment fees where applicable (Fees payable by a student for reassessment of one or more VET unit/s of competency or ELICOS topic/s).

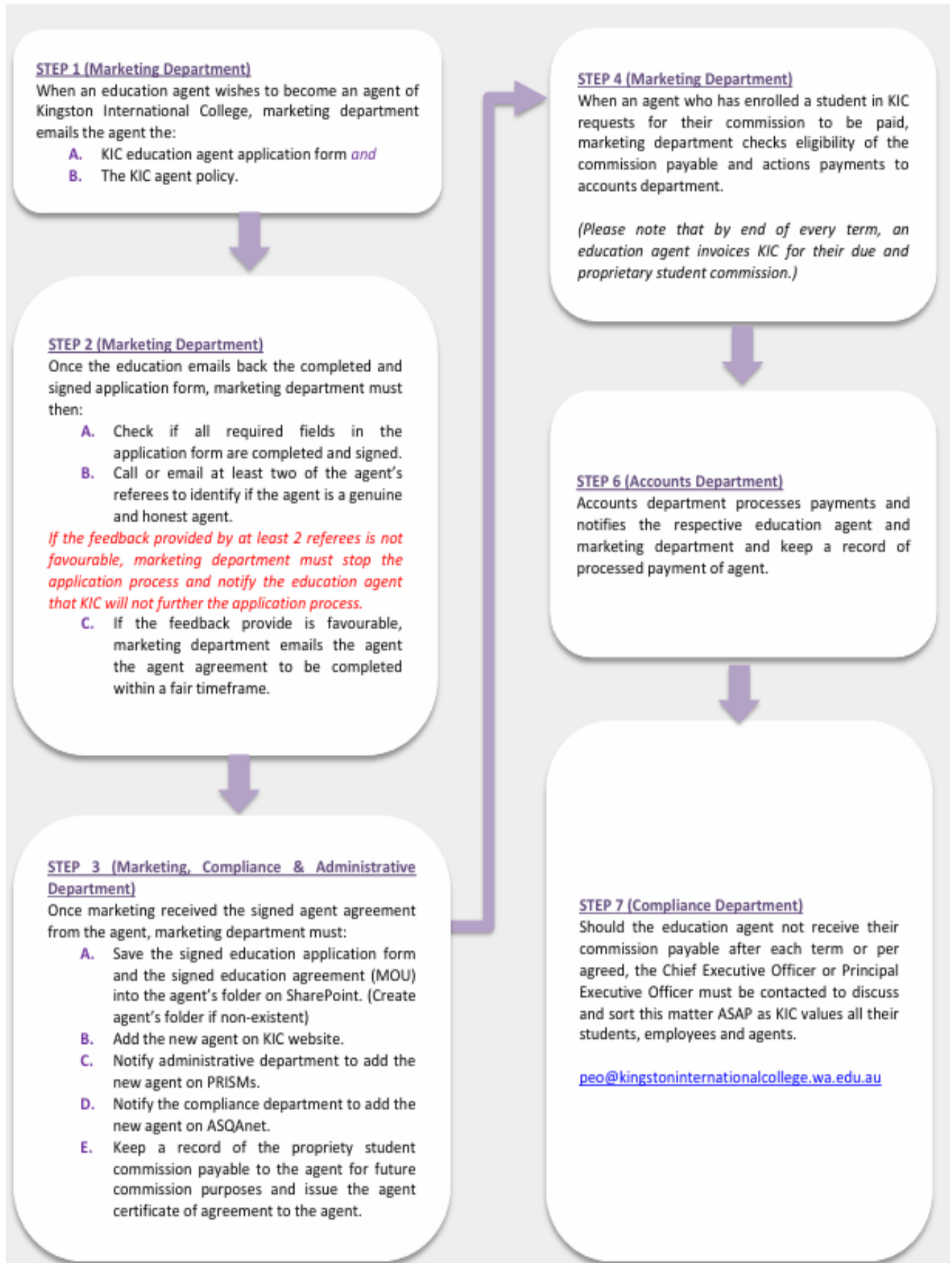
2.2 KIC does not authorize any education agent to pre-deduct their commission payable for recruitment of potential students unless otherwise approved in writing by the Chief Executive Officer or Principal Executive Officer.

2.3 Commission fees payable to an agent will be completed / paid / processed on an academic termly basis (End of each term, generally during term break) unless KIC has a specific agreement with a respective education agent and has approved earlier release of commission fees to a specific agent. Kingston International College academic terms are in:

- A.** January *and*
- B.** April *and*
- C.** July *and*
- D.** September.

EDUCATION AGENT ONBOARDING & COMMISSION PAYABLE PROCEDURE

3.0 The education agent must follow the below process when recruiting potential students for Kingston International College:



RESPONSIBILITIES OF PARTIES

- 4.0** Kingston International College is responsible at all times for compliance with the *ESOS Act 2000* and *National Code 2018*.
- 4.1** Kingston International College will disclose any policies / procedures / course entry requirements required by the education agent upon their request.
- 4.2** Kingston International College will continuously monitor the recruitment of their students through their respective education agent it has an agreement with. This may be, but not limited to, through feedback of, complaint from or casual chat with a recruited, confirmed and accepted students or potential a student, may it be formal or informal feedback.
- 4.3** Pertaining to the *Migration Act 1958*, Kingston International College will not recruit any student from nor have an agent agreement with an education agent who is not a registered agent of the Office of the Migration Agents Registration Authority (OMARA) and whom is providing migration advise to a overseas potential or current student.
- 4.4** Pertaining to *Standard 7* of the *National Code 2018*, Kingston International College will not recruit such student from the education agent where a breach occurs.
- 4.5** Kingston International College will keep a record of:
- A.** Students recruited by the respective education agent **and**
 - B.** Commission payable and paid to each education agent for their respective students.
- 4.6** The education agent, where applicable, must report to KIC, any conflict of interest which may arise in recruitment of a potential student.
- 4.7** Both the education agent and Kingston International College shall not facilitate recruitment of a potential student where either one (1) of the parties has tangible evidence that the potential student does not intend to comply with their study visa conditions.
- 4.8** Kinston International College ensures that confirmation of enrolments (COEs) will only be created for bona fide students and where there is tangible evidence, will not accept nor create COEs for non-genuine student from the education agent.
- 4.9** The education agent must take all necessary steps:
- A.** To avoid any conflict of interest which may arise at an immediate or later stage whilst recruiting potential students for KIC **and**
 - B.** To observe an appropriate level of confidentiality and transparency in their dealings with potential and current students of KIC **and**
 - C.** To maintain their potential and active students' confidential information to an absolute maximum unless otherwise stated by or is a requirement of a legislative or regulatory body.
- 4.10** The education agent must, at all times:
- A.** Provide accurate and factual information to the potential or active students of KIC **and**
 - B.** Act in good faith whilst recruiting potential students or dealing with a current student of KIC **and**
 - C.** Act in the best interests of a potential or active student of KIC.
- 4.11** The education agent must provide potential students with accurate information about Kingston International College and provide an enrolling student with assistance to complete Kingston International College's application form.
- 4.12** The education agent must be responsible for all actions taken by its staff, sub-agents, and related business entities with respect to dealings with Kingston International College.

- 4.13** The agent must assist in ensuring that students pay their tuition fee by the payment deadlines. Where an Agent is unable to ensure the student pays any outstanding fee within 2 weeks from the due date, Kingston International College may appoint an external collection agency to pursue student's payment. Thereafter if student pays the outstanding fee, the Agent will not be entitled to the commission. This condition also applies if student does not pay on time by subsequent payment due dates.
- 4.14** The agent, must always, whilst recruiting potential students for KIC, validate / authenticate the document submitted by such students and must adhere to the entry requirement of Kingston International College for each qualification or non-AQF course.
- 4.15** The agent acknowledges and agrees that the course duration of each qualification or non-AQF course remains consistent unless credits are granted to the students per the policies of KIC.
- 4.16** The agent must not misrepresent Kingston International College in order to coerce a student to apply for a course of study.
- 4.17** The agent, acting on behalf of KIC, must ensure that their agency / employees have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics, notably but not limited to:

A. Agent code of ethics:

<https://internationaleducation.gov.au/News/Latest-News/Documents/Australian%20International%20Education%20and%20Training%20-%20Agent%20Code%20of%20Ethics.pdf>

B. National Code of Practice for Providers of Education and Training to Overseas Students 2018 Standard 4

<https://www.legislation.gov.au/F2017L01182/latest/text>

C. Education Services for Overseas Student Act 2000

<https://www.legislation.gov.au/C2004A00757/latest/text>

D. Migration Act 1958 (For registered migration and education agents only)

<https://www.legislation.gov.au/C1958A00062/latest/text>

E. Standards for Registered Training Providers 2015

<https://www.legislation.gov.au/F2014L01377/latest/text>

**F. KIC course entry requirements for each qualification and non-AQF qualification
(This can be obtained by contacting the KIC marketing department)**

**G. KIC course fees for each qualification and non-AQF qualification
(This can be obtained by contacting the KIC marketing department)**

TERMINATION OF AGREEMENT

- 5.0** This agreement may be terminated mutually by both parties or any one (1) of the two (2) parties with a thirty (30) day notice.
- 5.1** Where this agreement has been mutually terminated by both parties, commission fees payable to the education agent for prior recruited students will remain binding and will be honoured by KIC unless otherwise agreed by both parties at the time of mutual dissolution of this agreement.
- 5.2** Notwithstanding clause 5.0, either party may terminate this agreement immediately if the other party breaches this agreement and fails to remedy the breach within 7 days of being given notice to do so. Such a breach can be but is not limited to under no circumstance:
- A.** Commission fees payable to the education agent was not honoured by Kingston International College within a reasonable timeframe.
- B.** Kingston International College has either tangible evidence and/or intangible and sufficient reason/s to believe that the education agent:

- I. Is not adhering to the agent code of ethics / practice per cited in clause 4.6.A or
- II. Is not providing students being recruited for KIC with accurate and factual enrolment information (enrolment and migration information for migration education agent) or
- III. Is engaged in misleading recruitment practices or violation of the *Criminal Code Act 1995 / Migration Act 1958* or
- IV. Is not acting or has not acted in the best interest of the student.

INVOICING REQUIREMENTS

6.0 For the purpose of claiming commission payable, the education agent must include the below information in their invoice for KIC convenience and to ease payment process. Failure to include all relevant information may lead to delay in payment process or no payment of commission fees:

- A. Education agent name *and*
- B. Invoice date *and*
- C. Invoice number *and*
- D. ABN number *and*
- E. Banking details of the education agent (Account No, BSB and Bank name) *and*
- F. Student ID *and*
- G. Student name *and*
- H. Course code and title *and*
- I. Offer Letter Issue Date *and*
- J. Instalment Due Date *and*
- K. Tuition fee for the instalment *and*
- L. Commission Rate *and*
- M. Amount (AUD).

DESSIMINATION OF CONFIDENTIAL INFORMATION FOR ALL PARTIES

7.0 Kingston International College will not release information of education agents and students to any third (3rd) party except where mandated by a legislative or regulatory body, notably but not limited to:

- A. Provider Registration and International Student Management System (PRISMs) *and*
<https://www.legislation.gov.au/C2004A00757/latest/text>
- B. *National Vocational Education and Training Regulator Act 2011* *and*
<https://www.legislation.gov.au/C2011A00012/latest/text>
- C. *Education Services for Overseas Students Regulations 2019* *and*
<https://www.legislation.gov.au/F2019L00571/latest/text>
- D. *Student identifiers Act 2014.*
<https://www.legislation.gov.au/C2014A00036/latest/text>