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Saint Stephen's College

CRICOS Provider Number PR 01938G

Agency Agreement

Name of Agent _____ of _____

**This Agency Agreement is solely for the purpose of the
recruitment and placement of long term full fee paying
International Students at Saint Stephen's College.**

**This Agency Agreement therefore does not apply to the
recruitment and placement of short term full fee paying
International Students at Saint Stephen's College.**

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1. Terms and Conditions

1. Saint Stephen's College recruits full time, full fee paying international students to study in mainstream and intensive programmes from Year P to Year 12.
2. The Queensland Education (Overseas Students) Act 1996 and the Commonwealth Education Services for Overseas Students Act 2000 (ESOS Act) imposes certain obligations and requirements on the providers of education and training courses to international students and those providers' Agents, including the obligations set out in the National Code established under the ESOS Act (National Code).
3. Saint Stephen's College is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) as part of the ESOS Act requirements under CRICOS Provider Code PR 01938G.
4. The Agent provides services of recruiting suitable prospective students for enrolment and study in Australia.
5. The Agent is aware of the requirements of the Queensland Education (Overseas Students) Act 1996, ESOS Act 2000 and National Code, and has agreed to comply with those requirements.
6. Saint Stephen's College and appointed Agents are obliged to maintain adherence to the Privacy Act (1988) Information Standard IS42, and Queensland's Information Privacy Principles #1 - #11.
7. Saint Stephen's College does not undertake any responsibility on behalf of the Agent for a student's noncompliance with any additional, independent contractual service agreement between the Agent and the student.

Definitions

In this Agreement:

1. 'AGENT' – refers to the company with whom the agreement is held.
2. 'AGENT'S FEE' – means the fee calculated under the conditions of this agreement, to be paid by Saint Stephen's College to the AGENT.
3. 'MARKS' – means logos, trade marks, designs and crests that belong to or carry the name 'Saint Stephen's College'.
4. 'PRISMS' – means the Provider Registration and International Students Management System (the electronic system that holds CRICOS and the electronic confirmation of enrolment).
5. 'PROGRAMMES' means the fulltime registered programmes offered by Saint Stephen's College and registered on CRICOS.
6. 'PROSPECTIVE STUDENT' means a person (whether within or outside of Australia) who intends to become, or who has already taken steps towards becoming a student of Saint Stephen's College.
7. 'SERVICES' means the services described in 'Detailed Obligations of the Agent' – point 4.
8. 'STATEMENT OF FEES' refers to the breakdown of costs and total fees payable to Saint Stephen's College.
9. 'MONIES' means the total amount payable in the Statement of Fees.
10. '\$' refers to the before stated value in Australian Dollars (AUD).
11. 'STUDENT' means an international student as defined in the ESOS Act.
12. 'TERM' means the time period set out in this Agreement.
13. 'APPLICATION FEE' refers to the specified amount of monies in the fee schedule to be paid to Saint Stephen's College with the application for enrolment.
14. 'ENROLMENT FEE' refers to the specified amount of monies in the fee schedule to be paid to Saint Stephen's College if the application for enrolment is accepted.
15. 'TUITION FEE' refers to the specified amount of monies in the fee schedule to be paid to Saint Stephen's College for tuition, if the application for enrolment is accepted.
16. 'ESL SUPPORT' refers to the specified amount of monies in the fee schedule to be paid to Saint Stephen's College for English Second Language Tuition, if the application for enrolment is accepted.
17. 'BOOKS AND UNIFORMS' means the total cost of books and uniforms for one year.
18. 'HOMESTAY PLACEMENT FEE' refers to the specified amount of monies in the fee schedule to be paid to Saint Stephen's College or Australian Homestay Network (AHN) prior to commencement of homestay programme.
19. 'BANK CHARGES' refers to the costs of institutional charges occurred through money transfer.
20. 'AGENT PLACEMENT FEE' refers to the specified amount of monies paid to the Agent by Saint Stephen's College for Agent services.

2. Engagement of the Agent

- 2.1 Saint Stephen's College engages the Agent to be its representative to potential students for the Term.

- 2.2 This is a non-exclusive agreement. Saint Stephen's College may appoint other Agents to be its representative.

3. Main Responsibilities of the Agent

Under this Agreement, the Agent must:

- 3.1 Promote Saint Stephen's College Programmes in accordance with our policies to potential students in and outside of Australia
- 3.2 Provide prospective students with all necessary information about the programmes, facilities and services and assistance in completing and submitting application forms to the Assistant to the Headmaster - International Education, Saint Stephen's College.
- 3.3 Collect required information from the prospective student prior to enrolment as specified for the application process
- 3.4 Perform any other services and provide any other information requested by Saint Stephen's College or required by this agreement.
- 3.5 Provide Saint Stephen's College with up to date agency details required under ESOS legislation for publishing on the school website:
- Agency Name
 - Name of principal agent
 - Legal entity
 - Street address(es)

4. Detailed Obligations of the Agent

4.1 In performing the services, the Agent must:

- 4.1.1 Promote the programmes with integrity and accuracy and recruit prospective students in an honest, ethical and responsible manner.
- 4.1.2 Inform prospective students accurately about the requirements of programmes using only material provided or approved by Saint Stephen's College.
- 4.1.3 Assist the College to uphold its high reputation in independent schools and Australian education.
- 4.1.4 Take reasonable steps in confirming the accuracy of the information provided by prospective students throughout the application process.
- 4.1.5 Ensure that only signed and completed applications are submitted to Saint Stephen's College, and that all original qualifications have been verified by a notary or equivalent.
- 4.1.6 Assist prospective students to complete visa applications.

- 4.1.7 Ensure that relevant fees and charges and supporting documentation accompany each application and acceptance of offer documents.
 - 4.1.8 Ensure that all relevant offer and enrolment related documents are signed by the student and the student's parent/s (if the student is less than 18 years of age).
 - 4.1.9 Inform Saint Stephen's College if extra charges are levied by the Agent on the prospective student within 24 hours of receiving the offer documents.
 - 4.1.10 Provide Saint Stephen's College with market intelligence about the recruitment of prospective students.
 - 4.1.11 Only undertake promotional and marketing activities involving Saint Stephen's College that have been approved by Saint Stephen's College.
- 4.2 Before prospective students complete an application, the Agent must give them information provided to the Agent by Saint Stephen's College about:
- 4.2.1 Saint Stephen's College philosophy and education beliefs.
 - 4.2.2 Saint Stephen's College facilities, equipment and learning resources.
 - 4.2.3 Saint Stephen's College expectations and policies.
 - 4.2.4 Saint Stephen's College extra-curricula activities.
 - 4.2.5 The programmes offered at Saint Stephen's College.
 - 4.2.6 The minimum level of English language ability and educational qualifications required for acceptance into the programmes at Saint Stephen's College.
 - 4.2.7 Visa requirements which must be satisfied by the student, including English language proficiency levels.
 - 4.2.8 The statement of fees and payment procedures.
 - 4.2.9 Saint Stephen's College International Student Guide and its contents.
 - 4.2.10 Saint Stephen's College Refund, Grievance and Privacy policies.
 - 4.2.11 Living in Australia, particularly the Gold Coast, including information about the location of the College and costs of living.
- 4.3 The Agent must advise prospective students that:
- 4.3.1 Students who come to Australia on a student visa must have a primary purpose of studying and must undertake full-time study
- 4.4 The Agent must not:
- 4.4.1 Engage in any dishonest practices, including suggesting to prospective students that they may come to Australia on a student visa with a primary purpose other than full-time study.

- 4.4.2 Facilitate applications for prospective students who do not comply with visa requirements
- 4.4.3 Provide prospective students with 'immigration advice' as defined in the Migration Act 1958 unless the Agent is separately registered under the Act
- 4.4.4 Give a prospective student inaccurate information about the statement of fees or acceptance into Saint Stephen's College
- 4.4.5 Receive or bank the fees payable to Saint Stephen's College by a prospective student or deduct any amount from the fees payable by the prospective student
- 4.4.6 Make any representations or offer any guarantees to prospective students about the likelihood of obtaining a student visa
- 4.4.7 Engage in false or misleading advertising or recruitment practices
- 4.4.8 Make any false or misleading comparisons with any other education provider or their programmes or make any inaccurate claims regarding any association between Saint Stephen's College and other education providers
- 4.4.9 Undertake any advertising or promotional activity about the programmes or Saint Stephen's College without the prior written consent of Saint Stephen's College
- 4.4.10 Commit Saint Stephen's College to accept any prospective student into a programme
- 4.4.11 Use any registered or unregistered mark or identifier without the prior written consent of Saint Stephen's College
- 4.4.12 Contact teachers or College staff directly without engaging the Assistant to the Headmaster – International Education, Saint Stephen's College
- 4.4.13 Contact students during school hours, except through AHIE
- 4.4.14 Unless Saint Stephen's College otherwise agrees, the Agent must bear the cost of advertising and promotional activities undertaken by the Agent under this Agreement.

5. Detailed Obligation of the College

- 5.1 Saint Stephen's College must:
- 5.1.1 Give the Agent sufficient information to enable the Agent to undertake the Services.
 - 5.1.2 Assist the Agent to access information about visa requirements and the process of visa application.
 - 5.1.3 Inform the Agent of the legal or regulatory conditions for visa requirements and of any changes to those requirements promptly after becoming aware of any such changes.
 - 5.1.4 Assess completed applications from prospective student within a reasonable time of receipt.
 - 5.1.5 Saint Stephen's College is not required to accept any prospective student referred by the Agent.

6. Confidentiality

The Agent must keep confidential:

- 6.1 All information provided by Saint Stephen's College, other than to the extent disclosure is required to perform the Services in accordance with this Agreement.
- 6.2 The terms of this Agreement.

7 Agent's Fees – Placement Fee

- 7.1 Agent's fees (placement fee) only apply to students who enroll as full-time, full fee paying international students.
- 7.2 Agent's fees (placement fees) are 15% of first year Tuition Fees as per the International Student Fee Schedule 2012 inclusive of GST and will be paid in two installments. Should the tuition value differ after commencement of the student (due to an unforeseen fee increase) then the commission will be paid as per the value on the original Statement of Fees.
- 7.3 Each installment will be 50% of the agreed total Agent's Fee.
- 7.4 The first installment will be paid after the student has their first two weeks of study at Saint Stephen's College.
- 7.5 The second installment will be paid at the completion of their first year of study.
- 7.6 .
- 7.7 It is the responsibility of the Agent to invoice Saint Stephen's College for the correct amount, by the specified due date.
- 7.8 Subject to the other provision of this clause, Saint Stephen's College must pay the Agent's Fee for each student who:
 - 7.8.1 Is recruited by the Agent

- 7.8.2 Is enrolled in a programme
- 7.8.3 Has paid the total fees payable to Saint Stephen's College
- 7.8.4 Has commenced the programme and attended school for one fortnight
- 7.8.5 Has not, subsequent to commencing the programme, been refunded any fees
- 7.8.6 Is recruited by an Agent with a current Agency Agreement with Saint Stephen's College
- 7.9 An Agent is regarded as having recruited a student under this Agreement if the Agent submits the student's application for enrolment, with the enrolment fee, and that application also bears the Agent's name.
- 7.10 An Agent's Fee is not paid where the student applies to enroll directly to Saint Stephen's College.
- 7.11 Saint Stephen's College must pay the fees payable under this clause within 30 days of receipt of a valid invoice from the Agent.
- 7.12 The agreement is only valid upon providing a current ABN number to Saint Stephen's College and a site inspection administered by a delegate of the College.
- 7.13 The Agent must ensure that the student pays the whole costs of one year's tuition and all related costs on acceptance of the offer. It must be ensured that the student's account is always two terms in credit.
- 7.14 In the event of a student receiving a full scholarship to Saint Stephen's College there will be no Agent's fee paid.

4 Terminating this Agreement

- 8.1 Either party may terminate this Agreement at any time by giving the other party 30 days prior written notice.
- 8.2 If the Agent breaches any provision of this Agreement, Saint Stephen's College may terminate this Agreement at any time and with immediate effect by giving written notice to the Agent.
- 8.3 On termination of this Agreement, the Agent must:
 - 8.3.1 Submit all applications and fees from prospective students received up to the termination date to the College.
 - 8.3.2 Immediately cease using any advertising, promotional or other material supplied by Saint Stephen's College and return all material to Saint Stephen's College by registered mail or a reputable international courier
- 8.4 The termination of this Agreement by either party does not affect any rights of remedies of either party.

9 Assignment and Subcontracting

- 9.1 The Agent must not assign this Agreement or any right under this Agreement without the prior written consent of Saint Stephen's College (which may be withheld at its discretion).
- 9.2 The Agent must not subcontract to any person the performance of any of its obligations under this Agreement without the prior written consent of Saint Stephen's College.
- 9.3 Despite any subcontract, the Agent remains liable for performing its obligations under this Agreement.

10 Change of Details

- 10.1 A party changing its address, facsimile number or electronic mail address or company trading details, must give notice of that change to Saint Stephen's College, within one week of the change.

11 Entire Agreement

This Agreement:

- 11.1 Constitutes the complete and full agreement between the parties as to its subject matter; and
- 11.2 In relation to that subject matter, replace and supersedes any prior arrangement or agreement between the parties

12 Variation

This Agreement may only be altered in writing, signed by both parties.

13 Governing Law

- 13.1 This Agreement is governed by and construed in accordance with the law in force in the State of Queensland, Australia.
- 13.2 The parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland, Australia and the Federal Court of Australia.

14 Terms of Agreement

The term of this Agreement shall be from the date of the Agreement to 31 December 2012.

15 Agent's Fee

All registered programmes for international students
15% of first year tuition fee

16 Payment Schedule

Application fee must be paid upon Application.
First year of study fees must be paid a year in advance, following this initial payment, fees must always remain one semester in advance.

17 Addresses for Notices

Saint Stephen's College
PO Box 441
OXENFORD QLD 4210

18 Contact Office in Saint Stephen's College

International Education
Sam Holmes
Assistant to the Headmaster
International Education
Telephone number: +617 55738628
Mobile number: 0414 914 104
Facsimile Number: +617 5573 8688
Email: sholmes@ssc.qld.edu.au

19 Agent Contact Details

Contact Details of Agent in Australia (if applicable)				
Address of Agent				
Contact Name/s				
Contact Numbers	Mobile		Work	
Email Address				
Website Address				
Contact Details of Agent Overseas (if applicable)				
Address of Agent				
Contact Name/s				
Contact Numbers	Mobile		Work	
Email Address				
Website Address				

20 Declaration of Agent

I hereby certify that I/we have read and understood the terms and conditions of the above Agency Agreement, and agree to abide by them.

.....

Authorised Officer of the Representative
 Company Name
 Name:

 Position:

.....

Witness Signature
 Company Name: Saint Stephen's College
 Name: Ms Sam Holmes, on behalf of
 Mr Jamie Dorrington
 Position: Headmaster

Date:

Date: