



Brisbane College of Horticulture

Campuses

Brisbane:
Unit 6/31 Black St,
MILTON QLD 4064

Cairns:
1/15 Lake Street, Cairns QLD 4870

Phone: +61 411965993
Email: info@bch.edu.au
Web: www.bch.edu.au

EDUCATION AGENT POLICY AND PROCEDURE

1 Purpose and Scope

This policy outlines the requirements of Education Agents (Agents) acting on behalf of Brisbane College Of Horticulture (BCH). Agents must provide high standards of service and information to overseas students. The College takes all reasonable measures to use Agents with appropriate knowledge and understanding of the Australian international education industry who will act with honesty and integrity. The policy and procedure comply with the provisions of the *Education Services for Overseas Students Act 2000* and *The National Code 2007*.

This Policy applies to:

- The appointment of all Agents by BCH, both within Australia and overseas, and
- Staff of BCH and of Partner Providers involved in the recruitment and monitoring of Agents for BCH.

2 Procedure

The BCH Marketing Manager is responsible, under the supervision of the Managing Director, for the selection, appointment, monitoring and management of the activities of Agents.

2.1 Agent Selection

Agents are engaged to represent BCH and recruit students for the College. A person or organisation wishing to apply to be an approved Agent of BCH shall contact the Marketing Manager who will issue an Education Agent Application Form and thereafter check references. The applicant's suitability is assessed on the basis of National Code Standard 4.3.

2.2 Appointment and Written Agreement

Where an agent approaches BCH on behalf of the parents or students, no agreement is required. In this case BCH has not issued the education agent with marketing material and there is no formal understanding that the education agent will promote BCH's courses on its behalf on an ongoing basis.

Whereby BCH does not have a formal agreement with the agent, BCH may pay a commission rate of:

- 10% to the agent if the agent provides up to 12 students and
- 20% to the agent if the agent provides 12 or more students.

On receipt of an invoice, BCH will pay the agent the commission rate after the census date and the tuition fee has been paid by the Student.

If BCH accepts students from an education agent who approached BCH and with whom there is no written agreement, BCH is required to fulfil all of its responsibilities under the National Code 2007. This includes providing accurate information about courses and all of the other pre-enrolment engagement requirements.

BCH will not accept students if it knows or reasonably suspects an education agent to be involved in the activities outlined in National Code Standard 4.3.

BCH must enter into a written agreement if the relationship changes to an ongoing one where the agent formally represents BCH regardless of the number of international students recruited by the Agent. 'Formally' covers situations where the Agent promotes BCH courses with the intention of recruiting students for BCH.

- i. When the applicant has been assessed as satisfactory, the Marketing Manager prepares the Education Agent Agreement and includes a commission rate of:
 - 10% to the agent if the agent provide up to 12 students and
 - 20% to the agent if the agent provide 12 or more students

to be paid after the census date and the tuition fee has been paid by the Student.

- ii. Both parties sign the Education Agent Agreement, which specifies responsibilities of each party and the need to comply with *The National Code 2007*. A copy of the signed Agreement is retained by BCH's Marketing Manager and a copy kept in the Safe. A copy is also held by the Agent.
- iii. Initial appointment period is for two (2) years and may be extended by mutual agreement of the parties and subject to the conditions of the Education Agent Agreement.
- iv. The appointed Agent is issued with a Certificate of Appointment and BCH marketing materials.

2.3 Agent Training and Information

As set out in National Code Standard 1, BCH will ensure that the Agent has access to up-to-date and accurate marketing information for the purposes of performing the services described in the Agent Agreement. Information used for marketing and recruitment purposes will be updated as changes occur. This information and materials will be provided in both hard copy and download softcopy where available.

Where the monitoring of Agents indicates a deficiency or non-compliance with legislation or the National Code, further training and/or the provision of additional information in relation to the expectations of BCH will be provided.

BCH will specify the responsibilities of the Agent and the College, and the need to abide by The National Code https://www.aei.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/National-Code/Documents/National_Code_2007_pdf.pdf

BCH will refer the Agent to the Australian Government online training course for Education Agents at <http://eatc.pieronline.org/>

2.4 Monitoring the Activities of Agents

BCH will take immediate corrective and preventive action if it becomes aware of an Agent 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.

BCH will not deal with an Agent who engages in unethical behaviour. The Agreements with Agents include processes for monitoring the activities of Agents and termination conditions. The BCH Marketing Manager is responsible for the review process, which may include one or more of the following strategies:

- visits to education agent's offices and face-to-face meetings where feasible
- telephone/teleconference meetings
- documented comments taken when speaking or visiting the agent
- regular reports from the Agent
- feedback from students recruited by the Agent
- surveys of students and/or parents of students recruited by the agents
- surveys of Agents
- performance benchmarks included in the Education Agent Agreement
- spot checks by BCH, e.g. observing the Agent at work at Education Fairs
- quality of students (completion rates, number of students reported to Department of Immigration and Citizenship (DIAC))
- conversion rates of successful enrolments from letters of offer
- recommendations from within the Industry
- informal feedback from Industry colleagues.

2.5 Termination of Agreement

- i. BCH may immediately terminate the Agreement by notice in writing to the Agent if the Agent fails to remedy or adequately address any breach of the Agreement within 14 days after being given notice in writing from BCH requiring the breach to be remedied or adequately addressed by the Agent, OR in the event of substantial breach without any previous notice.
- ii. Additionally BCH can immediately terminate the Education Agent Agreement and with immediate effect in the event that:
 - the Agent commits an act of bankruptcy, or
 - BCH becomes aware of the Agent being engaged in false, misleading or unethical advertising and recruitment practices, including practices that could harm the integrity of Australian education and training, or if it reasonably suspects dishonest practices by the Agent.
- iii. BCH will terminate the agreement with an Agent if the College becomes aware of, or reasonably suspects, the engagement by that Agent or an employee or sub-contractor of that Agent in unethical conduct as set out in National Code Standard 4.3. Where an individual employee or sub-contractor of the Agent was responsible for the unethical conduct, and the Agent has terminated the relationship with that individual employee or sub-contractor, termination of the Education Agent Agreement is not required as set out in National Code Standard 4.4. The Agent must terminate any agreement with an employee or subcontractor if the Agent becomes aware of, or reasonably suspects, dishonest practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of registered providers under National Code Standard 7 (transfer between registered providers, whereby a receiving registered provider must not knowingly enrol the student wishing to transfer from another registered provider's course prior to the student completing six months of his or her principal course of study) or any of the other dishonest practices outlined above.
- iv. Upon termination of this Agreement, the Agent must:
 - submit all applications and fees from prospective students received up to the termination, and
 - immediately cease using any advertising, promotional or other material supplied by BCH and return all material to BCH by registered mail or a reputable international courier.