



Education Agent Policy and Procedure

1. Introduction

Australian Learning Group Pty Limited (ALG) is committed to providing international students with accurate and transparent information concerning ALG during the recruitment process in accordance with the *Education Services for Overseas Students Act 2000* (ESOS Act), the National Code of Practice for Providers of Education and Training to Overseas Students 2018, and the Standards for Registered Training Organisations (RTOs) 2015.

2. Purpose

This policy and procedure establish ALG's framework and arrangements for the appointment, monitoring and termination of international education agents that recruit international students on behalf of ALG.

3. Scope

This policy applies to all ALG staff members and education agents appointed to recruit international students on behalf of ALG.

4. Policy

- 4.1. ALG has written agreements with appointed education agents that outline the third-party arrangement for the education agent to recruit students on behalf of ALG.
- 4.2. Education agents are required to provide prospective students with transparent and accurate information concerning ALG and must not provide any misleading or false information.
- 4.3. Education agents must act honestly, in good faith and in the best interests of the student.
- 4.4. ALG monitors education agents through a formal annual review process in addition to ongoing informal reviews.



- 4.5. ALG provides education agents with initial and ongoing training to ensure they have appropriate knowledge and understanding of ALG's services.
- 4.6. ALG notifies the VET regulator of the commencement or cessation of all third-party arrangements including education agents within 30 calendar days of the event occurring.
- 4.7. ALG ensures that monthly quality assurance checks are conducted to ensure compliance with this policy and procedure and the regulatory requirements.

5. Procedure

5.1. Application and Appointment of Education Agents

Education agents wishing to apply to become an education agent for ALG are required to:

- submit a completed Agent Application Form, which is available on ALG's website;
- provide ALG with accurate and complete information, including at least two references.

Based on the information provided in and with the Agent Application Form, the ALG Sales Team will conduct an assessment of the application. Where the application is approved, a written agreement setting out the terms of the third-party arrangement will be generated using the ALG Education Agent Agreement template and sent to the education agent to be signed and returned.

Based on the ALG Sales Team assessment of the strength of the application, the written agreement will have a duration of:

- 1 year;
- 2 years; or
- 3 years.

ALG does not permit education agents that do not have a written agreement in place to recruit students on behalf of ALG.

5.2. Training of Education Agents

Initial training is provided to education agents by the ALG Sales Team as part of the onboarding process. ALG ensures through this process that the education agent is knowledgeable about ALG's courses and services and is familiarised with ALG's agent portal that contains accurate and up-to-date information about ALG.



ALG also provides ongoing training for its education agents.

The initial and ongoing training includes (but is not limited to) information on the following:

- regulatory requirements relevant to education agents;
- ALG courses, its campus locations and facilities, equipment, learning resources, and support services;
- tuition and other fees applicable to ALG's courses, including refund conditions;
- minimum English language proficiency requirements, educational qualifications and work experience required for acceptance into ALG's courses and whether course credit may be applicable;
- application and admissions process;
- course content and duration, timetable, qualification offered if applicable, modes of study and assessment methods of ALG's courses;
- grounds on which the student's enrolment may be deferred or suspended;
- relevant information about living in Australia, including indicative costs of living and accommodation options;
- invoicing arrangements, including login details on RTOManager; and
- ALG's marketing guidelines for the marketing and promotion of ALG's courses and services.

A record of initial and ongoing training delivered by the ALG Sales Team is maintained in the ALG customer relationship management (CRM) system (currently Hubspot).

5.3. Monitoring of Education Agents

ALG systematically monitors the activities of its education agents to ensure that the marketing and promotion of ALG's courses and services for the recruitment of international students or intending international students is:

- transparent and accurate;
- not false or misleading; and
- consistent with Australian Consumer Law, the ESOS framework and the Standards for RTOs 2015.

Where education agents create marketing materials concerning ALG's courses and services, the education agent is required to obtain ALG's approval prior to the dissemination or publication of that material.

ALG ensures any printed or online information or material disseminated or made publicly available contains its correct legal name, RTO Code and CRICOS Institution Code for the purposes of:

- providing or offering to provide a course to an international student;
- inviting an international student to undertake or apply for a course; or



- indicating that ALG is able or willing to provide a course to international students.

Regular quality spot checks are conducted through all interactions between ALG and the education agent. Quality spot checks can be initiated by any of the following (but not limited to):

- Student feedback
- Complaints and appeals
- Agent site visits
- Communications with the agent
- Inactivity or lack of communication from the agent.

The ALG Sales Team conducts a formal annual review of each education agent where the education agent's performance is evaluated and assessed. The review includes (but not limited to):

- a) performance data, including:
 - the number of student applications provided to ALG, the quality and completeness
 - the conversion rate of student applications to letters of offer
 - the incidence of visa rejection
 - the conversion rate of letters of offer to actual enrolments;
- b) feedback received from students recruited by the agent;
- c) review of quality spot checks made by ALG;
- d) administration issues;
- e) adherence to the marketing guidelines and approval process; and
- f) any other issues that have been identified.

As part of the annual review process, ALG checks to ensure the contact details of the education agent are current and updated as required.

Where issues are identified through the review process, ALG advises the agents of these in writing. If the issues are not addressed in a timely manner, ALG may elect to terminate the agreement in accordance with its terms.

5.4. Renewal or Extension

ALG may invite an agent to renew or extend its third-party arrangement with ALG in accordance with the terms and conditions of the written agreement. The decision to renew or extend the third-party arrangement is at ALG's sole discretion and will be informed by the education agent's performance throughout the duration of their agreement.

5.5. Termination of Agents



Either party may terminate the agent agreement at any time by giving the other party 30-day notice in writing. If the education agent breaches any part of the written agreement, ALG may terminate the written agreement at any time and with immediate effect by giving written notice to the agent.

ALG may terminate an education agent agreement for various reasons, including but not limited to:

- a) the education agent acting in a manner that may be negligent, careless or incompetent;
- b) the education agent being engaged in false, misleading or unethical advertising and recruitment practices;
- c) the education agent not acting to minimise conflicts of interest and, when conflicts of interest do occur, not declaring those conflicts of interests, and thereby not acting in the best interests of the student;
- d) the education agent acting in a manner that may be non-compliant with the terms and conditions of their written agreement;
- e) the education agent being engaged in false or misleading practices that could harm the integrity of Australian education and training and/or the integrity of ALG;
- f) poor performance, including in relation to the number of students the education agent has recruited, the conversion rate of student applications to letters of offer, the visa rejection rate, the conversion rate from letters of offer to confirmed enrolments, and the success rate to course completion;
- g) the satisfaction of students regarding the education agent's services;
- h) the quality, accuracy and currency of information and advice provided by the education agent to prospective students;
- i) consistent inactivity or dormancy to recruit students for ALG within a nominated time frame at ALG's discretion; and
- j) identification of non-compliance with Australian legislative and regulatory requirements relating to the recruitment of international students.

Where any reasonable grounds for concern are identified, the representative authority from the ALG Sales Team will communicate with the agent in writing to express the situation and request a response within 10 business days. An extension may apply at ALG's discretion. The agent's response is reviewed, and a determination may be made to:

- a) maintain the relationship with the agent (observing specific conditions, if needed);
- b) suspend the agent's agreement for an undetermined or determined period or;
- c) terminate the agent's agreement.

Where ALG becomes aware, or has reason to believe, that the education agent is being negligent, careless, or incompetent, or is engaged in false misleading or unethical advertising or recruitment practices, ALG may terminate this third-



party arrangement immediately at ALG's absolute discretion with immediate effect by giving written notice to the agent, except where the behaviour was on the part of an individual employee and the Agent has terminated that relationship.

On termination of the written agreement, the education agent must:

- a) submit all applications and fees from prospective students received up to the termination date; and
- b) immediately cease using any advertising, promotional or other material supplied by ALG and return all materials to ALG within 30 days.

5.6. Change of Agency

ALG recognises that students may wish to change their education agent in some circumstances. Also, ALG acknowledges that its education agents incur expenses, including the allocation of resources to secure enrolments for ALG. As such, when an offer letter has been issued to a student, the student is not permitted to change their education agent unless:

- a) the student completes their current course and enrolls in a new course at ALG and nominates a different education agent prior to the commencement of the new course; and/or
- b) the student provides evidence to ALG that the education agent has acted negligently.

The prospective student is required to complete an online Change of Education Agency Form specifying the original education agent information (for example, agent name, consultant name, email address) and the reason for requesting the change. Supporting documents and/or evidence must be provided with the form.

The application will be assessed by the ALG Sales Team and, if approved, the Sales Team will communicate with:

- the existing education agent, to inform them of the outcome and arrangements for any future commission payment entitlements;
- the new education agency, to inform them of the outcome and arrangements for any future commission payment entitlements.

The ALG Student Experience Team will inform the student of the outcome.

Where an education agent agreement is terminated due to the misbehaviour or unethical conduct of the education agent, ALG communicates with the impacted student(s) represented by that agent and asks the student(s) to complete the Change of Agency Form and select a new education agent from the list on ALG's website.

5.7. Responsibilities of the Education Agent



In accordance with ALG's policies and the written agreement, the education agent must:

- a) adhere to the principles of the ESOS Act, the National Code and the Standards for RTOs (2015), as applicable;
- b) demonstrate knowledge of the Australian education system and the Australian Qualifications Framework;
- c) promote ALG courses and services to prospective students within the territories they are authorised to do so;
- d) ensure current, relevant, complete, and accurate pre-enrolment information is provided to prospective students;
- e) recruit and assist with the recruitment of prospective students in accordance with the policies of ALG;
- f) assist prospective students to become enrolled students and for that purpose provide all necessary information about ALG's courses and services and provide assistance with completing and submitting forms or applications to ALG;
- g) perform other services and provide reports or information requested by ALG or required by the written agreement;
- h) cooperate with the national VET regulator by providing accurate and factual responses to information requests from the national VET regulator and/or in the conduct of audits of ALG by the national VET regulator; and
- i) comply with ALG Education Agent Policy at all times.

In performing the services on behalf of ALG as its third-party agent, the education agent must:

- a) take all reasonable steps to avoid conflicts of interests with its duties to ALG as an education agent, including but not limited to conflicts where:
 - a. the education agent charges service fees to both prospective students and ALG for the same service;
 - b. the education agent has a financial interest in a private education provider; or
 - c. an employee of the education agent has a personal relationship with an employee of ALG;
- b) be transparent in its dealings with prospective students;
- c) promote ALG's courses and services with integrity and accuracy and recruit prospective students in an honest, ethical and responsible manner, and to always act in good faith and in the best interests of prospective students;
- d) ensure the education agent, its staff and any representatives have appropriate knowledge and understanding of the Australian International Education and Training Education Agent Code of Ethics and the requirements that ALG must follow as an education provider under the ESOS Act and National Code;
- e) ensure that its staff are aware of the terms and conditions of the written agreement;



- f) give ALG regular access to the education agent's staff and any representatives to provide updates of new or updated information about ALG courses, services and policies;
- g) provide ALG with the agent's contact information and provide updates to that information in a timely manner when any changes have been made;
- h) promptly provide to ALG completed applications by prospective students and ensure that only fully completed applications are submitted;
- i) accurately inform prospective students about ALG using only marketing material provided or approved by ALG;
- j) take reasonable steps to confirm the accuracy of information provided by prospective students in enrolment applications and advise ALG as soon as it becomes aware of any fraudulent information or documentation submitted in or with any prospective student application;
- k) only collect tuition fees or other fees from the prospective student as outlined in the applicable letter of offer prepared by ALG; and
- l) treat as confidential the information relating to prospective and current students and only collect, use or disclose personal information in accordance with the *Privacy Act 1988 (Cth)* and privacy laws in the country from which each student is recruited.

Prior to completing an application, the Agent must provide and inform prospective students with information pertaining to ALG that ALG has permitted the education agent to use in relation to:

- a) ALG, its campus locations and a general description of facilities, equipment, and learning resources available to students;
- b) the relevant study programs for which the prospective student is applying;
- c) the total fees and tuition fees applicable to the relevant study programs including refund conditions;
- d) minimum English language proficiency requirements, educational qualifications and work experience required for acceptance into the study programs and whether course credit may be applicable;
- e) the course content and duration, timetable, qualification offered if applicable, modes of study and assessment methods;
- f) information about the grounds on which the student's enrolment may be deferred or suspended; and
- g) relevant information about living in Australia, including indicative costs of living and accommodation options.

The education agent must not:

- a) engage in false or misleading advertising or recruitment practices including misleading comparisons with any other education provider or their courses or services or inaccurate claims regarding any association between ALG and any other education provider;
- b) provide migration advice, unless they are a qualified migration education agent under the *Migration Act 1958 (Cth)*;



- c) engage in dishonest recruitment practices, including the deliberate attempt to recruit a prospective student where this would be in conflict with ALG's obligations under the National Code;
- d) facilitate applications for prospective students who the education agent suspects may not comply with their visa requirements;
- e) charge any prospective student a fee in relation to their application or acceptance of an offer;
- f) recruit or attempt to recruit a student currently studying with another Australian education provider;
- g) suggest that a student come to Australia on a student visa for any reason other than for full-time study;
- h) recruit or attempt to recruit a prospective student who the education agent knows to have engaged the services of another education agent of ALG;
- i) sign or encourage others to sign documents, such as the application form and letter of offer, on behalf of a prospective student; or
- j) discount or modify in any way the pricing or fee structure of any part or the whole of the tuition fees or other fees set by ALG for any of its courses or services.

5.8. Responsibilities of ALG

The Sales Team is responsible for:

- a) providing its education agents with information that enables the education agent to provide their services;
- b) meeting the identified training needs of its education agents, including initial training for new agents and ongoing training for all agents;
- c) ongoing monitoring of the activities and performance of its education agents;
- d) updating RTOManager, asqanet and PRISMS upon the commencement of a new agreement, the cessation of an existing agreement or where changes in the agency's information is identified.

The Admissions Team is responsible for assessing completed applications from prospective students in accordance with ALG's service standards.

The Compliance Team is responsible for conducting periodic quality assurance checks of the education agent records in RTOManager, asqanet and PRISMS in accordance with the Calendar of Compliance.

5.9. Notifying the Regulator

ALG notifies the VET regulator of:

- a) any written agreement entered into for the delivery of services on its behalf, within 30 calendar days of that agreement being entered into or prior to the obligations under the agreement taking effect, whichever occurs first; and



- b) the agreement coming to an end, within 30 calendar days of the agreement ending.

5.10. Notifying Students

ALG notifies prospective and current students of its education agents through the publication of a register on the ALG website.

6. Definitions

The definitions of key terms relevant to this document are contained in the ALG Glossary.

7. Related Documents

- i. Calendar of Compliance
- ii. Compliance Policy and Procedure
- iii. Written Agreement Policy
- iv. Marketing Information and Practices
- v. Complaints and Appeals Policy and Procedure
- vi. Management Meeting Policy and Procedure

8. Document Information and Review

Version	Date Effective	Approved by	Amendment	Date of next scheduled review
4.0	1 July 2022	Director of Studies and Quality Assurance	<ul style="list-style-type: none">Update of the education monitoring process	1 July 2025
5.0	31 October 2022	Director of Studies and Quality Assurance	<ul style="list-style-type: none">Inclusion of the requirement to notify the regulator within 30 calendar days according to Clause 8.3 of the Standards for RTOs 2015Outline of specific responsibilities of the Sales Team, the Admissions Team and the Compliance TeamConsolidation of the policy and procedure into a singular document.	31 October 2025