**EDUCATION AGENT AGREEMENT FOR THE RECRUITMENT OF OVERSEAS STUDENTS FOR AVC**

**Date:** DD/MM/YYYY

**BETWEEN** **AUSTRALIS VOCATIONAL COLLEGE PTY LTD**

 **ABN Number 51 643 016 059**

**AND Agent Name:** [Agent Name]

**ABN:** [Enter ABN]

**BACKGROUND**

AUSTRALIS VOCATIONAL COLLEGE wants to recruit full - time overseas students to study at AVC.

The *Education Services for Overseas Students Act 2000* (“the ESOS Act”) imposes certain obligations and requirements on the providers of education and training courses to overseas students and those providers’ agents, including the obligations set out in the *National Code for Registration Authorities and Providers of Education and Training to Overseas Students 2007(“*the National Code’*)*.

AVC is registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) as part of the ESOS Act requirements under CRICOS Code No. 03595K.

The Agent provides services of recruiting suitable prospective students for enrolment and study in Australia.

AVC have current operations in Parramatta .

AVC wants to engage the Agent as its representative in the Territory.

The Agent is aware of the requirements of the ESOS Act and the National Code and has agreed to comply with those requirements.

1. In this Agreement:

**AGREEMENT DEFINITIONS**

**‘Agent’s Commission’** means the commission rate payable on tuition fee only under Item 3 of Schedule 1;

**‘Marks’** means logos, trademarks, designs, and crests that belong to or carry the name of AVC;

**‘PRISMS’** means the Provider Registration and International Students Management System (the electronic system that holds CRICOS and the electronic confirmation of enrolment);

**‘Program Fee’** means the tuition and other fees set by AVC for the Programs;

**‘Programs’** means the full time registered programs offered by AVC and registered on CRICOS;

**‘Prospective student’** means a person (whether within or outside Australia) who intends to become, or who has taken any steps towards becoming a Student at AVC

**‘Services’** means the services described in clauses 19, 20, 21 and 22;

**‘Student’** means an 'overseas student' as defined in the ESOS Act;

**‘SSVF’** means Simplified Student Visa Framework

**‘Term**’ means the period set out in Item 1 of Schedule 1

**‘Territory’** means the countries or regions set out in Item 2 of Schedule 1

**‘Exclusive agent’** means premium agent in one area who coordinates with other agents in the area.

1. In this Agreement, unless the contrary intention appears:
2. headings are for ease of reference only and do not affect the meaning of this agreement;
3. the singular includes the plural and vice versa and words importing a gender include other genders;
4. other grammatical forms of defined words or expressions have corresponding meanings;
5. money is in Australian dollars unless otherwise stated and a reference to 'A$', 'AUD', '$%', 'dollar' or '$' is a reference to Australian currency; and
6. Schedule 1 to this Agreement forms part of the Agreement, but if there is any conflict between a clause of this Agreement and the Schedule, the clause of this Agreement will prevail.

**ENGAGEMENT OF THE AGENT**

1. AVC engages the Agent to be its representative to perform the Services in the Territory.
2. This is a non-exclusive agreement. AVC may appoint other Agents in the Territory.
3. The Representative cannot promote AVC outside the Territory (Territory as outlined in Item 1 of Schedule 1 of the contract) or perform the services outside the Territory, without AVC prior written consent.
4. If the Representative wishes to expand the Territory the Representative must make a written submission to AVC no later than thirty days before the recruitment of Prospective Students in the new territory is planned to start. AVC is under no obligation to recognize the Representative’s new territory or accept applications for enrolment from Prospective Students recruited by the Representative in the new territory.

**MAIN RESPONSIBILITIES OF THE AGENT**

1. Under this Agreement, the Agent must:
2. Have a full understanding of the Australian student visa regulations and procedures, including simplified student visa framework (SSVF). More information on Australian student visas and SSVF can be found from the links below: <https://www.homeaffairs.gov.au/trav/visa-1/500->
3. Ensure all applicants for AVC Courses are both Genuine Temporary Entrants and Genuine Students, in order to maintain the integrity of the Australian student visa program, and to ensure AVC only recruits high quality genuine and temporary students.
4. Promote AVC and the Programs in the Territory; in accordance with AVC policy and procedures recruit and assist in the recruitment of prospective students to undertake the Programs;
5. Provide prospective students with all necessary information about the Programs, AVC facilities and services and assistance in completing and submitting application forms to AVC;
6. Make sure students meet the English language requirements under the relevant Australian migration regulations.
7. Ensure that any assessment of the educational background and suitability of applicants are undertaken by suitably qualified staff.
8. Provide additional training of staff as required and as appropriate, to fulfil this above requirement, and Perform any other services and provide any reports or information requested by AVC or required by this Agreement.
9. Participate in AVC’s agent monitoring activities.
10. Provide accurate and factual responses to information requests from the VET Regulator relevant to the delivery of services and in the conduct of audits and the monitoring of its operations.

**DETAILED OBLIGATIONS OF THE AGENT**

1. In performing the Services, the Agent must:
	1. Comply with the requirements and expectations of education agents as specified in Standard 4.3 National Code of Practice 2018 to:
* declare in writing and take reasonable steps to avoid conflicts of interests with its duties as an education agent of the registered provider
* observe appropriate levels of confidentiality and transparency in their dealings with overseas students or intending overseas students
* act honestly and in good faith, and in the best interests of the student
* have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics
	1. Promote the Programs with integrity and accuracy and recruit prospective students in an honest, ethical and responsible manner;
	2. Provide students with accurate and up to date information regarding AVC courses and services
	3. Assist to uphold the high reputation of AVC and of the Australian international education sector;
	4. Inform prospective students accurately about the requirements of Programs using only material provided by AVC;
	5. Advise prospective applicants on:
* Academic programs available including course structure, contact hours, delivery modes, locations and outcomes
* Academic entry requirements for each program
* English language proficiency requirements
* Financial capacity
* Pre-requisite Schooling;
* Age Requirements;
* Intention to comply with visa conditions
* Department of Home Affairs (DHA) requirements of Genuine Temporary Entrant (GTE) and Genuine Student assessment criteria to ensure to ensure that AVC complies at all times with the DHA requirements.
* Tuition fees, OSHC and living costs associated with studying in Australia
* AVC’s admissions process and that AVC may undertake further screening of the student to determine Genuine Temporary Entrant and Genuine Student, and
* In order to identify risks in their student recruitment processes, AVC may interview prospective students about their intentions for studying in Australia
	1. Take steps in confirming the accuracy of the information provided by prospective students in the application;
	2. Ensure that AVC’s Student Application Checklist form is completed and signed by designated agency staff before submitting the application to AVC
	3. Ensure that only signed and completed applications are submitted to AVC;
	4. Assist prospective students to complete visa applications;
	5. Ensure that relevant fees and charges and supporting documentation accompany each application and acceptance of offer documents;
	6. Provide any offer documents received from AVC to the prospective student within 24 hours of receiving the offer documents;
	7. Provide AVC with market intelligence about the recruitment of prospective students in the Territory; and
	8. Only undertake promotional and marketing activities involving AVC that have been approved by AVC
	9. Act in accordance with AVC policies and procedures and directions given by AVC
	10. Comply with the Australian International Education and Training Agent Code of Ethics (ACE) at all times
1. Before prospective students complete an application, the Agent must give them information provided to the Agent by AVC about:
	1. AVC and its facilities, equipment and learning resources;
	2. the Programs, including course content and duration, qualifications offered, modes of study;
	3. the minimum level of English language ability and educational qualifications required for acceptance into the Program;
	4. visa requirements which must be satisfied by the student including English language proficiency levels;
	5. Attendance/course progress requirements and requirements to complete studies before student visa expire.
	6. the Program Fees and refund policy; and
	7. living in Australia and the local environment of the relevant campus, including information about campus location and costs of living;
2. The Agent must advise prospective students that:
	1. students who come to Australia on a student visa must have a primary purpose of studying and are expected to complete the course within the expected duration; and
	2. Any accompanying school age dependents must pay any relevant fees if enrolling in either government or non- government schools.
3. Unless AVC otherwise agrees, the Agent must bear the cost of advertising and promotional activities undertaken by the Agent under this Agreement.
4. Where appropriate and when invited, the Agent must provide AVC with inputs for their Annual Business Plan and participate in the setting of targets.
5. Agree to being regularly monitored for performance and activities and a review of on an annual basis.
6. The Agent must terminate any agreement with an employee or contractor if the Agent becomes aware of, or reasonably suspect, 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 or any of the other dishonest practices outlined above. Failure to terminate the employee or contractor in line with this clause will result in this Agency agreement being terminated.
7. The Agent must sign the declaration that the Agent will comply with the Australian International Education and Training Agent Code of Ethics (ACE) at all times

**WHAT AVC MUST DO**

1. AVC is responsible at all times for compliance with the ESOS Act and National Code of Practice 2018
2. AVC must:
	1. give the Agent sufficient information to enable the Agent to undertake the Services;
	2. Assess completed applications from prospective students within a reasonable time of receipt.
3. AVC will ensure the agent will be provided with the latest Marketing Material, Posters and Promotion material. (All agents must ensure they use the latest Marketing material supplied and destroy the older version if they have any)
4. AVC will maintain regular contact with agent to ensure that they are kept up to date with all relevant information in relation to the provision of services.
5. AVC will advise the agent as soon as practicable of changes to the legal or regulatory conditions for Australian student visa requirements.
6. AVC will provide agent with ongoing training through various media, such as online training, in-person training sessions, Teleconferences and newsletters to advise agents of updated requirements, training materials and contact details.
7. AVC encourages agent to contact AVC Admissions regarding the status of student applications.
8. As part of keeping agents up to date, AVC encourages and supports visits to AVC as much as possible. Such visits will include AVC’S campus tours, product knowledge briefings by subject experts and briefings of AVC procedures including Admissions.
9. AVC will provide agents with a comprehensive briefing pack that includes items such as the following:
	* Standards under the Education Services for Overseas Students (ESOS) Act 2000 and
	* the National Code of Practice 2018 (See: https://aei.gov.au/RegulatoryInformation/Pages/Regulatoryinformation.aspx;
	* programs offered at the education provider including entrance requirements
	* English language proficiency requirements and key dates;
	* course information
	* promotional materials;
	* AVC’s tuition fees, and
	* AVC’s refund policy and credit transfer policy.
10. AVC is not bound or liable to accept any prospective student referred by the Agent if AVC reasonably suspects the Agent is engaging in unethical recruitment practices. This includes:
	* agents providing migration advice, unless that education agent is authorised to do so under the Migration Act 1958
	* education agents that have engaged in, or have previously engaged in, dishonest recruitment practices, including the deliberate attempt to recruit a student where this clearly conflicts with the obligations of Registered Providers under Standard 7 (Overseas student transfer)
	* education agents using PRISMS to create CoEs for other than bona fide students or facilitating the enrolment of overseas students while knowing that the overseas student will not comply with the conditions of their student visa
11. AVC will immediately take corrective action or terminate the agreement with the Agent if it becomes aware of the 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.
12. AVC will terminate the agreement with the Agent if it 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.
13. AVC will ensure the agent will be provided with the latest Marketing Material, Posters and Promotion material. (All agents must ensure they use the latest Marketing material supplied and destroy the older version if they have any).
14. AVC is obligated to provide information about the education agent to Commonwealth, state or territory government agencies which may include ASQA audits or any other request made to AVC.
15. AVC will take corrective action if the agent does not comply with its obligations under this written agreement as outlined in Standard 4.4 National Code of Practice 2018.

Corrective action will include:

* + immediate suspension of all rights until the issue is resolved.
	+ an internal investigation will be undertaken to determine the severity of the issue or breach
	+ Suspension of all future payments.
	+ The RTO will work with all bona fide agents to ensure any issue are resolved as quickly as possible.

 The RTO will document the issue and corrective measures and place a copy on the agents file. Repetitive breaches related to the same matter will result in the agreement being terminated.

1. AVC will terminate the agent agreement as per National Code of Practice Standard 4.5 where there is evidence that the Agent has engaged in false or misleading information

**AGENT MONITORING**

1. AVC will monitor and review the performance of its approved education agents continuously through the following methods:
	1. New Student Agent Feedback Form/ Student Feedback Form
	2. Ongoing and consistent contact with agents via telephone and email.
	3. Regular training of agency staff of regulatory requirements including ESOS and National Code requirements, and product knowledge updates.
	4. Regular scrutiny of agent websites for accuracy and currency of information relating to AVC
	5. Regular provision and re-stocking of AVC promotional material.
	6. Conducting checks on the agent’s performance and reputation, for example with other education providers, the agent’s referees, the relevant Australian Embassy or Australian Education International (AEI)
	7. Include a review of:
* Agreed targets
* Conversion rates
* Course applications
* Contract conditions implementation
* Communication
* Performance comparison against other approved education agents
* Organisational or operational changes that impact on recruitment
* Compliance
* Other areas
1. AVC monitors, reviews and records the performance of its approved agents through a number of documents:
	1. New Student Agent Feedback Form
	2. Annual Analysis of Agent Application Reports
	3. Student Feedback Form
	4. Student retention and progression rates
2. The monitoring procedure is designed to ensure that AVC is using reputable agents. The outcome of any monitoring will form part of the input to the annual review meeting.

**PROVISIONAL AGREEMENT**

1. AVC will sign a provisional agreement with agents whose reference check is not complete.
2. The duration of the provisional agreement will be 3 months and it will be reviewed at the end of 3 months.
3. A formal agreement will be issued after ensuring satisfactory performance of the agent.
4. Agent is eligible to claim commission in their provisional period.

**ANNUAL REVIEW**

1. AVC is to contact the Agent to arrange a review meeting on or about the anniversary of this signing of this agreement.
2. All education agents must submit a report of their activities prior to the meeting. This report is to outline the promotional activities that have been undertaken on behalf of AVC and include any students that have been contacted or recruited to enrol with AVC.
3. The Agent agrees to participate in an annual review meeting or a review meeting if the Agent is suspended for suspected breach of this agreement to assess their business performance and ethical standards against this agreement. The review will include:
4. AVC is to contact the Agent to arrange a review meeting on or about the anniversary of this signing of this agreement or when AVC becomes aware of a suspected breach of this agreement. The Agent must agree to a date within 2 working weeks of the request to attend a meeting. The meeting will either be face to face or via a telephone conference if geography prohibits face to face contact.
5. This meeting will cover:
	1. Review of business generated by this agency agreement including numbers of students referred, enrolled and continuing at AVC supplied by the agent.
	2. Student retention and progression rates report for students recruited by the agency
	3. Issues arising as a result of introductions by the agency
	4. Review of market and factors and trends affecting the recruitment of students.
	5. Feedback based on:
	6. Student arrival questionnaires on the quality of service provided by the agent
	7. Information provided by other parties that have had cause to interact with the agent.
	8. Any ethical or other issues that have arisen
	9. Agent’s analysis of the market place in their Territory
	10. Current practices and issues arising
	11. Ensure current marketing materials are being used
	12. Statement of versions of AVC marketing material being used including but not limited to the marketing brochure and pre-enrolment material
	13. Undertake new/existing product briefings, including course requirements for entry etc.
	14. Inspect the premises to ensure that an appropriate image is presented
	15. Meet with counsellors to assess their performance in advising students
	16. Review the display of AVC promotional materials
	17. Assess the agent’s knowledge of and conformance with the “National Code” and other legislative requirements relating to the provision of their services.
	18. Wherever practicable, the AVC Agent Visit Form is completed at least once a year for each agent by AVC
	19. Marketing staff during their agent meetings. This form is filed with the Agent Agreement
	20. Discuss any issues or concerns
	21. Discuss the agent’s plans for marketing activities in the following 12 months

 **CONTINUATION OF AGREEMENT**

1. Following the review meeting the Marketing Manager will make a recommendation on the continuing relationship between AVC and the Agent. The Marketing Manager will classify the Agent as
	1. Recommended for ongoing agreement
	2. Recommended for termination as AVC agent
	3. Recommendation for continuation, but with specific requirements or special arrangements for any given period in relationship to behaviour, working practices or special arrangements for any given period.
2. If the Agent is recommended for a conditional renewal or termination, then the decision will be referred to the CEO for final determination.
3. If the CEO approves the recommendation, then the Agent relationship will either be terminated or renewed together with a warning letter.

**ACTIONS CONTRAVENING THIS AGREEMENT**

1. The Agent must not:
	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;
	2. Engage in actions that may bring the Australian education system into disrepute
	3. Facilitate applications for prospective students who do not comply with visa requirements;
	4. Provide prospective students with ‘immigration advice’ as defined in the Migration Act 1958 unless the Agent is separately registered under that Act;
	5. Give a prospective student inaccurate information about:
		* + The Program Fee payable to AVC; or
			+ His or her acceptance into a Program;
	6. Receive or bank the Program Fee payable to AVC by a prospective student or deduct any amount from the Program Fee payable by the prospective student unless set out in agreement with AVC
	7. Make any representations or offer any guarantees to prospective students about the likelihood of obtaining a student visa;
	8. Engage in false or misleading advertising or recruitment practices;
	9. Make any false or misleading comparisons with any other education provider or their programs or make any inaccurate claims regarding any association between AVC and other education providers;
	10. Undertake any advertising or promotional activity about the Programs or AVC without the prior written consent of AVC
	11. Commit AVC to accept any prospective student into a Program;
	12. Use or access PRISMS without the prior written consent of AVC;
	13. use or access PRISMS to create a confirmation of enrolment for other than a bonafide student
	14. Use any registered or unregistered Mark without the prior written consent of AVC
	15. Actively recruit, or attempt to recruit, Prospective Students that the Representative knows to have engaged the services of another official representative of AVC or unless agreed with AVC
	16. Sign or encourage or allow others to sign, official documents such as the application form, on behalf of a prospective Student or Student. The Student’s signature that appears on all official documents must be the same signature as that which the Prospective Student used when signing the AVC application form.
	17. Agent acknowledges that AVC works with other agents.
2. Corrective Action
	1. In the event that AVC becomes aware or has reason to believe the education agent or an employee or a subcontractor of that education agent has not complied with the education agent’s responsibilities under Standards 4.2 and 4.3 National Code 2018, AVC will take immediate corrective action.
3. The Agent must keep confidential
	1. all information provided by AVC, other than to the extent disclosure is required to perform the Services in accordance with this Agreement; and
	2. The terms of this agreement

**CORRECTIVE ACTIONS**

Corrective action will include:

* Immediate suspension of all rights until the issue is resolved.
* An internal investigation to determine the severity of the issue or breach.
* Suspension of all future payments.
* The RTO will work with all bona fide agents to ensure any issue are resolved as quickly as possible.
* The RTO will document the issue and corrective measures and place a copy on the agents file. Repetitive breaches related to the same matter will result in the agreement being terminated.

**CONFIDENTIALITY**

1. The Agent must keep confidential
	1. all information provided by AVC, other than to the extent disclosure is required to perform the Services in accordance with this Agreement; and
	2. The terms of this agreement
2. Subject to the other provisions of this clause, AVC must pay the Agent’s Fee for each student who:
	1. is recruited by the Agent;
	2. is enrolled and has commenced in a Program; and
	3. has paid the Program Fee to AVC; and
	4. has commenced the Program; and
	5. Has NOT, subsequent to commencing the program, been fully refunded the program fees.
3. An Agent is regarded as having recruited a student under this Agreement if the Agent submits the student's application for enrolment and that application also bears the Agent's name.
4. An Agent’s Fee is not paid where the student applies to enrol directly to AVC.
5. This applies when the course withdrawal request is submitted to AVC; the agreed remaining tuition fee student has paid after negotiation will not be payable for commission.
6. The Agent must not collect any fees (in form of draft / cheque or cash) on behalf of AVC and must not deducted his commission upfront unless in agreement with AVC
7. The Agent must submit an invoice for payment of its fee to AVC. AVC reserves right to deduct any bank charges if payable agent fee is requested to be transferred to an overseas bank.
8. Agent commission is only payable on tuition fees paid. Agent cannot claim commission on enrolment fees and material fees.
9. Commission is payable only on “first year tuition fees” paid by offshore student to obtain the COE/COEs in case of package program. Agent can claim the commission only after the student enrols in course especially if it’s a packaged course. Agent acknowledges the commission is paid only for the first year of the enrolled course.
10. Commission is payable only on “tuition fees” paid by onshore student for each term of their enrolled course not for any future courses. AVC must pay the fees payable under this clause within 30 days of receipt of a valid invoice from the Agent. Agent have to send the invoice within 30 days of the enrolment. Agent can claim the commission only after the student enrols in course especially if it’s a packaged course.
11. Agent must return the commission paid in advance back to us in case of student’s visa refusal and/or withdrawal during the course and where the student is requesting for a refund.
12. Agent must invoice within 30 days after the enrolment of the student, no commission is paid if the invoice is received after 3 0days of the student enrolment. College will pay the invoice within 28 days of receiving it.

**AGREEMENT TERMINATION**

1. Either party may terminate this Agreement at any time by giving the other party 30 days prior written notice.
2. AVC will immediately write to the Agent suspending this Agreement pending a review see Review Meeting above.
3. If AVC becomes aware of the Agent breaching any provision of this Agreement or the agent is identified as 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,
4. AVC will immediately terminate this Agreement at any time and with immediate effect by giving notice to the Agent if the Agent has or is suspected to have breached any material provision of this Agreement including submitting to AVC applications where more than 10 percent of the:
	* Prospective Students do not meet AVC’s GTE screening process; or
	* Visa refusals are received
5. Where the Agent has been suspended, no applications will be accepted from the Agent and all payments will be suspended until the review process is complete.
6. On termination of this Agreement, the Agent must:
	1. Submit all applications and fees from prospective students received up to the termination date; and
	2. Immediately cease using any advertising, promotional or other material supplied by AVC and return all material to AVC by registered mail or a reputable international courier.
7. The termination of this Agreement by either party does not affect any accrued rights or remedies of either party.
8. Agents may appeal the non-renewal of Agent Agreements. Agents must address their appeal in writing with any supporting documentation to the CEO who will review the appeal and conclude if the agent is eligible for probationary extension of agency agreement valid for 3 to 6 months.

**ASSIGNMENT AND SUBCONTRACTING**

1. The Agent must not assign this Agreement or any right under this Agreement without the prior written consent of AVC (which may be withheld at its discretion).
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 AVC (which may be withheld at its discretion).
3. Despite any subcontract, the Agent remains liable for performing its obligations under this Agreement.
4. The Agent must terminate any agreement with a sub-contractor if they become aware of, or reasonably suspect, 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.

**NOTICES**

1. Notice under this Agreement must be in writing and sent by prepaid airmail, facsimile, or electronic mail to the party at the address set out in Item 4 of Schedule 1, or other address notified under this clause.
2. A party changing its address, facsimile number or electronic mail address must give notice of that change to the other party.

**ENTIRE AGREEMENT**

1. This Agreement and its schedules:
	1. constitutes the complete and full agreement between the parties as to its subject matter; and
	2. In relation to that subject matter, replaces and supersedes any prior arrangement or agreement between the parties.

**VARIATION**

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

**GOVERNING LAW**

1. This Agreement is governed by and construed in accordance with the law in force in the State of New South Wales, Australia.
2. The parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia and the Federal Court of Australia

**SCHEDULE 1**

**Item 1: Term of Agreement (Start Date – End Date)**

**Item 2:** **Territory**

Please specify: [Enter Territory]

**Item 3:** **Agent’s Fee**

|  |
| --- |
| **A commission rate of 20% payable on tuition fee for Onshore/Offshore students**  |

**Item 4:** Addresses for notices

|  |  |  |
| --- | --- | --- |
| Name: | **AVC** |  **[Agent Name]** |
| Attention: | Marketing Officer |  [Contact Person] |
| Contact Address: | 87 Fennell Street,North Parramatta NSW 2151 | [Full Address] |
| Telephone: | +61 (02) 9687 3323 |  [Phone Number] |
| Email |  admission@avc.edu.au |  [Email] |

|  |  |
| --- | --- |
| **SIGNED for AVC** | **SIGNED for Agent** |
| Name of officer (print) FIONA LIEW  | Name of officer (print)  |
| Position Held**CHIEF EXECUTIVE OFFICER**  | Position Held  |
| SIGNED for AVC | SIGNED for Agent |
|  Date:  |  Date:  |
| SIGNED by Witness: | SIGNED by Witness: |
| Name of Witness (print) | Name of Witness (print) |

**PLEASE NOTE:**

* 1. No commission is payable on overseas student health cover, application fees, and enrolment fees or other non- tuition fees or charges incurred by a student referred to AVC.
	2. Commissions are payable to the Agent when:
		+ The student fully pays the non-refundable enrolment fee and tuition fee due on commencement, based on the prices set out in AVC’s current published tuition fee rates, and
		+ The student has enrolled and commenced the relevant course of study at AVC.
	3. The Agent will be entitled to commission only for the course(s) for which the Agent initially referred the student to AVC