



Advocate Training

**CRICOS Policies and
Procedures**

Agent Management

Advocate Training will appoint Agents to be non-exclusive representatives and to perform the services for the terms set out in an agreement referred to as an Agent Agreement. Each Agreement will be a non-exclusive Agreement and the Agent acknowledges that Advocate Training may appoint other representatives as it so chooses.

Advocate Training will make each Agent aware of the requirements of the Migration Act 1958, ESOS Act (2000) and the National Code of Practice for Providers of Education and Training to Overseas Students 2018 and the Agent will undertake to comply with all regulatory and statutory requirements under any Agreement reached. The specific requirements of Advocate Training and the Agent will be contained in a written agreement signed by both parties.

Agents Obligations

The Agreement will set out the following obligations of the Agent:

- Under the Agreement the Agent must:
 - Promote Advocate Training and its courses in the countries/regions specified in the agent agreement;
 - Recruit and assist in the recruitment of prospective students to undertake courses at Advocate Training in accordance with the policies of Advocate Training;
 - Provide prospective students with any necessary information required under the ESOS Act including information about the courses, facilities and services of Advocate Training;
 - Assist in completing and submitting application forms to Advocate Training.
- In performing the Agent's services, the Agent must:
 - Act honestly and in good faith, and in the best interests of the student;
 - Declare any real or perceived conflicts of interest. Examples of conflict of interest include, but are not limited to:
 - when the agent charges service fees to both overseas students and registered providers for the same service;

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- where an education agent has a financial interest in a private education provider; or
- where an employee of an education agent has a personal relationship with an employee of the education provider.
- Promote Advocate Training with integrity and accuracy and recruit prospective students in an honest and ethical manner;
- Inform prospective students accurately about the requirements of Advocate Training using only material provided or approved by the college;
- Have appropriate knowledge and understanding of the international education system in Australia, including the Australian International Education and Training Agent Code of Ethics ([Click](#));
- Take reasonable steps to confirm the accuracy of information provided by prospective students in the application;
- Ensure that only signed and completed applications are submitted to Advocate Training;
- Ensure that relevant fees, charges and supporting documentation accompany each application and acceptance of offer documents;
- Provide any offer documents received from Advocate Training to the prospective student within 48 hours of receiving the offer documents; and
- Only undertake promotional and marketing activities involving Advocate Training that have been approved by Advocate Training.
- As per the requirements of the ESOS Act, the Agent must not engage in dishonest practices, including:
 - Recruiting or attempting to recruit a student currently studying with another Australian education provider;
 - Suggesting that a student come to Australia on a student visa for any reason other than for full time study;
 - Facilitate the enrolment of students who the Agent believes will not comply with the conditions of their student visa;
 - Use PRISMS to create eCoEs for other than bona fide students; or

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- Provide prospective students with immigration advice unless the agent is a separately registered migration agent (Migration Act 1958).
- In addition to the above requirements, the Agent must not:
 - Engage in false or misleading advertising or recruitment practices including misleading comparisons with any other education providers, their courses or inaccurate claims regarding any association between Advocate Training and any other education providers;
 - Facilitate applications to students who do not meet the visa criteria or make any guarantees about the likelihood of obtaining a student visa;
 - Give false or misleading information relating to course fees payable or acceptance into a course;
 - Receive or bank course fees payable to Advocate Training by a prospective student or deduct any fees from the amount payable by the student to Advocate Training;
 - Commit Advocate Training to accept any prospective student into a course;
 - Use or access PRISMS without the prior written consent of Advocate Training;
 - Sign or encourage others to sign official documents, such as the application form, on behalf of the prospective student; and
 - Submit an application to Advocate Training on behalf of a student if the Agent is aware the prospective student has applied to another education provider.

Maintaining a record of Education Agents

Advocate Training is to maintain a register of its current and past Education Agents. This must record the details of the agreement with the agent and serve as a point of reference to determine the status of an Education Agent. Also, Advocate Training must include the details of its appointed Education Agents on its website to provide a point of reference for prospective students to verify that the agent is duly appointed by Advocate Training.

Advocate Training must also enter and maintain education agent details in Provider Registration and International Student Management System (PRISMS). The following 'how to' guide is helpful to working in PRISMS to achieve this: [Click](#).

Assignment and Sub-contracting

The Agent must not assign their agreement or any right under the Agreement without the prior consent of Advocate Training. Apart from sub-contractors which are approved under the Agreement, the Agent must not sub-contract to any person the performance of any of its obligations under the Agreement without the prior consent of Advocate Training. Despite any sub-contract, the Agent remains liable for performing its obligations under the agreement.

Monitoring Education Agents

The Office Manager is to no less than every 4 months undertake a teleconference or videoconference with each appointed education agent. The purpose of this engagement is to monitor the activities of the education agent and ensure their practices are aligned with the obligations outlined above. Specifically, this regular engagement is to address the following points:

- review of the agent's recent activity and initiatives to promote the services of Advocate Training with integrity and accuracy;
- review any changes to administrative processes internal to Advocate Training;
- review any changes to marketing material or course information that impacts on the activities of the agent; and
- discuss future course schedules and student capacity.

The Office Manager is also to undertake spot checks on the agent's premises and promotional events on an annual basis.

At the commencement of each student's enrolment, the student will be invited to provide feedback about their recruitment experience with the agent using a Recruitment Experience Questionnaire. The interview will be conducted by a suitable staff member.

Disclosing information about Education Agents

Advocate Training may disclose information about the education agent to Commonwealth or state or territory agencies under the following circumstances:

- Advocate Training believes or reasonably suspects that the Agent is negligent, careless or incompetent or is engaged in false misleading or unethical advertising or recruitment practices;
- Advocate Training has received a written request for information from Commonwealth or state or territory agencies;

- During the conduct of audits and / or monitoring of Advocate Training operations by the National VET Regulator; and
- Where there is a statutory obligation to do so such as Section 4.1 of the National Code of Practice for Providers of Education and Training to Overseas Students 2018.

Corrective Action

If at any point during the term of the Agreement, Advocate Training believes or reasonably suspects that the Agent is negligent, careless or incompetent or is engaged in false misleading or unethical advertising or recruitment practices, the Agreement may be terminated under the terms set out in the termination clause of the agreement.

Where behaviour of the Agent is of a less serious nature and does not involve negligent, careless or incompetent behaviour or false misleading or unethical advertising or recruitment practices, Advocate Training may decide at its discretion to engage in alternative corrective action with the Agent. These alternative corrective actions may include but are not limited to:

- Remote performance counselling;
- On-shore training for the Agent; and/ or
- Requiring the Agent to complete the AEI on-line Agent Training Course.

Terminating the Agreement

Either party may terminate the agent agreement at any time by giving the other party 30 days' notice in writing. If the Agent breaches any part of this Agreement, Advocate Training may terminate the Agreement at any time and with immediate effect by giving written notice to the agent.

If the Agent is believed to have acted with negligent, careless or incompetent behaviour or is engaged in false misleading or unethical advertising or recruitment practices, Advocate Training will immediately terminate the Agreement with immediate effect by giving written notice to the agent except where the behaviour was on the part of an individual employee or sub-contractor of the Agent and the Agent has terminated that relationship.

On termination of the Agreement, the Agent must:

- Submit all applications and fees from prospective students received up to the termination date; and
- Immediately cease using any advertising, promotional or other material supplied by Advocate Training and return all materials to Advocate Training within 30 days.

Dispute Resolution/Mediation

In the event of any grievance or disputed decision the Agent can access Advocate Training's Complaints and Appeals Policy. If the matter cannot be resolved through use of Advocate Training's Complaints and Appeals Policy, each party has the right to seek a resolution under common law within the courts of New South Wales.

