

**ST MICHAEL'S COLLEGIATE SCHOOL
EDUCATION AGENT REPRESENTATIVE AGREEMENT**

Date	
School (The School)	St Michael's Collegiate School, ABN 75 471 713 846, CRICOS Provider Code 00482K, 218 Macquarie Street, Hobart, Tasmania 7000, Australia
Agent legal name	
Agent ABN / company registration number	
Agent address, phone, website and primary contact email	
Approved countries / regions	

1. Purpose and appointment

The School appoints the Agent on a non-exclusive basis to promote the School and recruit suitable prospective overseas students from the approved countries or regions stated above.

The Agent is not authorised to bind the School, make offers of enrolment, vary fees, approve refunds, give migration advice unless legally authorised to do so, or make statements not approved by the School.

For a student or prospective student under 18 years of age, references to the student include the student's parent or legal guardian where the context requires.

2. Term and review

This Agreement commences on the date of last signature and continues for two years unless terminated earlier.

The Agreement will be reviewed annually, and in any event before renewal, by the Registrar and Head of International Relations or their delegates. The Agreement may be renewed only where the Agent demonstrates ongoing compliance and the School confirms renewal in writing.

The School may update this Agreement or the Education Agents Policy at any time to reflect legislative, regulatory or organisational change. Material changes will be notified to the Agent and may require written acknowledgement or execution of a variation.

3. Policy incorporation and acknowledgement

The Education Agents Policy is incorporated into this Agreement. The Agent must comply with that policy, as amended from time to time, together with this Agreement and all applicable laws.

The Agent acknowledges that the policy sets out detailed operational requirements for engagement, conduct, monitoring, commission restrictions, approved agent publication, records and compliance.

The Agent must ensure its directors, officers, employees, counsellors, contractors, sub-agents and any other persons involved in recruitment activity for the School read, understand and comply with the Education Agents Policy and this Agreement.

If there is an inconsistency between the policy and this Agreement, the stricter compliance obligation applies unless the School confirms otherwise in writing.

4. Agent obligations

The Agent must:

- act honestly, ethically, professionally and in the best interests of prospective and enrolled overseas students;
- uphold the reputation of the School and Australia's international education sector;
- comply with the ESOS Act 2000 (Cth), ESOS Regulations, Migration Act 1958 (Cth), National Code of Practice for Providers of Education and Training to Overseas Students 2018 as amended, privacy and child safeguarding requirements, and all other applicable laws;
- comply with Standards 1 to 4 of the National Code and any other Standard relevant to its recruitment activities;
- use only current and approved School marketing, fees, enrolment and course information;
- provide accurate, current and complete information to students and parents or guardians about the School, courses, fees, refund arrangements, living in Australia, boarding, welfare, entry requirements, visa responsibilities and student obligations;
- take reasonable steps to verify the authenticity and completeness of information and documents provided by prospective students and parents or guardians;
- ensure that health, learning, disability, behavioural, welfare, guardianship, visa and prior-study information relevant to the School's assessment is disclosed accurately and promptly;
- submit only complete applications that have been properly authorised by the student or, where applicable, the student's parent or legal guardian;
- forward School offer and acceptance documents to students and parents or guardians promptly and without alteration;
- cooperate with the School's monitoring, audits, training, corrective actions, investigations, information requests and regulatory reporting obligations;
- notify the School immediately of any complaint, suspected breach, conflict of interest, misleading conduct, unauthorised sub-agent activity, or regulatory issue relevant to the Agent's recruitment activities for the School;
- keep records sufficient to evidence compliance with this Agreement and provide them to the School on request.

5. Prohibited conduct

The Agent must not:

- engage in false, misleading, deceptive, dishonest, unethical or high-pressure recruitment practices;
- recruit, or attempt to recruit, a student in circumstances that would breach the National Code, including the commission restrictions for onshore transfers;
- suggest that a student apply for a student visa for any purpose other than genuine full-time study;
- facilitate enrolment of a student the Agent believes will not comply with visa conditions or is not a genuine student;
- make visa, enrolment, scholarship, boarding or outcome guarantees;

- give migration advice unless legally authorised under Australian law to do so;
- bank, receive, offset, withhold or deduct tuition fees or non-tuition fees payable to the School unless the School has given prior written approval;
- sign, alter, submit or encourage another person to sign official documents on behalf of a student, except where signed by a parent or legal guardian for a student under 18;
- use or access PRISMS unless the School gives prior written approval;
- represent that the Agent has authority beyond this Agreement;
- use unapproved, outdated or altered marketing materials;
- appoint, use or pay sub-agents or contractors for School recruitment activities unless expressly approved in writing by the School.

6. School obligations

The School will provide the Agent with current information reasonably required to perform recruitment activities, including approved marketing materials, course information, fee information and relevant policy requirements.

The School will assess complete applications within a reasonable time and remains solely responsible for enrolment decisions.

The School is not required to accept any prospective student referred by the Agent.

7. Education agent commissions and payments

Commission is payable only in accordance with Schedule 1 and only where payment is permitted by law, the National Code, the Education Agents Policy and this Agreement.

From 1 April 2026, the School must not pay, and the Agent must not seek or accept, a commission or other benefit for recruiting an overseas student who has already commenced study with another registered provider, unless an exception permitted by the National Code and the Education Agents Policy applies.

Permitted exceptions include where the student accepted a written offer of enrolment on or before 31 March 2026, where the student is progressing through courses listed on the Confirmation(s) of Enrolment for which their visa was granted, or where the School's course commences after the student has completed their principal course with another provider.

For commission reporting and compliance purposes, commission includes monetary and non-monetary consideration or benefit given directly or indirectly to the Agent or an associate of the Agent in connection with recruitment, enrolment advice, assistance or dealings with overseas students or intending overseas students.

The Agent must provide all information reasonably required by the School to verify commission eligibility and comply with PRISMS, ESOS Act, ESOS Regulations, National Code, audit, recordkeeping and government reporting obligations.

The School may withhold, suspend, reduce, recover or refuse commission where there is a suspected or actual breach, incomplete disclosure, incorrect invoice, unpaid fees, withdrawal, cancellation, student non-commencement, unsatisfactory first-term participation, or any circumstance making payment unlawful or inappropriate.

8. Monitoring, corrective action and records

The Agent must participate in monitoring and review activities required by the School. These may include quarterly performance reviews, annual review, student and parent feedback, application outcome analysis, spot checks, file audits, training, document review and review of marketing practices.

The School may require corrective or preventative action where it identifies a compliance risk, including training, revised procedures, removal of individual counsellors, suspension of referrals, repayment or withholding of commission, or termination.

The Agent must maintain accurate records of recruitment activities, staff and counsellors involved, student enquiries, documents submitted, communications with students and parents or guardians, disclosures made, commission claims and complaints. Records must be retained for at least seven years, or longer if required by law or the School.

9. Privacy, PRISMS and information sharing

The Agent consents to the collection, use, recording and disclosure of Agent and counsellor information, including name, business contact details, address, role, performance information and commission information, for the purposes of administering this Agreement, complying with ESOS requirements, PRISMS reporting, regulatory reporting, audit, monitoring, publication of approved agents, and responding to government requests.

The Agent acknowledges that Agent information may be accessed or used by Australian Government agencies, including agencies responsible for education, immigration, regulation and enforcement, and may be disclosed as required or permitted by law.

The Agent must comply with applicable privacy laws and the School's Privacy Policy when handling personal information of students, parents, guardians and School staff.

10. Confidentiality, intellectual property and marketing

The Agent must keep confidential all non-public School information and the terms of this Agreement, except to the extent disclosure is required to perform this Agreement or by law.

The Agent may use the School's name, logo, trademarks, images, materials and information only for approved recruitment activities and only in the form approved by the School.

On request or termination, the Agent must immediately stop using School intellectual property and return, delete or destroy School materials as directed.

11. Subcontracting, associates and conflicts

The Agent must not assign this Agreement or subcontract recruitment activities without the School's prior written approval.

The Agent remains responsible for all acts and omissions of its directors, officers, employees, counsellors, contractors, sub-agents and associates.

The Agent must disclose any actual, potential or perceived conflict of interest, including ownership, control, referral, commission-sharing or other benefit arrangements that may affect recruitment activities or regulatory reporting.

12. Suspension and termination

Either party may terminate this Agreement by giving 30 days' written notice.

The School may suspend referrals, suspend commission, require corrective action or terminate this Agreement immediately by written notice if the Agent breaches this Agreement or the Education Agents Policy; engages in dishonest, misleading, unethical or unlawful conduct; creates a regulatory, safeguarding, privacy, welfare or reputational risk; fails to cooperate with monitoring or reporting; uses unapproved sub-agents; or seeks commission that is not permitted.

The School must take immediate corrective action, which may include termination, where it knows or reasonably suspects that the Agent is engaging in dishonest, unethical or non-compliant practices, except where the issue is isolated to an individual employee or contractor and the Agent has immediately terminated or removed that person from School recruitment activities and taken corrective action acceptable to the School.

On termination the Agent must immediately stop representing the School, stop using School materials and intellectual property, return or delete School information as directed, and provide outstanding student application and compliance records requested by the School.

Termination does not affect accrued rights, confidentiality, privacy, recordkeeping, repayment, audit or reporting obligations.

13. Complaints and disputes

The parties will first seek to resolve any dispute promptly and in good faith through nominated senior representatives.

Nothing in this clause prevents the School from taking immediate action for compliance, safeguarding, privacy, welfare, regulatory or reputational reasons.

Students retain their rights under the School's complaints, appeals and overseas student policies, including rights under the National Code.

14. Governing law, entire agreement and variation

This Agreement is governed by the laws of Tasmania, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Tasmania and courts competent to hear appeals from those courts.

This Agreement, its schedules and the incorporated Education Agents Policy constitute the whole agreement between the parties about its subject matter and replace prior agreements or arrangements.

This Agreement may be varied only in writing signed by both parties, except that the School may update policies incorporated by reference and require compliance with those updates where needed to meet legislative, regulatory or organisational requirements.

15. Execution

This Agreement is not valid until signed by authorised representatives of both parties.

Signed for St Michael's Collegiate School by an authorised officer	Signed for the Agent by an authorised officer
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:
ABN / company registration number:	ABN / company registration number:
	Company stamp, if used:
Witness, if required:	Witness, if required:

Schedule 1 - Commission Schedule and Claim Protocol

1. Standard commission

Subject to the Agreement, the Education Agents Policy and applicable law, the following commission rates apply to tuition fees only, calculated on actual tuition fees received by the School, excluding boarding, levies, application fees, enrolment fees, non-tuition fees, discounts, refunds, credits, charges and taxes unless the School agrees otherwise in writing:

- 25% of tuition fees for the first full year of enrolment;
- 15% of tuition fees for the second year of enrolment;
- 10% of tuition fees for the third and subsequent years of enrolment.

2. Domestic passport or residency cases

For a student who holds an Australian passport or Australian residency but is recruited from overseas and will board at the School, any commission is payable only if approved by the School in writing on a case-by-case basis before enrolment. The indicative commission is 20% of local Australian tuition fees for the first year only, calculated on actual tuition fees received. No commission is payable for a student residing in Australia with family or direct relatives who can apply through the ordinary domestic enrolment process, unless the School expressly approves otherwise in writing before enrolment.

3. Conditions before commission is payable

- the Agent has a current executed Agreement at the time of recruitment and enrolment;
- the Agent submitted the student's application and is recorded as the recruiting Agent;
- the student is accepted, has commenced, and has completed one full term of study with satisfactory attendance, participation, conduct and fee status;
- tuition fees relevant to the commission claim have been received and are not subject to refund, dispute, reversal or credit;
- the Agent has provided a valid tax invoice and all information required by the School;
- payment is permitted under the National Code, including the onshore transfer commission restrictions from 1 April 2026;
- there is no suspected breach, non-disclosure, misleading conduct or unresolved compliance concern.

4. Invoice requirements

Invoices must be on Agency letterhead and include: invoice date and number; Agent legal name; ABN or company registration number; payment details; student ID; student first name and family name; commencement date; visa or residency category; period covered; commission percentage; tuition fees actually received on which the commission is calculated; amount claimed in AUD; and any supporting information requested by the School.

5. Commission timing

Commission may be claimed per semester only after the student has completed one full term. Subject to verification and no unresolved concerns, eligible invoices will be paid within 30 days after the School confirms all payment conditions have been met.

6. Student issues and non-disclosure

If, during the student's first term or otherwise, the School identifies a health, learning, disability, behavioural, welfare, guardianship, visa, prior-study or other material issue that was not disclosed or was inaccurately disclosed during recruitment or application, the School may suspend commission while it investigates. If the School determines that the Agent failed to take reasonable care, failed to explain disclosure requirements, failed to translate or communicate questions

adequately, or otherwise contributed to non-disclosure or inaccurate disclosure, commission may be refused or recovered.

Schedule 2 - Education Agents Policy Acknowledgement

The Agent acknowledges and agrees that:

- it has received or accessed the current Education Agents Policy;
- it has read and understood the policy;
- it will comply with the policy as amended from time to time;
- it will ensure all staff, counsellors, contractors, sub-agents and other persons undertaking recruitment activity for the School read, understand and comply with the policy;
- it understands that breach of the policy may result in suspension, corrective action, withholding or recovery of commission, termination and reporting to relevant authorities where required;
- it understands the restrictions on education agent commissions, including the prohibition from 1 April 2026 on commission or benefits for recruiting overseas students who have already commenced study with another registered provider, except where permitted by the National Code and the policy.

Signed for St Michael's Collegiate School by an authorised officer	Signed for the Agent by an authorised officer
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:
ABN / company registration number:	ABN / company registration number:
	Company stamp, if used: